



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, November 15, 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 Chaplain Brett Peterson

PLEDGE OF ALLEGIANCE by Director Ta

ROLL CALL

1. PRESENTATIONS

No items.

REPORTS

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

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.

2. MINUTES

A. Minutes from the October 25, 2018, 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: Patricia Jakubiak, Treasurer

Budget and Finance Committee Recommendation: Pending Outcome of Budget and Finance Committee's November 14, 2018, Meeting

Recommended Action:

Receive and file the reports.

B. First Quarter Financial Newsletter

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

Budget and Finance Committee Recommendation: Pending Outcome of Budget and Finance Committee's November 14, 2018, Meeting

Recommended Action:

Receive and file the report.

C. Contract Award for Insurance Brokerage Services

Submitted by: Brigitte Gibb, Director/Human Resources

Recommended Actions:

1. Approve award of RFP SK2283 to Gallagher for insurance brokerage services and authorize the Purchasing Manager to execute the proposed Professional Services Agreement for a three-year term in an amount not to exceed \$516,602 (includes annual broker fees and estimated annual insurance premiums for three years).
2. Authorize the Purchasing Manager to execute two optional one-year renewals for the contract, provided that pricing remains the same.

D. Award of RFQ #JA2324 Organizational Service Level Review Consultant

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau and Dave Anderson, Deputy Chief/Emergency Operations Bureau

Recommended Actions:

1. Approve and authorize the Purchasing Manager to sign the proposed Master Consultant Services Agreement for consulting services with Citygate Associates, LLC, for a three-year term, with two additional one-year renewal options.
2. Direct staff to work with Citygate Associates to identify the initial area(s) for review, document the applicable scope, determine the proposed cost, and return to the Board of Directors for approval of the scope and budget adjustment for performance of the year-one work.

E. Fire Station Alerting System Replacement for Fire Station 33 (John Wayne Airport)

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

Recommended Action:

Approve and authorize the Purchasing Manager to issue a sole source contract to Westnet, Inc. to replace the fire station alerting system at OCFA Fire Station 33 in the amount of \$145,998 and add a 10% contingency (\$14,600) to the contract for additional services that may be required during the replacement with the stipulation the Board Chair or Vice Chair are notified before commitment of any contingency funds.

F. Contract Increase for Apparatus Bay Door Maintenance and Repair

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

Recommended Action:

1. Approve and authorize the Purchasing Manager to increase the contract with Action Door for apparatus bay door maintenance and repair services in the amount of \$50,000, not to exceed \$150,000 for the current contract year and the remaining two, one-year optional renewals.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, January 24, 2019, at 5:30 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 8th day of November 2018.

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

UPCOMING MEETINGS:

All regular Board/Committee meetings go Dark in December. Should a need arise, a special meeting may be called at the direction of the Board Chair.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, October 25, 2018
5:30 P.M.**

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

CALL TO ORDER

Chair Sachs called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on October 25, 2018.

INVOCATION

Chaplain Robert Benoun offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Shelley Hasselbrink, Los Alamitos
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:

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Deputy Chief Dave Anderson	Assistant Chief Mark Sanchez
General Counsel David Kendig	Human Resources Director Brigitte Gibb
Clerk of the Authority Sherry Wentz	

1. PRESENTATIONS

No items.

REPORTS

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

Budget and Finance Chair Joe Muller reported at the October 10, 2018, meeting, the Committee voted unanimously by those present to receive and file the Orange County Employees' Retirement System Quarterly Status Update, and send the Monthly Investment Reports to the Executive Committee for its approval. The Committee voted unanimously to send the Acceptance of Funds from the 2017 Homeland Security Grant Program for an Administrative Fire Captain Assigned to the Orange County Intelligence Assessment Center, Acceptance of 2018 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Readiness Cooperative Agreement Funding, Acceptance of 2017 CAL FIRE Fire Prevention Grant for Remote Wildfire Cameras and Meteorological Sensors, and the Acceptance of 2017 CAL FIRE Fire Prevention Grant for Invasive Tree Pest Mitigation and Fuels Reduction to the Board of Directors for approval of the recommended actions.

FIRE CHIEF'S REPORT (F: 12.02A7)

Fire Chief Brian Fennessy introduced Deputy Chief Dave Anderson who provided the Quarterly Capital Improvement Projects Update.

PUBLIC COMMENTS (F: 12.02A3)

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

2. MINUTES

A. Minutes from the September 27, 2018, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Swift and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve the Minutes as submitted. Director Shawver was recorded as an abstention due to his absence from the meeting.

3. CONSENT CALENDAR

A. Monthly Investment Reports (F: 11.10D1)

On motion of Vice Chair Muller and second by Director Hernandez, the Executive Committee voted unanimously by those present to receive and file the reports.

B. Award of RFP #JA2299 Purchase of Two Hook-Lift Trucks (F: 19.09A)

On motion of Vice Chair Muller and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a purchase order to Los Angeles Truck Centers for the purchase of two hook-lift trucks in a total amount of \$347,461.

C. Contract Extension for IT Contract Staffing Services (F: 19.08A2a)

On motion of Vice Chair Muller and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to execute the proposed Fifth Amendment to the Professional Services Agreement to extend the current contract for IT contract staffing services with Intratek for one additional year in an amount not to exceed \$950,000.

D. Award of Bid RO2309 – Helicopter Radio Upgrades (F: 19.10E)

On motion of Vice Chair Muller and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Hangar One Avionics, Inc. in the amount of \$366,193 for the purchase and installation of P25 compatible multi-band radios for two OCFA Bell 412EP helicopters, and two Bell UH-1 helicopters.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

The Executive Committee Members offered no comments.

ADJOURNMENT – Chair Sachs adjourned the meeting at 5:38 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, November 15, 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
November 15, 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

As this item is to be considered at the November 14, 2018, Budget and Finance Committee meeting, the Committee Chair will include the Committee's recommendation during his regular report at the November 15, 2018, Executive Committee meeting.

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended September 30, 2018. A preliminary investment report as of October 26, 2018, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – September 2018/Preliminary Report – October 2018

Orange County Fire Authority Monthly Investment Report



Final Report – September 2018

Preliminary Report – October 2018



Monthly Investment Report Table of Contents

<i>Final Investment Report – September 30, 2018</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 – October 26, 2018.....</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

September 30, 2018



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of September 2018, the size of the portfolio decreased slightly to \$140.1 million from \$140.5 million. Significant receipts for the month included cash contract payments, apportionments of property taxes, charges for current services and intergovernmental agency payments totaling \$24.0 million. Significant receipts also included a developer fee payment of \$1.6 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$11.8 million each with related benefits. Total September cash outflows amounted to approximately \$26.8 million. The portfolio's balance is expected to decrease significantly in the following month as there are no major receipts expected for October.

In September, the portfolio's yield to maturity (365-day equivalent) edged up by 1 basis point to 1.85%. The effective rate of return rose by 4 basis points to 1.88% for the month and by 7 basis points to 1.89% for the fiscal year to date. The average maturity of the portfolio shortened further by 15 days to 48 days to maturity.

Economic News

The U.S. economy strengthened further in September 2018, although overall economic activity remained mixed. Employment conditions stayed solid. There was a total of 134,000 new jobs created in September; however, a higher number had been expected. On the upside, the unemployment rate dropped further by 2 basis points to a nearly 50-year record low rate of 3.7%. Consumer confidence remained strong and high. Retail sales increased, but less than expected. Non-manufacturing activity continued to pick up in September while manufacturing activity pulled back slightly for the month. The CPI (Consumer Price Index) edged up by 0.1% in September, less than expected. Both industrial production and durable goods order rose for the month, but new and existing home sales dropped in September.



BENCHMARK COMPARISON AS OF SEPTEMBER 30, 2018

3 Month T-Bill: 2.17%

1 Year T-Bill: 2.56%

6 Month T-Bill: 2.34%

LAIF: 2.06%

OCFA Portfolio: 1.88%

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$140,072,367	\$140,483,274	\$141,285,259
Yield to Maturity (365 day)	1.85%	1.84%	1.03%
Effective Rate of Return	1.88%	1.84%	1.02%
Days to Maturity	48	63	81



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
September 30, 2018

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	14,628,900.53	14,628,900.53	14,628,900.53	10.42	1	1	1.598	1.620
Federal Agency Coupon Securities	26,000,000.00	25,816,620.00	26,000,000.00	18.52	962	222	1.283	1.301
Federal Agency Disc. -Amortizing	5,000,000.00	4,998,850.00	4,998,933.33	3.56	113	4	1.958	1.986
Treasury Coupon Securities	18,000,000.00	17,981,010.00	17,983,010.72	12.81	203	38	1.958	1.985
Treasury Discounts -Amortizing	16,000,000.00	15,989,990.00	15,990,719.75	11.39	145	11	1.922	1.949
Local Agency Investment Funds	60,808,617.18	60,676,808.66	60,808,617.18	43.31	1	1	2.035	2.063
Investments	140,437,517.71	140,092,179.19	140,410,181.51	100.00%	225	48	1.825	1.850
Cash								
Passbook/Checking (not included in yield calculations)	30,679.46	30,679.46	30,679.46		1	1	0.000	0.000
Total Cash and Investments	140,468,197.17	140,122,858.65	140,440,860.97		225	48	1.825	1.850

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	213,981.10	746,871.30
Average Daily Balance	138,458,369.37	157,034,369.12
Effective Rate of Return	1.88%	1.89%

"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, 2018. 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)

\$ 140,440,860.97

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

\$ (368,493.66)

Total

\$ 140,072,367.31

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
September 30, 2018

(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			14,628,900.53	14,628,900.53	14,628,900.53	1.620	1.620	1	
Subtotal and Average			8,502,874.11		14,628,900.53	14,628,900.53	14,628,900.53		1.620	1	
Federal Agency Coupon Securities											
3133EFJP3	869	Federal Farm Credit Bank (Callable Anytime)		10/15/2015	10,000,000.00	9,995,400.00	10,000,000.00	1.100	1.054	14	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,920,760.00	7,000,000.00	1.180	1.375	304	08/01/2019
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,900,460.00	9,000,000.00	1.625	1.518	389	10/25/2019
Subtotal and Average			26,000,000.00		26,000,000.00	25,816,620.00	26,000,000.00		1.301	222	
Federal Agency Disc. -Amortizing											
313385J49	948	Fed Home Loan Bank		06/14/2018	5,000,000.00	4,998,850.00	4,998,933.33	1.920	1.986	4	10/05/2018
Subtotal and Average			4,995,066.67		5,000,000.00	4,998,850.00	4,998,933.33		1.986	4	
Treasury Coupon Securities											
912828T83	943	Treasury Note		04/19/2018	9,000,000.00	8,990,460.00	8,991,201.38	0.750	1.960	30	10/31/2018
912828M64	944	Treasury Note		04/19/2018	9,000,000.00	8,990,550.00	8,991,809.34	1.250	2.010	45	11/15/2018
Subtotal and Average			17,976,118.84		18,000,000.00	17,981,010.00	17,983,010.72		1.985	38	
Treasury Discounts -Amortizing											
912796QD4	942	US Treasury Bill		04/19/2018	9,000,000.00	8,991,180.00	8,991,818.75	1.925	1.971	17	10/18/2018
912796QB8	949	US Treasury Bill		06/28/2018	7,000,000.00	6,998,810.00	6,998,901.00	1.884	1.920	3	10/04/2018
Subtotal and Average			22,509,025.91		16,000,000.00	15,989,990.00	15,990,719.75		1.949	11	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			60,808,617.18	60,676,808.66	60,808,617.18	2.063	2.063	1	
Subtotal and Average			58,475,283.85		60,808,617.18	60,676,808.66	60,808,617.18		2.063	1	
Total and Average			138,458,389.37		140,437,517.71	140,092,179.19	140,410,181.51		1.850	48	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
September 30, 2018

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		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	10,679.46	10,679.46	10,679.46		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			138,458,369.37		140,468,197.17	140,122,858.65	140,440,860.97		1.850	48

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



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of October 1, 2018

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	(10/01/2018 - 10/01/2018)	4 Maturities	0 Payments	75,468,197.17	53.74%	75,468,197.17	75,336,388.65
Aging Interval: 1 - 30 days	(10/02/2018 - 10/31/2018)	5 Maturities	0 Payments	40,000,000.00	28.47%	39,980,854.46	39,974,700.00
Aging Interval: 31 - 60 days	(11/01/2018 - 11/30/2018)	1 Maturities	0 Payments	9,000,000.00	6.40%	8,991,809.34	8,990,550.00
Aging Interval: 61 - 91 days	(12/01/2018 - 12/31/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	(01/01/2019 - 01/30/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	(01/31/2019 - 03/02/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(03/03/2019 - 04/02/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(04/03/2019 - 07/02/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(07/03/2019 - 10/01/2019)	1 Maturities	0 Payments	7,000,000.00	4.98%	7,000,000.00	6,920,760.00
Aging Interval: 366 - 1095 days	(10/02/2019 - 09/30/2021)	1 Maturities	0 Payments	9,000,000.00	6.41%	9,000,000.00	8,900,460.00
Aging Interval: 1096 days and after	(10/01/2021 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		12 Investments	0 Payments		100.00	140,440,860.97	140,122,858.65



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, 2018 includes a decrease of (\$121,754) to the LAIF investment and a decrease of (\$246,740) 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 September 30, 2018, OCFA has \$60,808,617 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, 2018 is 0.997832404. When applied to OCFA's LAIF investment, the fair value is \$60,676,809 or (\$131,808) 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 September 30, 2018 is included on the following page.



State of California Pooled Money Investment Account Market Valuation 9/30/2018

		Carrying Cost Plus			
Description	Accrued Interest	Purch.	Amortized Cost	Fair Value	Accrued Interest
1* United States Treasury:					
Bills	\$ 16,170,833,546.22		\$ 16,296,335,127.01	\$ 16,285,062,500.00	NA
Notes	\$ 27,467,752,638.26		\$ 27,461,025,460.04	\$ 27,325,385,500.00	\$ 89,821,892.00
1* Federal Agency:					
SBA	\$ 780,001,209.85		\$ 780,001,209.85	\$ 771,570,823.84	\$ 1,469,354.69
MBS-REMICs	\$ 27,050,783.12		\$ 27,050,783.12	\$ 27,393,077.56	\$ 126,471.34
Debentures	\$ 2,397,593,922.31		\$ 2,397,424,286.90	\$ 2,382,272,150.00	\$ 7,989,582.70
Debentures FR	\$ -		\$ -	\$ -	\$ -
Debentures CL	\$ 200,000,000.00		\$ 200,000,000.00	\$ 196,871,500.00	\$ -
Discount Notes	\$ 11,141,336,347.31		\$ 11,204,143,319.80	\$ 11,197,252,500.00	NA
1* Supranational Debentures	\$ 489,118,743.08		\$ 489,118,743.08	\$ 486,290,300.00	\$ 1,903,918.00
1* Supranational Debentures FR	\$ 100,344,087.56		\$ 100,344,087.56	\$ 100,706,084.34	\$ 542,330.04
2* CDs and YCDs FR	\$ 525,000,000.00		\$ 525,000,000.00	\$ 525,000,000.00	\$ 2,309,472.31
2* Bank Notes	\$ 1,000,000,000.00		\$ 1,000,000,000.00	\$ 999,336,863.17	\$ 7,979,666.68
2* CDs and YCDs	\$ 15,300,000,000.00		\$ 15,300,000,000.00	\$ 15,293,041,253.62	\$ 87,416,041.66
2* Commercial Paper	\$ 6,396,625,430.50		\$ 6,422,115,291.71	\$ 6,421,592,005.55	NA
1* Corporate:					
Bonds FR	\$ -		\$ -	\$ -	\$ -
Bonds	\$ -		\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -		\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -		\$ -	\$ -	\$ -
Time Deposits	\$ 5,022,740,000.00		\$ 5,022,740,000.00	\$ 5,022,740,000.00	NA
AB 55 & GF Loans	\$ 790,994,000.00		\$ 790,994,000.00	\$ 790,994,000.00	NA
TOTAL	\$ 87,809,390,708.21		\$ 88,016,292,309.07	\$ 87,825,508,558.08	\$ 199,558,729.42

Fair Value Including Accrued Interest

\$ 88,025,067,287.50

* Governmental Accounting Standards Board (GASB) Statement #72

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

The value of each participating dollar equals the fair value divided by the amortized cost (0.997832404). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,956,648.08 or \$20,000,000.00 x 0.997832404.



Orange County Fire Authority

Preliminary Investment Report

October 26, 2018



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
October 26, 2018

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	11,669,480.75	11,669,480.75	11,669,480.75	9.92	1	1	1.598	1.620
Federal Agency Coupon Securities	16,000,000.00	15,830,450.00	16,000,000.00	13.60	878	326	1.436	1.456
Treasury Coupon Securities	18,000,000.00	17,995,680.00	17,995,368.57	15.30	202	11	1.958	1.985
Treasury Discounts -Amortizing	7,000,000.00	6,981,240.00	6,980,716.95	5.93	71	47	2.119	2.148
Local Agency Investment Funds	65,000,000.00	64,859,106.26	65,000,000.00	55.25	1	1	2.035	2.063
Investments	117,669,480.75	117,335,957.01	117,645,566.27	100.00%	155	50	1.903	1.930
Cash								
Passbook/Checking (not included in yield calculations)	328,961.41	328,961.41	328,961.41		1	1	0.000	0.000
Total Cash and Investments	117,998,442.16	117,664,918.42	117,974,527.68		155	50	1.903	1.930

Total Earnings	October 26 Month Ending	Fiscal Year To Date
Current Year	172,437.79	919,309.09
Average Daily Balance	129,027,201.65	150,863,298.32
Effective Rate of Return	1.88%	1.88%

"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, 2018. 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
 Patricia Jakubiak, Treasurer 11/2/18

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 117,974,527.68
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (368,493.66)
Total	\$ 117,606,034.02

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
October 26, 2018

(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											
SY5528	528	Federated Treasury Obligations			11,669,480.75	11,669,480.75	11,669,480.75	1.620	1.620	1	
Subtotal and Average			11,462,327.99		11,669,480.75	11,669,480.75	11,669,480.75		1.620	1	
Federal Agency Coupon Securities											
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	278	08/01/2019
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,902,620.00	9,000,000.00	1.625	1.518	363	10/25/2019
Subtotal and Average			21,384,615.38		18,000,000.00	15,830,450.00	18,000,000.00		1.456	326	
Federal Agency Disc. -Amortizing											
Subtotal and Average			769,169.23								
Treasury Coupon Securities											
912828T83	943	Treasury Note		04/19/2018	9,000,000.00	8,999,370.00	8,998,826.85	0.750	1.960	4	10/31/2018
912828M64	944	Treasury Note		04/19/2018	9,000,000.00	8,996,310.00	8,996,541.72	1.250	2.010	19	11/15/2018
Subtotal and Average			17,989,427.29		18,000,000.00	17,995,680.00	17,995,368.57		1.985	11	
Treasury Discounts -Amortizing											
912796QN2	950	US Treasury Bill		10/03/2018	7,000,000.00	6,981,240.00	6,980,716.95	2.110	2.148	47	12/13/2018
Subtotal and Average			13,129,131.58		7,000,000.00	6,981,240.00	6,980,716.95		2.148	47	
Local Agency Investment Funds											
SY5336	336	Local Agency Invstmt Fund			65,000,000.00	64,859,106.26	65,000,000.00	2.063	2.063	1	
Subtotal and Average			64,292,530.17		65,000,000.00	64,859,106.26	65,000,000.00		2.063	1	
Total and Average			129,027,201.85		117,669,480.75	117,335,957.01	117,645,566.27		1.930	50	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
October 26, 2018

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		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	308,961.41	308,961.41	308,961.41		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			129,027,201.65		117,998,442.16	117,664,918.42	117,974,527.68		1.930	50

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of October 27, 2018

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	(10/27/2018 - 10/27/2018)	4 Maturities	0 Payments	76,998,442.16	65.27%	76,998,442.16	76,857,548.42
Aging Interval: 1 - 30 days	(10/28/2018 - 11/26/2018)	2 Maturities	0 Payments	18,000,000.00	15.25%	17,995,368.57	17,995,680.00
Aging Interval: 31 - 60 days	(11/27/2018 - 12/26/2018)	1 Maturities	0 Payments	7,000,000.00	5.92%	6,980,716.95	6,981,240.00
Aging Interval: 61 - 91 days	(12/27/2018 - 01/26/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	(01/27/2019 - 02/25/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	(02/26/2019 - 03/28/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(03/29/2019 - 04/28/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(04/29/2019 - 07/28/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(07/29/2019 - 10/27/2019)	2 Maturities	0 Payments	16,000,000.00	13.56%	16,000,000.00	15,830,450.00
Aging Interval: 366 days and after	(10/28/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		9 Investments	0 Payments		100.00	117,974,527.68	117,664,918.42



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, 2018 includes a decrease of (\$121,754) to the LAIF investment and a decrease of (\$246,740) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
November 15, 2018

Agenda Item No. 3B
Consent Calendar

First Quarter Financial Newsletter

Contact(s) for Further Information

Lori Zeller, Deputy Chief Administration & Support Bureau	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 2018/19.

Prior Board/Committee Action

As this item is to be considered at the November 14, 2018, Budget and Finance Committee meeting, the Committee Chair will include the Committee's recommendation during his regular report at the November 15, 2018, Executive Committee meeting.

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 through the first quarter are within budgetary estimates, except where noted in the attached newsletter.

Attachment(s)

First Quarter Financial Newsletter – July 2018 to September 2018



Orange County Fire Authority

First Quarter Financial Newsletter – July 2018 to September 2018

OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the first quarter of Fiscal Year 2018/19. Budget figures include all budget adjustments authorized by the Board through the end of the first quarter except for Carryover adjustments which will be included in the next Newsletter.

GENERAL FUND

With 25% of the year completed, General Fund revenues are 10.3% of budget and expenditures are 21.0% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	40,876,841	394,949,293	354,072,452	10.3%
Expenditures	80,077,892	380,543,930	300,466,038	21.0%

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 YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Cash Contracts	32,127,400	32,114,360	13,040	0%
Property Taxes	4,748,835	5,454,703	(705,868)	-15%
State Reimbursements	3,130,195	3,130,000	195	0%
Community Risk Reduction Fees	1,472,950	1,591,950	(119,000)	-8%
CRA Pass-through	224,170	11,716	212,454	95%
Total	41,703,550	42,302,729	(599,179)	-1%

- **Property Taxes:** This variance is a result of less than expected receipts of unsecured property tax in the first apportionment as compared to the prior year. This category of property tax typically varies from year to year; and represents a fraction of the revenue category as a whole. Staff will closely monitor this category to determine if a mid-year adjustment is needed.
- **CRA Pass-through:** Pass-through revenues represent OCFA's share of excess property tax from dissolved redevelopment areas, once enforceable obligations are paid. This revenue represents an overpayment by the County from Cypress. The County will true up the revenue later in the fiscal year.

Expenditures. The analysis presented below 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.

It should be noted that this report reflects the organizational structure at July 1, 2018. Updates needed in the financial system to reflect the new organizational structure are in process; it is expected the new structure will be reflected in the next quarterly newsletter.

Expenditures by Department	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Business Services	2,533,598	2,715,170	(181,573)	-7%
Community Risk Reduction	2,282,912	2,635,930	(353,018)	-15%
Executive Management	4,042,597	4,048,603	(6,007)	0%
Operations	63,303,279	68,502,543	(5,199,264)	-8%
Support Services	7,915,507	8,134,622	(219,115)	-3%
Total	80,077,892	86,036,868	(5,958,976)	-7%

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

- **Community Risk Reduction** – This department is slightly under budget estimates primarily due to vacancies. As of the end of the first quarter there were three vacancies in the Assistant Fire Marshall class.
- **Operations** – This department is trending under budget estimates primarily due to vacancies within the firefighter categories. Routine retirements and promotions continue to create challenges in filling vacancies. Approximately 70 recruits were referred to the next firefighter academy, which will begin in February, 2019.

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

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	71,480,196	77,721,670	(6,241,475)	-9%
Services and Supplies	7,769,255	8,124,448	(355,193)	-5%
Equipment	828,441	190,750	637,691	77%
Total	80,077,892	86,036,868	(5,958,976)	-7%

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

- **Salary & Employee Benefits** – This category is trending under budget estimates by approximately \$6.2 million or 9%. This is primarily due to vacancies in the firefighter ranks as described above.
- **Equipment** – Actual expenditures through the first quarter finished approximately \$638K higher or 77% above estimates. This is primarily due to an encumbrance for vehicles funded by CalFire Augmentation funds already received. The budget was adjusted at Carryover and this action will be reflected in the next quarterly newsletter.

CIP FUNDS

Revenues and expenditures for the Capital Improvement Program funds are summarized below. Any variances are noted following the fund table:

General Fund CIP

Fund 12110	YTD Actual	Budget	Percent
Expenditures	279,261	4,121,700	7%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$4.1M include funding for routine maintenance and replacement of equipment such as pagers, PCs, laptops, printers, 800 MHz radios, VHF radios, MDC system, fire station telephone/alarm system upgrade, network servers, data storage, cardiac monitors, high pressure airbags, fire shelters, thermal imaging cameras, fire station bathroom gender compliance and FS 26 kitchen, flooring and bathroom remodel.
- YTD Expenditures of approximately \$279K are primarily attributable to progress on the cardiac monitors and miscellaneous IT related projects as listed above.

Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	92,572	892,856	10.4%
Expenditures	182,644	14,120,000	1.3%

- Revenues in this fund are attributable to interest earned in the first quarter.
- Appropriations of \$14.1M include funding for replacement of Fire Station 9 and 10, RFOTC Training Grounds expansion and upgrade; US&R warehouse training center improvements, infrastructure security enhancements, site stabilization at Fire Station 42, Fire Station 9 Apparatus bay floor reconstruction, and retrofitting existing stations' fire life safety systems.
- Minimal expenditures occurred through the first quarter as projects are in the planning stages.

Communications & Info. Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	51,663	136,770	37.8%
Expenditures	2,491,496	7,734,148	32.2%

- Revenues in this fund are attributable to interest earned in the first quarter.
- Appropriations of \$7.7M include funding for: Incident Reporting Application Replacement, IFP Replacement, 800 MHz System Upgrade, and Enterprise Audio Video Equipment Upgrades
- YTD expenditures are primarily attributable to the 800 MHz system upgrade.

Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	523,757	2,302,669	22.7%
Expenditures	924,209	8,145,951	11.3%

- Revenues in this fund are attributable to vehicle replacement program payments from cash contract cities, and interest earned in the first quarter.
- Expenditures in this fund include a quarterly lease payment on the helicopters; and minor expenditures toward acquisition of emergency and support vehicles, as well as vehicle outfitting costs.

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
November 15, 2018

Agenda Item No. 3C
Consent Calendar

Contract Award for Insurance Brokerage Services

Contact(s) for Further Information

Brigette Gibb, Director
Human Resources

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714.573.6018

Jonathan Wilby, Risk Manager

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714.573.6832

Summary

This agenda item is submitted for approval to award a professional services agreement to Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. (Gallagher). The insurance brokerage services provide for solicitation of insurance policies on behalf of OCFA. The proposed contract includes both the annual brokerage fees and insurance premiums.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

1. Approve award of RFP SK2283 to Gallagher for insurance brokerage services and authorize the Purchasing Manager to execute the proposed Professional Services Agreement for a three-year term in an amount not to exceed \$516,602 (includes annual broker fees and estimated annual insurance premiums for three years).
2. Authorize the Purchasing Manager to execute two optional one-year renewals for the contract, provided that pricing remains the same.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funds for this agreement are included in the FY 2018/19 Adopted Budget.

Background

OCFA's Risk Management section has historically used an insurance broker to provide expertise and guidance to the OCFA's insurance program. The broker services include marketing and placing the various insurance coverages necessary to protect OCFA each policy year. Additionally, the insurance broker provides support in the development and maintenance of risk financing plans, provides comprehensive information on market conditions and trends, suggests alternatives for risk retention or transfer, works with the OCFA to ensure underwriters have all necessary data and information to market the OCFA's insurance needs, and provides assistance for safety/loss control initiatives.

As is common in the insurance industry, the selected insurance carriers will invoice Gallagher for premiums on behalf of OCFA. Subsequently, Gallagher will invoice OCFA for the annual insurance premiums, and pass the premium payments through from OCFA to the carriers. Past practice has been to bring only the aviation policy to the Executive Committee for approval each year, since the amounts for brokerage fees and other insurance policy premiums did not exceed the thresholds in the roles and responsibilities matrix; however, since payments for both the brokerage fees and insurance premiums will be issued to Gallagher, staff is taking the opportunity to provide transparency in the full payment amount issued to/through Gallagher annually. This proposed contract includes annual brokerage fees and estimated premiums for the aviation policy, pollution policy, and vehicle verifier bonds, as shown below:

	Year One	Year Two	Year Three
Brokerage Fee	\$27,500.00	\$27,500.00	\$27,500.00
Aviation Premium	\$132,298.00	\$132,298.00	\$132,298.00
Bond Premium (3each @ \$70)	\$210.00	\$210.00	\$210.00
Pollution Premium	\$36,578.00	\$0.00	\$0.00
Premium Subtotals	\$169,086.00	\$132,508.00	\$132,508.00
Annual Totals	\$196,586.00	\$160,008.00	\$160,008.00

Broker Fee 3 Year Total	\$82,500.00
Combined Premium 3 Year Total	\$434,102.00
Grand Total	\$516,602.00

Request for Proposal (RFP) Process

On April 17, 2018, RFP SK2283 was issued to solicit competitive proposals from insurance brokers. A non-mandatory pre-proposal meeting was held on May 1, 2018, with three firms attending the meeting. Final proposals were due on May 15, 2018, and two proposals were received. The proposals were evaluated based on the criteria and point structure as defined in the RFP: method of approach (10), qualifications & experience (30), technical requirements (35), and proposed costs (25). Following the paper proposal evaluation, the evaluation committee conducted in-person interviews with the representatives from both Gallagher and Alliant Insurance Services (Alliant). Upon completion of the proposal evaluation and interviews, Gallagher's proposal was ranked number one overall.

Gallagher conveyed a robust aviation insurance program, which includes a specific team dedicated to aviation coverage. Gallagher also has a history of successfully serving OCFA's unique aviation insurance needs. The quality of service and deliverables provided by Gallagher has resulted in superior coverage while simultaneously reducing our premiums and deductibles. Additional information on the evaluation scoring is provided in Attachment 1.

Recommendation

Staff is recommending award of the contract to Gallagher in an aggregate amount not to exceed \$516,602 for the initial three year term, and authorization to exercise the two optional one-year renewals provided pricing remains the same.

Attachment(s)

1. Evaluation Scoring
2. Pricing Sheet
3. Proposed Professional Services Agreement

SK2283 – Insurance Brokerage Services Summary of Evaluation Scores and Pricing

Evaluation

An evaluation team consisting of two staff members from Risk Management and one from Treasury and Financial Planning evaluated the proposals received. The proposals were evaluated based on the criteria and point structure as defined in the RFP: method of approach (10), qualifications and experience (30), technical requirements (35) and proposed costs (25). Upon completion of the proposal evaluation and interviews, it was determined that Gallagher possessed a more robust aviation program and thus emerged as the top ranked firm. Final evaluation scores are shown in the table below:

Table 1:

Evaluation Score Summary						
Offerors	Alliant			Gallagher		
Annual Brokerage Fee	\$17,500			\$27,500		
Evaluator	1	2	3	1	2	3
A. Method of Approach (10)	9.00	9.00	9.00	9.50	9.00	10.00
B. Qualifications & Experience (30)	27.00	25.50	20.00	28.50	29.00	30.00
C. Technical Requirements (35)	29.75	31.50	35.00	33.25	29.75	29.75
D. Proposed Costs (25)	25.00	25.00	25.00	15.91	15.91	15.91
Sum of Written Proposal Scores	90.75	91.00	89.00	87.16	83.66	85.66
E. Interview (25)	20.00	18.00	20.00	25.00	25.00	25.00
Total Written & Interview Scores	110.75	109.00	109.00	112.16	108.66	110.66
Rankings	2	1	2	1	2	1
Sum of Rankings	5			4		
Overall Ranking	2			1		

Pricing

Although the brokerage fees from Gallagher are higher than those from Alliant, OCFA will experience a savings of \$77,850 in brokerage fees for the initial three-year contract term over the previous contract as a result of the solicitation process. Additionally, Gallagher has reduced OCFA's aviation liability premiums (see Table 2, below) while increasing the level of coverage as follows:

- Reduced the aircraft hull deductible from \$500,000 to \$50,000 Rotors in Motion
- Increased the Aircraft Medical Expense coverage from \$25,000 to \$100,000
- Increased Spares (includes Engines & Transit) from \$1M to \$5M (key for shipping rental engines)
- Mechanic Tools – not covered previously – now \$5M
- Extra Expense Replacement Aircraft increased days from 60 days to 180 days (aircraft repairs typically take longer than 60 days)

- Extra Expense Replacement Aircraft increased \$5000 each day to \$3M each occurrence (no day limit)
- Increased the Non Owned Liability seating from 8 to 45 total seats
- Provided coverage on “On Airport Premises Auto” - \$50M (no prior coverage)
- Provided coverage on Products Liability - \$50M (no prior coverage)
- Provided coverage on Host Liquor - \$50M (no prior coverage)
- Provided coverage on Excess Employers Liability - \$20M (no prior coverage)
- Provided coverage on Damage to Premises rented to you - \$1M (no prior coverage)
- Provided coverage on Premises Medical - \$100,000 (no prior coverage)
- Provided coverage on Incidental Medical Malpractice - \$50M (no prior coverage)
- Provided coverage on Hangarkeepers - \$20M (no prior coverage)
- Provided Constructive Total Loss Provision – 65% or more (no prior coverage)
- Increased the good experience return (profit commission) from 10.5% to 16%

Table 2:

OCFA Aviation Liability Premiums				
Year	Prior Premium	New Premium	Savings	Savings Pct.
2014	\$245,522	\$160,046	\$85,476	34.81%
2015	\$160,046	\$152,522	\$7524	4.7%
2016	\$152,522	\$141,524	\$10,998	7.21%
2017	\$141,524	\$129,592	\$11,932	8.43%
2018	\$129,592	\$125,778	\$3814	2.94%
TOTAL	\$829,206	\$709,462	\$119,744	14.44%

PRICING SHEET

ANNUAL BROKERAGE FEE SCHEDULE	
Aviation Liability	\$20,000
Pollution Liability	\$5,000
Bonds – Vehicle Verifier	\$2,500
Total	\$27,500

ESTIMATED PREMIUMS	
Aviation Liability – Annual Policy Term <i>Estimate based upon the average premium for the previous three policy terms</i>	\$132,298
Pollution Liability – 3 Year Policy Term <i>Estimate based upon the average premium for the previous two policy terms</i>	\$36,578
Vehicle Verifier Bonds – Annual Policy Term <i>Bonds are held for the following positions: Fleet Services Manager, Fleet Services Coordinator, and Fleet Services Supervisor</i>	\$70 each

HOURLY RATES	
Susan Blankenburg, Area Executive Vice President	\$150
John Grob, Area Executive Vice President	\$150
Britni Parsons, Account Manager	\$100
Eric Kikalo, Account Manager	\$90
Jonathan Leavens, Regional Director- West Coast	\$150
Helyn Hoffman, Senior Workers' Compensation Consultant	\$110
Denise Simpson, Legal Consultant	\$110
Karen Petty, Area Senior Vice President	\$125
Heather Ross, Account Manager	\$100
Marco Guardi, Loss Control Consultant	\$125

- Hourly rates will apply for services in addition to those included in the brokerage fee
- For projects in excess of 24 hours, discounted rates will be negotiated

ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 25th day of October, 2018 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc., 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 Insurance Brokerage Services as requested in RFP SK2283, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated May 22, 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 the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP SK2283, dated April 17, 2018 ("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 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 Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

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 Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the contract amount must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

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 pricing set forth in the Pricing Sheet, attached hereto as Exhibit "B", in an aggregate amount not to exceed \$516,602 for the initial three year term (\$196,586 for year one and \$160,009 for years two and three).

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 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

This agreement shall continue in full force and effect for three years (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual written agreement between OCFA and the Firm.

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: **Susan J. Blankenburg, Area Executive Vice President.**

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 **Brandon Chandler, Risk Management Analyst**, unless otherwise 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. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) 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, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal &

advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. 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.

6.2.3 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 written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. 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 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 one million dollars (\$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 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. (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 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 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 5. 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, 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 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.

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
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:

Arthur J. Gallagher & Co. Insurance
Brokers of CA, Inc.
Attention: Susan J. Blankenburg
1255 Battery Street, Suite 450,
San Francisco, CA 94111

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.

[Signatures on Following Page]

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 Manager

APPROVED AS TO FORM.

By:  _____
David E. Kendig
General Counsel

Date: 10/17/18

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

"FIRM"

**ARTHUR J. GALLAGHER & CO.
INSURANCE BROKERS OF CA, INC.**

Date: 10/11/18

By:  _____
Riley Binford
Area President

EXHIBIT "A": SCOPE OF SERVICES

DESCRIPTION OF SERVICES

Brokerage and risk management services performed under the contract will include, but will not be limited to, the following:

- Marketing and placement of insurance coverage
- Consulting on coverage issues and improvement of OCFA's insurance program
- Provide advice and assistance for safety/loss control initiatives
- Provide support to OCFA in the development and maintenance of risk financing plans that will allow OCFA to be successful in its overall financial planning and budgeting
- Coordinate with actuarial efforts and provide comprehensive information on market conditions and trends
- Suggest innovative design of alternatives for the best cost effective risk financing methods
- Provide assistance in evaluating risk retention/deductible options
- Keep OCFA informed on new or changing markets, forms, products, laws, government regulations, trends and any other information that may affect insurance placements
- In partnership with OCFA, organize, develop, and present to underwriters all necessary data to market the OCFA's risk finance plans
- On behalf of OCFA, negotiate with providers on all issues including those related to premiums, special terms, and conditions
- Evaluate the underwriters and report to OCFA about the underwriters' financial stability and service commitment to clients
- Review and advise on policy language for proper application to risk
- Meet with OCFA for each policy renewal process to present marketing results no later than 60 days prior to renewal of coverage
- Verify policy terms, conditions, language, form compliance with regulatory requirements, and consistency with expiring policies as needed
- Provide insurance policy summaries
- Provide assistance with the interpretation of insurance provisions in OCFA contracts
- Ensure that the appropriate team members are assigned to receive and process OCFA claims and provide assistance in reviewing loss data summaries on all insured and self-insured events
- Ensure the account executive and the account team assigned to service OCFA are available to address activities associated with this account, including consultation on an as-needed basis.

DELIVERABLES

- Marketing report for each renewal. Reports will include:
 - Summaries of current program versus renewal options including all terms, conditions, premium rates, market quoting and providing information on denied quotes to include the reasoning
 - Underwriters' ratings
 - Broker recommendations
 - Insurance quotations establishing each insurance company's stability, solvency, and service record. Rating work sheets should be provided on all insurance proposals received

with the projected ultimate net cost to OCFA, and evaluation of the services proposed by each insurer

- A marketing summary of all quotes and indications requested and received from insurers in response to our underwriting proposal
- The amount of commission that Broker and its affiliates expect to receive from insurers or third parties from the transaction, or in the event of a fee, the fees associated with such placement if not included in the brokerage fee
- A description of any interest in or contractual relationships that Broker and/or its affiliates may have in any prospective insurer presented.
- Annual report that will include, but not be limited to:
 - Schedule of policies in force
 - Respective policy premiums, losses, and fees earned or waived
 - Development and trends in the markets addressing each coverage
 - Recommendations for modifications to OCFA's risk financing program
- Underwriters' applications for review and completion at least 120 days prior to the expiration date for each policy. The insurance renewal program must be presented to the OCFA Board of Directors at least one month prior to the expiration dates
- New or renewal policies are to be delivered to OCFA for review and acceptance within 30 days of expiration, renewal or policy anniversary dates. Broker is to review these policies and endorsements prior to delivering to OCFA to confirm the accuracy of policy terms and conditions.

ADDITIONAL INFORMATION:

1. Please provide a sample client service agreement and your proposed compensation plan of a combination of fees and commissions. Commitment to full disclosure to OCFA on all forms of compensation paid as a result of broker's business activities on behalf of OCFA is expected.

We expect a new agreement similar to the latest Profession Services Agreement between OCFA and Gallagher.

2. Please describe your brokerage approach.

While our knowledge and capabilities are broad, we believe in an approach that acutely focuses on our client's problems, our client's community and our client's individual needs. Any broker or local agent can assist in purchasing more insurance however we believe it is our responsibility to assist our clients in their efforts to focus on managing their risk. We are constantly monitoring the market to help our clients select the most appropriate coverage at the best price.

Our understanding of the project and our approach allows the people with direct accountability and understanding of your risks to present your organization to the insurance markets. We have a solid track record of always delivering on a timely basis.

Gallagher will continue to meet with the Authority's Risk Management team to establish and maintain a written service plan for marketing, claims, risk control, administrative services and any special projects. This document will identify objectives, strategies, deliverables and timelines are updated throughout the process.

As a part of Gallagher's Think Ahead philosophy, we will identify longer-term trends, risks, and product changes that have the potential to impact the Authority positively or negatively. This would include evaluating legislative changes, legal opinions, carrier long-term solvency, and alternative ways of structuring, evolving analytical techniques, and advances in loss control programs.

CORE360™ Framework to Evaluate Total Cost of Risk

- **CORE360™** breaks down your risk management program into 6 cost drivers, which helps you to understand all of your actual and potential costs.
- Gallagher will analyze your cost drivers and identify which tools will impact your program the most.
- We develop unique strategies by cost driver, walk you through them and describe how they will impact your program.
- After this discussion we will develop a mutually agreed-upon strategy.
- Gallagher implements agreed-upon strategies.
- Upon renewal, the strategic results are shared and the process begins again.





Insurance Premiums – Gallagher works to minimize your premium costs based upon our expertise in understanding public entities, as well as our experience as OCFA's largest property broker. We believe this comprehensive approach allows us to deliver actionable advice to our clients to allow them to make informed decisions that can ultimately reduce their total cost of risk.



Program Structure – Most brokers use a narrow approach, focusing primarily on traditional insurance. We, on the other hand, design your unique program from the ground up using a mix of traditional and non-traditional products that balances the level of risk and reward across the risk continuum and ensures that all the pieces fit together in a way that minimizes your total cost of risk. Every client is different so having a strong working relationship that focuses on the right strategy for you and level of risk you are willing to take is an important step in maintaining a strong program.



Coverage Gaps – Gallagher has a 3-step approach to closing gaps in your coverage:

1. We conduct a thorough analysis of your current policies to identify areas of improvement
2. We've worked with trusted insurance company partners to develop customized solutions with best-in-class terms and conditions at competitive prices
3. Our team has deep public entity industry and coverage expertise, which provides a deeper understanding of your operations, helping identify and manage any potential coverage gaps



Uninsured & Uninsurable Losses – We know that organizations frequently misunderstand certain areas of risk, often leaving them uncovered. To that end, we help you understand all your potential risks, both known and unknown. With our vast network of coverage area experts, we provide your organization with actionable advice to help you make informed decisions, develop creative solutions and manage your non-traditional risks.



Loss Prevention and Claims – Typically, retained claims costs are the largest cost driver of public entity programs, even more so than insurance placements. This is why we invest heavily in loss prevention and claims resources for our clients. Our data-driven approach allows us to implement programs for OCFA that will increase safety, minimize losses and mitigate claims, resulting in a lower total cost of risk.



Contractual Liability – Gallagher understands that all public sector relationships have contractual liability exposure and the more complex the relationship, the greater the potential for liability. We would work closely with OCFA's Risk Management staff to develop a program to transfer the appropriate liabilities and not assume any hidden or unknown liabilities, reducing your total cost of risk. We have included in the appendix a copy of contract guidelines we developed within our Public Sector Practice, but would recommend reviewing with OCFA as there is a vast amount of applicability in the content of this document for Public Entities.

Program Design

We start with the creation of work plan that will encompass all of our responsibilities, with dates. We go beyond the requirements in your Scope of Services. Our services include the following:

- **Face-to-face meetings** with carriers and OCFA personnel to explain the in-depth training that goes on regularly. Relationships between the Authority and your carriers never do any harm. It is much easier for them to increase rates for clients with whom they do not have relationships.
- **Provide traditional and non-traditional options** each year. Regardless if you select the option, we want you to hear about all options – new and existing – firsthand, from us.
- **Prepare specifications for risk manager's review**, prior to their release into the marketplace
- **Our proposals will include a market summary** highlighting the quotes provided by all markets, limits, deductibles, coverage expansions and copies of all declinations showing carriers' reasons for not quoting.
- **We initiate renewals early on** to deliver proposal in May for July renewals.

3. Describe your approach to supporting our programs throughout the plan year.

Account Management

Gallagher has been privileged to partner with OCFA for the past six years. Our goal is to continue our partnership with OCFA's risk management team by providing a broad range of services that meet your evolving needs.

INSURANCE / POLICY INQUIRIES – You will have access 24/7 by phone, cell phone and email. In addition to our San Francisco team, we can solicit input from more than 325 public sector colleagues, including our practice leader.

POLICY REVIEW – Gallagher has internal procedures for conducting policy checks for policies of all sizes. This process starts with a dedicated team of insurance associates who perform the initial review consisting of checking the terms and conditions in the policy against the binder, proposals presented to the Authority and last year's policy. Our objective to have a professional outside of the dedicated team provide as bird's eye view and identify discrepancies before it gets to our dedicated team for the final policy check and manuscript policy language review. If any errors are found, the carrier will be notified, in writing immediately and the correction will be forwarded.

POLICY AMENDMENTS – If after review of the policy, amendments or changes need to be made, notice will be sent immediately to the carrier requesting the changes. Once these changes are made and the endorsements with the change have been received we will forward them to the District. If amendments need to be made mid-term to the policy with respect to coverages, additions/deletions to a schedule, etc. these will be forwarded to the carrier immediately following notification by the Authority of the change. We promptly advise the Authority of any changes in exposure during the policy year that would require revisions to existing insurance coverages.

CERTIFICATES OF INSURANCE – We have colleagues dedicated to certificate issuance in our San Francisco office. This team is very familiar with unique needs of public entity clients and they take pride in their role and adherence to a 24-hour turnaround time.

PRE-LOSS SUPPORT – Effective pre-loss strategies are a core of Gallagher's claims management services. Gallagher's team would look to integrate our claims response services with the existing Disaster Response Plans and other claims or risk management plans the Authority has in place. The Gallagher team would identify and analyze potential areas to refine your current practices, and their inter-relation with your reinsurers, other local Public Entities, and FEMA Stafford Act requirements.

LOSS CONTROL INCLUDING WORK PLAN DEVELOPMENT – We can work with the Authority to develop specific training program and procedures as needed. An analysis of the Authority's loss history will assist us in determining which areas need specific training assistance and we can provide in-person training sessions, personalized bulletins the Authority can distribute as needed, webinars, and informative CDs that can be viewed individually or in a group setting. Our objective will be to enhance the effectiveness of your current claims management practices and offer other training where the Authority may not have resources.

CLAIMS QUESTIONS / CLAIMS MANAGEMENT AND SUPPORT – The handling and management of claims are critical components of risk control, and Gallagher makes this a top priority. Our goal as the Authority's advocate on claims is to control the Authority's costs through prompt, fair settlements.

Gallagher's claim oversight and assistance for the Authority are crucial to receiving the maximum value from your coverage through 1) claim reporting 2) claim management for an effective, efficient process 3) analysis and advocacy in disputes 4) coordination with you, your insurers and vendors to ensure dedicated, exceptional service 5) specified threshold settlement discussion where you have large deductibles/self-insured retentions 6) on-site claim reviews/audits 7) training and seminars and 8) research and advice as needed.

Gallagher Claim Management staff is available to consult with Authority risk management personnel, legal counsel and adjusters on claim issues.

A successful claim negotiation is a consensus-building process, which begins at the date of loss. When properly carried out, the process is a combination of decision-making, communication and, most importantly, negotiation. A well-prepared claim presents the Authority's case strongly, and establishes your perspective at the outset. Realistic goals, the application of past lessons learned, and the commitment to act constructively in controlling the process are the keys to effective claims management.

We will assist the Authority in evaluating claim information to ensure appropriate data is forwarded to insurers enabling them to provide a timely and thorough initial coverage evaluation.

ANNUAL STEWARDSHIP & OTHER REPORTS

Gallagher utilizes a rigorous and comprehensive professional standard monitoring, including best practices compliance and regular auditing of employee client accounts.

We prepare an annual stewardship report that will highlight: market reports, our compensation, risk assessments, probable maximum loss report, benchmarking, loss control services, and use of electronic training by members.

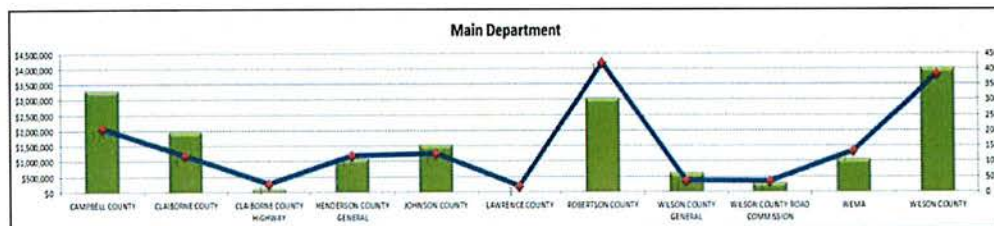
On an ongoing basis, we provide reports and conduct meetings to evaluate progress versus objectives and update our projections as continued communication efforts. These reports and meetings may include:

- Highlights of activities and services
- Recommendations for additional purchase of insurance at Authority's discretion — immediate and long term
- Current and anticipated market conditions
- Service plans with schedules including Summary of Coverage document
- Excel compatible database with current claim detail analysis and overview

Workers' Compensation Loss Control

Our Loss Control Practice works with our clients to increase awareness and incorporate the practice of risk management, risk control, and loss prevention into each department's operations. The ultimate goal is fewer workplace and vehicle accidents as well as reduced public liability and a lower cost of risk. How are you currently getting claims out of the system? We go through a series of steps to ensure our clients get the most effective loss control approach:

1. Mine loss-run claim and accident data to pinpoint locations with unfavorable loss trends, identify causes driving loss trends and present to executive management the next steps to mitigate losses. This assists with determining what levels can be self-insured and the estimated losses in given layers.



Safety Management Systems

The Aviation team will work with the airport Risk Management and Operations staff to develop a comprehensive plan to begin, or to advance, a Safety Management System (SMS) for the airport. We will schedule educational sessions with the appropriate airport personnel, in coordination with the appropriate safety engineers.

4. Please provide an overview of your strategic planning services and day to day program management services.

We genuinely enjoy our current working relationship with the OCFA Risk Management team, including Jonathan Wilby and Rhonda Haynes. Regular communication with the team enables us to respond promptly and effectively to the priorities of OCFA. At Gallagher, our values are rooted in fostering collaboration with our clients.

You should expect to see us face-to-face:

- The short and easy flight from San Francisco International to John Wayne Orange County airport allows us to have a greater presence for brainstorming and other key meetings. We also have two of our team members conveniently located in our Irvine office.
- Part of our plan for success is to keep abreast of your operations. The best way for us to advocate for you is if we have firsthand experience with your business.

We take a dual approach between:

- Communicating regularly with you about things that are important to you. By our nature, we are a warm group of people who like to discuss important issues at hand.
- Leveraging our industry expertise to create a line of communication to you on topics that would be of interest.

Ideas that we have implemented in the past:

- Regular meetings with decision makers from OCFA, including quarterly face-to-face discussions to review key performance indicators according to your priorities and mutual agreement.
- Aggregate data that would be of value to you. You should continue to expect a monthly summary of your on-going loss experience, including loss stratifications that show how each year of your insurance program compares to other years, large loss listings, and loss summaries.

Day to Day Services

Gallagher is an extension of your Risk Management Department. Your team's primary focus is service. We are available to you 24/7, returning calls, attend meetings, process certificate requests and effectively communicate with OCFA in your desired manner, be it by telephone, fax, email or in person.

A typical day's service might include any or all of the following:

- Answer telephone calls/messages from clients and carriers
- Check mail, email and faxes for new service requests from clients
- Prepare submissions/applications
- Submit applications to carriers for quotations
- Negotiate coverage terms with markets
- Prepare Proposals and coverage Comparisons
- Present Proposals/Quotations/Comparisons to clients and prospective clients

- Follow up with carriers for policies and endorsements
- Check the policy, verifying all coverage terms and limits
- Order change requests, loss runs, and diary/monitor for receipt
- Prepare summaries of insurance and policy register for delivery to client with policies
- Deliver policies with transmittal letter outlining coverage and any corrections needed
- Provide electronic copies of policies to the insured, if desired
- Receive quotations, loss runs, renewal requests, invoices, etc. from carriers
- Maintain files in paper and electronic databases
- Verify audit rating bases, provisions and calculations
- Review contracts and interpret coverage adequacy/needs
- Invoicing certificates of insurance
- Coordination and/or issuance of required documentation, i.e., automobile identification cards, certificates of insurance

More Account Management Service Activities

The following are included brokerage services:

- Participate in OCFA's meetings, as deemed necessary
- Provide consultation on exposures, existing coverage, and the desirability and/or feasibility of potential program changes
- Interpret coverage and offer professional advice about the insurance program/s as requested
- Provide premium allocations to various departments as needed
- Coordinate claims advocacy efforts as-needed
- Assist OCFA in the administration of your Aviation, Worker's Compensation, Environmental Liability/UST insurance and Surety programs
- Review OCFA's contract insurance requirements to determine if additional insurable risk exposures are present, and if current policies provide the coverages needed
- Keep OCFA informed of:
 - ✓ Market changes and conditions
 - ✓ Emerging risks and potential new markets
 - ✓ Changes of self-insured requirements on regulations and applicable laws

5. How do you manage carrier and vendor relationships?

Just as your brokerage team values and maintains long-term relationships with clients, our management team has established relationships with their carriers and vendors. Gallagher management serves on panels with senior executives from major insurance brokers discuss ideas for emerging products, satisfactory results, what is working in the marketplace, important issues, and concerns brought to them by clients.

When it comes to carrier and markets for public sector clients, Gallagher has significant relationships with every major carrier in the marketplace as one of the largest brokers in the world. We have cultivated outstanding relationships across markets, in order to access the right underwriters in the right markets to best serve OCFA needs.

Be assured the Gallagher team has a firm understanding of OCFA goals and objectives when we approach the marketplace on your behalf and will continue to provide clear information and answer questions before they arise to assure maximum credits are applied at the underwriting stage of the marketing process.

6. In your opinion, what are the major challenges companies are facing today and how will your firm help meet these challenges?

Baby boomers are retiring in large groups as a greater number of new, younger firefighters are entering the fire service. Factors of this shift include change in: tenure at one employer is decreasing, differing views on work/life balance, increased presence of body art and piercings. We work with many clients, including CalFire members who have established or revised policies that can be shared with the Authority should the need arise.

Legislative bills continue to be presented requesting **expansion on firefighter presumptions**. Today we are seeing more cancer claims than in prior years. Dozens of bills are introduced to enrich the benefits for injured workers, which will result in an increase of total claim amounts paid as well as out of pocket expenses to fire districts. Currently, lobbyists are pushing to have the 4850 term increased from 1 year to 2 years; if this passes, there will be a definite impact on the cost of your workers' compensation claims. A recent analysis from the Los Angeles Controller's office demonstrated that only around 17% of firefighter injury claims in their city result from actually fighting fires.

We are members of the Fire District Association of California (FDAC) who represents lobbying efforts on behalf of California firefighters from which we share information with our fire district clients throughout the course of the year. The FDAC provides its members with representation and advocacy in California's legislature. They concurrently fight and refute laws that negatively impact their districts and advocating, supporting, and introducing those laws that are to their district's benefit.

7. What resources do you use for benchmarking?

For the Authority, we tailor benchmarking data focusing solely on fire exposures by looking for agencies similar in demographics and location. We use this information to structure and negotiate your placement with carriers. This allows us to design placements more efficiently and competitively priced than other brokers. By analyzing historical and real-time data on policy limits and rates, we can forecast the appropriate pricing for your program. Our advanced benchmarking database also allows us to identify market trends and extrapolate premium rates and allocate premium across your portfolio.

Benchmarking is the cornerstone of the consultative approach we take in providing brokerage services to OCFA.

We use the following databases to provide comprehensive benchmarking for our clients:

- Towers Perrin
- RIMS Database
- Advisen Database
- WCIRB
- Select Actuarial
- Gallagher Proprietary Database

8. Please describe how you identify trends and issues and present recommendations based on analyses of alternative benefit strategies and plans.

At Gallagher, we help you understand all your potential risks, both known and unknown. With our vast network of municipal coverage area experts, we provide the Authority with actionable advice to help you make informed decisions, develop creative solutions, and manage your non-traditional risk.

Informational Lessons on Emerging Risks

1. Drones
2. TRIPA vs. Terrorism Plus Policy
3. Parametric Insurance
4. Cyber liability
5. Enterprise Risk Management

We are members of NBAA, HAI, AIA. We share information with our clients that we receive from those organizations.

- (a) Following Federal and State legislature and various lawsuits that can affect this sector
- (b) Continuing new product development
- (c) Offering claim and loss control advocacy

Risk management for public entities is a complex proposition. In addition to our public entity professionals, specialists throughout Gallagher are available in areas including cyber risk.

Cyber Risk

Gallagher professionals provide risk management information services and risk transfer products. Traditional insurance policies have significant coverage gaps for digital exposures. Even more challenging, there is an increased frequency of traditional policies being issued with broad coverage exclusions for cyber perils such as hacking, viruses, and denial of service.

- An emerging generation of cyber policies in the past few years is in a state of constant change. Our specialists help clients sort through the hype and determine the most cost-effective solutions for your unique situation by:
- Analyzing your current cyber risk exposures, starting with a thorough review of your active web sites and file servers
- Identifying potential gaps in your existing program based on trends and carrier expectations
- Securing Cyber insurance to close those gaps
- Designing risk management solutions using information security best practices

9. What is your philosophy on customer service?

Gallagher's Client Service Plan

Our Client Servicing Plan is based on a strict professional standards policy to which all Gallagher employees must adhere. We take pride in making sure all meetings, collection of data, submissions, binders, policies, and endorsements are processed and administered in a concise and timely manner according to your insurance program expiration dates. This client service plan will be tailored specifically to OCFA. We understand the uniqueness of your needs because Susan Blankenburg has worked with the OCFA on portions of your insurance needs over the past 25 years.



Your Gallagher Team continually reviews and develops OCFA's insurance program by incorporating your financial objectives, ability to assume risk, and contractual obligations with current market conditions; resulting in tailored, creative, and alternative program options.

Gallagher begins with a thorough understanding of your risks and goals for risk management. This evaluative process includes, but is not limited to:

Review of OCFA's:

1. Immediate and long-term business objectives
2. Anticipated industry/regulatory issues
3. Philosophy for risk assumption
4. Financial capacity for risk assumption
5. Risk identification and review
6. Prioritization of key risk objectives

Providing OCFA with:

1. Review and assist completing appropriate industry specific applications
2. Review of OCFA's current statement of values. After an analysis, a spreadsheet will be provided for OCFA's insurance program
3. Claims auditing and assistance
4. Risk transfer decisions

We then employ industry-leading tools to identify risks, analyze exposure, and model potential impacts; enabling optimal program design and execution to maximize the value you derive from your property and casualty programs.

A Detailed Service Plan

Essential to our effectiveness and accountability as your broker. We believe it should include measurable benchmarks, goals and objectives, target dates as well as clearly identified responsibilities that we will discuss and agree on prior to beginning our partnership with you.

Analyze Existing Program

Through peer review and risk practice review, we endeavor to continuously analyze the strengths and weaknesses in the current program. This information helps us design the optimal program.

Evaluate Program Alternatives/Options

Continual monitoring of your risk management program to its peer group is an important validation process. The Gallagher team takes pride in staying abreast of emerging issues in their peer group and the products available that will assist you in your management of risk.

Develop the Optimal Program Design

Gallagher approaches every placement with careful planning, thoughtful strategy, and with the full engagement of OCFA. Our position as the market leader assures that you receive appropriate attention from every insurer and we use our marketing expertise to drive the best program available from the marketplace on every line of coverage. Further, our product line specialist approach ensures that coverage terms and conditions are negotiated by coverage experts and are the broadest available.

Annual and Renewal Solutions

Our clients repeatedly tell us the most important thing that we can do as their broker is to protect their assets by providing a comprehensive and tailored insurance program with the most competitive terms. We also know that a critical component of every customer experience is receiving an accurate and timely response to their day to day business needs and challenges.

We know that helping you through the renewal process is a big part of how we serve you. It's important that we provide the best solutions to support your unique business needs. We've invested in our service model, updating our technology and processes to provide a faster, more efficient service experience for you. These improved systems and processes allow us to deliver on a proactive and predictable timeline for renewal.

Gallagher Client Service Model

The primary goal of our service offering is to act as an extension of your risk management team. We do this by leveraging our core strengths in providing both day-to-day services and tailored projects to your team. Below is a snapshot of our value added client service model.

CORE STRENGTHS

- ✓ We are a cohesive member of your Risk Management Team
- ✓ High Level of Service – your team has a manageable account workload
- ✓ Stability – 20 year average employee experience
- ✓ Team Expertise & Innovation – creativity from the most experienced public sector staff in the business
- ✓ Client Focused – we are committed to being known as one of the best customer service companies in the U.S. (in ranks with Apple, Southwest Airlines, etc.)
- ✓ Fully Integrated Placement Capabilities – full access to all markets
- ✓ We provide the tools & resources to analyze and reduce your cost of risk
- ✓ Market Leverage – Gallagher is the largest public entity broker in the U.S. and develops relationships with insurers to benefit our clients



DAILY SERVICES

- ✓ Communication – **24/7 availability** of our team to answer questions, coordinate exposure data, discuss pressing issues and provide claim support during a crisis
- ✓ Certificate Issuance – **hourly turnaround time**
- ✓ Contract Review and Recommendations
- ✓ Holistic Approach – continuous monitoring of exposures and coverage to prevent duplication, address coverage gaps, and ensure policy issuance is accurate
- ✓ We organize our information and resources to fit your needs – not the other way around
- ✓ We invest in technology to reduce the administration burden for our clients

RECURRING SERVICES

- ✓ Budget Forecasting / Projections – We assist you in projecting and meeting your budgeting requirements
- ✓ Communicate market conditions and projections
- ✓ Pre-renewal discussions and appetite for risk
- ✓ Data Collection – Exposure analysis – identify goals and objectives for the renewal
- ✓ Detailed Submissions with meaningful analysis
- ✓ Marketing – provide options for consideration
- ✓ **Benchmarking** upon request – Historical/Peer Measurement, both regionally & nationally

PROJECT SPECIFIC

- ✓ Annual Stewardship Reports – summarizing successes of your program
- ✓ Resources available: claims advocacy & loss control specializing in public sector
- ✓ Support in claims dealing with FEMA and the Emergency Management Division in determining “insured losses” vs. uninsured losses
- ✓ Loss Control Recommendations – focus on historical cost drivers
- ✓ Manuscript forms and endorsements tailored to fit your needs
- ✓ White Paper discussions on emerging issues & risks – both local & national
- ✓ Coordinate catastrophe modeling, appraisal services and engineering reports to strengthen

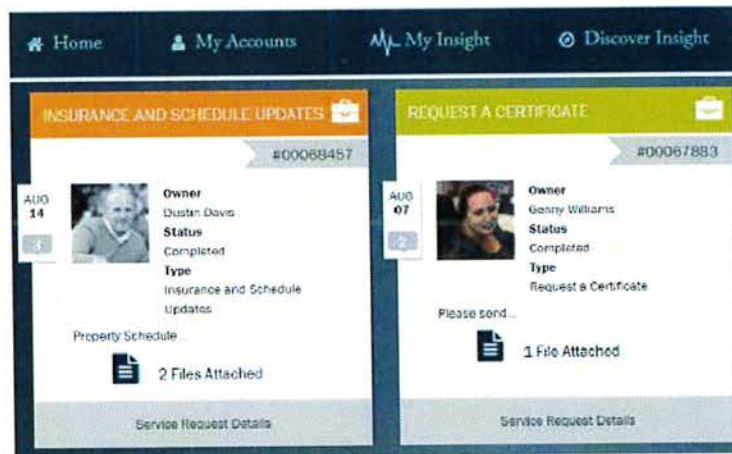
10. Describe the methods employed to obtain and disseminate information about current local and national legislation, trends, new services, new concepts, etc. to clients.

Gallagher Insight

The innovative new Gallagher Insight offers a modern design, robust features and upgraded functionality:



- Collaborative interface with access via your mobile phone or tablet.
- Communicate with your Gallagher Account Team 24-hours/day, 7 days/week
- Document sharing with your Gallagher Account Team
- Submission of rush inquiries and change requests
- Goal tracking and renewal status with the Gallagher "Success Plan"



RiskPartner Risk Management Information System (available for additional fee)

Gallagher's RMIS, RiskPartner, serves as a central database that collects and analyzes exposure data, policy data and claim data, and is accessible via the web to exclusively serve Gallagher clients. We developed RiskPartner, a sophisticated risk management information system (RMIS) that uses a web-based system to manage exposure and policy data. It also provides a claims reporting platform that can disseminate claims information by department through a custom scorecard within the OCFA's portal.



System Capabilities	
1	Certificate Tracking
2	Contract Management
3	Vendor Management
4	Loss Control Library
5	Document Storage
6	Premium Allocation
7	Data Collection
8	Questionnaires
9	GIS Mapping
10	Mobile App Integration
11	3rd-Party System Integration



11. Do you have a process in place for tracking policy modifications between you and your clients?

We have several tracking systems available to all Gallagher employees, and some that even allow clients to follow along with us, at no additional cost to them.

Our agency management information system— EPIC – includes a suspense system that provides an updated daily list of outstanding action items electronically. Items include, but are not limited to:

- 150-day advance notice of approaching renewals
- Set diary dates related to receiving quotes
- Policies
- Endorsements

Further, EPIC is a place to communicate with other employees and assign tasks or follow-ups to other team members, communicate with all team members at once outside of the email system and track deliverables.

Gallagher's InSight system allows clients to track suspense items along with their service team. InSight is much broader than a simple suspense system: it also offers our clients a place to share calendars and store documents in a password-protected location on a separate (non-client based) internet server which is available to all users on a 24/7 basis. OCFA can upload and share with InSight.

12. What is your overall philosophy regarding compensation arrangements?

The Gallagher philosophy regarding compensation agreements is transparency. All revenue earned by Gallagher and its affiliates will be disclosed to OCFA. All insurance carrier quotations received by Gallagher are provided to you including terms, conditions, premium, and commission if any. The majority of our clients are on a fee basis. If your preference is full transparency – a fee arrangement is perfect for you.

The annual fee includes full brokerage, risk management services, claims advocacy, contract review by our in-house attorney, loss control/training sessions, and a Loss Projection Analysis, plus 4 meetings of your choice either with your staff or your TPA, on Training, Claims, and audits.

We believe we have a very good understanding of the level of service and annual hours that are required to satisfy the service requirements of OCFA. Should there be any reason to revisit these terms or our fee, we welcome the opportunity.

Gallagher is extremely proud of the fact that we are a fully transparent broker. We believe clients have the right to know how their broker partner is compensated. Our ongoing goal is to earn our compensation every year of our continued partnership.

Doing Business with Integrity

Gallagher has been honored by the Ethisphere® Institute as one of the World's Most Ethical Companies™.

- Recognized for ethical leadership and corporate behavior.
- Part of a small but distinguished list of companies committed to high standards.
- Seventh consecutive year being honored.



13. Describe your firm's process to evaluate and monitor the financial solvency of carriers.

Evaluating Financial Strength and Capacity of Carriers

Staying up-to-date with the insurance market is a critical piece of our business. Gallagher has dedicated individuals with the sole responsibility to monitor and analyze market conditions. As one of the largest insurance brokerage firms in the world, we utilize our internal data to properly assess the state of the market and compare it to other public sources, such as A.M. Best, Council of Insurance Agents & Brokers (CIAB), Market Scout, and our Advisen Executive Partnership.

We draw from many sources in our practice groups to keep abreast of changes within the insurance marketplace. While these sources of information are very valuable, collectively, they do not compare to the intelligence gathered by being active leaders in the insurance marketplace.

Market conditions change quickly, with some lines of business changing more rapidly than others do. With a client base spread across the globe, Gallagher is on the forefront of market trends and changes, providing clients with solutions before any potential issues arise. We stay in close contact with underwriters around the world to ensure that we are aware of market fluctuations and advise our clients accordingly. We also keep a close eye on reports provided by individual re-insurance markets, as they have the unique perspective of sitting above the standard market, seeing where the changes are currently happening and, more importantly, what trends are soon to come.

Gallagher's Solvency Policy

Gallagher has strict solvency standards for the carriers we present to our clients. Our corporate solvency committee is continually monitoring the financial status and ratings outlook for all carriers we work with.

Gallagher's Solvency Committee develops procedure and guidelines, which become part of Gallagher's Solvency Policy. Compliance with the Gallagher Solvency Policy is mandatory. Any unauthorized exceptions to the Solvency Policy and related guidelines will result in penalties which may include forfeiture by the producer/account manager, branch office, and region, of the related account revenues (fees/commissions); possible employment termination of the responsible individuals, or other measures recommended by the Solvency Committee.

The standard measure utilized by Gallagher to evaluate the financial condition of insurance/surety markets is the ratings and financial size categories assigned by A.M. Best Company, Inc. – the oldest independent rating agency in the world to report on the financial strength of insurance companies.

Market Categories

- Group No. 1 Best's Rating – A-, VI to A++ XV
- Group No. 2 Best's Rating – B+, VI to B++, XV
- Group No. 3 Best's Rating – All other including (NR) Not Related (NA) Not Assigned

At a minimum, all carriers presented to OCFA will have an A.M. Best Rating of A-, VI or greater. Many other brokers have lower financial standards such as B+ or better. In the event of a rating downgrade, we notify our clients of the change immediately and arrange to replace the carrier, if warranted.

14. Describe your firm's ability to benchmark information related to risks and exposures, risk finance mechanisms, etc.

Gallagher's significant client base allows us to aggregate data to provide our clients benchmarking information. We have also engaged in an executive partnership with Advisen, a leader in maintaining insurance data for organizations across the globe. Through its information, analytics, ACORD messaging gateway, news, research, and events, Advisen reaches more than 150,000 commercial insurance and risk professionals at 8,000 organizations worldwide. When reviewing your program, we perform an umbrella benchmarking study to evaluate how your umbrella limits compare to those of your peers. Choosing the correct limit is often done based on the past and our report will help you analyze data from actual losses and peer group experience.



- **Trend analysis** – We analyze your data to provide specific recommendations on your current risk management program. In analyzing your data, we present claim trends that exist within your organization's loss history.
- **Loss projections/stratifications** – A loss pick is an estimation of future losses based on loss and exposure data. Our specialists review at least five years of historical data in order to predict your future losses.
- **Collateral analysis & required reserve study** – A required reserve study will ensure ample funds are available through the close of your policy years. We identify the status of the reserve fund and ultimately determine how your loss history will appear when all claims are closed.
- **Deductible threshold analysis** – We examine your loss history at various incurred levels, in order to determine a comfortable deductible level for your program. In analyzing your losses, we have the ability to demonstrate how your program will look at various deductible levels.
- **ClaimSCORE** – A data analytics program that can evaluate and predict workers' compensation claim payment and cost experience, and target the true drivers that enhance the claim costs. By using this tool, we can assist in developing loss control measures and claim management programs to eliminate the total cost of claims.

15. Describe your risk control, claims management, and any other specialized staff that OCFA would have access to. Provide recent examples of their effectiveness in helping clients reduce their total cost of risk.

Aviation Safety and Loss Control Services

Many safety and loss control services are available at no additional cost through Gallagher alone or with select underwriters with whom we have significant volume. No other broker shares our depth of aviation experience or commands similar access to aviation markets.

- SMS (Safety Management System) Consultation and Implementation
- Structure of Safety Program
- Lockout/Tagout, Confined Space Entry
- Electrical Safety
- Facility Safety
- Powered Industrial Vehicles
- Hazard Communication (Right-To-Know)
- Walking Surfaces & Fall Protection
- Repetitive Motion Injury Prevention
- Training
- Employee Noise Exposures (Able to conduct noise exposure surveys)



- Resource libraries are available and loss control representatives can provide practical results-oriented safety awareness sessions for employees, supervisors and managers in the areas listed above and more.

Basic Risk Management Services

Exposure Evaluation

At inception and at least annually:

- Conduct a physical inspection of the operations including the flight line.
- Evaluate all on and off premises exposures.
- Provide you with Pilot Information forms.
- With your help, identify the appropriate insured value for all aircraft. Determine whether the aircraft radios and avionics should be included.
- Meet with the flight personnel annually.
- Review all contracts for insurance compliance.

Claims Support

Gallagher claims experts are seasoned professionals with backgrounds as claims adjusters, supervisors, managers, insurance company claim trainers, and claim consultants. Gallagher adheres to a strategy that no one individual can be expert in all lines and facets of the dynamic claims arena. Our team of experts has significant claim expertise in:

- Automobile Liability
- Automobile Property Damage
- Business Interruption
- Catastrophe Property Damage
- Cumulative Trauma Specialization (CTS)
- Equipment Breakdown
- General Liability
- Litigation Management
- Medical Management
- Workers' Compensation

Gallagher has committed significant resources to advocate for our clients, in terms of both traditional claims adjustment and the more complex interactions to ensure prompt and fair claim resolutions. We maintain a staff of highly experienced property claims consultants that would serve as OCFA's advocate and advisor to facilitate the claims process. These advocates will interface with coverage counsel and our brokerage staff to ensure expeditious handling of your claims.

We are not a TPA, but our claims department is just as thorough. When claims are reported to your excess carrier(s), it is our job to report on your behalf. Furthermore, our team diaries all claims and follow-ups so that you do not have to. Lastly, we receive monthly reports on all open claims that report all activity.

16. How do you assure that your professional staff maintains appropriate licensing to provide the services required?

Gallagher utilizes a dedicated division to monitor all licenses and the continuing education requirements of its employees. In each office, managers work with the licensing divisions and colleagues to interface with the national division to ensure the timely renewal of licenses.

Gallagher supports license maintenance by absorbing the fees for obtaining and renewing all licenses on behalf of the employee.

Further we provide support for continuing education by providing employees with 24/7/365 access to courses taught by certified instructors and monitoring the Certificates of Completion associated with the courses. There is no cost to the employee.

17. Please describe your standard proposals for renewals.

A Renewal Solution Focused on You

The renewal process begins **150 days prior to renewal**, including an in-depth analysis of what data will be useful to the process. The Gallagher team reviews the exposure information annually with OCFA to determine how to communicate information during the marketing process. A critical part of the process is to help create a plan with Risk Manager, Jonathan Wilby, to capture information and identify roadblocks to success. To prepare for our renewal meeting we will:

- Analyze current market conditions
- Review your program structure
- Formulate a marketing strategy focused on delivering the broadest and most cost-effective risk transfer
- Produce ideas for alternatives and enhancements to coverage or program design

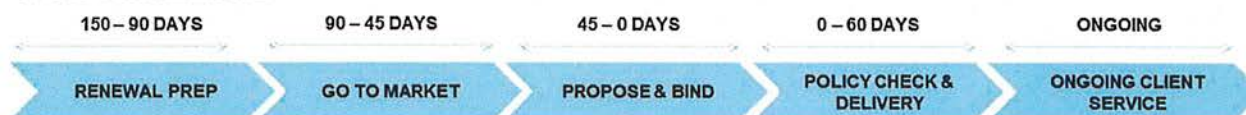
Capture historical data from your current carriers by reviewing historical binders, submissions, and loss runs. Look for claims to monitor. Capturing historical information early and inspecting the data used as part of the submission process can begin immediately, allowing us to begin to fill out our submission documents early. This is also a critical part of the on-boarding process because it allows us to identify which claims we need to be actively monitoring.

Identify opportunities for your involvement with underwriters. We will also identify opportunities where we believe that face-to-face meetings between OCFA are appropriate based on our sense of our strategic objectives and an understanding of the process.

Review all final proposals presented in full detail, and make a decision on the best option for OCFA as it relates to each line of coverage.



OUR TIMELINE



18. How will you help with the management of our insurance programs, including supervision and/or preparation of claims activity reports from carriers' executive projections for budgeting purposes and alternative funding analyses?

Listed below you will find examples of current risk practices used to develop risk exposure information and controls. As an insurance broker with experience managing a dedicated team of professionals, Susan Blankenburg leads the San Francisco Public Entity team through active involvement, support, direction, and visitation with all insurance carriers. Susan's direct involvement with carriers is paramount in driving results. The Gallagher team monitors and direct expected services from our carrier partners.

A. Insurance Program Management

Gallagher's **CORE360** truly encompasses all of the services, analysis, and risk management tools you seek. The **CORE360** program will offer risk management services in addition to the policy placement throughout the year. Our services do not end once the coverages are bound.

CORE360 Toolbox Summary



B. Funding Analysis

Each line of OCFA's insurance program will be reviewed by a Gallagher marketing professional knowledgeable in that line of coverage, along with a risk management professional, to draw consensus on the coverage, structure, and potential alternatives. Our risk management consultants will examine your current schedule of insurance and review all existing (or proposed) insurance policies in relation to your exposures based on:

Scope of coverage	Breadth of insurance agreements
Limitations imposed by exclusions	Unintended gaps in coverage
Structural deficiencies in covered interests	Vertical integration issues
Contractual risk transfer	Indemnification agreements from/to others
Insurance requirements from/to others	System to monitor receipt of documents from others

Conclusions from the analysis will reveal if the structure of the coverage and the actual policy language is appropriate as well as suggest recommendations for improvements. Finally, we will conduct an insurance limits review in which we will discuss the decision process as regards the adequacy of existing limits of coverage as based on the following:

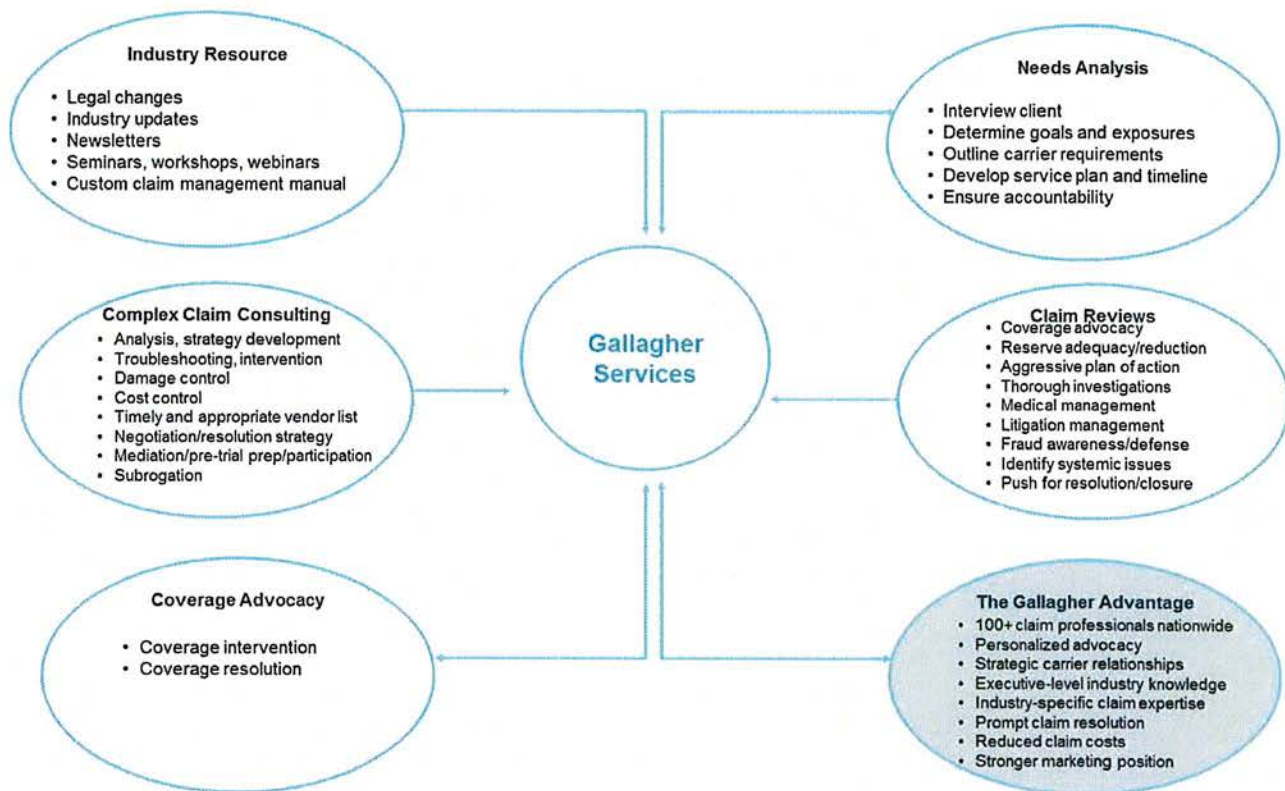
Nature of the exposures to loss	Availability and cost of coverage
Management attitudes toward risks	Legal and regulatory environment
Benchmarks	

In following this process, we will be able to assess OCFA's current risk management financing mechanism, which is the basis for determining the effectiveness of the current method of retaining or transferring the risk and develop a marketing plan for the procurement of insurance coverages for your organization. We will provide OCFA with a report that summarizes our findings and provide recommendations about the challenges of your incumbent risk management program.

C. Preparing Claim Activities and Reports

Strength in Numbers: Gallagher's National Claim Advocacy Practice

Gallagher advocates on your behalf with insurers and provides you (and your attorneys) with our experienced and dedicated service for claims-related issues, including, but not limited to, the following:



Our Claim Management Process

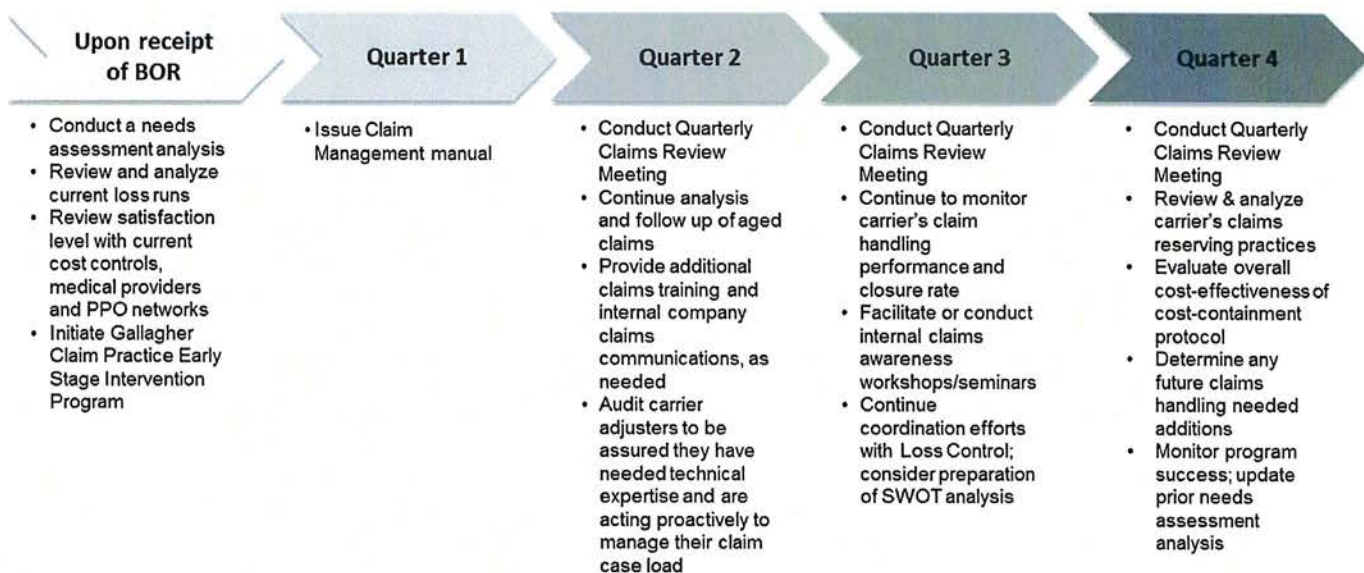


EXHIBIT "B": PRICING SHEET

ANNUAL BROKERAGE FEE SCHEDULE	
Aviation Liability	\$20,000
Pollution Liability	\$5,000
Bonds – Vehicle Verifier	\$2,500
Excess Workers' Compensation Liability <i>(Applicable only if withdrawing from the CSAC – EIA program)</i>	\$10,000

ESTIMATED PREMIUMS	
Aviation Liability – Annual Policy Term <i>Estimate based upon the average premium for the previous three policy terms</i>	\$132,298
Pollution Liability – 3 Year Policy Term <i>Estimate based upon the average premium for the previous two policy terms</i>	\$36,578
Vehicle Verifier Bonds – Annual Policy Term <i>Bonds are held for the following positions: Fleet Services Manager, Fleet Services Coordinator, and Fleet Services Supervisor</i>	\$70 each

HOURLY RATES	
Susan Blankenburg, Area Executive Vice President	\$150
John Grob, Area Executive Vice President	\$150
Britni Parsons, Account Manager	\$100
Eric Kikalo, Account Manager	\$90
Jonathan Leavens, Regional Director- West Coast	\$150
Helyn Hoffman, Senior Workers' Compensation Consultant	\$110
Denise Simpson, Legal Consultant	\$110
Karen Petty, Area Senior Vice President	\$125
Heather Ross, Account Manager	\$100
Marco Guardi, Loss Control Consultant	\$125

- Hourly rates will apply for services in addition to those included in the brokerage fee
- For projects in excess of 24 hours, discounted rates will be negotiated



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
November 15, 2018

Agenda Item No. 3D
Consent Calendar

Award of RFQ #JA2324 Organizational Service Level Review Consultant

Contact(s) for Further Information

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Emergency Operations Bureau

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714.573.6006

Summary

This agenda item is submitted for approval to award a master agreement contract to Citygate Associates, LLC, the number one ranked firm in the request for qualifications process for as-needed organizational service level review consulting services.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to sign the proposed Master Consultant Services Agreement for consulting services with Citygate Associates, LLC, for a three-year term, with two additional one-year renewal options.
2. Direct staff to work with Citygate Associates to identify the initial area(s) for review, document the applicable scope, determine the proposed cost, and return to the Board of Directors for approval of the scope and budget adjustment for performance of the year-one work.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Costs for year-one work will be quantified for further Board consideration after staff works with the consultant to determine the initial areas for review and associated scope/hours of work that are proposed for performance of the work. OCFA will not incur charges associated with the process of developing these costs.

Background

In the past, the OCFA has hired consultants to assist in developing a long-term strategic plan for the Authority, designed to cover a five year (or longer) planning horizon. Though the plans were always well intended, the reality was that new/unexpected priorities would arise, causing a change in focus and resulting in a stale strategic planning document.

This proposed Organizational Service Level Review project is intended to accomplish the same objectives as a strategic plan, but in smaller pieces, and allow for progress to be made on identified

objectives while other portions of the organization are still being assessed. To initiate this project, staff completed a competitive Request for Qualifications process, as further described below.

Request for Qualifications (RFQ) Process

On September 25, 2018, RFQ JA2324 was issued to solicit qualifications from firms interested in providing as-needed organizational service level review consulting services. A non-mandatory pre-proposal meeting was held on October 9, 2018, with representatives from two firms attending the meeting. On October 18, 2018, the solicitation due date, statements of qualifications were received from two firms: Citygate Associates and Matrix Consulting. The proposals were evaluated based on the criteria and point structure as defined in the RFQ: qualifications & experience (40 pts), Project Management Approach (30 pts), References (10 pts), overall responsiveness (5 pts), and proposed fee schedule (15 pts). Following the paper proposal evaluation, the evaluation committee conducted in-person interviews with both firms. Upon completion of the proposal evaluations and interviews, the proposal from Citygate Associates was ranked number one overall. Additional information on the evaluation scoring is provided in Attachment 1.

Recommendation

Based on the results of the RFQ, staff is recommending the award of a three-year master agreement contract to Citygate Associates for as-needed organizational service level review consulting services. The intent is that OCFA will work with the consultant for a three-year term, for performance of service level reviews, focused on one particular area of OCFA at a time. Ultimately, staff would like to have best practice reviews performed for all areas of the Authority, seeking to continue improving efficiencies and effectiveness throughout the organization.

We expect that the hours of work needed to perform the reviews, and the associated costs, will differ for each area of the OCFA. As a result, rather than asking the Board to approve a general not to exceed value for this contract, staff will return to the Board prior to initiating each area of review with the proposed scope and cost for Board approval.

Attachment(s)

1. Evaluation Scoring Summary
2. Proposed Master Consultant Services Agreement with Citygate Associates
Exhibit A: Statement of Qualifications from Citygate Associates (on file in the Office of the Clerk and available upon request)

**JA2324 - Organizational Service Level Review Consultant
Summary of Evaluation Scoring**

Evaluation

An evaluation team consisting of three Executive Management staff, evaluated the proposals from Matrix Consulting and Citygate Associates. The proposals were evaluated based on the criteria and point structure as defined in the RFQual: qualifications & experience (40 pts), Project Management Approach (30 pts), References (10 pts), overall responsiveness (5 pts), and proposed fee schedule (15 pts). Following the paper proposal evaluation, the evaluation committee conducted in-person interviews with both firms. Upon completion of the proposal evaluations and interviews, the proposal from Citygate Associates was ranked number one overall. Final evaluation scores, are shown in the table below:

	Matrix Consulting			Citygate Associates		
Evaluator #	1	2	3	1	2	3
A. Qualifications & Experience (40)	20	28	28	40	36	36
B. Project Management Approach (30)	12	21	18	27	27	24
C. References (10)	4	6	6	9	8	7
D. Overall Responsiveness (5)	2.5	3	3.5	4.5	5	4.5
E. Fee Schedule (15)	15	15	15	15	15	15
F. Interview (30)	9.	9	12	27	30	30
Total Points (max 130)	62.5	82	82.5	122.5	121	116.5
Evaluator Proposal Rankings	2	2	2	1	1	1
Sum of Rankings	6			3		
Overall Rank	2nd			1st		

**ORANGE COUNTY FIRE AUTHORITY
MASTER CONSULTANT SERVICES AGREEMENT**

THIS MASTER AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is made and entered into this 31st day of October, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Citygate Associates, LLC, 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 desires to retain a qualified firm to provide as-needed organizational service level reviews of operations (including support functions) for OCFA's major cost centers, as requested in Request for Qualifications (RFQual) JA2324, a copy of which is kept on file by the Clerk of the Authority and is incorporated herein by this reference, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated October 18, 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 as-needed consultant services as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide, at the request of OCFA, those as-needed services specified in RFQual JA2324 and/or Firm's Proposal attached hereto as Exhibit "A." Upon the request of OCFA, Firm shall prepare a task specific scope of work for each requested performance assessment, service level review, etc., subject to review and approval by OCFA. Once approved, the task specific scope of work – inclusive of a negotiated price schedule – will be appended to and made a part of this Scope of Services ("Supplement"). The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Qualifications, RFQual JA2324, dated September 25, 2018 ("RFQual"), (2) Firm's

Proposal, and (3) any Supplements, 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 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, OCFA's RFQual and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the RFQual shall govern, in that order.

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 Scope of Services 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.

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 Scope of Services. 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 as-needed services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed at the hourly rates included in Exhibit E of Firm's Proposal, and as further specified in any task-specific Supplement appended hereto

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 agreed upon time periods for each request as identified in the Scope of Services. 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 commence on the Effective Date, and continue in full force and effect for three (3) years, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed for up to two (2) additional one-year options upon mutual agreement between OCFA and the Firm.

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 there with: Gary Stewart.

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 Lori Zeller, Deputy Chief, Administration & Support Bureau, unless otherwise 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. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) 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, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than five million dollars (\$5,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. 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.

6.2.3 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 written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. 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.

6.3 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 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).

6.5 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 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 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.

6.6.2 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.

6.6.3 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.)

6.7 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 5. 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 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:

6.10.1 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.

6.10.2 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.

6.10.3 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.

6.10.4 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.

6.10.5 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.

6.10.6 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.

6.10.7 The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement.

6.11 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 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: _____
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 Citygate Associates, LLC: David C. DeRoos
2250 East Bidwell St, Suite 100
Folsom, Ca 95630

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.

[Signatures on Following Page]

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 and Materials Manager

APPROVED AS TO FORM.

By:  _____

DAVID E. KENDIG
GENERAL COUNSEL

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

Date: November 7, 2018

"FIRM"

CITYGATE ASSOCIATES, LLC

Date: 10-31-18

By:  _____

Chad Jackson
Vice President



QUALIFICATIONS TO PROVIDE ORGANIZATIONAL SERVICE LEVEL REVIEW CONSULTANT SERVICES

ORANGE COUNTY FIRE AUTHORITY

OCTOBER 18, 2018



WWW.CITYGATEASSOCIATES.COM

2250 EAST BIDWELL ST., STE. 100
FOLSOM, CA 95630

PHONE: (916) 458-5100
FAX: (916) 983-2090



Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Exhibit A—Letter of Transmittal	1
Exhibit B—Statement of Qualifications	4
Firm Overview	4
Team Organization and Structure	4
Relevant Service Experience	17
Exhibit C—Project Approach/Scope of Work	33
Firm Competence and Stability.....	33
Prior Fire Department Operation Assessment Experience	35
Project Delivery and Project Management Methods.....	38
Service Level Review Approach.....	39
Applied Strategic Planning Approach.....	45
Standards of Coverage Approach	48
Resources and Assistance Needed by the OCFA.....	58
Project Deliverables	58
Additional Information	59
Exhibit D—References	
Exhibit E—Pricing Page (Submitted Separately)	
Exhibit F—Offeror’s Information	
Exhibit H—Party Disclosures	
Exhibit I—W-9	
Appendix A—Project Team Resumes	



2250 East Bidwell Street, Suite 100 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

EXHIBIT A—LETTER OF TRANSMITTAL

October 18, 2018

James Aguila
Assistant Purchasing Agent
OCFA Purchasing Department
jamesaguila@ocfa.org

**RE: QUALIFICATIONS TO PROVIDE ORGANIZATIONAL SERVICE LEVEL REVIEW
CONSULTANT SERVICES FOR THE ORANGE COUNTY FIRE AUTHORITY**

Dear Mr. Aguila:

Citygate Associates, LLC (Citygate) is pleased to present our qualifications to provide organizational service level review consultant services for the Orange County Fire Authority (OCFA). This introductory letter provides all information requested in the OCFA's Request for Qualifications, and explains why Citygate is the most experienced fire and emergency medical services consultancy in the Western U.S., period.

FIRM CONTACT INFORMATION

Citygate Associates, LLC is located at 2250 East Bidwell Street, Suite 100, Folsom, California 95630.

The primary contact person for this project is Citygate's Public Safety Principal, Chief Stewart Gary. He can be reached by phone at (916) 458-5100 ext. 305 and by email at sgary@citygateassociates.com.

BRIEF STATEMENT OF QUALIFICATIONS

Our qualifications to provide the OCFA's desired consulting services are exceptional. The Citygate team has a long, successful history in the design and evaluation of fire services to bring to your service level reviews. We have an extensive background in fire and emergency services consulting best practices

"We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here."

-Former San Diego County CAO

and *strategic planning*, specifically in all of your cost center themes—applied strategic planning, executive leadership, corporate communications, business services, EMS and training, human resources, logistics, community risk reduction, dispatch, fire department deployment (Standards of Coverage), and special operations. Chief Gary and his team of subject matter specialists have performed over 300 fire service studies over the last 17 years; their deployment studies within California alone have served over 14.5 million residents. That is 39 percent of California’s population. As a result, Chief Gary’s project team is the most prolific in California, if not the Western U.S.

And, through Citygate’s “Virtual City Hall” model, we provide consulting services across the full array of local government functions, well beyond fire and emergency medical services. This model allows us to deploy consultants that are the best of the best, as our proposal will demonstrate. With our deep bench of practitioner-consultants across so many disciplines, we are able to provide the OCFA with subject matter expertise in *each* of its nine cost centers identified in the Request for Qualifications.

Our subcontractor partners are also exceptional. For deployment incident statistics and geographic information systems (GIS) mapping our longtime business partners have been Animated Data and TriTech (formerly The Omega Group). They perform advanced statistical and GIS modeling that consistently exceeds our clients’ expectations. And for the OCFA’s Emergency Command Center dispatching and other technology needs, we are utilizing Mission Critical Partners (MCP). MCP not only has all the skill sets necessary, but a *large agency diverse practice set* that allows MCP to be on the leading edge.

In terms of our recent related project experience, Citygate has executed many of the largest fire and EMS deployment studies we know of, including for the counties of Los Angeles, San Diego, Santa Clara, Santa Barbara, Alameda, and San Mateo, as well as the cities of Oakland, San Diego, San Jose, Sacramento, Stockton, the Sacramento Metropolitan Fire District, and the Ports of Long Beach and Los Angeles.

Within Orange County alone, we have performed fire and EMS studies for the cities of Anaheim, Brea, Buena Park, Costa Mesa, Fullerton, Huntington Beach, La Habra, Orange, Placentia, and Yorba Linda. These projects have enabled Citygate to develop a nuanced understanding of deployment fact patterns and issues in Orange County. Our recent studies have covered every line of business provided by the OCFA, which is clearly demonstrated in our proposal.

Why is this experience critical? The OCFA is hiring outside help to utilize experienced consultants that know how to uncover tough issues and how to work them to successful closure. We know the approaches needed and, as importantly, how to effectively communicate the results to the project’s stakeholders.

BRIEF STATEMENT OF SERVICES TO BE PROVIDED

Citygate understands that the OCFA desires a consultant to provide as-needed organizational service level reviews of operations (including support functions) for its major cost centers. Each service level review will evaluate, at a forensic, data-driven level, the operational performance of the cost center, not just compared to national and Citygate team best practices, but to the needs of the OCFA, its employees, and its agency customers.

Each review will be a stand-alone assessment report (in a standardized format), that will cover the elements assessed, the operational metrics, and describe successes and weak points. Each review will deliver finding of fact, actionable recommendations, and ongoing needed process oversight metrics. The recommendations and operational metrics will be fed into the capstone Applied Strategic Planning effort. This is where the term “applied” is so valuable, in that the results of each service level review will be applied and tailored to the needs of each set of stakeholders with operational metrics to drive decision making and quality assurance oversight by both executive management and the Board of Directors.

STATEMENT OF PROPOSAL VALIDITY

Citygate’s proposal will remain valid for 180 days from the date proposals are due.

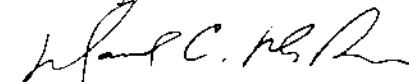
* * *

Citygate believes that, upon the OCFA’s review of our proposal and unique qualifications, it will find that Citygate’s team of multi-disciplinary consultants, who have a history of working together, will exceed the OCFA’s expectations! On this basis, we enthusiastically look forward to working with the OCFA to address your fire and EMS consulting needs.

Citygate acknowledges receipt of answers to questions provided through the PlanetBids system.

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please direct all correspondence and other contacts to me during the selection process, and feel free to contact me at (916) 458-5100, extension 101 or via e-mail at ddeeroos@citygateassociates.com if you wish further information.

Sincerely,



David C. DeRoos, MPA, CMC, President

EXHIBIT B—STATEMENT OF QUALIFICATIONS

FIRM OVERVIEW

Provide an overview of the firm, including information regarding the size of the firm, location, major services provided, years in business, and the approach that will be used in meeting the needs of the OCFA.

Firm Information



Citygate Associates, LLC, founded in 1990, is dedicated to assisting public sector agencies with improving services. Citygate’s Public Safety Services practice area conducts performance audits, organizational efficiency studies, deployment and station location analyses, master and strategic plans, risk assessment studies, consolidation feasibility analyses, staffing studies, and GIS for cities, counties, and districts throughout the United States. With our

headquarters office in Folsom, California, Citygate conducts an average of 20 to 40 specialized projects at a time across the Western United States.

Citygate predominantly hires consultants who have greater than 25 years of executive public sector experience and a master- or doctoral-level degree. The firm presently has over 30 persons on its payroll.

For more general information on Citygate’s other public sector general management services, please visit www.citygateassociates.com.

Approach Used to Meet OCFA’s Needs

Through Citygate’s “Virtual City Hall” model, we provide consulting services across the full array of local government functions, well beyond fire and emergency medical services. With our deep bench of practitioner-consultants across so many disciplines, we are able to provide the OCFA with subject matter expertise in *each* of its nine cost centers / themes identified in the Request for Qualifications (RFQual). This expertise is reflected in Citygate’s Project Team Expertise Matrix presented on page 16, and ensures the OCFA that we can perform assessments for each of its cost centers.

TEAM ORGANIZATION AND STRUCTURE

Provide an organization chart detailing the proposed project team and its structure. Also provide a list of proposed subconsultants, if any, their office locations, and work proposed to be performed.

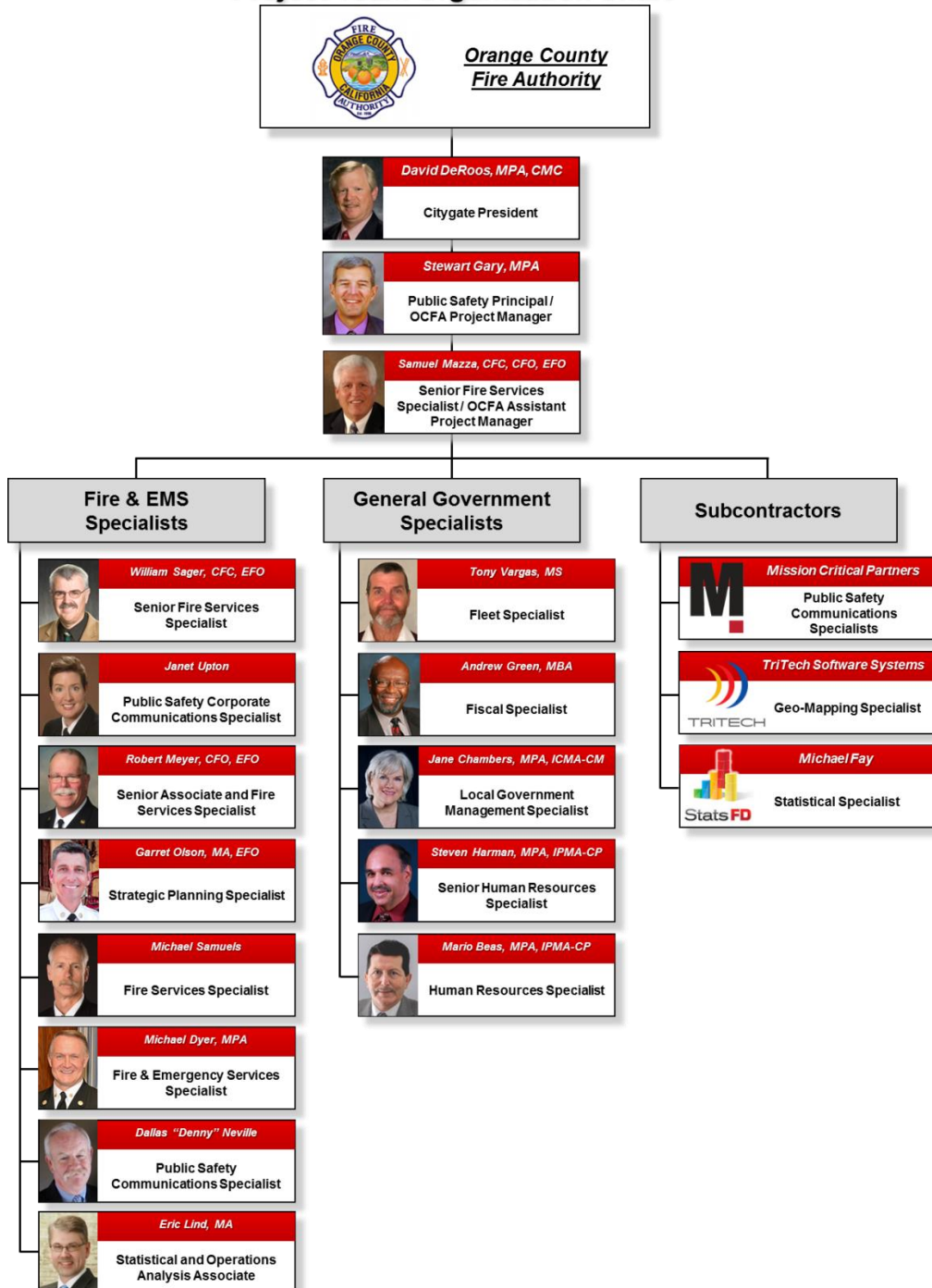
Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Organization Chart

Citygate's Project Team organization is presented below, grouping Citygate's fire and EMS specialists, general government specialists (including the disciplines of fleet, finance, local government management, and human resources), and three subcontractors.

Project Team Organization Chart



Proposed Project Manager

Identify the proposed project manager, technical qualifications, and experience managing projects (discuss type, scope, and complexity). Provide a brief resume for this individual, citing their qualifications and professional experience relevant to the proposed service.

Chief Stewart Gary, MPA, Public Safety Principal / OCFA Project Manager

Area(s) of specialty for OCFA: Executive Leadership Team, EMS & Training, and Standards of Coverage



Chief Gary is the Public Safety Principal for Citygate Associates and is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. In 1996, he successfully designed and led the implementation of the Livermore-Pleasanton Fire Department consolidation. For many years, he was the lead instructor and program content developer for the Standards of Coverage process and annually taught a 40-hour course on this systems approach for fire deployment at the California Fire Academy. He consults on all aspects of fire and EMS services design, planning, and performance auditing. Over the last 15 years, he has performed over 300 studies for clients of all sizes and projects of all complexities, such as the counties of San Diego and Los Angeles (Fire EMS Bureau), the cities of San Jose and San Diego, and one-station rural districts.

Chief Gary has excellent problem solving and facilitation skills having used planning, team building, culture development, and process re-design tools to successfully design, lead, and manage the California League of Cities Helen Putnam award-winning Livermore-Pleasanton Fire Department Consolidation. He also served his community of Livermore as a School Board and then City Council member for eight years, and is a long-time Rotarian.

Key Team Members

Identify the key members of the team who will be responsible for this project and the duties they will perform. Provide brief resumes for these individuals citing their qualifications and professional experience relevant to the proposed service.

Chief Samuel Mazza, CFC, CFO, EFO, Senior Fire Services Specialist / OCFA Assistant Project Manager

Area(s) of specialty for OCFA: Community Risk Reduction and Strategic Planning



Chief Mazza is a Senior Fire and Emergency Services Specialist with over 40 years of fire service experience. He is the retired Fire Chief of the City of Monterey, California, where he oversaw a successful consolidation of fire services with the City of Pacific Grove. Prior to his service with Monterey, Chief Mazza spent over 30 years with CAL FIRE in numerous assignments spanning state, county, and special district services. He has extensive collaborative and command experience, including appointment as the Incident Commander of a statewide Type-1 Incident Command Team. Chief Mazza is a California state Certified Fire Chief, CPSE Chief Fire Officer, Executive Fire Officer, and National Fire Academy instructor. He has performed many community risk assessments for Citygate and assists with strategic planning.

Chief William Sager, CFC, EFO, Senior Fire Services Specialist

Area(s) of specialty for OCFA: Logistics



Chief Sager, Citygate's Senior Fire Services Specialist, has more than 40 years in the fire service. With Citygate he has worked on over fifty strategic/master plans, organizational analyses, deployment studies, and training projects. Chief Sager's last assignment with CAL FIRE was as the Butte Unit Chief, and the Butte County Fire Chief. Chief Sager is a nationally recognized course developer and instructor in leadership, organizational development and management courses.

He was the editorial consultant for Blueprint 2020, the Office of State Fire Marshal's new statewide training plan for the California Fire Service (this plan is downloadable <http://osfm.fire.ca.gov/training/pdf/BP2020finaldraft0108.pdf>). He has led additional strategic planning projects for the Beverly Hills Fire Department, Corona Fire Department, and Los Angeles Regional Fire Chiefs Training Plan, to name several.

During his CAL FIRE career, he worked at all levels in two units and a region office; he participated in numerous personnel and finance projects, including chairing a streamlining task force on the "Changing Face of CDF." He also was a CAL FIRE Type 1 Team Incident

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Commander. He is a Certified Fire Chief, and in 2003 he was designated a Chief Fire Officer. Chief Sager retired from CAL FIRE in 2003.

Janet Upton, Public Safety Corporate Communications Specialist

Area(s) of specialty for OCFA: Executive Leadership Team and Corporate Communications



Ms. Upton has over 31 years of local and state fire service experience, including a decade as a member of the command staff for CAL FIRE's Incident Management Team 5. She also has nearly a decade of experience serving on CAL FIRE's executive team as an appointee of two governors. Her duties as a chief officer included the development and oversight of the crisis communications, public information and public education programs for one of the largest fire departments in the United States. Ms. Upton holds a bachelor's degree and State of California Multiple Subjects Teaching Credential from CSU, Chico and is an alumna of the National Fire Academy. She is active in her community, volunteering her time in the areas of children's health, animal rescue, and arts/culture.

Chief Robert Meyer, CFO, EFO, Senior Associate and Fire Services Specialist

Area(s) of specialty for OCFA: Community Risk Reduction



Chief Meyer has over 20 years of public fire protection experience. He recently retired as Fire Chief for the City of SeaTac, Washington, where he was responsible for leading a Fire Department of 53 employees serving a diverse community with a daily population of 96,000 out of three fully staffed fire stations providing fire services, EMS, and technical rescue services. Prior to joining the SeaTac Fire Department in 2000, he served as the Division Chief for the Santa Maria Fire Department, Senior Code Enforcement Officer for the City of West Hollywood, and Battalion Chief for the San Clemente Fire Department. Chief Meyer is a Certified Chief Fire Officer and has been a Peer Assessor / Team Leader for Commission on Fire Accreditation International for over 15 years. He also helped write the 8th Edition of the Fire and Emergency Service Self-Assessment Manual. He has performed many community risk assessments for Citygate.

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Chief Garret Olson, MA, EFO, Strategic Planning Specialist

Area(s) of specialty for OCFA: Operations – Special Operations and Strategic Planning



Chief Olson, a second-generation Firefighter and Fire Chief, began his fire service career in 1988 as a paid-call firefighter with the Fire Department in Orange County, California.

In 1990, Chief Olson was hired as a 9 1 1 dispatcher for the Fire Department in Long Beach, California. He joined the Fire Department in Mesa, Arizona, later that same year and held the positions of Firefighter, Fire Engineer, Fire Captain, Battalion Chief, and Deputy Fire Chief. He was a certified Paramedic and Technical Rescue Technician.

In 2001, Chief Olson was deployed to New York City to assist with recovery from the September 11 terrorist attacks, serving as the government liaison between the City and the American Red Cross. In 2004, Chief Olson was recruited to join the City of Scottsdale, Arizona, in building its new municipal fire department. He served as Deputy Chief of Training and Special Operations and the Deputy Chief of Field Operations before being promoted to Fire Chief in 2011. During his tenure as Fire Chief, Chief Olson was proud to lead efforts to initiate changes in Department staffing and deployment, strategic planning, organizational culture, and the Department's community-focused mission.

In 2012, Chief Olson returned to his home state of California to become the first ever Deputy Chief in the long-established San Luis Obispo City Fire Department. For the previous 138 years, San Luis Obispo City Fire did not have a second-in-command to the Fire Chief. Bringing this new position to life in a Department steeped with tradition was an exciting opportunity. In 2013, Olson was then selected to lead the San Luis Obispo City Fire Department as its Fire Chief.

Chief Michael Samuels, Fire Services Specialist

Area(s) of specialty for OCFA: EMS & Training and Operations – Special Operations



With over 32 years of experience in the fire service Chief Samuels' experience is varied and vast. He has an extensive background in both line and management functions. During the course of Chief Samuels' career, he has served at every rank in the Corona Fire Department from Firefighter, Engineer, Captain, Battalion Chief, and Deputy Chief. As a line officer he has had the opportunity to respond to many incidents where he has operated at both a tactical and strategic level. As a staff officer he has served as the Emergency Medical Services Chief and Deputy Fire Chief. His staff experience includes management of the budget process, discipline and labor relations, and oversight of the Training Division, EMS Division, Facilities, Communications, and Fleet.

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Chief Michael Dyer, MPA, Fire & Emergency Services Specialist

Area(s) of specialty for OCFA: Executive Leadership Team, Logistics, and Emergency Command Center



Fire Chief Michael W. Dyer began his public safety career over 36 years ago. This career has taken him through various assignments that afforded him the opportunity to gain invaluable experience in many different disciplines, either as a direct participant, supervisor, or manager.

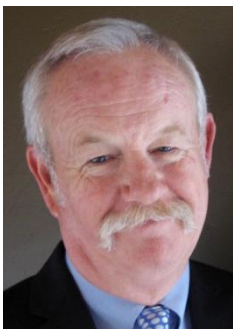
Chief Dyer has served as an Ocean Lifeguard Specialist, Firefighter, Firefighter Paramedic, Firefighter Specialist, Fire Captain, Battalion Chief, Assistant Fire Chief, Deputy Chief, and Chief Deputy in the Los Angeles County Fire Department, and is the retired Fire Chief of the Santa Barbara County Fire Department. Chief Dyer previously held the #2 ranking position in the Los Angeles County Fire Department.

Chief Dyer holds a Bachelor's Degree in Physical Education and a Master's Degree in Public Administration from California State University, Northridge. Chief Dyer recently completed the Executive Leadership Program at the Naval Postgraduate School. In addition to his formal education, he is also certified as a Hazardous Materials Specialist, Paramedic, and achieved the certification of Fire Chief from the California State Fire Marshal.

Chief Dyer recently served on several state wide committees. He served on the California Joint Apprenticeship Management Board, Chair of CALFIRE Contract Counties, and the Chair of the FIRESCOPE Board of Directors.

Dallas "Denny" Neville, Public Safety Communications Specialist

Area(s) of specialty for OCFA: Emergency Command Center



Mr. Neville is a Retired Deputy Fire Chief, with over 40 years of service in California. He has served as Interim Fire Chief, Director at two large joint-dispatch facilities, and provided dispatch-oriented consulting services to several agencies, large and small. During his career in the fire service he served on two California Type I Incident Management Teams, served as Fire Marshal, Operations Chief, and has also served in career fire departments, all volunteer and combination paid/volunteer agencies. Mr. Neville is a member of Associated Public-Safety Communications Officials (APCO) and serves on its Emerging Technologies workgroup.

He performed an important role in the design of the San Diego County Regional Communications System's trunked radio project. He served on that project's Steering Committee during construction and rollout, which dealt with issues for all participating disciplines, including

private ambulance providers and base station hospitals, and then served as an alternate Board Member on the RCS Board of Directors. In addition, Mr. Neville has successfully served as Interim Director of Heartland Communications Facility Authority and as Administrator for North County Dispatch JPA. He was also responsible for managing two consecutive re-writing cycles for Fire and EMS Annexes of the San Diego County Mutual Aid Plan.

In 2013, Mr. Neville was nominated for and received the San Diego County Fire Chiefs Association “Maltese Award” for his dedicated efforts to improve communications interoperability for regional First Responders.

Eric Lind, MA, Statistical and Operations Analysis Associate

Area(s) of specialty for OCFA: Standards of Coverage



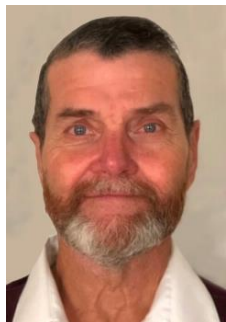
Eric’s 18 years’ experience spans several industries, including 2 years in municipal government as a performance improvement analyst. His municipal government experience has largely focused on public safety performance improvement projects. He has developed baseline system-wide EMS response time capability and testing alternative models, reviewed MPDS systems and dispatch priorities for EMS systems, and improved Fire/EMS dispatch process flow. He has also performed a fire facilities location study, alternative fire service delivery modeling, and an administrative performance assessment of civilian police staff.

Mr. Lind has used performance improvement and business transformation techniques throughout his career across the globe. He is skilled with developing and conducting statistical research to answer operations questions. He is equally comfortable with survey research. Mr. Lind has two published survey research papers, including one he developed for Rotary International.

Mr. Lind is a Lean Six Sigma Certified Black Belt and has a bachelor’s degree and two master’s degrees in international business, with both master’s degrees from different countries.

Tony Vargas, MS, Fleet Specialist

Area(s) of specialty for OCFA: Logistics



Mr. Vargas has over 25 years of experience in public works and fleet management. He is the former longtime Fleet Manager for the City of Sunnyvale, where he planned, organized, and supervised fleet management operations for all City departments and programs, and performed a variety of technical tasks relative to transportation administration. He has also served as the Fleet Superintendent for the City of Fremont, the Fleet Manager for the Stanislaus County, and the Public Works Site Program Manager as well as Transportation Services Director for the Navy’s Public Works in San

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Francisco Bay. Mr. Vargas' professional affiliations include the National Association of Fleet Administrators, the California County Fleet Manager's Association, and the Public Fleet Supervisors Association, where he served as Vice President. He has a bachelor's degree in business management and master's degree in human resources management and development.

Andrew Green, MBA, Fiscal Specialist

Area(s) of specialty for OCFA: Business Services



Mr. Green has over 35 years of experience in all aspects of municipal finance, including as a professional manager. Mr. Green recently performed a fiscal audit of the County of Maui's Fire and Public Safety Department to provide the County with recommendations to improve operational effectiveness, as well as fiscal efficiency. He has had primary responsibility for the development and monitoring of citywide budgets for four municipalities, with total budgets ranging from \$70 million to \$680 million. He developed and fine-tuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a \$10 million General Fund operating deficit to a \$5 million General Fund operating surplus. Mr. Green also has a Master of Business Administration degree with honors.

Jane Chambers, MPA, ICMA-CM, Local Government Management Specialist

Area(s) of specialty for OCFA: Business Services and Human Resources



Ms. Chambers is a Senior Associate with Citygate Associates. Ms. Chambers' 25 years in local government includes executive leadership as a City Manager, Assistant City Manager, Public Works Director, and Human Resources Director in full-service urban and suburban communities (Burbank, CA; Daly City, CA; San Bruno, CA; and Burnsville, MN).

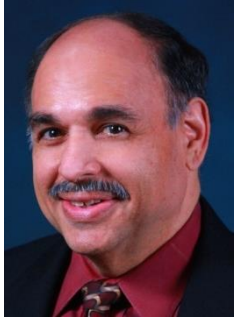
Ms. Chambers served as Ukiah, CA City Manager for seven years, retiring in June 2015, and then served as Interim Assistant City Manager for the City of Sunnyvale, CA, and has recently again provided interim support to the City Manager's office in Sunnyvale during its permanent Deputy City Manager search process. Throughout her career, Ms. Chambers successfully implemented strategic realignment of service delivery systems, including financial resources, to achieve improved and sustainable programs for citizens.

Ms. Chambers has expertise assisting elected officials, city staff, and community stakeholders identify and achieve desired goals in complex financial and operational environments, as well as operational and service delivery experience in economic and community development, housing, human resources, parks and recreation, public works, water, sewer, and solid waste. Ms.

Chambers is an ICMA Retired Credentialed Manager, having earned and maintained this recognition annually for more than a decade, and earned a master's of Public Administration Degree from UCLA, and an undergraduate degree in Political Science from California State University, Northridge.

Steven Harman, MPA, IPMA-CP, Senior Human Resources Specialist

Area(s) of specialty for OCFA: Human Resources



Mr. Steven Harman is an experienced and acknowledged leader in the public sector human resource management community, and retired as the Director of Human Resources in the City of Livermore. He has more than thirty-two years of personnel management experience covering the full array of management functions including recruitment and selection, classification and compensation, training and development, policy and procedure development and other related areas. Mr. Harman has extensive experience in providing human resource management services for fire departments. He is a certified expert witness in California and Federal Courts in matters pertaining to employment discrimination and wrongful termination. Mr. Harman has assisted Chief Gary with many large fire and EMS reviews, including for Los Angeles County and the City of San Jose.

Mario Beas, MPA, IPMA-CP, Human Resources Specialist

Area(s) of specialty for OCFA: Human Resources



Mr. Beas has 34 years of municipal human resources experience, including 28 years of human resource management experience. Prior to his retirement in 2013, he served for 17 years as the Executive Director for the City of Long Beach, CA Civil Service Department. He also worked in two other leadership positions for the City of Long Beach—Recruitment Officer and Deputy Director. In addition, he worked as the Director of Personnel for the City of Monterey Park. Mr. Beas has extensive experience in recruitment, employee selection processes, program development, and training. Throughout his career, Mr. Beas has developed and implemented innovative ideas to enhance diversity in selection processes, streamline operations to improve efficiency, and trained staff at all levels in human resources topics. After retirement, Mr. Beas worked as interim Director of Human Resources for the City of Compton and the City of Commerce. Throughout his career and while retired he served as a consultant to multiple public agencies and organizations.

While working, Mr. Beas was active in the profession. He served as President on the Board of Directors of the Western Region International Public Management Association-Human Resources (WRIPMA-HR). He was also a board member, and President of the South California Public Management Association-Human Resources (SCPMA-HR), of which he was honored

with a Lifetime Membership. He holds an IPMA-CP, a professional certification offered to successful public sector human resource professionals. Mr. Beas earned a Bachelor of Arts degree in Political Science from UC Davis and a Master's degree in Public Administration from CSU Long Beach.

Citygate Oversight and Support Staff

Citygate's highly capable staff, including Citygate's founder and President, David DeRoos, along with project report administration, finance, and administrative assistance, will provide oversight and support for each project. David DeRoos' biography is shown below:

David C. DeRoos, MPA, CMC, Citygate President



Mr. DeRoos has over 30 years of experience as a consultant to local government, preceded by five years as an assistant to the City Administrator. He earned his undergraduate degree in political science / public service (Phi Beta Kappa) from the University of California at Davis and holds a Master of Public Administration degree from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the local government consulting division of Ernst & Young.

List of Proposed Subconsultants/Locations

Mission Critical Partners, Public Safety Communications Specialists

Area(s) of specialty for OCFA: Logistics and Emergency Command Center



Mission Critical Partners (MCP) is a professional services firm that helps public safety clients enhance and evolve their mission critical systems and operations. Through MCP's breadth and depth of experience and an extensive network of resources, MCP offers unique, vendor-independent and successful solutions that solve its clients' complex challenges. MCP's planning, implementation, and lifecycle management services span all aspects of mission critical communications, while its expertise covers everything from radio to broadband, networks and 9-1-1, and facilities and operations. MCP provides confidence and support every step of the way, from design and procurement to building and management. The result is a high-performing public safety system that achieves maximum value and optimal efficiency.

With MCP, the proof is in the numbers:


- ◆ Of MCP's more than 105 specialized professionals, six reside in California and are dedicated to serving its California-based public safety clients.
- ◆ MCP has worked in more than 38 states across the U.S. including California and the neighboring states of Arizona, Oregon, Washington, and Utah.

- ◆ Since MCP's inception in 2009, MCP has completed nearly 600 public safety communications projects.
- ◆ MCP has worked in nearly 50 percent of the nation's top 50 largest Metropolitan Statistical Areas (MSAs).
- ◆ MCP offers a streamlined procurement process through its California Multiple Award Schedule (CMAS) Contract #3-13-70-3020A, Supplement No. 3.
- ◆ MCP's technology procurement efforts help its clients realize major cost savings – and typically cover its fee and/or save clients upwards of 10–30 percent depending on the type of project.

Location: MCP's corporate headquarters is located in Port Matilda, PA, with offices throughout the country including Rancho Santa Margarita, CA.

TriTech Software Systems, Geo-Mapping Specialist

Area(s) of specialty for OCFA: Standards of Coverage




TRITECH software that covers every facet within the incident-response workflow, including 9-1-1, computer-aided dispatch, field-based reporting, records management, jail management, analytics and intelligence, patient care reporting, and ambulance billing software. Providing customers with unmatched satisfaction levels and delivering innovative solutions has made TriTech the most trusted partner in public safety software.

TriTech (formerly The Omega Group) has assisted Citygate for over 10 years.

Location: TriTech is located in San Diego, CA.

Michael D. Fay (Animated Data), Statistical Specialist

Area(s) of specialty for OCFA: Standards of Coverage



StatsFD

Mr. Fay has assisted Citygate with deployment studies for over 10 years. He has over 30 years' experience and has served as a firefighter, EMS director, educator, consultant, and publisher. As President of Animated Data, Inc., he is the designer and publisher of StatsFD, formerly NFIRS 5 Alive. Using standard NFIRS 5 datasets, StatsFD quickly performs diagnostic analysis of fire department operations.

Location: Animated Data is located in Florida.

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Project Team Expertise Matrix

The following Project Team Expertise Matrix illustrates the consultants that would perform assessments of each cost center based on their expertise. We also identify Standards of Coverage and strategic planning expertise, as those are essential consulting disciplines identified in the OCFA's RFQual.

Project Team Expertise Matrix

Consultant	Executive Leadership Team	Corporate Communications	Business Services	EMS & Training	Human Resources	Logistics	Community Risk Reduction	Emergency Command Center	Operations – Special Operations	Standards of Coverage	Strategic Planning
Stewart Gary (Project Manager)	✓			✓						✓	
Samuel Mazza (Assistant Project Manager)							✓				✓
William Sager						✓					
Janet Upton	✓	✓									
Robert Meyer							✓				
Garret Olson									✓		✓
Michael Samuels				✓					✓		
Michael Dyer	✓					✓		✓			
Denny Neville								✓			
Eric Lind										✓	
Tony Vargas						✓					
Andrew Green			✓								
Jane Chambers			✓		✓						
Steven Harman					✓						
Mario Beas					✓						
Mission Critical Partners (Subconsultant)						✓		✓			
TriTech Software Systems (Subconsultant)										✓	
Animated Data (Subconsultant)										✓	

RELEVANT SERVICE EXPERIENCE

Firm Areas of Expertise

Use this section to indicate the areas of expertise of your firm and how that expertise will benefit OCFA.

The Citygate team has a long, successful history in the design and evaluation of fire services to bring to the OCFA's service level reviews. We have an extensive background in fire and emergency services consulting, specifically in fire department deployment (SOC), applied strategic planning, executive leadership, corporate communications, business services, EMS and training, human resources, logistics, community risk reduction, dispatch, and special operations. Our experience in each of these fire and EMS disciplines is represented by our Project Team Expertise Matrix (page 16) and Recent Client Experience Matrix (page 20), showing expertise and consulting experience in each discipline.

As the OCFA will learn from our references, Citygate has an outstanding track record with our clients. We strongly encourage the OCFA to call our key project references—they are *golden*. As the County of San Diego former CAO stated: *"We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here."* (Watch the video clip at this link: www.citygateassociates.com/sdcountyvideo)

This is not an isolated comment by one client, rather it is the rule. Time after time our clients say at the end of public presentations, "this was the best report/study on fire services we have ever received and now we finally understand the issues and choices..." Our studies have always been accepted by both labor and management as being an accurate representation of the factual issues and policy choices available within best practices and local resources.

In addition, Citygate is the leader in fire department Standards of Coverage (SOC) and headquarters staffing needs analysis methodology. Team members on our proposed Project Team literally wrote the book on SOC, and Citygate is the first consultancy in the nation to utilize traffic congestion data to model rush hour impacts on fire apparatus travel times.

Citygate's ability to help fire departments quantitatively improve service delivery is also evidenced by Citygate's Fast Response Squad (FRS) innovation for the City of San Diego. In a situation hindered by fiscal constraints and difficult-to-serve areas, the interim approach developed by team members assigned to this project is reported to have improved response times by 30 percent in a recent pilot program, urging the Mayor and community to expand the effective, innovative effort.

Citygate's methodology leadership is not limited to deployment; our fiscal and alternative service delivery acumen is also unparalleled. Citygate is the most relied upon firm to assist with fire department consolidation and Joint Powers Authority (JPA) feasibility that we know of; Citygate has conducted more than 35 such assessments. Citygate has assessed the feasibility of a police/fire JPA, the first JPA of its kind, and Citygate's Public Safety Principal, Chief Stewart Gary, was awarded the Helen Putnam Award of Excellence and Innovation by the League

of California Cities for his successful consolidation of the Livermore and Pleasanton Fire Departments. More information regarding this prestigious honor for innovation can be found here: <http://www.helenputnam.org>.

In addition, Citygate's understanding of the emerging fiscal complications in pre-hospital ambulance billing collection rates is unmatched. Citygate has been increasingly relied upon to untangle and even rewrite billing and fiscal issues in government ambulance contracts due to the emerging impacts of the Patient Protection and Affordable Care Act. Counties such as Monterey, Alameda, and Contra Costa, as well as the City of San Diego, have all turned to Citygate to assist with these urgent new matters, and the California Emergency Medical Services Administrators Association asked Chief Gary to present on them.

All of this means that if the OCFA selects Citygate for service level reviews, it can be confident that the service delivery findings and recommendations it receives will be thoughtful and leading edge and will achieve quantitative results.

Citygate also believes in using the best consulting specialists available. Veteran senior public managers are not always technical experts in every area. This is where our "Virtual City Hall" model allows us to deploy the best of the best. For deployment incident statistics and GIS mapping our long time business partners have been Animated Data and TriTech (formerly the Omega Group). They perform advanced statistical and geographic modeling that consistently exceeds our clients' expectations.

And for OCFA's Emergency Command Center dispatching and other technology needs, we are utilizing Mission Critical Partners (MCP). MCP not only has all the necessary skill sets, but a *large agency diverse practice set* that allows MCP to be on the leading edge, which when

"I was impressed with (the maps') ability to analytically allow us to use this information as a tool to focus on specific geographic areas and risk categories, giving us the opportunity to reduce or better prepare residents for emergencies in specific targeted areas."

Harold Schapelhouman, Fire Chief
Menlo Park Fire Protection District

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

combined with Citygate's California experienced Chief Officers, can review any and all ECC issues compared to best practices and emerging technologies.

Citygate's capability is also not limited to easy, routine projects. Citygate has broad experience with the service delivery challenges across numerous fact patterns and regulatory environments. For example, Citygate recently performed a performance and fiscal audit of the Department of Fire and Public Safety in Maui, Hawaii. This study was specifically designed to analyze the County's current budgeted resource capacity and the utilization and allocation of those resources. We also conducted a fiscal audit of the Port of Los Angeles Fire Service charges from the City of Los Angeles Fire Department which, in terms of total fire service cost, was \$24 million dollars.

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

List of Similar Projects Performed

This section should identify a list of similar projects that the firm has recently completed for comparable agencies. Projects listed in this section of the statement of qualifications should address the firm's specific experience and explain how it is applicable to the types of work described in this solicitation. For each project listed, include the client's name, date range of the work performed, client references and specific details of the firm's participation along with individual responsibilities on the project.

The following matrix lists a variety of Citygate's related projects, demonstrating how each project is applicable to OCFA's desired service level reviews. Following this matrix, each project is described in the detailed format required by the RFQual.

Recent Client Experience Matrix

Agency and Project Title	Executive Leadership Team	Corporate Communications	Business Services	EMS & Training	Human Resources	Logistics	Community Risk Reduction	Emergency Command Center	Operations – Special Operations	Standards of Coverage	Strategic Planning
Maui County, HI Performance and Fiscal Audit of the Department of Fire and Public Safety			✓			✓			✓	✓	
City of San Diego Fire Communications Center and Lifeguard Dispatch Review								✓	✓		
City of San Diego Standards of Coverage Update Analysis								✓		✓	
City of San Diego Ambulance Contract Analysis and System Re-Bid Design									✓		
Alameda County Health Care Services Agency EMS System Consultation Services				✓		✓			✓	✓	
Alameda County Standards of Coverage Analysis							✓		✓	✓	
City of San Jose Fire Department Organizational Review	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
City of Sacramento Standards of Coverage Study							✓		✓	✓	
Chino Valley Fire Protection District Standards of Coverage Assessment and Master Plan Update	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Los Angeles County Fire and EMS Emergency Medical Services Organizational and Operational Review	✓	✓	✓	✓	✓	✓					✓
Stanford University Fire Services System Review Consulting Services			✓				✓		✓	✓	

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency and Project Title	Executive Leadership Team	Corporate Communications	Business Services	EMS & Training	Human Resources	Logistics	Community Risk Reduction	Emergency Command Center	Operations – Special Operations	Standards of Coverage	Strategic Planning
Cosumnes CSD Standards of Coverage and Headquarters Staffing Needs Study and Strategic Plan	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Cosumnes CSD Comprehensive Master Plans for Fire Prevention, Training, and Emergency Medical Services Functions				✓			✓				✓
Heartland Communications Facility Authority Dispatch Shared Services Analysis			✓			✓		✓			
Ventura County Fire Protection District Regional Fire Services Standards of Coverage Analysis				✓			✓		✓	✓	
City of Orange Headquarters and Support Functions Review and Strategic Plan	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Sacramento Metropolitan Fire District Standards of Coverage Study and a Services Reduction (Brownout) Study							✓		✓	✓	
Port of Corpus Christi, TX Marine Firefighting Risk and Response Assets Analysis									✓		
Cities of Newark and Union City Fire Services Alternatives Study	✓	✓	✓	✓	✓	✓	✓		✓	✓	
City of San Bernardino Fire Department Deployment Study							✓		✓	✓	
Cities of Hesperia, Adelanto, and Victorville and Town of Apple Valley Public Safety JPA Feasibility Study	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
City of Glendale, AZ Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments							✓	✓		✓	
Port of Los Angeles Performance Audit of the City of Los Angeles' Fire Services Provided by Its Fire Department to Its Harbor Department			✓								
Port of Long Beach Firefighting Assets Multi-Hazard Risk Assessment Study Professional Services			✓			✓	✓		✓	✓	
Port of Los Angeles and Port of Long Beach Marine and Specialty Fire Services Assessment Study			✓			✓	✓		✓	✓	
Multiple Fire Services Merger and Divorce Studies	✓	✓	✓	✓	✓	✓	✓		✓	✓	

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

The following projects are presented in the same order as the preceding matrix. Most of these projects were completed within the past five years. Other older projects are included because of their applicability to the OCFA's desired service level review. All of the information requested in the RFQual is provided for each project. For "Individual Responsibilities" for each project, we only identify members of the proposed OCFA Project Team that worked on each previous project. Reference information is provided where possible.

Additionally, as requested, sample Final Reports for several of these projects are provided at this link: www.citygateassociates.com/ocfa

Agency	Maui County, HI
Project Title	Performance and Fiscal Audit of the Department of Fire and Public Safety
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	October 2017 – March 2018
Project Details	This study was specifically designed to analyze the County's current budgeted resource capacity and the utilization and allocation of those resources, and it provided recommendations for resource utility to ensure the County has the right resources performing the right services to allow the County to effectively achieve its strategic objective of providing a safe community for its residents.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Andrew Green – Fiscal Specialist Sam Mazza – Senior Fire Services Specialist Steve Harman – Senior Human Resources Specialist
Reference Contact	Traci N. T. Fujita, Esq., Legislative Attorney, Office of Council Services, Traci.fujita@mauicounty.us , (808) 270-7687

Agency	City of San Diego Fire-Rescue Department, CA
Project Title	Fire Communications Center and Lifeguard Dispatch Review
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	March 2016 – May 2017
Project Details	Citygate performed a fire dispatch merger feasibility study for the San Diego Fire-Rescue Department with the Heartland Communications Facility Authority and North County Dispatch Joint Powers Authority, along with a parallel feasibility study of merging lifeguard dispatch with San Diego Fire Dispatch.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Dallas Neville – Public Safety Communications Specialist Steve Harman – Senior Human Resources Specialist Michael Dyer – Fire Service Specialist
Reference Contact	Kevin Ester, Assistant Fire Chief, KEster@sandiego.gov , (619) 533-4302

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	City of San Diego Fire-Rescue Department, CA
Project Title	Standards of Coverage Update Analysis
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	March 2016 – April 2017
Project Details	Citygate performed a Standards of Coverage update analysis based on our 2010 study for the San Diego Fire-Rescue Department, including a comprehensive assessment of the Department's deployment fact-pattern in light of changes over the prior six years.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Senior Fire Services Specialist Michael Fay – Statistical Analysis
Reference Contact	Kevin Ester, San Diego Fire Chief, KEster@sandiego.gov , (619) 533-4302

Agency	City of San Diego Fire-Rescue Department, CA
Project Title	Ambulance Contract Analysis and System Re-Bid Design
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	July 2017 – Present
Project Details	Citygate is performing an ambulance services contract analysis for the City of San Diego Fire-Rescue Department. This study includes a peer review of existing deployment and compliance measures and methods, a review of the ambulance provider's plan for improving response time performance, and the negotiation of a system stabilization contract amendment on behalf of the City. Further work is continuing as Citygate helps co-design a Request for Proposal to successfully re-bid the system.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Eric Lind – Statistical and Operations Analysis Associate Michael Fay – Statistical Analysis TriTech – GIS Specialist
Reference Contact	Kevin Ester, San Diego Fire Chief, KEster@sandiego.gov , (619) 533-4302

Agency	Alameda County Health Care Services Agency, CA
Project Title	EMS System Consultation Services
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	June 2015 – Present
Project Details	Citygate was selected by the Alameda County Health Care Services Agency (HCSA) to perform an operational and economic analysis, request for proposal design, and bid review. This review is to determine the financial viability of the system and the system efficacy in terms of deployment, and then help the County HCSA develop a request for proposal and vendor selection tools for the provision of emergency medical services to aid the County in its selection of the next County EMS vendor.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Steve Harman – Senior Human Resources Specialist Eric Lind – Statistical and Operations Analysis Associate Michael Fay – Incident Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Dr. Karl Sporer, Alameda County Emergency Medical Service Agency, Karl.Sporer@acgov.org .

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	Alameda County, CA
Project Title	Standards of Coverage Analysis
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	November 2016 – January 2018
Project Details	Citygate conducted a fire services Standards of Coverage analysis for the Alameda County Fire Department. This study included reviewing the adequacy of the current fire station resource deployment system, the risks to be protected, and the emergency incident outcomes desired by the community
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Senior Fire and Emergency Services / Risk Assessment Specialist Michael Dyer – Fire Service Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	David Rocha, Fire Chief, david.rocha@acgov.org , (925) 833-3473, ext. 1110

Agency	City of Sacramento, CA
Project Title	Standards of Coverage Study
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	September 2015 – September 2016
Project Details	Citygate conducted a Standards of Coverage assessment for the City of Sacramento. Citygate produced an SOC document that is fully compliant with industry best practices in the field of deployment analysis, which the City intends to use to determine the distribution and concentration of the City's firefighting and ambulance resources.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Senior Fire Services / Risk Assessment Specialist Robert Meyer – Senior Fire Services / Risk Assessment Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Reference information no longer available.

Agency	Chino Valley Fire Protection District, CA
Project Title	Standards of Coverage Assessment and Master Plan Update
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	May 2017 – July 2018
Project Details	Citygate conducted a Standards of Coverage assessment and Master Plan update for the Chino Valley Independent Fire District in San Bernardino County, California. This project includes a comprehensive community risk assessment, Standards of Coverage analysis, fiscal and staffing analysis, and future needs assessment.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Senior Fire Services / Master Plan Specialist Jane Chambers – Senior Associate and Fiscal Specialist Dallas Neville – Public Safety Communications Specialist Robert Meyer – Senior Fire Services / Risk Assessment Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Tim Shackelford, Fire Chief, tshackelford@chofire.org , (909) 902-5260

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	Stanford University, CA
Project Title	Fire Services System Review Consulting Services
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	November 2012 – August 2018
Project Details	<p>Citygate is providing a fire services system review for Stanford University, which has occurred over many phases and has included preparation of alternative service plans, macro costs, drafting a fire services request for proposal, and drafting a cost model for the Fire Department. Stanford recently initiated a sixth phase for this project, for which it selected Citygate Associates, once again, to assist.</p> <p>Citygate recently performed an extensive fire services review for Stanford University that included identifying risks, fire prevention programs, alternative service delivery plans, and cost models. We are presently assisting Stanford with its decision-making on the provision of fire services, including assisting the University with its mediation with the City of Palo Alto, and final contract negotiations with the City.</p>
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director
Reference Contact	Laura Wilson, Police Chief, laura.wilson@stanford.edu , (650) 723-9633

Agency	Los Angeles County, CA
Project Title	Emergency Medical Services Organizational and Operational Review
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	April 2014 – October 2014
Project Details	<p>Citygate performed an expansive review of the organizational and operational components of the EMS program at the Los Angeles County Fire Department. A comprehensive strategic plan was also developed to guide the next three to six years of improvement in the Department's EMS programs and allied support structures. This study and strategic plan addressed deployment, use of resources, best practices in pre-hospital medicine, organizational and personnel practices, and the use of information technology.</p> <p>Despite challenges faced, the Department is managing and implementing the delivery of successful programs and changes recommended in Citygate's reports. Among those achievements, the Department hired a permanent Medical Director, improved relations with the EMS agency, implemented electronic patient care records, revamped the quality improvement program, completed back-logged EMS report scanning, and became the first Fire Department to go live with the implementation of the Safety Intelligence Risk Management Software tool.</p>
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Steve Harman – Senior Human Resources Specialist William Sager – Senior Fire and Emergency Services / Strategic Planning Specialist Robert Meyer – Senior Fire Services Specialist Dallas Neville – Public Safety Communications Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Daryl Osby, Fire Chief, Daryl.Osby@fire.lacounty.gov , (323) 881-2411

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	City of Glendale, AZ
Project Title	Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	August 2015 – April 2016
Project Details	Citygate performed a comprehensive deployment and performance review for the Fire and Police Departments in Glendale, Arizona. This review included a Standards of Coverage and headquarters assessment for fire services, as well as a police services analysis and an advanced data overview for both Departments. Citygate also conducted a staffing analysis.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Robert Meyer – Senior Fire Services / Risk Assessment Specialist Steve Harman – Senior Human Resources Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Terry Garrison, Fire Chief, TGarrison@GLENDALEAZ.COM , (480) 848-2499

Agency	City of San Jose, CA
Project Title	Fire Department Organizational Review
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	May 2015 – February 2016
Project Details	Citygate conducted a large organizational review of the San Jose Fire Department. This review evaluated the delivery of Fire Department services, technological improvements as they relate to Department response time performance, and increases in Department efficiencies in operations. Citygate conducted a detailed community risk assessment; a Standards of Coverage (SOC) review; an evaluation of the Department's organizational climate and structure, including an online employee survey; an EMS Program review; a review of the Communications Center; and an assessment of fiscal impacts, phasing, and possible next steps of changes recommended by Citygate. The SOC review included an analysis of the impact of traffic congestion on response times.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Senior Fire and Emergency Services / Risk Assessment Specialist William Sager – Senior Fire and Emergency Services Specialist Robert Meyer – Standards of Coverage / Risk Assessment Specialist Steve Harman – Senior Human Resources Specialist Dallas Neville – Public Safety Communications Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Robert Sapien, Assistant Fire Chief, robert.sapien@sanjoseca.gov , (408) 794-6953

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	Cosumnes Community Services District, CA
Project Title	Standards of Coverage and Headquarters Staffing Needs Study and Strategic Plan
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	September 2014 – June 2015
Project Details	Citygate completed a Standards of Coverage study, management/administrative assessment, and Strategic Plan for the Cosumnes Community Services District Fire Department. This study included all facets of an extensive Standards of Coverage and headquarters services review and an in-depth facilitation of the applied strategic planning method.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director William Sager – Senior Fire and Emergency Services / Strategic Planning Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Michael W. McLaughlin, Fire Chief, MikeMcLaughlin@csdfire.com , (916) 405-7100

Agency	Cosumnes Community Services District, CA
Project Title	Comprehensive Master Plans for Fire Prevention, Training, and Emergency Medical Services Functions
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	March 2016 – August 2017
Project Details	Citygate conducted Master Plans for the Cosumnes Fire Department's Fire Prevention, Training, and Emergency Medical Services functions, encompassing three technically distinct scopes of work and separate reports.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director William Sager – Senior Fire and Emergency Services Specialist
Reference Contact	Michael W. McLaughlin, Fire Chief, MikeMcLaughlin@csdfire.com , (916) 405-7100

Agency	Ventura County Fire Protection District, CA
Project Title	Regional Fire Services Standards of Coverage Analysis
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	March 2016 – June 2017
Project Details	Citygate performed a regional fire services Standards of Coverage analysis for the Ventura County Fire Protection District to assess all facets of the region's deployment operations.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Senior Fire Services / Risk Assessment Specialist Michael Dyer – Fire District Services Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Vaughan Miller, Deputy Fire Chief, bob.michels@ventura.org , (805) 389-9703

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	City of Orange, CA
Project Title	Headquarters and Support Functions Review and Strategic Plan
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	June 2015 – August 2016
Project Details	Citygate performed a headquarters and support functions review and strategic plan as an addendum to our 2014 Standards of Coverage plan contract for the City of Orange. The project included three steps that involved the participation and direction of the Department's senior staff. The final work product was a strategic plan to provide guidance for the Department for the next five or more years.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director William Sager – Senior Fire and Emergency Services / Strategic Planning Specialist
Reference Contact	Jack Thomas, Fire Chief, jthomas@cityoforange.org , (714) 288-2500

Agency	Sacramento Metropolitan Fire District, CA
Project Title	Standards of Coverage Study and a Services Reduction (Brownout) Study and Many Other Projects
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	2008 – 2015
Project Details	<p>The Fire/EMS Standards of Coverage study was commissioned to analyze the effectiveness of the current deployment system; evaluate the need for additional fire stations, apparatus, and crews; recommend criteria for the placement and timing of these stations; and develop the criteria for deployment reductions of three to five fire stations to meet the fiscal needs of the District's declining revenues.</p> <p>The study exceeded all of the District's expectations and was very well received by the elected officials and stakeholders. The District adopted and implemented Citygate's brownout service reduction plan.</p> <p>Citygate has been retained by the District to perform numerous additional engagements.</p>
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Kurt Henke, Former Fire Chief, khenke@aptriton.com , (707) 266-4309

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	Port of Corpus Christi, TX
Project Title	Marine Firefighting Risk and Response Assets Analysis
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	March 2016 – August 2016
Project Details	Citygate conducted a Marine firefighting risk and response assets analysis for the Port of Corpus Christi. This study reviewed the risks to be protected on and from the waterside areas of the Port, the emergency incident outcomes that are likely needed for business economics, and critical national infrastructure considerations compared to the Port's current emergency response plans and assets provided today. If there was a gap of tolerated risk outcomes to current emergency service response capabilities, Citygate recommended solutions for the Port to close or reduce any identified fire protection gap(s) based on a review of other similar ports' activities, national best practices, and port fire protection experience.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Senior Associate and Risk Assessment Specialist
Reference Contact	Sean Strawbridge, Chief Operating Officer, sstrawbridge@poccca.com , (361) 885-6133

Agency	Heartland Communications Facility Authority, CA
Project Title	Dispatch Shared Services Analysis
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	March 2016 – June 2016
Project Details	Citygate performed an analysis to assess the feasibility of shared dispatch services between the Heartland Communications Facility Authority and the San Diego County Fire Authority to identify alternatives to the status as autonomous agencies providing 9-1-1 and communications services to their members and contract agencies while preserving and/or improving performance, in addition to containing or reducing costs.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Steve Harman – Senior Human Resources Specialist Dallas Neville – Public Safety Communications Specialist
Reference Contact	Reference information no longer available.

Agency	Cities of Newark and Union City, CA
Project Title	Fire Services Alternatives Study
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	May 2014 – September 2014
Project Details	Citygate completed a feasibility analysis of the services, costs, and key issues regarding contracting with Alameda County for fire services. The key issues assessed included the increasing expense of Other Post-Employment Benefits (OPEB) and a number of shared governance issues. This study assessed three different service delivery options.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Fire Services Specialist Steve Harman – Senior Human Resources Specialist
Reference Contact	Tony Acosta, City Manager for Union City, city-manager@unioncity.org , 510.675.5351

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	City of San Bernardino, CA
Project Title	Fire Department Deployment Study
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	February 2014 – June 2014
Project Details	Citygate conducted a fire services deployment study for the City of San Bernardino. This deployment study included a comprehensive data analysis as part of a full Standards of Coverage analysis. Citygate also evaluated and answered three critical questions: (1) If the current fiscal crisis requires the City to consider closing fire stations to help balance its budget, can any be closed? (2) Should the City continue to provide paramedics through the Fire Department on firefighting units to support the County-managed private ambulance contract? (3) What are the high-level options for the City to consider for contracting out or merging fire services with another agency?
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Michael Fay – Statistical Analysis TriTech – GIS Specialist
Reference Contact	Reference information no longer available.

Agency	Cities of Hesperia, Adelanto, and Victorville, and Town of Apple Valley, CA
Project Title	Public Safety JPA Feasibility Study
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	June 2013 – September 2014
Project Details	Citygate conducted a feasibility study for the Cities of Hesperia, Adelanto, and Victorville and the Town of Apple Valley to determine the potential for a Public Safety Joint Powers Authority to manage Police and/or Fire services among the agencies.
Individual Responsibilities	Stewart Gary – Project Director/ Fire Practice Principal Steve Harman – Human Resources Consultant
Reference Contact	Doug Robertson, City Manager, formerly Victorville, CA, currently Town Manager of Apple Valley, CA, applevalley@applevalley.org , (760) 947-1025

Agency	Port of Los Angeles, CA
Project Title	Performance Audit of the City of Los Angeles' Fire Services Provided by Its Fire Department to Its Harbor Department
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	November 2010 – August 2011
Project Details	Citygate completed a performance audit review for the Port of Los Angeles of fire services billings to the Harbor Department to review accuracy of billings and determine if services and billing methods were consistent with memorandums of understanding between agencies.
Individual Responsibilities	Stewart Gary – Project Director/ Public Safety Principal
Reference Contact	Reference information no longer available.

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	Port of Long Beach, CA
Project Title	Firefighting Assets Multi-Hazard Risk Assessment Study Professional Services
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	August 2015 – April 2016
Project Details	Citygate completed a high-level review of existing firefighting and multi-hazard risk analysis data, response capabilities, and future needs in the Port of Long Beach operational area for Port assets managed by the City of Long Beach Fire Department, including locations of ground-based fire stations and waterborne fireboats. The Port Commission received the study, complimented it, and asked staff for an implementation plan. The Port has adopted the fireboat and fire station replacement recommendations from the study.
Individual Responsibilities	Stewart Gary – Project Director/ Public Safety Principal
Reference Contact	Reference information no longer available.

Agency	Ports of Los Angeles and Port of Long Beach, CA
Project Title	Marine and Specialty Fire Services Assessment Study
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	August 2012 – August 2013
Project Details	Citygate conducted a marine and specialty fire services assessment study for the Ports of Los Angeles and Long Beach to review existing marine protective services and specialty firefighting resources in the combined port area.
Individual Responsibilities	Stewart Gary – Project Director/ Public Safety Principal
Reference Contact	Reference Information no longer available.

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	Multiple Agencies	
Project Title	Multiple Fire Services Merger and Divorce Studies	
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix	
Dates	2005 – Present	
Project Details	<ul style="list-style-type: none"> • City of Arcata, CA – Fire Services Feasibility Analysis • Brea/Fullerton, CA – Feasibility Analysis for Providing Multi-City Fire Services under JPA Jurisdiction • Cities of Burlingame, Millbrae, and San Bruno and Town of Hillsborough, CA – Fire Services Merger Technical Implementation • City of Covina, CA – Contract-for-Service Analysis • El Dorado LAFCO (CA) – Countywide Fire and Emergency Services Study • City of Emeryville, CA – Assessment of Fire Service Provision Options • City of Eureka and Humboldt No. 1 Fire Protection District, CA – Consolidation or Contract Fire Services Feasibility Analysis • City of Greenfield and the Greenfield Fire Protection District, CA – Fire Services Reorganization Study • Heartland Communications Facility Authority, CA – Second Phase Merger Feasibility Study • City of Hermosa Beach, CA – Analysis of Contract for Fire Services Proposal • Cities of Hesperia, Adelanto, and Victorville and Town of Apple Valley, CA – Public Safety JPA Feasibility Study • Lawrence Livermore National Security – Fire Consulting Services • City of Lodi, CA – Contract for Services Feasibility Analysis • Cities of Manhattan Beach and Hermosa Beach, CA – Operational Assessment • Cities of Monterey, Pacific Grove, and Carmel, CA – High-Level Consolidation Feasibility Analysis • Cities of Newark and Union City, CA – Consolidation or ALCO Contract for Services Study • Cities of Orange, Fullerton, and Anaheim, CA – Consolidation Feasibility Analysis • Cities of Patterson and Newman, and West Stanislaus County FPD, CA – Joint Fire Protection Study • City of Pinole, CA – Regional Fire Service Delivery Study • Cities of Pismo Beach, Arroyo Grande, and Grover Beach and Oceano CSD, CA – High-Level Consolidation Feasibility Analysis 	<ul style="list-style-type: none"> • Placer County – Fire Service Consolidation Implementation Plan • Presidio Trust and National Park Service – Fire Services Reorganization • City of San Diego Fire-Rescue Department, CA – Ambulance Contract Analysis and System Re-Bid Design • San Diego County Office of Emergency Services (CA) – Countywide Deployment and Fiscal Study for Regional Fire, Rescue, and Emergency Medical Services (57 Total Fire Agencies) • Cities of San Mateo, Foster City, and Belmont, CA – JPA Workshop • City of Santa Rosa and Rincon FPD, CA – Fire Consolidation Analysis • City of Sausalito and Southern Marin FPD, CA – Fire Consolidation Implementation Analysis • Seaside and Marina Fire Services, CA – Consolidation Implementation Assistance • Snohomish County Fire District 1, WA – Review of Regional Fire Authority Financial and Level-of-Service Plan • City of Sonoma and Valley of the Moon FPD, CA – Fire Services Reorganization Study • City of South Lake Tahoe, CA – Fire Department Consolidation Feasibility Analysis • South Santa Clara County Area Fire Departments, CA – Reorganization Feasibility Study • UC Davis and Cities of Davis, West Sacramento, and Woodland, CA – Consolidation Feasibility Analysis • UC Santa Cruz and City of Santa Cruz, CA – Consolidation Feasibility Analysis • City of Ukiah and Ukiah Valley Fire District, CA – Feasibility of Establishing a “District Overlay” • City of Victorville, CA – Fire Services Options Review • Yuba City, CA – Fire Services Organizational Review • Yuba County Valley Floor Agencies, CA – Fire Services Merger Study

EXHIBIT C—PROJECT APPROACH/SCOPE OF WORK

FIRM COMPETENCE AND STABILITY

Provide relevant information that demonstrates competence of your firm in providing the consulting services requested; including supporting evidence of strength and stability of the firm and current work load.

Firm Competence

Citygate is the **most experienced** deployment, EMS, and fire services assessment firm in the western United States. Why?

Stewart Gary, retired Fire Chief and Citygate's Public Safety Principal (and Project Manager for each OCFA service level review), helped develop the Standards of Coverage methodologies and taught these methodologies to fire service leaders across the US and Canada. Chief Gary partnered with the leading software firms to develop the tools necessary for advanced fire services deployment planning. To Citygate's knowledge, there is no other fire services deployment analyst with Chief Gary's depth and breadth of experience, which is summarized here:

- ◆ In 1995, Chief Gary was asked to develop the Commission on Fire Accreditation Standards of Coverage (SOC) manual 1st Edition into a 40-hour course for the California Fire Academy.
- ◆ In the years to follow, Chief Gary co-authored and edited the 2nd and 4th Editions of the SOC manual.
- ◆ Chief Gary taught the highly successful SOC class at the California Fire Academy for years and delivered seminars nationally for the Commission on Accreditation to fire service groups, including International Fire Chiefs Association Conventions, accreditation applicant agencies, and Navy and Air Force Fire Chiefs.
- ◆ Chief Gary, as a consultant since 2001, has worked on over 300 fire service projects. Many of these involved complicated and politically sensitive situations. Most involved some form of partial or total deployment analysis skills.
- ◆ Chief Gary's record of positive consultancy results across diverse stakeholder groups is unparalleled. In fact, at the final presentation of Citygate's countywide deployment study for San Diego County to the elected officials, which was led by Chief Gary, Citygate received these comments:

- “Never before has a study been done that looks across the wide range of jurisdictional lines and at a level of analysis so deep.” —*Second District Supervisor, Dianne Jacob*
- “I think this is an extraordinary report. [It’s] professionally done and this is probably one of the best presentations that I personally have ever sat through.” —*Supervisor Fourth District, Ron Roberts*
- ◆ Chief Gary brings *two other* unique perspectives to the OCFA:
 - He has listened to an incredible number of elected, management, and labor leaders in his consulting career; there is not much he has not heard elsewhere, and can many times explain to stakeholders that they are not alone in their perception or needs and coach them as to how other agencies are dealing with these issues.
 - Over the last seven years, he has served his community first as an elected school district trustee, and then a City Council member, in Livermore, California. He deeply understands the local government fiscal situation given the recession and how elected policy leaders need to understand technical material to build effective, lasting policy decisions.

Firm Stability

Citygate has been in business for 28 years and has successfully performed over 500 consulting reviews for all areas of local government. David DeRoos, Citygate’s President, founded the company in 1990 and still leads firm operations today, including providing oversight for each project performed. Citygate is an independent company; we are not co-owned or under the control of any professional or standards setting organization in fire services or government management. All of Citygate’s principals and key consultants have had very successful careers first in local and state government, and then consulting. We are not academics or professional standards organization members that are trying to communicate only one policy agenda determined by its members rather than meeting the needs of the OCFA.

At Citygate, we pride ourselves on our ability to provide our clients with the highest quality of services. We will never sacrifice the quality of our work for quantity, nor will we take on assignments beyond our capabilities to perform. Our highly developed approach to conducting successful consulting studies allows Citygate to conduct multiple studies without sacrificing quality, while at the same time, meeting scheduling commitments with our clients. Citygate typically executes an average of 20 to 40 consulting projects simultaneously, and has a deep bench of consultants ready to assist the OCFA on its service level reviews, including many located in Southern California.

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

PRIOR FIRE DEPARTMENT OPERATION ASSESSMENT EXPERIENCE

Provide a description of prior fire department operation assessment experience. Provide the agency, addresses, contract persons and telephone numbers.

Citygate's operational assessment experience is described extensively throughout this proposal. We have performed over 300 fire services assessments, many of which were operational studies for large fire and EMS agencies. To satisfy the OCFA's requirements for this subsection, six of Citygate's previous clients are reiterated here with the required information. The information for these six projects is also shown in Exhibit B and Exhibit F as required by the RFQual.

Agency	Maui County, HI
Project Title	Performance and Fiscal Audit of the Department of Fire and Public Safety
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	October 2017 – March 2018
Project Details	This study was specifically designed to analyze the County's current budgeted resource capacity and the utilization and allocation of those resources, and it provided recommendations for resource utility to ensure the County has the right resources performing the right services to allow the County to effectively achieve its strategic objective of providing a safe community for its residents.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Andrew Green – Fiscal Specialist Sam Mazza – Senior Fire Services Specialist Steve Harman – Senior Human Resources Specialist
Reference Contact	Traci N. T. Fujita, Esq., Legislative Attorney, Office of Council Services, Traci.fujita@mauicounty.us , (808) 270-7687

Agency	City of San Diego Fire-Rescue Department, CA
Project Title	Standards of Coverage Update Analysis
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	March 2016 – April 2017
Project Details	Citygate performed a Standards of Coverage update analysis based on our 2010 study for the San Diego Fire-Rescue Department, including a comprehensive assessment of the Department's deployment fact-pattern in light of changes over the prior six years.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Senior Fire Services Specialist Michael Fay – Statistical Analysis
Reference Contact	Kevin Ester, San Diego Fire Chief, KEster@sandiego.gov , (619) 533-4302

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	Stanford University, CA
Project Title	Fire Services System Review Consulting Services
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	November 2012 – August 2018
Project Details	<p>Citygate is providing a fire services system review for Stanford University, which has occurred over many phases and has included preparation of alternative service plans, macro costs, drafting a fire services request for proposal, and drafting a cost model for the Fire Department. Stanford recently initiated a sixth phase for this project, for which it selected Citygate Associates, once again, to assist.</p> <p>Citygate recently performed an extensive fire services review for Stanford University that included identifying risks, fire prevention programs, alternative service delivery plans, and cost models. We are presently assisting Stanford with its decision-making on the provision of fire services, including assisting the University with its mediation with the City of Palo Alto, and final contract negotiations with the City.</p>
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director
Reference Contact	Laura Wilson, Police Chief, laura.wilson@stanford.edu , (650) 723-9633

Agency	City of Glendale, AZ
Project Title	Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	August 2015 – April 2016
Project Details	Citygate performed a comprehensive deployment and performance review for the Fire and Police Departments in Glendale, Arizona. This review included a Standards of Coverage and headquarters assessment for fire services, as well as a police services analysis and an advanced data overview for both Departments. Citygate also conducted a staffing analysis.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Robert Meyer – Senior Fire Services / Risk Assessment Specialist Steve Harman – Senior Human Resources Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Terry Garrison, Fire Chief, TGarrison@GLENDALEAZ.COM , (480) 848-2499

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	Los Angeles County, CA
Project Title	Emergency Medical Services Organizational and Operational Review
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	April 2014 – October 2014
Project Details	<p>Citygate performed an expansive review of the organizational and operational components of the EMS program at the Los Angeles County Fire Department. A comprehensive strategic plan was also developed to guide the next three to six years of improvement in the Department's EMS programs and allied support structures. This study and strategic plan addressed deployment, use of resources, best practices in pre-hospital medicine, organizational and personnel practices, and the use of information technology.</p> <p>Despite challenges faced, the Department is managing and implementing the delivery of successful programs and changes recommended in Citygate's reports. Among those achievements, the Department hired a permanent Medical Director, improved relations with the EMS agency, implemented electronic patient care records, revamped the quality improvement program, completed back-logged EMS report scanning, and became the first Fire Department to go live with the implementation of the Safety Intelligence Risk Management Software tool.</p>
Individual Responsibilities	<p>Stewart Gary – Public Safety Principal, Project Director Steve Harman – Senior Human Resources Specialist William Sager – Senior Fire and Emergency Services / Strategic Planning Specialist Robert Meyer – Senior Fire Services Specialist Dallas Neville – Public Safety Communications Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist</p>
Reference Contact	Daryl Osby, Fire Chief, Daryl.Osby@fire.lacounty.gov , (323) 881-2411

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Agency	City of San Jose, CA
Project Title	Fire Department Organizational Review
Applicability to OCFA	Shown in Preceding Recent Client Experience Matrix
Dates	May 2015 – February 2016
Project Details	Citygate conducted a large organizational review of the San Jose Fire Department. This review evaluated the delivery of Fire Department services, technological improvements as they relate to Department response time performance, and increases in Department efficiencies in operations. Citygate conducted a detailed community risk assessment; a Standards of Coverage (SOC) review; an evaluation of the Department's organizational climate and structure, including an online employee survey; an EMS Program review; a review of the Communications Center; and an assessment of fiscal impacts, phasing, and possible next steps of changes recommended by Citygate. The SOC review included an analysis of the impact of traffic congestion on response times.
Individual Responsibilities	Stewart Gary – Public Safety Principal, Project Director Sam Mazza – Senior Fire and Emergency Services / Risk Assessment Specialist William Sager – Senior Fire and Emergency Services Specialist Robert Meyer – Standards of Coverage / Risk Assessment Specialist Steve Harman – Senior Human Resources Specialist Dallas Neville – Public Safety Communications Specialist Michael Fay – Statistical Analysis TriTech – Geo-Mapping Specialist
Reference Contact	Robert Sapien, Assistant Fire Chief, robert.sapien@sanjoseca.gov , (408) 794-6953

PROJECT DELIVERY AND PROJECT MANAGEMENT METHODS

Provide a brief discussion of your standard project delivery and/or project management methods and how you will ensure completion of projects within agreed upon schedules.

Project Delivery Methods

Citygate's project delivery method for the requested fire services work is consistent with each Project Team member's experience in fire service administration. Citygate utilizes various National Fire Protection Association (NFPA) publications, State Administrative Codes, the Insurance Services Office (ISO), and the self-assessment criteria of the Commission on Fire Accreditation International (CFAI-CPSE) as best practice guidelines. Citygate does not use simple or one-size-fits-all measures.

Because Stewart Gary and Citygate's other Project Team members are recent practicing professionals in fire, EMS, dispatch, finance, human resources, and city management, the OCFA is, in effect, getting the expertise of an external, seasoned department head team, not the opinions of junior staff members or consultants who have spent little time on the front lines managing in local government.

A significant strength of the Citygate team is the ability to develop reports with specific recommendations, tailored to the OCFA's local situation, that are implementable within available fiscal resources. Citygate reports identify specific areas that are working well, where improvements are needed, and what new resources, if any, would be needed to implement the recommendations.

Project Management Methods

One of the key components to ensuring completion of project within agreed upon schedules is providing monthly status reports to the OCFA. These status reports provide specific details as to what work was performed in the current reporting period, what work will be performed in the next reporting period, any project schedule and study issues, and whether the project is on-budget. By communicating all of this information to the OCFA on a monthly basis, Citygate can work closely to ensure that at every step of this project, we are complying with the Scope of Work and that our quality is meeting or exceeding the OCFA's expectations. Citygate's Project Manager will also be available via phone and email to answer questions, provide information, and make inquiries as needed for the flow of the project.

Also, each month after our monthly invoicing cycle, our internal accounting staff prepares a Project Budget Tracking Report for each project. The hours expended on the project will be compared to the plan and schedule of the project to determine if the execution of the project is on pace and schedule with our client commitments. This enables oversight of each project for both the Project Manager, as well as firm management.

SERVICE LEVEL REVIEW APPROACH

Provide a detailed, step by step, written description of the process to be used for service level reviews.

Goal of Each Service Level Review

Each service level review will evaluate, at a forensic, data-driven level, the operational performance of the cost center, not just compared to national and Citygate team best practices, but *to the needs of the OCFA, its employees, and its agency customers.*

Each review will be a stand-alone assessment report (in a standardized format), that will cover the elements assessed, the operational metrics, and describe successes and weak points. Each review will deliver finding of facts, actionable recommendations, and ongoing needed process oversight metrics. The recommendations and operational metrics will be fed into the capstone Applied Strategic Planning effort. This is where the term "*applied*" is so valuable, in that the results of each service level review will be applied and tailored to the needs of each set of

stakeholders with operational metrics to drive decision making and quality assurance oversight by *both* executive management and the Board of Directors.

For each review, as necessary, Citygate will:

- ◆ Conduct a full assessment of departments with cost/level of service analyses.
- ◆ Identify opportunities to increase efficiencies of functions (some or all) through use of applicable operational structures and systems.
- ◆ Identify various applicable operational structures and systems, and funding options.
- ◆ Assess current capital assets and address future procurement strategies to maximize benefits.
- ◆ Identify any concerns which could affect the development of an applied strategic plan.

Standard Work Plan

Citygate's standard project Work Plan is presented below. The proposed project Work Plan consists of five tasks, typically completed over a five-month timeframe, and would be utilized for each service level review.

Task 1: Initiate and Manage the Project

Subtasks:

1.1 Develop Detailed Work Plan Schedule for Project

- ◆ Citygate will develop a detailed work schedule for the project. This will assist both Citygate and OCFA staff to monitor project progress.

1.2 Request and Review City Data and Documentation

- ◆ At the start of the project, Citygate will develop and submit a request for data/documentation relevant to this project, including documents describing the OCFA's organization, services, budgets, expenses, and performance measures, if any. This questionnaire is extensive, and will require each Division manager to produce *existing* documents about their operations, including workload measures and demand forecasts as available.
- ◆ Citygate will utilize a secure online file sharing service to make it convenient for OCFA staff to provide requested data/documentation.

- ◆ After receiving the requested documentation, Citygate will review it prior to conducting the start-up meeting and stakeholder interviews in the following subtasks. Citygate has found that reviewing this information prior to interviews improves the effectiveness and value of the interviews since it results in more specific questions and more definitive information.

1.3 Meet with OCFA Representatives to Initiate Project

- ◆ Citygate will, in collaboration with the OCFA Planning Assessment Team, review and finalize a detailed project Work Plan, the schedule, activities, deliverables, roles and responsibilities, and project benchmarks.
- ◆ A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. In Citygate's experience, this early effort to clearly define expectations, roles, and lines of communications results in a better focus on substantive issues as the engagement progresses.
- ◆ To better understand the issues at stake in this project, Citygate, as appropriate and/or as requested, will meet with OCFA leadership, key administrative/support staff, employee labor group leadership, and other project stakeholders.
- ◆ Citygate encourages clients to not only appoint a Project Manager for each cost center as the focal point to coordinate with Citygate, but to also appoint an internal Planning Assessment Team. The Planning Assessment Team can proof the draft data, contribute opinions, and provide feedback on technical and personnel issues in the OCFA. Finally, after Citygate has completed the project, the OCFA staff will have been "taught to fish" by understanding the project methods, OCFA data, and recommendations so they can continue the analyses, as well as explain it effectively to other OCFA personnel.

1.4 Ongoing Project Management

- ◆ Citygate will provide monthly written status reports, along with an invoice, that describe work performed in the prior month, work scheduled in the upcoming month, and any study issues or project and budget issues.
- ◆ In addition, if a serious issue is encountered at any point in the project, Citygate will immediately call and/or email the OCFA's Project Manager to work on an effective, timely resolution.

Meetings and Deliverables

There is one, *one-day* on-site visit during this task to initiate the project, establish relationships, conduct stakeholder interviews, and begin the assessment.

Citygate will deliver the final project schedule and data/documentation request in writing.

Task 2: Cost Center Analysis

Subtasks:

2.1 Evaluate Cost Center

The Citygate team will evaluate the OCFA's cost center specific to this project, including:

- ◆ General administration.
- ◆ Support staff.
- ◆ Cost center position descriptions.
- ◆ Interviews with cost center staff.
- ◆ Data-driven workload evaluation summary by cost center.
- ◆ Workload gap analysis by cost center.
- ◆ Use of SWOT (Strengths, Weaknesses, Opportunities, Threats) assessments.
- ◆ Through this assessment, we will, as appropriate:
 - Identify opportunities to increase efficiencies of functions (some or all) through use of applicable operational structures and systems.
 - Identify various applicable operational structures and systems, and funding options.
 - Assess current capital assets and address future procurement strategies to maximize benefits.
 - Identify any concerns which could affect the development of an applied strategic plan.

Meetings and Deliverables

One on-site visit is anticipated for this task, which may be possible to combine with the on-site trip in Task 1. The findings and recommendations from the assessment will be incorporated into the Mid-Project Briefing and Draft Report.

Task 3: Mid-Project Briefing

Subtasks:

3.1 Prepare and Conduct a Mid-Project Briefing

- ◆ Upon completion of Tasks 1 and 2, Citygate will conduct an on-site briefing the service level review findings and recommendations for the OCFA's Planning Assessment Team. This briefing will also include a discussion of any anomalies in the data and the resolution of any remaining issues.
- ◆ Pursuant to any input received from the Planning Assessment Team, Citygate will make any data-driven changes and then refinements, if needed, will be incorporated into the Draft Report.

Meetings and Deliverables

There will be one on-site meeting for this task to present the Mid-Project Briefing, which will be provided in MS-PowerPoint to the OCFA.

Task 4: Prepare Draft Report

4.1 Prepare Draft Report with Exhibits

- ◆ The entire Citygate team will prepare a Draft Report, including appropriate exhibits.
- ◆ Upon completion of the Draft Report, an electronic version in Microsoft Word will be sent to the OCFA's Project Manager for comments using the "track changes" and "insert comments" tools in MS-Word.

4.2 Review Draft Report with OCFA Planning Assessment Team

- ◆ Citygate's normal practice is to review Draft Reports with management personnel to ensure that the factual basis for the recommendations is correct and to allow time for a thorough review. In addition, Citygate takes time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.
- ◆ Citygate will conduct a teleconference or video call to review the Draft Report, answer any questions, and agree on the elements for the Final Report.

Meetings and Deliverables

There will be no on-site meetings for this task. A teleconference or video call will be used to review the Draft Report with the OCFA.

Task 5: Prepare and Submit Final Report

5.1 Prepare and Submit Final Report

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how the review was conducted, what issues were identified, why the recommendations were made, and how implementation should be accomplished.
- ◆ Based on results of the review process in Task 4, Citygate will prepare and submit an Executive Summary and comprehensive Final Report, including appropriate exhibits. The report will:
 - Describe why the cost center is being reviewed
 - Describe how Citygate performed the analysis
 - Describe best practice benchmarks
 - Present technical review findings
 - Present actionable recommendations
 - Describe metrics and future needs as an input to the overall OCFA applied strategic plan, which is continually built through each service level review.

5.2 Final Report Presentation

- ◆ Citygate will present key elements of the Final Report using Microsoft PowerPoint to an audience as determined by the OCFA's Executive Management team.

Meetings and Deliverables

There will be one partial-day meeting to present key elements of the Final Report to an audience as determined by the OCFA's Project Manager.

Project Schedule

Citygate's typical five-month schedule is presented below:

Sample Project Schedule

Task		Month 1			Month 2			Month 3			Month 4			Month 5		
1	Initiate and Manage Project															
2	Cost Center Analysis															
3	Mid-Project Briefing															
4	Draft Report															
5	Final Report and Presentation															

● On-site meeting

APPLIED STRATEGIC PLANNING APPROACH

Citygate's fundamental approach is to use, as necessary, the tenets of *Applied Strategic Planning*¹ as described by Goodstein, Nolan, and Pfeffer. The authors also publish an excellent "short form" workbook, *Applied Strategic Planning, An Introduction*² that can serve as a process guide for the strategic planning team as we jointly develop a strategic plan for the OCFA. In our fire service and consulting careers, we agree with these authors that a successful planning effort is, "a process by which the guiding members of an organization envision its future and develop the necessary procedures and operations to achieve that future." We envision a strategic plan that not only addresses today's issues, but also creates a future for the OCFA.

For OCFA, each service level review report will produce ongoing operating metrics, resources/improvements needed, and multi-step/year recommendation phasing. This material will provide the core for each cost center to be part of building, an integrated, OCFA-wide strategic plan with Citygate's coaching. All cost centers and their needs and interdependencies will be woven into an integrated, prioritized complete strategic plan.

¹ Goodstein, Leonard D., Timothy M. Nolan, J. William Pfeffer. *Applied Strategic Planning*. McGraw-Hill, Inc. New York. 1993.

² Goodstein, Leonard D., Timothy M. Nolan, J. William Pfeffer. *Applied Strategic Planning, An Introduction*. Jossey-Bass Pfeffer. San Francisco. 1992.

Being strategic, and even correctly forecasting the future, is not sufficient without a *detailed* plan on how to achieve the OCFA's goals. Citygate recognizes that many variables enter into the OCFA's future. As General Eisenhower said before D-Day, "The plan itself is nothing, planning is everything." A major part of this effort will include the Citygate consulting team teaching and coaching the OCFA's Strategic Planning Team to keep the produced plan current going forward and to adjust it to unforeseen circumstances. In essence, Citygate will develop an internal team (OCFA staff) of planning consultants who will be able to continue the applied strategic planning process, revising and updating the plan in the future.

Steps of Applied Strategic Planning

From Applied Strategic Planning, the components of the strategic planning process include the following:

- ◆ Planning to Plan – This is an in-depth consideration of how the planning process itself will be planned and initiated.
- ◆ Values Scan – Every organization has tacit assumptions about the way the world works that has profound consequences on how members of that organization interact with others. Without understanding these assumptions—or mindsets—an organization is unlikely to understand fully the behavior of its members, much less to be able to modify that behavior. Public safety organizational values *must* complement community values, and also be congruent with individual members' values, as they are the consistent basis for all organizational planning and action.
- ◆ Vision Formulation – A written "picture of the future." The most effective vision statements are imaginable, desirable, feasible, focused, communicable, and relevant to both the organization and the community it serves.
- ◆ Mission Formulation – One of the most important and, often, one of the most difficult aspects of the strategic planning process is the development of a mission statement. It should be a brief, clear statement of the reasons for an organization's existence, the purposes or functions it desires to fulfill, its primary customer base, and the primary methods through which it intends to fulfill this purpose. The mission statement supports the values and vision statements.
- ◆ Strategic Business Modeling – Strategic business modeling is the process by which the organization more specifically defines success in the context of the business it wants to be in, how that success is measured, what will be done to achieve it, and what kind of organizational culture is necessary to achieve this success while remaining consistent with the newly established mission statement.

Each of the following planning steps will actually be produced by each OCFA cost center service level review:

- ◆ Performance Audit – In short, the performance audit is a concerted effort to identify “what is”—where the organization is today.
- ◆ Gap Analysis – After the performance audit is completed, it is necessary to identify gaps between the current performance of the organization and the performance required for the successful realization of its strategic business model.
- ◆ Integrating Action Plans – Each of the various constituent units of the organization develop detailed operational plans that reflect the grand strategy and they are integrated into a comprehensive plan.
- ◆ Contingency Planning – Since the future almost always differs what is anticipated, the most important contribution that contingency planning can make to an organization is the development of a *process* for identifying and responding to unanticipated or less-than-likely events.
- ◆ Implementation – The payoff of strategic planning is in the execution and implementation of the strategic plan. The aim of strategic planning is to develop a better road map to guide the organization.
- ◆ Concurrent with the planning process, two other factors come into play:
 - Environmental Monitoring – All organizations have a vital need to track what is occurring, or about to occur, in their environment. Only by monitoring both its internal and external environment can an organization track and understand the factors influencing its current and future effectiveness and success.
 - Application Considerations – Even though the implementation phase is the final step of the Applied Strategic Planning model, application or implementation must continually take place throughout the strategic planning process.

STANDARDS OF COVERAGE APPROACH

SOC Elements

Citygate's SOC assessments incorporate the following eight SOC process elements, which would be accomplished within Citygate's five-task Work Plan format, which has been tailored to an SOC study within this subsection:

1. Existing deployment – a description of the OCFA's current fire and EMS response system.
 - The Citygate team will understand the OCFA's existing fire and EMS deployment model, strategies, and performance measures.
 - The assessment will provide the OCFA with fire and EMS response performance goals from which it can adjust, if needed, the fire services deployment system, with a clear understanding of the costs involved with any recommended changes.
 - While this is not a study of adjacent fire agencies, the study will consider the impacts of the OCFA's existing or potential mutual aid agreements on its fire and EMS deployment system.
2. Community outcome expectations – identification of what community stakeholders expect of the OCFA's fire and EMS response system.
 - Citygate will update stakeholder expectations for fire, EMS, and special hazard responses.
3. Community risk assessment – evaluation of the assets at risk in the OCFA's fire and EMS service area.
 - Citygate will conduct a risk assessment to understand the OCFA's risks to be protected, using community zoning information, ISO building risk information, occupancy data, hazard mitigation planning, population demographics, and projected growth.
 - Citygate will assist the OCFA in determining engine company team critical task time measurements.
4. Distribution study – evaluation of the location and effectiveness of first-due fire and EMS resources within the OCFA's service area using the FireView™ software GIS mapping tool.

5. Concentration study – evaluation of the OCFA’s current fire and EMS response system to provide an effective multiple-resource response to serious emergencies using the FireView™ software GIS mapping tool.
6. Historical reliability – evaluation of the OCFA’s fire and EMS response system’s concurrent incident response performance utilizing the StatsFD™ software tool.
7. Historical response effectiveness studies – evaluation of the OCFA’s fire and EMS response system performance compared to existing OCFA or best practice performance goals.
8. Overall evaluation with Standards of Coverage statements by risk type, as needed.
 - Citygate will provide a summary assessment of the SOC analysis, including recommended deployment policies as appropriate.
 - The overall evaluation will also include a summary assessment of the current fire and EMS response system’s ability to protect the assets at risk within the OCFA’s service area, including the number and location of fire stations, quantity and types of apparatus, operational staffing levels, and specialized technical capabilities.
 - Citygate will recommend deployment and/or operational changes as appropriate to enhance fire service and EMS delivery, including implementation strategies, recommended timing, estimated costs, and potential funding sources.
 - Citygate’s recommended performance goals will be consistent with recognized guidelines from the NFPA, the CFAI, and ISO.

Advanced Statistical Analysis and GIS with Traffic Congestion

Advanced Statistical Analysis

Citygate will utilize StatsFD™ software to provide a comprehensive statistical analysis of:

- ◆ Current response workload of each staffed fire company, including crew unit-hour utilization.
- ◆ Concurrent service demand and operational impacts.
- ◆ Historical response performance components.
- ◆ Mutual and automatic aid provided and received.

GIS Analysis

TriTech provides precision data and response modeling services with Citygate for GIS-based analysis of department, station, and unit coverage and gaps in service. For over 15 years, TriTech has developed and applied response modeling techniques using GIS for fire departments across the US, to become the foremost authority in GIS-based response modeling services.

TriTech's *FireView* program enables understanding NFPA Standard 1710 compliance and ISO audits, as well as Standards of Cover, using numerous data mining tools. The solution can be used to locate new stations, redistribute response areas, analyze station coverage, determine first-due areas, and run orders to better serve the OCFA.

Using FireView will allow Citygate and TriTech to:

- ◆ Determine the estimated response zones and incident coverage by drive time or distance, calibrated to prior OCFA fire unit travel times. Traffic congestion impendence data can be added to the model, to determine the impacts of rush hour traffic on fire and ambulance unit travel times.
- ◆ Investigate fire/EMS calls for service within any response area, near, or at an address or landmark such as an assisted living complex or retirement home.
- ◆ Query for incident activity by multiple categories such as call type, location type, unit, response time, date, or time to assess existing deployment strategies.
- ◆ Create density, hot-spot, and repeat calls maps to help isolate problem areas.
- ◆ Analyze response patterns.
- ◆ Pinpoint the number of stations able to respond within a specific response time at any location.
- ◆ Optimize the response capabilities of fire/EMS stations.
- ◆ Depict the average response time or total calls per hour graphically.

Traffic Congestion Modeling

Citygate Associates is the first consultancy in the United States to utilize traffic congestion data from which to model rush-hour impacted fire apparatus travel times. This is the same data used on the internet to display traffic congestion by coloring road networks either green, yellow, or red. If utilized, this capability launches the OCFA to the leading edge of public safety service delivery. Few service providers in the country have utilized this level of detail to understand response time challenges in delivering a desired service level to their residents, employers, and visitors. This option can be provided to the OCFA through our SOC process.

SOC Work Plan

This section details Citygate's proposed project Work Plan to complete an SOC review. This approach is very similar to the Work Plan previously presented, but it is tailored to the specific steps of an SOC study.

Task 1: Initiate and Manage the Project

Subtasks:

1.1 Develop Detailed Work Plan Schedule for the Project

- ◆ Citygate will develop a detailed work schedule for the project. This will assist both the consultants and OCFA staff to monitor project progress.

1.2 Request and Review OCFA Data and Documentation

- ◆ At the start of the project, Citygate will develop and submit a request for data/documentation relevant to this project, including General Plans within the OCFA's service area; growth forecasts; any appropriate prior studies; OCFA documentation, including (as available) dispatch and incident data, fleet inventory, staffing, facilities, and response policies; and other relevant information
- ◆ Citygate will also review available hazard- and risk-related information, travel time performance measure(s), and historical calls-for-service data from OCFA data systems.
- ◆ Citygate will utilize a secure online file sharing service to make it convenient for OCFA staff to provide requested data/documentation.
- ◆ After receiving the requested documentation, Citygate will review it prior to conducting the start-up meeting and stakeholder interviews in the following subtasks. Citygate has found that reviewing this information prior to interviews improves the effectiveness and value of the interviews since it results in more specific questions and more definitive information.

1.3 Meet with OCFA Representatives to Initiate Project

- ◆ Citygate will, in collaboration with the OCFA Planning Assessment Team, review and finalize a detailed project Work Plan, the schedule, activities, deliverables, roles and responsibilities, and project benchmarks.

- ◆ A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. In Citygate's experience, this early effort to clearly define expectations, roles, and lines of communications results in a better focus on substantive issues as the engagement progresses.
- ◆ To better understand the issues at stake in this project, Citygate, as appropriate and/or as requested, will meet with:
 - Fire Chief
 - OCFA leadership and other key administrative/support staff
 - Employee labor group leadership as/if directed
 - Other project stakeholders from the contract communities.
- ◆ Citygate encourages clients to not only appoint a Project Manager as the focal point to coordinate with Citygate, but to also appoint an internal Planning Assessment Team. The Planning Assessment Team can proof the draft data, contribute opinions, and provide feedback on technical and personnel issues in the OCFA. Finally, after Citygate has completed the project, the OCFA staff will have been "taught to fish" by understanding the project methods, OCFA data, and recommendations so they can continue the analyses as well as explain it effectively to other OCFA personnel.

1.4 Driving Assessment of OCFA Service Area

- ◆ As part of the initial site visit, Citygate will tour the OCFA's service area with an experienced Chief Officer to visually understand the risks to be protected, the geography, transportation network, facilities, and building, wildfire, and other potential natural and human-caused hazards and risks to compare what is seen versus what existing documents typify and quantify.

1.5 Ongoing Project Management

- ◆ Citygate will provide monthly written status reports, along with an invoice, that describe work performed in the prior month, work scheduled in the upcoming month, and any study issues or project and budget issues.
- ◆ In addition, if a serious issue is encountered at any point in the project, Citygate will immediately call and/or email the OCFA's Project Manager to work on an effective, timely resolution.

Meetings and Deliverables

There will be one, *one-day* on-site visit during this task to initiate the project, establish relationships, conduct stakeholder interviews, and begin the risk assessment.

Citygate will deliver the final project schedule and data/documentation request in writing.

Task 2: Standards of Coverage Assessment

Subtasks:

2.1 Community Served and Services Provided

The Citygate team will understand and describe the OCFA's service area to include:

- ◆ General description, formation, and history of the OCFA.
- ◆ Service area description, including boundaries, authority, key demographic and socio-economic indicators, projected growth, values at risk, and existing risk mitigation programs.
- ◆ Description of services provided.
- ◆ Description and analysis of the OCFA's current operational deployment model, including station locations, apparatus deployment, and operational staffing level.
- ◆ Identification, description, and review of any current mutual and/or automatic aid agreements.

2.2 Community Outcome Expectations and Performance Goals

- ◆ Citygate will review any existing community expectations and performance goals and identify and describe any differential expectations relative to fire protection services and response performance as a result of the stakeholder interviews.

2.3 Community Risk Assessment

Citygate will conduct an analysis of community risks, including:

- ◆ Identification and description of appropriate geographic planning zones.
- ◆ Identification and description of values at risk within the OCFA's area.
- ◆ Identification, description, and analysis of natural and human-caused fire and non-fire hazards with potential to adversely impact the service area relative to services provided by the OCFA.

- ◆ Determination of probability of occurrence for each identified hazard by planning zone.
- ◆ Determination of probable impact severity for each identified hazard by planning zone.
- ◆ Determination of overall risk by hazard for each planning zone.

2.4 Deployment Analysis

Citygate will use the *FireView* software GIS mapping tool, including traffic congestion data, to study the effectiveness of existing station locations to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units.

◆ ***Distribution analysis***

Citygate will review the effectiveness of existing station locations to evaluate the deployment system's performance by risk types in different zones for first-due, all-risk units. Citygate can include the impacts of traffic congestion on response times.

◆ ***Concentration analysis***

Using prior incident statistics of coverage, Citygate will conduct an analysis of the OCFA's capability to achieve an Effective Response Force (ERF) within best practice response times to resolve more serious/complex emergencies.

2.5 Historical Response Effectiveness and Reliability

Citygate will utilize *StatsFD*TM software to provide a comprehensive statistical analysis of:

- ◆ Current response workload of each staffed fire company, including crew unit-hour utilization.
- ◆ Concurrent service demand and operational impacts.
- ◆ Historical response performance components.
- ◆ Mutual and automatic aid provided and received.

2.6 Overall Deployment Evaluation

Citygate will provide an overall deployment analysis summary, to include:

- ◆ A description of the current deployment system.

- ◆ A summary assessment of the current deployment system's ability to protect the assets at risk within the OCFA, including the number and location of fire stations, the quantity and types of apparatus, operational staffing levels, specialized technical capabilities, and first-due and ERF performance.
- ◆ Recommendation, as needed, of revised performance objectives by risk type, including measures and compliance methodologies in alignment with recognized industry best practices, community expectations, and current and prospective future OCFA resources.
 - The recommended performance goals will be consistent with recognized guidelines from the NFPA, the CFAI, and the ISO.
- ◆ Identification of areas that are underserved, inefficient, or over-covered.
- ◆ Recommended deployment and/or operational changes as appropriate to enhance fire service and EMS delivery, including implementation strategies, recommended timing, and estimated costs.

Meetings and Deliverables

There are no on-site meetings or deliverables anticipated for this task. The SOC analysis, including applicable findings and recommendations, will be incorporated into the Draft Report in Task 4.

Task 3: Mid-Project Review

Subtasks:

3.1 Prepare and Conduct a Preliminary Findings Briefing

- ◆ Upon completion of Tasks 1 and 2, Citygate will conduct an on-site briefing of the deployment analysis findings for the OCFA's Planning Assessment Team. This briefing will also include a discussion of any anomalies in the data and the resolution of any remaining issues.
- ◆ Pursuant to any input received from the OCFA's Project Team, Citygate will make any data-driven changes and then refinements, if needed, will be incorporated into the Draft Report.

Meetings and Deliverables

A second on-site visit is anticipated for this task. The findings and recommendations from the mid-project review meetings will be incorporated into the Draft Report in Task 4.

Task 4: Prepare and Deliver the Draft Report

Subtasks:

4.1 Prepare Draft Deployment with Exhibits

- ◆ The entire Citygate team will prepare a Standards of Coverage Draft Report, including appropriate statistical and geographic mapping.
- ◆ Upon completion of the Draft Report, electronic versions in Microsoft Word will be sent to the OCFA's Project Manager for comments using the "track changes" and "insert comments" tools in Word.

4.2 Review Draft Report with OCFA Planning Assessment Team

- ◆ Citygate's normal practice is to review Draft Report with management personnel to ensure that the factual basis for the recommendations is correct and to allow time for a thorough review. In addition, Citygate takes time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.
- ◆ Citygate will conduct an on-site set of meetings on the Draft Report, answer any questions, and agree on the elements for the Final Report.

Meetings and Deliverables

There will be no on-site meetings for this task. A teleconference or video call will be used to review the Draft Report with the OCFA.

Task 5: Prepare and Deliver the Final Report

5.1 Prepare and Submit Final Report

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how the review was conducted, what issues were identified, why the recommendations were made, and how implementation should be accomplished.
- ◆ Based on results of the review process in Task 4, Citygate will prepare and submit an Executive Summary and comprehensive Final Report, including appropriate statistical and mapping exhibits.

5.1 Final Report Presentation

- ◆ Citygate will present key elements of the Final Report using Microsoft PowerPoint to an audience as determined by the OCFA's Executive Management team.

Meetings and Deliverables

There will be one on-site meeting for this task to present key elements of the Final Report.

Deliverables for this task include a comprehensive written Final Report, including statistical and mapping exhibits, and a Microsoft PowerPoint presentation of key elements of the Final Report to an audience as determined by the OCFA's Project Manager.

Final Report Contents

The final SOC work product will include:

- ◆ A review of the approach and analyses conducted.
- ◆ A summary of the OCFA's current deployment model and response performance, including any opportunities for improvement.
- ◆ Analysis of service delivery expectations, including labor, management, elected officials', and community expectations for delivery of fire service, EMS, and special hazard service.
- ◆ An analysis of the values to be protected in the OCFA, along with identification and evaluation of potential hazards and overall risk.
- ◆ An analysis of the efficiency of the current deployment scheme of firefighting resources within the OCFA's fire stations.
- ◆ An analysis of the OCFA's ability to meet its fire and EMS first responder deployment needs and expectations.
- ◆ Recommendations for deployment of existing resources, including probable growth, within the OCFA to optimize service delivery.
- ◆ Recommendations for deployment of new resources, if any, to meet current and future service delivery needs.
- ◆ Provision of supporting data and rationale for all recommendations.
- ◆ Provision of supporting statistics and other visual data to fully illustrate the current situation and consultant recommendations.

RESOURCES AND ASSISTANCE NEEDED BY THE OCFA

Provide a description of the resources and assistance expected to be provided by the OCFA.

The OCFA has the best capability to provide most, if not all, of the internal data needed to complete the scope of work for any service level review. Therefore, Citygate anticipates that the OCFA will assist each service level review by:

- ◆ Returning SWOT (Strengths, Weaknesses, Opportunities, & Threats) forms provided by Citygate for the various cost centers in a timely manner to keep the project on schedule.
- ◆ Via a document request questionnaire issued by Citygate, submitting existing OCFA documents describing its organization, services, budgets, expenses, and performance measures, if any. This questionnaire is extensive, and will require each Division manager to produce *existing* documents about their operations, including workload measures and demand forecasts as available. Most Division managers and/or members need approximately four to eight hours to complete this work. This is the most intensive impact on OCFA personnel other than on-site meeting time and Draft Report fact checking.
- ◆ Providing meeting space for Citygate interviews during the first on-site trip.
- ◆ Providing electronic workload data and other OCFA data as requested by Citygate.

PROJECT DELIVERABLES

Provide a list of project deliverables that your firm will provide to OCFA; including a sample report of a service level review.

While each service level review will be tailored to each cost center and may warrant development of customized deliverables, the following list of deliverables is representative of our typical service level review approach.

- ◆ **Document Request List** – a list of all the documents, data, and information Citygate needs to receive from the OCFA to complete the service level review.
- ◆ **Final Project Schedule** – a schedule showing the duration of each task, updated after discussing the project with the OCFA and accounting for any specific desired milestones. Also includes dates and agenda for on-site kick-off meeting and interviews, as appropriate.

- ◆ **Monthly Status Report** – a report that summarizes work performed in the prior month, work scheduled for the upcoming month, and any project schedule or study issues. This is provided for each month of the project.
- ◆ **Mid-Project Briefing** – a MS-PowerPoint presentation highlighting key findings and recommendations to be discussed and reviewed with the OCFA before the Draft Report is developed. Other mid-project briefing documents may also be provided as appropriate, such as incident statistical analysis for SOC studies.
- ◆ **Draft Report** – a complete Draft Report with Executive Summary is developed and provided to the OCFA in MS-Word format to allow the OCFA to make comments and revisions, as appropriate.
- ◆ **Final Report** – after the OCFA input has been integrated into the Draft Report, complete Final Report is provided in PDF format (and hard copy format if desired).

As requested, sample Final Reports for several prior projects are provided at this link: www.citygateassociates.com/ocfa

- ◆ **Final Report Presentation** – a final presentation is delivered to the OCFA using MS-PowerPoint highlighting key aspects of the service level review, including significant findings and recommendations.

ADDITIONAL INFORMATION

Provide any additional information that will assist OCFA in assessing how the Offeror understands the services listed and intends to provide the requested services.

Citygate has no additional information to present.

EXHIBIT D: REFERENCES

Describe fully at least three (3) 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 company.

Customer Agency Name	Maui County, HI
Contact Individual & Title	Traci N. T. Fujita, Esq., Legislative Attorney, Office of Council Services
E-mail/Telephone number	Traci.fujita@mauicounty.us, (808) 270-7687
Description of services provided	Performance and Fiscal Audit of the Department of Fire and Public Safety
Date of Project	October 2017 – March 2018
Contract amount	\$71,988
Customer Agency Name	City of San Diego, CA
Contact Individual & Title	Kevin Ester, San Diego Fire Chief
E-mail/Telephone number	KEster@sandiego.gov, (619) 533-4302
Description of services provided	Standards of Coverage Update Analysis
Date of Project	March 2016 – April 2017
Contract amount	\$101,079
Customer Agency Name	Stanford University, CA
Contact Individual & Title	Laura Wilson, Police Chief
E-mail/Telephone number	laura.wilson@stanford.edu, (650) 723-9633
Description of services provided	Fire Services System Review Consulting Services
Date of Project	November 2012 – August 2018
Contract amount	\$152,225

EXHIBIT D: REFERENCES

Describe fully at least three (3) 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 company.

Customer Agency Name	City of Glendale, AZ
Contact Individual & Title	Terry Garrison, Fire Chief
E-mail/Telephone number	TGarrison@GLENDALEAZ.COM, (480) 848-2499
Description of services provided	Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments
Date of Project	August 2015 – April 2016
Contract amount	\$161,512
Customer Agency Name	Los Angeles County, CA
Contact Individual & Title	Daryl Osby, Fire Chief
E-mail/Telephone number	Daryl.Osby@fire.lacounty.gov, (323) 881-2411
Description of services provided	Emergency Medical Services Organizational and Operational Review
Date of Project	April 2014 – October 2014
Contract amount	\$239,811
Customer Agency Name	City of San Jose, CA
Contact Individual & Title	Robert Sapien, Assistant Fire Chief
E-mail/Telephone number	robert.sapien@sanjoseca.gov, (408) 794-6953
Description of services provided	Fire Department Organizational Review
Date of Project	May 2015 – February 2016
Contract amount	\$149,936

EXHIBIT E—PRICING PAGE

This form is provided separately.

EXHIBIT E: 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. Provision of this information assist the Agency in determining the Offeror's understanding of the project and provides staff with tools to negotiate the cost.

This section must provide a description of the hourly rates associated with work described in this solicitation. Proposed costs must be inclusive of all costs and expenses associated with providing the services, including, but not limited to, all consultant fees, preparation of deliverables, printing, and any other incidental costs. Please note that the OCFA Board of Directors does not allow for travel time to be billed at the hourly rates. Provide estimated travel expenses on a per trip basis. OCFA will determine if in-person meetings are required and the number to be included based upon the requested service level review.

Please provide your proposal costs sheet and rates in a separate sealed envelope or upload as the separate "Cost File" in the online bidding system.

FEE SCHEDULE

1. Please provide a comprehensive list of positions and billable hourly rates for the personnel assigned to OCFA for the services identified in the proposal:

Position/Title	Hourly Rate
Please see attachment at the back of this exhibit	

2. Please describe any additional costs that may be applicable in performing these services including the average roundtrip travel expense and the number of representatives from the firm.

Please see attachment at the back of this exhibit, following the presentation of hourly rates.

3. Describe your pricing structure and how you propose to bill OCFA for your services.

We will bill monthly for time and reimbursable travel expenses incurred at actual costs. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. We prefer to receive payment via ACH Transfer, if available.

4. Will you be able to honor the pricing for the initial three-year term? If not, please provide an hourly price schedule and the basis for the initial three (3) year contract.

Yes

PRICE CHANGES - Contract pricing shall be based upon the agreed upon hourly rates for the initial three (3) year term of the contract. The firm may submit a written request to increase pricing for the additional two one (1) year options at least 90-days prior to each annual contract effective date. The increased hourly rates cannot exceed the twelve month change as calculated utilizing the month of **September for the Producer Price Index for Management Consulting Services – NAICS 541610**, as published by the U.S. Department of Labor, Bureau of Statistics. Changes greater than this amount may not be accepted

OCFA may request a price decrease should a change in the market conditions warrant such an adjustment and any reductions provided to the vendor from the manufacturer must be passed on to OCFA as soon as it is effective

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract? **Yes** ☐ **No** ☒

If yes, please provide details of which agency and contract the pricing is based on:

"PIGGYBACK" CLAUSE. Offeror shall indicate below if they will extend the same prices, terms, and conditions of the proposal to other public agencies. Offeror's response to this question will not be considered in award of contract. When the Offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between Offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts. **Yes** ☒ **No** ☐

ADDITIONAL INFORMATION – Provide any additional information you would like OCFA to consider, including, but not limited to, suggestions on alternative pricing structures:

N/A

PAYMENT TERMS: Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices can be sent electronically to: ap@ocfa.org.

Invoices shall include the Company's Federal Tax ID#, Blanket Order #, quantity & description of the product delivered, the delivery location, date of delivery and price. Payment shall be made within thirty (30) days after receipt of accurate invoice. Invoices are to be submitted in arrears for goods provided. OCFA will endeavor to honor any "prompt payment discounts" when appropriately earned. Payment discounts must be clearly indicated in the bid submission. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.

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.

EXHIBIT E—PRICING PAGE

SUPPLEMENTAL INFORMATION

1. Please provide a comprehensive list of positions and billable hourly rates for the personnel assigned to OCFA for the services identified in the proposal:

Below Citygate provides hourly rates for all Citygate consultants and staff. The following page includes the same information for Citygate’s subcontractors.

Citygate Consultants and Staff Hourly Rates

Consultant	Title	Hourly Rate
Citygate Consultants		
Stewart Gary	Public Safety Principal / OCFA Project Manager	\$275
Samuel Mazza	Senior Fire Services Specialist / OCFA Project Assistant Manager	\$225
William Sager	Senior Fire Services Specialist	\$250
Janet Upton	Public Safety Corporate Communications Specialist	\$225
Robert Meyer	Senior Associate and Fire Services Specialist	\$215
Garret Olson	Strategic Planning Specialist	\$215
Michael Samuels	Fire Services Specialist	\$215
Michael Dyer	Fire & Emergency Services Specialist	\$215
Dallas “Denny” Neville	Public Safety Communications Specialist	\$215
Eric Lind	Statistical and Operations Analysis Associate	\$215
Tony Vargas	Fleet Specialist	\$215
Andrew Green	Fiscal Specialist	\$215
Jane Chambers	Local Government Management Specialist	\$215
Steven Harman	Senior Human Resources Specialist	\$225
Mario Beas	Human Resources Specialist	\$225
Citygate Project Support & Oversight		
David DeRoos	Citygate President	\$250
Various	Project Report Administrator	\$140
Various	Administrative Assistant	\$115

Orange County Fire Authority

Qualifications to Provide Organizational Service Level Review Consultant Services

Citygate Subcontractors Hourly Rates

Position	Hourly Rate
Mission Critical Partners	
Support Specialist	\$92
Support Specialist I	\$100
Support Specialist II	\$125
Support Specialist III	\$130
Emergency Number Specialist	\$138
Public Safety Specialist	\$164
Policy Specialist/Technical Writer	\$164
Public Safety Specialist II	\$176
Communications Specialist	\$193
Planner	\$210
Assistant Project Manager	\$211
Technology Specialist I	\$222
Project Manager	\$230
Consultant	\$240
Operations Specialist I	\$240
Technology Specialist II	\$240
Lead Policy Consultant	\$245
Operations Specialist II	\$250
Emergency Response Specialist	\$250
Sr. Technology Specialist	\$250
Sr. Project Manager	\$250
Sr. Consultant	\$255
Sr. Service Specialist	\$255
Program Manager	\$255
Forensics Analyst	\$260
Sr. Program Manager	\$270
Consulting Manager	\$270
Principal	\$275
TriTech Software Systems	
Geo-mapping Analysis	\$225
Animated Data	
Statistical Analysis	\$215

2. Please describe any additional costs that may be applicable in performing these services including the average roundtrip travel expense and the number of representatives from the firm.

Additional costs include travel expenses (reimbursed at cost) and the cost of geographic information systems (GIS) data for deployment analysis, if the OCFA data is insufficient. For travel expenses, an average round-trip, assuming a flight from the Bay Area (where our Project Manager is located), a rental car, food, and lodging for one night, would be \$1,000, but we will attempt to schedule flights early for discounted fares. We also have many consultants located in Southern California which will not require flights. We do not bill hourly for time spent traveling. However, for any trip requested beyond what is in the scope of a project, a half-day or full-day rate will be charged, as appropriate, if the meeting cannot otherwise be accomplished via video conference, which Citygate prefers. For a trip in which the time spent traveling and the time spent on-site combine to be less than 4 hours, a half-day rate will be charged (calculated as 4 hours multiplied by the consultant's hourly billing rate). For a trip in which the time spent traveling and the time spent on-site combine to be greater than 4 hours, a full-day rate will be charged (calculated as 8 hours multiplied by the consultant's hourly billing rate). Travel expenses will be charged in addition to the half- or full-day rate.

Regarding the cost of GIS data, this can vary depending on the data requirements and whether traffic congestion modeling is necessary.

Citygate has approximately 15 consultants representing the firm on this project as well as three subcontractors.

EXHIBIT F: 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: Citygate Associates, LLC

FIRM PARENT OR OWNERSHIP: _____

ADDRESS: 2250 East Bidwell Street, Suite 100 Folsom, CA 95630

FIRM TELEPHONE #: 916-458-5100 **FIRM FAX #:** 916-983-2090

FIRM'S TAX I.D. NUMBER: 68-0447080 **INCORPORATED:** YES ☒ NO ☐

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): Limited Liability Corporation

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 28 Years

LENGTH OF TIME AT CURRENT LOCATION: 12 Years

NUMBER OF EMPLOYEES: 32 **NUMBER OF CURRENT CLIENTS:** 26

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Solicitation.

NAME: Stewart Gary **TITLE:** Public Safety Principal

TELEPHONE #: 916-458-5100 ext. 305 **EMAIL:** sgary@citygateassociates.com

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

NAME: Martina Rocks **TITLE:** Financial Services Manager

TELEPHONE #: 916-458-5100 ext. 102 **E-MAIL:** mrocks@citygateassociates.com

Will your firm be utilizing any subcontractors for this contract? YES ☒ NO ☐

If yes, please include an attachment with the details including: firm/individual's name, address, telephone, and contact. Provide details for all subcontracts that will be utilized in this contract.

EXHIBIT F—OFFEROR’S INFORMATION

SUPPLEMENTAL INFORMATION

Officers Who Can Sign

The following individuals can sign an agreement on behalf of Citygate. Only one individual must sign.

David DeRoos, President

Chad Jackson, Vice President

Lois Standley, Secretary

Subcontractors and Addresses

Mission Critical Partners

Contact Person: Mike Miller

Address: PO Box 80038, Rancho Santa Margarita, CA 92688

Telephone: (888) 862-7911

TriTech Software Systems

Contact Person: Chris Baldwin

Address: 5160 Carroll Canyon Rd, Suite 100, San Diego, CA 92121

Telephone: (858) 688-3041

Animated Data, Inc.

Contact Person: Michael Fay

Address: 634 39th Ave NE, Saint Petersburg, FL 33703-5920

Telephone: (727) 823-0880

EXHIBIT G: CERTIFICATION OF PROPOSAL

In responding to RFQual JA2324 Service Level Review, the undersigned Offeror(s) agrees to provide services to OCFA per the scope of services. Offeror further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this proposal, and the resulting Professional Services Agreement. **If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Exhibit J), 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 J.

- 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 solicitation which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

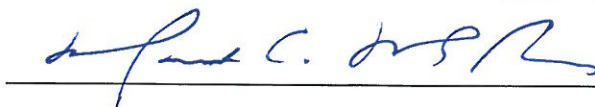
NAME OF FIRM: Citygate Associates, LLC

ADDRESS: 2250 East Bidwell Street, Suite 100

CITY: Folsom **STATE:** CA **ZIP CODE:** 95630

PRINTED NAME: David C. DeRoos **TITLE:** President

**SIGNATURE OF PERSON
AUTHORIZED TO SIGN:**



DATE: 10/17/2018

EXHIBIT H: PARTY AND PARTICIPANT DISCLOSURE FORMS

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 attached Party and Participant Disclosure Forms 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 solicitation. 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.

**ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS****Ed Sachs, Chair**

City of Mission Viejo

David Harrington, Director

City of Aliso Viejo

Rob Johnson, Director

City of Cypress

Michele Steggell, Director

City of La Palma

Laurie Davies, Director

City of Laguna Niguel

Leah Basile, Director

City of Lake Forest

Tim Brown, Director

City of San Clemente

Juan Villegas, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Vince Rossini, Director

City of Villa Park

Gene Hernandez, Chairman

City of Yorba Linda

Todd Spitzer, Director

County of Orange

Joseph Muller, Vice Chair

City of Dana Point

Elizabeth Swift, Director

City of Buena Park

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, Director

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

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 in Section VI this solicitation. It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of 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.
 - 1. 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.
 - 2. 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."
 - 3. 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.

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.

PARTY DISCLOSURE FORMParty's
Name:Citygate Associates, LLCParty's
Address:2250 East Bidwell Street, Suite 100Folsom, CA 95630Party's
Telephone:916-458-5100

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: 10/17/2018

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) 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): _____

PARTICIPANT (AGENT) DISCLOSURE

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 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 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 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).
- C. 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 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:
 - i. Communicates directly, either in person or in writing, with a board member or alternate of OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - ii. Communicates with an employee of OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - iii. Testifies or makes an oral statement before the Board of Directors of 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.

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

PARTICIPANT (AGENT) DISCLOSURE FORMPrime's Firm
Name:

Not Applicable

Party's
Name:Party's
Address:Party's
Telephone:

Solicitation Title and Number:

Based on the participant disclosure information provided, are you or your firm subject to participant 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) 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):

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Citygate Associates, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

2250 East Bidwell Street, Suite 100

6 City, state, and ZIP code

Folsom, Ca 95630

7 List account number(s) here (optional)

Requester's name and address (optional)

**Orange County Fire Authority
1 Fire Authority Road, Bldg. C
Irvine, Ca 92602**

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 8 - 0 4 4 7 0 8 0

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ►

10/10/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

APPENDIX A

PROJECT TEAM RESUMES

Mr. Gary was, until his retirement, the Fire Chief of the Livermore-Pleasanton Fire Department. Now in his 47th year in the Fire Service, Mr. Gary began as a volunteer and worked his way up through the ranks, including his service as a Paramedic for five years.

Mr. Gary started his career with the City of Poway in San Diego County, attaining the rank of Battalion Chief/Fire Marshal. He subsequently served as the Administrative Battalion Chief for the Carlsbad Fire Department in San Diego County. He was appointed Fire Chief for the City of Livermore, CA in January 1994, and two years later, he successfully facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless ten-company department from which he retired as Chief. This successful consolidation was awarded the esteemed Helen Putnam award for excellence and innovation by the California League of Cities in 1999.

Mr. Gary has both a Bachelor's and Master's degree in Public Administration from San Diego State University. He holds an Associate in Fire Science Degree from Miramar Community College in San Diego, a Certificate in Fire Protection Administration from San Diego State, and he has attended hundreds of hours of seminar course work in fire protection.

Mr. Gary has served in elected professional positions, including: President, California League of Cities, Fire Chiefs Department and Chairperson, San Diego County Paramedic Agencies. He has been involved in progressive responsibility for creating or implementing fire protection policy on the local, state and national levels. He has served as a Board Member representing cities on the California Office of Emergency Services-Firescope Board, and served two terms as the Fire Chief representative on the California League of Cities Board of Directors. Mr. Gary served on the Livermore School District Board, and served as an elected official on the City of Livermore City Council.

Memberships Held Include:

- ◆ International Association of Fire Chiefs, Fairfax, VA
- ◆ California Fire Chiefs Association, Rio Linda, CA
- ◆ National Fire Protection Association, Quincy, MA

Consulting Experience Includes:

Since starting his consulting career with Citygate Associates in 2001, Chief Gary has successfully worked on, managed or directed over 300 consulting projects. Some of the highlights and recent projects include:

- ◆ Served as Project Director for an extensive emergency medical services organizational and operational review of the Los Angeles County Fire Department.
- ◆ Served as Project Director and SOC Specialist for Citygate's Regional Fire Services Deployment Study for San Diego County, including 57 fire agencies in the County region. Citygate outlined a process designed to establish a blueprint for improving San Diego County's regional fire protection and emergency medical system.

-
- ◆ Served as Project Director to conduct a strategic planning process for the Los Angeles County Fire Chiefs Association to provide a framework for regionalizing training across all 31 fire departments in the area.
 - ◆ Served as Project Director and Standards of Coverage Specialist for a Standards of Coverage assessment for the City of Orange Fire Department.
 - ◆ Served as Project Director for a consolidation, merger, or contract for services feasibility analysis for the City of Anaheim and its partners in the study. Citygate identified opportunities to expand and/or strengthen the delivery of fire services, emergency medical services, and other services of the City of Anaheim Fire Department, City of Fullerton Fire Department, and City of Orange Fire Department.
 - ◆ Served as Public Safety Principal to conduct a Standards of Coverage assessment and Master Plan update for the Chino Valley Fire Protection District.
 - ◆ Served as Project Manager for a marine and specialty fire services assessment study for the Ports of Long Beach and Los Angeles to provide a macro level review of existing marine protective services and specialist firefighting resources in the combined port area.
 - ◆ Served as Fire Services Principal and Project Director to conduct a fire department organizational review for the City of San Jose Fire Department.
 - ◆ Served as Project Director for Citygate's Standards of Response Coverage study for the City of San Diego, CA.
 - ◆ Served as Project Director and SOC Specialist for a Standards of Response Coverage deployment analysis and geo-mapping software implementation for the Sacramento Metropolitan Fire District.
 - ◆ Served as Project Manager and SOC Specialist for a strategic plan and Standards of Response Coverage study for the City of Beverly Hills Fire Department.
 - ◆ Served as Fire Practice Principal and Project Director for a Standards of Coverage study, management/administrative assessment, and strategic plan for the Cosumnes Fire Department.
 - ◆ Served as Project Manager and SOC Specialist for a fire services deployment and departmental performance audit for the Santa Barbara County Fire Department.

Other non-Citygate Relevant Experience Includes:

- ◆ In 2002, Mr. Gary led a seminar that taught the Standards of Response Coverage (SOC) methodology to members of the Clark County Fire Department.
- ◆ In 2005 and into 2006, Mr. Gary coached, assisted and initially drafted the Clark County Fire Department Rural SOC documents. He advised County GIS on how to prepare the necessary mapping and response statistics analysis. He then coached the project manager on collecting risk assessment information on each rural area, which he then wove into an integrated draft set of risk statements and proposed response policies for each rural area.

- ◆ In 2000, Mr. Gary was the lead deployment consultant on a team that developed a new strategic plan for the San Jose Fire Department. The final plan, which used the accreditation system methods and Standards of Response Coverage tools, was well received by the Department and City Council, which accepted the new strategic plan on a 9-0 vote.
- ◆ In 1996, Mr. Gary successfully studied and then facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless ten-company department for which he served as Chief. The LPFD represents one of the few successful city-to-city fire mergers in California. The LPFD consisted of 128 total personnel with an operating budget for FY 00/01 of \$18M. Service was provided from eight stations and a training facility, and two additional stations were under construction.
- ◆ In 1995, Mr. Gary began working with the International Association of Fire Chiefs and International City Management Association Accreditation project on the *Standards of Cover* system for fire service deployment. He re-worked the material into a California manual and annually taught a 40-hour course for the California Fire Academy for many years. He conducts seminars on this deployment methodology for the International Fire Chiefs across the United States and Canada.
- ◆ In 1994, Mr. Gary effectively led the Fire Department's adding of paramedic firefighters on all engines to increase service. Previously the Alameda County regional system was under-serving Livermore, and the local hospital emergency room was closing. Residents and the City Council approved a local EMS supplemental property tax assessment (successfully re-voted after Proposition 218) to help pay for this increased service. In 1995, Mr. Gary assisted the City Council and the firefighters union in reaching a new understanding on staffing, and a fifth Fire Company was added to better serve the Northwest area of Livermore.
- ◆ During his tenure in Carlsbad, he successfully master planned and opened two additional fire stations and developed the necessary agreements between the development community and the City Council.
- ◆ Mr. Gary has developed fire apparatus replacement plans; procured fire apparatus; supervised the development of community disaster preparedness and public education programs; facilitated permit streamlining programs in the Fire Prevention and Building Departments; improved diversity in the Livermore fire department by hiring the first three female firefighters in the City; supervised the Livermore City Building Department including plan check and inspection services for two years; master planned future growth in the North Livermore area for an additional 30,000 people in a "new town" area.
- ◆ Mr. Gary facilitated a successful regional dispatch consolidation between Poway and the City of San Diego Fire Department. He developed and implemented fire department computer records systems for Carlsbad and Livermore.

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- ◆ Mr. Gary has been a speaker on the proper design of information systems at several seminars for Fire Chiefs, the California League of Cities and the Fortune 100. He has authored articles on technology and deployment for national fire service publications.
 - ◆ Mr. Gary is experienced as an educator in teaching firefighting, paramedicine and citizen CPR programs. As a community college instructor, he taught management and fire prevention. He has been an instructor for State Fire Training and the San Diego Paramedic program.

Instructor and Lecturer:

- ◆ Instructor and lecturer on Fire Service Deployment for the Commission on Fire Accreditation Standards of Cover Methodology. Over the last five years, Mr. Gary has presented one-day workshops across the U.S. and Canada to fire chiefs. Presentations have included:
 - The International Association of Fire Chiefs Convention;
 - U.S. Navy Fire Chiefs in Norfolk, Virginia;
 - U.S. Air Force Fire Chiefs at the USAF Academy, Colorado Springs, Colorado;
 - Seattle area Fire Chiefs;
 - Vancouver British Columbia Fire Chiefs Association;
 - The Michigan/Indiana Fire Chiefs Association School at Notre Dame University;
 - The California Fire training Officers annual workshop.
- ◆ Developed and taught the 40-hour course in fire deployment methods for the California Fire Academy for seven years. Over 250 fire officers have been trained in this course.

Presentations:

- ◆ “Mapping the Future of Fire.” First ever fire service technology conference, October 2000, Dallas, Texas. Outlined fire service needs, especially for GIS mapping and mobile data technologies in the fire service.

Publications:

- ◆ Edited, partially wrote and co-developed the 2nd, 3rd & 4th Editions of the Commission on Fire Accreditation Standards of Response Cover Manual.
- ◆ Fire Chief Magazine article. February 2001, “System of Cover.” Using the Accreditation Commission’s Standards of Response Cover systems approach for deployment.
- ◆ Fire Chief Magazine article. December 2000, “Data to Go.” Designing and implementing wireless data technologies for the fire service.

Mr. Mazza retired as the Fire Chief for the City of Monterey, California, where he engineered and facilitated the consolidation of the Monterey and Pacific Grove fire departments in 2008. His fire service career spans 38 years with city, county, special district, and state fire agencies and includes administration, operations, air operations, training, dispatch, disaster planning and management, fire prevention, and law enforcement experience. He served as the Incident Commander on a statewide Incident Command Team and continues to serve as a member of the Monterey City and Monterey County Emergency Operations Center staffs. Mr. Mazza holds a bachelor's degree from California State University, Fresno, and an associate degree in fire science from Fresno City College, and he is a graduate of the Executive Fire Officer Program.

Mr. Mazza has extensive collaborative experience, having served elected and appointed positions in numerous professional organizations and on regional committees and initiatives. He has served as the Fire and Rescue Coordinator and chaired the California Incident Command Certification System Peer Review Committee for the California Emergency Management Agency Monterey County Operational Area, and he also served on the Monterey County Operational Area Grant Approval Authority for the California Department of Homeland Security. He has served as President of the Monterey County Fire Chiefs Association and represented county fire agencies on committees providing governance and policy oversight of the Monterey County voice and data emergency communications and dispatch systems. He obtained grant funding and facilitated implementation of a mobile data communications system for Monterey County fire agencies in 2010 and initiated and led the continuing effort to develop a regional shared governance fire agency for the Monterey Peninsula.

Memberships Held Include:

- ◆ International Association of Fire Chiefs, Fairfax, VA
- ◆ California Fire Chiefs Association, Rio Linda, CA

Consulting Experience Includes:

The following is a selection of Mr. Mazza's consulting experience since joining Citygate:

- ◆ Served as Senior Fire Services Specialist and Project Manager to conduct a Standards of Coverage assessment and Master Plan update for the Chino Valley Fire Protection District.
- ◆ Served as Senior Fire Services Specialist and Project Manager to provide a Standards of Coverage assessment for the City of Merced Fire Department.
- ◆ Served as Senior Fire Services Specialist to conduct a Standards of Coverage study for the South County Fire Authority in the City of Tracy region.
- ◆ Served as Senior Fire Services Associate for a Standards of Coverage study to include a review of options for ambulance deployment based in the Fire Department for the City of Sacramento.
- ◆ Served as Senior Fire and Emergency Services Specialist to conduct a Standards of Coverage update for the City of San Diego Fire-Rescue Department.
- ◆ Served as Senior Fire and Emergency Services Specialist for a Fire Department organizational review for the City of San Jose Fire Department.

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- ◆ Served as Senior Fire Service Associate for a Standards of Coverage update and risk assessment for the Menlo Park Fire Protection District.
 - ◆ Served as Senior Fire and Emergency Services Specialist to conduct a regional fire services Standards of Coverage analysis and a capacity constraint analysis for the Ventura County Fire Protection District.
 - ◆ Served as Senior Fire Services Specialist and Project Manager to develop an Emergency Services Master Plan for the Aptos/La Selva Fire Protection District, including a Standards of Coverage and community risk assessment.
 - ◆ Served as Project Manager and Fire Services Specialist to conduct a fire services reorganization study for the City of Greenfield, California, and the Greenfield Fire Protection District.
 - ◆ Served as Senior Fire and Emergency Services Specialist for a fire services Standards of Coverage analysis for the Alameda County Fire Department.
 - ◆ Served as Senior Fire Service Associate to provide a Standards of Coverage and risk assessment study for the Montecito Fire Protection District.
 - ◆ Served as Risk Assessment Specialist for a marine firefighting risk and response assets analysis for the Port of Corpus Christi, TX.
 - ◆ Served as Fire Services Specialist for a risk assessment, Standards of Coverage study, and facilities Master Plan for the El Dorado Hills Fire District.
 - ◆ Served as Senior Fire Services Specialist and Project Manager to conduct a Standards of Coverage and management administration assessment for the Central Fire Protection District of Santa Cruz County.
 - ◆ Served as Project Manager and Fire Services Specialist for a Yolo County Fire Protection Districts combined municipal service review / sphere of influence study for the Yolo Local Agency Formation Commission.
 - ◆ Served as Fire Services Specialist to conduct a fire municipal services review and sphere of influence review for northeast Sonoma County.
 - ◆ Served as Senior Fire Services Specialist to conduct a comprehensive fiscal feasibility analysis and facilitate the development of a governance and Joint Powers Authority agreement for the formation of a 9-1-1 emergency communications JPA for the Monterey County public safety agencies.
 - ◆ Served as Senior Fire Services Specialist and Project Manager to provide a Standards of Coverage and staffing study for Kings County, California.
 - ◆ Served as Senior Fire Services Specialist for a fire and EMS needs assessment in the Sweetwater Area of San Antonio Valley for the County of Santa Clara, California.
 - ◆ Served as the Senior Fire Services Specialist and Project Manager for a tabletop exercise for the Monterey County Office of Emergency Services.
 - ◆ Served as Fire Services Specialist for a fire services threat assessment for the University of California, Merced.

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- ◆ Served as Fire Services Specialist to develop a fire services strategic plan and pre-accreditation review for the University of California, Davis, and City of Davis Fire Departments, which included a campus-specific Standards of Coverage assessment.
 - ◆ Served as Fire Service Specialist to conduct a fire services alternatives study for the Cities of Newark and Union City.
 - ◆ Served as Project Manager and Fire Services Specialist for a fire services study for the Templeton Community Services District Fire Department to identify gaps in operations and resources, develop recommendations to maximize current fire department operations and resources, and identify best practices.

Significant Programs/Projects:

- ◆ Coordinated rewrite of the Monterey City Emergency Operations Plan in 2010 in conformance with federal and state all-hazard guidelines.
- ◆ Authored Damage Assessment Plan annex to the Monterey City Emergency Operations Plan.
- ◆ Authored Critical Infrastructure and Key Resources Plan annex to the Monterey City Emergency Operations Plan.
- ◆ Authored Pandemic Influenza Preparedness and Response Plan annex to the Monterey City Emergency Operations Plan.
- ◆ Developed and administered multiple fire service contracts.
- ◆ Coordinated annual Proposition 172 allocation for Monterey County fire agencies with the Monterey County Administrative Office.
- ◆ Served on the Board of Directors – Fire Agency Insurance Risk Authority.
- ◆ Served on the Monterey County Emergency Medical Services Agency Task Force, evaluating and recommending enhancements to the Monterey County EMS system.
- ◆ Represented Monterey County fire agencies on the Monterey County Emergency Medical System Committee.
- ◆ Coordinated fire agencies' recommendations and comments to the Monterey County General Plan update.
- ◆ Coordinated implementation of the California Incident Command Certification System within the Monterey County Operational Area.
- ◆ Participated in the National Fallen Firefighters Foundation Wildland Fire Symposium to develop initiatives to reduce firefighter line-of-duty-fatalities.
- ◆ Developed and implemented capital facilities and equipment replacement and maintenance plans.
- ◆ Facilitated development and implementation of multiple Strategic Plans.
- ◆ Facilitated implementation of the reorganization of Monterey County Service Area #61 into the South Monterey County Fire Protection District.

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- ◆ Coordinated development and implementation of a Fire District Illness and Injury Prevention Plan.
 - ◆ Coordinated development and implementation of fire suppression assessment and mitigation fee ordinances.
 - ◆ Co-facilitated development and implementation of multi-agency engine and truck company performance standards.

With over 40 years in fire service, Chief Sager served as a firefighter, Captain, training officer, Chief Officer, and Fire Chief, serving now as a consultant.

Chief Sager started his career as a member of a “pickup firefighter” crew for the US Forest Service in 1964. He then went on to complete his college education and serve in the US Navy. He retired from the US Naval Reserve as a Lieutenant in 1977.

In 1971, he received an appointment with CAL FIRE in their trainee program. He then went on to serve as a firefighter, engineer, Fire Captain, and training officer in Fresno County. In 1976, he received an appointment as a field Battalion Chief in Butte County. He held this rank until 1985, when he received a promotion to Division Chief in charge of administrative services in Butte County for the CAL FIRE Butte Unit and the Butte County Fire Department. He switched to field operations in 1990 when he took over responsibility for the south half of the Butte Unit and Butte County Fire Department. During this time, he was instrumental in developing automatic aid agreements with the City of Oroville and other adjacent fire departments. He also negotiated the cooperative agreements whereby CAL FIRE provided the staffing for the fire departments under contract in the Cities of Gridley and Biggs. In 1999, the Director of CAL FIRE appointed Chief Sager as the Butte Unit Chief and Fire Chief for Butte County and the Cities of Biggs and Gridley.

Chief Sager has a Bachelor of Science in Forestry degree, with a minor in Landscape Architecture, from the University of California at Berkeley. He holds a lifetime, limited service California community college teaching credential in fire science. He has completed numerous community college credits in fire protection and law enforcement training, as well as other course work in fire protection.

Chief Sager is certified as Fire Chief and Chief Officer by the California State Board of Fire Services, and he is a designated Chief Fire Officer by the Commission on Fire Accreditation International. He is recipient of the Governor’s Employee Safety Award and the State of California Supervisory Superior Accomplishment Award. He served as Incident Commander for CAL FIRE Type 1 Incident Command Team #6 for three years.

Chief Sager was a member of the Oroville City Planning Commission, was previously the president of the Butte County Fire Chiefs Association, served as Chairman of the Butte County Government Council, and served as Chairperson for a number of CAL FIRE committees and task forces, including The Changing Face of CDF—Retention and Promotion and the Case Management Task Force. He has been involved in developing training materials for firefighters and fire officers at the local, state, and national levels, including the National Fire Academy in Emmitsburg, Maryland, and the National Wildfire Coordinating Group in Boise, Idaho.

Memberships Include:

- ◆ International Association of Fire Chiefs, Fairfax, VA
- ◆ California Fire Chiefs Association, Sacramento, CA
- ◆ National Fire Protection Association, Quincy, MA
- ◆ Butte County Fire Chiefs Association, Chico, CA
- ◆ International Association of Firefighters Local 2881, Sacramento, CA

Select Consulting Experience:

Since joining Citygate, some of Mr. Sager's projects include:

- ◆ Served as Senior Fire and Emergency Services Specialist for a Standards of Coverage assessment for the City of Orange Fire Department.
- ◆ Served as Senior Fire and Emergency Services Specialist for a fire department organizational review for the City of San Jose Fire Department.
- ◆ Served as Fire Services Specialist for Citygate's regional fire services deployment study for San Diego County, including 57 fire agencies in the County region. Citygate implemented a phased process designed to establish a blueprint for improving San Diego County's regional fire protection and emergency medical system.
- ◆ Served as Senior Fire Services Specialist to perform a staffing, emergency medical services and response times study for the City of Eagan, Minnesota.
- ◆ Served as Senior Fire Service Specialist to conduct a shared fire services analysis for the fire agencies on the valley floor of Yuba County.
- ◆ Served as Fire Services Specialist for a strategic plan review, risk assessment, Standards of Coverage study, and facilities master plan for the El Dorado Hills Fire District.
- ◆ Served as Senior Fire Services Associate and Headquarters Functions Specialist to perform a comprehensive Standards of Coverage and headquarters staffing adequacy review for the City of Santa Clara, CA.
- ◆ Served as Fire Services Specialist for a fire Master Plan and Standards of Coverage analysis for the City of San Luis Obispo, CA.
- ◆ Served as Fire Services Specialist for a fire and emergency services study for the El Dorado Local Agency Formation Commission to evaluate fire services countywide and to provide actionable recommendations on how to ensure sustainable, adequate, and cost-effective coverage.
- ◆ Served as Management/Administrative Functions and Strategic Planning Specialist to perform a Standards of Coverage study, management/administrative assessment, and strategic plan for the Cosumnes Fire Department.
- ◆ Served as Project Manager for a comprehensive management audit of the Goodyear Fire Department to evaluate the effectiveness and management processes of the leadership team, the design and direction of the organization, and the organizational climate.
- ◆ Served as Fire Services Specialist for a Master Plan implementation study of non-response (administrative) services, along with a Standards of Coverage planning analysis (fire station and crew deployment) for the Napa County Fire Department.
- ◆ Served as Strategic Planning Manager for a fire department strategic plan and Standards of Coverage study for the City of Corona, which included all facets of fire and non-fire operations including, but not limited to, fire prevention, fire

administration, emergency medical services, fire investigation, fire training, disaster preparedness, hazardous materials, administrative support positions, information systems, capital facilities and apparatus, fire department fees, regional issues, and public fire education.

- ◆ Served as Fire Services Specialist for a Standard of Coverage study and Master Plan for the City of Dixon and the Dixon Fire Protection District. This project included facilitation of community focus groups to determine community needs and expectations; outreach and focus group meetings with Fire Department staff related to training, equipment, and staffing; and the development of a written long-range plan for the City of Dixon and the Dixon Fire Protection District.
- ◆ Served as Fire Services Specialist for a fire department planning study for the City of Carlsbad, which included an evaluation of all aspects of the Fire Department and fire headquarters systems review; a Standards of Coverage planning analysis, covering fire station and crew deployment; fire station and staffing infrastructure triggers for additional resources, if needed; and an analysis of headquarters and prevention systems.

Other non-Citygate Relevant Experience Includes:

- ◆ In 2008, Chief Sager was the Emergency Operations Center Director for Butte County for 50 days during major fires when over 15,000 people were evacuated.
- ◆ In 2006, Chief Sager was the editorial consultant for the new California State Fire Training Master Plan, Blueprint 2020. This plan was the first significant update of the state's fire training master plan since 1971.
- ◆ In 2005 and 2006, Chief Sager led the development of three major disaster scenarios and exercises, two for Butte County and one for Butte Community College. These exercises fulfilled the requirements for training for the organizations for the State Office of Homeland Security.
- ◆ In 2005, Chief Sager developed a training program, titled Planning in the Street, to prepare Battalion Chiefs in urban fire settings to fulfill a planning role. He presented this course to all the Chief Officers of the North County Fire Authority in Daly City. This system is in use today and measurably adds to the efficiency of fireground operations.
- ◆ In 2004, Chief Sager developed and presented a training program in emergency management for non-emergency workers for Yuba City. The program focused on their responsibilities and requirements during disaster activation and concluded with a tabletop exercise to reinforce those lessons.
- ◆ In 1999, during his tenure as fire chief and with considerable staff assistance, Chief Sager successfully concluded an automatic aid agreement between the City of Chico and Butte County. Staff had been working on completing this agreement for over 20 years. Before that, he successfully completed the South County Fire and Rescue Management Agreement that led to a complete boundary drop.
- ◆ Chief Sager developed an apparatus replacement plan for Butte County that brought the average age of frontline apparatus from over 16 years down to two

years; developed the first comprehensive Master Plan for the Butte County Fire Department; developed and chaired the Department's Health and Safety Council; chaired the County Management Council for all County department heads; activated a customer service program; and streamlined budget controls.

Instructor and Lecturer:

Chief Sager is an instructor and lecturer on fire service management and training for the California Office of the State Fire Marshal and other sponsor organizations. During the last 15 years, Chief Sager has presented training courses, lectures, and workshops throughout California to fire officers and emergency workers. His role as an instructor and lecturer includes the following:

- ◆ Served as a regular presenter at the California Fire Training Officers Symposium, Executive Leadership Institute.
- ◆ Developed and taught pilot courses for the National Fire Academy in Emmitsburg, Maryland, including:
 - Strategic Analysis of Community Risk Reduction, part of the Executive Fire Officer series – This course focuses on fire and injury prevention in the community using new strategies and is designed for chiefs of departments, heads of major bureaus (e.g., prevention, suppression, training, administration, etc.), State Fire Marshals, and State Directors of Fire Service Training agencies.
 - Executive Analysis of Fire Service Operations in Emergency Management, part of the Executive Fire Officer series – This course prepares senior staff officers in the administrative functions necessary to manage the operational component of a fire and rescue department effectively, especially with the use of mutual aid.
- ◆ Developed and taught pilot courses for the National Wildfire Coordinating Group in Boise, Idaho, including:
 - Incident Commander, part of the Incident Command System Command and General Staff training – This course prepares prospective incident commanders at the Type 1 or 2 level.
 - Facilities Unit Leader, part of the training for members of the Logistics Section staff – This course prepares personnel to handle the facilities needs at major incidents.
 - Operations Section Chief, part of the training for prospective Operations Section Chiefs at the Type 1 or 2 level.
 - Division/Group Supervisor, part of the training for members of the Operations Section staff – This course prepares personnel to direct emergency forces at the Division or Group level at emergency incidents.
- ◆ Taught many specific courses, including the following:
 - Fire Command IA over 40 times throughout California since 1979.

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- Fire Management II series numerous times throughout California.
 - Numerous NIMS and ICS courses for which he is a qualified instructor, including Incident Commander, Planning Section Chief, Logistics Section Chief, and Operations Section Chief, as well as ICS-300, ICS-400 and ICS-402 (ICS Overview for Executives/Senior Officials).

Presentations:

- ◆ “Organizational Development,” California Fire Training Officers’ Symposium, 2005, Fresno, CA
- ◆ “Power and Influence,” Chico State Leadership Forum, 2005, Chico and Redding, CA
- ◆ “Blueprint 2020,” California Fire Training Officers’ Symposium, 2006, Fresno, CA
- ◆ “Power and Influence,” Executive Leadership Institute, California Fire Training Officers’ Symposium, 2006, 2009, 2010, and 2011, Fresno, CA

Publications:

- ◆ Recipient of the National Fire Academy Outstanding Research Award for 1991 for the applied research paper “Examining a Commitment to Fire Prevention—A Study of the Correlation between Fire Prevention Attitudes and Training and Orientation in Prevention.”
- ◆ Frequent subject matter expert on wildland fire issues for *Fire Engineering Magazine*.
- ◆ Authored the new Chapter 18 on wildland firefighting for the 7th edition of the Fire Chief’s Handbook, February 2011. This book was published in 2012.
- ◆ Authored “Gridlocked: Poor Circulation Hurts Emergency Response,” *Fire Engineering*, February 2008.
- ◆ Authored “Military Strategy Applied to Wildland Firefighting,” *Fire Engineering*, February 2004.
- ◆ Authored “Duty Confusion Causing a War of Words,” *Wildfire Magazine*, March/April 2004.
- ◆ Authored “Training for the Emergency Operations Center Staff,” *Fire Engineering*, February 2005.
- ◆ Authored “Passing the Baton: Preparing the Next Generation of Fireground Commanders,” *Fire Chief Magazine*.

Ms. Upton has over 31 years of local and state fire service experience, including a decade as a member of the command staff for CAL FIRE's Incident Management Team 5. She also has nearly a decade of experience serving on CAL FIRE's executive team as an appointee of two governors. Her duties as a chief officer included the development and oversight of the crisis communications, public information and public education programs for one of the largest fire departments in the United States. Ms. Upton holds a bachelor's degree and State of California Multiple Subjects Teaching Credential from CSU, Chico and is an alumna of the National Fire Academy. She is active in her community, volunteering her time in the areas of children's health, animal rescue, and arts/culture.

Professional Experience:***Deputy Director, CAL FIRE******July, 2008 – December, 2017***

- ◆ Appointed by Governor Arnold Schwarzenegger as a deputy director for CAL FIRE where she served as the communications director for one of the largest fire department in the United States. She was responsible for the oversight and operations of the statewide public education and public/crisis communications programs. She also served as a key member of the Department's Executive leadership team. She was reappointed by Governor Edmund G. Brown, Jr. in 2012 and continued to serve in the same capacity until retirement at the end of 2017. In this capacity, she was an integral part of the effort to mitigate the state's largest, deadliest, and most damaging incidents.

Information Officer, CAL FIRE's Incident Management Team #5***1998 – 2008***

- ◆ Served as a member of the command staff on CAL FIRE's IMT 5. In this capacity, she was active in the command and control of some of California's largest and most complex incidents.

***Public Information & Education Officer,
Butte County Fire Department/CAL FIRE Butte Unit******1998 – 2008***

- ◆ Responsible for the timely, accurate release of information to public, media, cooperators, and stakeholders. Under the direction of the Unit Chief, she also regularly communicated with elected officials on issues of mutual concern. She was responsible for the county-wide public education program and founded the North Valley Fire PALS, a multi-agency effort to education elementary school children on key life and fire safety messages. She also responded to a wide variety of all-risk emergencies as a firefighter, rescue diver, EMT, and initial attack incident commander while serving in this capacity.

***Emergency Command Center Operator,
Butte County Fire Department/CAL FIRE Butte Unit******1994 – 1998***

- ◆ Responsible for the initial command and control of approximately 15,000 9-1-1 emergency calls and calls for service. She trained battalion chiefs, fire captains, and other personnel in Emergency Command Center (ECC) operations, both at the Unit level and on a statewide level as a cadre member for the State's ECC Academy.

Firefighter, Butte County Fire Department/CAL FIRE Butte & Sonoma UNITS 1986 – 1994

- ◆ Responded to and mitigated a wide variety of all-risk emergencies. As one of the Sonoma Unit's first Emergency Medical Technicians (EMT), she was responsible for CPR and first aid instruction. In the Butte Unit, she assisted the training bureau with EMT instruction and recertification and was a member of the technical rescue team with a specialty of rescue diver.

Emergency Medical Technician, Enloe Hospital Ambulance 1989 – 1996

- ◆ Worked as an EMT on a Paramedic staff ambulance out of the area's Level II trauma center where she responded to a wide variety of medical emergencies, traffic collisions, and other trauma calls. She also worked Emergency Room (ER) shifts as an ER Tech as well as shifts in the hospital's Urgent Care facility.

Qualifications and Experience:

- ◆ NWCG S-403 Advanced Information Officer Rewrite Committee, Subject Matter Expert
- ◆ NWCG S-420 Command and Control Instructor, CAL FIRE/USDA Forest Service
- ◆ NWCG S-403 Lead Cadre Member, CAL FIRE Academy
- ◆ National Fire Academy Alum
- ◆ State of California Teaching Credential
- ◆ NIMS ICS All-Hazards Historical Recognition document
- ◆ Complex Incident Management (CIMC)
- ◆ CSFM Regional Instructor Orientation
- ◆ State Information Officers Council (past member)

Chief Meyer has over twenty years of public fire protection experience. He recently retired as Fire Chief for the City of SeaTac, Washington, where he was responsible for leading a Fire Department of 53 employees serving a diverse community with a daily population of 96,000 out of three fully staffed fire stations providing fire, EMS, and technical rescue services. Prior to joining the SeaTac Fire Department in 2000, he served as the Division Chief for the Santa Maria Fire Department; Senior Code Enforcement Officer for the City of West Hollywood; and Battalion Chief for the San Clemente Fire Department. Chief Meyer is a Certified Emergency Manager, Certified Chief Fire Officer, and Peer Assessor/Team Leader for the Commission on Fire Accreditation International.

Current Consulting Experience Includes:

Since joining Citygate, some of Mr. Meyer's projects include:

- ◆ Served as Standards of Coverage Specialist to conduct a Fire Department Organizational Review for the City of San Jose Fire Department.
- ◆ Served as Fire Services Specialist to provide an Emergency Medical Services Review for the County of Los Angeles Fire Department.
- ◆ Served as Fire Services Specialist for an update of the City of Pasadena's Standards of Response Coverage plan.
- ◆ Served as Fire Services Specialist for a Fire Services Deployment and Departmental Performance Audit for the Santa Barbara County Fire Department.
- ◆ Served as Senior Fire Services Associate to perform a Standards of Cover study to include a review of fire-department-based ambulance deployment options for the City of Sacramento Fire Department.
- ◆ Served as Accreditation Specialist to develop a fire services strategic plan and pre-accreditation review for University of California, Davis, and City of Davis Fire Departments.
- ◆ Served as Fire Services Specialist to perform a Standards of Cover Study and evaluation of Fire, Rescue, and Emergency Medical Services Delivery for the City of Huntington Beach.
- ◆ Served as Fire Services Specialist for a Fire and Rescue Operations and Staffing Study for the City of Rio Rancho, NM.
- ◆ Served as Senior Fire Services Specialist to Provide an Operational Assessment of the Cooperative Fire Department Response Plan between the Cities of Manhattan Beach and Hermosa Beach.
- ◆ Served as Fire Services Specialist for a comprehensive public safety deployment and performance review of the Police and Fire Departments for the City of Glendale, AZ.
- ◆ Served as Fire Services Specialist to conduct a Fire Department Standards of Cover Staffing Utilization Study for the City of Pearland, TX.

- ◆ Served as Fire Services Specialist for a Comprehensive Fire Department Evaluation and Analysis for the City of Mukilteo, WA.
- ◆ Served as Fire Services Specialist for a Fire Protection and EMS Master Plan for the City of Anacortes, WA Fire Department.
- ◆ Served as Fire Services Specialist for a Comprehensive Management Audit of the Goodyear, AZ Fire Department to evaluate: (1) effectiveness and management processes of the leadership team; (2) design and direction of the organization; and (3) organizational climate.
- ◆ Served as Fire Services Specialist to provide a comprehensive master plan for fire prevention services for the City of Corona Fire Department.

Professional Experience:

January 2010-Present

Northern Arizona University, Mesa, AZ

Adjunct Professor

- ◆ Responsible for syllabi development, student evaluations, in-class and on-line instruction, mentoring of students. Currently teaching in Public Agency Management Program, Emergency Services Administration curriculum.

January 2003-January 2010

SeaTac Fire Department, SeaTac, WA

Fire Chief/Emergency Management Director

- ◆ Responsible for leading a Fire Department of 53 employees serving a diverse community with a daily population of 96,000 out of three fully staffed fire stations providing fire, EMS, and technical rescue services. He was the City's Emergency Management Program Director responsible for all planning, training of staff in Emergency operations/preparedness and as the ECC Director during an emergency. Conducted Standards of Cover analysis, risk assessment, deployment modeling, and strategic planning for emergency response. Developed Annual Reports.

November 2000-January 2003

SeaTac Fire Department, SeaTac, WA

Assistant Fire Chief

- ◆ Responsible for assisting the Fire Chief in leading and managing of the 39 sworn members and 7 civilian members, three fire stations with a 4.7 million dollar budget. Acted as Fire Marshal and community liaison for fire prevention issues. Served as EOC Manager and representative to King County Emergency Management. Served as department's liaison between State Labor and Industries Department. Served as Acting Fire Chief. Developed Standards of Coverage model.

May 1996-November 2000

Santa Maria Fire Department, Santa Maria, CA

Division Chief - Fire Marshal/Emergency Services Coordinator

- ◆ Responsible for all Fire Prevention activities for a diverse community of 80,000 constituents. Directly supervised 5 employees. He conducted training for all members of the Department and City staff in emergency preparedness. Also served as Emergency Services Coordinator and Disaster Preparedness Officer for

the City. Prepared the Emergency Plan and supporting documents. Acted as Duty Chief on a rotating basis responsible for all emergency responses, training and safety.

January 1993-May 1996

City of West Hollywood, West Hollywood, CA

Senior Code Enforcement Officer

- ◆ Managed Code Enforcement Section of 4 personnel that enforced fire, building, and municipal codes for a diverse community of 40,000. Responded and answered citizen complaints, prepared code revisions and amendments, made presentations to the Community, Commissions and City Council.

December 1989-October 1992

San Clemente Fire Dept., San Clemente, CA

Battalion Chief/Fire Marshal Emergency Services Coordinator

- ◆ Managed the Fire Prevention section of 5 staff and a budget of \$500,000 for a community of 40,000. Managed the Hazardous Materials Disclosure Program. Managed the Emergency Preparedness Section for the City. Developed the Emergency Plan for the Community. Rotated as “duty officer” for emergency response and managed 30 on-shift personnel. Laid-off due to budget reductions.

Certifications:

- ◆ Certified Emergency Manager®
- ◆ Certified Chief Fire Officer; Center For Public Safety Excellence
- ◆ Executive Fire Officer, National Fire Academy
- ◆ Peer Assessor/Team Leader for Commission on Fire Accreditation International

Education:

- ◆ Bachelor of Science Degree
California State University Long Beach
- ◆ Master of Science Degree Candidate
All courses completed towards MS in Emergency Services Administration.

Memberships:

- ◆ IAFC Technology Council
- ◆ IAFC Near Miss Program Contractor
- ◆ IAFC Western Division

Chief Olson, a second-generation Firefighter and Fire Chief, began his fire service career in 1988 as a paid-call firefighter with the Fire Department in Orange County, California.

In 1990, Chief Olson was hired as a 9 1 1 dispatcher for the Fire Department in Long Beach, California. He joined the Fire Department in Mesa, Arizona, later that same year and held the positions of Firefighter, Fire Engineer, Fire Captain, Battalion Chief, and Deputy Fire Chief. He was a certified Paramedic and Technical Rescue Technician.

In 2001, Chief Olson was deployed to New York City to assist with recovery from the September 11 terrorist attacks, serving as the government liaison between the City and the American Red Cross. In 2004, Chief Olson was recruited to join the City of Scottsdale, Arizona, in building its new municipal fire department. He served as Deputy Chief of Training and Special Operations and the Deputy Chief of Field Operations before being promoted to Fire Chief in 2011. During his tenure as Fire Chief, Chief Olson was proud to lead efforts to initiate changes in Department staffing and deployment, strategic planning, organizational culture, and the Department's community-focused mission.

In 2012, Chief Olson returned to his home state of California to become the first ever Deputy Chief in the long-established San Luis Obispo City Fire Department. For the previous 138 years, San Luis Obispo City Fire did not have a second-in-command to the Fire Chief. Bringing this new position to life in a Department steeped with tradition was an exciting opportunity. In 2013, Olson was then selected to lead the San Luis Obispo City Fire Department as its Fire Chief.

Relevant Experience and Achievements Include:

◆ **City of San Luis Obispo, Fire Chief (2012–Present)**

- Provides executive leadership, organizational vision, and enhanced communications to the Fire Department while reestablishing healthy and productive relationships in the community.
- Implemented multifaceted internal and external communications via personal contact, online video, social media, and public outreach/presentations.
- Established the new position of Deputy Fire Chief.
- Initiated development of a five-year strategic plan.
- Implemented online citizen feedback program.
- Collaboratively developed new organizational mission and values.
- Brought greater focus to performance measures and meaningful data reporting, including an emphasis on reducing and accurately capturing response times.
- Co-founded County Fire Chiefs' Chief Officer Leadership Program.
- Assisted other City departments with their strategic planning and employee development goals.

◆ **City of Scottsdale Fire Department, Fire Chief (2011–2012)**

- Provided executive leadership, direction, and management to the Fire Department during a dynamic period of substantial financial and organizational change.
- Developed and presented a fiscally responsible \$30M budget and Department reorganization plan designed to maximize continued service delivery with significant funding reductions, including a 30 percent reduction in senior management positions.
- Proactively and effectively managed employee relations during a time that presented significant challenges to employee morale.
- Established new Mission Statement and Strategic Directions for the Department.
- Communicated with City leadership and regional partners to implement structural changes to enhance Firefighter safety and efficiency and honor the regional commitment without budget impacts.
- Established strong and active communications with staff through worksite visits, weekly video updates, and meaningful meetings.
- Demonstrated responsible, respectful, and fully engaged stewardship.

◆ **City of Scottsdale Fire Department, Deputy Fire Chief, Training and Development (2004–2007) and Field Operations (2007–2011)**

- Developed and coordinated a \$22M budget.
- Established, implemented, and administered programs and policies for the protection of citizens from loss of life or property, including a training program to accomplish operational objectives.
- Collaborated and led to define and accomplish established strategic goals and objectives and execute successful strategies.
- Planned, organized, directed, and evaluated emergency response operations, including firefighting, emergency rescue and hazardous material response, and fire prevention programs.
- Worked with other City departments and regional agencies to maintain healthy and productive professional relations.

◆ **City of Mesa Fire Department (1990–2004)**

- Positions held while with the Mesa Fire Department include Deputy Chief of Personnel and Wellness, Deputy Fire Chief of Training and Special Operations, Battalion Chief, Fire Captain – Metropolitan Medical Response Coordinator, Fire Captain – Technical Rescue Technician, Fire Engineer, and Firefighter – Paramedic.

Education and Certification:

- ◆ Master of Arts in Organizational Management, University of Phoenix (2003)

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- ◆ Bachelor of Science in Business Management, University of Phoenix (1997)
 - ◆ Executive Fire Officer, National Fire Academy, Emmitsburg, Maryland (2010)
 - ◆ Certificate in Public Sector Human Resource Management, The George Washington University, Council on Education in Management (2004)

Publication:

Co-authored *Aehlert's EMT-Basic Study Guide*, First Edition

With over 32 years of experience in the fire service Chief Samuels' experience is varied and vast. He has an extensive background in both line and management functions. During the course of Chief Samuels' career, he has served at every rank in the Corona Fire Department from Firefighter, Engineer, Captain, Battalion Chief, and Deputy Chief. As a line officer he has had the opportunity to respond to many incidents where he has operated at both a tactical and strategic level. As a staff officer he has served as the Emergency Medical Services Chief and Deputy Fire Chief. His staff experience includes management of the budget process, discipline and labor relations, and oversight of the Training Division, EMS Division, Facilities, Communications, and Fleet.

Professional Experience:***City of Corona******1987 – 2017***

- ◆ Deputy Chief, 2014-2017
- ◆ Battalion Chief, 2003-2014
- ◆ Fire Captain, 1996-2003
- ◆ Fire Engineer, 1990-1996
- ◆ Firefighter, 1988-1990
- ◆ Firefighter Apprentice, 1987-1988

Santa Ana College - Santa Ana, California***1996 – Present***

- ◆ Fire Technology Instructor, 1996-2013
- ◆ Fire Academy Instructor 2002-Present

Co-Lateral Assignments:

- ◆ Strike Team Leader – Type 1 & 3 Deployments
- ◆ Strategic Plan Manager
- ◆ Emergency Medical Services Division Manager
- ◆ Training Division Manager
- ◆ Hazardous Materials Division Manager
- ◆ Safety Committee Member
- ◆ Uniform Committee Member

Education:

- ◆ California State University, Los Angeles
 - 2013 – Bachelors of Science Degree, Fire Protection Administration
- ◆ University of California, Riverside
 - 1996 – Certificate in Hazardous Materials Management
- ◆ Santa Ana College, Santa Ana

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- 1987 – Associates Degree, Fire Technology
 - ◆ California Fire Service Training and Education System
 - Pending- Chief Officer Certification
 - 1996 – Fire Officer
 - 1994 – Hazardous Materials Specialist
 - 1990 – Hazardous Materials Technician 1988- Rescue Systems I
 - 1988 – Firefighter I and II

Achievements:

- ◆ Firefighter of the Year, 2001
- ◆ Firefighter of the Quarter, 2001
- ◆ Co-Founder of the Corona Public Safety Foundation, 1996
- ◆ Medal of Valor Winner, 1994
- ◆ Firefighter of the Quarter, 1988
- ◆ Former Member, Corona Firefighter's Association Executive Board Developed and Authored a Minority Recruitment Report
- ◆ Former Member, Emergency Medical Services Task Force

Fire Chief Michael W. Dyer began his public safety career over 36 years ago. This career has taken him through various assignments that afforded him the opportunity to gain invaluable experience in many different disciplines, either as a direct participant, supervisor, or manager.

Chief Dyer has served as an Ocean Lifeguard Specialist, Firefighter, Firefighter Paramedic, Firefighter Specialist, Fire Captain, Battalion Chief, Assistant Fire Chief, Deputy Chief, and Chief Deputy in the Los Angeles County Fire Department, and is the recently retired Fire Chief of the Santa Barbara County Fire Department.

Chief Dyer previously held the #2 ranking position in the Los Angeles County Fire Department.

Chief Dyer holds a Bachelor's Degree in Physical Education and a Master's Degree in Public Administration from California State University, Northridge. Chief Dyer recently completed the Executive Leadership Program at the Naval Postgraduate School. In addition to his formal education, he is also certified as a Hazardous Materials Specialist, Paramedic, and achieved the certification of Fire Chief from the California State Fire Marshal.

Chief Dyer recently served on several state wide committees. He served on the California Joint Apprenticeship Management Board, Chair of CALFIRE Contract Counties, and the Chair of the FIRESCOPE Board of Directors.

Professional Experience:***Santa Barbara County Fire Department, Fire Chief******2009 - 2015***

- ◆ Santa Barbara County Forester and Fire Warden and District Fire Chief - Oversees technical direction of all fire operations including fire suppression, emergency medical services, fire prevention, budget, personnel, administration and strategic planning.
- ◆ Santa Barbara County Operational Area Coordinator
- ◆ FIRESCOPE Board of Directors
- ◆ California JAC Management Committee
- ◆ California Contract Counties Vice-Chair
- ◆ California Fire Agreement Consortium

Los Angeles County Fire Department Chief Deputy***2006 - 2009******Business Operations******2006-2007 & 2008-2009***

- ◆ Oversaw the business operations-related half of the Department consisting of three major department bureaus and two executive divisions including the Prevention Bureau, Administrative Bureau, Support Services Bureau, Planning Division and Organizational Development Division.
- ◆ Participated in County Governance Process for new Chief Executive Officer 2007
- ◆ Developed Disaster Preparedness Strategy for Los Angeles County Strategic Plan 2006-2009
- ◆ Regularly attended Los Angeles County Guiding Coalition on behalf of Fire Chief 2006 and 2007

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- ◆ Attended LARICS meetings and reported on behalf of Fire Chief

Emergency Operations

2007-2008

- ◆ Oversaw the emergency operations related half of the Department consisting of the four operations bureaus and one executive division, including Special Operations, East Regional Operations Bureau, Central Regional Operations Bureaus, North Regional Operations Bureau, and the Risk Management Division.
- ◆ 2007 Fire Siege—Agency Administrator
- ◆ Presentation at the National Fusion Center Conference 2008
- ◆ Presentation at the International Association of Fire Chiefs Conference 2008
- ◆ Represented Fire Chief as needed on a number of significant committees including:
- ◆ FIRESCOPE Board of Directors
- ◆ Governors Blue Ribbon Commission Task Force 2007
- ◆ Fire Service Intelligence Enterprise (FSIE) Governance Working Group 2007
- ◆ Region 1 Area B Operational Area Coordinator

Deputy Chief

2002-2006

Support Services Bureau

2005-2006

- ◆ Consisting of three administrative divisions including the Materials Management Division, Fleet Services Division, and Construction & Maintenance Division. These divisions are responsible for Department-wide apparatus maintenance and acquisition, facility maintenance and new construction, as well as warehouse operations, contracts, and procurement of commodities and services.
- ◆ California State Fire Marshal – State Certified Fire Chief 2005 (one of eighteen in California)
- ◆ Guest speaker at Los Angeles County Multicultural Conference 2005

North Regional Operations Bureau

2004-2005

- ◆ Consisting of three operations field divisions including the Air and Wildland Division. These divisions include the Air Operations Section, Heavy Equipment Section, Fire Suppression Camps, four field battalions and 34 fire stations.
- ◆ 2004 NACO Achievement Award winner for development of a comprehensive Helicopter Water Source Directory.
- ◆ Incident Commander of Los Angeles County Incident Management Team 1.
- ◆ 2004 keynote speaker at City of West Hollywood Public Safety Awards.
- ◆ Member of a federal Department of Homeland Security Task Force responsible for developing the Universal Task List for HSPD- 8.
- ◆ 2004 Los Angeles County Productivity Commission Award of Merit recognition for joint Fire Department/Animal Care and Control Large Animal Rescue Program, as Project Manager.

Special Operations Bureau

2002-2004

- ◆ Consisting of three administrative divisions encompassing Department-wide operations in EMS, Training, USAR, Hazmat, Homeland Security, Dispatch Communications, Air Operations, Fire Suppression Camps and Fire Fighter Wellness/Fitness.
- ◆ Department Homeland Security Grant Administrator. Responsible for research and acquisition of personal protective equipment, detection equipment, interoperable communications, and mass casualty, mass decontamination equipment for approximately 3,000 uniformed personnel.
- ◆ Member of California FIREScope Operations Team, 2002 – 2006.

Assistant Fire Chief

2000-2002

- ◆ Division VII - Consisting of (3) field battalions, (23) fire stations, (7) cities, including the unincorporated areas of Universal Studios, Topanga Canyon, Marina Del Rey, Ladera Heights, Athens, and Lennox.
- ◆ Nominated for the Los Angeles Emergency Management Council 2001 Award of Excellence
- ◆ Los Angeles County Productivity Commission Award for “Best Interagency Cooperation” with Animal Care and Control, California Highway Patrol, and Los Angeles County Sheriff in 2001
- ◆ Operations Section Chief of Incident Management Team 1B
- ◆ Southern California Interagency Incident Management Team member
- ◆ Preparation and management of the West Hollywood Christopher Street West Parade/Festival and Halloween Festival, including the development of a Fire Safety Services Agreement to recover Fire Department costs
- ◆ Leadership, management, and coordination of CERT Training given to volunteers in the cities of Malibu, Calabasas, West Hollywood and the unincorporated area of Topanga
- ◆ Leadership and management of annual interagency planning meetings with the Los Angeles County Fire Department, California Department of Forestry, and Ventura County Fire Department
- ◆ Leadership and management of local interagency planning meetings with the Third Supervisorial District office, Public Works, Caltrans, Las Virgenes Municipal Water District, California State Parks, National Park Service, California Highway Patrol, Los Angeles Police Department, Lost Hills Sheriff Station, and Unified Schools
- ◆ Leadership and management in the development of a wildland structure protection group planning template that is now being used with success Department-wide

Battalion Chief***1998-2000***

- ◆ Served in Battalion 16 (Baldwin Park, Covina, and Azusa) and Battalion 1 (West Hollywood, Universal Studios, Ladera Heights, and Marina Del Rey). Served as an Acting Assistant Fire Chief in Division VII.
- ◆ Served as Deputy Operations Section Chief on Incident Management Team 6A

Fire Captain***1993-1998***

- ◆ Served in various assignments to an engine, truck company and hazardous material squad in the cities of West Hollywood, Topanga, Malibu, Altadena, Carson and Santa Clarita.
- ◆ Department First Responder Operational (Hazmat) Instructor
- ◆ Hazmat Technician/Specialist Instructor
- ◆ Department ICS Instructor – I-200, I-300
- ◆ Recruit Training Captain
- ◆ Background Investigator
- ◆ Proctor/Examiner for Firefighter Specialist exam 1991, 1993, 1995
- ◆ Battalion Training Officer

Firefighter Specialist***1990-1993***

- ◆ Fire Prevention Inspector
- ◆ Runner up for Los Angeles County Employee of the Month 1993
- ◆ Conejo Valley Firefighter of the Year 1993

Firefighter / Firefighter Paramedic***1986-1990******Ocean Lifeguard Specialist******1984-1986***

- ◆ Lifeguard Division/ Beaches and Harbors

Ocean Lifeguard Recurrent***1978-1984***

- ◆ Lifeguard Division/Beaches and Harbors

Education and Training:

2008 – Naval Post Graduate School, Executive Leadership Program
2005 – Los Angeles County CAO, Bureau Chief Executive Leadership
2001 – Martin Gang Institute, Interpersonal Dynamics
2000 – California State University, Northridge, Master of Public Administration
1991 – Oxnard College, Associates of Arts – Fire Technology
1981 – California State University, Northridge, Bachelors of Arts – Physical Education

Professional Associations:

- ◆ International Association of Fire Chiefs

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- ◆ California Fire Chiefs Association
 - ◆ National Fire Protection Association
 - ◆ Southern California Association of Foresters and Fire Wardens
 - ◆ American Society for Public Administration (ASPA)

Mr. Neville is 44-year veteran of the fire services and public safety communication professions. He served as Director for two (2) multi-agency Fire/EMS dispatch centers. He is a retired Deputy Fire Chief for the Rancho Santa Fe Fire Protection District of San Diego County. In Rancho Santa Fe, Mr. Neville accumulated 18 years of chief officer experience, and served as an Interim Fire Chief, Fire Marshal, Operations Deputy Chief, and Battalion Chief. Mr. Neville has led many cooperative groups within the County of San Diego, all in the name of collaboration within the service. He is a founding member of the International Fire Code Institute, and has participated in many state- and nation- wide groups, including the National Fire Protection Association (NFPA), Associated Public Safety Communications Officials (APCO), and the International CAD Consortium. He has also served on the California State Citizen’s Corps Council, and was a State Advocate for the National Fire Corps program. He has also served on two state Type I Incident Management Teams, and more than 50 assignments under Federal Emergency Management Administration’s (FEMA) Incident Command System (ICS).

Significant Dispatch Research:

Mr. Neville is a proud collaborator with the San Diego State University Research Foundation. His recent dispatch research with the foundation includes:

- ◆ The Regional Fire Dispatch Center Optimization Study (RFDCOS) – This study catalogued the capabilities, resources, and performances of the nine (9) fire dispatch centers in the region, and provided recommendations for optimizing the performance of these facilities.
- ◆ The Regional CAD Interoperability Project (RCIP) – A multi-year, \$2.4 million grant-funded project to connect six (6) Fire/EMS centers and nine (9) Law Enforcement centers. The highly complex project included the coordination of a selected vendor, nine (9) separate CAD vendors, and 19 distinct government agencies.

Project Consultant Experience:

- ◆ Served as Public Safety Communications Specialist to conduct a Fire Department Organizational Review for the City of San Jose Fire Department.
- ◆ Served as Public Safety Communications Specialist to provide an emergency medical services review for the County of Los Angeles Fire Department.
- ◆ Served as Public Safety Communications / Technology Specialist to perform an emergency command and data center staffing study to enable the City of San Diego Fire-Rescue Department to create a blueprint for a new command center while efficiently planning for the long-term growth of the center and being mindful of the future costs of repairs, upgrades, or expansion.
- ◆ Served as Public Safety Communications Specialist to conduct a fire communications center and lifeguard dispatch review. Citygate performed a fire dispatch merger feasibility study for the San Diego Fire-Rescue Department with the Heartland Communications Facility Authority and North County Dispatch Joint Powers Authority, along with a parallel feasibility study of merging lifeguard dispatch with San Diego fire dispatch.

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- ◆ Served as Public Safety Communications Specialist to conduct a comprehensive fiscal feasibility analysis and to facilitate the development of a governance and Joint powers Authority (JPA) agreement for the formation of a 9-1-1 Emergency Communications JPA for the Monterey County public safety agencies.
 - ◆ Before joining Citygate, served the County of San Diego by conducting a Regional Fire Dispatch Optimization Study.
 - ◆ Before joining Citygate, Served the County of Riverside by conducting a Regional CAD-to-CAD Analysis with a focus on improving operations.
 - ◆ City of Corona (CA/Riverside County Fire Chiefs Association) Analysis – Provided an analysis of the readiness of this region to pursue a large data-sharing “CAD-to-CAD” project; the tasks involved cataloguing current operational and technological abilities with the status of current aid agreements. It involved the review of six (6) separate dispatch facilities that were a combination of fire/EMS only functions, and some police and fire combined centers.
 - ◆ Served as Public Safety Communications Specialist for a communications plan for the Monterey County EMS Agency.
 - ◆ Served as Public Safety Communications Specialist to provide an Emergency Medical Services Review for the County of Los Angeles Fire Department.
 - ◆ Served as Public Safety Communications Specialist for a Services Provision Master Plan project for the Heartland Communications Facility Authority.
 - ◆ San Miguel FPD/CalFire Contract for Services – In collaboration with subject matter experts from both agencies, Mr. Neville provided oversight and counsel to San Miguel in all matters dealing with the transfer of authority and operations in the areas of dispatch and field communications.

A Career in Dispatch and Communications:

Mr. Neville is an experienced practitioner of both the human and technical sides of modern communications operations. He was instrumental in the formation of the North County Dispatch center, a Joint Powers Authority agency combining resources to provide more efficient and modern services to north San Diego County. In both the Rancho Santa Fe FPD, and in North County Dispatch, he was responsible for:

- ◆ Creating and operating the agency’s first CAD system.
- ◆ Project Management for the design, construction, and installation of systems for a new Communications/Fire Administration building.
- ◆ RFP Design and Project Management for separate projects to replace the CAD/RMS system, and to replace and expand the multi-site radio systems.
- ◆ Participating in the Countywide Regional Communications System (RCS) Steering Committee, which was responsible for creating the operational criteria and user needs for a large trunked radio system.

As Director of the Heartland Communications Authority, a multi-agency center, he:

- ◆ Managed the project which “amended and re-stated” the originating documents under California state law.
- ◆ Implemented a tiered-level medical dispatch program.
- ◆ Coordinated with a recruiter for a permanent Director.
- ◆ Reviewed and implemented changes in the funding allocation method for participating member agencies.

Mr. Neville has enjoyed many successes in fire services and public safety communications. He continues to capitalize on the strengths of people, create collaboration, and conscientiously plans for the future as technological advancements in the general public will drive changes in public safety communications.

Eric Lind's 18 years of experience spans several industries, including two years in municipal government as a performance improvement analyst. His municipal government experience has largely focused on public safety performance improvement projects, including a fire facilities location study, alternative fire service delivery modeling, and an administrative performance assessment of civilian police staff.

Mr. Lind has used performance improvement and business transformation techniques throughout his career across the globe. He is skilled with developing and conducting statistical research to answer operations questions. He is equally comfortable with survey research. Mr. Lind has two published survey research papers, including one he developed for Rotary International.

Mr. Lind is a Lean Six Sigma Certified Black Belt and has a bachelor's degree and two master's degrees in international business, with both of the master's degrees from different countries.

Consulting Experience:

- ◆ Currently serving as Statistical and Operations Analysis Associate to provide EMS system consultation services for the Alameda County Health Care Services Agency.
- ◆ Served as Statistical and Operations Analysis Associate to conduct an ambulance services oversight analysis for the City of San Diego Fire-Rescue Department.
- ◆ Served as Statistical, GIS, and Operational Analysis Specialist to perform a comprehensive public safety Master Plan that will enable the Police and Fire-Medical Departments to complete their organizational programmatic goals while falling in line with the General Plan 2035 for the City of Surprise, Arizona, and the City Council Strategic Plan.
- ◆ Served as Emergency Medical Services Statistical Specialist to conduct a regional fire services Standards of Coverage analysis and a capacity constraint analysis for the Ventura County Fire Protection District.
- ◆ Served as Statistical and Operational Analysis Associate to perform a comprehensive services delivery and staffing review for the Monterey County Sheriff's Department.
- ◆ Served as Statistical and Operational Analysis Associate for a comprehensive services delivery and staffing review for the Police Department in the City of Eloy, Arizona.
- ◆ Served as Statistical and Operational Analysis Associate to perform a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.
- ◆ Currently serving as Statistical, Geographic Information Systems, and Operational Analysis Specialist to perform a comprehensive services delivery and staffing review for the Yuba County Sheriff's Department.

Professional Experience:

Performance Analyst

City of Vancouver, WA

September 2012–August 2014

- ◆ Worked with directors across the City to obtain requirements for business transformation projects and led the development, testing, and implementation of business solutions. Provided training to more than 200 City staff on Lean Six-Sigma concepts and tools, including the DMAIC (design, measure, analyze, improve, and control) method, statistical process control, hypothesis testing, and others.
- ◆ Worked closely with the Police Chief and his staff to review several administrative functions with the goal of staffing the East Precinct front desk within existing budget constraints. Analysis revealed that the purchasing, inventory, and grants management functions could be simplified and reconfigured to staff the East Precinct front desk with no additional labor cost.
- ◆ Worked closely with the Fire Chief and key staff to define objectives for business transformation projects:
 - Use SUVs to respond to medical calls to reduce response time and cost and to maintain/improve the quality of patient care. Although test results were favorable, alternative tactical configurations were recommended to improve results.
 - Assess the optimum composition, configuration, and geographic placement of fire stations given population growth, call volume and location, and budgetary constraints. Results revealed that moving two fire stations would improve response time for critical service areas, as well as improve tactical capability.
 - Worked with City and County partners to examine medical priority dispatch system code types and prioritize them appropriately. For example, assaults and attempted suicides were reduced from Priority 1 to Priority 2 because Police must secure the scene prior to EMS providing service.
- ◆ Conducted a variety of full life-cycle survey projects from birth-to-earth, including identifying research questions, survey development, data gathering and cleanup, analysis, interpretation, and making recommendations.
- ◆ With the CFO and finance team, scoped and defined a project aimed at reducing error and cycle time in the Procure-to-Pay process.
- ◆ Trained and led a team of Fire Department analysts on the scientific method to help them execute pilot projects successfully from problem definition to solution implementation.

Volunteer Research Analyst

Rotary International, Evanston, IL

May 2011–December 2011

- ◆ In collaboration with the Chief Information Officer and Rotarians across the world, completed a full-scale global marketing research study to determine how Rotary International might better leverage social media technology to help Rotarian volunteers be more effective in their Rotary work.
- ◆ Worked with Rotary's Chief Information Officer to identify the research question and develop a scientifically robust survey instrument for testing.
- ◆ Rotarians were interviewed to develop a qualitative framework of concepts relevant to the research question, and a quantitative survey instrument was developed out of the conceptual framework.
- ◆ After a pilot test of the survey, a 66-question survey was developed around 14 statistically valid and reliable constructs.
- ◆ The survey was translated to seven languages, back translated, and distributed to 26,500 Rotarians worldwide, with more than 1,100 valid responses coming from 72 countries. A final 58-page statistical analysis with strategic recommendations was provided to the board of directors, including that Rotary should increase its Facebook presence because it is a significant factor ($p < .000$ @ 18 percent of the variance) in driving club engagement among Rotarians, particularly for Rotarians who are involved in international, vocational, and youth service projects.

Consultant

Confidential Client, China

April 2011–August 2011

- ◆ Client requested assistance with handling a variety of human resource challenges in advance of a major acquisition-based market expansion. The focus of the project was to identify tools and techniques to facilitate transfer of corporate policy and processes to improve post-acquisition integration. Particular focus was given to knowledge transfer due to Chinese labor market conditions because job-hopping was commonplace in China at the time.
- ◆ Identified that labor market competitive advantage in the Chinese labor market could be achieved through employee performance planning (e.g. employees with specific objectives to achieve) coupled with corporate support in training, motivation, and performance rewards are better equipped to retain key talent.
- ◆ Demonstrated how Lean Six Sigma can foster the transfer of tacit knowledge to explicit knowledge with careful inquiry and documentation.
- ◆ Demonstrated how Lean Six Sigma is an excellent method to measure performance for continued employee development, knowledge management, and process quality control.
- ◆ Demonstrated how performance planning helps companies improve quality by partnering with employees to establish mission-aligned performance goals.

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- ◆ Recommended enhancements to company's corporate training and education programs to improve the reach and effectiveness of employee training while simultaneously reducing training costs.

Graduate Student

ESC Rennes School of Business, Rennes, France

September 2010–April 2012

- ◆ Completed a dual master of arts degree in international business at ESC Rennes School of Business (otherwise known as École Supérieure de Commerce de Rennes) and Open University in Milton-Keynes, UK. Courses for both degrees were held in France.

Project Manager

AT&T Global Network Services, Southbury, CT

May 1999–June 2010

- ◆ AT&T Global Services provides virtual private network services to enterprise customers via its global data network backbone. The Service Delivery team manages an average work in progress of 3,500 customer projects daily, with annual revenues of approximately \$4.7 billion worldwide (as of year-end 2010). Directed daily provisioning operations, supervising six provisioning teams consisting of 65 individuals in the U.S. Supported more than 130 upstream project managers and more than 100 network engineers in North and South America, Europe, and Asia.
 - Defined and led multiple process improvement projects with statistically significant improvements in cycle-time and variance. Received a Customer Service Excellence Award for these improvement projects, which is awarded to less than 0.1 percent of employees worldwide.
 - Developed a variety of tools and reports to help detect, control, eliminate, and mitigate process errors, as well as improve flow and cycle time.
 - Used quantitative data to analyze operational trends and develop and implement strategic quality improvement projects.
 - Developed and provided training to hundreds of employees in North and South America, Europe, and Asia.
 - Provided regular progress reports and presentations on quality improvement projects to the division vice president and other senior management.
- ◆ Other job functions at AT&T included the following:
 - Transport Manager (2003–2006) – Primarily responsible for ensuring delivery of network services (circuits and permanent virtual circuits) for client projects.
 - Circuit Build Coordinator (2001–2003) – Primarily responsible for data circuit engineering and circuit delivery.
 - Circuit Order Writer (1999–2001) – Primarily responsible for placing vendor purchase orders for data circuits.

Technical Service Manager

TJS Electronics & Peripherals Inc., Bradford, CT

February 1997–May 1999

- ◆ Tested and assembled product for delivery. Managed product returns and customer service for enterprise clients. Provided training and support to customers as needed.
 - Slashed average daily inventories by \$50,000 USD per month (or five percent of annual revenues) through Just-In-Time / Toyota Production System techniques.
 - Co-developed one of the first USB external hard discs.

Education:

- ◆ Master of Arts in International Business, École Supérieure de Commerce de Rennes, September 2010–April 2012
- ◆ Master of Arts in International Business, Open University, September 2010–April 2012
- ◆ Bachelor of Science in International Business, Quinnipiac University, August 2003–January 2008
- ◆ Magna Cum Laude

Certificates:

- ◆ Lean Six Sigma Black Belt, Pyzdek Institute LLC September 2014
- ◆ Lean Six Sigma Green Belt, AT&T (Juran Institute) October 2008
- ◆ Lean Six Sigma Yellow Belt, AT&T (Juran Institute) April 2008

Mr. Vargas has over 25 years of experience in public works and fleet management. He is the former longtime Fleet Manager for the City of Sunnyvale, where he planned, organized, and supervised fleet management operations for all City departments and programs, and performed a variety of technical tasks relative to transportation administration. He has also served as the Fleet Superintendent for the City of Fremont, the Fleet Manager for the Stanislaus County, and the Public Works Site Program Manager as well as Transportation Services Director for the Navy's Public Works in San Francisco Bay. Mr. Vargas' professional affiliations include the National Association of Fleet Administrators, the California County Fleet Manager's Association, and the Public Fleet Supervisors Association, where he served as Vice President. He has a bachelor's degree in business management and master's degree in human resources management and development.

Professional Experience:***City of Sunnyvale******Fleet Manager******Apr.2006-July 2016***

- ◆ Planned, organized, and supervised fleet management operations for all City departments and programs; performed a variety of technical tasks relative to transportation administration. Recommended and assisted in the implementation of goals and objectives; established schedules and methods for the maintenance of the City's fleet and refueling infrastructure; implemented policies and procedures. Developed and implemented plans to meet environmental goals, such as the introduction and evaluation of alternative fueled vehicles. Two direct reports with 12 staff assigned to this division.

City of Fremont***Fleet Superintendent******Apr 1998-June 2006***

- ◆ Directed the selection, supervision, prioritization of work, work evaluation, and provided for staff training and development. Worked with employees to correct deficiencies; implemented discipline procedures. Prepared and administered the program budget; assisted in budget implementation; participated in the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitored and controlled expenditures. Made oral and/or written presentations to elected officials, boards, commissions, City staff, and citizen groups. One direct report with 10 employees assigned to this division.

Stanislaus County***Fleet Manager******Sept 1994-Apr 1998***

- ◆ Developed, administered, and updated the fleet replacement program including developing bid specifications, acquisition and equipment disposal, in coordination with all County departments. Developed efficient methods of equipment utilization and allocation; reallocated equipment between units to ensure maximum utilization, productivity, and cost effectiveness. Developed and administered a comprehensive preventive maintenance and repair program. Administered the fleet's rental rate cost recovery program, ensuring liquidity and sufficient cash flow to support short and long-terms operations. Six direct reports.

Department of the Navy, Navy Public Works San Francisco Bay

Public Works Site Program Manager

1993-1994

- ◆ Site public works manager in charge of operations and maintenance for internal services type and general fund systems for federal government. Responsible for facilities repair and fleet operations. Developed and implemented plans to meet environmental goals, such as the introduction and evaluation of alternative fueled vehicles. Implemented ongoing health, safety, and wellness programs. Worked independently and as a team member; recognized and set priorities and met all deadlines. Two direct reports with 36 employees.

Department of the Navy, Navy Public Works San Francisco Bay

Transportation Services Director

1990-1993

- ◆ Managed the administration of over 3,800 pieces of automotive and construction equipment. Organized, implemented, and directed activities associated with specification development and equipment rental rate development. Interpreted Federal guidelines and department policies and procedures. Prepared a variety of technical and administrative reports and correspondence. Managed program recordkeeping systems, including computerized databases for vehicle asset and fuel management; provided data and information to client departments.

Education:

- ◆ M.S. Human Resources Management & Development, Chapman University, 1992
- ◆ B.A. Business Management, Chapman University, 1987
- ◆ A.A. Supervision Management, Ohlone College, 1984
- ◆ A.S. Automotive Technology, Los Angeles Trade Tech College, 1980
- ◆ Certificate Maintenance Institute, Clemson University, 2000

Professional Affiliations:

- ◆ National Association of Fleet Administrators (NAFA)
- ◆ Public Fleet Supervisors Association (PFSA) Vice President 2004-2005
- ◆ California County Fleet Manager's Association

Mr. Green has over 35 years of experience in all aspects of municipal finance, including as a professional manager. Mr. Green recently performed a fiscal audit of the County of Maui's Fire and Public Safety Department to provide the County with recommendations to improve operational effectiveness, as well as fiscal efficiency. He has had primary responsibility for the development and monitoring of citywide budgets for four municipalities, with total budgets ranging from \$70 million to \$680 million. He developed and fine-tuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a \$10 million General Fund operating deficit to a \$5 million General Fund operating surplus. Mr. Green has extensive experience with all aspects of the operations of a municipal finance department including, but not limited to, financial reporting/accounting and analysis, accounts payable/receivable, debt issuance/management, payroll, investments, business licensing, risk management, purchasing, grant management, labor relations, and budgeting. Additionally, Mr. Green has developed and implemented finance department strategic plans in several jurisdictions. He has also served on many government finance organizations including California Society of Municipal Finance Officers Chapter Co-chair, League of California Cities Employee Relations Department representative, and the State of Nevada Committee on Local Government Finance committee member.

Related Experience Includes:

- ◆ Served as Financial Specialist for Citygate's performance and fiscal audit of the County of Maui Department of Fire and Public Safety.
- ◆ Currently serving as Financial Specialist for Citygate's Standards of Coverage and headquarters services assessment for the City of Milpitas.
- ◆ Currently serving as Financial Specialist for Citygate's organizational and staffing review of the City of South Pasadena's Finance Department.
- ◆ Currently serving as Financial Specialist for Citygate's animal care, control, and shelter services performance audit for San Mateo County.
- ◆ Serving as Local Government Finance Specialist for an organizational review and budget stabilization assessment for the City of Angels Camp, California, with the purpose of developing a strategic, goal-focused, sustainable budget strategy.
- ◆ Recently served as Financial Specialist for Citygate's operational and cost analysis of Contra Costa County's Animal Services Department.
- ◆ Completed the Comprehensive Annual Financial Report on time and with clean audit opinions for four municipalities during more than 30 years being primarily responsible for developing and monitoring the citywide budgets, with total budgets ranging from \$70 million to \$680 million.
- ◆ Developed and fine-tuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a \$10 million General Fund operating deficit to a \$5 million General Fund operating surplus.
- ◆ Served as financing team lead for numerous multi-million debt issuances, including the \$282 million ReTRAC, a \$108 million event center, and \$35 million

in Cabela's projects in Reno, NV; and the \$156 million Rose Bowl renovation in Pasadena, CA.

- ◆ Appointed by the League of California Cities' Fiscal Officers Department to the Employee Relations Committee and voted in as the second Vice President of the League's Executive Committee (change of employment prevented serving as second vice president).
- ◆ Served as Chief Negotiator for the Cities of Rialto and Reno for various police and fire labor units, achieving successful multi-year agreements in both Cities.
- ◆ Developed a strategic action plan to improve the motor pool operation of the City of Rialto.
- ◆ Developed a review, monitoring, and evaluation process for the worker's compensation program for the City of Rialto, which resulted in a 15 percent savings in costs.
- ◆ Served in the lead role in four different, successful financial system conversions.
- ◆ Appointed by the League of Nevada Cities to be a member of the Committee on Local Government Finance, which monitors and makes recommendations on statewide operations of local governments.
- ◆ Served as a Board member and Executive Committee member of risk-sharing pool for the City of Rialto's liability function.
- ◆ Developed and implemented a cross-functional work-team concept in the finance departments of the Cities of Rialto and Reno, which improved operational efficiency and effectiveness, as well as Department morale.
- ◆ Successfully motivated and directed staff to implement the various internal audit recommendations given to the finance departments for the Cities of Reno and Pasadena.
- ◆ Significantly increased the level of professionalism and education among the senior management staff of the finance departments of the Cities of Reno and Pasadena.
- ◆ Developed the first vision statements for the finance departments for the Cities of Reno and Pasadena to maintain departmental focus on its role in achieving the citywide vision.
- ◆ Developed and implemented annual senior management staff retreats to ensure that Department senior managers remain focused on the Department and the citywide vision.

Employment:

Director of Finance, City of Pasadena, CA	2009–2015
Finance Director, City of Reno, NV	2001–2009
Director of Finance / Director of Administrative Services, City of Rialto, CA	1992–2001
Director of Finance, City of San Bernardino, CA	1986–1992

Assistant Director of Finance, City of San Bernardino, CA	1985–1986
Internal Auditor / Budget Officer, City of San Bernardino, CA	1984–1985

Honors and Awards:

- ◆ Pasadena NAACP Government Sector Honoree
- ◆ San Bernardino Management Association Manager of the Year
- ◆ San Bernardino NAACP Pioneer Award
- ◆ Government Finance Officer Association Certificate of Achievement in Outstanding Financial Reporting: eight years in Reno, nine years in Rialto, and six years in Pasadena
- ◆ Government Finance Officer Association Distinguished Budgeting Award: eight years in Reno and six years in Pasadena
- ◆ Fontana Branch Derby Club Outstanding Achievement Award

Ms. Chambers is a Senior Associate with Citygate Associates. Ms. Chamber's 25 years in local government includes executive leadership as a City Manager, Assistant City Manager, Public Works Director, and Human Resources Director in full-service urban, suburban, and rural communities, including the California Cities of Burbank, Daly City, San Bruno, Chico, and Ukiah and the Minnesota Cities of Burnsville and Brooklyn Center.

Ms. Chambers served as Ukiah, CA City Manager for seven years, retiring in June 2015, and then served as Interim Assistant City Manager for the City of Sunnyvale, CA, and has recently again provided interim support to the City Manager's office in Sunnyvale during its permanent Deputy City Manager search process. Throughout her career, Ms. Chambers successfully implemented strategic realignment of service delivery systems, including financial resources, to achieve improved and sustainable programs for citizens.

Ms. Chambers has expertise assisting elected officials, city staff, and community stakeholders in identifying and achieving desired goals in complex financial and operational environments, as well as operational and service delivery experience in economic and community development, housing, human resources, parks and recreation, public works, water, sewer, and solid waste. Ms. Chambers is an International City/County Manager Association Retired Credentialed Manager, having earned and maintained this recognition annually for more than a decade. She earned a master's degree in public administration from UCLA and an undergraduate degree in political science from California State University, Northridge.

Related Experience Includes:

- ◆ Served as Senior Associate and Fiscal Specialist for an emergency services Master Plan for the Aptos/La Selva Fire Protection District.
- ◆ Currently serving as Project Manager and Local Client Coordinator to evaluate the performance of the Peninsula Humane Society and Society for the Prevention of Cruelty to Animals in San Mateo County, California, to examine contractual compliance, as well as whether the necessary animal shelter operational elements exist to increase performance and transparency.
- ◆ Served as Stakeholder Outreach Consultant to perform a review of the Salt Lake City's building services process.
- ◆ Served as Project Manager to perform a high-level field operations and sheltering practices cost analysis for the Contra Costa County Animal Services Department.
- ◆ Served as Project Manager and Lead Consultant to perform an organizational and operational review of Goleta's Planning and Environmental Review Department, with the strategic objective of enhancing organizational operations for current and future needs.
- ◆ Served as Project Manager for an assessment of the Community Development Center and review the building functions for the City of Healdsburg.
- ◆ Served as Senior Associate and Fiscal Specialist to perform a review of the City of Victorville's fire services options.

- ◆ Beginning in 2008, as City Manager of Ukiah, successfully addressed subsequent years of multi-million-dollar general fund deficits, including additional \$1 million loss of redevelopment funds, to achieve a balanced \$15 million General Fund in 2014–15.
- ◆ Implemented annual five-year revenue forecasting and improved fiscal report transparency in budget document as City Manager in Ukiah.
- ◆ Led business process reengineering efforts throughout her career, improving performance in information systems, finance, building and planning, and human resources, as well as administrative services delivery for both internal and external customers. Examples include resolving operations issues such as fleet management and police staffing for public events in Daly City, California and reducing costs and increasing profit margins for two City-operated enterprises: a \$3.3 million liquor enterprise and a \$3.8 million events center in Brooklyn Center, Minnesota.
- ◆ Facilitated efforts toward an eventual fire agency merger, improving advanced life support services regionally and their cost-effectiveness in \$3 million combination of service delivery between City of Ukiah and the Ukiah Valley Fire District.
- ◆ Secured opportunity for over 100 new jobs and \$1 million new sales tax revenues as part of economic development activities as City Manager in Ukiah.
- ◆ Secured opportunity for the State Administrative Office of Courts to build a new \$123 million Mendocino County Courthouse and assembled the site through public/private collaboration with multiple agencies, including the County, the State Water Board, the Administrative Office of the Courts, and a local developer.
- ◆ Instituted proactive business liaison efforts to facilitate expansion of local industries, such as local food movement, tourism, retail sales, and manufacturing. Occupancy tax revenues rose more than 10 percent in subsequent years.
- ◆ Corrected course and department service delivery systems in the Cities of San Bruno and Ukiah, resulting in completion of engineering, bidding, and construction activities in excess of \$38 million, including long-awaited infrastructure and street improvement projects.
- ◆ Oversaw completion of a \$56 million wastewater treatment plant in Ukiah and a \$7.9 million fire, jail, and police facilities program for the City of Brooklyn Center.
- ◆ Initiated and guided development of capital improvement budgets ranging from \$50 to \$100 million to address long-deferred infrastructure projects in electric, water, and sewer utilities, including equipment purchases for public safety, as well as planning for repairs and replacement of City parks and facilities in the Cities of Ukiah and San Bruno.

Mr. Steven Harman retired after a 32-year career in human resource management and joined Citygate Associates. He served as the Director of Human Resources for the City of Livermore, CA, for six years where he provided human resource management leadership and technical expertise in all functional areas, including executive search, classification and compensation, labor relations, training and development, and policy development and implementation, along with other responsibilities. Mr. Harman is a skilled, experienced, and acknowledged leader in the public sector human resource management community. Mr. Harman has extensive experience in providing human resource management services for public safety functions.

Mr. Harman is active in the profession; he was on the Board of Directors of the International Public Management Association for Human Resources (IPMA-HR) and is currently on the Board of Directors of the IPMA-HR Certification Council. He holds an IPMA-CP, which is the highest level of professional certification offered to public sector human resource professionals.

Related Experience:

- ◆ Currently serving as Human Resources Specialist to provide EMS system consultation services for the Alameda County Health Care Services Agency.
- ◆ Served as Senior Human Resource Consultant to provide an emergency medical services review for the County of Los Angeles Fire Department.
- ◆ Served as Senior Human Resources Specialist to conduct a fire department organizational review for the City of San Jose Fire Department.
- ◆ Served as Human Resources Consultant for a project to provide a feasibility study for a public safety Joint Powers Authority for the Cities of Adelanto, Hesperia, and Victorville and the Town of Apple Valley.
- ◆ Served as Human Resources Specialist for the City of Rancho Cucamonga Police Services and JPA feasibility analysis.
- ◆ Served as Senior Consultant and Co-Project Director to conduct a fire services alternatives study for the Cities of Newark and Union City.
- ◆ Served as Human Resources Specialist for domain awareness center staffing plan development for the Port of Oakland and City of Oakland.
- ◆ Served as Project Consultant for a review and assessment of organizational structure, operational functions, and levels of staffing for each District department to enhance organizational and operational current and future needs for the Monterey Peninsula Airport District.
- ◆ Served as Project Manager for Citygate's analysis of the Human Resources Division for the City of Vista, CA.
- ◆ Served as Project Manager for a management review of the Police Department for the City of Maricopa, AZ.
- ◆ Served as Human Resources Specialist to perform a comprehensive public safety deployment and performance review of the Police and Fire Departments for the City of Glendale, AZ.

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- ◆ Served as Project Manager for Citygate's review of the Police Department for the City of Goodyear, AZ.
 - ◆ Served as Project Manager for a review of the leadership and management approach to implementing the policies regarding the standards of conduct and ethics for the Police Department of the City of Provo, Utah.
 - ◆ Served as senior consultant and project manager for an executive search for the position of Police Chief for the City of Provo, UT.
 - ◆ As Director of Human Resources for the City of Vallejo, CA, Mr. Harman was responsible for coordinating and assisting with the administration of discipline for the Vallejo Police Department. As Secretary to the Civil Service Commission, Mr. Harman assisted in defending management's disciplinary action before the Civil Service Commission.
 - ◆ Conducted hundreds of successful searches including fire chiefs, police chiefs, city attorneys, department heads, division managers and other key governmental positions.
 - ◆ Conducted a search for the City of Los Angeles' Information Technology Agency for the positions of General Manager and Assistant General Manager.
 - ◆ Conducted an executive search for the Los Angeles Animal Services General Manager.
 - ◆ Developed and implemented human resources strategic plans so that the goals of the human resource program were aligned with the organizational goals and objectives.
 - ◆ Developed and implemented comprehensive employee compensation policies and procedures.
 - ◆ Directed organization-wide classification and compensation studies for two public agencies, Butte County, CA and the City of San Leandro, CA.
 - ◆ Developed a comprehensive employee compensation policy for City Council approval, which required an annual "total compensation" salary and benefit study and report for benchmark job classes.
 - ◆ Conducted numerous compensation studies for executive-level positions, including City Manager, City Attorney, Finance Director, Director of Library Services, Police and Fire Chief, Director of Economic Development, and Community Development Director, among others.
 - ◆ Developed and implemented strategies for compliance with Accounting Standard #45 and reduced long-term liabilities for retirement health insurance.
 - ◆ Successfully negotiated more than 50 labor agreements all within bargaining parameters; concurrently developing a high level of trust with representatives of organized labor.
 - ◆ Successfully negotiated the consolidation of two municipal fire departments.
 - ◆ Served as Program Chair for the 2006 IPMA-HR International Training Conference in Las Vegas, NV, titled "Solving the Generational Collide."

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- ◆ Presented at numerous human resource management conferences.
 - ◆ Served as a certified expert witness in state and federal court in matters pertaining to recruitment and selection, assessment and employment discrimination.
 - ◆ Received the 2005 NCCIPMA-HR Agency Award of Excellence.

Detailed Work Experience:

Director of Human Resources, City of Livermore, CA

9/2002 – 9/2008

- ◆ As a member of the City's leadership team, responsible for formulating and implementing human resource policies, practices and procedures for an organization with more than 500 employees. Facilitated annual leadership team retreats and other organization-wide planning activities. Supervised a staff of eight engaged in recruitment, classification, training and development, employee benefits management, labor relations, and related functions. Managed a departmental budget of \$1.2 million and an employee benefits budget of more than \$5 million. Designated as the chief spokesperson for the labor relations program.

Director of Human Resources, Labor Relations and Risk Management, City of Vallejo, CA

3/2000 – 9/2002

- ◆ As a member of the City's executive management teams, was responsible for the full range of human resource and risk management activities for this city with a population of 120,000. Supervised a staff of sixteen engaged in recruitment, classification, training, benefits, risk management and labor relations functions. Served as Executive Secretary to the Civil Service Commission. Managed a departmental budget of \$1.2 million and a risk management budget of more than \$6 million. Personally responsible for directing an effective, proactive labor relations program.

Human Resources Director, City of San Leandro, CA

1994 – 3/2000

- ◆ Reporting to the City Manager, responsible for managing and directing the human resource program for this city with a population of 75,000. Managed and directed a six-person staff performing the traditional personnel management functions, including recruitment, classification and compensation, employee benefits management, and training and development, along with related administrative and managerial responsibilities.

Human Resources Director, Butte County, CA

1992 – 1994

- ◆ Reporting to the County Administrator, responsible for managing and directing the human resources program for an organization with 1,700 employees. Supervised a staff of eight.

Mr. Beas has 34 years of municipal human resources experience, including 28 years of human resource management experience. Prior to his retirement in 2013, he served for 17 years as the Executive Director for the City of Long Beach, CA Civil Service Department. He also worked in two other leadership positions for the City of Long Beach—Recruitment Officer and Deputy Director. In addition, he worked as the Director of Personnel for the City of Monterey Park. Mr. Beas has extensive experience in recruitment, employee selection processes, program development, and training. Throughout his career, Mr. Beas has developed and implemented innovative ideas to enhance diversity in selection processes, streamline operations to improve efficiency, and trained staff at all levels in human resources topics. After retirement, Mr. Beas worked as interim Director of Human Resources for the City of Compton and the City of Commerce. Throughout his career and while retired he served as a consultant to multiple public agencies and organizations.

While working, Mr. Beas was active in the profession. He served as President on the Board of Directors of the Western Region International Public Management Association-Human Resources (WRIPMA-HR). He was also a board member, and President of the South California Public Management Association-Human Resources (SCPMA-HR), of which he was honored with a Lifetime Membership. He holds an IPMA-CP, a professional certification offered to successful public sector human resource professionals. Mr. Beas earned a Bachelor of Arts degree in Political Science from UC Davis and a Master's degree in Public Administration from CSU Long Beach.

Related Experience Includes:

- ◆ Conducted successful major outreach recruitment efforts for entry-level public safety opportunities for the City of Santa Ana and the City of Long Beach.
- ◆ Administered the City of Santa Ana Affirmative Action/EEO program to adhere to a consent decree imposed on the City.
- ◆ Conducted training sessions on EEO laws and employee performance evaluations for the City of Santa Ana.
- ◆ Developed and implemented a comprehensive Recruitment and Marketing Program as the Recruitment Officer for the City of Long Beach. A primary goal of the branding program was to establish the City of Long Beach as an employer of choice. Much emphasis was placed on increasing the diversity of the applicant pool particularly among Police and Fire entry level job candidates.
- ◆ Developed and coordinated the participation of all Long Beach city departments in the city's outreach recruitment efforts.
- ◆ Developed and conducted an Effective Selection Interview training course for Long Beach managers and supervisors.
- ◆ In Monterey Park, negotiated contracts with three employee associations, and managed the meet and confer sessions.
- ◆ As Director of Personnel, with much support from staff, upgraded the City of Monterey Park Risk Management program.

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- ◆ Conducted executive selection processes for Monterey Park Assistant City Manager and Director of Planning.
 - ◆ Conducted promotional selection and examination processes for Monterey Park safety classifications.
 - ◆ In Monterey Park, developed and implemented a new employee performance evaluation program, and conducted supervisory training for the new program.
 - ◆ As Deputy Director for the City of Long Beach, conducted and implemented, in coordination with the Human Resources Department, a major classification consolidation study which resulted in a significant reduction of classifications.
 - ◆ Completed a major revision to the City of Long Beach Rules and Regulations to streamline the examination and certification processes which increased the efficiency in hiring employees.
 - ◆ Chaired a citywide committee that developed and implemented a new employee performance evaluation program. The Civil Service Department administered the employee evaluation program for classified employees.
 - ◆ Developed and conducted training courses for Employee Job Performance Evaluation and Civil Service Rules and Regulations for Long Beach managers and supervisors.
 - ◆ As Executive Director of Long Beach Civil Service, directed staff in the streamlining of recruitment, examination and certification processes to increase efficiency in serving operating departments.
 - ◆ Conducted annual forecasting meetings with department heads to project and plan recruitment activities and efforts for succession planning objectives.
 - ◆ Developed and conducted a new video scenario examination for entry level Police and Fire classifications. This new examination process was recognized with a national award from International Public Management Association Assessment Council (IPMAAC).
 - ◆ Developed a mission statement with major work objectives for the Civil Service Department as well as performance working standards for all department staff.
 - ◆ Developed and implemented a customer service survey to receive feedback from operation departments on the effectiveness of services provided.
 - ◆ As interim Human Resources Director for the City of Compton, CA, created a Computer Purchase Loan program for city employees.
 - ◆ Coordinated the completion of a major salary survey with a consultant.
 - ◆ Completed an executive selection process for the City of Compton, Human Resources Director.
 - ◆ Reached tentative contract agreements with all four employee bargaining units.
 - ◆ Received City Council approval for the adoption of new classifications and salary adjustments.

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- ◆ As interim HR Director for the City of Commerce, CA, administered discipline on some department heads on behalf of the City Administrator.
 - ◆ Managed risk management claims against the City of Commerce.
 - ◆ Reinitiated the automation of Human Resources Department files.
 - ◆ Created the executive selection process for the Human Resources Director.
 - ◆ As a consultant for the City of Vernon, CA conducted management selection processes for Deputy City Administrator, Deputy City Attorney, Building and Safety Official and Principal Civil Engineer.

Detailed Work Experience:

***Executive Director, Civil Service Department, City of Long Beach, CA* 1997 – 2013**

- ◆ Managed the Civil Service Department. It included three divisions supported by 14 to 23 staff and a budget of \$2 to \$3 million. Long Beach is a full-service city with 4500 employees, including 4200 classified employees, and 15 operating departments. Worked closely with Executive Management Team to provide leadership and direction to meet City staffing needs, including the full spectrum of recruitment and examination planning. Administered the creation, adoption, and amendment of classification specifications for classified service. Conducted meet and confer sessions with employee associations on related issues, and addressed other employee relations concerns. Conducted training classes for Leadership Long Beach, a program designed to develop supervisors and managers. Addressed the City Council on all issues related to the Civil Service Department, including annual department budget presentation.

***Deputy Director, Civil Service Department, City of Long Beach, CA* 1991 – 1997**

- ◆ Worked with the Executive management team to address any issues related to service delivery. Led staff on citywide management committees that developed new programs or addressed pressing issues. Jointly worked with the Human Resources Department to conduct and implement a major classification consolidation study. Chaired a committee that developed and implemented a new employee performance evaluation program. Completed a major revision of the Civil Service Rules and Regulations to enhance the hiring process. Supervised three staff.

***Personnel Director, City of Monterey Park, CA* 1990 – 1991**

- ◆ Managed a full-service Human Resources Department for 320 full-time employees and eight operating departments. With a staff of five employees, the department managed the labor and employee relations activities of five employee associations. It administered the City's classification compensation plan, and its employee benefits program. Completed all recruitment, examination, and selection processes. Supervised the risk management, safety, and insurance programs. Provided staff support to the Personnel Board. Regularly addressed the City Council on human resources issues.

Recruitment Officer, Civil Service Department, City of Long Beach, CA ***1985 – 1990***

- ◆ Managed a newly created division with three staff members. The Recruitment Division was developed to enhance the quality and diversity of job candidates for City employment. Developed a comprehensive outreach program to establish the City as an employer of choice, and increased the diversity of the City's applicant pool, particularly in entry-level safety classes. Conducted training sessions on effective employee selection interviewing.

Interim Human Resources Director, City of Compton, CA ***4/2014 – 10/2014***

Consultant, Human Resources Dept., City of Vernon, CA ***7/2017 – 10/2017***

Interim Human Resources Director, City of Commerce, CA ***11/2017 – 1/2018***



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
November 15, 2018

Agenda Item No. 3E
Consent Calendar

Fire Station Alerting System Replacement for
Fire Station 33 (John Wayne Airport)

Contact(s) for Further Information

Dave Anderson, Deputy Chief
Emergency Operations Bureau

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714.573.6006

Joel Brodowski, IT Manager
Logistics Department

joelbrodowski@ocfa.org

714.573.6421

Summary

This agenda item seeks approval to enter into an agreement with Westnet, Inc. for the installation and replacement of Fire Station alerting system controllers, speakers, lights, and other electrical components at OCFA Fire Station 33 (John Wayne Airport).

Prior Board/Committee Action

At its August 22, 2013 meeting, the Executive Committee awarded a contract to Westnet, Inc. to upgrade all OCFA Fire Station alerting systems with digital electronic fire station alerting technology after a competitive Request for Proposal (RFP) process.

RECOMMENDED ACTIONS:

Approve and authorize the Purchasing Manager to issue a sole source contract to Westnet, Inc. to replace the fire station alerting system at OCFA Fire Station 33 in the amount of \$145,998 and add a 10% contingency (\$14,600) to the contract for additional services that may be required during the replacement with the stipulation the Board Chair or Vice Chair are notified before commitment of any contingency funds.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the upgrade of fire station alerting systems by Westnet has been approved in the Adopted FY 2018/19 Capital Improvement Program Budget, specifically in Fund 12110 (Communications & IT Infrastructure) for a total project budget of \$328,000. Funding for annual system maintenance is included in the General Fund budget, specifically in the Logistics Department, Information Technology Division budget for services and supplies.

Background

Sole Source Justification

As a result of a competitive solicitation, Westnet was awarded the contract in 2013 to integrate all existing OCFA 'legacy' fire station alerting systems with the TriTech CAD system. Westnet is a local firm based in Huntington Beach, and is the original equipment manufacturer, sole distributor, and sole service provider for the Westnet digital fire station alerting technology known as the 'SmartStation'.

The Westnet system is currently installed at OCFA and integrates all existing fire station alerting systems to its Computer Aided Dispatch (CAD) system. In order to standardize and modernize OCFA station alerting systems, all future installations and upgrades will require proprietary Westnet components resulting in future contracts with Westnet.

Westnet, Inc. Station Alerting System

The initial contract with Westnet integrated all existing 'legacy' OCFA Fire Station alerting systems to the TriTech CAD system. This project was completed in August 2014. OCFA staff intends on upgrading all OCFA Fire Station alerting systems with the Westnet SmartStation.

Installation is complex requiring four to six weeks to complete. This includes coordination with the fire station crews (all shifts), developing construction plans, upgrading electrical circuits, removal of old alerting equipment, and installation of new equipment. Once installation is complete, the system is programmed and tested. Fire Station 33 (FS33) requires additional visual and audio alerting components because it is located adjacent to the active runways at John Wayne Airport. Every SmartStation installation includes a one-year warranty; after which support, and maintenance costs are added to the annual maintenance support agreement.

Recommendation

OCFA staff plans to complete four more fire station upgrades in FY 2018/19. The number of stations upgraded each year will increase as processes improve and more resources become available.

For the FS33 station alerting system replacement, staff is recommending approval and authorization for the Purchasing Manager to execute the proposed Contractor Services Agreement with Westnet in the amount of \$145,998 plus a 10% contingency (\$14,600) for a total contract value of \$160,598. The 10% contingency budget will be used for additional services that may be required as identified during installation and the Board Chair or Vice Chair will be notified prior to use of contingency funds. Staff is also requesting authorization to adjust annual support and maintenance contract to add FS33 annual maintenance and support.

Attachment(s)

1. Proposed Westnet, Inc. Agreement FS33
2. Sole Source Justification Form

**ORANGE COUNTY FIRE AUTHORITY
CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT FOR CONTRACTOR SERVICES ("Agreement") is made and entered into this 15th day of November 2018 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Westnet Inc., a California Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a Contractor for the purchase and installation of the First-In Fire Station Alerting system for Fire Station 33 located at 374 Paularino, Costa Mesa, CA 92626, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a quote to provide the necessary services for the Project services, attached hereto as Exhibit "A" and is incorporated herein by this reference; and

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

WHEREAS, OCFA desires to retain Contractor to provide the necessary Project services.

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

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Quote ("Contractor's Quote"), which is attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Should any conflict or inconsistency exist between the body of this Agreement and Exhibit "A", the terms of this Agreement shall control. Contractor warrants that all Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California and in accordance with all applicable laws per Sections 1.2 and 1.3. Contractor represents and warrants that it and all of its employees and subcontractors providing any Services or Work under

this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA in accordance with the Acceptance Test Plan and Final System Acceptance specifications incorporated within Exhibits E & F to the applicable Statement of Work.

1.2 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Public Contracts Law.

The Authority is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein, and will be complied with the Contractor.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded or perform a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

1.4 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this

Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (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 Contractor discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Contractor shall immediately inform OCFA of such fact and shall not proceed with any Work except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Contractor 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.

1.7 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the

Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the schedule set forth in Contractor's Quote. Contractor 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 Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION

3.1 Compensation of Contractor and Payment Terms.

Authority agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of one hundred forty-five thousand, nine hundred ninety-eight dollars and twenty-nine cents (\$145,998.29) as shown on the Contractor's Quote.

Payments shall be made by Authority within thirty (30) days of invoicing by the Contractor per the progress schedule set forth in the Contractor's Quote. Payments may be subject to a retention of five (5) percent of the invoice amount to be released upon satisfactory completion of all work pursuant to this Agreement, subject to any extension granted under Section 4.2 of this Agreement.

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

3.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (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; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor'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. In the event of termination under this Section, Contractor shall be entitled to compensation in accordance with Section 8.5.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement and the Contractor's Quote, except technical support, shall be completed within 90 days of the execution of this Agreement ("Completion Date"). Any request for an extension must be submitted to the Contract Officer for review and approval at least twenty-one (21) days in advance of the Completion Date.

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 Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer

shall thereupon ascertain the facts and the extent of the 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. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement under this section, Contractor's sole remedy being extension of the Agreement pursuant to this section.

4.4 Term.

Unless earlier terminated in accordance with Sections 8.5 and 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding ninety (90) days from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Dawn Matheny, Chief Financial Officer.

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 Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

5.2 Contract Officer.

The Contract Officer shall be IT Manager, Joel Brodowski, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor 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. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Contractor shall disclose in its Statement of Work any subcontractors which shall be utilized in the performance of its obligations under this Agreement. OCFA shall have the right to reject any subcontractor designated by Subcontractor in its sole and absolute discretion. Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, 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 Contractor, 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 Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

5.4 Independent Contractor.

A. 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, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, 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 Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor 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 Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, 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 3 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

5.5 Employee Retirement System Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor 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 Contractor 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.

B. 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, INDEMNIFICATION AND BONDS

6.1 Compliance with Insurance Requirements.

Contractor 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. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this

section. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to OCFA that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

6.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles. Additionally, the policy should be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to this Agreement.

C. Workers' Compensation Insurance. Contractor 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, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability/Errors and Omissions Insurance ("PLI").

Contractor shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Contractor. Contractor shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) (the "Minimum PLI Limits"). Covered professional services shall specifically include all Work or Services to be performed under this Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the Minimum PLI Limits for the Work or Services to be performed under this Agreement.

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.

2. If the PLI policy of insurance is written on a "claims-made" basis, the policy must 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 the Work or 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 available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Contractor shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.D. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Contractor during the time period during which any Work or 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.

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 Work or 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 Work or Services provided hereunder.

4. Contractor shall not perform any Work or 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 Contractor for Work or Services performed while required PLI insurance is not in effect.

6.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state 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 Eligible Surplus Lines Insurers (LESLI), 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 Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

6.4 Insurance 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 Contractor shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability, Automobile Liability, and Contractor's Pollution Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement; and

(ii) 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 Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall be endorsed to state 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 by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance and Contractor's Pollution Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

6.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

6.7 Waiver of Subrogation.

All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor 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. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

6.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. 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. 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. At least fifteen (15) days prior to the expiration of any such policy, 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, Contractor 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. Contractor 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.

6.9 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 Contractor may be held responsible for payments of damages to persons or property.

6.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.11 Insurance for Subcontractors.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

6.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

- A. Contractor shall provide immediate written notice to OCFA if
- (1) any of the insurance policies required herein are terminated, cancelled or suspended,
 - (2) the limits of any of the insurance coverages required herein are reduced, or
 - (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Contractor and available or applicable to 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.

C. 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.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Work under this Agreement who are brought onto or involved in the Work by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the OCFA for review.

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

G. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

6.13 Indemnification.

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, 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 out of third party claims, 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 Contractor, its officers, directors, employees, subcontractors, subconsultants, contractors or agents, in connection with Contractor's performance under 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, to the extent that the Work or Services performed by Contractor are subject to 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 Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, 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 OCFA, its officials, officers, employees agents and volunteers.

6.14 Payment Bond.

Pursuant to Civil Code section 9950, the Contractor shall furnish, and maintain thereafter a payment bond for 100% of the amount specified in the Contractor's Quote until the project is complete. Authority shall release the bond upon satisfactory completion of work as provided for in this Agreement, and in a manner consistent with state law.

7. RECORDS AND REPORTS

7.1 Reports.

Contractor 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.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor 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. 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. Contractor shall maintain such books and

records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all reports, graphics, wiring diagrams, plans, as built drawings, system documentation and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents for OCFA 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 Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

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 Contractor 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 Contractor. 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 Contractor, except that where termination is due to the fault of the Contractor 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, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor 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.

Contractor may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to OCFA.

8.6 Termination for Default.

A. OCFA or Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer on behalf of OCFA, or Representative of Contractor (the "Notifying Party"), determines that the other party is in default in the performance of any of the terms or conditions of this Agreement (the "Defaulting Party"), he/she shall notify the Defaulting Party in writing of such default. The Defaulting Party shall have ten (10) days, or such longer period as may be designated in writing, to cure the default by rendering satisfactory performance. In the event the Defaulting Party fails to cure its default within such period of time, the Notifying Party shall have the right,

notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which the Notifying Party may be entitled at law, in equity, or under this Agreement. The Defaulting Party shall be liable for any and all reasonable costs incurred by the Notifying Party as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit either party's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA under this Section. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

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 Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Contractor 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, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are

treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor 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.

To OCFA:

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

To Contractor:

Westnet Inc.
Attention: Dawn Matheny,
Chief Financial Officer
15542 Chemical Lane
Huntington Beach, CA 92649

10.3 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.9 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

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

APPROVED AS TO FORM.

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

ATTEST:

Sherry A.F. Wentz
Clerk of the Authority

Date: Nov. 7, 2018

"FIRM"

WESTNET, INC.

Date: November 1, 2018

By: _____

Dawn Matheny
Chief Financial Officer

Date: November 1, 2018

By: _____

Richard Matheny
Chief Executive Officer

EXHIBIT A

Exhibit "A"

ORANGE COUNTY FIRE AUTHORITY



Statement of Work for Installation of First-In Fire Station Alerting Systems Fire ARFF Station 33

Westnet, Inc.
Huntington Beach, CA 92649
(800) 807-1700
www.FirstInAlerting.com



PROJECT OVERVIEW:

This purpose of this project is to implement a new Westnet First-In[®] Fire Station Alerting System. The parties to this project are: Westnet, Inc. (Westnet or "Contractor") as the provider, installer, and implementer of the system and Orange County Fire Authority as the "Client", or "Customer".

Westnet will provide and install a First-In Fire Station Alerting System in Client Fire ARFF Station #33.

Upon receipt of an alert from the Client's CAD, the Westnet System will utilize the Client's network and radio system to activate the Westnet Systems in the Client Fire Stations. Depending upon Station relays and interfaces, the various First-In Smart Station Units (Units) and/or other non-Smart Station units, if implemented, (i.e. Client's public address system, traffic lights, stove, etc.) will emit an audible and/or visual indication of an incoming alert from Dispatch.

EXHIBITS:

The Exhibits listed below are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A	Delivery and Installation Verification Forms
Exhibit B	Warranty
Exhibit C	Contract Price and Deliverables
Exhibit D	Payment Schedule
Exhibit E	Acceptance Test Plan
Exhibit F	Final System Acceptance Certificate
Exhibit G	Maintenance and Support Statement of Work

PROJECT SCHEDULE:

The estimated project timeline starts upon Westnet's acceptance of the Customer's purchase order which includes by reference this Statement of Work. The timeline for completion is 90 days from the later of the accepted Purchase Order or receipt by Westnet of all programming information necessary to deliver the System. Factors that may expedite or delay this schedule are: each party completing their respective tasks, the technical assistance or items provided by Client third parties (i.e. CAD vendor) and successful completion of a project milestone.

CHANGE ORDERS:

No changes to this SOW that result in additional charges will be implemented without an approved written Change Order executed by both parties.

WESTNET'S SUBCONTRACTOR INFORMATION:

In The Light Electric, Inc.
419 Promontory Drive East
Newport Beach, CA 92660
Ken Radford
Office: (909) 319-1125
Email: rad4jc@gmail.com

**WESTNET TO PROVIDE:**

1. The Deliverables as listed Exhibit C.
2. Installation of the Deliverables, which includes installation and testing of the new station cabling.
3. Participation in on-site acceptance testing as listed in Exhibit E.
4. A Westnet Representative at the conclusion of the installation to certify the installation and provide operator training. Operator training will consist of one (1) class per fire station.
5. Project management and coordination with Customer technical staff on system configuration.
6. A one-year warranty per Exhibit B. The warranty and technical support period commences upon first beneficial use as described in the Westnet Limited Warranty.
7. Provide as-built drawings depicting the Westnet equipment in the fire station(s).

CUSTOMER TO PROVIDE:

1. Complete and return to Westnet all RFI documents and provide written approval of a completed Voice Track Configuration Sheet thirty (30) days prior to scheduled equipment shipment.
2. A VPN or IP connection for remote system adjustments, maintenance, troubleshooting and updates. It is estimated that the System will need one (1) additional IP address for maintenance purposes.
3. Rough-in of boxes and any conduit required by the electrical code or Customer.
4. Confirmation that all rough-in is complete prior to scheduling installation of the System.
5. Removal or disposal of any existing equipment.
6. Existing amplifier or speaker troubleshooting, repair or replacement.
7. Any interfaces in Dispatch (i.e. CAD or radio console) or licenses to other dispatcher centers.
8. Locked storage for the equipment. The Customer will bear the risk of loss on the equipment once it has been delivered to the Customer, or permanently affixed to the fire station. The Customer's Project Manager will inspect the equipment as each Station's equipment is delivered and will execute the Delivery Verification Form in Exhibit A-1.
9. All antivirus and operating system updates for any Dispatch computers supplied for this project. The Customer will need to schedule the updates in order to minimize system interruption.
10. Provide a minimum of five (5) business days notice to the Westnet Project Manager or Westnet's Installation Company should the Customer need to postpone the scheduled installation or any project-related visits. Remobilization charges may apply if the Customer has not provided all items listed in this Statement of Work prior to the scheduled installation and if Westnet is unable to reasonably continue work at another Customer location.
11. One unused electrical wall outlet for each UPS, Appliance and Systems Interface Unit, flat panel display or Messenger.

12. Adequate space to install the System. If the Customer desires the System to be installed in a rack, a First-In rack mount kit and other accessories will be required. The Master Control Unit, Power Module and UPS must not be more than six (6) feet from the fire station radio(s), the network switch and a 110-volt outlet.
13. Provide the radio equipment necessary for integration. The installed radio equipment includes, but is not limited to, a properly operating radio, installed outside antenna and feedline, and a lightening arrestor with a five-ohm earth ground circuit connected to the radio antenna lightening suppressing circuit. The radio must produce an acceptable level of signaling, as well as an acceptable level of Dispatch voice audio. An acceptable level of signaling shall be a fixed line level output of 500 millivolts peak-to-peak of Dispatch audio and alerting data (e.g. DTMF, P25, Digital, 2-tone sequential, etc.).
14. Access for Westnet at its discretion to install a Westnet-owned Performance Monitoring Computer in Dispatch. The computer is used to administer technical support and maintenance services. The computer will be returned to Westnet at the conclusion of the warranty and/or maintenance period.
15. Technical assistance on integration with the Customer equipment to be integrated with the alerting system and associated with fire station alerting (e.g. radio, network equipment).
16. If permits are required, the Customer will provide electronic drawings of the station. These drawings must be capable of being edited and used for the permit process. Unless otherwise listed as a Deliverable, a separate fee will be assessed for permit fees.
17. The supply or install of any conduit work, power receptacles, shunt trip circuit breakers, coils for the kitchen appliances, gas solenoid, power contactors, any wiring in excess of 24-volts, bond fees, or any other work and/or materials not specifically included or listed herein.
18. A Client-provided analog paging port to the station's phone switch which will interface with the Telephone Interface Module to provide in-house/intercom paging over the newly installed System speakers. If the station has a VoIP telephone system, the Client shall provide an analog telephone adapter (ATA) and assign an extension for in-house paging.
19. Provide any other support to Westnet to ensure successful installation and integration of the alerting Systems.

DEPENDENCIES AND ASSUMPTIONS:

1. The Customer will obtain any required installation approval of the Historical Society or other agencies having jurisdiction over installing/relocating equipment in the Fire Stations. The Customer agrees to pay the permit fees if any.
2. The number of contact closures in a Control Remote will not exceed 8. Stations requiring more zones or contact closures will require an additional Control Remote. There is no physical limit to the number of Control Remotes that can be installed in a station. Westnet will not do any high-voltage wiring.
3. Alerting Equipment Tone, Voice or Programming Changes: Any changes in the wording or tones of the voice announcements or reprogramming to any units once the Customer had signed the System Configuration Form may be billable to the Customer.



4. If during the installation process, Westnet suspects or encounters asbestos, Westnet will inform the Customer. Westnet will use best efforts to utilize alternate installation methods but will not drill any holes or disturb the asbestos in the related area. Westnet shall have no liability to the Customer, its employees or to any other persons for any asbestos related claims, including, without limitation, removal or cleanup costs, loss of use, lost profits or personal injury or property damages.
5. Westnet will use best efforts to conceal all wiring. However, due to station construction or other installation limitations (i.e. the possibility of asbestos, inaccessibility), certain cables and raceway may need to be surface-mounted or devices relocated to a more practical location. Westnet understands that the term "optimal" is subjective. Although Westnet will attempt to place the equipment in the Customer's desired locations, Westnet reserves the right to place the equipment in the safest and most beneficial location for system performance.
6. Any issue affecting the installation such as corrections or repairs, discrepancies among Customer personnel in regard to the placement, mounting methods or other installation matters, must be resolved within twenty-four (24) hours while Westnet personnel is on-site. If such resolution does not occur, Westnet may bill the Customer and customer agrees to pay for any standby time until such discrepancy is resolved.

EXCLUSIONS:

Unless specifically stated otherwise, the following items are excluded from the goods and services to be provided by Westnet:

1. Any equipment not listed in the Contract Deliverables Schedule (Exhibit C).
2. Spare/loaner equipment unless an on-site warranty is purchased.
3. Westnet does not warranty equipment provided under this Statement of Work should a party other than Westnet or Westnet's installation subcontractor or Westnet trained installer install or integrate any non-Westnet equipment into the alerting or dispatch systems. An exception to this is the CAD interface and Customer's radio system.
4. Westnet and/or any Westnet-supplied equipment will not make a recommendation as to which apparatus or personnel assigned to an emergency call. Rather, Dispatch personnel, the CAD and/or any other Customer mechanism are responsible for equipment and personnel assignment.
5. The Customer will be notified of any non-functioning Customer equipment. Westnet's proposal does not include repair or replacement of any Customer-owned systems. If a station's public address, lighting, or any other existing systems to be tied into the alerting system are not functioning properly, the Customer will need to repair those items.
6. Westnet's pricing does not include any new circuits, breakers or upgrades to the electrical system or wiring to the emergency panel or generator.
7. Aesthetic restoration of installation areas (e.g. color/texture matching), of ceilings, walls, or conduit runs, beyond what Westnet determines is commercially viable.
8. Taxes and Permit Fees: Unless specifically included in Exhibit C, the Contract Price excludes federal, state, or local sales, use, or other taxes (other than federal, state, and local taxes based on Westnet's income or net worth), all of which will be paid by Customer except as exempt by law. Increases in any tax rate as listed in Exhibit C shall be paid by Customer. The Customer agrees to pay or reimburse Westnet plus overhead for all permit fees, fees by others, and related expenses unless specifically listed and at the amount in Exhibit C.



WESTNET

In witness whereof, the parties hereby agree to this Statement of Work on the dates set forth below.

**WESTNET:
WESTNET, INC.**

**CUSTOMER:
ORANGE COUNTY FIRE AUTHORITY**

By: 

By: _____

Name: Dawn Matteny

Name: _____

Title: CFO

Title: _____

Date: November 1, 2018

Date: _____



EXHIBIT A-1

DELIVERY VERIFICATION FORM*

First-In Fire Station Alerting Equipment

The signature below serves as verification that the boxes with equipment listed for Station _____ in Exhibit C were delivered with no apparent damage.

Customer Representative

Date

Printed Name & Title

(For partial deliveries, the following form shall be used.)

The signature below serves as verification that the following boxes with equipment listed for Station _____ in Exhibit C were delivered with apparent damage:

1. _____

3. _____

2. _____

4. _____

Customer Representative

Date

Printed Name & Title

* Print and execute one copy of this form for each station.



EXHIBIT A-2

INSTALLATION VERIFICATION FORM*

The signature below serves as verification that the Fire Station Alerting Equipment enumerated in Exhibit C, plus or minus the following mutually agreed upon changes, has been installed in a commercially reasonable manner and functions properly in the **System Test Mode**. Any punch-list items will be resolved prior to final System Acceptance.

☐ A check in this box means that no equipment changes were made, and that the only equipment installed at the Fire Station is that which is listed in Exhibit C.

☐ A check in this box means the following mutually agreed upon changes have been installed.

1. _____

6. _____

2. _____

7. _____

3. _____

8. _____

4. _____

9. _____

5. _____

10. _____

Customer Representative

Date

Printed Name & Title

*** Print and execute one copy of this form for each station.**



EXHIBIT B

WESTNET, INC. STANDARD LIMITED WARRANTY

Westnet, Inc. ("Westnet") is providing its Standard Limited Warranty ("Limited Warranty") covering the First-In™ products, parts, components, software and systems purchased by Customer (collectively, the "Product"). If Westnet, or an authorized Westnet subcontractor performs the installation, such installation service will be deemed to be part of the Product for purposes of this Limited Warranty.

Warranty Commencement Date: When Westnet, or an authorized Westnet subcontractor, installs the Product, this Warranty shall commence upon the (1) first beneficial use of the Product by Customer, or (2) when installation is complete, whichever occurs first. In all other instances, this warranty commences upon delivery. This Limited Warranty is not extended if Westnet repairs or replaces the Product.

Scope of Warranty: Westnet warrants exclusively to Customer that the Product will be free from defects in material and workmanship for a period of one (1) year from the Warranty Commencement Date. Westnet will perform all warranty work at its service location only, unless Westnet agrees, in its sole discretion, to perform at Customer's location. Customer's exclusive remedy for any breach of this Limited Warranty will be either (1) the repair or replacement, at Westnet's option, of the non-conforming Product, or (2) at Westnet's sole discretion, reimburse Customer the purchase price paid by Customer for the Product, provided Customer has returned the Product to Westnet. Repairs may be made with either new or reconditioned components and will be shipped to Customer at the expense of Westnet. Any replaced Product becomes the property of Westnet.

Limitations/Exclusions: This Limited Warranty applies only if Westnet confirms that the alleged defect or non-conformance exists and was not caused by Customer's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightening, power cuts or outages, power or telephone line transients, viruses, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Westnet's published instructions. ***This Limited Warranty does not cover the following:*** (1) Any parts and cabling used in the installation of a Product unless Westnet or an authorized Westnet subcontractor (and not Customer or a third party installation company) performs the complete installation, (2) Physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing, (3) When the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Westnet determines there is no fault with the Product itself, (4) Any defect or malfunction of the Product due to any communications software or device Customer may use with the Product, (5) Any damages to or defects in the delivered Products that are observable in a reasonable visual inspection ***unless*** a Claim is made in writing to Westnet within thirty (30) days after the date of delivery. This Limited Warranty does not cover loss or damage of any kind resulting from any delay in delivery.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT COVERED HEREBY, AND EXPRESSLY DISCLAIMS THE **IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS.** NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.



Warranty Claims: In order to make a Claim under this Limited Warranty, Customer must first notify Westnet in writing not more than one (1) year after the Warranty Commencement Date. Notice must be sent to: **Westnet, Attention Warranty Department, 15542 Chemical Lane, Huntington Beach, California 92649** or can be faxed to **(714) 901-5610**. Inquiries regarding this Limited Warranty can also be directed by phone to **(714) 548-3500**.

Upon receipt of written notice, Westnet will first, at its option and expense, inspect the Product in its installed location. Unless otherwise waived by Westnet in writing, Customer must return the alleged non-conforming Product to Westnet's designated service center. Customer shall be responsible for all expenses associated with the transportation to/from Westnet's designated service center. Westnet shall not be liable for any damage incurred in the transportation of Product to/from Westnet's designated service center.

LIMITATION OF LIABILITY: IN NO EVENT SHALL WESTNET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL) COST OF CAPITOL OR COST OF COVER ARISING OUT OF OR RELATING TO CUSTOMER'S SELECTION, ORDERING, DELIVERY, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCT, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AGGREGATE LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF WESTNET, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ARISING FROM, RELATING TO, OR CONNECTED WITH THE PRODUCT, EXCEED **THE PURCHASE PRICE OF THE PRODUCT**. IT IS INTENDED THAT THIS LIMITATION WILL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, EXCEPT FOR THAT PROVIDED FOR IN THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN, HOWEVER ALLEGED OR ARISING.

INFRINGEMENT. Westnet agrees to defend Customer and to pay (1) any damages award issued by a court of competent jurisdiction against Customer, and (2) direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) as a result of any action brought against Customer, if and to the extent the action is based on a valid claim that any Product purchased by Customer under this Agreement infringes another person's U.S. patent, copyright, trade secret or trademark. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Westnet) to the extent the claimed infringement is based on or results in any material part from (a) any use of the Product other than in accordance with Westnet's published instructions, (b) any unauthorized modification or alteration of the Product, (c) any combination or use of the Product with any other product or system or technologies not supplied by Westnet; (d) Westnet's compliance with Customer's design or specifications, or (d) any refusal to accept or use suitable modified or replacement Products provided by Westnet to avoid infringement. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such claim, giving Westnet full authority to conduct the defense and settlement of the claim, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel.

This Limited Warranty will be governed by the laws of the State of California, U.S.A., excluding their conflicts of laws principles. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.



EXHIBIT C

CONTRACT PRICE AND DELIVERABLES

OCFA FIRE ARFF STATION # 33 (Quote ID # Q-06466-D3S6)

[Includes relocation of the following equipment: Turnout Timer (one each); MCU (one each); Telephone Interface Module (one each); Control Remote (one each)]

Product ID	Product	QTY	Price	Sub Total
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$635.00	\$635.00
SDBS1	Doorbell Button	1.00	\$225.00	\$225.00
SDRM38V-FM	Dorm Remote -Flush Mount Kit also required	8.00	\$898.25	\$7,186.00
SDRMKIT-HOF	Dorm Remote Mounting Kit Hoffman Kit	8.00	\$218.25	\$1,746.00
SHPA150	High Power Paging Audio Module (includes one speaker)	7.00	\$1,495.00	\$10,465.00
SHPA150-D	High Power Paging Audio Module (includes two speakers)	6.00	\$2,175.49	\$13,052.94
SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies	2.00	\$3,194.38	\$6,388.76
SSAT	Satellight (driven off Satellight Controller)	15.00	\$295.00	\$4,425.00
SSATKIT-TBD	Satellight Mounting Kit - TBD	31.00	\$48.00	\$1,488.00
SSAT-M	Satellight Controller	16.00	\$599.98	\$9,599.68
SS-CI5C-M-OS	Company Indicator (Outside)	4.00	\$950.00	\$3,800.00
SS-DVCS	Digital Volume Controller	13.00	\$225.00	\$2,925.00
SSETS	Emergency Button	2.00	\$225.00	\$450.00
SSMSW	Radio Monitor Switch	1.00	\$225.00	\$225.00
SS-TIM-01	Telephone Interface Module	1.00	\$1,199.95	\$1,199.95
SSTSW	System Test Button	1.00	\$225.00	\$225.00
SS-TTMR-M	Turnout Timer (Medium)	1.00	\$825.00	\$825.00
SVC-LIFT-FEE	Lift Service Fee	1.00	\$995.00	\$995.00
Equipment Total				\$65,856.33
Install Supplies				\$4,807.23
Total Tax (7.750 %)				\$5,476.43
Shipping and Handling				\$285.00
Station Equipment Install				\$56,168.00
One Year Toll Free Technical Support				\$0.00
On Site Warranty				\$2,965.00
Project Coordination				\$2,220.00
Permitting and Bonding				\$6,952.30
Special Engineering Services				\$1,250.00
Total Amount				\$145,998.29

EXHIBIT D

WESTNET PROJECT MILESTONE PAYMENT SCHEDULE FOR EQUIPMENT AND INSTALLATION

Description	Total Project
Orange County Fire Authority Fire Station # 33	\$145,998.29

	PROJECT MILESTONE	EXHIBIT
1	Equipment Delivery	Exhibit A-1
2	Installation	Exhibit A-2
3	Acceptance Testing	Exhibit E
4	Final System Acceptance	Exhibit F

	Payment Schedule	Project Cost %	Invoice Amount
1	Contract Design Review	15%	\$21,899.75
2	Test Procedure Signoff	5%	\$7,299.91
3	Manufacturing and Staging	20%	\$29,199.66
4	Installation	50%	\$72,999.15
5	Final System Acceptance	10%	\$14,599.82

Total Amount: \$145,998.29

If payment is not received within thirty (30) days from the date of invoice, a late fee of one and a half percent (1.5%) per month of the unpaid balance will be charged and immediately due.

EXHIBIT E

ACCEPTANCE TEST PLAN

OBJECTIVE: The purpose of completing this Acceptance Test Plan is to achieve "System Acceptance" by demonstrating to the Customer that the installed fire station alerting system ("System") equipment is operational and properly performs the function specified herein. Upon successful execution of this ATP, the System will have achieved "System Acceptance". Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance but will be corrected according to a mutually agreed upon schedule. In the event that a part of the System does not pass the ATP, the System will be re-tested when Westnet determines that a corrective action has been taken to ensure proper operation. Final System Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final System Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final System Acceptance Certificate.

SCOPE: The scope of this ATP is limited to the System supplied by Westnet, Inc. It does not include any other equipment or systems upon which the alerting system, once in use, relies for proper activation and function (i.e. the Customer's CAD, radio, network and/or electrical systems). The failure or unavailability of these other systems during the ATP shall not affect the outcome of this ATP, nor shall it affect the System Acceptance and subsequent Final System Acceptance of the System.

TEST SCHEDULE: Westnet and the Customer will conduct the ATP at a mutually agreed-upon time and date once Westnet informs the Customer that the System is ready for acceptance testing.

FIRE STATION METHODOLOGY: The ATP will test devices that, operationally, are activated by Dispatch, as well as devices that are not activated by Dispatch, but rather the fire station crew.

1. Data / Network Activation Operation - This section tests/simulates a test of a network-based alert of the station from Dispatch. Data sequences assigned to the fire station zones shall be applied to the Ethernet port of the Master Control Unit using the Alerting Platform or a computer equipped with the First-In API. The alerting response from the alerting system shall announce the specific unit(s) associated with the alerted and audio distribution shall activate all areas associated with the zone alerted. Once the zone is activated, the pre-announcement will announce the units alerted, nature of the call, and other preannouncement information detailed in the ZIR signoff sheet. After the preannouncement is complete, the dispatch audio will be heard throughout the station speakers.

	Pass
	N/A
	Fail

Notes:

2. Radio Activation Operation – This section tests a radio-activated alert of the station from Dispatch, more specifically the Radio Interface Controller (RIC)'s activation of a station's Master Control Unit (MCU). This test will utilize First-In RIC's alert signaling on the customer's radio system

- A. Test of All-Call. This test will activate the "All-Call" zone in every station. Successful performance of this test requires All-Call activation from the Alerting Platform User Application, as well as All-Call activation from the manual RIC keypad. Once the zone is activated, the pre-announcement will announce the All-Call message and the dispatch audio is heard throughout the station speakers .

	Pass
	N/A
	Fail

Notes:



- B. Test of Specific Zones in a Designated Station. This test will activate a specific zone (i.e. Engine) in a Designated Station. Step 1 of this test requires the proper station to be activated both from the Alerting Platform User Application, as well as the manual RIC keypad. Step 2 of this test requires that the specific zone selected be activated. Once the zone is activated, the pre-announcement will announce unit(s) assigned to the call and the dispatch audio is heard throughout the station speakers.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

3. Turnout Timer Operation - This section tests the activation of the Turnout Timer(s). Upon activation of the Master Control Unit, the Timer(s) will begin to count up on a per-second basis. The Timer(s) will continue to count up and will automatically shut down when the Master Control Unit send the shutdown command to the station.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

4. Automatic Backup Alerting - This section tests the automatic failover from the IP system to the RIC for a radio based alert. The RIC shall automatically be activated from the First-In Alerting Platform (FiAP) as soon as the FiAP detects that the primary alert was not successful. Without any action required on the part of the dispatcher, the RIC will send the alert to the proper station and units assigned to the call.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

5. Manual Backup Alerting - Using the manual keypad of the RIC, the Customer selects the station and units to activate in the selected fire station. The station MCU activates the appropriate station and unit(s).

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

Customer Representative

Date

Printed Name & Title



EXHIBIT F

FINAL SYSTEM ACCEPTANCE CERTIFICATE

The signature below serves as verification that the System has passed Acceptance Test Plan and that all deliverables and work have been completed.

Customer Representative

Date

Printed Name & Title

EXHIBIT G

MAINTENANCE AND SUPPORT STATEMENT OF WORK

1. SCOPE OF SERVICES

Westnet will provide comprehensive turn-key maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance according to Westnet's original manufacturing specifications. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free Technical Support and On-Site Maintenance for all equipment and software
- Repair and/or replacement of damaged units at no cost
- Spare equipment delivered the next business day (and Saturday's where available)
- Remote diagnostic analysis and uploads, software upgrades

2. RESPONSE TIMES

Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table. The response time shall commence from the time the Customer requests service or notifies Westnet of problems with the System by contacting Westnet's Call Center ("Notification"). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access).

Westnet Technical Support: (800) 807-1700
Office Hours: 8:00 – 5:00 PST, Monday – Friday

Priority Levels	Hours / Days	Description
1	24/7/365 Including Holidays 3-6 Hour Response	<p>This priority level represents a significant issue that results in the inability to use the alerting systems.</p> <ul style="list-style-type: none"> • Station reports that it is not receiving any form of an alert or there is no audio in a fire station. • Other failures that render the fire station MCU and more than five audio transmitting devices unusable.
2	8:00 – 5:00 PST, Monday – Friday 2-Business- Day Response	<p>This priority level represents a moderate issue that restricts normal use of the alerting systems.</p> <ul style="list-style-type: none"> • Any non-essential Fire Station device reported inoperable. • Reports of receiving other stations' or companies' alerts. • Requests to increase fire station volume levels within fire department-approved parameters.
3	8:00 – 5:00 PST, Monday – Friday 3-Business- Day Response	<p>This priority level represents minor or non-emergency issues that do not restrict normal use of the station alerting systems.</p> <ul style="list-style-type: none"> • Requests to decrease volume levels within fire department-approved parameters • Add additional equipment, request programming, or voice-chip changes. • Requests for additional training. • Other non-mission critical matters in the dispatch centers or fire stations



3. WESTNET'S RESPONSIBILITIES

Westnet shall:

- A. Provide Westnet-owned spare equipment while a System component is returned to Westnet for repair or replacement.
 - 1. Any Westnet-owned spare equipment parts provided under this Agreement are the property of Westnet. Any damage to Westnet's spare equipment parts is not covered under this Scope of Services and the Customer shall pay for the repair or replacement of the spare equipment parts.
 - 2. Westnet may service replaceable parts, by way of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Westnet, and shall be returned by Customer to Westnet. The Customer shall pay Westnet the full retail value of the replacement part if Westnet provides notice to the Customer to return the original part and Westnet does not receive the original part within thirty (30) days after replacement part installation.
- B. Upon request, Westnet shall provide a written quote for additional work not specifically identified in this Agreement. Such work could include, but is not limited to, additions and installation of new equipment, relocation of existing equipment, upgrades (not part of Westnet standard releases) and enhancements, and other system related goods and services. If the Customer decides to proceed with the work, a new purchase order will be issued exclusively for the work to be ordered.

4. CUSTOMER'S RESPONSIBILITIES

The Customer shall at all times or upon request:

- A. Make no modifications to the System without obtaining approval from Westnet in writing.
- B. Notify Westnet of any problems with the System by calling the Westnet Systems Group at 1-800-807-1700 (Westnet's call center).
- C. Provide and maintain an operating 24/7 VPN with IP access to the stations for the duration of the Agreement. The VPN shall allow Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment. The VPN must be operating, and the Customer must allow Westnet to test the VPN prior to the commencement of this Agreement.
- D. Ensure that the Westnet monitor computer in the Dispatch Center (if provided) has 24/7 access to the VPN and to all Customer fire stations. The Customer will return the Westnet monitor computer to Westnet at the conclusion of this Agreement and any additional extensions.
- E. Provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna and the power source, the Customer will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.
- F. Provide the name, 24-hour telephone number and position of responsible party that can be contacted about each station's radio communication, public address, CAD, and network equipment.
- G. Provide Westnet with either code-access to the stations or an escort that is available 24/7 and within one (1) hour of notice of an on-site visit.
- H. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire alerting input, input impedance and the necessary audio level to drive station amplifier.

- I. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- J. Ensure that the MCU at each station is at all times plugged into the Westnet supplied on-line fulltime UPS.
- K. Ensure that the MCU at each station is at all times plugged into the First-In Radio Isolation Unit. Westnet will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.
- L. Ensure that the radio antenna and lightning arrestor is installed, is installed per current engineering standards and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.
- M. Notify Westnet prior to making any change in any equipment connected to the fire station System.

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: Information Technology	Requested By: Joel Brodowski	Date: 29-Oct-2018
Recommended Vendor: Westnet, Inc.	Vendor Contact: Lana Gray	Vendor's E-mail Address: lgray@westnet-inc.com
Vendor Address: 15542 Chemical Lane, Huntington Beach, CA. 92649		Vendor's Telephone #: 714-548-3500
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): Purchase by 11/19/2018	Contract Amount: \$160,598
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).		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.**

Westnet, Inc. is the Original Equipment Manufacturer (OEM) for their digital electronic fire station alerting system called the SmartStation. Westnet, Inc. manufactures the SmartStation Master Control Units (MCU), controllers, lights, horns, and programming to alert OCFA Operations personnel of emergency incidents.

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.**

Westnet, Inc. is the OEM and sole source of their proprietary digital electronic fire station alerting systems, programming, professional services to install and maintain the SmartStation systems. Westnet, Inc. was selected thru RFP in August 2013 as the best-in-class to interface and upgrade OCFA's existing legacy fire station alerting systems. All OCFA fire

SECTION III – JUSTIFICATION (continued)

stations will need to be upgraded with Westnet, Inc. SmartStation alerting systems. The previous legacy fire station alerting systems installed at OCFA were obsolete and non-compatible with the OCFA's new TriTech CAD system.

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.

Staff conducts a rigorous review of all Westnet, Inc. recommended fire station alerting equipment to ensure that only necessary equipment is utilized in the design and build-out of the new station alerting systems with no extras in an effort to contain costs. Westnet is training OCFA staff to take on more repairs to better control maint. costs.


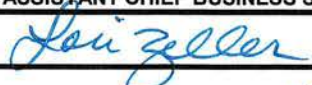
4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)

yes, after the initial 12 - month installation warranty expires, the station alerting equipment installed at FS33 will transition to the overall Westnet, Inc. annual maint. agreement and increase the overall amount an estimated amount of \$3,000.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
David Johnson		29-Oct-2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		29-Oct-2018
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		29-Oct-2018

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	10/30/18
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	10/31/18

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
November 15, 2018

Agenda Item No. 3F
Consent Calendar

**Contract Increase for
Apparatus Bay Door Maintenance and Repair**

Contact(s) for Further Information

Dave Anderson, Deputy Chief
Emergency Operations Bureau

daveanderson@ocfa.org

714.573.6006

Patrick Bauer, Property Manager
Logistics Department

patrickbauer@ocfa.org

714.573.6471

Summary

This agenda item is submitted for the approval to amend and increase the existing contract with Action Door Repair Corporation (Action Door) for station apparatus door maintenance and repair services.

Prior Board/Committee Action

At its October 26, 2017, meeting, the Executive Committee approved a contract with Action Door for a one-year term with up to two additional one-year extensions not to exceed \$100,000 per year for apparatus bay door maintenance and repair services.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to increase the contract with Action Door for apparatus bay door maintenance and repair services in the amount of \$50,000, not to exceed \$150,000 per year, for the current contract year and the remaining two, one-year optional renewals.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the Adopted FY 2018/19 General Fund Budget, specifically in the Property Management Divisions' budget for services and supplies.

Background

Since the Executive Committee awarded the contract for apparatus bay door maintenance and repair, the number of service requests has increased dramatically. The unusually high volume of services requested during the existing contract term has necessitated an adjustment to the current contract; therefore, staff is seeking approval to adjust the contract by \$50,000 per year. In addition, staff anticipates that the volume of services requested will remain steady and request approval to increase the remaining two, one-year optional renewals for an amount not to exceed \$150,000 annually.

Attachment(s)

Proposed Apparatus Bay Door Maintenance and Repair Services Agreement Amendment No. 2

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
TO APPARATUS BAY DOOR MAINTENANCE AND REPAIR AGREEMENT**

THIS AMENDMENT NUMBER TWO TO APPARATUS BAY DOOR MAINTENANCE AND REPAIR AGREEMENT ("Amendment Two") is made and entered into this ___ day of November 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Action Door Repair Corporation, a California Corporation, hereafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as a "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a contractor to provide apparatus bay door maintenance and repair services, hereinafter referred to as "Project";

WHEREAS, OCFA and Contractor entered into that certain Apparatus Bay Door Maintenance and Repair Agreement on the 26th day of October, 2017 ("Agreement"), which is incorporated herein by this reference;

WHEREAS, OCFA and Firm entered into that certain Amendment Number One to Apparatus Bay Door Maintenance and Repair Agreement ("Amendment One") on September 13, 2018 to extend the Agreement with the same terms and conditions for an additional one-year term;

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

WHEREAS, OCFA and Contractor desire to amend the Agreement to update the maximum contract amount from \$100,000 to \$150,000 annually.

AGREEMENT

NOW THEREFORE, OCFA and Contractor agree to amend the Agreement as follows:

1. Section 2.1 Maximum Contract Amount is hereby amended and restated in its entirety to read as follows:

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$150,000 (One Hundred Fifty Thousand Dollars) annually. The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2. Except as modified above, all terms and conditions of the Agreement, as amended by this Amendment Two, shall remain unchanged and in full force and effect.
3. The persons executing this Amendment Two on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Two.

IN WITNESS WHEREOF, the Parties have executed this Amendment Two as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

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

APPROVED AS TO FORM.

By: 
DAVID E. KENDIG
GENERAL COUNSEL

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

Date: November 7, 2018

"CONTRACTOR"

ACTION DOOR REPAIR CORPORATION

Date: 11/6/2018

By: 
Joseph "J.R." De Jaifre
Vice President

Date: 11/6/2018

By: 
Christian Morrow
Division Manager