



ORANGE COUNTY FIRE AUTHORITY

AGENDA

Pursuant to the Brown Act, this meeting also constitutes a meeting of the Board of Directors.

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, January 25, 2018

5:30 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

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

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



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

CALL TO ORDER

INVOCATION by Senior Chaplain Dave Keehn

PLEDGE OF ALLEGIANCE by Director Hernandez

ROLL CALL

1. PRESENTATIONS

No items.

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR**REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR****REPORT FROM THE FIRE CHIEF**

- CIP Quarterly Report (Anderson)

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.

CLOSED SESSION

No items.

2. MINUTES**A. Minutes from the November 16, 2017, Regular Executive Committee Meeting**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

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

A. Monthly Investment Reports

Submitted by: Tricia Jakubiak, Treasurer

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Action:

Receive and file the reports.

B. First Quarter Financial Newsletter

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

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Action:

Receive and file the report.

C. Award of RFP #DC2250 – Public Affairs Consulting Services

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

Recommended Action:

Approve award of RFP DC2250 to LG Strategies & Cerrell Associates, Inc. and authorize the Purchasing Manager to sign the proposed Professional Services Agreement for Public Affairs Consulting Services in an annual amount not to exceed \$75,000, with two additional one-year renewal options.

D. Contract Extension for Firefighter Turnout Clothing

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

Recommended Action:

Approve and authorize the Purchasing Manager to execute the two remaining one-year renewal options for the blanket order with AllStar Fire Equipment, Inc. for firefighter turnout clothing for a two-year aggregate amount not to exceed \$800,000 (\$400,000 annually).

E. Sole Source Request for Banner Human Resources/Financial System Upgrade

Submitted by Dave Anderson, Assistant Chief/Support Services

Recommended Action:

Approve and authorize the Purchasing Manager to issue a sole source contract to Conduent Government Systems, LLC in an amount not to exceed \$77,830.

F. Sole Source Blanket Order Extension for ESRI GIS Software Licensing, Maintenance, and Support

Submitted by Dave Anderson, Assistant Chief/Support Services

Recommended Action:

Approve and authorize the Purchasing Manager to extend the sole source blanket order with ESRI, Inc. for three years in an amount not to exceed \$75,000 per year (\$225,000 aggregate for three years).

G. Special Procurement for Advanced Computer Network Technical Support

Submitted by Dave Anderson, Assistant Chief/Support Services

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with DHN Consulting, Inc. for three years in an amount not to exceed \$50,000 per year (\$150,000 aggregate for three years).

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR**A. Special Procurement State Lobbying Contract Renewal**

Submitted by: Brian Young, Assistant Chief/Operations

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Nielsen Merksamer Parrinello Gross & Leoni LLP for state lobbying services for a three-year term at the monthly retainer amount of \$5,500, not including expenses, for a not to exceed amount of \$207,000.

B. Special Procurement Federal Lobbying Contract Renewal

Submitted by: Brian Young, Assistant Chief/Operations

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Holland and Knight for federal lobbying services for a three-year term at the monthly retainer amount of \$4,400, not including expenses, for a not to exceed amount of \$158,400.

COMMITTEE MEMBER COMMENTS**CLOSED SESSION**

No items.

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 January 2018.

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

UPCOMING MEETINGS:

Human Resources Committee Meeting	Wednesday, February 6. 2018, 12 noon
Budget and Finance Committee Meeting	Wednesday, February 14. 2018, 12 noon
Claims Settlement Committee Meeting	Thursday, February 22, 2018, 5:00 p.m.
Executive Committee Meeting	Thursday, February 22, 2018, 5:30 p.m.
Board of Directors Meeting	Thursday, February 22, 2018, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, November 16, 2017
5:30 P.M.**

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

CALL TO ORDER

Chair Swift called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on November 16, 2017.

INVOCATION

Chaplain Brett Peterson offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Carol Gamble, Rancho Santa Margarita
Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda
Joe Muller, Dana Point
Ed Sachs, Mission Viejo
Dave Shawver, Stanton
Elizabeth Swift, Buena Park
Tri Ta, Westminster

Absent: Todd Spitzer, County of Orange

Also present were:

Interim Fire Chief Patrick McIntosh
Assistant Chief Mike Schroeder
Assistant Chief Brian Young
Assistant Chief Dave Anderson
Clerk of the Authority Sherry Wentz

Assistant Chief Lori Zeller
Assistant Chief Lori Smith
General Counsel David Kendig
Human Resources Director Brigette Gibb

PRESENTATIONS

No items.

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

As there was no meeting in November, there was no report.

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

Budget and Finance Committee Chair Ed Sachs reported at the November 8, 2017, meeting, the Committee voted unanimously to send the Monthly Investment Reports to the Executive Committee for its approval. The Committee also voted unanimously to send the Annual Statement of Investment Policy and Investment Authorization, the Audited Financial Reports for the Fiscal Year Ended June 30, 2017, and the Service Delivery Enhancements – Phase Four, to the Board of Directors for approval of the recommended actions.

PUBLIC COMMENTS (F: 12.02A3)

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

1. MINUTES

A. Minutes from the October 26, 2017, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present to approve the minutes of the October 26, 2017, regular Executive Committee meeting as submitted. Director Gamble was recorded as an abstention due to her absence from the meeting.

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

A. Monthly Investment Reports (F: 11.10D2)

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

B. Award of RFP # DC2241 Executive Recruitment Services – Fire Chief (F: 11.10A1)

Stephen Wontrobski, Mission Viejo resident, pulled this item to address his concerns with the Fire Chief recruitment and selection process.

On motion of Director Shawver and second by Director Hernandez the Executive Committee voted unanimously by those present to approve award of RFP DC2241 to Ralph Andersen and Associates and authorize the Purchasing Manager to sign the Professional Services Agreement for Executive Search Services in an amount not to exceed \$32,500.

C. Blanket Order Contract Extension for Occupational and WEFIT Medical Services (F: 11.17A)

On motion of Director Shawver and second by Director Ta, the Executive Committee voted by those present to approve and authorize the Purchasing Manager to extend Blanket Order No. 01525 with UC Irvine University Physicians & Surgeons, Center for Environmental Health from January 1, 2018, through February 28, 2018, in an amount not to exceed \$74,250 for occupational and WEFIT medical services.

D. Award of Bid # JA2224 Detroit Diesel Engine Parts and Repair Services (F: 19.09)

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

1. Approve and authorize the Purchasing Manager to establish blanket order contracts with Valley Power Systems Inc. for an annual amount of \$100,000 and Harbor Diesel for an annual amount of \$50,000 each for as-needed Detroit Diesel Engine parts and repair services at an aggregate amount not to exceed \$150,000 annually.
2. Approve and authorize the Purchasing Manager to redistribute or adjust the funding between the two vendors as requested by the department provided the aggregate amount does not exceed \$150,000 annually.
3. Approve and authorize the Purchasing Manager to extend the contracts up to four additional one-year renewals with annual price increases not-to-exceed 3% per year or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services, in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.

E. Sole Source Request for FATPOT Regional CAD2CAD System Upgrade (F: 19.08A5)

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

1. Approve and authorize the Purchasing Manager to issue a sole source contract to FATPOT Technologies, LLC in the amount of \$179,000 to provide professional services to upgrade the FATPOT Regional CAD2CAD system.
2. Approve and authorize the Purchasing Manager to add a 10% contingency budget of \$17,900 to the contract for additional services that may be required during implementation. Board Chair notification is required before use of the contingency budget.

END OF CONSENT CALENDAR

3. DISCUSSION CALENDAR

No items.

COMMITTEE MEMBER COMMENTS

The Executive Committee members offered no comments.

CLOSED SESSION

No items.

ADJOURNMENT – Chair Swift adjourned the meeting at 5:40 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, January 25, 2018, at 5:30 p.m.

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2018

Agenda Item No. 3A
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
Jane Wong, Assistant Treasurer	jane Wong@ocfa.org	714.573.6305

Summary

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

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

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

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Since the Committee did not meet in December, attached are the final monthly investment reports for the months ending October 31 and November 30, 2017. A preliminary investment report as of December 15, 2017, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

1. Final Investment Report – October 2017/Preliminary Report – November 2017
2. Final Investment Report – November 2017/Preliminary Report – December 2017



ORANGE COUNTY FIRE AUTHORITY

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


Patrick McIntosh, Interim Fire Chief

(714) 573-6000

www.ocfa.org

December 7, 2017

TO: Budget and Finance Committee
Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer 

SUBJECT: **Investment Report**

Due to the cancellation of the December 13, 2017 meeting of the Budget and Finance Committee, I am enclosing the monthly investment report for your review. The report includes the following:

- Final Investment Report for October 2017
- Preliminary Investment Report for November 2017

Since the December meeting of the Executive Committee has also been cancelled, this report will be forwarded to the January 10, 2018 meeting of the Budget and Finance Committee for action to be taken. If you have any questions, please call me at (714) 573-6301.

Enclosure

Orange County Fire Authority Monthly Investment Report



Final Report – October 2017

Preliminary Report – November 2017



Monthly Investment Report Table of Contents

<i>Final Investment Report – October 31, 2017.....</i>	<i>1</i>
<i>Executive Summary.....</i>	<i>2</i>
<i>Benchmark Comparison.....</i>	<i>3</i>
<i>Portfolio Size, Yield, & Duration.....</i>	<i>3</i>
<i>Portfolio Summary.....</i>	<i>4</i>
<i>Portfolio Details.....</i>	<i>5</i>
<i>Aging Report.....</i>	<i>8</i>
<i>Notes to Portfolio Management Report.....</i>	<i>9</i>
<i>Local Agency Investment Fund.....</i>	<i>10</i>
 <i>Preliminary Investment Report – November 24, 2017.....</i>	 <i>12</i>
<i>Portfolio Summary.....</i>	<i>13</i>
<i>Portfolio Details.....</i>	<i>14</i>
<i>Aging Report.....</i>	<i>17</i>
<i>Notes to Portfolio Management Report.....</i>	<i>18</i>
 <i>Glossary.....</i>	 <i>19</i>



Orange County Fire Authority

Final Investment Report

October 31, 2017



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of October 2017, the size of the portfolio decreased significantly from \$141.3 million to \$118.7 million. Significant receipts for the month included a cash contract payment, a property tax receipt, charges for current services and other intergovernmental agency payments totaling \$7.3 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$12.5 million each with related benefits. Total October cash outflows amounted to approximately \$30.8 million. The portfolio's balance is expected to increase in November.

In October, the portfolio's yield to maturity (365-day equivalent) increased by 8 basis points to 1.11%. The effective rate of return rose by 6 basis points to 1.08% for the month and edged up by 1 basis point to 1.04% for the fiscal year to date. The average maturity of the portfolio lengthened by 56 days to 137 days to maturity.

Economic News

The U.S. economy continued to grow in October 2017 in the aftermath of Hurricanes Irma and Harvey, albeit some mixed activity. The employment report for October reversed and showed a solid increase of 261,000 new jobs added for the month. Also, the unemployment rate continued to improve declining further to 4.1% from 4.2% previously. Both the Conference Board Consumer Confidence Index and the University of Michigan Consumer Sentiment Index increased to a highest level in over ten years. Retail sales grew better than expected. Manufacturing activity pulled back slightly while the non-manufacturing sector rose. Durable goods orders unexpectedly declined as industrial production came in better than expected. Both new and existing home sales picked up in October. The CPI (Consumer Price Index) increased slightly, and longer term inflation remained low. On November 1, 2017, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at a target range of 1.0% - 1.25%. The Committee also upgraded its outlook on the economy. Current expectations are high for a rate increase at the Fed's next meeting in December.



BENCHMARK COMPARISON AS OF OCTOBER 31, 2017

3 Month T-Bill:	1.09%	1 Year T-Bill:	1.40%
6 Month T-Bill:	1.25%	LAIF:	1.14%
OCFA Portfolio: 1.08%			

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$118,668,912	\$141,285,259	\$121,932,169
Yield to Maturity (365 day)	1.11%	1.03%	0.64%
Effective Rate of Return	1.08%	1.02%	0.60%
Days to Maturity	137	81	107



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
October 31, 2017

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	7,016,000.00	7,016,000.00	7,016,000.00	5.93	1	1	0.562	0.570
Federal Agency Coupon Securities	35,000,000.00	34,896,120.00	35,000,000.00	29.57	971	449	1.223	1.240
Treasury Coupon Securities	9,000,000.00	8,999,370.00	8,999,858.70	7.60	209	14	0.904	0.916
Treasury Discounts -Amortizing	10,000,000.00	9,991,900.00	9,991,541.67	8.44	170	29	1.055	1.070
Local Agency Investment Funds	57,344,164.33	57,289,232.69	57,344,164.33	48.45	1	1	1.127	1.143
Investments	118,360,164.33	118,192,622.69	118,351,564.70	100.00%	318	137	1.099	1.114
<hr/>								
Cash								
Passbook/Checking (not included in yield calculations)	523,351.28	523,351.28	523,351.28		1	1	0.000	0.000
Total Cash and Investments	118,883,515.61	118,715,973.97	118,874,915.98		318	137	1.099	1.114

Total Earnings	October 31 Month Ending	Fiscal Year To Date
Current Year	116,032.85	525,989.86
Average Daily Balance	126,221,924.66	150,124,528.74
Effective Rate of Return	1.08%	1.04%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2017. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

11/3/17

Cash and Investments with GASB 31 Adjustment:

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

\$ 118,874,915.98

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

\$ (206,003.82)

Total

\$ 118,668,912.16

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
October 31, 2017

(See Note 1 on page 9) (See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			7,016,000.00	7,016,000.00	7,016,000.00	0.570	0.570	1	
Subtotal and Average			5,686,861.13		7,016,000.00	7,016,000.00	7,016,000.00		0.570	1	
Federal Agency Coupon Securities											
3133EFJP3	869	Federal Farm Credit Bank (Callable Anytime)		10/15/2015	10,000,000.00	9,969,200.00	10,000,000.00	1.100	1.054	348	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,941,410.00	7,000,000.00	1.180	1.375	638	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,992,620.00	9,000,000.00	1.100	1.065	142	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,992,890.00	9,000,000.00	1.625	1.518	723	10/25/2019
Subtotal and Average			35,001,161.87		35,000,000.00	34,896,120.00	35,000,000.00		1.240	449	
Federal Agency Disc. -Amortizing											
Subtotal and Average			5,514,867.22								
Treasury Coupon Securities											
912828G20	920	Treasury Note		04/20/2017	9,000,000.00	8,999,370.00	8,999,858.70	0.875	0.916	14	11/15/2017
Subtotal and Average			8,999,707.31		9,000,000.00	8,999,370.00	8,999,858.70		0.916	14	
Treasury Discounts -Amortizing											
912796ME6	923	US Treasury Bill		06/13/2017	10,000,000.00	9,991,900.00	9,991,541.67	1.050	1.070	29	11/30/2017
Subtotal and Average			9,987,166.87		10,000,000.00	9,991,900.00	9,991,541.67		1.070	29	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			57,344,164.33	57,289,232.69	57,344,164.33	1.143	1.143	1	
Subtotal and Average			61,052,160.46		57,344,164.33	57,289,232.69	57,344,164.33		1.143	1	
Total and Average			126,221,924.66		118,360,164.33	118,192,622.69	118,351,564.70		1.114	137	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
October 31, 2017

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2017	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2017	503,351.28	503,351.28	503,351.28		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			126,221,924.66		118,883,515.61	118,715,973.97	118,874,915.98		1.114	137

**“We visualize problems and solutions
through the eyes of those we serve.”**



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

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(11/01/2017 - 11/01/2017)	4 Maturities	0 Payments	64,883,515.61	54.58%	64,883,515.61	64,828,583.97
Aging Interval: 1 - 30 days	(11/02/2017 - 12/01/2017)	2 Maturities	0 Payments	19,000,000.00	15.98%	18,991,400.37	18,991,270.00
Aging Interval: 31 - 60 days	(12/02/2017 - 12/31/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 61 - 91 days	(01/01/2018 - 01/31/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	(02/01/2018 - 03/02/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	(03/03/2018 - 04/02/2018)	1 Maturities	0 Payments	9,000,000.00	7.57%	9,000,000.00	8,992,620.00
Aging Interval: 153 - 183 days	(04/03/2018 - 05/03/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(05/04/2018 - 08/02/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(08/03/2018 - 11/01/2018)	1 Maturities	0 Payments	10,000,000.00	8.41%	10,000,000.00	9,969,200.00
Aging Interval: 366 - 1095 days	(11/02/2018 - 10/31/2020)	2 Maturities	0 Payments	16,000,000.00	13.46%	16,000,000.00	15,934,300.00
Aging Interval: 1096 days and after	(11/01/2020 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		10 Investments	0 Payments		100.00	118,874,915.98	118,715,973.97



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of October 31, 2017, OCFA has \$57,344,164 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of September 30, 2017 is 0.999042071. When applied to OCFA's LAIF investment, the fair value is \$57,289,233 or (\$54,932) below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at October 31, 2017 is included on the following page.



State of California

Pooled Money Investment Account

Market Valuation

10/31/2017

Carrying Cost Plus			
Description	Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 14,571,617,028.20	\$ 14,625,191,000.00	NA
Notes	\$ 18,775,856,287.54	\$ 18,715,501,000.00	\$ 40,660,397.50
Federal Agency:			
SBA	\$ 873,720,729.05	\$ 863,104,933.35	\$ 1,099,545.15
MBS-REMICs	\$ 35,683,029.70	\$ 37,054,381.86	\$ 167,238.71
Debentures	\$ 1,378,212,472.56	\$ 1,372,832,150.00	\$ 3,127,490.95
Debentures FR	\$ -	\$ -	\$ -
Debentures CL	\$ 250,000,000.00	\$ 248,717,000.00	\$ 1,061,402.00
Discount Notes	\$ 7,150,407,458.06	\$ 7,170,445,000.00	NA
GNMA	\$ -	\$ -	\$ -
Supranational Debentures	\$ 450,315,184.02	\$ 448,483,000.00	\$ 1,215,590.00
Supranational Debentures FR	\$ 50,000,000.00	\$ 50,071,500.00	\$ 38,491.10
CDs and YCDs FR	\$ 625,000,000.00	\$ 625,000,000.00	\$ 983,757.63
Bank Notes	\$ 500,000,000.00	\$ 499,885,536.20	\$ 1,676,388.89
CDs and YCDs	\$ 10,175,000,000.00	\$ 10,173,329,638.98	\$ 26,215,250.01
Commercial Paper	\$ 6,775,842,555.54	\$ 6,784,644,874.97	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 5,654,240,000.00	\$ 5,654,240,000.00	NA
AB 55 & GF Loans	\$ 5,096,486,000.00	\$ 5,096,486,000.00	NA
TOTAL	\$ 72,362,380,744.67	\$ 72,364,986,015.36	\$ 76,245,551.94

Fair Value Including Accrued Interest

\$ 72,441,231,567.30

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).



Orange County Fire Authority

Preliminary Investment Report

November 24, 2017



ORANGE COUNTY FIRE AUTHORITY **Portfolio Management** **Portfolio Summary** **November 24, 2017**

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

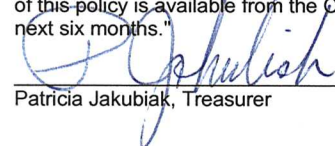
(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	5,605,000.00	5,605,000.00	5,605,000.00	4.54	1	1	0.562	0.570
Federal Agency Coupon Securities	35,000,000.00	34,846,610.00	35,000,000.00	28.33	971	425	1.223	1.240
Treasury Discounts -Amortizing	18,000,000.00	17,987,580.00	17,986,843.89	14.56	122	24	1.085	1.100
Local Agency Investment Funds	64,944,164.33	64,881,952.43	64,944,164.33	52.57	1	1	1.127	1.143
Investments	123,549,164.33	123,321,142.43	123,536,008.22	100.00%	293	125	1.123	1.138
<hr/>								
Cash								
Passbook/Checking (not included in yield calculations)	527,051.83	527,051.83	527,051.83		1	1	0.000	0.000
Total Cash and Investments	124,076,216.16	123,848,194.26	124,063,060.05		293	125	1.123	1.138

Total Earnings	November 24 Month Ending	Fiscal Year To Date
Current Year	91,276.68	617,266.54
Average Daily Balance	123,177,895.71	145,725,078.45
Effective Rate of Return	1.13%	1.05%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2017. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."


 Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

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

\$ 124,063,060.05

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

\$ (206,003.82)

Total

\$ 123,857,056.23

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management

Portfolio Details - Investments

November 24, 2017

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			5,605,000.00	5,605,000.00	5,605,000.00	0.570	0.570	1	
Subtotal and Average			6,364,291.78		5,605,000.00	5,605,000.00	5,605,000.00		0.570	1	
Federal Agency Coupon Securities											
3133EFJP3	869	Federal Farm Credit Bank (Callable Anytime)		10/15/2015	10,000,000.00	9,959,100.00	10,000,000.00	1.100	1.054	324	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,927,830.00	7,000,000.00	1.180	1.375	614	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,993,070.00	9,000,000.00	1.100	1.065	118	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,966,610.00	9,000,000.00	1.625	1.518	699	10/25/2019
Subtotal and Average			35,000,000.00		35,000,000.00	34,846,610.00	35,000,000.00		1.240	425	
Treasury Coupon Securities											
Subtotal and Average			5,249,961.73								
Treasury Discounts -Amortizing											
912796ME6	923	US Treasury Bill		06/13/2017	10,000,000.00	9,999,100.00	9,998,541.67	1.050	1.070	5	11/30/2017
912796ML0	924	US Treasury Bill		11/09/2017	8,000,000.00	7,988,480.00	7,988,302.22	1.120	1.138	47	01/11/2018
Subtotal and Average			15,319,477.87		18,000,000.00	17,987,580.00	17,986,843.89		1.100	24	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmnt Fund			64,944,164.33	64,881,952.43	64,944,164.33	1.143	1.143	1	
Subtotal and Average			61,244,164.33		64,944,164.33	64,881,952.43	64,944,164.33		1.143	1	
Total and Average			123,177,895.71		123,549,164.33	123,321,142.43	123,536,008.22		1.138	125	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
November 24, 2017

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2017	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2017	507,051.83	507,051.83	507,051.83		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			123,177,895.71		124,076,216.16	123,848,194.26	124,063,060.05		1.138	125

(This Page Intentionally Left Blank)



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of November 25, 2017

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(11/25/2017 - 11/25/2017)	4 Maturities	0 Payments	71,076,216.16	57.29%	71,076,216.16	71,014,004.26
Aging Interval: 1 - 30 days	(11/26/2017 - 12/25/2017)	1 Maturities	0 Payments	10,000,000.00	8.06%	9,998,541.67	9,999,100.00
Aging Interval: 31 - 60 days	(12/26/2017 - 01/24/2018)	1 Maturities	0 Payments	8,000,000.00	6.44%	7,988,302.22	7,988,480.00
Aging Interval: 61 - 91 days	(01/25/2018 - 02/24/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	(02/25/2018 - 03/26/2018)	1 Maturities	0 Payments	9,000,000.00	7.25%	9,000,000.00	8,993,070.00
Aging Interval: 122 - 152 days	(03/27/2018 - 04/26/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(04/27/2018 - 05/27/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(05/28/2018 - 08/26/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(08/27/2018 - 11/25/2018)	1 Maturities	0 Payments	10,000,000.00	8.06%	10,000,000.00	9,959,100.00
Aging Interval: 366 - 1095 days	(11/26/2018 - 11/24/2020)	2 Maturities	0 Payments	16,000,000.00	12.90%	16,000,000.00	15,894,440.00
Aging Interval: 1096 days and after	(11/25/2020 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		10 Investments	0 Payments		100.00	124,063,060.05	123,848,194.26



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

Basis Point. Measure used in quoting yields on bonds and notes. One basis point is .01% of yield.

Book Value. This value may be the original cost of acquisition of the security, or original cost adjusted by the amortization of a premium or accretion of a discount. The book value may differ significantly from the security's current value in the market.

Commercial Paper. Unsecured short-term promissory notes issued by corporations, with maturities ranging from 2 to 270 days; may be sold on a discount basis or may bear interest.

Coupon Rate. Interest rate, expressed as a percentage of par or face value, that issuer promises to pay over lifetime of debt security.

Discount. The amount by which a bond sells under its par (face) value.

Discount Securities. Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full face value paid at maturity. Treasury bills, bankers' acceptances and most commercial paper are issued at a discount.

Effective Rate of Return. Rate of return on a security, based on its purchase price, coupon rate, maturity date, and the period between interest payments.

Federal Agency Securities. Securities issued by agencies such as the Federal National Mortgage Association and the Federal Farm Credit Bank. Though not general obligations of the US Treasury, such securities are sponsored by the government and therefore have high credit ratings. Some are issued on a discount basis and some are issued with coupons.

Federal Funds. Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

Fed Funds Rate. The interest rate charged by one institution lending federal funds to another.

Federal Open Market Committee. The branch of the Federal Reserve Board that determines the direction of monetary policy.

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because

deposits can be converted to cash in 24 hours and no interest is lost. Interest is paid quarterly and the State's administrative fee cannot exceed 1/4 of a percent of the earnings.

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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

Orange County Fire Authority Monthly Investment Report



Final Report – November 2017

Preliminary Report – December 2017



Monthly Investment Report Table of Contents

<i>Final Investment Report – November 30, 2017.....</i>	<i>1</i>
<i>Executive Summary.....</i>	<i>2</i>
<i>Benchmark Comparison.....</i>	<i>3</i>
<i>Portfolio Size, Yield, & Duration.....</i>	<i>3</i>
<i>Portfolio Summary.....</i>	<i>4</i>
<i>Portfolio Details.....</i>	<i>5</i>
<i>Aging Report.....</i>	<i>8</i>
<i>Notes to Portfolio Management Report.....</i>	<i>9</i>
<i>Local Agency Investment Fund.....</i>	<i>10</i>
 <i>Preliminary Investment Report – December 15, 2017.....</i>	 <i>12</i>
<i>Portfolio Summary.....</i>	<i>13</i>
<i>Portfolio Details.....</i>	<i>14</i>
<i>Aging Report.....</i>	<i>17</i>
<i>Notes to Portfolio Management Report.....</i>	<i>18</i>
 <i>Glossary.....</i>	 <i>19</i>



Orange County Fire Authority

Final Investment Report

November 30, 2017



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of November 2017, the size of the portfolio reversed and increased significantly to \$144.5 million from \$118.7 million. Significant receipts for the month included the first and second apportionments of secured property taxes for a total of \$42.8 million and various intergovernmental agency payments and a cash contact payment totaling \$6.2 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$10.5 million each with related benefits. Total November cash outflows amounted to approximately \$24.7 million. The portfolio's balance is expected to increase significantly in the following month as the next major property tax receipt is expected in December.

In November, the portfolio's yield to maturity (365-day equivalent) stayed unchanged at 1.11%. The effective rate of return, on the other hand, rose by 7 basis points to 1.15% for the month and increased by 2 basis points to 1.06% for the fiscal year to date. The average maturity of the portfolio shortened by 28 days to 109 days to maturity.

Economic News

U.S. economic activity continued to pick up in November 2017. Employment conditions remained solid. There were a total of 228,000 new jobs created for the month, better than expected, and the unemployment rate stayed unchanged at a low rate of 4.1%. Both the Conference Board Consumer Confidence Index and the University of Michigan Consumer Sentiment Index were at a high level, with one exceeded a 17-year record. Retail sales rose and continued to beat expectations in November. Manufacturing and non-manufacturing activity also grew, albeit at a slower rate. Both durable goods orders and industrial production increased in November. Furthermore, both new and existing home sales exceeded more than 10-year records. The CPI (Consumer Price Index) increased more than expected, but longer term inflation remained moderate. On December 13, 2017, the Federal Open Market Committee met and voted, as widely expected, to raise the federal funds rate by a quarter point to a new target range of 1.25% - 1.50% and upgraded its outlook on the economy.



BENCHMARK COMPARISON AS OF NOVEMBER 30, 2017

3 Month T-Bill:	1.25%	1 Year T-Bill:	1.56%
6 Month T-Bill:	1.39%	LAIF:	1.17%
OCFA Portfolio: 1.15%			

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$144,470,372	\$118,668,912	\$133,595,605
Yield to Maturity (365 day)	1.11%	1.11%	0.58%
Effective Rate of Return	1.15%	1.08%	0.60%
Days to Maturity	109	137	93



ORANGE COUNTY FIRE AUTHORITY **Portfolio Management** **Portfolio Summary** **November 30, 2017**

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	19,460,000.00	19,460,000.00	19,460,000.00	13.39	1	1	0.592	0.600
Federal Agency Coupon Securities	35,000,000.00	34,820,580.00	35,000,000.00	24.08	971	419	1.223	1.240
Federal Agency Disc. -Amortizing	18,000,000.00	17,973,720.00	17,975,850.00	12.37	43	42	1.168	1.184
Treasury Discounts -Amortizing	8,000,000.00	7,989,840.00	7,989,795.56	5.50	63	41	1.122	1.138
Local Agency Investment Funds	64,944,164.33	64,881,952.43	64,944,164.33	44.68	1	1	1.156	1.172
Investments	145,404,164.33	145,126,092.43	145,369,809.89	100.00%	243	109	1.096	1.111
Cash								
Passbook/Checking (not included in yield calculations)	-693,434.30	-693,434.30	-693,434.30		0	0	0.000	0.000
Total Cash and Investments	144,710,730.03	144,432,658.13	144,676,375.59		243	109	1.096	1.111

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	117,409.22	643,399.08
Average Daily Balance	124,109,835.47	145,023,608.49
Effective Rate of Return	1.15%	1.06%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2017. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

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

\$ 144,676,375.59

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

\$ (206,003.82)

Total

\$ 144,470,371.77

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

(See Note 1 on page 9) (See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
				(See Note 4 on page 9)							
SYS528	528	Federated Treasury Obligations			19,460,000.00	19,460,000.00	19,460,000.00	0.600	0.600	1	
Subtotal and Average			6,806,520.35		19,460,000.00	19,460,000.00	19,460,000.00		0.600	1	
Federal Agency Coupon Securities											
3133EFJP3	869	Federal Farm Credit Bank (Callable Anytime)	10/15/2015		10,000,000.00	9,942,500.00	10,000,000.00	1.100	1.054	318	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)	04/20/2017		7,000,000.00	6,925,240.00	7,000,000.00	1.180	1.375	608	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp	06/30/2015		9,000,000.00	8,991,720.00	9,000,000.00	1.100	1.065	112	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp	04/25/2017		9,000,000.00	8,961,120.00	9,000,000.00	1.625	1.518	693	10/25/2019
Subtotal and Average			35,000,000.00		35,000,000.00	34,820,580.00	35,000,000.00		1.240	419	
Federal Agency Disc. -Amortizing											
313589RS4	925	Fed Natl Mortg Assoc	11/30/2017		18,000,000.00	17,973,720.00	17,975,850.00	1.150	1.184	42	01/12/2018
Subtotal and Average			599,195.00		18,000,000.00	17,973,720.00	17,975,850.00		1.184	42	
Treasury Coupon Securities											
Subtotal and Average			4,199,969.39								
Treasury Discounts -Amortizing											
912796ML0	924	US Treasury Bill	11/09/2017		8,000,000.00	7,989,840.00	7,989,795.56	1.120	1.138	41	01/11/2018
Subtotal and Average			15,519,986.41		8,000,000.00	7,989,840.00	7,989,795.56		1.138	41	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			64,944,164.33	64,881,952.43	64,944,164.33	1.172	1.172	1	
Subtotal and Average			61,984,164.33		64,944,164.33	64,881,952.43	64,944,164.33		1.172	1	
Total and Average			124,109,835.47		145,404,164.33	145,126,092.43	145,369,809.89		1.111	109	

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2017	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2017	-713,434.30	-713,434.30	-713,434.30	(See Note 4 on page 9)	0.000	1
		Average Balance	0.00							0
Total Cash and Investments			124,109,835.47		144,710,730.03	144,432,658.13	144,676,375.59		1.111	109

“We visualize problems and solutions
through the eyes of those we serve.”



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

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(12/01/2017 - 12/01/2017)	4 Maturities	0 Payments	83,710,730.03	57.86%	83,710,730.03	83,648,518.13
Aging Interval: 1 - 30 days	(12/02/2017 - 12/31/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 31 - 60 days	(01/01/2018 - 01/30/2018)	2 Maturities	0 Payments	26,000,000.00	17.95%	25,965,645.56	25,963,560.00
Aging Interval: 61 - 91 days	(01/31/2018 - 03/02/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	(03/03/2018 - 04/01/2018)	1 Maturities	0 Payments	9,000,000.00	6.22%	9,000,000.00	8,991,720.00
Aging Interval: 122 - 152 days	(04/02/2018 - 05/02/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(05/03/2018 - 06/02/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(06/03/2018 - 09/01/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(09/02/2018 - 12/01/2018)	1 Maturities	0 Payments	10,000,000.00	6.91%	10,000,000.00	9,942,500.00
Aging Interval: 366 - 1095 days	(12/02/2018 - 11/30/2020)	2 Maturities	0 Payments	16,000,000.00	11.06%	16,000,000.00	15,886,360.00
Aging Interval: 1096 days and after	(12/01/2020 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		10 Investments	0 Payments		100.00	144,676,375.59	144,432,658.13



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of November 30, 2017, OCFA has \$64,944,164 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of September 30, 2017 is 0.999042071. When applied to OCFA's LAIF investment, the fair value is \$64,881,952 or (\$62,212) below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

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



State of California

Pooled Money Investment Account

Market Valuation

11/30/2017

Carrying Cost Plus			
Description	Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 13,969,325,989.32	\$ 14,024,500,000.00	NA
Notes	\$ 19,124,715,869.93	\$ 19,038,802,000.00	\$ 45,201,432.00
Federal Agency:			
SBA	\$ 880,598,988.60	\$ 870,067,213.02	\$ 1,107,235.07
MBS-REMICs	\$ 33,799,340.26	\$ 34,948,276.74	\$ 158,107.23
Debentures	\$ 1,378,152,182.04	\$ 1,370,687,750.00	\$ 2,839,245.80
Debentures FR	\$ -	\$ -	\$ -
Debentures CL	\$ 250,000,000.00	\$ 247,756,500.00	\$ 1,389,944.00
Discount Notes	\$ 6,254,318,721.96	\$ 6,272,398,000.00	NA
GNMA	\$ -	\$ -	\$ -
Supranational Debentures	\$ 450,315,184.02	\$ 447,873,000.00	\$ 966,424.00
Supranational Debentures FR	\$ 50,000,000.00	\$ 50,064,000.00	\$ 99,266.51
CDs and YCDs FR	\$ 625,000,000.00	\$ 625,000,000.00	\$ 1,811,907.84
Bank Notes	\$ 500,000,000.00	\$ 499,826,177.96	\$ 1,657,111.13
CDs and YCDs	\$ 8,675,000,000.00	\$ 8,673,927,950.18	\$ 28,617,875.03
Commercial Paper	\$ 5,927,555,791.62	\$ 5,938,449,524.98	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 5,404,240,000.00	\$ 5,404,240,000.00	NA
AB 55 & GF Loans	\$ 4,961,386,000.00	\$ 4,961,386,000.00	NA
TOTAL	\$ 68,484,408,067.75	\$ 68,459,926,392.88	\$ 83,848,548.61

Fair Value Including Accrued Interest

\$ 68,543,774,941.49

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).



Orange County Fire Authority

Preliminary Investment Report

December 15, 2017



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
December 15, 2017

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


(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	7,800,567.03	7,800,567.03	7,800,567.03	6.06	1	1	0.592	0.600
Federal Agency Coupon Securities	35,000,000.00	34,812,500.00	35,000,000.00	27.19	971	404	1.223	1.240
Federal Agency Disc. -Amortizing	18,000,000.00	17,983,800.00	17,984,475.00	13.97	43	27	1.168	1.184
Treasury Discounts -Amortizing	8,000,000.00	7,993,440.00	7,993,528.89	6.21	63	26	1.122	1.138
Local Agency Investment Funds	59,944,164.33	59,886,742.08	59,944,164.33	46.57	1	1	1.156	1.172
Investments	128,744,731.36	128,477,049.11	128,722,735.25	100.00%	274	116	1.140	1.155
Cash								
Passbook/Checking (not included in yield calculations)	295,970.83	295,970.83	295,970.83		1	1	0.000	0.000
Total Cash and Investments	129,040,702.19	128,773,019.94	129,018,706.08		274	116	1.140	1.155

Total Earnings	December 15 Month Ending	Fiscal Year To Date
Current Year	63,857.19	707,256.27
Average Daily Balance	135,667,933.85	144,188,280.40
Effective Rate of Return	1.15%	1.07%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2017. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

 for 12/22/17
Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 129,018,706.08
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (206,003.82)
Total	\$ 128,812,702.26

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
December 15, 2017

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			7,800,567.03	7,800,567.03	7,800,567.03	0.600	0.600	1	
Subtotal and Average			10,084,866.19		7,800,567.03	7,800,567.03	7,800,567.03		0.600	1	
Federal Agency Coupon Securities											
3133EFJP3	869	Federal Farm Credit Bank (Callable Anytime)		10/15/2015	10,000,000.00	9,947,000.00	10,000,000.00	1.100	1.054	303	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,917,610.00	7,000,000.00	1.180	1.375	593	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,993,430.00	9,000,000.00	1.100	1.065	97	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,954,460.00	9,000,000.00	1.625	1.518	678	10/25/2019
Subtotal and Average			35,000,000.00		35,000,000.00	34,812,500.00	35,000,000.00		1.240	404	
Federal Agency Disc. -Amortizing											
313589RS4	925	Fed Natl Mortg Assoc		11/30/2017	18,000,000.00	17,983,800.00	17,984,475.00	1.150	1.184	27	01/12/2018
Subtotal and Average			17,980,450.00		18,000,000.00	17,983,800.00	17,984,475.00		1.184	27	
Treasury Discounts -Amortizing											
912796ML0	924	US Treasury Bill		11/09/2017	8,000,000.00	7,993,440.00	7,993,528.89	1.120	1.138	26	01/11/2018
Subtotal and Average			7,991,786.67		8,000,000.00	7,993,440.00	7,993,528.89		1.138	26	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			59,944,164.33	59,886,742.08	59,944,164.33	1.172	1.172	1	
Subtotal and Average			64,610,831.00		59,944,164.33	59,886,742.08	59,944,164.33		1.172	1	
Total and Average			135,667,933.85		128,744,731.36	128,477,049.11	128,722,735.25		1.155	116	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
December 15, 2017

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2017	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2017	275,970.83	275,970.83	275,970.83		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			135,667,933.85		129,040,702.19	128,773,019.94	129,018,706.08		1.155	116

(This Page Intentionally Left Blank)



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of December 16, 2017

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(12/16/2017 - 12/16/2017)	4 Maturities	0 Payments	68,040,702.19	52.74%	68,040,702.19	67,983,279.94
Aging Interval: 1 - 30 days	(12/17/2017 - 01/15/2018)	2 Maturities	0 Payments	26,000,000.00	20.14%	25,978,003.89	25,977,240.00
Aging Interval: 31 - 60 days	(01/16/2018 - 02/14/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 61 - 91 days	(02/15/2018 - 03/17/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	(03/18/2018 - 04/16/2018)	1 Maturities	0 Payments	9,000,000.00	6.98%	9,000,000.00	8,993,430.00
Aging Interval: 122 - 152 days	(04/17/2018 - 05/17/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(05/18/2018 - 06/17/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(06/18/2018 - 09/16/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(09/17/2018 - 12/16/2018)	1 Maturities	0 Payments	10,000,000.00	7.75%	10,000,000.00	9,947,000.00
Aging Interval: 366 - 1095 days	(12/17/2018 - 12/15/2020)	2 Maturities	0 Payments	16,000,000.00	12.40%	16,000,000.00	15,872,070.00
Aging Interval: 1096 days and after	(12/16/2020 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		10 Investments	0 Payments		100.00	129,018,706.08	128,773,019.94



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

Basis Point. Measure used in quoting yields on bonds and notes. One basis point is .01% of yield.

Book Value. This value may be the original cost of acquisition of the security, or original cost adjusted by the amortization of a premium or accretion of a discount. The book value may differ significantly from the security's current value in the market.

Commercial Paper. Unsecured short-term promissory notes issued by corporations, with maturities ranging from 2 to 270 days; may be sold on a discount basis or may bear interest.

Coupon Rate. Interest rate, expressed as a percentage of par or face value, that issuer promises to pay over lifetime of debt security.

Discount. The amount by which a bond sells under its par (face) value.

Discount Securities. Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full face value paid at maturity. Treasury bills, bankers' acceptances and most commercial paper are issued at a discount.

Effective Rate of Return. Rate of return on a security, based on its purchase price, coupon rate, maturity date, and the period between interest payments.

Federal Agency Securities. Securities issued by agencies such as the Federal National Mortgage Association and the Federal Farm Credit Bank. Though not general obligations of the US Treasury, such securities are sponsored by the government and therefore have high credit ratings. Some are issued on a discount basis and some are issued with coupons.

Federal Funds. Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

Fed Funds Rate. The interest rate charged by one institution lending federal funds to another.

Federal Open Market Committee. The branch of the Federal Reserve Board that determines the direction of monetary policy.

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because

deposits can be converted to cash in 24 hours and no interest is lost. Interest is paid quarterly and the State's administrative fee cannot exceed 1/4 of a percent of the earnings.

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2018

Agenda Item No. 3B
Consent Calendar

First Quarter Financial Newsletter

Contact(s) for Further Information

Lori Zeller, Assistant Chief Business Services Department	lorizeller@ocfa.org	714.573.6020
Tricia Jakubiak, Treasurer	triciajakubiak@ocfa.org	714.573.6301
Deborah Gunderson, Budget Manager	deborahgunderson@ocfa.org	714.573.6302

Summary

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the first quarter of FY 2017/18.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

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

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and by type. Revenues and expenditures for the Capital Improvement Program (CIP) funds are also included. Revenues and expenditures for the General and CIP Funds are within budgetary expectations for this reporting period. Any notable items are detailed in the attached newsletter.

Attachment(s)

First Quarter Financial Newsletter – July to September 2017



Orange County Fire Authority

First Quarter Financial Newsletter – July 2017 to September 2017

OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the first quarter of Fiscal Year 2017/18. Budget figures include all budget adjustments authorized by the Board through the end of the first quarter.

GENERAL FUND

With 25% of the year completed, General Fund revenues are 11.1% of budget and expenditures are 22.0% as shown below:

General Fund	YTD Actual	Budget	Percent
Revenues	40,680,080	367,122,266	11.1%
Expenditures	76,555,523	347,318,085	22.0%

Top Five Revenues. The analysis presented below compares the five largest revenue categories received through the first quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Top Five Revenues	YTD Actual Receipts	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Cash Contracts	30,014,769	30,029,774	(15,005)	0%
Property Taxes	5,625,560	5,425,086	200,474	4%
State Reimbursements	2,620,233	1,486,667	1,133,566	43%
Community Risk Reduction Fees	1,351,228	1,458,065	(106,837)	-8%
Sales and Settlements	923,307	12,500	910,807	99%
Total	40,535,097	38,412,092	2,123,005	5%

- **State Reimbursements** – This category is trending higher than budget estimates by 43%, or approximately \$1.1 million, due to greater emergency activity. This category will be included in the Mid-Year Budget adjustment.
- **Sales and Settlements** – this category exceeds estimates by 99% or approximately \$911,000. This is due to an unbudgeted credit for the trade-in of the Zoll defibrillator monitors. This category will be adjusted at Mid-Year.

Expenditures. The analysis presented on the following page compares the actual expenditures through the first quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Expenditures by Department	YTD Actual Expenditures	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Business Services	2,487,222	2,634,029	(146,807)	-6%
Community Risk Reduction	3,662,339	3,586,387	75,952	2%
Executive Management	3,326,038	3,426,368	(100,330)	-3%
Operations	59,274,249	60,518,107	(1,243,858)	-2%
Organizational Planning	1,370,798	1,266,984	103,814	8%
Support Services	7,423,516	7,559,758	(136,242)	-2%
Total	77,544,162	78,991,634	(1,447,472)	-2%

Totals may not equal the sum of components, or Authority-wide totals, due to rounding

- **Operations:** This department is expending less than estimated by 2% or approximately \$1.2 million. This is primarily due to lower salary expenditures from vacancy savings and lower than anticipated sick and vacation payoff.

Expenditures by type are outlined below, with exception details below:

Expenditures by Type	YTD Actual Expenditures	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Salary & Employee Benefits	69,770,860	71,567,266	(1,796,406)	-3%
Services and Supplies	7,529,139	7,372,868	156,272	2%
Equipment	244,162	51,500	192,662	79%
Total	77,544,162	78,991,634	(1,447,472)	-2%

Totals may not equal the sum of components, or Authority-wide totals, due to rounding

- **Salary & Employee Benefit:** This category is trending lower than budget estimates by approximately \$1.8 million or 3%. This is primarily due to lower salary expenditures from vacancy savings.
- **Equipment:** Actual expenditures through the first quarter finished approximately \$193,000 or 79% over estimates. This is primarily as a result of the budget for the purchases being placed in the Supplies category rather than Equipment. This will be corrected at Mid-Year.

CIP FUNDS

On the following page, revenues and expenditures for the Capital Improvement Program funds are summarized. Any variances are noted following the fund table:

General Fund CIP

Fund 12110	YTD Actual	Budget	Percent
Expenditures	453,069	2,444,781	19%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$1.2M included funding for replacement of small equipment such as pagers, PCs, laptops, printers, 800 MHz radios, VHF radios, MDC system, fire station telephone/alarm system upgrade, network servers, and data storage. In addition, \$1.3M was rebudgeted from FY 2016/17 to FY 2017/18, which included \$350K for EOC upgrade and remote cameras on the County Tower which will be funded by the CalFire Augmentation Grant.
- Expenditures included a \$253K purchase order issued for remote cameras on the County Tower.

Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	232,557	309,306	75.2%
Expenditures	45,144	9,914,115	0.5%

- Revenues exceeded the budget due to the receipt of unbudgeted developer contributions as well as higher than projected bankruptcy loss recovery.
- Appropriations of \$2M included funding for replacement of Fire Station 9, US&R warehouse improvements, Infrastructure enhancements, and site stabilization at Fire Station 42. In addition, \$7.5M was rebudgeted from FY 2016/7 to FY 2017/18 for the replacement of Fire Station 10, and \$100K for the vehicle sheds at Fire Station 18.
- Minimal expenditures occurred in the first quarter as contracts for major items like Fire Station 10 replacement, Fire Station 9 replacement and Fire station 42 site stabilization, had not yet been awarded.

Communications & Info. Systems Replacement

Fund 124	YTD Actual	Budget	Percent
Revenue	271,412	323,152	84.0%
Expenditures	67,204	5,640,297	1.2%

- Revenues are comprised primarily of bankruptcy loss recovery proceeds.
- Appropriations of \$3.8M included funding for RFOTC Data Center Fire Suppression system upgrade, the OCFA Disaster Recovery Co-Location Facility, CRR Automation-IFP Replacement, Incident Reporting Application Replacement and the Next Generation CAD2CAD projects. Approximately \$1.9M in projects were rebudgeted from FY 2016/17 to FY 2017/18, which included the 800 MHz Replacement, Audio Video Equipment Upgrades, and the unspent portions of the IFP Replacement and Incident Reporting Application Replacement projects. There is minimal expenditures in the first quarter as the projects were still in planning stages.

Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	621,415	1,677,430	37.0%
Expenditures	703,956	11,435,499	6.2%

- Actual revenue includes the quarterly Cash Contract payments for vehicle depreciation, and higher than projected bankruptcy loss recovery proceeds.
- About \$10M was appropriated for FY 2017/18, and \$1.4M rebudgeted from FY 2016/17 to FY 2017/18. The major expenditure during the first quarter was the quarterly lease payment on the helicopters.

SUMMARY

For more information. This summary is based on detailed information from our financial system. If you would like more information or have any questions about the report, please contact Deborah Gunderson, Budget Manager at 714-573-6302, or Tricia Jakubiak, Treasurer at 714-573-6301.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2018

Agenda Item No. 3C
Consent Calendar

Award of RFP #DC2250 – Public Affairs Consulting Services

Contact(s) for Further Information

Lori Zeller, Assistant Chief
Business Services Department

lorizeller@ocfa.org

714.573.6020

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Summary

This agenda item is submitted for approval to award a contract for Public Affairs Consulting Services to LG Strategies & Cerrell Associates, Inc., the number one ranked firm in the Request for Proposal process.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve award of RFP DC2250 to LG Strategies & Cerrell Associates, Inc. and authorize the Purchasing Manager to sign the proposed Professional Services Agreement for Public Affairs Consulting Services in an annual amount not to exceed \$75,000, with two additional one-year renewal options.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the Mid-Year Financial Review, and will be included as an ongoing annual line item in the FY 2018/19 budget.

Background

In response to recent needs for professional guidance with OCFA's public affairs, the Board of Directors requested staff initiate the process of engaging a consultant for ongoing Public Affairs Consulting Services.

Request for Proposal (RFP) Process

On October 30, 2017, RFP DC2250 (Attachment 3) was issued to solicit competitive proposals from firms for Public Affairs Consulting Services. Final proposals were due November 29, 2017, and proposals were received from five firms: CommLAB, Cornerstone Communications, Fiona Hutton & Associates, LG Strategies/Cerrell Associates, Inc., and Venture Strategic.

An evaluation team consisting of staff from Communications & Public Affairs, Support Services Department, and Operations Department evaluated the written proposals. Each proposal was evaluated based on the criteria and point structure as defined in the RFP: statement of qualifications

and experience (25), project approach/scope of work (25), communication strategies (25), and proposed costs (25). As a result of the proposal evaluations, the three top-ranked firms were invited for interviews, including: CommLAB, Fiona Hutton & Associates, and LG Strategies/Cerrell Associates, Inc. Additional information on the Evaluation Team Scoring is provided in Attachment 1.

Five members of the OCFA Board of Directors, serving as the *Public Affairs Ad Hoc Committee*, served as the evaluation committee for conducting the final interviews, including Directors Swift, Sachs, Muller, Brown, and Davies. Based on the combined scores at the conclusion of the interviews, the committee unanimously recommended award of contract to LG Strategies & Cerrell Associates, Inc. (Attachment 4), the number one ranked firm.

In making this recommendation, the Ad Hoc Committee highlighted strengths demonstrated by LG Strategies & Cerrell Associates, including strong background working with government agencies including public safety, demonstrated research of OCFA, well-articulated ideas for assisting OCFA with public relations, educating the media about OCFA, improving OCFA's website as a source of information for the public, and competitive pricing of services.

Per request from the Ad Hoc Committee, LG Strategies & Cerrell Associates provided an initial 90-day plan to summarize initial actions that would be taken while under contract with OCFA (Attachment 2).

Recommendation for Award

Based upon the evaluation results, staff is recommending award of contract to LG Strategies & Cerrell Associates, Inc. in an annual amount not to exceed \$75,000. This contract amount includes:

- Fixed fees of \$5,000 per month, or **\$60,000 per year**, for the services requested by OCFA in the RFP for Public Affairs Consulting Services.
- Funding of **\$3,000 per year** for out-of-pocket incidentals associated with potential travel/lodging (if required). Use of this funding will require pre-approval by the Assistant Chief of Business Services.
- Optional funding of **\$12,000 per year** for additional, special projects. Special projects could include creating and coordinating multiple outreach events across multiple cities within OCFA's service area, specialized day-long training sessions for large teams, or situations which would require significant, sustained staffing over a multiple-day crisis situation. This category is optional, offered under the hourly rate structure outlined in the response to the RFP, and will require pre-approval by the Assistant Chief of Business Services.

The proposed contract award reflects a one year term, with two additional one-year renewal options. Pricing per the response to the RFP will remain constant for all three years.

Attachment(s) (*On file in the Office of the Clerk and available upon request.)

1. Proposal Evaluation Scoring for DC2250 – Public Affairs Consulting Services
2. LG Strategies & Cerrell Associates 90-Day Plan
3. *RFP DC2250
4. *LG Strategies & Cerrell Associates, Inc. Agreement and Proposal

**ORANGE COUNTY FIRE AUTHORITY
DC2250 - Public Affairs Consulting Services**

Attachment 1

	*LG Strategies & Cerrell Associates			Cornerstone Communications			Fiona Hutton & Associates			**Venture Strategic			CommLAB		
Monthly Retainer Fee	\$5,000.00			\$10,500.00			\$15,000.00			\$8,500.00			\$10,000.00		
**Annual Cost - All firms proposed the rate for three years	\$60,000.00			\$126,000.00			\$180,000.00			\$102,000.00			\$120,000.00		
Evaluators	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
A. Communications Strategies (250)	175	200	175	175	125	175	250	200	175	175	138	175	250	188	225
B. Project Approach/Scope of Work (250)	175	175	150	175	125	150	250	200	175	175	150	150	250	213	200
C. Statement of Qualifications & Experience (250)	200	200	175	250	150	175	250	213	175	250	150	150	250	200	225
D. Proposed Costs (250)	250	250	250	119	119	119	83	83	83	147	147	147	125	125	125
Total Written Evaluation Points	800	825	750	719	519	619	833	696	608	747	585	622	875	725	775
Written Proposal Rankings	3	1	2	5	5	4	2	3	5	4	4	3	1	2	1
Sum of Rankings	6			14			10			11			4		
Overall Proposal Rank	2			5			3			4			1		

*LG Strategies & Cerrell Associates allows for additional services at hourly rates, if desired.

**Venture Strategic's cost shown includes the base rate without additional \$35,000 requested for social media services or a NTE of 148,000

Public Affairs Consulting Services Ad Hoc Committee Interview Rankings

	*LG Strategies & Cerrell Associates					Fiona Hutton & Associates					CommLAB				
Evaluators	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Ad Hoc Member Scores	50	36	50	50	30	35	24	43	30	0	49	32	48	40	20
Interview Ranking	1	1	1	1	1	3	3	3	3	3	2	2	2	2	2
Overall Interview Rank	1					3					2				

Attachment 1



OCFA 90-Day Workplan

As the LG Strategies/Cerrell Associates team prepares to engage with OCFA, we have prepared this outline of proposed engagement for the first 90 days of the contract. This outline is intended as a high-level summary of preplanned dates and actions which will enable us to gather input from the Board of Directors, members of the Executive Management team, and key staff members. This input will guide us to further define the finer details of the work we will be performing for OCFA during this initial 90 days, and over the following year.

FIRST 30 DAYS - END OF JANUARY/FEBRUARY 2018

Executive Team Meeting

Upon commencement of the contract (estimated to be on or around January 25, 2018), the LG/CAI team proposes to begin formal engagement by immediately meeting with the OCFA Executive Team at its regularly scheduled meeting on Wednesday, January 31, 2018 at 9:00 a.m. for initial input from the Executive Team about current issues and strategies that OCFA is focused on.

We will also attend the Executive Team meeting on February 14 at 9:00 a.m. During this meeting, the team also meets with the OCFA Board Chair and Vice Chair to run through the agenda for the following week's OCFA Board Meeting. The LG/CAI team will schedule additional time to meet with the newly elected Board Chair and Vice Chair to discuss insights and ideas into ways in which they would like to see the new consultant team engage. The consultant will attend 2 Executive Team meetings per month.

Board Meeting

The OCFA Board will hold its regular meeting on Thursday, February 22, 2018. LG Strategies will attend this board meeting, and will also attend all future scheduled board meetings.

In addition, LG/CAI team will begin regular outreach to every board member, inviting in person or telephonic calls to provide input, insights, and information that will be important to the consultant team as it prepares its recommendations for proactive engagement on behalf of the OCFA.

Bi-Weekly Executive Team Call

On the off weeks between Executive team meetings and Board Meetings, the consultant team will participate in a phone call with designated members of the OCFA Executive Team as determined by the Chief and management.

The issues the team will begin to focus on include:

- Air Operations - Mediation
- Fire Chief – Interim leaving and appointment of the new
- Canyon 2 Fire Independent Review Panel Report
- County Independent Review of Canyon Fire

Tactical efforts:

- Begin review of existing media protocols, website and materials.
- Review internal communications vehicles
- Interviews with OCFA Board Chairs of Budget and Finance and Human Resources Committees.

30-60 DAYS - MARCH 2018

Executive Team Meeting – March 14, 2018

Board Meetings – March 15 and March 22, 2018

Bi-Weekly Executive Team Call

The OCFA Executive Team has indicated there will be some key discussions happening with the Board in March in which the communications team will be heavily involved. LG/CAI will be working with the Executive team to craft materials, including press releases and presentation materials as appropriate.

Tactical efforts:

- Work with OCFA Staff to craft media tours of key operations – Air Ops
- Updates to Website, Social media platforms
- Interview new Fire Chief

60-90 DAYS - APRIL 2018

Executive Team Meeting – April 4 and April 18, 2018

Board Meeting – April 26, 2018

Bi-Weekly Executive Team Call

In April, the LG/CAI team will provide the Executive team with a work plan designed to integrate the ideas of the newly selected Fire Chief, incorporate guidance from OCFA Board members and implement a robust media engagement and communications plan for the agency.



ORANGE COUNTY FIRE AUTHORITY

Request for Proposal

Public Affairs Consulting Services

DATE: October 30, 2017

RFP Number: DC2250

The Orange County Fire Authority (OCFA) is seeking proposals from qualified and experienced firms (experience with government and public sector is desirable) to provide Public Affairs services on an as needed basis.

Proposals will be received no later than 11:00 A.M., November 29, 2017.

Submittal of Proposal may be hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than the date and time identified above. Another option is to submit your proposal electronically online through Planetbids.

LATE PROPOSALS WILL NOT BE ACCEPTED

A non-mandatory pre-proposal conference is scheduled on **November 15, 2017** at 10:00 a.m. at the Orange County Fire Authority Regional Operations and Training Center (RFOTC), 1 Fire Authority Road, Purchasing Conference Room (Building C), Irvine, CA 92602. Please see page 4 for additional options for attending the pre-proposal meeting via conference call.

Any questions concerning this RFP can be submitted on-line via the Q&A module available through Planetbids (OCFA's e-procurement system) before **November 15, 2017 at 3:00 p.m.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

One (1) original hard copy and one (1) electronic copy in PDF or Word (on Digital Media), of the proposal shall be sent to the attention of the Purchasing Manager, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Item Number, and the Due Date. Another option is to submit your proposal electronically through the Planetbids website. *If you elect to submit your proposal electronically through Planetbids, no digital media will be required.* There will be no public opening of proposals.

If you have any questions, please contact Debbie Casper, C.P.M., CPPB, Purchasing & Materials Manager, at (714) 573-6641 or via e-mail at: debbiecasper@ocfa.org.

Regards,

A handwritten signature in cursive script that reads "Debbie Casper".

Debbie Casper, C.P.M., CPPB
Purchasing & Materials Manager

Table of Contents

SECTION I: PROPOSAL INFORMATION.....	3
INTRODUCTION.....	3
AGENCY BACKGROUND	3
ESTIMATED RFP SCHEDULE.....	4
TERM OF AGREEMENT.....	4
PRE-PROPOSAL CONFERENCE.....	4
DUE DATE.....	4
GENERAL INFORMATION	5
SECTION II: SCOPE OF WORK	6
MINIMUM QUALIFICATIONS.....	6
SPECIFIC REQUIREMENTS – GENERAL RESPONSIBILITIES.....	6
SECTION III: GENERAL INSTRUCTIONS TO OFFERORS.....	8
SECTION IV: EVALUATION OF PROPOSALS AND NEGOTIATIONS	14
SECTION V: PROPOSAL REQUIREMENTS.....	16
APPENDIX A – OFFEROR’S INFORMATION.....	18
APPENDIX B – REFERENCES	19
APPENDIX C – PROPOSAL QUESTIONNAIRE.....	20
APPENDIX D – PRICING PAGE	21
APPENDIX E – CERTIFICATION OF PROPOSAL	22
APPENDIX F – ORGANIZATION CHART.....	23
APPENDIX G – PARTY AND PARTICIPANT DISCLOSURE FORMS	24
EXHIBIT 1 – PROFESSIONAL SERVICES AGREEMENT	31

SECTION I: PROPOSAL INFORMATION

INTRODUCTION

The OCFA is seeking proposals from qualified Public Affairs firms to serve as an extension of the OCFA's existing Communications & Public Affairs Department on an as needed basis. The selected firm will work directly with the OCFA to build strategic communication plans for specific issues, targeted for various audiences, and will work side by side with the OCFA to implement plans. The selected firm will assist OCFA staff to prepare for interactions with the media, provide training to key staff when needed, and will communicate with elected officials to support specified proposals, policies and programs that support and benefit OCFA's mission to provide fire and emergency response services to residents of Orange County.

The OCFA's Communications & Public Affairs Section is managed by a Battalion Chief who is supported by one full-time Captain PIO, several relief PIOs, a Community Education Supervisor, four Community Educators, and multi-media staff. An organization chart for the Communications & Public Affairs Section is provided as Appendix F.

The selected firm will be expected to demonstrate their ability to develop effective communication strategies and to interact with local Orange County elected officials, associations, and other local stakeholder groups.

A successful firm must demonstrate their qualifications in the submitted proposal.

AGENCY BACKGROUND

The Orange County Fire Authority was formed on March 1, 1995, transitioning from the Orange County Fire Department to a Joint Powers Authority (JPA) as allowed by California State Government Code 6500 et seq. The OCFA is an independent organizational entity similar to a special district. The service area includes twenty-three member cities, and the unincorporated areas of Orange County, California, including State and Federal Responsibility areas. A twenty-five member Board of Directors governs the OCFA. This Board includes an elected official appointed to represent each of the twenty-three member cities and two representatives from the County Board of Supervisors. The OCFA is managed by an appointed Fire Chief who reports to the Board of Directors.

The OCFA is the largest regional fire service organization in Orange County and one of the largest in California. Emergency response services are provided to a community of over 1.75 million residents in a 575 square mile area. The OCFA's authorized staffing level is 1,372 full-time positions. These personnel provide front-line services, including prevention, education, dispatch, emergency response and technical and administrative support.

The OCFA serves the following jurisdictions:

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

ESTIMATED RFP SCHEDULE

Proposal Posting Date	October 30, 2017
Online Q & A	November 15, 2017
Due date for Proposals	November 29, 2017
Tentative Interviews with Finalist (if required)	December 12, 2017
Award Contract (Tentative)	January 2018

Proposals submitted will be evaluated by staff based on the criteria listed in the RFP. The recommendation will be referred to the OCFA Executive Committee for approval and award of the contract, if required. It is anticipated the evaluation and negotiations will be completed by the end of December and the recommendation for award will be made to the Executive Committee the following month if approval is required.

TERM OF AGREEMENT

The initial term of the agreement should reflect hourly rates for services and fees performed on an as-needed basis, and/or as an alternative, fixed monthly fees. The contract may continue for up to one-year commencing upon the date of contract execution, subject to the "Time of Performance" and the "Termination" provisions of the OCFA's Professional Services Agreement (Exhibit 1). At the option of the OCFA, the contract may be renewed, with the concurrence of the firm, for up to two (2) additional one-year periods not to exceed a total contract term of three years. Each contract is subject to the satisfactory negotiation of terms, including a price acceptable to both the Authority and the selected firm and availability of an appropriation in the Authority's budget.

PRE-PROPOSAL CONFERENCE

If a non-mandatory pre-proposal meeting is scheduled, the time, date and location will appear in the schedule above. This informational meeting will be held to allow for questions and clarifications concerning the Authority's RFP process and subsequent contract award. Offerors should be familiar with the proposal prior to attending the pre-proposal conference. If you will be attending this pre-proposal meeting in person or if you are interested in attending this meeting remotely through GoToMeeting, please contact Marilee Freville via e-mail at: marileefreville@ocfa.org or by telephone at: (714) 573-6640 to reserve your spot. Please note that the call-in space is limited and will be provided on a first come first serve basis. Any questions concerning this RFP should be submitted on-line via the Q&A module available through Planetbids (OCFA's e-procurement system) before the date and time identified in the schedule. OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

DUE DATE

Closing time and date: **November 29, 2017 no later than 11:00 a.m.** One (1) original hard copy (marked original) and one (1) electronic copy in PDF or Word (on CD or DVD) of the proposal must be submitted in sealed envelope marked RFP – DC2250 and submitted to the following address (*unless submitted electronically through Planetbids*):

Delivery Address:
Orange County Fire Authority
Attn: Purchasing Section
1 Fire Authority Road Bldg. C
Irvine, CA 92602

GENERAL INFORMATION

The successful firm will be one that demonstrates the requisite experience and ability to provide Public Affairs services for government agencies, including fire and/or public safety agencies. Sealed proposals will be accepted up to the date and time stated herein. Proposals must be prepared in conformance with the instructions provided.

Only those firms with verifiable experience as it relates to the requirement of this solicitation will be considered during the evaluation process.

The OCFA shall not be liable for any pre-contractual expenses incurred by a Firm in relation to the preparation or submittal of a proposal. Pre-contractual expenses include, but are not limited to, expenses by the Firm in preparing a proposal or related information in response to the RFP; negotiations with the OCFA on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, the OCFA shall not be liable for expenses incurred as a result of the OCFA's rejection of any proposals made in response to this RFP. In addition, no respondent shall include any such expenses as part of the price proposed to conduct the Executive Recruitment.

To be considered responsive, Offerors must respond to this solicitation in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful Offeror will satisfy all of the objectives and service specifications outlined in this document.

Any Offeror who wishes his/her proposal(s) to be considered is responsible for making certain that the proposal is received in the Purchasing Office by the announced time. No oral, telegraphic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures when the proposal is not submitted electronically. Please note that there will be no public opening of proposals. Proposal information shall not be made public until the contract is awarded. At that time the executed contract will become public information. Please direct any questions regarding this proposal to Debbie Casper, C.P.M., CPPB, Purchasing & Materials Manager, via telephone (714) 573-6641 or e-mail: debbiecasper@ocfa.org.

The Orange County Fire Authority reserves the right to negotiate with any Offeror(s) as necessary to serve the best interest of the Authority and negotiate the final contract(s) with the most responsive, responsible Offeror. OCFA reserves the right to waive, at its discretion, any irregularity or informality, which the OCFA deems correctable or otherwise not warranting rejection of the RFP. OCFA reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of the OCFA to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP, are solely the responsibility of the Offerors.

By submitting an offer, the Offeror acknowledges understanding of the rules as defined in this RFP. Compliance with all of the terms and conditions of the agreement is mandatory for companies providing services to OCFA.

The intent of the OCFA is to award a contract to the respondent that scores the highest in the RFP evaluation process. Please provide your response to all the information requested in this RFP so that the firm you represent can be assessed to the best advantage.

SECTION II: SCOPE OF WORK

This Request for Proposal (RFP) is issued with the intent to select a qualified full service Public Affairs firms to serve as an extension of the OCFA's existing Communications & Public Affairs Section. The selected firm will work directly with the OCFA to build strategic communication plans for specific issues, targeted for various audiences, and will work side by side with the OCFA to implement plans. The selected firm will assist OCFA staff to prepare for interactions with the media, provide training to key staff when needed, and will communicate with elected officials to support specified proposals, policies and programs that support and benefit OCFA's mission to provide fire and emergency response services to residents of Orange County.

The ideal firm will have capacity and commitment to perform the services effectively, efficiently and timely as evidenced by prior experience with governmental Public Affairs services, credentials of staff assigned to the account, and pricing and compensation that is reasonable.

MINIMUM QUALIFICATIONS

To be considered for full evaluation and possible award, Respondents must first meet the threshold minimum qualification requirements listed below: (minimum requirements can be met by combining experience, expertise, and resources of the Respondent and any proposed subcontractors).

- Consultant shall possess the proven ability to initiate, develop, and carry out effective communication strategies to influence support for specified proposals, policies, and programs and the ability to effectively communicate on behalf of the OCFA.
- Consultant will have had successful local agency contracts similar in nature with at least one (1) public agency in Orange County within the past two years, preferably inclusive of experience serving fire and/or public safety agencies.
- Consultant's other clients should not pose conflict of interest issues for OCFA, nor should their interest be in direct conflict with the OCFA's mission to provide fire and emergency response services to residents of Orange County.

The Respondent must state specifically in the descriptive narrative how your firm meets the minimum qualifications specified above.

SPECIFIC REQUIREMENTS – GENERAL RESPONSIBILITIES

Under the direction of the OCFA Fire Chief, or his designee, the Consultant will provide the following services:

1. Assist OCFA in developing proactive communication strategies and messages for key issues, proposals, policies, and programs.
2. Work closely with the Fire Chief and OCFA staff to develop and implement outreach plans, targeted for various audiences, to achieve goals associated with key issues.
3. Assist OCFA staff to prepare for interactions with the media, and provide periodic training to key Communications & Public Affairs staff.

4. Communicate with and inform elected officials and other local stakeholder groups to gain public support for key issues, upcoming proposals, and ongoing programs that support and benefit OCFA's mission to provide fire and emergency response services to residents of Orange County.
5. As requested by the Fire Chief or his designee, attend OCFA Board of Directors meetings, City Council meetings, and other meetings as necessary in support of the key issues and current proposals that may be underway, throughout the year.

SECTION III: GENERAL INSTRUCTIONS TO OFFERORS

ACCEPTANCE PERIOD

Unless otherwise specified herein, proposals are firm for a period of one hundred eighty (180) days.

AMENDMENT OF REQUEST FOR PROPOSAL

The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time. Amendments (addendums) may be obtained from the OCFA website at: www.ocfa.org. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Any interested Offerors without Internet access may obtain a copy of this solicitation by calling (714) 573-6640, or a copy may be picked up during regular business hours. OCFA takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.

AWARD SELECTION PROCESS

A response to this Request for Proposal is an offer to contract with OCFA based upon the scope of work contained in OCFA's Request for Proposal and the terms and conditions set forth in the Professional Services Agreement template. Award will be made to the Offeror(s) submitting the most advantageous proposal(s) after consideration of all Evaluation Criteria set forth in this solicitation. An Evaluation Committee will be established by the OCFA. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. OCFA reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The award will be made in the best interests of OCFA after all factors have been evaluated.

Selection of qualified Offerors will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; price proposal; support and services; qualifications and experience with similar types of efforts; and references. Additional questions may be asked of Offerors and demonstrations may be conducted. Offerors will be notified of any additional required information or demonstrations after the written proposals have been evaluated. The recommendation will be made to the OCFA Board of Directors Executive Committee if required. Once the contract(s) are approved, the Offeror(s) selected will enter into contract with the OCFA.

CAMPAIGN CONTRIBUTIONS DISCLOSURE

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the Party and Participant Disclosure Forms provided in Appendix G of this RFP and submit as part of the proposal, if applicable. Offeror is required to submit only one copy of the completed form(s) as part of its proposal. This/these form(s) should be included in the original proposal. The Offeror and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the OCFA Board of Directors takes action.

CANCELLATION OF SOLICITATION

The OCFA may cancel this solicitation at any time.

CERTIFICATION

By signature on the Offer/Price Page, Certification of Submittal page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract.
- The Offeror hereby certifies, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

CONFIDENTIAL INFORMATION

All responses to this RFP become the property of OCFA and will be kept confidential until such time as recommendation for award of a contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its proposal is exempt from public disclosure, such portion may be marked “confidential.” OCFA will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data and information. Proposals marked “confidential” in their entirety will not be honored and OCFA will not deny public disclosure of all or any portion of proposals so marked. By submitting information with portions marked “confidential”, the respondent represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse OCFA for, and to indemnify, defend and hold harmless OCFA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever (collectively, “Claims”) arising from or relating to OCFA’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, OCFA may request that the bidder/respondent directly defend any action for disclosure of any information marked confidential.

COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, and other laws relative thereto.

DEBARMENT / SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Offeror will be screened at the time of RFP response to ensure respondent, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

OCFA will verify respondent, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.sam.gov.

DISCUSSIONS

The OCFA reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

DISQUALIFICATION OF OFFEROR(S)

If there is reason to believe that collusion exists among the Offerors, OCFA may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to an Offeror,

or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Reasonable grounds for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Firm is interested. If there is reason to believe that collusion exists among the Firms, OCFA may refuse to consider Proposals from participants in such collusion. Firms shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute regarding this solicitation arises, the party wishing resolution of the dispute must submit a request to the Purchasing Manager in writing. The request must include information regarding the legal and factual grounds of the dispute, the form of relief requested, and be brought forth in accordance with OCFA's [Purchasing Ordinance, Article IX. Legal and Contractual Remedies](#), which can be found on OCFA's website.

Requests to resolve a dispute concerning improprieties in the proposal process prior to the solicitation due date, must be submitted not less than five (5) working days before the solicitation due date.

Should a dispute arise regarding this solicitation's Recommendation for Award or Denial of Award, the request for resolution must be submitted in writing within seven (7) days after the party bringing the dispute knows or should have known the facts hereto; however in no event later than seven (7) days after issuance of the Intent to Award.

EXPERIENCE AND COMPETENCY

The successful Offeror(s) shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful Offeror(s) shall also have **no less than five (5) years of experience in the magnitude and character of the work proposal**. Each Offeror shall provide information about experience with the proposal. To determine the degree of responsibility to be credited to the Offeror, OCFA will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible Offeror(s), consideration will be given not only to the financial standing, but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

FAMILIARIZATION OF SCOPE OF WORK

Before submitting a proposal, each Offeror shall familiarize themselves with the scope of work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

INDEMNIFICATION

Offeror shall protect and indemnify the OCFA, the Board of Directors, and all of its or their officers, agents and servants against any claim or liability arising from or based on Offeror's violation of any existing or future state, federal, and local laws, ordinances, regulations, orders or decrees pertaining to Offeror's submittal.

INDEPENDENT CONTRACTOR

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of OCFA.

It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of OCFA.

INQUIRIES

Any question related to the Request for Proposal shall be directed to the Purchasing Manager, Debbie Casper, C.P.M., CPPB. Questions and comments regarding this solicitation must be submitted in writing, either by mail, facsimile or e-mail to the Purchasing Manager, Orange County Fire Authority, 1 Fire Authority Road Bldg. C, Irvine, California, 92602, faxed to (714) 368-8845 or e-mailed to: debbiecasper@ocfa.org, no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding. Answers will be sent to all known proposal holders.

LATE PROPOSALS

Late proposals will be rejected and not opened.

NEGOTIATIONS

Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the OCFA deems that negotiations are not progressing, OCFA may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

NOTICE OF INTENT TO AWARD/EXECUTION OF CONTRACT

Following the interviews, a notification of OCFA's intent to award contract ("Notice of Intent to Award") will be sent to the successful Offeror(s). Immediately following receipt of the Notice of Intent to Award, the successful Offeror shall submit the following items to the Purchasing & Materials Manager or designee:

- a) Two (2) hard copy originals of the Professional Services Agreement ("PSA"), in a form approved by OCFA General Counsel, signed by an individual(s) duly authorized to bind the Offeror.
- b) Evidence of insurance coverage consisting of certificates of insurance and original endorsements as required per the PSA (see Exhibit "1").

In case of failure of the Offeror(s) to execute and return the PSA and all required documents within the time allowed, the OCFA may, at its option, consider that the Offeror(s) has/have abandoned the contract.

Following the Executive Committees award of contract, OCFA shall return one fully executed copy of the PSA to the successful firm.

OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to Purchasing Manager less than five (5) working days before the RFP due date. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, OCFA requires an offer in response to this solicitation to be valid and irrevocable for one hundred and eighty (180) days after the proposal due date and time.

PRE-PROPOSAL CONFERENCE

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference, questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Purchasing Manager. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to OCFA at this meeting. OCFA will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

PREPARATION OF PROPOSAL

- All proposals shall incorporate the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- The Proposal form and any solicitation amendments must be signed and returned with the proposal. The forms submitted shall be signed by a person authorized to submit an offer. An authorized signature on the Proposal form, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide services specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- Periods of time, stated as a days, shall be in calendar days.
- It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

PROPOSAL OPENING AND RESULTS

Please note that there will be no public opening of proposals. The list of firms participating in the solicitation will be available when the recommendation for award(s) is made to the Executive Committee.

PUBLIC RECORD

All proposals submitted in response to this Request for Proposal shall become the property of OCFA and shall become a matter of public record available for review subsequent to the award notification.

RESERVATION OF RIGHTS

Notwithstanding any other provision of the Request for Proposal, OCFA reserves the right to:

- Conduct pre-award discussion or pre-award negotiations with any or all responsive responsible proposals; or
- Request that the Offeror furnish additional information; or
- Accept or reject any or all proposals, or portions thereof; or
- Issue multiple awards, if it is in the best interest of the agency; or
- Limit and/or determine the actual contract services to be included in the contract; or
- Reissue the Request for Proposal.

The OCFA reserves the unilateral right to modify or amend this RFP in writing at any time for any reason the OCFA determines to be in its best interest. The OCFA also reserves the right to cancel or reissue the RFP at its sole discretion. OCFA reserves the right to accept or reject any or all proposals and the right to waive minor irregularities in any proposal. Waiver of one irregularity does not constitute waiver of any other irregularities.

WHERE TO SUBMIT PROPOSALS

In order to be considered, the Offeror must complete and submit its proposal to OCFA Purchasing Office at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope or submitted electronically through PlanetBids as indicated on the cover page of this solicitation. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

WITHDRAWAL OF PROPOSAL

At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

SECTION IV: EVALUATION OF PROPOSALS AND NEGOTIATIONS

EVALUATION PROCESS

Proposals must fully address the evaluation factors; contain references and data to verify qualifications and experience that address the Firm's ability to provide services as outlined in the scope of work. All proposals will be reviewed by an evaluation committee comprised of OCFA staff for compliance with the specifications including documented capability to perform the prescribed work in a satisfactory manner. Respondents should respond to all requirements in the order in which they are presented. Proposals, which appear to be compliant, will be evaluated in accordance with the following:

1. Statement of Qualifications & Experience (25)

This set of criteria assesses the Offeror's history of performance and demonstrated ability and expertise in providing the service based on the responses provided in the transmittal letter and statement of qualifications in addition to the qualifications and experience of key-personnel assigned to the project team and relevant experience of the firm.

2. Project Approach/Scope of Work (25)

This set of criteria assesses how well the offeror responds to and demonstrates understanding of the RFP. It assesses how well the service meets the required specifications and objectives in the solicitation including the quality and completeness of the proposal.

3. Communication Strategies (25)

Demonstrated ability to develop effective communication strategies, marketing, or key messaging materials.

4. Proposed Costs (25)

The lowest price proposal will not necessarily be selected. OCFA is looking for the best value versus the lowest price. The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Total Cost of Lowest Responsive Offer}}{\text{This Proposer's Total Cost}} \times 25 = \text{Awarded Points}$$

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. OCFA may request a best and final offer from the top ranking firms for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

OCFA reserves the right to shortlist the Offerors on all of the stated criteria. OCFA may determine that short listing is not necessary.

ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS

1. **Shortlist**

OCFA reserves the right to shortlist the Offerors on all of the stated criteria. OCFA may determine that short listing is not necessary.

2. **Interviews**

OCFA reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, OCFA may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. OCFA shall not reimburse the Offeror for the costs associated with the interview process. Interviews will be held at a time and place specified by OCFA. The Firm's key project team members will be invited to attend the interview. The interviews will last approximately 60 minutes, with the time allocated between firm's presentation and question and answer period. The firms should be prepared to discuss at the interview, their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent things that distinguish your firm from others.

Interview Rating Criteria:

The following criteria and points will be used in evaluating and rating the short-listed firms.

- | | |
|--------------------------|-----------|
| - Interview Presentation | 20 points |
| - Interview Questions | 30 points |

The score achieved from the interview will be combined with the scoring for the initial evaluation, for a total. It is OCFA's intent to commence negotiations with the Offeror(s) deemed most advantageous. OCFA reserves the right to re-evaluate the written proposal in light of any additional information provided in the interview process.

3. **Additional Investigations:**

OCFA reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal. Previous experiences with the proposer may be taken into consideration when evaluating qualifications and experience.

4. **Overall Evaluation of the Proposal Response:**

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

5. **Post-Proposal Discussions with Offerors:**

OCFA reserves the right to conduct post-proposal discussions with any Offeror(s).

6. **Negotiations:**

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. OCFA may request a best and final offer from the top ranking firm/s for further evaluation and consideration.

The Offeror with the best ranking after negotiations will be recommended for award of the contract.

When the evaluation team has completed its review of the proposals and the finalized the negotiated the best and final offer, the Purchasing Department will send a Notice of Intent to Award to the successful Firm. The award may be subject to OCFA Executive Committee approval.

SECTION V: PROPOSAL REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified. Only proposals from Offerors that meet the minimum qualifications will be evaluated. All Offerors are expected to provide detailed answers to the proposal requirements listed below. The answers provided will be relevant in the evaluation process of the proposal. Additional information, if provided, should be separately identified in the proposal.

Proposals (submittals) shall include, at a minimum, the following:

- 1) **Transmittal letter:** Letter should be on the firm's letterhead. The letter should be signed by the Prime Consultant or in the case of a joint venture or other joint-prime relationship; an officer of each venture partner shall sign on behalf of the proposing firm. The letter should explain the Offeror's understanding, approach and strategy for achieving the objectives outlined in the scope of work. The Offeror must state specifically how the firm meets the minimum qualifications stated on page 6. The letter must be signed by an individual authorized to bind the Offeror.
- 2) **Relevant Experience:** Offeror shall demonstrate experience in Public Affairs consulting, communications strategies, advising and implementing advocacy strategies. Knowledge of public agency and fire service issues are desirable and should be specifically cited for consideration.
 - a) Describe prior work experience performing Public Affairs and developing communication strategies for public agencies.
 - b) Describe prior work experience demonstrating either specific knowledge of OCFA, Orange County, member cities, and local or California based entities.
 - c) Describe work experience in the area of fire services, emergency response, homeland security, disaster response and preparedness.
- 3) **Project Team and Resumes:** Please include the names, title, qualifications, training and expertise of the proposed contract manager and support staff (if any) who will be conducting work on OCFA assignments. The contract manager will be expected to be fully involved and conversant in the details of on-going processes. Include the primary office location of team members.
 - a) Prime Consultant(s): Resume, including years of Public Affairs consulting experience, and other relevant experience with government agencies or elected offices.
 - b) Associate Consultant(s): Resume, including years of Public Affairs consulting experience, and other relevant experience with government agencies or elected offices.
 - c) Sub Consultant(s): List other members of the firm or sub-consultants that may assist on an as needed basis. Provide office location, telephone numbers and subject areas of expertise.
- 4) **Appendix A – Offeror's Information:** Provide a brief profile of the firm including the types of services offered, the year founded, form of organization (corporation, partnership, sole proprietorship), including number of years in business, location of office(s), number of employees, and number of clients your firm currently has.
- 5) **Appendix B – References:** Provide a minimum of three (3) business references, preferably at the level of local public agency, or elected offices, for which services similar to those outlined herein have been provided or are currently being provided. The reference information should include: the agencies name, project description, project dates (starting and ending), agency project manager name, telephone number and e-mail.
- 6) **Appendix C – Proposal Questionnaire:** Submit your responses to the questions in Appendix C.
- 7) **Appendix D - Offer/Cost Proposal:** The pricing should reflect hourly rates for services and fees performed on an as-needed basis, and/or as an alternative, fixed monthly fees. In no event shall the

Authority pay an amount in excess of the dollar value negotiated in the contractual agreement with the successful firm.

- 8) **Appendix E – Certification of Proposal:** Signed and returned with proposal.
- 9) **W-9:** Provide an IRS W-9 Form with submittal.
- 10) **Appendix G - Party Participant and Agent Disclosure Forms:** In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the Party and Participant Disclosure Forms if applicable. Details on this requirement and the disclosure forms are provided in Appendix G.

APPENDIX A – OFFEROR’S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing “DBA (the fictitious name),” provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Firm's Legal Name:	
Firm Parent or Ownership:	
Address:	
Firm Telephone No.	Firm Fax No.
Firm's Tax I.D. Number:	Incorporated: YES_____ NO_____
Legal form of company: (partnership, corporation, joint venture)	
Length of time your firm has been in business:	Length of time at current location:
Number of employees and Number of Current Clients	

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

Name:	Title:
Telephone No.:	E-mail:

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

Name:	Title:
Telephone No.:	E-mail:

***Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix G).***

****For additional information please see page 8 “Campaign Contribution Disclosure”.***

APPENDIX B – REFERENCES

Describe fully at least five contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your firm.

Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	

APPENDIX C – PROPOSAL QUESTIONNAIRE

- 1) Describe your firm's resources and experience providing Public Affairs / communication services in the fire service field. Provide some recent, relevant case history.
- 2) Provide a specific description of the exceptional, value-added features or capabilities beneficial to the OCFA that your firm brings. This could be through existing relationships or experience with past clients, or a creative strategy you have developed and implemented for your clients.
- 3) Provide information on any innovative or unique methods used that distinguish your firm from other Public Affairs consulting firms.
- 4) How are you going to measure your success?
- 5) How do you calculate ROI for the Public Affairs services you provide?
- 6) Who would be OCFA's day to day contact, and how will this individual typically communicate with OCFA?
- 7) What will you require from OCFA to be successful in providing these services?
- 8) Include any additional information you consider to be relevant to the proposal.

APPENDIX D – PRICING PAGE

Proposal Costs - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. OCFA will not separately reimburse costs not included in the proposal. Any additional fees outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said fees. The pricing provided below should include all administrative and support costs.

Please select the pricing option that you are proposing.

☐ **Hourly rate as needed**

Position Title - Description of Service	Hourly Rate
Travel Costs*	
Miscellaneous Costs	

☐ **Fixed monthly fees**

Description of Services	Monthly Rate
Travel Costs*	
Miscellaneous Costs	

1. Please provide details on hourly rates charged if multiple positions will be assigned to OCFA. Provide any minimum hourly increment that you would propose to bill OCFA for.

2. Please provide details on how incidentals and travel will be billed to OCFA and if there is any mark up.

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.

APPENDIX E – CERTIFICATION OF PROPOSAL

In responding to **RFP DC2250 Public Affairs Consulting Services**, the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. **If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Exhibit 1) they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Exhibit 1.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

Name of Firm

Address

City

State

Zip

Signature of Person Authorized to Sign

Date

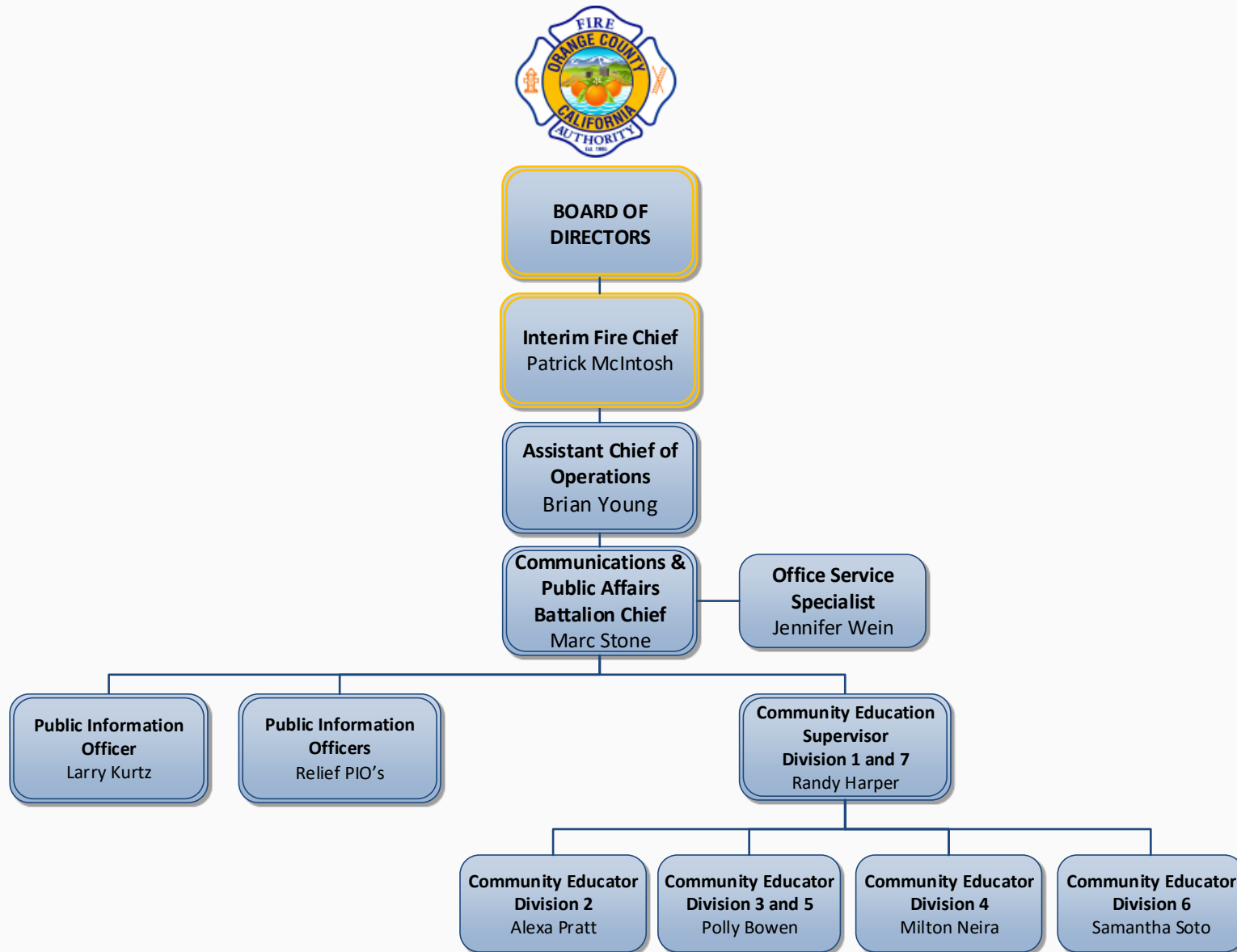
Printed Name

Title

APPENDIX F – *ORGANIZATION CHART*
COMMUNICATION & PUBLIC AFFAIRS

Communications & Public Affairs Department

Operational Organization Chart



APPENDIX G – PARTY AND PARTICIPANT DISCLOSURE FORMS

ORANGE COUNTY FIRE AUTHORITY - PARTY DISCLOSURE

The attached Party Disclosure Form must be completed and submitted by the Offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 14 of this solicitation.

The Participant Disclosure Form must be completed by lobbyists or agents representing the Offeror in this procurement.

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar

business entity, both the business entity and the individual are "agents."

- F. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
- G. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards.

¹ *Entitlement for the purposes of this form refers to contract award.*

² *All Contracts for the purposes of this form refer to the contract award of this specific solicitation.*

ORANGE COUNTY FIRE AUTHORITY
PARTY DISCLOSURE FORM

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: _____

Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

**ORANGE COUNTY FIRE AUTHORITY
PARTICIPANT (AGENT) DISCLOSURE**

The Participant Disclosure Form must be completed by lobbyists or agents representing the Offeror in this procurement. (Please see next page for definitions of these terms.)

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval.

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before the OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).

If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the OCFA or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Authority's or one of its affiliated agencies' decisions in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (3) Communicates with an employee of the OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (4) Testifies or makes an oral statement before the Board of Directors of the OCFA or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY FIRE AUTHORITY
PARTICIPANT DISCLOSURE FORM

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

ORANGE COUNTY FIRE AUTHORITY
Board of Directors

Elizabeth Swift, Chair

City of Buena Park

Dave Harrington, Director

City of Aliso Viejo

Joseph Muller, Director

City of Dana Point

Michele Steggell, Director

City of La Palma

Laurie Davies, Director

City of Laguna Niguel

Leah Basile, Director

City of Lake Forest

Craig Green, Director

City of Placentia

Tim Brown, Director

City of San Clemente

Juan Villegas, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Bill Nelson, Director

City of Villa Park

Gene Hernandez, Chairman

City of Yorba Linda

Todd Spitzer, Director

County of Orange

Ed Sachs, Vice Chair

City of Mission Viejo

Robert Johnson, Director

City of Cypress

Melissa Fox

City of Irvine

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Shelley Hasselbrink, Director

City of Los Alamitos

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias

City of San Juan Capistrano

Ellery Deaton, Director

City of Seal Beach

Al Murray, Director

City of Tustin

Tri Ta, Director

City of Westminster

Lisa Bartlett, Director

County of Orange

EXHIBIT 1 – *PROFESSIONAL SERVICES AGREEMENT*

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and _____, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide as-needed public relations services as requested in RFP DC2250, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated _____, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal/Statement of Work attached hereto as Exhibit "A." The scope of services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP DC2250, dated _____ ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have a sufficient skill and experience to perform the Project services. All Project services shall be completed to the

reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work.

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any work except at Firm's risk until written instructions are received from the Contract Officer.

1.5 Care of Work.

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.6 Additional Services.

Firm shall perform services in addition to those specified in the Statement of Work when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be authorized by the Executive Committee.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in the Statement of Work. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$_____.

3.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

3.3 Changes.

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

3.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement.

If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in the Statement of Work, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term.

This Agreement shall become effective on _____ and continue in full force and effect for one (1) year, unless earlier terminated as provided herein ("Initial Term"). Following the expiration of the Initial Term, this Agreement may be renewed annually at the option of OCFA, with the concurrence of Firm, for up to two additional one-year terms.

5. COORDINATION OF WORK

5.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: _____.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Officer.

The Contract Officer shall be designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment.

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Project Services required hereunder without the express written approval of OCFA.

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Project services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Project services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm for services performed by any subcontractor or subconsultant performing Project services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

5.3.3 Assignments. Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any

person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

5.4 Independent Contractor.

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

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Project services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate. Covered professional services shall specifically include all Project services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits for the Project services to be performed under this Agreement.

6.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

6.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Project services.

6.2.1.4 Firm shall not perform any Project services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Project services performed while required PLI insurance is not in effect.

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CGL Insurance with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits specified herein. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance with limits of no less than \$1,000,000.00 per accident. Auto liability insurance shall be provided on an occurrence-based coverage form; a "claims made" auto liability policy is not acceptable. Firm shall maintain Auto liability insurance with per-claim and aggregate limits for bodily injury and property damage no lower than the minimum Auto Liability coverage limits specified herein. Defense costs shall be paid in addition to the

policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

6.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.2 If Workers' Compensation Insurance is required under Section 6.2.4, Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least \$1,000,000.00 per injury or illness.

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

6.3.1 Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

6.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

6.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

6.4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

6.4.1.1.1 Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

6.4.1.2 Primary, Non-Contributing. Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

6.4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm’s failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided “in accordance with the policy terms” or words to that effect is inadequate to meet the requirements of this Section).

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that “ACORD” Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

6.6 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Project Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Project Services by each subconsultant or subcontractor.

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 6. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

6.7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

6.7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been

provided through another insurance company or companies meeting all requirements of this Agreement.

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.10 Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Project Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.11.1 Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement

which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

6.11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Project Services will be submitted to the OCFA for review.

6.11.6 Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. RECORDS AND REPORTS

7.1 Reports.

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents.

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Confidential Materials.

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information

which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination

is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority
Attention: Debbie Casper,
Purchasing Manager
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm:

[Name]
Attention: _____
[Address]

10.2 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Debbie Casper, C.P.M., CPPB,
Purchasing & Materials Mgr.

APPROVED AS TO FORM.

ATTEST:

By:  for
DAVID E. KENDIG
GENERAL COUNSEL


Sherry A.F. Wentz
Clerk of the Board

Date: 1/17/18

"FIRM"

LG STRATEGIES

Date: Jan. 17, 2018

By: 

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 25th day of January, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and LG Strategies, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide as-needed public relations services as requested in RFP DC2250, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated November 28, 2017, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal/Statement of Work attached hereto as Exhibit "A." The scope of services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP DC2250, dated October 30, 2017 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have a sufficient skill and experience to perform the Project services. All Project services shall be completed to the

reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work.

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any work except at Firm's risk until written instructions are received from the Contract Officer.

1.5 Care of Work.

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.6 Additional Services.

Firm shall perform services in addition to those specified in the Statement of Work when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be authorized by the Executive Committee.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in the Statement of Work. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," fixed monthly fees in an amount not to exceed \$5,000 per month (\$60,000 per year). In addition, with preapproval by the Assistant Chief of Business Services, firm may be reimbursed for out-of-pocket incidental costs associated with potential travel/lodging, in an amount not to exceed \$3,000 per year. Also with preapproval by the Assistant Chief of Business Services, firm may be compensated in an amount not to exceed \$12,000 per year for optional, special projects, utilizing the hourly rate schedule set forth in Exhibit "A."

3.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

3.3 Changes.

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

3.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in the Statement of Work, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term.

This Agreement shall become effective on January 25, 2018, and continue in full force and effect for one (1) year, unless earlier terminated as provided herein ("Initial Term"). Following the expiration of the Initial Term, this Agreement may be renewed annually at the option of OCFA, for up to two additional one-year terms.

5. COORDINATION OF WORK

5.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Lisa Gritzner.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Officer.

The Contract Officer shall be designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment.

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Project Services required hereunder without the express written approval of OCFA.

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Project services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Project services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm for services performed by any subcontractor or subconsultant performing Project services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

5.3.3 Assignments. Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

5.4 Independent Contractor.

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

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Project services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate. Covered professional services shall specifically include all Project services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits for the Project services to be performed under this Agreement.

6.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

6.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Project services.

6.2.1.4 Firm shall not perform any Project services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Project services performed while required PLI insurance is not in effect.

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CGL Insurance with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits specified herein. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability

insurance with limits of no less than \$1,000,000.00 per accident. Auto liability insurance shall be provided on an occurrence-based coverage form; a "claims made" auto liability policy is not acceptable. Firm shall maintain Auto liability insurance with per-claim and aggregate limits for bodily injury and property damage no lower than the minimum Auto Liability coverage limits specified herein. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

6.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.2 If Workers' Compensation Insurance is required under Section 6.2.4, Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least \$1,000,000.00 per injury or illness.

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

6.3.1 Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

6.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

6.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

6.4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

6.4.1.1.1 Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

6.4.1.2 Primary, Non-Contributing. Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

6.4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Firm certifies that it has – prior to

execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

6.6 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Project Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Project Services by each subconsultant or subcontractor.

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 6. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

6.7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

6.7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance

showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.10 Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Project Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.11.1 Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained

in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

6.11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Project Services will be submitted to the OCFA for review.

6.11.6 Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. RECORDS AND REPORTS

7.1 Reports.

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents.

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Confidential Materials.

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority
Attention: Debbie Casper,
Purchasing Manager
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm:

LG Strategies
Attention: Lisa Gritzner
2485 Lindsay Lane
Los Angeles, CA 90039

10.2 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or

unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Debbie Casper, C.P.M., CPPB,
Purchasing & Materials Mgr.

APPROVED AS TO FORM.

ATTEST:

By:  _____
DAVID E. KENDIG
GENERAL COUNSEL


Sherry A.F. Wentz
Clerk of the Board

Date: 1/17/18

"FIRM"

LG STRATEGIES

Date: Jan. 17, 2018

By:  _____

ORANGE COUNTY FIRE AUTHORITY

Response to RFP



LG Strategies

Strategic Communications & Public Affairs



CERRELL

SUBMITTED BY:

LG STRATEGIES & CERRELL ASSOCIATES

NOVEMBER 28, 2017



November 28, 2017

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

RE: Public Affairs RFP – Bid Number DCC2250

To Whom it May Concern:

On behalf of the LG Strategies and Cerrell Associates, Inc. (CAI) team, we are very pleased to submit our response to the Public Affairs Request for Proposals, Bid Number DCC2250. The LG/CAI team consists of public relations and crisis communications professionals with a long history of service to public agencies in Southern California, including current service to OCFA and a history with other public safety agencies in the region.

The LG/CAI team brings decades of experience and knowledge in creating and executing pro-active public relations, communications and crisis communications programs for a wide array of clients. Our philosophy begins with a commitment to engaging and understanding our clients' needs and working with their teams to collaborate and build a program that is inclusive, dynamic, and unique to the agency or issues at hand. One size does not fit all – we know that each media engagement and crisis is different. By crafting programs that can react to and anticipate issues, our team provides value and inspires confidence from our clients. We also work with our clients to build capacity within their organizations and serve as an extension of internal teams already in place to support and assist the team and leadership in times of need. We have provided extensive training, including prepping clients for various scenarios in public presentations and conducting half day and day-long media training sessions, crafted crisis response plans for emergency situations, and been present for real-time crisis situations including incident command and agency coordination with first responder agencies.

Our team possesses considerable experience working within and for public agencies, including the Orange County Fire Authority, the City of Anaheim, The Alameda Corridor Transportation Authority, the City of Monrovia, the Orange County Water District, and the West Basin Municipal Water District.

The LG/CAI team has no conflict of interest and can begin immediately to serve the needs of the Orange County Fire Authority.

Lisa Gritzner
CEO
LG Strategies

Dan Loeterman
Vice President
Cerrell Associates, Inc.



STATEMENT OF QUALIFICATIONS & EXPERIENCE

The LG Strategies/Cerrell Associates (LG/CAI) has a proven record of success in creating and executing strategic public relations and communications programs for government agencies in Southern California. From LG Strategies' most recent work with the Orange County Fire Authority (OCFA) to Cerrell's prior work for the City of Monrovia on issues relating to contract negotiations with their police officers and the Alameda Corridor Joint Powers Authority, the team understands the unique needs of governmental agencies and the complexities of working with Joint Powers Authorities. The LG/CAI team also has direct experience working with first responder/public safety concerns, having represented the Los Angeles Police Union creating messaging and communications tools for engagement with the public, elected officials and the rank and file membership. As the former President of Cerrell Associates, LG Strategies Founder and CEO, Lisa Gritzner, has worked directly on every client issue listed above and has experience coordinating and managing the Cerrell media team. By joining forces for the OCFA program, the agency will receive the benefits of a seasoned team of experts, led by LG Strategies, augmented by the Cerrell team when additional staff resources are needed.

OCFA – LG Strategies worked with the OCFA team during recent efforts to address issues arising from criticism of the agency following the Canyon and Canyon 2 fires. LG Strategies was able to quickly engage with the OCFA leadership to analyze the situation, assess the responses, and consult with the Chief and Command Staff to devise a strategy to provide the OCFA Board and the public with information regarding the fires and the actions of the agency. Activities included reviewing policies and procedures and working to craft messaging to describe actions taken during the fires, scheduling a press conference, drafting statements for the Fire Chief, scheduling media interviews, and consulting with media and command personnel from other agencies to coordinate a multi-agency press conference to disclose the results of the investigation into the cause of the Canyon and Canyon 2 fires. The result was a greater transparency into the actions of the agency and widespread support for the Chief's recommendation to create an independent review panel to assess the agency responses.

CITY OF MONROVIA – CAI was retained by the City of Monrovia to help manage a brewing situation during negotiations with the local Police Officers Association. The association had retained legal counsel known for aggressive media and public relations tactics during contract negotiations and the City was concerned about the negotiations being played out in the media. Cerrell worked with the City Manager and the City Council to create a pro-active strategy to manage messaging and combat inflammatory statements raising concerns about public safety in the community. By providing more transparency into

the negotiations process, swiftly and definitively addressing inaccurate and alarmist statements being made about community safety, and keeping the public and the City leadership informed about the process, the team was able to effectively manage the situation and reach agreement on the contracts without undue pressure and negotiations in the press.

ALAMEDA CORRIDOR JPA – For many years CAI (led by account manager Lisa Gritzner) served as the primary media contact and principal media strategist for the Alameda Corridor Joint Powers Authority, made up of representatives from the Ports of Los Angeles and Long Beach as well as the Cities of Los Angeles and Long Beach and the County of Los Angeles. CAI created an emergency response protocol for the agency, managed all media requests, coordinated annual safety drills for the agency including media tours and information sessions, and handled crisis situations including a suicide in the trench. CAI provided media training for key JPA team members and ACTA staff, created informational materials for the agency, and consulted on briefing materials for the Board as needed.

ORANGE COUNTY WATER DISTRICT – OCWD - For more than two years, from 2014-2016, Cerrell worked with the Orange County Water District (OCWD) to conduct a proactive community, media and public education campaign. CAI's efforts resulted in increased awareness and understanding of the work OCWD does to protect Orange County's groundwater basin and provide a reliable and sustainable water supply for more than 2.4 million Orange County residents.

CAI's efforts have helped in mitigating the impact of state legislation that would have made it more difficult for OCWD to continue that work. CAI also assisted OCWD's staff throughout all phases of research, outreach, material development and messaging on various issues including legacy contaminants threatening the groundwater basin, ocean desalination, the groundwater replenishment system and in media engagement.

CITY OF ANAHEIM - From 2012-2013, the City of Anaheim, which has traditionally been known as the tranquil home of Disneyland, experienced growing unrest. Because of several high-profile officer-involved shootings by the city's police department, there were vocal concerns over the lack of Latino representation on the City Council. The City called on Cerrell to help identify new ways to engage the community and enhance its communications operations, while at the same time help prepare the city for future communications crises.

Working with the city and specifically the City Manager's office, Cerrell strengthened the city's communications capabilities and successfully enhanced the city's position with residents and businesses. Our proactive communications efforts educated the public about citywide services and programs that benefit all Anaheim communities. Additionally, we created the crisis communications strategies and tactics that continue to help the city successfully navigate challenging circumstances.

WEST BASIN MUNICIPAL WATER DISTRICT - Cerrell is currently retained by the West Basin Municipal Water District for a year-long program focusing on the development and implementation of a coordinated public information and outreach effort to effectively communicate the features and benefits of West Basin's Ocean Water Desalination (OWD) Program and potential OWD facility.

CAI's efforts are enabling West Basin to facilitate clear, consistent and regular external communications in order to inform stakeholders about OWD as a reliable, locally-controlled, drought proof, high-quality supply of drinking water for the community. Services also include providing useful and accurate

information to explain or address common concerns, including environmental impacts of OWD, the West Basin OWD program and potential project; helping to correct misinformation that would inhibit stakeholders from making informed decisions about OWD; and building quantifiable support from a range of stakeholder groups for the West Basin program and potential project.

Key audiences for this information and outreach effort include local government leaders, leaders of businesses and chambers of commerce, community and non-profit organization principals, media, environmental groups, the public, retail water agencies and regulatory agencies.

PROJECT APPROACH/SCOPE OF WORK

LG/CAI brings a hands-on approach to every communications program we create. By collaborating with the OCFA team on the ground, our goal is to seamlessly integrate into the organization to provide guidance, strategy and support to identify opportunities to communicate more effectively. We also bring significant subject matter expertise on a wide array of related issues including familiarity with the fire service and understanding of the unique governance structure of the Authority. Each member of the LG/CAI Team has worked with or for local and or state governmental agencies and elected officials handling media and policy issues. We understand the complexities of governmental agencies and the importance of and elevated level of scrutiny focused on first responders. We also understand the importance of communicating effectively within the organization and have managed internal communications for many companies and agencies.

Crafting a Pro-Active Communications Strategy

Some lessons learned from the recent challenges facing the agency in the wake of the Canyon and Canyon 2 Fires aftermath are the need for rapid responses, the importance of accuracy and transparency, and the importance of the ability to anticipate and craft responses to questions that will arise from the media and elected officials.

The LG/CAI Team will work with the OCFA leadership and communications team to identify upcoming issues, such as the release of the findings of the Independent Review Panel, and create a comprehensive strategy to address those findings, including working with the leadership of the organization to look at internal policies and procedures. Having the plan in place for how the authority will be addressing any deficiencies identified by the review panel is a critical part of that strategic effort. The team will also work with the authority to craft a presentation to the OCFA Board, briefing materials for the press, and create an internal agency staff briefing program.

Other areas of focus for the LG/CAI team upon engagement by the OCFA will be to work with the agency leadership to determine opportunities and potential threats to the agency that can be better managed through strategic communications efforts. Examples of issues with the potential to become the focus of the media or the JPA leadership are the mediation between the Orange County Sheriff's Department (OCSD) and OCFA and the upcoming leadership transition as a permanent Chief is selected. These issues should be anticipated, and communications strategies should be determined in advance. This analysis will help us create a comprehensive strategy for the organization and craft a work plan with buy-in from all parties.

Other Proposed Activities

Other initiatives that may be valuable include media training for key command staff and other personnel, conducting an evaluation of the current communications tools for both internal and external audiences, creation of and planning for more public presentations and/or community-facing events, and in-depth media tours and briefings to better educate the media about the complexities of the OCFA and the communities it serves. Media tours will also help forge better relationships with reporters who cover the agency to help manage misunderstandings and misinformation that can arise during crisis situations.

APPENDIX C – PROPOSAL QUESTIONNAIRE

1) Describe your firm’s resources and experience providing Public Affairs / communication services in the fire service field. Provide some recent, relevant case history.

Beginning November of 2017, LG Strategies worked directly with the Orange County Fire Authority to respond to concerns from the media, public and OCFA Board of Directors regarding agency response to the Canyon and Canyon 2 fires. Services involved creating an assessment of the situation in coordination with the command staff, consultation with the Chief and agency legal counsel, review of incident records including 9-1-1 calls, communications logs, and discussions with agency personnel, creation of and staffing of an agency press conference, arranging media interviews, creating messaging documents, coordination with JPA Board members, and coordination with other fire service agencies.

2) Provide a specific description of the exceptional, value-added features or capabilities beneficial to the OCFA that your firm brings. This could be through existing relationships or experience with past clients, or a creative strategy you have developed and implemented for your clients.

The LG/CAI team brings a unique mixture of capabilities to the OCFA. By combining the cost benefits of a small, boutique firm, LG Strategies, who has a proven track record with OCFA with the additional capacity and experience of a larger firm, Cerrell Associates, we believe we can provide OCFA with the most experienced, most flexible and most cost-effective services possible. This team is very familiar with the issues the agency is facing, has built relationships and trust with the Board and leadership, and can provide a seamless transition into the next phase of services to the agency.

3) Provide information on any innovative or unique methods used that distinguish your firm from other Public Affairs consulting firms.

The LG/CAI team is more than just a communications and public relations team – each senior member of the team has served in government and possesses subject matter expertise that is unmatched by other practitioners. We understand the psychology of the fire service, understand the terms of art employed by firefighters, and can readily “translate” to elected officials and the public. We work comfortably across multiple platforms – tv, radio, print, and social media, and in other languages and have served with incident command during high profile emergency and crisis situations.

4) How are you going to measure your success?

Our success is the agency’s success. We know that positive media stories and the support of the JPA members are crucial to the ongoing success of the OCFA. We also know that sometimes the success of a communications effort is when something *doesn’t* happen. We have worked with many public agencies

to help manage the release of sensitive information and to ensure that inaccurate reporting or negative stories *don't* happen. Often that work is just as important as ensuring that the right information is out there. Our success will be measured by our positive engagement with the OCFA team, positive reviews from the Board, collaborative efforts with the media, and ensuring that the citizens served by the OCFA feel safe and continue to embrace and support the agency.

5) How do you calculate ROI for the Public Affairs services you provide?

We measure return on investment by how much our clients value and appreciate us being a part of their team. We know we are adding value when members of your team feel supported by our efforts and confident in the advice and services we are providing. By earning the trust of our clients, we seek to be collaborative problem-solvers and a go-to voice in times of need. We also know how to “stay in our lane” and provide assistance and guidance when needed without being obtrusive or negatively impactful to your day-to-day operations.

6) Who would be OCFA's day to day contact, and how will this individual typically communicate with OCFA?

Lisa Gritzner will be OCFA's day-to-day contact. Ms. Gritzner will coordinate bi-weekly in-person meetings with the OCFA team and is available 24/7 via telephone and email. Recognizing the sensitive nature of many communications documents, Ms. Gritzner will work with the agency and its legal counsel to determine the best way to communicate with the agency, depending upon the type of services needed. Conference calls, video conferencing, text and in-person meetings will be utilized.

6) What will you require from OCFA to be successful in providing these services?

The most important thing OCFA can provide is the support of leadership, regular open conversations and transparency and the spirit of partnership and collaboration. This has been demonstrated in LG Strategies' recent engagements with OCFA and was a significant reason for recent successful engagements.

THE TEAM - LG STRATEGIES & CERRELL ASSOCIATES

Lisa Gritzner of LG Strategies will serve as the day-to-day project lead coordinating engagement with OCFA, outreach to the JPA members as needed, management of general stakeholder engagement, media and messaging coordination. Ms. Gritzner has over 20 years of experience managing Public Affairs campaigns for government agencies. Gritzner will work with Cerrell media experts, Dan Loeterman, Jason Levin, and Wendy Villalta. Ms. Gritzner has worked with and managed the Cerrell team in her prior work for Cerrell Associates. Loeterman, Levin and Villalta have vast government agency experience, working both within government and for agencies as consultants at Cerrell. This team has worked together on numerous accounts and will be a great asset to OCFA.

LISA GRITZNER

2485 Lindsay Lane, Los Angeles, CA 90039 | 323-474-5516 | Lisa@rlgritzner11@gmail.com

SKILLS & ABILITIES

Experienced Public Affairs, Community Relations, Public Relations and Communications professional with over 20 years' experience in California.

EXPERIENCE

CEO, LG Strategies

April 2017 - Present

- Provide clients with a wide array of strategic communications and public affairs consulting.
- Specialize in engaging communities, communicating complex issues with diverse audiences, crisis communications and public relations.
- Work with government agencies, non-profits and corporate clients to provide in-depth support and guidance.
- Provide strategic counsel to clients, including creating effective longterm strategic plans and crisis management.

VICE PRESIDENT, Effect Strategies, LLC.

March 2017 - Present

- Public Engagement specialist focusing on innovative methods to educate, motivate and incentivize community and stakeholder engagement with a focus on public works and infrastructure-related projects throughout Southern CA.

- Media and communications support for project teams including earned and paid media expertise, social media engagement and crisis communications, including developing crisis plans for public agency projects.

President, Cerrell Associates, Inc.

October 2004 – December 2016

- Member of 3-person ownership team responsible for all areas of corporate operations for \$6M annual lobbying and public affairs company, the largest in independently owned firm in Southern CA
- Advocacy expert with over 20 years' experience in municipal and statewide government affairs.
- Policy professional focused numerous issues affecting governments, including energy and transportation, economic development, technology, new economy, environmental issues, healthcare and education.
- Provided strategic counsel to clients, including creating effective longterm plans and crisis management.
- Created and executed targeted media relations and community engagement campaigns for clients.
- Managed professional staff of 29 and day-to-day business operations including corporate strategic initiatives, business development and oversee all corporate financial issues.
- Board Secretary.

Chief of Staff, Los Angeles City Councilmember Cindy Miscikowski

November 1998 - October 2004

- Chief strategic policy and political advisor to Councilmember. Areas of concentration included Los Angeles International Airport Master Plan, Budget, Municipal Governance, Major land development projects, land acquisition and entitlements, transportation, municipal contracting and public safety.
- Interfaced daily with the office of the Mayor, Councilmembers, City Attorney, and City Department heads. Represented the Councilmember on issues heard before City Commissions, County and State Government and various governmental agencies like LA County LAFCO, Santa Monica Mountains Conservancy, and the California Coastal Commission.
- Conceptualized and implemented all media initiatives. Primary media contact.
- Frequent presenter/panelist at various Chamber of Commerce, neighborhood council, trade association and other group events on numerous topics.
- Supervised staff of 20, including professional legislative, planning and urban development, and constituent relations staff. Directly managed over \$1M in council district budget as well as oversaw \$250,000 in community grants annually.

Chief Legislative Deputy

- Staff for Council floor and committee. Senior Advisor on policy and legislation in various subject areas including the City Budget, Public Safety, Community and Economic Development, Transportation, Environmental issues, Recreation and Parks and Education.
- Community liaison for grants and responsible for coordination and research of other funding sources for local non-profit agencies.
- Created and produced monthly constituent newsletter.
- Handled media and constituent inquiries on various policy and community issues, including creation of press releases and statements.

Outreach Coordinator, City of Cambridge, MA Community Development Department

October 1996 – May 1998

- Conceptualized, implemented and managed comprehensive, multifaceted public relations, outreach and marketing plan. Formulated marketing collateral and public relations campaigns using statewide and local media including print, radio and television. Consulted with US Department of Housing and Urban Development regarding creation of national PSA campaign.
- Worked with diverse community groups, created outreach materials for Spanish-speaking families, conducted workshops throughout the City, worked in schools with K-2 children performing puppet shows and engaged children about health, nutrition, and safe housing issues.
- Planned several city and statewide events to raise awareness of Community Development issues.
- Organized statewide taskforce to implement legislation relating to “Lead Poisoning Prevention Week”. Grassroots coalition building with several stakeholders, including members of the business, healthcare, and government communities as well as parents, educators and environmentalists.
- Monitored statewide and federal legislation.
- Grant writing and monitoring.
- Designed and programmed web page.

Legislative Coordinator, Office of the General Counsel, First Interstate Bank of California

June 1992 – April 1996

- Analyzed legislation pending before the CA State Legislature and the City of Los Angeles. Coordinated trade association positions on relevant legislation.
- Created monthly newsletter for corporate executives detailing important legislation and researched issues. Supervised creation of grassroots database to facilitate participation of bank officers in political activities and to coordinate corporate support for legislative and regulatory issues.
- Assisted with management of corporation political contributions budget. Familiar with LA City and State of CA lobbying and Major Donor requirements.
- Provided assistance as governmental and community liaison during development of low-income loan centers in disadvantaged neighborhoods.

EDUCATION

Bachelor of Arts, Government, Sacramento, CA, California State University 1989 - 1993

Certificate, Senior Executives in State and Local Government, Harvard Kennedy School of Government, Cambridge, MA 2003

LEADERSHIP

Chair, Valley Industry and Commerce Association

Board Member, Loyola Marymount University Center for the Study of Los Angeles

Former Board President, Saban Free Clinic

[CERRELL ASSOCIATES TEAM RESUMES](#)

DAN LOETERMAN

617.921.7025

dan@cerrell.com

PROFESSIONAL EXPERIENCE

Cerrell Associates, Los Angeles, May 2014-present.

Vice President, Public Relations & Crisis Communications

- Provide broad range of corporate, nonprofit and government clients with high-level media, community and government relations strategic advice and counsel.
- Work with local, regional and national reporters to secure positive coverage for clients, including television, radio, print and online coverage. Support and lead client activities during crisis situations. Create messages and collateral materials.
- Reach out on behalf of clients to community leaders, business advocates, elected officials and government agencies to secure support and partnership. Conduct lobbying support.

The Jewish Federation of Greater Los Angeles, Los Angeles, June 2013-May 2014.

Director of Civic Engagement

- Work with Federation staff, Board Members, and lay leaders to execute government affairs strategy and strengthen relationships between the Jewish community and key elected and civic leaders across the region.
- Create civic engagement strategy, building a network of politically and civically active Jews who meet regularly with key elected, civic, and community leaders. Launched a new initiative to facilitate these interactions, the *Community Engagement Council*.

- Manage the Federation's long-running civic leadership training program, The New Leaders Project. Dramatically expanded the program's visibility; the New Leaders Project received more than 100 applications in 2013.
- Launched *The ChangeMaker Challenge*, a social action microgrant contest that received 115 applications in its first year and promoted the Federation's civic engagement work across the region. Recruited more than 20 prominent civic leaders for the *Challenge's* Advisory Committee.

Wendy Greuel for Mayor, Los Angeles, November 2012-May 2013.

Press Secretary

- With campaign manager, created and executed communications and research plan for Los Angeles mayoral campaign, earning city, state and national coverage. Cultivated relationships with print, TV, and radio reporters and producers. Coordinated rapid-response.
- Successfully pitched and placed positive stories, and worked with policy director to earn coverage of education, jobs, public safety, budget, and transportation policy proposals. Communicated regularly with reporters to shape positive and negative coverage of the race. Planned and executed press conferences and other media opportunities.
- Campaign's lead writer for speeches, statements, press releases, spin memos, and research memos. Worked with candidate, campaign consultants, and campaign manager to craft research-based and day-to-day campaign messaging. Led TV debate preparation.
- Prepared candidate for and staffed key interviews and network TV appearances.

Speaker John A. Pérez, California State Assembly, Los Angeles, June 2010-October 2012.

Special Assistant to the Speaker

- Lead staffer for all Southern California, national, and international meetings and events.
- Prepared Speaker for, and managed his role at, press conferences and interviews.
- Developed an expertise in diverse policy issues and key ethnic and demographic groups impacting our city and state. Wrote talking points and speeches, press releases, op-eds, and policy memos.
- Spearheaded the campaign for the Speaker's priority bill, the Middle Class Scholarship Act. Secured endorsements from broad coalition of higher education stakeholders across the region, including unanimous endorsement from LA City Council. Helped secure 17,000 petitions in support.

EDUCATION

University of Southern California, Annenberg School for Communication.

B.A. 2010 *Magna Cum Laude*, Print Journalism and Political Science.

JASON LEVIN

jason@cerrell.com

Experience:

Cerrell Associates, *Public Affairs Manager*

March 2016-Present, Los Angeles, CA

- Design and execute comprehensive communications and public relations strategies to achieve a broad array of project goals.
- Lead project teams to service clients across diverse industries including government, non-profit, architecture and construction, technology and healthcare, among others.
- Engage reporters from top-tier, trade, state, regional and local outlets on an ongoing proactive and reactive basis.

Office of Councilmember Bob Blumenfield, *Communications Director*

July 2013-March 2016, Los Angeles, CA

- Directed all communications for the Councilmember in both traditional and new media settings.
- Crafted long-term communications and policy strategy on issues connected to an innovation and technology agenda that regularly receives national media attention.
- Build and maintained digital communications and systems including website, social media and direct e-mail platforms.
- **Served as the Councilmember's on-the-record spokesperson.**

Office of LAUSD Board Member Nury Martinez, *Communications Director*

February 2013-June 2013, Los Angeles, CA

- Responsible for the crafting of a press and communications strategy to expand and cement the legacy of an exiting member of the Los Angeles Unified School Board.
- Pitched stories to education reporters as new policy initiatives are proposed.
- **Planned and executed press events focused around the Board Member's ongoing community and policy work.**
- Served as an on-the-record spokesman for the Board Member.

Howard Berman for Congress, *Press Secretary*

March 2012-November 2012, Los Angeles, CA

- Played key role in the creation and execution of a comprehensive press strategy to advance awareness of the candidate and campaign, and effectively respond to opposition communications in high-profile Congressional race that garnered national media attention.
- Drafted and distributed press releases to an extensive universe of national and local reporters.
- Responded to press inquiries in a timely and appropriate manner.
- Directed social media presence across a wide variety of social networks.
- Produced high profile press events and managed candidate interviews with local and national print, radio and television outlets.

Office of Congressman Howard L. Berman, *Field Deputy*

January 2012-March 2012, Los Angeles, CA

- Served as Congressional liaison for the South San Fernando Valley with an emphasis on the Jewish and business communities.
- Implemented aggressive outreach strategy to increase Congressman Berman's visibility in the community.

Office of Senator Fran Pavley, Senate District 23, *Field Representative*

July 2010-January 2012, Los Angeles, CA

- Directed outreach to the San Fernando Valley portions of the district, as well as to the Jewish community.
- Responsible for a policy portfolio including the Los Angeles River revitalization project as well as business and labor relations.
- Worked as an advocate for the Senator in the community and served as the **Senator's 'ears and eyes' in the community.**
- Served as a surrogate for the Senator at events of note in and around the 23rd District.

Community Activism, Awards & Honors:

Alumni, Jewish Federation of Greater Los Angeles, New Leaders Project 2014

Vice President of Communications, Los Angeles County Young Democrats (2010-Present)

Dean's List, Columbian College of Arts and Sciences, The George Washington University

Education:

The George Washington University	Washington, DC
Columbian College of Arts and Sciences	
Bachelor of Arts, History	May 2010
Cum Laude	

Wendy Villalta

A: 3614 Empire Dr. Apt 103, Los Angeles, CA **T:** 310-424-0935 **E:** wendy@cerrell.com

Professional Experience

Cerrell Associates

1/2015 – Present

Senior Account Coordinator

- Assist in development of strategic plans on the public relations and crisis communications team
- Serve as social media lead within the practice area; manage client social media accounts, attend trainings to improve firm's capabilities and client offerings, develop content for firm's social media accounts
- Develop new business proposals and RFPs
- Proactively pitch media for clients and facilitate interviews
- Coordinate event logistics for small and large scale events
- Create client collateral material, including press releases, media advisories, op-eds, and social media content

Public Affairs Intern

- Worked across practice areas conducting research, compiling outreach lists, developing internal and external memos for various clients, and content creation
- Served as on-site representative to firm's construction client during a transition period, helping with media-related and administrative tasks
- Staffed Cerrell-organized client events and attended City Council meetings to monitor agenda items
- Supported community outreach campaigns throughout Southern CA through canvassing, phone banking, and research

Carolyn Ramsay for Los Angeles City Council

4/2015-5/2015

Canvassing and Community Outreach

- Conducted phone call sweeps to the Sherman Oaks, North Hollywood, Los Feliz, and Silverlake neighborhoods in Los Angeles' fourth district to encourage residents to learn more about Carolyn Ramsay's platform and encourage voter turnout in the runoff election; 150 to 200 calls a day
- Canvassed Sherman Oaks, North Hollywood, Los Feliz, and Silverlake neighborhoods in the fourth district to distribute information about Carolyn's campaign and answered voter questions

Office of Los Angeles Mayor Eric Garcetti

5/2014-8/2014

External Relations Intern

- Researched national civic engagement efforts to propose for Los Angeles to improve the relationship between the Mayor's office and constituents
- Examined community demographics and voting patterns of the various districts in Los Angeles
- Analyzed examples of successful international governance with a focus on South Korea's public transportation system and phone application and compiled a memo for the Mayor's trip to South Korea
- Staffed community engagement events hosted by the Mayor's Office

TOWN HALL LA

9/2013-12/2013

Programming and Marketing Intern

- Conducted web-based research about national social issues and trending topics relevant to Los Angeles residents to assist in developing programming for the year
- Successfully designed and executed three events during the duration of the internship program for 50 people each

- Compiled targeted outreach lists for events for marketing director to invite relevant organizations and community groups to attend and participate in events
- Coordinated set up, registration and troubleshooting at engagement events

Education

December 2014

University of Southern California

Bachelor of Arts, International Relations / Bachelor of Arts, Political Science

Skills

Languages: Spanish (Reading/Writing/Oral: Proficient); Hebrew (Reading/Writing: Basic, Oral: Conversational)

Computer Programs: Microsoft Office Suite, Adobe Photoshop

REFERENCES:

LG STRATEGIES/CERRELL ASSOCIATES

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY –Public Relations/Communications

Project Dates - 2012-2017

Region: Los Angeles/Long Beach

Project Contact: Connie Rivera

310-847-4312

crivera@ACTA.org

One Civic Center Plaza, Suite 650

Carson, CA 90745

WILSHIRE GRAND/AC MARTIN – Public Relations/Community Relations/Crisis Communications

Project Dates 2011 – Present

Region: Los Angeles

Project Contact: Chris Martin, CEO

213-683-1900

Christopher.martin@acmartin.com

444 S. Flower Street, Suite 1200

Los Angeles, CA 90071

ORANGE COUNTY WATER DISTRICT (OCWD) - Public relations and community engagement

Project Dates: 2014-2016

Region: Orange County

Project Contact: Eleanor Torres, Director of Public Affairs

714-378-3268

etorres@ocwd.com

18700 Ward St.

Fountain Valley, CA 92708

CITY OF ANAHEIM - Crisis communications regarding civic unrest

Project Dates: 2012-2013

Region: Orange County, City of Anaheim

Project Contact: Greg Garcia, Deputy City Manager

714-765-5094

ggarcia@anaheim.net

200 S. Anaheim Blvd., 2nd Floor

Anaheim, CA 92805

CITY OF MONROVIA – Crisis communications/Public Relations regarding Police Contract

Project Dates: May 2011 – September 2011

Region: Monrovia

Project Contact: Scott Ochoa, Former Assistant City Manager
909-395-2396
sochoa@ontarioca.gov
415 S. Ivy Ave.
Monrovia, CA 91016

WEST BASIN MUNICIPAL WATER DISTRICT - Public Information and Outreach

Project Dates: July 2016 – Present
Region: Los Angeles County, South Bay
Project Contact: Amy Rocha, Public Information Director
310-660-6218
amyr@westbasin.org
17140 S. Avalon Blvd., Ste. 210
Carson, CA 90746

APPENDIX A – OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Firm's Legal Name: LG STRATEGIES	
Firm Parent or Ownership: LISA GRITZNER, CEO	
Address: 2489 LINDSAY LN, LA, CA 90039	
Firm Telephone No. 323.474.5516	Firm Fax No.
Firm's Tax I.D. Number: [REDACTED] 1911	Incorporated: YES _____ NO X
Legal form of company: (partnership, corporation, joint venture) SOLE PROPRIETORSHIP	
Length of time your firm has been in business: 6 MONTHS	Length of time at current location: 6 MONTHS
Number of employees and Number of Current Clients 0 EMPLOYEES, 9 CLIENTS	

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

Name: LISA GRITZNER	Title: CEO
Telephone No.: 323.474.5516	E-mail: LISA@LGSTRATEGIES.NET

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

Name: LISA GRITZNER	Title: CEO
Telephone No.: 323.474.5516	E-mail: LISA@LGSTRATEGIES.NET

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix G).

***For additional information please see page 8 "Campaign Contribution Disclosure".**

APPENDIX E – CERTIFICATION OF PROPOSAL

In responding to **RFP DC2250 Public Affairs Consulting Services**, the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. **If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Exhibit 1) they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Exhibit 1.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

LG STRATEGIES

Name of Firm

2485 LINDSAY LANE

Address

LA

CA

90039

City

State

Zip

Signature of Person Authorized to Sign

Date

LISA GRITZNER

NOV. 27, 2017

CEO

Printed Name

Title

APPENDIX D – REVISED PRICING PAGE

The initial term of the agreement should reflect hourly rates for services and fees performed on an as-needed basis, and/or as an alternative, fixed monthly fees. It is anticipated that the initial contract will be for one-year commencing upon the date of contract execution. At the option of the OCFA, the contract may be renewed, with the concurrence of the firm, for up to two (2) additional one-year periods not to exceed a total contract term of three years. ***Please provide pricing for the initial one year contract and pricing for the two optional years.***

Proposal Costs - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. OCFA will not separately reimburse costs not included in the proposal. Any additional fees such as printing or other expenses specific to the work provided within the scope of the agreement must be pre-authorized by the OCFA in writing before services are performed and billed. The pricing provided below should include all administrative and support costs. OCFA has identified common operational expenses that **will not** be considered eligible for reimbursement, such as normal business office expenses, telephones, administrative assistance, meals, and other costs associated with doing business.

Please select the pricing option that you are proposing.

☐ **Hourly rate as needed**

	Year 1	Year 2	Year 3
Position Title - Description of Service	Hourly Rate	Hourly Rate	Hourly Rate

☒ **Fixed monthly fees**

	Year 1	Year 2	Year 3
Description of Service	Monthly Rate	Monthly Rate	Monthly Rate
LG STRATEGIES / CAI PUBLIC AFFAIRS CONSULTING	5,000.00	5,000.00	5,000.00

1. Please provide details on hourly rates charged if multiple positions will be assigned to OCFA. Provide any minimum hourly increment that you would propose to bill OCFA for.

2. Please provide details on how incidentals and travel will be billed to OCFA and if there is any mark up.

TRAVEL: REQUESTS FOR LODGING WILL BE SUBMITTED TO OCFA FOR PRIOR APPROVAL. NO MARK-UP WILL BE ADDED.

ORANGE COUNTY FIRE AUTHORITY
PARTY DISCLOSURE FORM

Party's Name: Lisa Gritzner - LG STRATEGIES

Party's Address: 2485 Lindsay Lane, Los Angeles, CA 90039

Party's Telephone: 323-474-5516

Solicitation Title and Number: Public Affairs Consulting Services RFP DC2250

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No XXX If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: 11/28/2017


Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

APPENDIX A – OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Firm's Legal Name:	
Cerrell Associates, Inc.	
Firm Parent or Ownership:	
N/A	
Address:	
320 N. Larchmont Blvd., Los Angeles, CA 90004	
Firm Telephone No.	Firm Fax No.
323-466-3445	323-466-8653
Firm's Tax I.D. Number:	Incorporated:
952842238	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Legal form of company: (partnership, corporation, joint venture)	
S Corporation	
Length of time your firm has been in business:	Length of time at current location:
51 years	27 years
Number of employees and Number of Current Clients	
19 employees, 53 clients	

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

Name:	Title:
Lisa Gritzner	CEO
Telephone No.:	E-mail:
323-474-5516	lisa@lgstrategies.net

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

Name:	Title:
Lisa Gritzner	CEO
Telephone No.:	E-mail:
323-474-5516	lisa@lgstrategies.net

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes ☐ No ☒

If yes, you are required to submit form/s (see Appendix G).

***For additional information please see page 8 "Campaign Contribution Disclosure".**

APPENDIX B – REFERENCES

Describe fully at least five contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your firm.

Customer Agency Name	Alameda Corridor Transportation Authority
Contact Individual & Title	Connie Rivera, Government and Community Relations Officer
E-mail/Telephone number	P) 310-847-4312 E) crivera@ACTA.org
Date of Project & Description of services provided including contract amount	2012-2017; Public Relations/Communications; \$5,500/month
Customer Agency Name	Wilshire Grand/AC Martin
Contact Individual & Title	Chris Martin, CEO
E-mail/Telephone number	P) 213-683-1900 E) christopher.martin@acmartin.com
Date of Project & Description of services provided including contract amount	2011-present; Public Relations, Press Events, Social Media, Crisis Communications; \$7,500/month
Customer Agency Name	Orange County Water District
Contact Individual & Title	Eleanor Torres, Director of Public Affairs
E-mail/Telephone number	P) 714-378-3268 E) etorres@ocwd.com
Date of Project & Description of services provided including contract amount	2014-2016; Public Relations & Community Engagement; \$12,000 per month
Customer Agency Name	City of Anaheim
Contact Individual & Title	Greg Garcia, Deputy City Manager
E-mail/Telephone number	P) 714-765-5094 E) ggarcia@anaheim.net
Date of Project & Description of services provided including contract amount	2012-2013; Branding, Community Engagement, Crisis Communications, Social Media; \$12,250/month
Customer Agency Name	City of Monrovia
Contact Individual & Title	Scott Ochoa, Former Assistant City Manager
E-mail/Telephone number	P) 909-395-2396 E) sochoa@ontarioca.gov
Date of Project & Description of services provided including contract amount	May 2011 - September 2011; Crisis Communications/PR regarding Police Contract; Project fee of \$32,500

APPENDIX D – REVISED PRICING PAGE

The initial term of the agreement should reflect hourly rates for services and fees performed on an as-needed basis, and/or as an alternative, fixed monthly fees. It is anticipated that the initial contract will be for one-year commencing upon the date of contract execution. At the option of the OCFA, the contract may be renewed, with the concurrence of the firm, for up to two (2) additional one-year periods not to exceed a total contract term of three years. ***Please provide pricing for the initial one year contract and pricing for the two optional years.***

Proposal Costs - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. OCFA will not separately reimburse costs not included in the proposal. Any additional fees such as printing or other expenses specific to the work provided within the scope of the agreement must be pre-authorized by the OCFA in writing before services are performed and billed. The pricing provided below should include all administrative and support costs. OCFA has identified common operational expenses that will not be considered eligible for reimbursement, such as normal business office expenses, telephones, administrative assistance, meals, and other costs associated with doing business.

Please select the pricing option that you are proposing.

☒ **Hourly rate as needed**

	Year 1	Year 2	Year 3
Position Title - Description of Service	Hourly Rate	Hourly Rate	Hourly Rate
Vice President - Media Relations Consulting	\$255	\$255	\$255
Public Affairs Manager - Media Relations Consulting	\$212.50	\$212.50	\$212.50
Sr. Account Coordinator - Media Relations Consulting	\$106.25	\$106.25	\$106.25

☐ **Fixed monthly fees**

	Year 1	Year 2	Year 3
Description of Service	Monthly Rate	Monthly Rate	Monthly Rate

1. Please provide details on hourly rates charged if multiple positions will be assigned to OCFA. Provide any minimum hourly increment that you would propose to bill OCFA for.

See schedule of hourly rates by classification attached.

2. Please provide details on how incidentals and travel will be billed to OCFA and if there is any mark up.

Mileage rates will be billed based upon the standard mileage rate determined at the beginning of each year.

Appendix D
 Cerrell Associates, Inc.
 Schedule of Hourly Rates by Classification
 Effective as of January 1, 2017

	Standard Rate	Non-Profit / Government Discounted Rate (15%)
Chairman and CEO	\$400	\$340.00
President	\$350	\$297.50
Chief Strategic Officer	\$300	\$255.00
Vice President	\$300	\$255.00
Associate Vice President	\$275	\$233.75
Chief Financial Officer	\$275	\$233.75
Public Affairs Director	\$275	\$233.75
Public Affairs Manager	\$250	\$212.50
Senior Account Executive	\$225	\$191.25
Account Executive	\$175	\$148.75
Assistant Account Executive	\$150	\$127.50
Senior Account Coordinator	\$125	\$106.25
Account Coordinator	\$100	\$85.00
Accounting Coordinator/Manager	\$85	\$72.25
Administrative Assistants/Research Assistants	\$85	\$72.25
Interns	\$35	\$29.75

APPENDIX E – CERTIFICATION OF PROPOSAL

In responding to RFP DC2250 Public Affairs Consulting Services, the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. **If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Exhibit 1) they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Exhibit 1.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

Cerrell Associates, Inc.

Name of Firm

320 N. Larchmont Blvd.

Address

Los Angeles

CA

90004

City

State

Zip

Signature of Person Authorized to Sign

Date

Steve Bullock

11/27/17

CFO

Printed Name

Title

APPENDIX G – PARTY AND PARTICIPANT DISCLOSURE FORMS

ORANGE COUNTY FIRE AUTHORITY - PARTY DISCLOSURE

The attached Party Disclosure Form must be completed and submitted by the Offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 14 of this solicitation.

The Participant Disclosure Form must be completed by lobbyists or agents representing the Offeror in this procurement.

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar

business entity, both the business entity and the individual are "agents."

- F. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
- G. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards.

¹ *Entitlement for the purposes of this form refers to contract award.*

² *All Contracts for the purposes of this form refer to the contract award of this specific solicitation.*

ORANGE COUNTY FIRE AUTHORITY
PARTY DISCLOSURE FORM

Party's Name: Cerrell Associates, Inc.

Party's Address: 320 N. Larchmont Blvd.
Los Angeles, CA 90004

Party's Telephone: 323-466-3445

Solicitation Title and Number: OCFA - Public Affairs Consulting Services; RFP #DC2250

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form!

Date: 11/27/17


Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**Robin Lisa Gritzner****2** Business name/disregarded entity name, if different from above**LG Strategies****3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)**2485 Lindsay Lane****6** City, state, and ZIP code**Los Angeles, CA 90039**

Requester's name and address (optional)

7 List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

[Redacted]									-	1	9	1	1
------------	--	--	--	--	--	--	--	--	---	---	---	---	---

or

Employer identification number

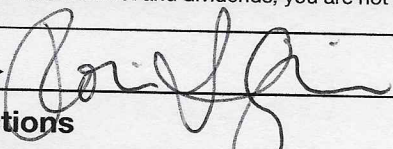
[]	[]	-	[]	[]	[]	[]	[]	[]	[]
-----	-----	---	-----	-----	-----	-----	-----	-----	-----

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person ▶


Date ▶

June 30, 2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CERRELL ASSOCIATES, INC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 320 N LARCHMONT BLVD	Requester's name and address (optional)
	6 City, state, and ZIP code LOS ANGELES, CA 90004	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
9	5	-	2	8	4	2	2	3 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1/18/2017
------------------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2018

Agenda Item No. 3D
Consent Calendar

Contract Extension for Firefighter Turnout Clothing

Contact(s) for Further Information

Lori Zeller, Assistant Chief
Business Services Department

lorizeller@ocfa.org

714.573.6020

Debbie Casper, Purchasing Manager

debbiecasper@ocfa.org

714.573.6641

Summary

This item is submitted for approval to extend the current blanket order with AllStar Fire Equipment, Inc. for the periodic replacement of firefighter turnout clothing.

Prior Board/Committee Action

At the January 15, 2015, meeting, based on competitive solicitation DC1925, the Executive Committee approved a one-year contract (with two additional one-year renewal options) to AllStar Fire Equipment, Inc. for a three-year aggregate amount not to exceed \$1,200,000. The term of the Executive Committee's approval covered 2015, 2016, and 2017; however, the competitive solicitation also allowed for two additional renewal options for 2018 and 2019, subject to potential future price increases. The Executive Committee directed staff to return for additional approval of the proposed price increases prior to exercising the two remaining renewal options.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the two remaining one-year renewal options for the blanket order with AllStar Fire Equipment, Inc. for firefighter turnout clothing for a two-year aggregate amount not to exceed \$800,000 (\$400,000 annually).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the approved FY 2017/18 budget.

Background

The OCFA (lead agency) and the City of Anaheim issued a joint Request for Proposal on April 30, 2014, to establish a one-year contract with four optional one-year renewals for the purchase of turnout clothing. Proposals and samples were independently reviewed by the OCFA Evaluation Committee and, based on the cumulative results of the various evaluation layers, a Best and Final Offer was requested from AllStar Fire Equipment, Inc. Subsequent negotiations resulted in the following:

- Reduction in price of turnouts
- Agreement to hold the reduced pricing for an initial three-year term
- Agreement to hold future increases to the cumulative change in CPI, up to 12%

In May 2016, a memo was distributed to all OCFA personnel affirming OCFA's commitment to firefighter safety as it relates to the cancer risk associated with contaminant exposure. In keeping with this commitment, the Board of Directors authorized the Purchasing Manager to increase the contract with AllStar in October 2016 by \$2,500,000 for one-time funding to rollout a second set of turnout clothing for every OCFA career firefighter.

Prior to placing this order, staff requested that AllStar reduce the unit cost for its turnouts. Due to OCFA's pricing being so far below what other local agencies pay for comparable turnouts, AllStar was unable to do so; however, the company did agree to make concessions during the contract renewal process for the final two renewal options of 2018 and 2019.

Process to Exercise 2018 and 2019 Contract Renewal Options

Staff requested AllStar propose a fixed price for the final two renewal years, and that it also avoid or limit any requests to increase pricing. In response, although the cumulative increase in CPI since the contract was established is 7.89%, AllStar requested a lesser increase of 5% for the 2018 renewal. The 5% increase is passed along to OCFA from the increase that Allstar received from Lion, the turnout manufacturer. AllStar agreed to hold this new price fixed for the final two years. As a result, staff recommends approval to renew the contract for a two-year period with an aggregate amount not to exceed \$800,000 (\$400,000 annually).

[Attachment\(s\)](#)

OCFA Notice Requesting Renewal of Annual Contract with AllStar Equipment's Response

THE ORANGE COUNTY FIRE AUTHORITY

Purchasing & Materials Management
1 Fire Authority Road, Irvine, CA 92602

NOTICE REQUESTING RENEWAL OF ANNUAL CONTRACT

Date: December 19, 2017

Vendor Name: AllStar Fire Equipment, Inc.
12328 Lower Azusa Road
Arcadia, CA 91006
Attn: Jeff Glanzrock / John Sprengelmeyer

The Orange County Fire Authority is requesting to renew your annual contract as listed below.

Contract/Blanket Order #: B01569-1
Description of Service or Product: Firefighter Turnout Ensembles
Expiration Date: January 31, 2018
Period of Extension: February 1, 2018 through January 31, 2019

Please review the pricing in Blanket Order #B01569-1. All pricing, terms and conditions will remain the same unless otherwise noted.

- Please complete and return the attached pricing sheet for Renewal Years Four and Five.


Please acknowledge your acceptance by signing below and returning by email to:

Sara Kennedy, Buyer
(714) 573-6643
sarakennedy@ocfa.org

Allstar Fire Equipment, Inc.

Company Name

12328 Lower Azusa Road	Arcadia	CA	91006
Address	City	State	Zip Code

	Jason Broede
Authorized Signature	Printed Name

626.652.0900	626.652.0920
Phone Number	Fax Number

jasonb@allstarfire.com	01/05/18
Email (please print)	Date

Please register with our on-line vendor database to participate in any future bid opportunities with OCFA. If you are already registered please log in and review your company information in case any contact information has changed. You may register or log in by following this link: <https://www.planetbids.com/portal/portal.cfm?CompanyID=14773>.

AllStar Fire Equipment, Inc.
B01569-1 - Firefighter Turnout Clothing
Contract Renewal Pricing Sheet

No.	Item Description	Current Price	Year Four Price	Year Five Price
1	Lion Janesville V Force Coat, Item #CVFM-7	\$1,078.85	\$1132.79	\$ 1132.79
2	Lion Janesville V Force Belted Pant, Item #PVFM-K7	\$667.05	\$ 700.40	\$700.40
3	OCFA Blanket Panel, 4" x 15", PBI Max Fabric, Hemmed at Top and Bottom, Un- hemmed at Sides	\$9.05	\$ 9.50	\$ 9.50
4	EZ H-Back Quick Adjust Suspenders, Non- Stretch w/2" Metal Loops, Black, Sizes 42", 48" and 54"	\$23.15	\$24.31	\$ 24.31
5	LP34 Black Fusion Hanging Name Panel w/3" Lime/Yellow Scotchlite Letters to Hem of Coat	\$30.00	\$ 31.50*	\$31.50*
6	OCFA Elastic Straps, 10" w/Velcro	\$9.95	\$ 10.45	\$ 10.45
7	OCFA Elastic Straps, 15" w/Velcro	\$10.55	\$ 11.08	\$ 11.08
8	Discount off the Manufacturer's List Price on Additional Personal Protective Equipment and Accessories	30%	30 %	30 %

If pricing for Year Four has increased, please provide a justification: _____

Please see attached letter from Manufacturer

If pricing for Year Five will increase over Year Four pricing, please provide a justification: _____

Please see attached letter from Manufacturer

*Pricing is valid for name panels ordered with coats. For name panels ordered separately your price is \$40.00



January 4th, 2018

Allstar Fire Equipment
Joe Sposato
12328 Lower Azusa Rd
Arcadia, CA 91006

Re: Renewal of Contract #B01569-1
Firefighter Turnout Ensembles

Dear Mr. Sposato,

We deeply value the business LION receives from being awarded the Orange County Fire Authority turnout contract. We understand the contract renewal has been received at Allstar Fire and Orange County Fire Authority is interested in a two-year renewal. We appreciate the continued support of the LION brand.

LION can offer the two-year extension with an increase of 5% starting on February 1st, 2018 and expiring February 1st, 2020. While there have already been some increases in prices from up-stream suppliers since the OCFA contract was initially awarded we feel the 5% for a multiple year extension would be appropriate.

Again, LION will be able to hold this price for OCFA until February 1st, 2020. Please let me know if there is anything else I can do to assist you in this matter.

Sincerely,

Michelle Trout
Regional Sales Manager
LION

cc: Mr. Joe Sposato, Allstar Fire
Ms. Jill Hopper, Allstar Fire
Mr. John Sprengelmeyer, Allstar Fire
Mrs. Christine Mays, Lion



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2018

Agenda Item No. 3E
Consent Calendar

**Sole Source Request for Banner
Human Resources/Financial System Upgrade**

Contact(s) for Further Information

Dave Anderson, Assistant Chief
Support Services Department

daveanderson@ocfa.org

714.573.6006

Joel Brodowski, IT Manager

joelbrodowski@ocfa.org

714.573.6421

Summary

This agenda item is submitted for the approval of a sole source contract with Conduent Government Systems, LLC, formerly known as Xerox Government Systems, LLC, to upgrade the Banner Human Resources/Financial system.

Prior Board/Committee Action

The original purchase of the Banner Human Resources/Financial system was approved by the Executive Committee in 1996 with subsequent amendments for ongoing licensing and maintenance being processed with management approval.

On April 27, 2017, the Executive Committee approved the three-year sole source contract (through April 30, 2020) for annual licensing and maintenance with Xerox Government Systems, LLC (now Conduent Government Systems, LLC) in amount of \$303,728.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a sole source contract to Conduent Government Systems, LLC in an amount not to exceed \$77,830.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funding exists in the approved FY 2017/18 budget.

Background

Sole Source Justification

Conduent Government Systems, LLC is the parent company for the Banner Human Resources/Financial system and provides software licenses and support services. Conduent is uniquely qualified to provide the technical expertise for this major software upgrade process. OCFA currently uses Banner Human Resources/Financial system version 8, which is at the end of life, and will no longer be supported after December 31, 2018.

The initial contract for the Banner Human Resources/Financial system was with Affiliated Computer Services, which was acquired by Xerox Government Systems, LLC. Earlier this year, the firm became Conduent Government Systems, LLC. Conduent Government Systems, LLC's technical staff has supported the OCFA Banner Human Resources/Financial system environment continuously despite the changes in ownership of the company.

For the system upgrade, OCFA has negotiated a reduced hourly rate of \$155 with Conduent, which represents a 22.5% reduction from the standard hourly rate of \$200. Modification to OCFA's custom forms will be managed by Conduent at the hourly rates provided below:

BANNER 9 System Upgrade Cost Detail	Qty/Hours	Hourly Rate	Cost
<u>Transformation of OCFA's Custom Forms</u>			
Transformation Planning & Preparation	24	\$180	\$4,320
Transformation Execution	118	\$90	\$10,620
Transformation Deployment	24	\$180	\$4,320
Project Management	25	\$180	\$4,500
<u>Banner System Upgrade</u>			
Banner 8 to 9 Administration Migration Process			
Banner 9 Essentials Plus Services	128	\$155	\$19,840
Banner 9 Essentials Plus Workshops	24	\$155	\$3,720
Upgrade to Banner	40	\$155	\$6,200
Project Management	36	\$155	\$5,580
Banner 8 to 9 Self-Service Migration Process			
Human Resources Employee Profile	8	\$155	\$1,240
Human Resources Position Description	10	\$155	\$1,550
Finance Self-Service Purchase Requisition ACH	28	\$155	\$4,340
<i>*Subtotal</i>			\$66,230
10% Project Contingency			\$6,600
Travel costs for Engineers	2 (weeks)	\$2,500 est/week	\$5,000
Total Project			\$77,830.00

The Banner Human Resources/Financial system is central to the integrated business systems utilized by OCFA for managing human resources, payroll, and financial processes including employee benefits management, position control, employee self-service, payroll processing, purchasing, accounts payable/receivable, and general accounting functions. This is a major software upgrade to the Banner Human Resources/Financial system, introducing a completely new user interface, as well as improved back-end technologies.

Staff recommends approving the Purchasing Manager to issue a sole source contract to Conduent Government Systems, LLC for upgrade services to OCFA's Banner Human Resources/Financial system and staff training for a total not to exceed price of \$77,830.

Attachment(s)

1. Proposed Technology Services Agreement
2. Sole Source Justification Form



Technology Services Agreement

Conduent Government Systems, LLC

Orange County Fire Authority, California

This agreement for technology services ("Agreement") is made by and between **Conduent Government Systems, LLC**, 130 Division Street, Waite Park, MN 56387 ("Conduent"), and **Orange County Fire Authority**, a government entity in the State of California, 1 Fire Authority Road, Service Center, Irvine, CA 92602 ("Client"). Conduent and Client (each individually a "party" and collectively the "parties") agree as follows:

- 1. SERVICES** Conduent agrees to provide to Client the technology services described in the Statement of Work ("Services"), which is attached to and incorporated in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- 2. TERM** This Agreement will become effective on January 1, 2018 ("Effective Date") and will continue through December 31, 2018 ("End Date"), unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term").
- 3. PAYMENT** Client agrees to pay Conduent for the Services, including any partially completed work performed to the date of termination for loss of funding or any other reason except default by Conduent. Conduent will submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- 4. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Conduent may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Conduent is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Conduent for payment of those taxes.
- 5. DELIVERY AND ACCEPTANCE** Client will have twenty (20) business days after notification by Conduent that a portion of the Services are complete and ready for acceptance to inspect and accept or decline that portion of the Services. If Client declines to accept all or any part of the Services, Client will provide Conduent a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Conduent within twenty (20) business days after receipt of notice of delivery, the Services will be deemed to have been accepted by Client.
- 6. CONFIDENTIALITY** With respect to Client business information that is confidential and clearly designated as confidential ("Client Confidential Information"), Conduent will keep that information confidential by using the same degree of care and discretion that is used with information that Conduent regards as confidential. Conduent will not be required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by Conduent; (c) is independently developed by Conduent outside the scope of this Agreement without reliance on Client Confidential Information; or (d) is rightfully obtained from third parties. Conduent is not required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how, or techniques developed by Conduent while providing the Services. Conduent and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis,

and will not disclose confidential information to any third party (other than as permitted under this Agreement, or as may be required by law, including without limitation the California Public Records Act) or to the employees of the other party, Conduent subcontractors, or permitted consultants engaged by the Client with the prior written consent of Conduent.

7. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client, whether prepared by Client or Conduent or otherwise coming into the possession of Conduent in connection with performing the Services or otherwise during the Term will remain the exclusive property of Client. All data and personal information transferred from Client to Conduent under this Agreement will be transferred by (a) Secure Large File Transfer (SLFT) that password protects and encrypts the data or (b) Conduent FTP site accessible only by account. If Client uses the Conduent FTP site, access to account information will be limited to authorized personnel. If Client transfers data or personal information to Conduent by any other means, Conduent shall not be responsible for any damages related to loss of data or personal information.

8. ACCESS TO FACILITIES AND INSURANCE Client agrees to provide Conduent with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required. If Conduent performs any of the Services on Client premises, Conduent agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Conduent will provide evidence of coverage on a standard ACORD form certificate of insurance.

9. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party

10. WARRANTIES Conduent warrants that the Services will be performed in a professional and workmanlike manner. If third-party hardware or commercial software is furnished under this Agreement, then Conduent will, to the maximum extent allowable by third-party vendors, pass-through to Client all warranties for materials furnished under this Agreement. Conduent will provide only the warranties and exchange policies for any defective items that are offered by the manufacturers. **THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND CONDUENT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED. CONDUENT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

11. LIMITATIONS OF LIABILITY NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. EXCEPT FOR (A) AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONDUENT UNDER THIS AGREEMENT, OR (B) LOSSES SUBJECT TO CONDUENT'S OBLIGATION TO INDEMNIFY CLIENT FOR TORT CLAIMS RELATED TO PERSONAL INJURY OR PROPERTY DAMAGE, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN

CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAYABLE BY CLIENT TO CONDUENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

12. INDEMNIFICATION Conduent shall defend (at Conduent's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the Client, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, arising directly out of third party claims, including but not limited to claims for injury to tangible property or persons, including wrongful death (collectively "Claims") arising directly out of, pertaining to, related to, or incident to any alleged negligent acts, errors or omissions, or willful misconduct of Conduent, its officers, directors, employees, subcontractors, subconsultants, contractors or agents, in connection with Conduent's performance under this Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the Client, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the Client.

13. INSURANCE During the Term, Conduent shall maintain the following insurance coverage amounts:

General Liability including operations, products and completed operations: \$1,000,000 each occurrence for bodily injury, personal injury and property damage \$2,000,000 aggregate;

Automobile Liability: \$1,000,000 each accident; \$1,000,000 uninsured motorist;

Professional Liability: \$1,000,000 each occurrence; \$2,000,000 aggregate; and

Workers' Compensation (necessary only if party has employees): \$1,000,000 each accident; \$1,000,000 each employee for disease.

Insurance policies carried by Conduent shall be with a company that has a current A.M. Best rating of not less than A-:VII.

Conduent will provide a standard ACORD certificate of insurance evidencing coverage required by this Agreement.

14. TERMINATION FOR BREACH OR DEFAULT If either party materially breaches any of the terms and conditions of this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, the party giving notice of breach may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Conduent of all sums due under this Agreement to the effective date of the termination.

15. TERMINATION WITH NOTICE AND EFFECT OF TERMINATION This Agreement is subject to termination for convenience by Client upon not less than fifteen (15) days written notice to Conduent. If this Agreement is terminated before the End Date, Conduent will invoice Client for work performed to the End Date, and Client agrees to pay Conduent for those Services. Upon termination of this Agreement for any reason, all software and other Conduent-owned material will promptly be returned to Conduent at the sole expense of Client.

16. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid).

To Conduent:

Conduent Government Systems, LLC
130 Division Street
Wait Park, MN 56387
Attn: Jay McDaniel

To Client:

Orange County Fire Authority
1 Fire Authority Road, Service Center
Irvine, CA 92602
Attn: Mr. David McVey

With a copy to:

Conduent Government Systems, LLC
12410 Milestone Drive
Germantown, MD 20876
Attention: Contracts Department


17. ASSIGNMENT AND SUBCONTRACTING This Agreement is binding on the parties and their successors and assigns. Conduent may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Conduent. Any other attempt to make an assignment without prior written consent of the other party will be void. Conduent may provide for the delivery of all or part of the Services through the use of subcontractors. Conduent will notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Conduent under this Agreement apply to and are complied with by each subcontractor.

18. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of California without reference to the principles of conflict of laws.

19. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Conduent and the Client have executed this Agreement.

Conduent Government Systems, LLC



Signature

Louis Schiavone Jr.

Name

Vice-President

Title

Date

Orange County Fire Authority, California

Signature

Name

Title

Date

Schedule A

Statement of Work

A. Conduent Services

1. Conduent will provide onsite/remote services ("Services"), for the Client, defined as Banner8 to Banner9 Technical Migration Services, on a mutually agreed upon date.
2. A Conduent project manager will be responsible for coordinating the resources and schedules for the mutually agreed upon Services.
3. Conduent will provide the services described in Section B, below, as requested by Client, in accordance with the provisions of the Agreement and this Schedule A.

B. Technology Services

1. Scope of Services are defined in Schedule B, below.

C. Fees and Payment

1. Conduent will provide up to 465 hours of services and one (1) onsite visit, for the migration of the production environment. If Client does not have an active RDBA Services Agreement in place at the time the services are provided, then Conduent's hourly rate would be \$200.00/hour, plus expenses. If Client does have an active RDBA Services Agreement in place at the time the services are provided and Conduent employees perform the services, then Conduent's hourly rate would be \$155.00/hour, plus expenses. If the services are performed by a third party engaged by Conduent, such as a subcontractor or third party vendor, the rate would be based on the rate provided by the subcontractor or third party vendor (refer to Schedule C), not to exceed Conduent's current hourly rate of \$200.00/hour, plus expenses. Conduent, in its sole discretion, will determine whether the services will be performed by Conduent employees or a third party.
2. For avoidance of doubt, the quoted 465 hours is not a "fixed fee" or "not to exceed" number of hours, but rather an estimated number of hours to perform required Services, as defined in Schedule B. If needed, Client can request additional hours via a written request. The rate will remain the same for any hours used that exceeds the estimated 465 hours.
3. Conduent will invoice Client, and Client agrees to pay Conduent, for the actual number of hours used, plus any expenses incurred at actual cost.
4. In the event that Client needs to cancel, or reschedule, consulting/training services, cancellation fees may be incurred based on the number of calendar days you are cancelling prior to the scheduled services. This cancellation fee is applicable regardless if the services are rescheduled. The cancellation policy is as follows:
 - a. 30 calendar days or more notice: no penalty
 - b. 29-15 days calendar day notice: 50% penalty
 - c. 14 calendar days or less notice: 100% penalty

Cancellation fees are based on the cost of scheduled services. All travel cost, plus any applicable

change fees, will also be invoiced to Client.

5. Fees will be invoiced, and paid, in U. S. Dollars. Invoices will be sent to Client for services provided on an as-incurred basis, in arrears, during incremental phases during the project.
6. Services may be conducted both onsite, and remote, and all tasks are estimated to be completed no later than December 31, 2018. Conduent assumes no responsibilities if all services are not completed by the end of this Agreement's term.
7. If the Scope of Services, requested by Client change, the cost for the Services may also change.
8. Travel, living and other reimbursable expenses are not included in the fee, and will be invoiced, as incurred.

Schedule B

Scope of Services

Banner 8 to Banner 9 Administrative Migration Process

Objective: The following service package has been established to leverage best practices in getting Banner 8 Internet Native (INB) to Banner 9 Administration pages, for all licensed, and installed, Banner products, stated in Section 4 below.

Engagement	Engagement Description	Estimated Hours
Custom Forms Transformation	Code Analyzer tool to be used in bringing any possible modifications from Banner 8 to Banner 9. <i>(See Schedule C, Forms Selected by Client, as identified by Ellucian's forms analysis for specific custom forms to be converted)</i>	191
Banner 9 Essentials Plus Services	<ul style="list-style-type: none"> ○ Install Ethos Identity for Banner 9 Admin Pages ○ Install ESM and Deployment of Banner 9 Admin Pages ○ Engagement will bring Admin Pages to Banner 9 Knowledge Transfer and Deployment <ul style="list-style-type: none"> ▪ Provide knowledge transfer on the execution and configuration of the prior steps, and plan for production roll out ▪ Provide insight to allow for the institutional resource to deploy the application into a production environment 	128
Banner 9 Essentials Plus Workshops	A technical workshop designed to establish Client's readiness to execute on the prioritized technical requirements identified during the kick-off and planning session.	24
Upgrade to required Banner Versions	Consultant will work with client to plan for the technical and organizational activities required to upgrade the Banner environment to the specified versions required in one (1) non-production environment(s) and one (1) production environment.	40 (Based on current environment)

Engagement	Engagement Description	Estimated Hours
Project Management	Project management services to Client using Ellucian's implementation methodology. Ellucian's implementation methodology is executed in four phases: Initiation Phase, Planning Phase, Execution Phase, and Transition & Close Phase.	36
Hardware/Software Requirements	Minimum required hardware and software requirements.	N/A
	Total Estimated Hours	419

1. Custom Forms Modifications Transformation Services

- Engagement to be utilized if **Client** uploads their files to Code Analyzer and will need assistance with Modifications moving over to Banner 9. This service will only be performed if support/hours are needed.

Service Description:

Engagement	Engagement Description	Estimated Hours
Transformation Planning and Preparation	<p>Professional services will be provided to prepare for the Banner 9 forms transformation activities to convert modifications to Ellucian baseline delivered forms into Banner 9.x Java page extensions, and net new Client developed forms into net new Banner 9.x java pages.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Review Level of Effort Customization Assessment Report • Identification of environment requirements for development and testing activities • Establish remote connectivity • If applicable, work through the extraction of the database schema • Build out eclipse project development environment 	24
Transformation Execution	<p>Professional service will be provided in support of the Ellucian led transformation of Oracle forms to Banner 9 Java Pages for net new Oracle forms, or Extensions for Ellucian Baseline client modified Oracle forms.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Transformation activities completed for development of net new page(s) and/or baseline extension(s) • Deliver packaged Java Pages and/or Extension to the Client for deployment • Execute basic functionality validation 	118
Transformation Deployment	<p>Professional services will be provided in support of the Ellucian led transformation to deploy the delivered objects into a single production environment.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Installation support for deployment of package(s) into a single non-production environment • Provide documentation for the delivered net new Java page(s) and/or baseline extension(s) 	24
Project Management	<p>Ellucian will provide project management Professional Services to Client using Ellucian's implementation methodology. Ellucian's implementation methodology is executed in four phases: Initiation Phase, Planning Phase, Execution Phase, and Transition & Close Phase. The four phases of Ellucian's implementation methodology, combined with monitor and control procedures, provide the structure for the overall project, helping the project management team monitor and control expectations, budget, communication, and quality.</p>	25
Total Estimated Hours:		191

Engagement	Engagement Description	Estimated Hours
Hours are billed as incurred if assistance is needed with Modifications		

Service Assumptions:

- The number of hours set forth above is an estimate only based on current information and expectations, and the actual number of hours required may be greater or fewer in number. For the avoidance of doubt, this is not a "fixed fee" or "not to exceed" arrangement, but rather a time and materials engagement in which the Client shall pay Ellucian a designated hourly fee for each person-hour of services rendered by Ellucian resources. Should additional hours be necessary, a Change Request to approve a budget expansion will be provided and a new Order Form presented, if required.
- All Professional Services delivered remotely unless otherwise noted and will be scheduled for mutually agreeable dates of service.
- Ellucian accesses Client's Banner 9 non-production database environment via SecureLink. VPN remote connectivity to the Client's environment through SecureLink VPN is required.
- The Banner environment is kept at a steady release level during the transformation effort. Introducing new releases during the execution of the services herein might increase the overall required hours.

Client Responsibilities:

- Client will provide access to documentation, and remote access to non-production environments;
- Client will have installed all pre-requisite Banner 9 components, including Ellucian Solutions Manager ("ESM") in support of the extension, and page deployment;
- Client will upgrade Banner 9 forms transformation deployment environment to the current Banner 9 releases including pre-requisites.
- Client will provide basic test plans to validate the net new page or extensions before the commencement of Professional Services;
- Client will support the deployment of the net new page or extensions into the development environment through ESM;
- Client will execute a full functional test plan against the delivered net new page, or extensions within the Client's environment; and
- Client installs the Securelink application in its environment. Ellucian provides the Securelink software.
- Client will upload files to Banner9Guide for any forms identified in appendix X with bold text within two (2) weeks of contract signing. This action is required to be completed for identified forms prior to any delivery of forms transformation services

Out of Scope:

- These Professional Services do not include security scanning of the forms provided by the Client for transformation. Security vulnerabilities that exist in the code or logic of the provided forms may persist in the transformed forms.
- Accommodation for third-party vendor extensions, including, but not limited to, Clean Address from Runner Technologies. Should a Banner Baseline modified form included in the forms transformation scope defined herein, also require extensions from a third-party vendor, additional hours to complete the transformation will be required.

2. Banner 9 Essentials Plus Services

Service Description:

Engagement	Engagement Description
Project Planning and Kick-off	<p>Objectives:</p> <ul style="list-style-type: none"> • Project start up: <ul style="list-style-type: none"> ○ Schedule Planning and kick-off call ○ Distribute Service Preparation Document to client • Planning and kick-off call to: <ul style="list-style-type: none"> ○ Review service preparation document completion ○ Review the scope and client tasks ○ Review service delivery expectations and outcomes • Establish and verify remote connectivity
Ethos Identity for Banner 9 Administrative Pages	<p>Objectives:</p> <ul style="list-style-type: none"> - Install Ethos Identity <ul style="list-style-type: none"> ○ Single node in one (1) non-production and one (1) production environment ○ Banner Enterprise Identity Services (“BEIS”) Utilities for UDCID Provisioning for a single node ○ Banner Enterprise Identity Services (“BEIS”) SSO Manager, if applicable ○ Professional Services Banner UDCID generation trigger - Configure Ethos Identity: <ul style="list-style-type: none"> ○ Baseline Configuration (Single Node); ○ Authentication against Active Directory (“AD”) ○ Single Sign-On utilizing Central Authentication Services (“CAS”) for: <ul style="list-style-type: none"> ▪ Application Navigator; ▪ Banner 9 Administrative Pages ▪ Banner INB/SSB, if applicable <p>Prescriptive install option A:</p> <ul style="list-style-type: none"> - Client ensures: <ul style="list-style-type: none"> ○ User accounts are in AD ○ UDCID is in AD - Ellucian configures Ethos Identity to Authenticate against, and retrieve UDCID from AD <p>Prescriptive install option B:</p> <ul style="list-style-type: none"> - Client ensures:

Engagement	Engagement Description
	<ul style="list-style-type: none"> ○ User accounts are in AD - Ellucian configures Ethos Identity to Authenticate against AD and retrieve UDCID directly from Banner, eliminating the need to provision to AD. This requires AD login id matches gobtpac_external_user.
ESM and Deployment of Banner 9 Administrative Pages	<p>Objectives:</p> <ul style="list-style-type: none"> - Install <ul style="list-style-type: none"> ○ Ellucian Solution Manager ("ESM") ○ Tomcat on up to two (2) application servers - Configure <ul style="list-style-type: none"> ○ Complete the ESM environment configuration for two (2) Non-Production Environments to be managed by ESM; ○ Add the installed Tomcat application server configurations to ESM to support the Banner 9 application deployment process. - Upgrade <ul style="list-style-type: none"> ○ Utilizing ESM, upgrade Banner in two (2) Non-Production Environments to the minimal required releases to support Banner 9 Administrative Pages - Deploy <ul style="list-style-type: none"> ○ Utilizing ESM, in up to two (2) non-production environments, deploy the following: <ul style="list-style-type: none"> ▪ Application Navigator ▪ Banner 9 Administrative Pages
Knowledge Transfer and Production Deployment	<p>Objectives</p> <ul style="list-style-type: none"> - Provide knowledge transfer on the execution and configuration of the prior steps, and plan for production roll out - Provide insight to allow for the institutional resource to deploy the application into a production environment
Project Management	Description Below
Total Hours: 128	

Service Assumptions:

- Banner 9 Administrative Applications (pages) and Application Navigator will be deployed utilizing Tomcat as its application server
- Ellucian Solution Manager requires a Linux environment
- Ellucian Identity requires a Linux or Windows environment
- Full SSH type remote connectivity to the institution's environment is an absolute requirement for the delivery of this packaged service via one of the following:
 - Institutional VPN with SSH
 - Securelink can be provided by Ellucian as an alternative

- Requires client install the Securelink application in their environment

Client Responsibilities:

- Provision the Virtual Machines, including Operating System
 - One (1) Virtual Machine (“VM”) for Ellucian Solution Manager
 - Two (2) Virtual Machines for Ethos Identity including one (1) for non-production and one (1) for production
 - Two (2) Virtual Machines to support the application server deployment
 - Total of two (2) including one for each of two non-production environments
 - Note that one ESM server can support multiple environments and banner instances
- Configure Ellucian Solution Manager (ESM) for production Banner environment
- Provision Banner 9 applications to production environment
- Provide two (2) test user accounts in both non-production and production user stores;
- Provision constituent data into the user store (AD) to be used as authentication provider for Ethos Identity
- Request and install required SSL certificates from a trusted certificate authority for use in non-production and production environments;
- Provide network administrative support for the configuring of firewalls, load balancer, and network devices as required.

Out of scope:

- Configuration of network, DNS or load balancers;
- Configuration of any Service Provider applications;
- Configuration of Single Sign-On beyond Banner 9 Administrative Application and Application Navigator
- Testing and troubleshooting of any non-Ellucian supported service providers for Ethos Identity
- Creation and/or installation of SSL certificates
- Branding Ethos Identity with client’s colors, logo, header or footer
- Two (2), or Multi Factor Authentication configuration
- Password reset configuration

3. Banner 9 Essentials Plus Workshops

Service Description:

Engagement	Engagement Description
Banner 9 Adoption Technical Workshop	<p>During this remote session, Ellucian will conduct a technical workshop designed to establish Client's readiness to execute on the prioritized technical requirements identified during the kick-off and planning session. The Banner 9 technical workshop covers topics including:</p> <ul style="list-style-type: none"> • Application/Network Architecture in support of Banner 9 (Client Specific Design) • Scaling of Banner 9 • If applicable, GIT Repository Architecture and Design • IT Skill Requirements, Planning, and Learning Plans for Database/System/Application Administrator(s) • Integration with other Ellucian Applications <p>The information gathered during the Banner 9 Technical Workshop, will be reviewed by the Ellucian consultant and used to plan for the implementation of Banner 9 within the Client's environment. The plan can then be used by Client leaders and Ellucian to build a framework for the deployment of the Banner 9 infrastructure and the identified Banner 9 applications. The resulting Banner 9 Technical Approach document will be reviewed with Client which includes:</p> <ul style="list-style-type: none"> • The proposed architecture includes sizing, server architecture • Single Sign-On ("SSO") reference architecture (prescriptive model) • Incorporation of Ellucian Solution Manager • Identification of required Banner patches • Recommended training for Client's staff • The Delivery templates used during the Technical Workshop • Pre-upgrade questionnaire
Total Hours: 24	

4. Upgrade to Minimum required Banner Versions

Service Description

- Service Preparation and Planning
Ellucian consultant will work with client to plan for the technical and organizational activities required to upgrade the Banner environment to the specified versions listed below in one (1) non-production environment(s) and one (1) production environment.
- Banner Upgrades
 - Pre-install verification and preparation
 - Apply Banner upgrades and patches in accordance with the following versions in support of Banner 9:

Module	Current Version	Target Version
Banner General		8.5.2
Banner Accounts Receivable		8.4.1
Banner Document Management		8.4
Banner Finance		8.8
Banner HR & Payroll		8.7.1
Banner Position Control		8.7.1

- Post installation tasks and documentation
 - Recompile all objects
 - Validation of environment
 - Documentation
Ellucian consultant will develop an Installation Report that outlines the tasks performed during the installation and configuration activities. The report will be comprised of:
 - Final review and completion of the installation and configuration checklists
 - Documentation of outstanding installation issues and ownership of the issues for resolution
 - Recommendations in specific areas, as needed and review of Service Provider standard support guidelines.

Assumptions:

- All activities for this service will be provided remotely unless otherwise specified.

Client Responsibilities:

- Client will provide Ellucian resources with necessary documentation needed to support the upgrade planning
- Client will provide Ellucian resources necessary access to review and verify any planning-related systems to support this upgrade.

- Client will be responsible for providing key point of contact for information to Ellucian resources and communicating with their team regarding upgrade activities.
- Client will make available necessary personnel for the required discussion and review in a timely fashion and as requested by Ellucian resources during the length of this service.
- Client will develop all test plans and scenarios and complete the performance of these test plans within project guidelines and timing, including “production-ready” testing.
- Client will cooperate with, and assist Ellucian resources, as necessary to enable the delivery of services herein

Out of Scope:

- Any upgrade not explicitly stated herein
- Installation/upgrade of OS, Oracle, WebLogic, or Tomcat unless explicitly stated herein

5. Project Management Services

Ellucian will provide project management services to Client using Ellucian's implementation methodology. Ellucian's implementation methodology is executed in four phases: Initiation Phase, Planning Phase, Execution Phase, and Transition & Close Phase. The four phases of Ellucian's implementation methodology, combined with monitor and control procedures, provide the structure for the overall project, helping the project management team monitor and control expectations, budget, communication, and quality.

Service Description:

The following activities, artifacts, and outcomes are considered in scope for project management services:

- Project initiation
- Introduction of delivery management team
- Project planning and resource management
- Initial Development of Project Charter or Scope Statement
- Project internal repository for project artifacts
- Ellucian internal project initiation meeting
- Client project planning session
- Work with client project management team to manage:
 1. Project execution
 2. Project team
 3. Communications (status meetings, status reports)
 4. Stakeholder expectations
 5. Quality assurance activities
 6. Issue tracking
 7. Changes to scope, schedule, resources, and costs
 8. Project risk response plans
 9. Project financials (budgets, project reconciliation)
 10. Knowledge resources
 11. Delivery of solution artifacts
 12. Transition planning
 13. Delivery to contract and project scope with client acceptance
 14. Project closure

Client Responsibilities:

- Client will provide information to Ellucian project team that will contribute to project activities and development of artifacts.
- Client will provide approval on all project activities, artifacts, and outcomes based on the agreed sign-off criteria and client acceptance period for approval.
- Client will attend and participate in project status meetings as defined by the Ellucian project manager and Client project leader.
- Client will support and otherwise cooperate with Ellucian throughout all project activities, development of artifacts, and project outcomes.
- Client will provide a full-time project leader or functional leader who will work directly with the Ellucian project manager and provide the required input and work product to support project activities, artifacts, and outcomes.
- Client will assign Client resources to complete Client tasks required as part of the project's schedule.
- Client will provide timely approval of project change requests prior to the start of the project change.

Banner 8 to Banner 9 Self-Service Migration Process

Objective: The following service package has been established to leverage best practices in getting Banner 8 Self-Service (SSB) to Banner 9 Self-Service pages, for all licensed, and installed, Banner products.

Engagement	Engagement Description	Estimated Hours
Human Resources Employee Profile	<ul style="list-style-type: none"> Overview of Employee Profile and requirements Functionality/configuration of Employee Dashboard, My Profile and My Activities. Includes Supervisor and My Team. Configuration of rule and validation forms in Banner HR and documenting changes to the configuration file in the Decision Workbook 	8
Human Resources Position Description	<ul style="list-style-type: none"> Position Description Foundation and Requirements Install ESM and Deployment of Banner 9 Admin Pages Functionality/configuration of Position Description. Includes creating and viewing pending position descriptions, position description approvals and security. Configuration of rule and validation forms in Banner HR for Position Descriptions. 	10
Finance Self-Service Purchase Requisition and ACH (Direct Deposit)	<ul style="list-style-type: none"> Banner 9.x Navigation Set up Review Processing Requisitions ACH in Accounts Payable module Pay ACH invoices through direct-deposit runs in Banner 	28
Hardware/Software Requirements	Minimum required hardware and software requirements.	N/A
	Total Estimated Hours	46

1. Banner Human Resources Employee Profile Scope of Service

Service Description

Engagement	Engagement Description	Estimated Hours
HR Employee Profile	<ul style="list-style-type: none">○ Overview of Employee Profile and requirements○ Functionality/configuration of Employee Dashboard, My Profile and My Activities. Includes Supervisor and My Team.○ Configuration of rule and validation forms in Banner HR and documenting changes to the configuration file in the Decision Workbook	8
Total Hours:		8

Service Assumptions

- Installed Banner Human Resources Employee Self Services Banner version will be aligned to the current version of Banner Human Resources installed
- Client is knowledgeable and familiar with Web Tailor functionality and XE Technical

Client Responsibilities:

- Download and apply the identified release from the customer support center
- Apply Database Extension Utility DBEA and Central Authentication System (CAS)

Out of Scope:

- Services to upgrade Banner components to a newer versions beyond client's current version
- Support with Banner XE Foundations Services, Database Extension Utility DBEA and Central Authentication System (CAS) services

2. Banner Human Resources Position Description Scope of Service

The Position Description Application is used to create and maintain position descriptions. Position Description Application allows you to create, modify, and approve a position description. You can use the application to build a position description library, which stores approved position descriptions.

Service Description

Engagement	Engagement Description	Estimated Hours
Position Description	<ul style="list-style-type: none"> ○ Position Description Foundation and Requirements ○ Functionality/configuration of Position Description. Includes creating and viewing pending position descriptions, position description approvals and security. ○ Configuration of rule and validation forms in Banner HR for Position Descriptions. 	10
Total Hours:		10

Note: All services are delivered remotely unless specifically identified as onsite.

Service Assumptions

- Installed Banner Human Resources Employee Self Services Banner version will be aligned to the current version of Banner Human Resources installed.
- Includes prep and follow up support.
- Client is knowledgeable and familiar with Web Tailor functionality and XE Technical.

Client Responsibilities:

- Download and apply the identified release from the customer support center.
- Review Position Description Webinars in eCommunities.

Out of Scope:

- Talent Management Position OU Template configuration delivered by CornerStone On Demand.

Additional Services Available:

The following services are available upon request for additional billable hours.

- Banner Document Management Services
- Other third party talent management system integration, custom services available
- Services to upgrade Banner components to a newer versions beyond client's current version
- Support with Banner XE Foundations Services, Database Extension Utility DBEA and Central Authentication System (CAS) services

3. Banner Finance Self-Service Purchase Requisition and ACH (Direct Deposit) Scope of Service

Engagement	Engagement Description	Estimated Hours
	Preparation and Follow Up	4
Remote	Review with Finance <ul style="list-style-type: none"> Banner 9.x Navigation <ul style="list-style-type: none"> Understanding Difference between 8.x and 9.x Intro to My Requisition Dashboard Set up Review <ul style="list-style-type: none"> Creating Vendors, Commodity Codes, Buyer Codes, Purchasing Clauses Processing Requisitions <ul style="list-style-type: none"> Creating Requisitions Querying/Completing/Canceling based on Status Using Commodity or Accounting Level Accounting FOAPAL Defaults Adding Text Printing ACH in Accounts Payable module <ul style="list-style-type: none"> Set up Bank codes to use ACH Establish vendors and employees to be paid by ACH through Accounts Payable Invoices Pay ACH invoices through direct-deposit runs in Banner 	16
	Travel and Follow Up (If on Site)	8
Total Hours:		28

Service Assumptions:

- Client already has Banner Self-Service Purchase Requisitions version 9.0.2 set up in a non-production environment for training.

Client Responsibilities:

- Training will take place in a recently cloned instance (less than 6 months)
- Client will be responsible for contacting and working with Evisions for Accounts Payable ACH functionality that impacts or is enhanced by Intellectcheck.
- Client will be responsible for establishing Banner Finance Self-Service Purchase Requisitions, version 9.0.2 and Accounts Payable ACH functionality in **the production environment**.

Out of Scope:

- Training of departmental end users is outside this scope and is the sole responsibility of the institution.
- Ellucian setting up Banner Self-Service Purchase Requisitions version 9.0.2 and Accounts Payable ACH functionality in a production environment

Schedule C

Services to be Performed by Sub-Contractor/3rd Party Custom Forms To Be Transformed

Net New Forms	
Form Name	Form Hours
PZAEMPL	58
PZAMTIM	25
PZASHRS	10
PZRLCAT	25
# Net New Forms	4
Net New Hours	118

Note: The above estimate is based on the specific custom forms selected by the Client, which was based on the analysis performed by Ellucian, dated 10/3/2017.

Professional Services

Description of Services	Hours	Rate	Proposed Cost
Transformation Planning and Preparation	24	\$180.00	\$4,320.00
Transformation Execution	118	\$90.00	\$10,620.00
Transformation Deployment	24	\$180.00	\$4,320.00
Project Management	25	\$180.00	\$4,500.00
Estimated Total	191		\$23,760.00

Banner 8 to Banner 9 Self-Service Migration Process

Objective: The following service package has been established to leverage best practices in getting Banner 8 Self-Service (SSB) to Banner 9 Self-Service pages, for all licensed, and installed, Banner products.

Engagement	Engagement Description	Estimated Hours
Human Resources Employee Profile	<ul style="list-style-type: none"> Overview of Employee Profile and requirements Functionality/configuration of Employee Dashboard, My Profile and My Activities. Includes Supervisor and My Team. Configuration of rule and validation forms in Banner HR and documenting changes to the configuration file in the Decision Workbook 	8
Human Resources Position Description	<ul style="list-style-type: none"> Position Description Foundation and Requirements Install ESM and Deployment of Banner 9 Admin Pages Functionality/configuration of Position Description. Includes creating and viewing pending position descriptions, position description approvals and security. Configuration of rule and validation forms in Banner HR for Position Descriptions. 	10
Finance Self-Service Purchase Requisition and ACH (Direct Deposit)	<ul style="list-style-type: none"> Banner 9.x Navigation Set up Review Processing Requisitions ACH in Accounts Payable module Pay ACH invoices through direct-deposit runs in Banner 	28
Hardware/Software Requirements	Minimum required hardware and software requirements.	N/A
	Total Estimated Hours	46

1. Banner Human Resources Employee Profile Scope of Service

Service Description

Engagement	Engagement Description	Estimated Hours
HR Employee Profile	<ul style="list-style-type: none"> ○ Overview of Employee Profile and requirements ○ Functionality/configuration of Employee Dashboard, My Profile and My Activities. Includes Supervisor and My Team. ○ Configuration of rule and validation forms in Banner HR and documenting changes to the configuration file in the Decision Workbook 	8
Total Hours:		8

Service Assumptions

- Installed Banner Human Resources Employee Self Services Banner version will be aligned to the current version of Banner Human Resources installed
- Client is knowledgeable and familiar with Web Tailor functionality and XE Technical

Client Responsibilities:

- Download and apply the identified release from the customer support center
- Apply Database Extension Utility DBEA and Central Authentication System (CAS)

Out of Scope:

- Services to upgrade Banner components to a newer versions beyond client's current version
- Support with Banner XE Foundations Services, Database Extension Utility DBEA and Central Authentication System (CAS) services

2. Banner Human Resources Position Description Scope of Service

The Position Description Application is used to create and maintain position descriptions. Position Description Application allows you to create, modify, and approve a position description. You can use the application to build a position description library, which stores approved position descriptions.

Service Description

Engagement	Engagement Description	Estimated Hours
Position Description	<ul style="list-style-type: none"> Position Description Foundation and Requirements Functionality/configuration of Position Description. Includes creating and viewing pending position descriptions, position description approvals and security. Configuration of rule and validation forms in Banner HR for Position Descriptions. 	10
Total Hours:		10

Note: All services are delivered remotely unless specifically identified as onsite.

Service Assumptions

- Installed Banner Human Resources Employee Self Services Banner version will be aligned to the current version of Banner Human Resources installed.
- Includes prep and follow up support.
- Client is knowledgeable and familiar with Web Tailor functionality and XE Technical.

Client Responsibilities:

- Download and apply the identified release from the customer support center.
- Review Position Description Webinars in eCommunities.

Out of Scope:

- Talent Management Position OU Template configuration delivered by CornerStone On Demand.

Additional Services Available:

The following services are available upon request for additional billable hours.

- Banner Document Management Services
- Other third party talent management system integration, custom services available
- Services to upgrade Banner components to a newer versions beyond client's current version
- Support with Banner XE Foundations Services, Database Extension Utility DBEA and Central Authentication System (CAS) services

3. Banner Finance Self-Service Purchase Requisition and ACH (Direct Deposit) Scope of Service

Engagement	Engagement Description	Estimated Hours
	Preparation and Follow Up	4
Remote	Review with Finance <ul style="list-style-type: none"> Banner 9.x Navigation <ul style="list-style-type: none"> Understanding Difference between 8.x and 9.x Intro to My Requisition Dashboard Set up Review <ul style="list-style-type: none"> Creating Vendors, Commodity Codes, Buyer Codes, Purchasing Clauses Processing Requisitions <ul style="list-style-type: none"> Creating Requisitions Querying/Completing/Canceling based on Status Using Commodity or Accounting Level Accounting FOAPAL Defaults Adding Text Printing ACH in Accounts Payable module <ul style="list-style-type: none"> Set up Bank codes to use ACH Establish vendors and employees to be paid by ACH through Accounts Payable Invoices Pay ACH invoices through direct-deposit runs in Banner 	16
	Travel and Follow Up (If on Site)	8
Total Hours:		28

Service Assumptions:

- Client already has Banner Self-Service Purchase Requisitions version 9.0.2 set up in a non-production environment for training.

Client Responsibilities:

- Training will take place in a recently cloned instance (less than 6 months)
- Client will be responsible for contacting and working with Evisions for Accounts Payable ACH functionality that impacts or is enhanced by Intellectcheck.
- Client will be responsible for establishing Banner Finance Self-Service Purchase Requisitions, version 9.0.2 and Accounts Payable ACH functionality in **the production environment**.

Out of Scope:

- Training of departmental end users is outside this scope and is the sole responsibility of the institution.
- Ellucian setting up Banner Self-Service Purchase Requisitions version 9.0.2 and Accounts Payable ACH functionality in a production environment

Schedule C

Services to be Performed by Sub-Contractor/3rd Party Custom Forms To Be Transformed

Net New Forms	
Form Name	Form Hours
PZAEMPL	58
PZAMTIM	25
PZASHRS	10
PZRLCAT	25
# Net New Forms	4
Net New Hours	118

Note: The above estimate is based on the specific custom forms selected by the Client, which was based on the analysis performed by Ellucian, dated 10/3/2017.

Professional Services

Description of Services	Hours	Rate	Proposed Cost
Transformation Planning and Preparation	24	\$180.00	\$4,320.00
Transformation Execution	118	\$90.00	\$10,620.00
Transformation Deployment	24	\$180.00	\$4,320.00
Project Management	25	\$180.00	\$4,500.00
Estimated Total	191		\$23,760.00

OCFA Sole Source Request Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Support Services/Information Technology		Requested By: Todd Muilenburg	Date: 1/2/2018
Recommended Vendor: Conduent Government Systems, LLC		Vendor Contact: Jay McDaniel	Vendor's E-mail Address: jay.mcdaniel@conduent.com
Vendor Address: 130 Division Street Waite Park, MN 56387			Vendor's Telephone #: 225-937-8133
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase		Contract Term (Dates): 01/1/2017 - 12/31/2018	Contract Amount: \$71,230
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>			Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

Conduent Government Systems, LLC provides software licenses and support services for the BANNER HR/Financial system. The BANNER system is requiring a major version upgrade from version 8 to version 9. Due to the complexity of this upgrade, Professional Services from Conduent are requested to ensure a successful upgrade.

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

Conduent, the owner of the BANNER software, is uniquely qualified to provide the technical expertise for the migration upgrade process of the OCFA's BANNER HR/Financial system from BANNER 8 to BANNER 9 based on their experience in supporting OCFA since inception. Conduent technical staff supporting of the OCFA's BANNER system and the Oracle

SECTION III – JUSTIFICATION (continued)

database has remained consistent despite the changes in ownership. The initial contract for BANNER software was with Affiliated Computer Services (ACS), which was then acquired by Xerox Government Systems, LLC.

Earlier this year, the firm became Conduent.

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

Conduent is quoting OCFA a pre-existing negotiated Professional Services hourly rate of \$155/hour which is a 22.5% reduction from their standard \$200/hour rate.

4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?


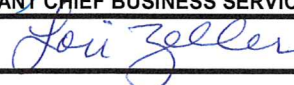
(If yes, please explain how and what the future costs will be.)

No future obligations. The Professional Services will not have ongoing maintenance costs.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Todd Muilenburg		2-Jan-2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		2-Jan-2018
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		2-Jan-2018

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
 For PC	1/9/18
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	1/9/18

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2018

Agenda Item No. 3F
Consent Calendar

**Sole Source Blanket Order Extension for
ESRI GIS Software Licensing, Maintenance, and Support**

Contact(s) for Further Information

Dave Anderson, Assistant Chief
Support Services Department

daveanderson@ocfa.org

714.573.6006

Joel Brodowski, IT Manager

joelbrodowski@ocfa.org

714.573.6421

Summary

This agenda item is submitted for approval to extend the sole source blanket order with Environmental Systems Research Institute, Inc. (ESRI) for Geographic Information Systems (GIS) software licensing, maintenance, and support.

Prior Board/Committee Action

At the May 27, 2010, meeting, the Executive Committee approved a five-year sole source contract with ESRI, Inc. in an amount not to exceed \$75,000 per year.

At the February 19, 2015, meeting, the Executive Committee approved an extension of the sole source contract with ESRI, Inc. for an additional three years in an amount not to exceed \$75,000 per year.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to extend the sole source blanket order with ESRI, Inc. for three years in an amount not to exceed \$75,000 per year (\$225,000 aggregate for three years).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funding exists in the approved FY 2017/18 budget.

Background

Sole Source Justification

ESRI, Inc. is the owner, sole distributor, and service provider of its proprietary software that provides OCFA with the ability to create and manipulate geospatial data for use to create mapping products and incorporate geo-data into its various applications and software.

ESRI ArcGIS Software

ArcGIS is a GIS software for working with maps and geographic information. It is used for creating and using maps, compiling geographic data, analyzing mapped information, sharing and discovering geographic information, using maps and geographic information in a range of applications, and managing geographic information in a database. The system provides an infrastructure for making maps and geographic information available throughout an organization, across a community, and openly on the Web.

OCFA staff currently uses this software to produce mapping products, develop and incorporate geo-data used by the TriTech Computer Aided Dispatch system, develop geospatial applications such as the OCFA GIS inspections program that support OCFA programs and creates other geo-data based applications used by OCFA staff in various sections.

Recommendation

Staff is recommending approval to extend the current sole source blanket order contract with ESRI, Inc. to renew ArcGIS software licensing, maintenance, and support for three years in an amount not to exceed \$75,000 per year as detailed in the attached price quote. Annual software maintenance costs total \$65,400, with an additional \$9,600 for ESRI GIS System/Software Development Professional Services to allow for advanced troubleshooting, programming, and development beyond the current expertise of OCFA staff.

Attachment(s)

1. Renewal quote
2. Sole Source Justification Form



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 12/22/2017
To: Mike Vuong
Organization: Orange County Fire Authority
Fax #: 714-368-8837 **Phone #:** 714-573-6447

From: Erin McCollum
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 3987
Email: emccollum@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25824475
Document Date: 12/22/2017

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45753987
Fax #: 909-307-3083

Quotation

Date: 12/22/2017**Quotation Number:** 25824475

Orange County Fire Authority
P.O. Box 53008
Irvine CA 92619-3008
Attn: Mike Vuong

Phone: 714-573-6447**Customer Number:** 137512

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Erin McCollum

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	2	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	3,000.00	6,000.00
1010	9	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	1,200.00	10,800.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	500.00	500.00
3010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	500.00	500.00
4010	2	87192	400.00	800.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Erin McCollum**Ext:** 3987

[MCCOLLUME]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45753987
Fax #: 909-307-3083

Quotation

Page 2

Date: 12/22/2017

Quotation Number: 25824475

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019		
5010	1	93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	1,000.00	1,000.00
6010	6	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	300.00	1,800.00
7010	1	93095 ArcGIS Desktop Basic with Extensions Single Use Secondary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	900.00	900.00
8010	1	93303 ArcGIS Desktop Standard Single Use Primary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	1,500.00	1,500.00
9010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	500.00	500.00
10010	5	100572 ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	200.00	1,000.00
11010	2	157023 ArcGIS Developer Professional Annual Subscription Start Date: 02/15/2018 End Date: 02/14/2019	1,800.00	3,600.00
12010	1	161326 ArcGIS Enterprise Advanced Up to Four Cores Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	10,000.00	10,000.00
13010	1	161337	5,000.00	5,000.00

[MCCOLLUME]

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45753987
Fax #: 909-307-3083

Quotation

Page 3

Date: 12/22/2017

Quotation Number: 25824475

Item	Qty	Material#		Unit Price	Extended Price
			ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 02/15/2018 End Date: 02/14/2019		
14010	1	161339	ArcGIS Image Server Up to Four Cores Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	5,000.00	5,000.00
15010	3	161348	ArcGIS GIS Server Basic Up to Four Cores Maintenance Start Date: 02/15/2018 End Date: 02/14/2019	3,000.00	9,000.00
15020	1	121805	Esri Production Mapping for Desktop Concurrent Use Maintenance Start Date: 02/15/2016 End Date: 02/14/2019	7,500.00	7,500.00

Item Subtotal	65,400.00
Estimated Tax	0.00
Total	USD 65,400.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45753987
Fax #: 909-307-3083

Quotation

Page 4

Date: 12/22/2017 **Quotation No:** 25824475 **Customer No:** 137512

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf> and your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions and product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this Quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy ,GSA, BPA) on your ordering document.

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

OCFA Sole Source Request Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Support Services/Information Technology/GIS	Requested By: Todd Muilenburg	Date: 1/2/2018
Recommended Vendor: ESRI, Inc.	Vendor Contact: Erin McCollum	Vendor's E-mail Address: emccollum@esri.com
Vendor Address: 380 New York Street, Redlands, CA. 92373		Vendor's Telephone #: 888-377-4575 ext. 3987
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 02/15/2018 - 02/14/2021	
Contract Amount: \$65,400		Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		

SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

ESRI software is the industry accepted standard computer software tool that GIS professionals use to create and manipulate geospatial data into mapping products and computer applications used for OCFA emergency service delivery

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

ESRI, Inc. is the OEM and only distributor and service provider for it's proprietary software, and is the only authorized source to provide licensing and software upgrades and maintenance.

SECTION III – JUSTIFICATION (*continued*)

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

Maintaining OCFA's current licenses without break entitles the OCFA to complimentary ESRI user conference passes for OCFA GIS staff which saves approximately \$11,165 annual (7 passes X \$1,595 ea.) software upgrades, training, and numerous other benefits that would be charged without the annual maint. agreement.

4. **Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**



(If yes, please explain how and what the future costs will be.)

Yes. To utilize current ESRI software tools, it is recommended that OCFA continue to maintain the ESRI software licenses and maintenance agreement contract. The \$75,000 annual blanket order request has not increased in 7 - years and not expected to increase for the next 3 - years unless the OCFA decides to purchase more licenses than currently used.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Todd Muilenburg		2-Jan-2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		2-Jan-2018
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		2-Jan-2018

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
 For DC	1/9/18
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	1/9/18

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2018

Agenda Item No. 3G
Consent Calendar

**Special Procurement for
Advanced Computer Network Technical Support**

Contact(s) for Further Information

Dave Anderson, Assistant Chief Support Services Department	daveanderson@ocfa.org	714.573.6006
Joel Brodowski, IT Manager	joelbrodowski@ocfa.org	714.573.6421

Summary

This agenda item is submitted for approval to utilize the special procurement provision under Article III (Section 1-23) in the Purchasing Ordinance to execute a special procurement agreement with DHN Consulting, Inc. for periodic computer software and hardware maintenance, updates and as-needed advanced technical support for the OCFA's Computer Network.

Prior Board/Committee Action

Not Applicable

RECOMMENDED ACTION(S)

Authorize the Purchasing Manager to execute the proposed Professional Services Agreement with DHN Consulting, Inc. for three years in an amount not to exceed \$50,000 per year (\$150,000 aggregate for three years).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funding exists in the approved FY 2017/18 budget.

Background

Special Procurement Justification

A "special procurement" contract is recommended (per the Purchasing Ordinance and Roles/Responsibilities Matrix) when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source.

OCFA IT staff has worked with DHN Consulting, Inc. for several years and has determined that the company has in-depth knowledge of the OCFA's computer network infrastructure and thoroughly understands the critical nature of 9-1-1 service, enabling the completion of work faster with minimal risk of interruption to OCFA's computer network infrastructure.

OCFA Network Software and Hardware Systems

OCFA's computer network is the critical computer infrastructure essential to delivery of emergency 9-1-1 services. All efforts are made to ensure it is functioning 24 hours a day, 7 days a week, and while staff is skilled in maintaining the OCFA's computer network, upgrades and adding new services are necessary and may require highly specialized professional services to ensure no interruptions occur.

OCFA has major projects upcoming including upgrading the core network infrastructure, routers, fiber-optic backbone, network closets, and other critical components of the Regional Fire Operations and Training Center's network.

High-level planning and programming services are required for these projects to ensure a successful project completion. Staff has worked with other computer network professional services providers in the past, and has found DHN Consulting, Inc. to meet OCFA's standards as a superior computer network professional services provider.

The hourly rates for all of the necessary services provided by DHN Consulting, Inc. are as follows:

DHN Consulting, Inc. Hourly Rates			
Normal	Mon-Fri	08:00 - 17:00	\$150.00
Overtime	Mon-Fri	17:00 - 00:00	\$225.00
	Weekends	08:00 - 00:00	
Doubletime	Sun-Sat	00:00 - 08:00	\$300.00

Conclusion

Staff is recommending approval to execute the proposed Professional Services Agreement with DHN Consulting, Inc. for consulting and professional services for three years in an amount not to exceed \$50,000 per year (\$150,000 aggregate for three years).

Attachment(s)

1. Proposed Professional Services Agreement
2. Special Procurement Request Form

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 25th day of January, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and DHN Consulting Inc, a California Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to plan, design, and implement network upgrades on an as-needed basis, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated January 12, 2018, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal attached hereto as Exhibit "A." The Scope of Services includes by reference and by addendum Firm's Proposal ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Firm's Proposal and/or the terms

set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

1.4 Familiarity with Work

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

1.5 Care of Work

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.6 Additional Services

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Purchasing Manager.

2. TIME FOR COMPLETION

The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's Proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the Party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$50,000 (Fifty Thousand Dollars) annually.

3.2 Method of Payment

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

3.3 Changes

In the event any change or changes in the work is requested by OCFA, the Parties shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

3.4 Appropriations

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement.

4.4 Term

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for three (3) years.

5. COORDINATION OF WORK

5.1 Representative of Firm

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: David Nishikawa.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Officer

The Contract Officer shall be designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm

for services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

5.3.3 Assignments. Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

5.4 Independent Contractor

5.4.1 The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

5.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

5.4.3 No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for

compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

5.6 Employee Retirement System Eligibility Indemnification

5.6.1 In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

5.6.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm and extending to California operations. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

6.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

6.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

6.2.1.4 Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CGL Insurance in the amount of at least one million dollars (\$1,000,000.00) combined single limit for bodily injury, personal injury and property damage and one million dollars

(\$1,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

6.3.1 Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

6.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

6.4.1 CGL Endorsements. The policy or policies of insurance required by this Agreement for CGL Insurance shall be endorsed as follows:

6.4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

6.4.1.1.1 Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

6.4.1.2 Primary, Non-Contributing. Each CGL insurance policy shall be endorsed to be primary and any other insurance, deductible, or

self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

6.4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

6.6 Waiver of Subrogation. All policies of Commercial General Liability shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each

subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 6. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

6.7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

6.7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.10 Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.11.1 Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

6.11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all

responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

6.11.6 Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement and Firm's provision of airspace authorization services contemplated by Exhibit "A" hereto, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified Party.

7. RECORDS AND REPORTS

7.1 Reports

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Confidential Materials

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

8.6 Termination for Default of Firm

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees

If either Party commences an action against the other Party arising out of or in connection with this Agreement or its subject matter, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing Party.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 Notice

Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority
Attention: Debbie Casper,
Purchasing Manager
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm:

DHN Consulting Inc.
Attention: David Nishikawa
2524 Elden Ave. Unit K
Costa Mesa, CA 92618

10.2 Integrated Agreement

This Agreement contains all of the agreements of the Parties and cannot be amended or modified except by written agreement.

10.3 Amendment

This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

10.4 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.5 Corporate Authority

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Debbie Casper, C.P.M., CPPB,
Purchasing & Materials Mgr.

APPROVED AS TO FORM.

ATTEST:

By: _____
DAVID E. KENDIG
GENERAL COUNSEL

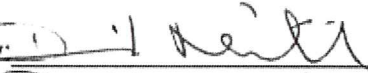
Sherry A.F. Wentz
Clerk of the Board

Date: _____

"FIRM"

DHN CONSULTING INC.

Date: 1/18/18

By: 
David Nishikawa
President/CEO

Date: _____

By: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper, C.P.M., CPPB,
Purchasing & Materials Mgr.

APPROVED AS TO FORM.

ATTEST:

By:  *for* _____
DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: 1-18-2018

"FIRM"

DHN CONSULTING INC.

Date: _____

By: _____

Date: _____

By: _____

Exhibit “A”

Orange County Fire Authority

As Needed Network Services

Statement of Work for Services to Plan, Design, and Implement as Needed Network Services by DHN Consulting, INC.

*DHN Consulting, INC.
2524 Elden Avenue, Unit K
Costa Mesa, California 92618
(949) 355-3900*

*David Nishikawa
Network Consultant
(949) 355-3900
david@dhnc consulting.com*

Introduction

- About this Document

This document is intended to ensure that both DHN Consulting, INC. (Consultant) and Orange County Fire Authority (Customer) share a common and equal understanding of what Customer intends for this project. The information contained herein will describe the project scope, specify, or refer to other existing documents. Other documents may include hardware/software product list and other services to be rendered by Consultant. This document outlines the responsibilities and commitments of Consultant, and responsibilities and commitments of Customer.

- Statement of Work

The following Statement of work (SOW) defines the scope of the services that Consultant, will provide to Customer. Customer is engaging Consultant to provide network engineering resources to perform network planning, design, and implementation tasks at the following facility:

- Corporate Headquarters
- Fire Stations

After-installation and implementation support is not within the scope of this agreement.

- Project Introduction

Consultant will execute this SOW to complete the project description for Customer. This SOW includes the following sections:

- 1.0 – Project Description
- 2.0 – Project Technical Scope
- 3.0 – Measures of Project Success/Acceptance Criteria
- 4.0 – Project Deliverables
- 5.0 – SOW Customer Responsibilities
- 6.0 – Payment Agreement
- 7.0 – Change Order
- 8.0 – Statement of Work Acceptance

1.0 Project Description

Customer is contracting with Consultant to plan, design, and implement as needed for any network services. Network services include routing, switching, network security, wireless, network consulting, etc...

New and/or existing equipment maybe required for network services.

2.0 Project Technical Scope

The following tasks define the objective-based technical scope of this project:

Plan/Design/Implement Phases

- **Plan Phase**

The plan phase will determine all technical aspects of the network and implementation. Plan will include the planning phase:

- **Design Phase**

Based on the planning information, Consultant will develop the design:

- **Implement Phase**

Based on requirements from the plan and design phases, Consultant will execute the implementation phase:

3.0 Measures of Project Success/Acceptance Criteria

The following items will be completed and considered acceptable by customer before acceptance sign off of this SOW:

- Internal user in Corporate Headquarters is able to access the Internet
- Internal user in Corporate Headquarters is able to access their email
- External user is able to access VPN
- Corporate Headquarters is able to ping all Fire Stations

4.0 Project Deliverables

- Backup configurations of all equipment based in this SOW

5.0 SOW Customer Responsibilities

The following are items that Consultant will expect to receive from Customer prior to, or during the project, and also outlines the responsibilities on the project for Consultant and Customer:

- Customer will provide server port listings and speed/duplex settings for Consultant to prepare port maps and cut sheets

- Customer will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards and parking privileges. All existing network passwords will be provided to our technical resources and/or have an available resource at the time of the installation.
- Customer will ensure the existing network is in proper working order in a stable environment.
- Customer will provide VPN access to Consultant for the duration of the project.
- Customer understands any hardware or software not available may delay the project schedule.
- Customer understands if hardware is defective, there may be a time delay while the equipment is replaced.
- Customer understands if manufacturer bugs (Code Issues) Consultant cannot be responsible for network issues or delay in the project
- Customer understands customer unpreparedness/technical support (based on Client responsibilities in SOW) can delay the project and the Consultant is not responsible for delay.
- Customer has performed a complete and verified backup (as appropriate) prior to the start of any phase of the project.
- Customer will ensure accuracy of data/information supplied to Consultant.
- Customer will confirm all server NIC configurations connecting to network infrastructure to avoid speed/duplex issues in Server or Edge Distribution modules.
- Customer understands that Consultant relies on immediate clarification and resolution regarding the integrity of data/information supplied to Consultant.
- Equipment will be delivered to Customer location directly for burn-in and pre-configuration by Customer IT staff.
- Customer will have installed and interconnected all network equipment purchased for this SOW relating to the Core/Distribution/Access modules prior to Consultant arriving onsite for Implementation support and Acceptance Testing.
- Customer will provide Consultant adequate access to necessary facilities.
- Customer will provide Consultant 5 working day's notice for hour or day changes.
- Customer will provide Consultant with as much working knowledge of network environment as possible.
- Customer will provide Consultant with vision and future goals for network and usage.
- Customer will provide assistance and answer questions during all aspects of the project.
- All necessary rack space, power and environmental specifications must be in place before equipment is installed.

6.0 Payment Agreement

Consultant will invoice Customer for services as described in the payment terms below.

Any changes to this Scope, or work performed outside this Scope, will be invoiced based on the Change Order request form A-1.

Payment Terms:

ITEM #	TASK	TOTAL
1	<i>Professional Services</i> As Needed Network Services not to exceed \$50,000 <ul style="list-style-type: none"> • \$150/Hour Regular Time is between Monday through Friday 8:00 to 17:00 • \$225/Hour Over Time is between Monday through Friday 17:00 to 00:00 and weekends. • \$300/Hour Double Time is between Sunday through Saturday 00:00 to 8:00 • Emergency Call will be billed a minimum of 4 hours • Holidays are billed at Double Time rates starting 00:00 to 24:00 	<i>\$50,000</i>
2	<i>Planning Services</i>	<i>Included</i>
3	<i>Design Services</i>	<i>Included</i>
4	<i>Implementation Services</i>	<i>Included</i>
5	<i>Knowledge Transfer, Acceptance Testing, Project Updates</i>	<i>Included</i>
6	<i>Documentation</i>	<i>Included</i>
Total Project Services Cost:		<i>\$50,000</i>

Invoices are due upon receipt. Customer agrees to pay the full amount on the invoice net (30) days.

Start of the Project will commence upon acceptance and signature of this Statement of Work. "Completion of Project" shall mean completion of the "Measure of Projection Success/Acceptance Criteria" as detailed in Section 3.0 of this SOW with signed signatures reference Attachment A-2.

Consultant shall serve a Notice of Completion to Customer upon completion of the project. In the event that Customer contends that the services are not complete according to this SOW, within five days, Customer shall serve on Consultant a Notice stating that the services are not complete and specifying what services remain to be completed. In the event Customer fails to submit a Notice with Consultant specifically describing what services remain to be provided, within five days of the service of the Notice of Completion, the services shall be deemed complete and fully accepted by Customer.

7.0 Change Order

This Statement of Work presented to Customer is a fixed-price engagement of professional services for installation and implementation for Customer from Consultant. This means that Customer will only be responsible for paying for Consultant services as outlined in the SOW and based on Consultant's Payment Agreement. Consultant cannot be responsible for issues out of its control, which sometimes include Customer unpreparedness/technical support (based on assumptions in SOW), manufacturer bugs (code issues), or hardware failures after implementation, or additional features desired (not outlined in fixed-rate SOW). Changes in the service requirements of Customer to this SOW shall be by written Change Order signed by both parties. An example copy of the Change Order is attached. (Attachment A-1)

8.0 Statement of Work Acceptance

- **Consultant and Customer Agreement**

This agreement must have final approval and a signature of the designated Consultant and Customer representatives.

The below signed parties are in agreement that this Statement of Work constitutes the full extent of their agreement, and acceptable performance guidelines to satisfy adequate meeting of objectives defined by Customer and Consultant. Both parties further agree that substantive changes in the requirements may result in increased or decreased associated costs.

- **Acceptance Signatures**

This is to certify that the undersigned Consultant and Customer representatives acknowledge and accept the terms and conditions of the enclosed Statement of Work.

Accepted By: Customer	Accepted By: Consultant
Signed:	Signed:
Name:	Name: David Nishikawa
Title:	Title: President
Date: January 12, 2018	Date: January 12, 2018

Attachment A-1

Change Order			
Client Name:			
Project Name:			
Project Manager:			
Requested By:			
Prepared By:			
Date Prepared:			
Request Change Description			
Request ID	Request Description	Need/Reason for Change	
Rate/Hour	Hours	Cost	
Notes:			
Authorized Approval	Name	Signature	Date
Customer			
Consultant			

Attachment A-2

Project Sign-Off			
Client Name:			
Project Name:			
Project Manager:			
Date Prepared:			
Acceptance Criteria:			
Authorized Approval	Name	Signature	Date
Customer			
Consultant			

OCFA Special Procurement Justification Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Support Services/Information Technology	Requested By: David Johnson	Date: 1/2/2018
Recommended Vendor: DHN Consulting, Inc.	Vendor Contact: David Nishikawa	Vendor's E-mail Address: david@dhnc consulting.com
Vendor Address: 2524 Elden Avenue Apartment K, Costa Mesa, CA. 92627		Vendor's Telephone #: 949-423-7249
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): Feb 1, 2018 - Jan 31, 2021	Contract Amount: \$150,000 (\$50,000 annual)
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

Provide as-needed and ongoing professional services and advanced technical support necessary to supplement OCFA IT Staff resources to configure, maintain, manage, operate, and upgrade the hardware and software that comprise the OCFA computer network.

2. **Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. Attach additional sheet if necessary.**

The OCFA's computer network is critical computer infrastructure essential to delivery of emergency 9-1-1 services. Upgrades and adding new services are necessary and may require highly specialized professional services. Staff has worked with computer network professional services

SECTION III – JUSTIFICATION (continued)

providers in the past including DHN Consulting, Inc. DHN Consulting is trusted and has proven to be highly capable with in-depth knowledge of OCFA's computer network infrastructure. They thoroughly understand the critical nature of 9-1-1 service and the need for no interruption to OCFA's computer network.

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

DHN Consulting, Inc. has agreed to waive travel charges, and the basic rate of \$150.00/hour is competitive with other computer network professional services providers.



4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)

No.

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
David Johnson		1/2/2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		1/2/2018
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		1/2/2018

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
 For PC	1/9/18
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	1/9/18

Executive Committee Approval Required ☐ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2018

Agenda Item No. 4A
Discussion Calendar

Special Procurement State Lobbying Contract Renewal

Contact(s) for Further Information

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Jay Barkman, Legislative Analyst
Legislative Section

jaybarkman@ocfa.org

714.573.6048

Summary

This agenda item is submitted for approval to extend the contract for state lobbying services with Nielsen Merksamer Parrinello Gross & Leoni LLP (Nielsen Merksamer).

Prior Board/Committee Action

At the February 28, 2013, Executive Committee meeting, the Committee approved a five-year contract award to Nielsen Merksamer for state lobbying services for a total not to exceed amount of \$328,000, the number one ranked firm in a competitive solicitation.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Nielsen Merksamer Parrinello Gross & Leoni LLP for state lobbying services for a three-year term at the monthly retainer amount of \$5,500, not including expenses, for a not to exceed amount of \$207,000.

Impact to Cities/County

Not applicable.

Fiscal Impact

Funding is included in the approved FY 2017/18 budget.

Background

In 2012, a competitive solicitation for legislative consulting services was issued. Nielsen Merksamer submitted the highest ranked proposal of the two that were received, and has served the OCFA for the past five years under the contract that resulted from that competitive solicitation. While the past five years of service resulted from the 2012 solicitation, the firm has a long history of service to OCFA, dating back to 1997, as described below.

History of Firm's Service to OCFA

Nielsen Merksamer et al, was first engaged by OCFA in 1997 to reverse an \$18 million shift of property taxes from OCFA to the State. Over the course of time representing OCFA, the firm's personnel have demonstrated the technical expertise, relationships, knowledge and experience to represent the OCFA very well on many state-related matters.

Beginning in 2013, John Moffatt and Jim Gross from Nielsen Merksamer were successful in securing funding from CAL FIRE to support capital costs associated with OCFA's agreement to protect State Responsibility Areas. They led efforts to secure state budget funding to the State Fire Marshal for the collection and disposal of fireworks seized by local agencies. For years, prior to this funding, local agencies had been storing these hazardous waste materials.

In 2015, Assemblymember Daly (D-Anaheim) and the Orange County Professional Firefighters, Local 3631, introduced AB 1217 to eliminate thirteen member-city seats on the OCFA's Board of Directors. Per direction from the OCFA Board of Directors, John Moffatt successfully led OCFA's two-year lobbying effort to oppose the bill and built a coalition of lobbyists from member cities, joint power agencies, and the League of California Cities to oppose the bill. Mr. Moffatt and Mr. Gross proposed a strategy that eventually led to support from the Senate Committee tasked with considering the bill. This resulted in a re-write of AB 1217 to reflect action previously taken by the OCFA Board of Directors to eliminate its use of alternate Directors.

In 2017, Senator Mendoza (D-Artesia) and the Orange County Professional Firefighters introduced SB 302 with the intent to prohibit the shifting of property taxes intended for fire protection to other uses. OCFA's primary source of funding derives from a pre-Proposition 13 special district established by the County known as the Structural Fire Fund. The laws governing this fund are complex and require legal expertise not found in most lobbying firms. Fortunately, John Moffatt was able to bring in an associate in his firm with decades of experience in California property tax law. In alignment with the direction provided by the OCFA Board of Director's, the firm's ability to re-write SB 302 ensured that OCFA and its member agencies were protected, but not unduly burdened in their commitment to the Joint Powers Agreement.

Special Procurement Justification

A "special procurement" contract is recommended (per the Purchasing Ordinance and Roles/Responsibilities Matrix) when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source.

Nielsen and Merksamer has continually represented OCFA on municipal funding issues, and it has been especially strong in dealing with property tax allocations. As a law firm, it is uniquely situated to provide the expertise needed to draft legislation and amendments reflecting the direction provided by the OCFA Board and to accomplish OCFA priorities. This was proven most recently with SB 302 when OCFA's legal counsel at Woodruff, Spradlin, and Smart was unable to engage, due to WSS's conflict of legal representation with the County of Orange. Furthermore, in our 2012 solicitation, purchasing staff found that this particular solicitation has a "closed market" which doesn't provide the competition generally realized in request for proposals.

As a longtime client, the firm's historical knowledge of OCFA's issues has ensured effective representation in both lobbying and legal matters when needed.

Attachment(s)

1. Agreement Letter
2. Proposed Amendment 3
3. Special Procurement Form

NIELSEN MERKSAMER

NIELSEN MERKSAMER PARRINELLO GROSS & LEONI LLP

**POLITICAL &
GOVERNMENT**LAW
ADVOCACY
LITIGATION

January 3, 2018

Jay Barkman
Legislative Analyst/Grant Administrator
Orange County Fire Authority
P.O. Box 53008
Irvine, CA 92619-3008

RE: Engagement for Services

Dear Jay:

This letter sets forth the terms of your engagement of this firm to represent Orange County Fire Authority (Authority) effective January 1, 2018 to February 28, 2021 concerning legislative and administrative advocacy in connection with pursuit of legislative activities that affect the interests of the Authority.

All such contact will be made by myself, James Gross, Gene Erbin, Cathy Christian, Missy Johnson and Michelle Rubalcava who are registered to lobby. As we have discussed, Missy is a member of our government relations team but is not licensed to practice law.

If you request us to perform lobbying or other services not provided for in this letter, a separate written agreement between us will be required.

1. Fees and Services

As we discussed, our monthly flat retainer fee for services rendered shall be \$5,500. This retainer will be billed each month in advance. Invoices are due and payable upon receipt and are past due in 30 days. Additionally, expenses incurred in connection with this representation will be billed monthly. Actual expenses involved in trips to Orange County Fire Authority from pre-approved travel arrangements shall be on a reimbursement basis. Attached is our invoice for January 2018.

As we proceed, we will monitor the work to determine if it is more

SACRAMENTO

1415 L STREET, SUITE 1200
SACRAMENTO, CA 95814

T 916.446.6752 F 916.446.6106

SAN FRANCISCO BAY AREA

2350 KERNER BLVD, SUITE 250
SAN RAFAEL, CA 94901

T 415.389.6800 F 415.388.6874

NMGOVLAW.COM

Jay Barkman
January 3, 2018
Page 2

extensive than the estimate used to establish this retainer fee. If there is a deviation that warrants a change, we will contact you about modifying this monthly retainer.

I will be the attorney primarily responsible for your legal work although other firm personnel may assist me, as we deem appropriate.

The firm will prepare and, subject to your review and approval, file Lobby Form 635 disclosure reports on your behalf based on information which you provide us. This work will be billed against the monthly retainer upon which we have agreed.

The reports will be reviewed and approved by the assigned attorney. The expenses for which you will be billed include \$100 per month for the software necessary to prepare and electronically file your Lobbyist Employer reports as required by law. This amount is subject to possible adjustment as of January 1st of each year or in response to a change in circumstances.

This contract is terminable by either party with (30) thirty days notice.

2. Conflict and Waivers

It is important for you to understand that our law firm represents many clients who participate in the governmental and political process primarily in California but also nationwide. Also, since 1975, Nielsen Merksamer has represented thousands of clients in dealing with, and/or litigating for or against, various governmental agencies and complying with federal, state and local political laws, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects for other clients having different governmental or political objectives, beliefs or views from you.

Additionally, Nielsen Merksamer performs a variety of professional services for its clients, including general counsel matters, litigation, legislative advocacy, regulatory law, political and strategic advice, coalition building, fundraising, and ballot measure and PAC compliance (including preparing federal, state or local disclosure forms). It is certainly possible, even likely, that

Jay Barkman
January 3, 2018
Page 3

we will represent these and future clients on matters that may or will be adverse in some way to your interests, but which are not directly related to the matters for which you are retaining us.

Further, we represent County of San Diego whose interests are or in the future may be contrary to yours with regard to fire protection funding. Based on the information that has been provided to us and the nature of our representation of the above client, we do not believe that our representation of you currently involves any actual conflict of interest.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters with you, and you confirm that you do not object to our representation of clients on matters where their governmental or political objectives and/or positions may be different from or adverse to yours, and that you do not object to our representation of such clients on such matters, and you waive any conflict that arises with County of San Diego so that we may continue to represent its interests. You further agree that you will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity.

If conflicts arise between you and the County of San Diego relating to fire protection funding, our firm will attempt to resolve those conflicts by bringing you and County of San Diego together to see whether it is possible to resolve the conflict. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Should an actual conflict of interest arise, we will apprise you promptly so that you can decide whether you wish to obtain independent counsel.

Needless to say, these acknowledgments and waivers do not permit our law firm, without your written consent, to represent another client in opposing the specific project for which you have engaged us.

Jay Barkman
January 3, 2018
Page 4

3. Acknowledgment

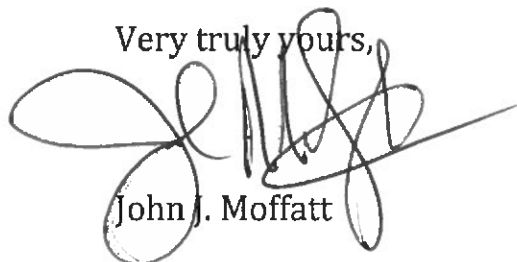
Please read the attached Billing Policy Statement dated January 1, 2018, as it forms part of our agreement. If the foregoing terms of this letter, along with our Billing Policy Statement, are agreeable to you, please sign the enclosed duplicate original of this letter where indicated below and return it to me. Your signature indicates your informed written consent to our representation in accord with the above terms. We encourage you to seek independent counsel regarding the import of this agreement, if you so desire.

This agreement will not take effect, and we will have no obligation to provide legal services, until we receive a signed copy of this letter agreement together with the payment discussed above in our office in Sacramento County but its effective date will be retroactive to the date we first performed services. Once received by us, this letter agreement, together with the Billing Policy Statement, constitute a contract for the services referenced above.

We look forward to a mutually beneficial working relationship and will do our best to represent you effectively. For additional information regarding our firm, individual attorneys, and practice areas, please visit our website at www.nmgovlaw.com.

Should you have any questions, please do not hesitate to contact me at the telephone number below or by e-mail at jmoffatt@nmgovlaw.com.

Very truly yours,



John J. Moffatt

JJM/vb
Enclosures
7027.02

Jay Barkman
January 3, 2018
Page 5

The undersigned agrees to the terms of this letter agreement and attached Billing Policy Statement.

Orange County Fire Authority

By: _____

Date: _____

**BILLING POLICY STATEMENT
AND OTHER INFORMATION
RELATED TO THE ATTORNEY CLIENT AGREEMENT**

To Our Clients

Nielsen Merksamer provides clients with monthly invoices for services performed and expenses incurred in connection with the representation. Invoices are due and payable upon receipt and are past due in 30 days.

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees, expenses, billing and payment terms. Accordingly, this statement is intended to explain briefly our billing policies and procedures and other issues related to the attorney-client relationship. We encourage our clients to discuss with us any questions they may have concerning these policies and procedures, either at the inception of our engagement or during its course. Any specific billing arrangements different from the policy of the firm outlined below will be confirmed in a separate written agreement between the client and the firm.

1. **FEIN.**

Nielsen Merksamer's Federal Employer Identification Number is 94-2908148.

2. **Fees for Professional Services.**

Unless a retainer or project fee is specified in our engagement letter, usually fees are calculated by multiplying the number of hours devoted to a client's specific project by the hourly rates of the personnel rendering the services. In circumstances where time is required for more than one client, a portion of the work product development time may be charged to each benefitted client. In certain cases, which will be discussed in advance with the

January 1, 2018

client and agreed in writing, our fee will be based upon the novelty or difficulty of the issue, or the time or other limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other personnel rendering services on a client's behalf. Attorneys in the firm are generally billed at rates from \$315.00 to \$1,225.00 per hour, and political report specialists, paralegals, law clerks, and non-attorney lobbyists are billed at rates from \$115.00 to \$550.00 per hour. These hourly rates are reviewed annually and may be adjusted, effective January 1 of any given year. All adjusted rates will be reflected on our subsequent billing statements. If you decline to pay any increased rates, Nielsen Merksamer will have the right to withdraw as your lawyers.

3. Fees for Other Services and Expenses.

It is our policy to serve all of our clients with effective support systems, while at the same time allocating fees and expenses of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for professional services, we also charge for certain other services and expenses, including but not limited to those relating to telephone, telecopier, postage, photocopying, staff overtime when required by the nature of the project, computerized research and computer services for campaign and/or lobbying report preparation, client-secure website services, messenger services, and court filing fees and other court-related costs and expenditures such as court reporter and transcription fees, and expert witness and consultant fees.

4. Advance Payment.

Prior to incurring a large amount of time or expense (e.g., prior to a protracted trial or administrative hearing, etc.), we may require an advance payment or payment to the firm's trust account sufficient to cover estimated fees and expenses.

5. Monthly Invoices & Payment; Client Responsibilities.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, and expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the firm. The firm will give the client due notice of an intention to discontinue service.

Client agrees to be candid and cooperative with Nielsen Merksamer, keep Nielsen Merksamer reasonably informed of developments and of client's address, telephone number and whereabouts, and timely make any payments as required by the Engagement for Services.

6. Internet Communications.

Nielsen Merksamer may send or receive documents or other information that is covered by the attorney-client or work product privileges, or is otherwise confidential, using external electronic communication ("EC") (via the internet or other network). EC is not an absolutely secure method of communication. By signing the engagement letter, you acknowledge and accept the risk in EC communication, and authorize Nielsen Merksamer to use EC means to communicate with you and others necessary to effectively represent you. If there are certain documents with respect to which you wish to maintain absolute confidentiality, you must advise Nielsen Merksamer in writing not to send them via EC and Nielsen Merksamer will comply with your request.

7. Discharge And/Or Withdrawal of Attorney.

Nielsen Merksamer may withdraw as your counsel at any time, so long as such withdrawal is not inconsistent with the Rules of Professional Conduct of the State Bar of California. Notwithstanding the discharge of Nielsen Merksamer or Nielsen Merksamer's withdrawal, you will remain obligated to pay Nielsen Merksamer for all services provided at the agreed rate(s) and for costs incurred, before the discharge or withdrawal.

8. Possession or Destruction of Files.

After our representation of you has concluded, you have the right to immediate possession of your files, if you choose. If you do not take them within three years, by signing the engagement letter with Nielsen Merksamer, you authorize the firm to destroy the files without further notice to you.

If you have any questions concerning the above policies, please contact us immediately.

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER THREE
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES ("Amendment Three") is made and entered into this 25th day of January, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Nielsen, Merksamer, Parrinello, Gross & Leoni LLP, a Limited Liability Partnership Law Firm, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement on February 28, 2013 ("Original Agreement"), for State legislative advocacy services, which is incorporated herein by this reference; and

WHEREAS, OCFA and Firm entered into that certain Amendment Number One to Professional Services Agreement on May 21, 2015 ("Amendment One"), to include additional compensation of up to \$5,000 per month during the period of June 1, 2015 through September 1, 2015 for the management of workload and engagement assistance for additional State legislative advocacy services specific to the defeat of Assembly Bill 1217 (Daly); and

WHEREAS, OCFA and Firm entered into that certain Amendment Number Two to Professional Services Agreement on January 28, 2016 ("Amendment Two"), to include additional compensation of up to \$10,000 per month during the period of February 1, 2016 through September 30, 2016 for the management of workload and engagement assistance for additional State legislative advocacy services specific to the defeat of Assembly Bill 1217 (Daly); and

WHEREAS, the Original Agreement, as amended by Amendment One and Amendment Two is referred to herein as the "Agreement"; and

WHEREAS, the term of the Agreement will expire February 28, 2018; and

WHEREAS, OCFA and Firm desire to extend the Agreement for an additional three-year term subject to the terms and conditions set forth herein.

NOW, THEREFORE, OCFA and Firm mutually agree as follows:

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated for services provided, in accordance with the terms set forth in Exhibit "A1," in an amount not to exceed \$5,500 per month. Additionally, Firm may seek reimbursement for expenses incurred relating to its provision of services, which may

include pre-approved travel. The maximum amount of OCFA's payment obligation under this Agreement for the period of February 28, 2018 through February 28, 2021 shall not exceed \$207,000.

2. Exhibit "A1" attached hereto is hereby added to the Agreement.

3. Section 4.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

4.4. Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, or extended by mutual written agreement of the parties, this Agreement shall continue in full force and effect until February 28, 2021.

4. Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

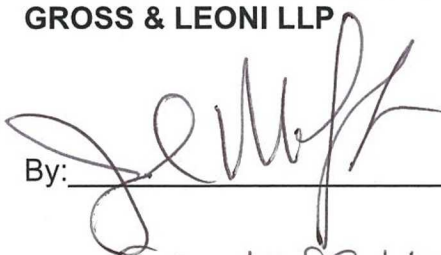
By: _____

Patrick McIntosh, Interim Fire Chief

"FIRM"

**NIELSEN, MERKSAMER, PARRINELLO,
GROSS & LEONI LLP**

Date: 1/11/18

By:  _____

Jan Moffatt

Exhibit "A1"

Letter dated January 3, 2018 from John J. Moffatt re Engagement for Services

OCFA Special Procurement Justification Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section:	Requested By:	Date:
Recommended Vendor:	Vendor Contact:	Vendor's E-mail Address:
Vendor Address:		Vendor's Telephone #:
Type of Contract: <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates):	Contract Amount:
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III – JUSTIFICATION

1. Provide a detailed description of the product or service requested. Describe what it is. *Attach additional sheet if necessary.*

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. *Attach additional sheet if necessary.*

SECTION III – JUSTIFICATION (continued)

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

4. **Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**
(If yes, please explain how and what the future costs will be.)

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
ASSISTANT CHIEF NAME	SIGNATURE	DATE

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE

Executive Committee Approval Required ☐ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2018

Agenda Item No. 4B
Discussion Calendar

Special Procurement Federal Lobbying Contract Renewal

Contact(s) for Further Information

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Jay Barkman, Legislative Analyst
Legislative Section

jaybarkman@ocfa.org

714.573.6048

Summary

This agenda item is submitted for approval to extend the contract for federal lobbying services with Holland and Knight.

Prior Board/Committee Action

At the February 28, 2013, Executive Committee meeting, the Committee approved a two-year contract award, with three optional one-year renewals, to Holland and Knight for federal lobbying services for a monthly retainer amount of \$4,400, the number one ranked firm in a competitive solicitation.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Holland and Knight for federal lobbying services for a three-year term at the monthly retainer amount of \$4,400, not including expenses, for a not to exceed amount of \$158,400.

Impact to Cities/County

Not applicable.

Fiscal Impact

Funding is included in the approved FY 2017/18 budget.

Background

In 2012, a competitive solicitation for legislative consulting services was issued. Holland and Knight submitted the highest ranked proposal, and has served OCFA for the past five years under the contract that resulted from that competitive solicitation.

Holland and Knight was first engaged by OCFA in 2013 after an extensive Request for Proposals (RFP) process was conducted and sent to over 150 firms that represented surrounding public agencies or that were registered on OCFA's online bid system. Five firms submitted bids.

At the Executive Committee meeting of February 28, 2013, a three-year contract, with two optional one-year renewals, was awarded to Dan Maldonado and Lisa Barkovic of Holland and Knight. Previous to the award, OCFA was represented by another firm, but through the RFP process Dan Maldonado and Lisa Barkovic demonstrated expertise in federal legislation and appropriations in the area of the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA).

The OCFA is one of twenty-eight local agencies across the country that sponsors and manages a FEMA National Urban Search and Rescue (US&R) Task Force. The OCFA's Task Force 5 receives annual funding from FEMA to maintain readiness for deployment to nationally declared disaster sites. This includes training, staging, and operating in hazardous areas that have been impacted by a natural emergency such as a hurricanes, earthquakes, floods, and terrorist attacks.

The firm of Holland and Knight was selected based on its demonstrated expertise and experience in representing other cities and counties with FEMA National US&R Task Forces. Mr. Maldonado and Ms. Barkovic work regularly with other National US&R Task Force members. They were able to quickly begin their work for OCFA with the two primary goals to secure annual appropriations and pass critical legislation that would protect local agencies and individual members of the Task Forces.

Ms. Barkovic and Mr. Maldonado have secured annual appropriations in the amount of over \$1.2 million to support OCFA's National US&R Task Force 5. The funding supports training and equipment critical to performing rescues at such recent deployments as Hurricane Harvey.

Beginning in 2007, OCFA and other National US&R Task Forces attempted to pass federal legislation providing Workers Compensation protection to sponsoring agencies faced with the risk of its employees becoming injured, while deployed on a federal mission. In addition, if deployed, individual members of the Task Forces had no federal protection from losing their local jobs back home. Finally, there was no federal protection for Task Force members that were typically civilian volunteers possessing licenses and certifications in engineering or medical fields critical to the Task Forces.

Ms. Barkovic and Mr. Maldonado were able to secure the support of key House leadership and Senators, so that legislation was eventually passed in 2016. In addition, they have demonstrated expertise and relationships with all DHS/FEMA grant programs and staff. They were part of OCFA's effort to apply and lobby for award of a \$3.6 million Staffing for Adequate Fire and Emergency Response grant received in 2017. Through their efforts OCFA Directors and staff met with FEMA staff to determine successful strategies for OCFA's application and to communicate details of our request.

Special Procurement Justification

A "special procurement" contract is recommended (per the Purchasing Ordinance and Roles/Responsibilities Matrix) when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source.

Staff believes that Holland and Knight's demonstrated expertise, successful work representing OCFA's interests, and achievement of our goals related to FEMA National US&R Task Forces as described above, all provide justification to renew this contract as a special procurement.

Attachment(s)

1. Agreement Letter
2. Proposed Amendment 4
3. Special Procurement Form



800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564
Holland & Knight LLP | www.hklaw.com

Lisa Ann Barkovic
Sr Policy Advisor
(202) 419-2486
lisa.barkovic@hklaw.com

January 4, 2018

Mr. Jay Barkman
Legislative Analyst/Grants Administrator
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Re: Federal Legislative Consulting Services

Dear Mr. Barkman:

Thank you for retaining Holland & Knight LLP to continue providing federal legislative consulting services to Orange County Fire Authority (OCFA). As a follow-up to our discussion regarding the firm's contract agreement, we believe the advocacy services we have provided have resulted in significant results for the OCFA, including securing SAFER grant funding and enactment of legislation to provide new worker compensation protections for the Urban Search & Rescue (US&R) taskforces. We will continue our advocacy services on behalf of the OCFA, including sustaining funding for US&R and advocating for disaster assistance.

With regard to the performance of these services, Holland & Knight LLP's fee in this matter will be \$4,200 per month, inclusive of expenses. As you know, our level of billing represents a discount from standard billing rates, which we provide from time to time to public sector clients as a public service. Our monthly fee is inclusive of routine costs and out-of-pocket expenses, including our travel to meet with OCFA, long distance telephone, photocopying, ground transportation and meals.

In addition, please be aware that the services for which you have engaged Holland & Knight LLP are "law-related services" and *not* "legal services." In other words, the firm will not be acting as your lawyers in this matter but rather in a lobbying capacity utilizing nonlawyer personnel. As such, the protections which accompany an attorney-client relationship do not apply. For example, while the firm will keep your information confidential, the specific rules governing lawyers and client confidential information do not apply. Further, the firm's lawyers would not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to you. While conflicts of interest rules applicable to lawyers would not apply, we, of course, would not

Mr. Jay Barkman
January 4, 2018
Page 2

undertake lobbying services for another client adverse to the matter on which you have engaged our services.

If the terms described above are satisfactory, please so indicate by signing below and returning a copy of the signed letter to me. If you have any questions about the terms, please feel free to contact me.

We look forward to our continuing working relationship to advance OFCA's interests and concerns in our nation's capital.

Sincerely yours,

A handwritten signature in black ink, reading "Lisa A. Barkovic". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

LISA ANN BARKOVIC
HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to engage Holland & Knight LLP (“H&K”), a national law firm, for the consulting services described in the accompanying letter. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our engagement as described in the letter must be approved in writing.

We will provide consulting services only. You have acknowledged in the accompanying letter that you do not expect to receive, and we will not provide any legal services as part of this engagement. Consequently, no attorney-client relationship will result from this engagement and you will not become entitled to any of the benefits of an attorney-client relationship, such as an attorney’s ethical duty of confidentiality or the attorney-client privilege against compelled disclosure.

You will provide us with the factual information and materials we require to perform the services identified in the letter, and you (solely or together with other advisers) will make such business, legal or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, legal or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

Fees and Billing. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and

difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we previously have developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable companies for similar consulting services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed engagement. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the engagement, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the consultant or consultants who perform the services. To facilitate this determination, we internally assign to each consultant an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivering consulting services, other economic factors, and the augmentation of a particular consultant's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively. We record and bill our time in one-tenth hour (six minute) increments.

Out-of-Pocket Expenses. In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Advanced expenses generally will include such items as travel and expedited delivery charges. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

Billing. We bill periodically through-out the engagement for a particular matter, and our periodic statements are due 30 days from receipt. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of work performed on each matter for which consulting services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of receipt of the statement, we impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of receipt of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We

will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Confidentiality. Although not mandated by attorney professional conduct regulations (given that our relationship is not of attorney and client), this is to confirm to you that H&K and its principals and employees agree to maintain in strict confidence all information and materials furnished to us by you and your representatives and to make disclosure thereof only in accordance with your directions or consent or pursuant to law, judicial order or decree.

Termination. Upon completion of the matter to which this engagement applies, or upon earlier termination of our relationship, our consulting relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The engagement is terminable at will by either of us. The termination of the engagement will not terminate your obligation to pay fees and expenses incurred prior to the termination.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER FOUR
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER FOUR TO PROFESSIONAL SERVICES ("Amendment Four") is made and entered into this ___th day of January, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Holland & Knight, a Limited Liability Partnership Law Firm, hereafter referred to as "Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 28th day of February, 2013, for Federal legislative consulting services ("Original Agreement"); and

WHEREAS, OCFA and Firm entered into that certain Amendment Number One to Professional Services Agreement ("Amendment One") on January 30, 2015 to extend the Original Agreement with the same terms and conditions for an additional one-year term, with the option to extend the for up to two additional one-year terms; and

WHEREAS, OCFA and Firm entered into that certain Amendment Number Two to Professional Services Agreement ("Amendment Two") on March 4, 2016 to extend the Original Agreement with the same terms and conditions for an additional one-year term; and

WHEREAS, OCFA and Firm entered into that certain Amendment Number Three to Professional Services Agreement ("Amendment Three") on March 6, 2017 to extend the Original Agreement with the same terms and conditions for an additional one-year term; and

WHEREAS, the Original Agreement, as amended by Amendment One, Amendment Two, and Amendment Three is referred to herein as the "Agreement"; and

WHEREAS, the term of the Agreement will expire February 28, 2018; and

WHEREAS, OCFA and Firm desire to extend the Agreement with the same terms and conditions for an additional three-year term.

NOW, THEREFORE, OCFA and Firm agree to amend the Agreement as follows:

Section 4.4 Term – Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until February 28, 2021.

Except as modified above, all terms and conditions of the agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper, Purchasing Manager

"FIRM"

HOLLAND & KNIGHT

Date: Jan 10, 2014

By: Lisa A. Bauer

OCFA Special Procurement Justification Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section:	Requested By:	Date:
Recommended Vendor:	Vendor Contact:	Vendor's E-mail Address:
Vendor Address:		Vendor's Telephone #:
Type of Contract: <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates):	Contract Amount:
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III – JUSTIFICATION

1. Provide a detailed description of the product or service requested. Describe what it is. *Attach additional sheet if necessary.*

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. *Attach additional sheet if necessary.*

SECTION III – JUSTIFICATION (continued)

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

4. **Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**
(If yes, please explain how and what the future costs will be.)

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
ASSISTANT CHIEF NAME	SIGNATURE	DATE

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE

Executive Committee Approval Required ☐ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____