



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

**BOARD OF DIRECTORS REGULAR MEETING**  
**Thursday, February 28, 2019**  
**6:00 P.M.**

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

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

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



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

### **CALL TO ORDER**

**INVOCATION** by OCFA Chaplain Jeff Hetschel

**PLEDGE OF ALLEGIANCE** by Director Ta

### **ROLL CALL**

## **1. PRESENTATIONS**

### **A. Requests for Commendations and Proclamations**

Submitted by: Sherry Wentz, Clerk of the Authority  
Recognition of OCFA's Immediate Past Chair Ed Sachs.

Recommended Action:

Approve request as submitted and make presentation.

**PUBLIC COMMENTS**

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

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

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

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

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

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

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

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

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

**CS4. CONFERENCE WITH LABOR NEGOTIATOR**

Negotiators: Lori Zeller, Deputy Chief/Administration & Support Bureau;  
Brigette Gibb, Director of Human Resources; and Peter Brown,  
Liebert Cassidy and Whitmore

Employee Organizations: Orange County Professional Firefighters' Association,  
Local 3631

Authority: Government Code Section 54957.6

**CS5. CONFERENCE WITH LABOR NEGOTIATOR**

Negotiators: Lori Zeller, Deputy Chief/Administration & Support Bureau

Employee Organizations: Unrepresented employees: Director of Human Resources and  
Director of Corporate Communications

Authority: Government Code Section 54957.6

**CLOSED SESSION REPORT**

## REPORTS

### REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

### REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

### REPORT FROM THE FIRE CHIEF

- Recognition of retiring Division Chiefs Acosta and McKeown
- Introduction of newly promoted Division Chiefs
- Sacramento Meeting Update

## 2. MINUTES

### A. Minutes from the January 24, 2019, Regular Board of Directors Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

## 3. CONSENT CALENDAR

### A. Implementation of 401(a) Deferred Compensation Plan for Executive Management

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

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

Recommended Action:

Adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING A 401(a) GOVERNMENTAL DEFERRED COMPENSATION PLAN.

### B. Amendment to Personnel and Salary Resolution

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

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

Recommended Action:

Adopt the proposed amendment to Part 3, Article 1, Section 8 (Authority Issued Vehicles and Cash in Lieu Allowance Policy) and Appendix B (Administrative Management Classifications) of the Personnel and Salary Resolution for Executive Management employees.

**C. Approval of Limited-Term Positions to Increase Vehicle Outfitting Capacity**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

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

Recommended Actions:

1. Authorize additions to the Master Position Control:  
Additional Limited-term Fire Apparatus Parts Specialist: Five full-time; Four part-time  
Additional Limited-term Fire Delivery Driver positions: Two full-time; One part-time
2. Approve a budget adjustment increasing expenditures in the FY 2018/19 General Fund (121) budget by \$277,400 to fund the proposed positions for the remainder of this fiscal year.
3. Direct staff to provide annual reports to the Budget and Finance Committee regarding the status of vehicle outfitting capacity and associated staffing needs.

**D. Reject all Bids for the Purchase and Installation of Modular Classrooms**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Reject all bids submitted in response to Invitation for Bid RO2348 for the purchase and installation of two new modular classrooms.

**END OF CONSENT CALENDAR****4. PUBLIC HEARING(S)**

No items.

**5. DISCUSSION CALENDAR**

No items.

**BOARD MEMBER COMMENTS**

**ADJOURNMENT** – This evening's Board meeting will be adjourned in memory of the passing of Garden Grove Fire Chief Tom Shultz. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, March 28, 2019, at 6:00 p.m.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 21<sup>st</sup> day of February 2019.

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

**UPCOMING MEETINGS:**

Budget and Finance Committee Meeting	Wednesday, March 13, 2019, 12 noon
Executive Committee Meeting	Thursday, March 28, 2019, 5:30 p.m.
Board of Directors Meeting	Thursday, March 28, 2019, 6:00 p.m.

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Board of Directors Regular Meeting  
Thursday, January 24, 2019  
6:00 P.M.**

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

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## **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on January 24, 2019, at 6:01 p.m. by Chair Sachs.

## **INVOCATION**

Senior Chaplain Dave Keehn offered the Invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

Lisa Bartlett, County of Orange  
Ellery Deaton, Seal Beach  
Carol Gamble, Rancho Santa Margarita  
Shelley Hasselbrink, Los Alamitos  
Gene Hernandez, Yorba Linda  
Neeki Moatazedi, Lake Forest  
Sandy Rains, Laguna Niguel  
Ed Sachs, Mission Viejo  
Michele Steggell, La Palma  
Steve Swartz, San Clemente  
Juan Villegas, Santa Ana

Letitia Clark, Tustin  
Sergio Farias, San Juan Capistrano  
Dave Harrington, Aliso Viejo  
Noel Hatch, Laguna Woods  
Robert Johnson, Cypress  
Joseph Muller, Dana Point  
Vince Rossini, Villa Park  
Don Sedgwick, Laguna Hills  
Elizabeth Swift, Buena Park  
Tri Ta, Westminster

**Absent:** Dave Shawver, Stanton

## **Also present were:**

Fire Chief Brien Fennessy	Deputy Chief Dave Anderson
Deputy Chief Lori Zeller	Assistant Chief Randy Black
Human Resources Director Brigitte Gibb	General Counsel David Kendig
Clerk of the Authority Sherry Wentz	Assistant Chief Robert Cortez
Assistant Chief Lori Smith	Assistant Chief Jim Ruane
Communications Director Colleen Windsor	

Chair Sachs, using the Chair's discretion, announced he would be re-ordering the agenda to bring forward the Closed Session items following this evening's reports, and bringing forward Discussion Item No. 5A following due to the consultant's need to catch his flight out of Orange County.

## **ADMINISTRATION OF OATH OF OFFICE FOR NEW MEMBERS (F: 11.02C)**

Clerk of the Authority Sherry Wentz administrated the Oath of Office and welcomed newly appointed Directors Letitia Clark of Tustin, Neeki Moatazedi of Lake Forest, Sandy Rains of Laguna Niguel, and Steve Swartz of San Clemente.

### **1. PRESENTATIONS**

No items.

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

Stephen Wontrobski, Mission Viejo resident, noted his opposition to the contract renewal with Woodruff, Spradlin & Smart.

## **REPORTS**

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

Budget and Finance Committee Chair Muller reported at the January 9, 2019, meeting, the Committee received and filed the Orange County Employees' Retirement System Quarterly Status Update, and authorized staff to issue the submitted Request for Proposal for Financial Audit and Related Services. The Committee also voted unanimously to send the Monthly Investment Reports to the Executive Committee for its approval and to send the Organizational Service Level Assessments, FY 2018/19 Mid-Year Financial Report, and Annual Grant Priorities for 2019 to the Board of Directors for approval of the recommended actions.

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

Claims Settlement Committee Chair Sachs presented the Committee considered and supported the staff report's recommended action.

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

Fire Chief Fennessy introduced newly appointed Assistant Chief of Business Services Robert Cortez, and Communications Director Colleen Windsor. He introduced Clerk of the Authority Sherry Wentz who administered the Oath of Office to Arson Canine Freedom. Captain Shaun Miller provided a demonstration of the arson canine's accelerant training. Chief Fennessy reported the FY 2018/19 Performance Update would be distributed at a later date to the Board and provided a Canyon Fire 2 update.

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

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

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

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

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

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

Chair Sachs recessed the meeting to Closed Session at 6:26 p.m.

Chair Sachs reconvened the meeting from Closed Session at 7:15 p.m.

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

General Counsel David Kendig stated there were no reportable actions.

## **5. DISCUSSION CALENDAR**

### **A. Organizational Service Level Assessments (F: 17.16)**

Deputy Chief Zeller introduced Citygate Principal Chief Stewart Gary, who presented a PowerPoint presentation of Citygate's Organizational Service Level Assessments.

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

1. Approve and authorize the Purchasing Manager to issue individual Purchase Orders to Citygate Associates, LLC, under the general terms and conditions of the previously authorized Master Agreement, for each of the following Service Level Assessments:
  - a. Emergency Command Center - \$192,026
  - b. Emergency Medical Services - \$106,842
  - c. Fleet Services - \$92,922
  - d. Field Deployment Services – \$122,061
  - e. Executive Leadership Team/Human Resources, Integrated Strategic Planning - \$186,874
2. Direct staff to increase expenditures in the FY 2018/19 General Fund (121) budget by \$700,725 to fund the Service Level Assessments outlined above for 2019.



## **2. MINUTES**

### **A. Minutes from the November 15, 2018, Regular Board of Directors Meeting (F: 11.06)**

On motion of Director Hatch and second by Director Swift, the Board of Directors voted unanimously by those present to approve the Minutes as submitted. Vice Chair Muller and Directors Deaton and Villegas were recorded as abstentions, due to their absence from the meeting.

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

### **A. FY 2018/19 Mid-Year Financial Report (F: 15.04 18/19)**

On motion of Director Ta and second by Director Johnson, the Board of Directors voted unanimously by those present to direct staff to return to the Board of Directors in March 2019 for approval of the proposed budget adjustments for the FY 2018/19 budget.

### **B. Annual Grant Priorities for 2019 (F: 11.10G)**

On motion of Director Ta and second by Director Johnson, the Board of Directors voted unanimously by those present to approve OCFA's Annual Grant Priorities for 2019.

### **C. Disbanding Claims Settlement Committee and Delegation of Settlement Responsibilities (F: 12.02C)**

Director Swift pulled this item from the Consent Calendar for clarification of the reasoning behind the disbandment of the Committee.

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

1. Disband the Claims Settlement Committee.
2. Delegate authority to approve settlements of workers' compensation claims under \$250,000 and settlements of all other claims and lawsuits under \$50,000 to the Fire Chief.
3. Authorize conforming changes to Roles/Responsibilities/Authority Matrix and the Board Rules of Procedure.

## **END OF CONSENT CALENDAR**

## **4. PUBLIC HEARING(S)**

No items.

## **ELECTION OF BOARD CHAIR AND VICE CHAIR (F: 11.02B)**

Chair Sachs opened the nominations for Chair of the Board of Directors.

Chair Sachs nominated Vice Chair Muller with a second by Director Johnson.

There were no additional nominations.

The Board of Directors voted Vice Chair Muller as Chair by acclamation, with Vice Chair Muller abstaining.

Chair Muller opened the nominations for Vice Chair of the Board of Directors.

Director Johnson nominated Director Hasselbrink with a second by Director Hernandez.

There were no additional nominations.

The Board of Directors voted Director Hasselbrink as Vice Chair by acclamation.

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

Chair Muller commended former Chair Sachs for his many accomplishments during his term of service and thanked him for his leadership.

Director Hatch offered thanks to former Chair Sachs and credited him for his achievements.

Director Deaton, noting it was her last Board of Directors meeting, stated the Board serves its constituents with good work.

Director Sedgwick complimented former Chair Sachs on his wit and hard work as Chair, and said he was looking forward to working with Chair Muller.

**ADJOURNMENT** – Chair Muller adjourned the meeting at 7:54 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, February 28, 2019, at 6:00 p.m.

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
February 28, 2019

Agenda Item No. 3A  
Consent Calendar

**Implementation of 401(a) Deferred Compensation Plan for  
Executive Management**

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**Contact(s) for Further Information**

Lori Zeller, Deputy Chief  
Administration & Support Bureau

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

714.573.6020

Tamaryn Boston, HR Manager

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

714.573.6018

**Summary**

This agenda item is submitted for adoption of a resolution to implement a 401(a) deferred compensation program for Executive Management employees.

**Prior Board/Committee Action**

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

On November 15, 2001, the Board of Directors approved an amendment to the Personnel and Salary Resolution (P&SR) to include a deferred compensation benefit for Executive Management employees.

At its regular February 5, 2019, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING A 401(a) GOVERNMENTAL DEFERRED COMPENSATION PLAN.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Implementation of a 401(a) deferred compensation plan will not increase the employer contribution or costs.

**Background**

The Personnel and Salary Resolution (P&SR) defines the terms and conditions of employment for Executive Management employees, including a deferred compensation benefit. Employees in classifications designated as Executive Management receive a biweekly deferred compensation contribution from the Authority in an amount equal to four and five-tenths percent (4.5%) of the employee's biweekly base salary. Currently, this contribution goes into the employee's designated 457(b) account within the Authority's Deferred Compensation Plan.

In order to provide Executive Management employees with an opportunity to defer more of their pre-tax earnings into their individual 457(b) deferred compensation plans, staff propose implementation of a 401(a) deferred compensation plan for the employer contribution in lieu of the current 457(b) plan. This type of plan requires a mandatory contribution by the employee and/or employer. Because of this requirement and the way the benefit is described in the P&SR, the proposed 401(a) plan will include the mandatory 4.5% employer contribution and no mandatory or voluntary employee contribution. As well, this plan will only be available to Executive Management employees.

The Board must adopt this resolution in order to implement this 401(a) plan for Executive Management employees.

**Attachment(s)**

1. Proposed Resolution
2. 457(b) / 401(a) Comparison Chart

**RESOLUTION NO. 2019-\_\_\_\_**

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS ADOPTING A 401(a) DEFERRED  
COMPENSATION PLAN**

*WHEREAS*, the Orange County Fire Authority has employees rendering valuable services; and,

*WHEREAS*, the establishment of a deferred compensation retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

*WHEREAS*, Orange County Fire Authority prefers that its deferred compensation retirement plan be administered by Nationwide Trust Company.

*NOW, THEREFORE BE IT RESOLVED* that the Board of Directors of the Authority does hereby establish a deferred compensation retirement plan (the "Plan") in the form of The Orange County Fire Authority 401(a) Plan establishing The Orange County Fire Authority 401(a) Plan Trust pursuant to the specific provisions of the Nationwide Trust Company, FSB 401(a) Trust Agreement (executed copy attached hereto).

*BE IT FURTHER RESOLVED* that the Fire Chief is authorized to execute the Agreement; and

The Plan shall be maintained for the exclusive benefit of Executive Management employees and their beneficiaries; and

*BE IT FURTHER RESOLVED* that Nationwide Trust Company hereby agrees to serve as trustee under the Plan; and

*BE IT FURTHER RESOLVED* that the Fire Chief shall be the coordinator for the Plan; shall receive reports, notices, etc., from Nationwide Trust Company or the Plan Administrator; shall cast, on behalf of the Authority, any required votes under the Trust; may delegate any administrative duties relating to the Plan to appropriate departments; and

*BE IT FURTHER RESOLVED* that the Authority hereby authorizes the Fire Chief to execute all necessary agreements with Nationwide Trust Company incidental to the administration of the Plan.

*PASSED, APPROVED, AND ADOPTED* this 28<sup>th</sup> day of February 2019.

ATTEST:

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JOE MULLER, CHAIR  
Board of Directors

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

**Nationwide Trust Company, FSB  
401(a) Trust Agreement  
(The "Agreement")**

This Agreement including the Schedule of Investments attached is made and entered into by and between The Orange County Fire Authority ("Sponsor") and Nationwide Trust Company, FSB as Trustee ("NTC") pursuant to The Orange County Fire Authority 401(a) Plan ("Plan") to establish The Orange County Fire Authority 401(a) Plan Trust ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained therein.

By signing below, NTC has agreed to and accepted all rights and obligations contained herein.

Orange County Fire Authority

Printed Sponsor Name

NTC

02/28/19

Sponsor Signature

Date

Acceptance Date

Fire Chief

Title

Brian Fennessy

Printed Name

Signature

Date

Title

Printed Name

Signature

Date

Title

## **ARTICLE I — PURPOSE**

The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

## **ARTICLE II — DEFINITIONS**

**Account** — The trust account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

**Business Day** — A day on which NTC and New York Stock Exchange are both open for business.

**Effective Date** — The date on which the Account is created by NTC's acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

**Employer(s)** — The employer(s) of the Participants in the Plan.

**Funding Vehicle(s)** — As permitted by applicable law, may include one or more (i) group annuity contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, or (iv) any other investment vehicle(s) mutually acceptable to NTC and Sponsor via an amendment to this Agreement or separate schedule.

**Original Signature** — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

**Participant** — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

**Plan** — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

**Required Format** — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

**Signature** — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

**Successor** — The trustee or custodian appointed by the Sponsor who succeeds NTC.

**Written Instruction(s)** — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.

### **ARTICLE III — THE ACCOUNT**

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. Except as otherwise provided for in connection with a Funding Vehicle that is a depository product, the Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement. The Account shall not include any Plan Assets for which Sponsor has selected as the designated investment manager for Participant accounts an investment manager other than Nationwide Investment Advisors, LLC.

To the extent permitted by the Plan, NTC, at the direction of the Sponsor or its designee, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

In the event that Sponsor and NTC mutually agree to include life insurance as a Funding Vehicle for inclusion in the Account, Sponsor agrees that NTC shall not be responsible in any manner to Sponsor, the Plan, a Participant or his or her beneficiary, or to any third-party, including any issuer of life insurance, for any determination as to prudence of inclusion of life insurance as a Funding Vehicle in the Account or as an investment option under the Plan; any determination on a Participant basis that the purchase of life insurance is incidental to the primary purpose of providing retirement benefits; the tax treatment of premium payments or disbursements of benefits; any and all administrative, marketing, and sales duties or responsibilities related in any manner to the initial purchase, or continuing maintenance, of any life insurance; and any other action or omission related to life insurance.

The Sponsor authorizes NTC to commingle Plan assets, as applicable, in a master custodial account for purposes of facilitating the omnibus trading of various plan assets.

### **ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC**

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;



Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

Hold part or all of the Account uninvested as may be necessary or appropriate;

Withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities, identifying itself as the payor of such distributions;

Forward to the Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Sponsor, all proxies that are returned by the Sponsor; and abstain from voting proxies that are not returned by the Sponsor;

Take all other acts necessary for the proper administration of the Account.

#### **ARTICLE V — INVESTMENT RESPONSIBILITY**

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant's account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

#### **ARTICLE VI — LOANS**

To the extent permitted under the Plan and applicable law, NTC will forward loan disbursements as directed by the Sponsor or its designee via Written Instructions. The Sponsor, or other fiduciary of the Plan or their designee, shall be responsible for the approval and administration of any such loans. The Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. NTC will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant's account under the Account.

## **ARTICLE VII — CONTRIBUTIONS NOT RECOVERABLE**

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

## **ARTICLE VIII — ACCOUNT RECORDS AND REPORTS**

NTC shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

## **ARTICLE IX — FIDUCIARY RESPONSIBILITIES AND LIABILITIES**

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

## **ARTICLE X — LIMITATION OF LIABILITY**

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

## **ARTICLE XI — RELIANCE ON COUNSEL AND INDEMNIFICATION**

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;  
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NTC's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly and solely attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

#### **ARTICLE XII — NTC'S USE OF AFFILIATED COMPANIES**

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

#### **ARTICLE XIII — NTC'S COMPENSATION AND EXPENSES**

NTC will receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

Nationwide shall be entitled to receive, as compensation for services provided hereunder, any credit, interest or other earnings on aggregate cash balances held on deposit with respect to funds awaiting investment or reinvestment or with respect to funds pending distribution to offset expenses of associated activities. NTC may withdraw amounts from the Account for its compensation, and for any expenses as described herein from the Account for its compensation.

#### **ARTICLE XIV — TAXES**

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

NTC shall notify the Sponsor of any taxes levied upon or assessed against the Account. If NTC does not receive Written Instructions within thirty (30) days of such notification, NTC will pay the tax from the Account. If the Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to NTC within thirty (30) days of notification. NTC shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless NTC is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

#### **ARTICLE XV — AMENDMENT**

Notwithstanding any other provision of the Agreement, NTC may amend the Agreement at any time by providing written notice to the Sponsor not less than thirty (30) days prior to the effective date of such change, or at any time in the event NTC determines that such amendment is necessary to comply with any applicable legal or regulatory requirements.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind NTC to other commitments not covered within this Agreement.

#### **ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION**

NTC may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Sponsor. The Sponsor may remove NTC by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such Written Instructions with Original Signature to NTC, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC beyond the thirty (30) day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, upon the resignation or removal of NTC as trustee, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

#### **ARTICLE XVII — SUCCESSOR**

Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

#### **ARTICLE XVIII — GOVERNING LAW**

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Ohio. All contributions to the Account shall be deemed to occur in Ohio.

#### **ARTICLE XIX — IDENTITY VERIFICATION NOTICE**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

#### **ARTICLE XX — RULES OF CONSTRUCTION**

The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

#### **ARTICLE XXI — WAIVER**

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

#### **ARTICLE XXII — REFERENCES**

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

#### **ARTICLE XXIII — SEVERABILITY**

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

#### **ARTICLE XXIV — MUTUAL FUND DISCLOSURE**

The Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). The Investment Option Payments include mutual fund service fee payments, which are described in detail at [www.nrsforu.com](http://www.nrsforu.com), and other payments received from investment option providers.

**Schedule of Investments  
("Investment Authorization")**

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:

T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2010 Fund  
T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2015 Fund  
T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2020 Fund  
T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2025 Fund  
T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2030 Fund  
T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2035 Fund  
T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2040 Fund  
T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2045 Fund  
T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2050 Fund  
T. Rowe Price Retirement Funds, Inc. - T. Rowe Price Retirement 2055 Fund  
T. Rowe Price Real Estate Fund  
Dodge & Cox International Stock Fund  
MFS International New Discovery Fund - Class A  
Oppenheimer Global Fund  
Vanguard Total International Stock Index Fund Admiral  
Vanguard(R) International Growth Fund - Investor Class  
Janus Henderson Venture Fund - Class S  
Vanguard Small-Cap Index Fund - Admiral Shares  
Westwood SmallCap Value Fund - Institutional Class  
Vanguard Mid-Cap Index Fund - Admiral Shares  
Victory Munder Mid-Cap Core Growth Fund - Class Y  
Victory Sycamore Established Value Fund - Class R6  
American Beacon Large Cap Value Fund - Investor Class  
Fidelity Contrafund  
Neuberger Berman Sustainable Equity Fund - Investor Class  
T. Rowe Price Dividend Growth Fund (F)  
T. Rowe Price Growth Stock Fund  
Vanguard 500 Index Fund - Admiral Shares  
T. Rowe Price Retirement Balanced Fund  
Metropolitan West Total Return Bond Fund - Class M  
PIMCO Total Return Fund - Institutional Class

T. Rowe Price High Yield Fund, Inc.  
Vanguard Total Bond Market Index Fund - Admiral Shares  
Nationwide Government Money Market Fund - Investor Shares  
OCFA Stable Value Option

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Sponsor or its designee to NTC.

## 457(b) / 401(a) Comparison Chart

Plan Feature	457(b) Plan	401(a) Plan
<b>Eligible employees</b>	All regular OCFA employees (excludes Extra Help)	Executive Management employees
<b>Types of contributions</b>	Pre-tax employee elective and employer contribution of 4.5% of base salary for Executive Management employees	Requires either a mandatory employee and/or employer contribution. To maintain current benefit design, mandatory 4.5% employer contribution only.
<b>Unused sick pay, vacation pay and other leave contributions</b>	Optional; elective deferrals	Not permitted
<b>Tax treatment of contributions</b>	Pre-tax (subject to taxation when distributed from the plan)	Pre-tax employer mandatory contributions (subject to taxation when distributed from the plan)
<b>Annual contribution limits (2019)</b>	The lesser of 100% of employee includible compensation or \$19,000	The lesser of 100% of employee includible compensation or \$56,000
<b>Age 50 catch-up provision</b>	\$6,000, if not using the special three-year catch-up	Not available
<b>Special catch-up provision</b>	Up to twice the annual limit (\$38,000 in 2019) for eligible employees who are within three years prior to the year of Normal Retirement Age	Not available
<b>Vesting of employee contributions</b>	100% immediate, elective deferrals	100% immediate, including picked up deferrals
<b>Vesting of employer contributions</b>	100% immediate	100% immediate
<b>Taxation of distributions</b>	Distributions of pre-tax contributions are taxed as ordinary income, unless they are rolled over to another eligible plan or traditional IRA.	Distributions are taxed when distributed from plan, unless they are rolled over to another eligible plan or traditional IRA.
<b>Additional 10% tax for early withdrawals</b>	No additional 10% early withdrawal tax on employee contributions; money rolled in from another plan may be subject to an additional 10% early withdrawal tax.	For employees who separate before age 55, withdrawals until age 59 ½ will be subject to an additional 10% early withdrawal tax in addition to ordinary income tax unless subject to an exception. Employees separating after age 55 will <b>not</b> be subject to the additional 10% early withdrawal tax on any money withdrawn.
<b>Participant loans</b>	Yes	Yes
<b>Required minimum distributions</b>	Yes, generally the later of age 70 ½ or the age the participant retires.	Yes, generally the later of age 70 ½ or the age the participant retires.
<b>Rollovers or transfers to another retirement plan or IRA</b>	Yes, to another 457(b), 401(a), 401(k), 403(b) plan or IRA after separation from service.	Yes, to another 457(b), 401(a), 401(k), 403(b) plan or IRA after separation from service.
<b>Federal income tax withholding</b>	20% mandatory withholding of distributions eligible for rollover but not directly rolled over to another eligible retirement plan or IRA.	20% mandatory withholding of distributions eligible for rollover but not directly rolled over to another eligible retirement plan or IRA.
<b>Tax reporting for distributions</b>	1099-R	1099-R





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

**Board of Directors Meeting**  
**February 28, 2019**

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

**Amendment to Personnel and Salary Resolution**

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**Contact(s) for Further Information**

Lori Zeller, Deputy Chief  
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Human Resources

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**Summary**

This agenda item is submitted for approval to amend Part 3, Article 1, Section 8 (Authority Issued Vehicles and Cash in Lieu Allowance Policy) and Appendix B (Administrative Management Classifications) of the Personnel and Salary Resolution (P&SR) for Executive Management employees.

**Prior Board/Committee Action**

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

At its regular February 5, 2019, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Adopt the proposed amendment to Part 3, Article 1, Section 8 (Authority Issued Vehicles and Cash in Lieu Allowance Policy) and Appendix B (Administrative Management Classifications) of the Personnel and Salary Resolution for Executive Management employees.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The existing approved budget includes amounts for vehicle allowances for the two Director level positions. Amending the P&SR to provide an Authority-issued vehicle option will increase expenditures by approximately \$37,500 in the first year and an amount equal to or representative of the growth factor annually thereafter for each Director electing that option. Vehicles will be incorporated into the Capital Improvement Program and replaced approximately every seven years, or as needed.

**Background**

The Personnel and Salary Resolution (P&SR) defines the terms and conditions of employment for Executive Management employees, including the "Authority Issued Vehicles and Cash in Lieu Allowance Policy." Currently, the P&SR authorizes the Fire Chief to determine if an Executive Management employee requires the use of either an Authority-issued vehicle, emergency/Code 3 response vehicle or a non-emergency vehicle, based on duties performed. However, per the P&SR, two Executive Management classifications (Director of Communications and Human Resources

Director) are not eligible to receive an Authority-issued vehicle, but instead receive a monthly cash allowance in the amount of five hundred dollars for the use of their personal vehicle for Authority business.

The Fire Chief has determined that the amount of Authority-related travel expected of the two Director classifications is on par with that of the other Executive Management classifications, and therefore, desires to expand the option of an Authority-issued vehicle to the two Director classifications.

In January 2019, staff conducted a survey to determine how other Orange County public agencies administer this type of benefit for their Executive Managers. The survey queried which agencies offer an agency-issued vehicle and/or a monthly cash allowance (including the amount), as well as which Executive Management classifications were eligible for the benefit. Of the eighteen responding agencies, sixteen provide a monthly cash allowance or an agency-issued vehicle to Executive Managers. Cash allowances range from \$225 to \$868 per month, depending on the classification. Finally, Director-level positions at four public agencies are eligible to receive an auto allowance or an agency-issued vehicle. The results of the survey are attached.

The proposed amendment also includes an update to the “Administrative Management Classifications” identified in Appendix B of the P&SR to align with the classifications represented by the Orange County Fire Authority Management Association.

Board approval is required for these amendments to the Personnel and Salary Resolution.

**Attachment(s)**

1. Proposed Personnel and Salary Resolution
2. Executive Management Vehicle/Cash Allowance Survey Results

# **PERSONNEL AND SALARY RESOLUTION**

## **ORANGE COUNTY FIRE AUTHORITY**

**Revised by the Board of Directors**  
**August 23, 2018 February 28, 2019**  
**(Amendments to Part 3 Only)**

**PART 3 - EXECUTIVE MANAGEMENT**  
**ARTICLE I**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**Section 1. General Provisions**

- A. Except as otherwise provided in this Article or by State law or action of the Board and except where the natural construction of a provision indicates otherwise, the wages, hours, and terms and conditions of employment for Executive Management employees shall be the same as adopted for employees in the Administrative Management Unit. However, any provision requiring Fire Chief approval for Administrative Management employees that could also benefit the Fire Chief shall be forwarded to the Board for approval.

**Section 2. At-Will Appointments**

- A. Notwithstanding any other provision of this Personnel and Salary Resolution, employees appointed to Executive Management positions, exclusive of the Fire Chief, shall serve at the pleasure of the Fire Chief. Prior to such an appointment, the Human Resources Director shall obtain written acknowledgement from the prospective appointee acknowledging his/her understanding of such At-Will status.
- B. Such employees may be removed from their position at any time without notice, cause, or rights of appeal. In the event such employees are removed from their positions, the Authority shall provide, at the discretion of the Fire Chief, either severance pay OR reassignment as described below:
1. Severance Pay - In the event such employee is removed from his/her position prior to the third year anniversary of his/her appointment without being reassigned, the Authority shall pay a sum equal to three (3) months of the base annual salary that is in effect as of the date of the termination. In the event such employee is removed from his/her position after the third year anniversary without being reassigned, severance pay shall be increased by one (1) month for each additional year or portion thereof, up to a maximum of six (6) months in total.
  2. Reassignment - In the event such employee is removed from his/her position without severance pay, the Authority shall reassign said employee to a non-Executive Management position in a lower class, in which he/she passed probation immediately prior to becoming an At-Will employee, or an equivalent position. In such event, employee shall be placed at the middle of the applicable salary range. Said reassignment shall not result in layoff of any other employee. Employees appointed to such Executive Management positions from outside the Authority shall have no rights to a lower level position.

- C. Notwithstanding the provisions of this Section, the Authority shall have the right to dismiss for reasonable cause any Executive Management employee, and may do so without compliance with Sections 2.B.1 or 2.B.2 of this Article. In such an event, the provisions of Part 2, Articles VIII, DISCIPLINARY AND PREDISCIPLINARY ACTIONS, and IX, GRIEVANCE PROCEDURE, shall be fully applicable.

- D. Reasonable Cause

For purposes of this Section, the term, "reasonable cause" shall include, but not be limited to, the following: (1) dishonesty, (2) insubordination, (3) incompetence, (4) neglect of duty, (5) excessive or unexcused absences, (6) possession, use, or sale of alcohol or illegal narcotics while on Authority duty or premises, (7) misuse or misappropriation of Authority property or funds, (8) conflict of interest, (9) improper political activity, (10) intentionally misrepresenting information or facts in any statement, declaration of affidavit made by an employee, (11) any conduct, act, or omission either during or outside duty hours that is of such a nature that it causes discredit to the Authority or the firefighting profession, or that conduct, act, or omission has a disruptive effect on the efficiency or integrity of the public service, (12) any violation of the Authority's General Orders or Standard Operating Procedures.

### **Section 3. Life Insurance**

- A. Executive Management employees shall receive life and accidental death and dismemberment insurance, at no cost to the employee, in an amount equal to their base annual salaries, adjusted to the closest ten thousand (10,000) dollars regardless of age with the option to purchase additional coverage, including dependent coverage.

### **Section 4. Optional Benefit Plan (OBP)**

- A. All provisions that apply to Administrative Management shall also apply to Executive Management, except that the amount of the Optional Benefit Plan shall be three thousand five hundred (3500) dollars for Executive Management employees for each calendar year.

### **Section 5. CalPERS Health Care**

- A. The Authority shall continue to maintain its contract with the California Public Employees Retirement System (CalPERS) for employees' health care coverage.
- B. Except as provided in Sections 5.C.1 and 5.C.2 of this Article, the Authority shall contribute toward the payment of health care premiums under the CalPERS Health Benefits Plan on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code Section 22892.
- C. The Authority shall continue to maintain its Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:

- 1. Except as modified in Section 5.D. of this Article, each full-time (regular, limited-

term, or probationary) employee shall receive the dollar value of one hundred percent (100%) of the employee's health plan premium or seventy-five percent (75%) of the total health plan premium selected by the employee, whichever is greater. That amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.

2. Except as modified in Section 5.D. of this Article, each part-time (regular, limited-term, or probationary) employee shall receive the dollar value of fifty percent (50%) of the employee's health plan premium or thirty-seven and five-tenths percent (37.5%) of the total health plan premium selected by the employee, whichever is greater, and that amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892, provided the employee's normal workweek consists of at least twenty (20) hours. Health care coverage and other benefits provided as part of the Cafeteria Plan shall be terminated for any employee whose normal workweek is reduced to less than twenty (20) hours. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.
- D. For employees who are on approved Family Leave, the Authority shall continue to pay health insurance premiums as provided in Sections 5.C.1 and 5.C.2 of this Article to the extent required by applicable law.
- E. Upon showing sufficient proof of alternate health care coverage, such as a certificate of coverage, a full-time or part-time (regular, limited-term or probationary) employee shall be entitled to a fifty-five (55) dollar biweekly credit to his/her Cafeteria Plan, in lieu of the amount provided in Sections 5.C.1 and 5.C.2 of this Article. This credit may be applied towards benefits offered under the Cafeteria Plan, including accidental death and dismemberment insurance or miscellaneous pay.
- F. For 2016, the Director of Communications and the Human Resources Director shall receive a monthly cash allotment in the amount of one thousand six hundred fifty three dollars and fifty four cents (\$1,653.54) to be applied toward health care coverage and other benefits. The amount shall be adjusted annually each January in the amount equal to the average percentage increase of CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the increase in CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium. In addition to purchasing health care coverage, the Director of Communications and the Human Resources Director, at his/her option, may receive any or all remaining funds in cash or defer such funds to an Authority offered Deferred Compensation Plan.

## **Section 6. Range Adjustment**

- A. The bottom of the salary range for Assistant Chief shall be established at five and five-tenths percent (5.5%) above the maximum attainable Fire Division Chief salary.

The top for this range shall be established at seven and five-tenths percent (7.5%) above the bottom. Maximum attainable salary is defined as the sum of the top of the salary range for Fire Division Chief plus any additional non-base salary building compensation provided to the majority of employees in this classification.

- B. The top of the salary range for Human Resources Director and Director of Communications shall be established at seven and five-tenths percent (7.5%) above the maximum attainable salary within the OCFAMA classifications.
- C. The bottom of the salary range for Deputy Fire Chief shall be established at the top of the Assistant Chief salary range. The top for this range shall be established at seven and five-tenths (7.5) percent above the bottom.
- D. Movement within the salary ranges shall be based on job performance and shall be approved by the Fire Chief.

#### **Section 7. Deferred Compensation**

- A. An employee in the classifications designated as Executive Management shall receive a biweekly deferred compensation contribution from the Authority in the amount equal to four and five-tenths percent (4.5%) of the employee's biweekly base salary. Such contribution shall go into the employee's designated account within the Authority's Deferred Compensation Plan.

#### **Section 8. Authority Issued Vehicles and Cash in Lieu Allowance Policy**

- A. Intent of Policy

This policy has been developed to provide a consistent application of the Vehicle Allowance benefit that covers the issuance of an Authority vehicle or a cash allowance in lieu of an Authority issued vehicle.

- B. Authority Issued Vehicle

- 1. Emergency/Code 3 Response Vehicles

Based on the duties performed by each member of the Executive Management group, the Fire Chief shall determine if an employee shall be required to maintain a twenty-four (24) hour emergency/Code 3 response vehicle. This determination shall be based on the specific requirement of the job and shall take all of the following conditions into consideration:

- The duties of the position require a twenty-four (24) hour seven (7) days a week emergency/Code 3 response status.
- The duties require that the vehicle be equipped with emergency/Code 3 response and communications equipment, i.e., emergency lights, siren, emergency radio, etc.
- The duties dictate the use of the vehicle in a manner that insurance coverage is not available on an individual basis, i.e., emergency response and wildland traversing.

Upon determination by the Fire Chief that the Executive Management

member's duties require an Authority issued emergency/Code 3 equipped response vehicle, the Fire Chief shall assign such vehicle to the employee. The Fire Chief, at his/her discretion, may at any time determine that there is no need for such vehicle and revoke the use of the vehicle.

Emergency/Code 3 response vehicles shall be provided at the discretion of the Fire Chief and be in accordance with the following conditions:

- Those employees who shall be provided emergency/Code 3 response vehicles may use the vehicles for personal use, but shall be available on a twenty-four (24) hour, seven (7) days a week emergency/Code 3 response status.
- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be equipped with emergency/Code 3 equipment and shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee and spouse when the employee is present in the vehicle.
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief
- Authority provided fuel for Authority issued vehicles shall be for business use only.

## 2. Non-emergency/Code 3 Response Vehicles

Should an Executive Management employee opt to receive an Authority issued vehicle, the issuance of the vehicle shall be in accordance with the following conditions:

- Those employees provided vehicles may use the vehicles for personal use.
- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee and spouse when the employee is present in the vehicle.
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief.
- Authority provided fuel for Authority issued vehicles shall be for business use only.

## 3. Record Keeping



It is understood that if an employee is issued an Authority vehicle, the vehicle shall be used for business and personal use. In determining the cash value of the personal use of the vehicle, the method of "Annual Lease Value" shall be applied. Upon receipt of the appropriate information from the employee, the Finance Manager shall calculate the appropriate cash value for the vehicle's personal use. The cash value shall be identified on the individual's W-2 in Box 1 as taxable income. The cash value shall cover the cost of the vehicle and its maintenance and insurance.

C. Vehicle Cash Allowance

Those Executive Management employees who are not determined by the Fire Chief to be required to maintain a twenty-four (24) hour a day seven (7) days a week emergency/Code 3 response vehicle shall have the option of an Authority provided vehicle or shall receive a monthly cash allowance in the amount of five hundred (500) dollars for the use of their personal vehicle for Authority business. Such allowance shall be identified on their W-2 in Box 1, as taxable income. ~~The Human Resources Director and Director of Communications are only eligible to receive the monthly cash allowance.~~

Employees who use their personal vehicle for business purposes shall comply with the following requirements:

- They shall maintain and provide proof of adequate levels of personal vehicle insurance coverage.
- They shall purchase their own fuel for the vehicle.
- They shall ensure that the vehicle is properly maintained.

**Section 9. Retirement Formula – 3% at 50 (Safety Employees Hired before July 1, 2011)**

- A. The Authority shall continue the 3% at 50 retirement formula for active Safety Member employees hired before July 1, 2011 for all years of service as specified under California Government Code Section 31664.1.
- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. The employee deduction shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under Government Code Section 31664.1(c). At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions.

**Section 10. Retirement Formula – 3% at 55 (Safety Employees Hired From July 1, 2011 Through December 31, 2012 or Employees Hired On or After January 1, 2013 With Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 3% at 55 retirement formula for active safety employees who were hired from July 1, 2011 through December 31, 2012 or hired on or after January 1, 2013 and establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 31664.2.

- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount, or until such time that the employee qualifies under GC 31664.1(c).

**Section 11. Retirement Formula – 2.7% at 57 (Safety Employees Hired On or After January 1, 2013 With No Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 2.7% at 57 retirement formula for active safety employees who were hired on or after January 1, 2013 who do not establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 7522.25(d). Effective upon employment by the Authority, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to 50% of the normal retirement cost toward the employee's retirement contribution. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 12. Retirement Formula – 2.7% at 55 (Non-Safety Employees Hired Prior to December 1, 2012)**

- A. The Authority shall continue the 2.7% at 55 retirement formula for active non-safety employees who were hired prior to December 1, 2012.
- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. The deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 13. Retirement Formula – 2% at 55 (Non-Safety Employees Hired From December 1, 2012 Through December 31, 2012 or Employees Hired On or After January 1, 2013 With Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 2% at 55 retirement formula for active non-safety employees who were hired from December 1, 2012 through December 31, 2012 or hired on or after January 1, 2013 and have established reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 31676.12.
- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).

- C. At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 14. Retirement Formula – 2.5% at 67 (Non-Safety Employees Hired On or After January 1, 2013 With No Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 2.5% at 67 retirement formula for active non-safety employees who were hired on or after January 1, 2013 and do not establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 7522.20. Effective upon employment by the Authority, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to 50% of the normal retirement cost toward the employee's retirement contribution. This deduction shall continue during the employee's employment period and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 15. Retiree Medical Insurance Grant**

- A. All provisions that apply to Administrative Management shall also apply to Executive Management.

## **APPENDIX B**

### **ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS**

0570 Accounting Manager  
1810 Assistant Clerk of the Authority  
1374 Assistant Information Technology Mgr - Customer Relations & Consulting  
1371 Assistant Information Technology Mgr - GIS & Data Management  
1373 Assistant Information Technology Mgr - Infrastructure & Workplace Support  
1372 Assistant Information Technology Mgr - Portfolio & Procurement  
1710 Assistant Treasurer  
0750 Benefit Services Manager  
1820 Clerk of the Authority  
0440 Construction Manager  
0190 Deputy Fire Marshal  
~~0765 Employee Relations Manager~~  
1530 EMS Coordinator  
1250 Emergency Communications Center Manager  
0430 Facilities Maintenance Manager  
0590 Finance Manager  
0280 Fleet Services Manager  
0765 Human Resources Manager  
1370 Information Technology Manager  
1630 Legislative Analyst  
1620 Management Analyst  
1540 Medical Director  
0760 Organizational and Development Training Program Manager  
0560 Payroll/Accounts Payable Manager  
0450 Property Manager  
0330 Purchasing and Materials Manager  
0860 Risk Management Analyst  
0870 Risk Management Safety Officer  
0880 Risk Manager  
0550 Senior Accountant  
0740 Senior Human Resources Analyst  
1720 Treasurer

**Executive Management - Vehicle or Auto Allowance Survey of Orange County Public Agencies**  
January 2019

Attachment 2

Agency	Auto Allowance for Exec Mgmt (Y or N)	Auto Allowance Amount (If amounts vary, please indicate range)	Positions Eligible for Allowance	Agency-Issued Vehicle (Y or N)	Positions Eligible for Agency-Issued Vehicle	Notes
<b>OCFA</b>	<b>Y</b>	<b>\$500</b>	<b><i>All (Unless Code 3 Vehicle Required), including Fire Chief, Asst. Chief, Deputy Fire Chief, and Director of HR &amp; Communications</i></b>	<b><i>Yes - Emergency/Code 3 Response Vehicles AND Non-emergency/Code 3 Response Vehicles</i></b>	<b><i>Determined by Fire Chief based on job duties</i></b>	<b><i>HR and Communications Director may only receive the monthly cash allowance</i></b>
Aliso Viejo, City of	Y	\$550	City Manager	N	N/A	Benefit provided Monthly
Anaheim, City of	Y	\$225 - 300	Mayor, City Council Members, Executive Managers (excluding the City Manager), Asst General Managers of: Electric Services, Finance & Administration, Water Services, Utilities Joint Services, Deputy City Engineer, Risk Manager, Traffic & Transportation Manager	Y	City Manager, Fire Chief, Police Chief	Resolution No 2006-118 & Resolution No 2006-117 Benefit provided Bi-Weekly
Buena Park, City of	Y	\$300	Asst. City Manager, City Clerk, Director of: Finance, HR/Risk Mgmt, Community Development, Community Services	N	N/A	Benefit provided Monthly
Dana Point, City of	Y		Asst. City Manager, Director of Community Development, City Clerk	Y	City Manager, Director of Public Works, Director of Admin. Services	Benefit provided Monthly Auto allowance amount not provided.
Garden Grove, City of	Y	\$868	City Manager, Deputy City Manager, City Clerk, Director of: Community Development, Community Services, Finance, Public Works, Human Resources, Information Technology, Fire Chief, Police Chief	Y	City Manager, Deputy City Manager, City Clerk, Directors of: Community Development, Community Services, Finance, Public Works, Human Resources, Information Technology, Fire Chief, Police Chief	Benefit provided Monthly Executives may choose between allowance and vehicle
Huntington Beach, City of	Y	\$550 - 650	City Manager, Asst. City Manager Director of: Building & Safety, Community Services, Economic Development, Human Resources, Library Services, Community Development, Public Works, Chief Information Officer, Chief Financial Officer, Fire Chief, Police Chief	Y	Fire Chief, Police Chief	Benefit provided Monthly

**Executive Management - Vehicle or Auto Allowance Survey of Orange County Public Agencies**  
January 2019

Agency	Auto Allowance for Exec Mgmt (Y or N)	Auto Allowance Amount (If amounts vary, please indicate range)	Positions Eligible for Allowance	Agency-Issued Vehicle (Y or N)	Positions Eligible for Agency-Issued Vehicle	Notes
Irvine, City of	Y	\$300 - 550	City Manager, Asst. City Manager, Asst. City Manager (Special Projects), City Clerk, Director of: Admin Services, Community Development, Great Park, Public Affairs and Communications, Public Safety/Chief of Police, Public Works, Transportation, Deputy City Manager, Deputy Director of: Admin Services, Community Services, Public Works, Public Safety/Police Chief, Community Development, Special Asst. to the Chief of Police, Chief Information Officer, Council Services Manager, Managers of: Advance Planning, Animal Care, Budget & Business Planning, Building & Safety/Chief Building Official, Business Services, Community Services, Engineering/City Engineer, Facility Maintenance and Rehabilitation, Fiscal Services, Great Park Planning & Development, Housing, HR, Land & Assets, Neighborhood Services, OC Great Park Corporation, Public Communications, Public Services, Transit & Transportation	Y	<b>Provided Choice of Allowance or Vehicle:</b> City Manager, Asst. City Manager, Asst. City Manager (Special Projects), City Clerk, Director of: Admin Services, Community Development, Great Park, Public Affairs and Communications, Public Safety/Chief of Police, Public Works, Transportation, Deputy City Manager, Deputy Director of: Admin Services, Community Services, Public Works, Public Safety/Police Chief, Community Development, Special Asst. to the Chief of Police	The City Manager may approve use of a City vehicle or mileage reimbursement for those miles traveled in the employee's vehicle, which exceed the miles covered by the vehicle allowance based on the current mileage rate.
La Palma, City of	Y	\$325	City Manager	Y	Police Chief & Police Captain	Police Chief and Captains also receive a gas card for fueling the vehicle. Benefit provided Monthly
Lake Forest, City of	Y	\$400	City Manager, Asst. City Manager, City Clerk, Directors of: Community Services, Community Development, Public Works/City Engineer, Finance, Mgmt Services	Y	City Manager, Asst. City Manager, City Clerk, Directors of: Community Services, Community Development, Public Works/City Engineer, Finance, Mgmt Services	Benefit provided Monthly Agency vehicle issued at City's discretion
Mission Viejo, City of	Y	\$300 - 550	City Manager, Asst. City Manager/Director of Public Services, Director of: IT, Admin. Services, Public Works, Recreation & Community Services, Community Development, Library & Cultural Services City Engineer, Public Services Operations Manager, Facilities Maintenance Manager, City Clerk	N	N/A	Benefit provided Monthly
Orange, City of	N					
Orange, County of	Y	\$600 - 765	Elected Officials, Department Heads, Senior Mgmt	N		Benefit provided Monthly
Rancho Santa Margarita, City of	N					

**Executive Management - Vehicle or Auto Allowance Survey of Orange County Public Agencies**  
**January 2019**

Agency	Auto Allowance for Exec Mgmt (Y or N)	Auto Allowance Amount (If amounts vary, please indicate range)	Positions Eligible for Allowance	Agency-Issued Vehicle (Y or N)	Positions Eligible for Agency-Issued Vehicle	Notes
San Juan Capistrano, City of	Y	\$ 225 - 350	City Manager, Asst. City Manager, City Clerk	Y	City Manager, Asst. City Manager, City Clerk	Auto Allowance is negotiated in employment contract, executives may elect for an allowance or a vehicle. Current executives have elected allowance. Benefit provided Monthly
Santa Ana, City of	Y	\$500	Exec Mgmt, City Manager, City Council, City Clerk, and City Attorney (if employee)	Y	Police Chief and City Manager	Only entitled to <i>either</i> car or allowance. Currently only Police Chief and City Manager have a car.
Stanton, City of	Y	\$300	City Manager, Director of: Public Works, Community Development, Admin. Services, Public Safety Services	Y	City Manager	Benefit provided Monthly City Manager may elect a vehicle in lieu of allowance
Tustin, City of	Y	\$400	Asst. City Manager, Deputy City Manager and all Directors	Y	City Manager, Police Chief, Deputy Police Chief and Police Captains	Benefit provided Monthly
Yorba Linda, City of	Y	\$275 - 550	Department Heads and designated Mid-Mgmt	N	N/A	Benefit provided Monthly



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
February 28, 2019

Agenda Item No. 3C  
Consent Calendar

**Approval of Limited-Term Positions to Increase Vehicle Outfitting Capacity**

**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Joel Brodowski, Information Technology Manager

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

714.573.6421

**Summary**

This agenda item is submitted for approval to add limited-term positions in the Fire Apparatus Parts Specialist and Fire Delivery Driver classifications to increase the OCFA's capacity to outfit vehicles.

**Prior Board/Committee Action**

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

At its regular February 13, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTIONS:**

1. Authorize additions to the Master Position Control:  
Additional Limited-term Fire Apparatus Parts Specialist: Five full-time; Four part-time  
Additional Limited-term Fire Delivery Driver positions: Two full-time; One part-time
2. Approve a budget adjustment increasing expenditures in the FY 2018/19 General Fund (121) budget by \$277,400 to fund the proposed positions for the remainder of this fiscal year.
3. Direct staff to provide annual reports to the Budget and Finance Committee regarding the status of vehicle outfitting capacity and associated staffing needs.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Approval of staff recommendations will increase expenditures in the FY 2018/19 General Fund, Information Technology Division, Communications, and Workplace Support, in the amount of \$277,400. If continued beyond FY 2018/19, the annual cost of the positions will be \$832,400.

**Background**

Over the next five fiscal years (FY 2019/20 – 2023/24), the OCFA is projecting to purchase 117 new/replacement vehicles. This period represents a significantly higher than average volume in OCFA's heavy duty (engines, trucks, and specialty vehicles) vehicle replacement cycle. Currently, five new/replacement vehicles are being outfitted with all necessary communications and specialty equipment. An additional 13 vehicles are on-site awaiting outfitting, and 48 vehicles are expected to be delivered over the next 12 to 18 months.



To address this condition and prevent an increase in the backlog for outfitting vehicles, staff is recommending temporarily increasing the OCFA's capacity to outfit vehicles from 25 to up to 45 annually. Annual reassessments of outfitting capacity needs will be completed over the five-year period of high-volume vehicle replacements.

### ***Proposed Plan***

Surge capacity staffing in the lower levels of Fire Apparatus Parts Specialist and Fire Delivery Driver classifications can be used to augment existing staff with higher-level technical skills in the Communications, Service Center, and Fleet sections tasked with outfitting vehicles. The addition of limited-term positions (instead of permanent-regular positions) is recommended to enable a return to normal staffing levels, when needed, upon reevaluation of the OCFA's vehicle outfitting capacity requirements. The proposed limited-term positions would be primarily responsible for preinstallation duties, including assembly and delivery of supplies and communications equipment specific to each new vehicle.

The recommended plan calls for the addition of five full-time and four part-time, limited-term positions in the Fire Apparatus Parts Specialist classification for the Communications and Fleet sections, and two full-time and one part-time, limited-term positions in the Fire Delivery Driver classification for the Service Center and Fleet sections.

To further address the OCFA's vehicle outfitting capacity needs, the specifications for new vehicle bids are being updated to include communications equipment installation services when available by the manufacturer or qualified third-party vendors prior to OCFA accepting delivery of the new vehicles. In addition, a request for proposals for communications equipment installation services for all OCFA vehicle types will be published in March 2019, providing increased access to contract professional services from multiple qualified third-party communications equipment installation service vendors.

### ***Conclusion***

Implementation of staff's recommendation to add limited-term positions tasked with vehicle outfitting, as well as increased access to contract vehicle outfitting services will resolve the current backlog for vehicle outfitting by July 2020 and address outfitting needs during the high-volume vehicle replacement period through FY 2023/24.

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

None.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
February 28, 2019

Agenda Item No. 3D  
Consent Calendar

**Reject all Bids for the Purchase and Installation of Modular Classrooms**

**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6028

Patrick Bauer, Property Manager

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

714.573.6471

**Summary**

This agenda item is submitted for approval to reject all bids submitted for the purchase and installation of two new modular classrooms and authorize purchasing staff to re-bid the project.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTIONS:**

Reject all bids submitted in response to Invitation for Bid RO2348 for the purchase and installation of two new modular classrooms.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for this contract is available in the existing FY 2018/19 Logistics Department.

**Background**

The Property Management Department is responsible for the upgrade, maintenance, and repair of OCFA's 22-acre headquarters, 72 fire stations, USAR Warehouse and Air Operations Hangar. Due to increased training and recruitment activities, existing facilities are inadequate to keep up with the increased need for appropriate classroom training locations. Temporary classrooms are needed in order to accommodate the increased need for classroom space.

***Invitation for Bids (IFB) Process***

On January 30, 2019, IFB RO2348 was issued and sent to 270 vendors to solicit competitive bids for the purchase and installation of two modular classrooms. A mandatory job-walk was held on February 6, 2019, with seven contractors attending.

On February 14, 2019, the bid due date, two bids were received from the following contractors:

- 1) Optima RPM, Inc. \$313,825
- 2) SS+K Construction, Inc. \$356,000

During initial review, it was noted that each contractor could only complete the project by OCFA's required date of Friday, April 12, 2019 if contracts were awarded by February 18, 2019 or earlier. (February 15 for Optima RPM, Inc.; February 18 for SS+K Construction, Inc). Due to this contract requiring OCFA Board of Directors approval prior to award, neither contractor would be able to meet the required completion date.

***Recommendation***

Staff is recommending approval to reject all bids due to the vendors being unable to perform, based upon the deadlines they provided that do not meet the RFP's required delivery date.

***Attachment(s)***

1. Bid Submittal from Optima RPM, Inc.
2. Bid Submittal from SS+K Construction, Inc.

RO2348 – Purchase and Installation of Modular Classrooms

**SECTION VI: BID DOCUMENTS****BIDDER'S CHECKLIST**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.** Bidders shall complete and submit all required bid documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

**Attendance at the pre-bid meeting and job walk is a requirement for submitting a bid.**

REQUIRED BID DOCUMENTS

- ☒ **BIDDER'S CHECKLIST**
- ☒ **BID FORM**
- ☒ **BID BOND (DEPOSIT)** in the form of:
  - ☐ Certified Check ☐ Cashier's Check ☐ Bidder's Bond
- ☒ **BID PRICING PAGE AND SCHEDULE**
- ☒ **BIDDERS INFORMATION**
- ☒ **LIST OF PAST PROJECTS**
- ☒ **LIST OF CURRENT PROJECTS**
- ☒ **CONTRACTOR'S LICENSING STATEMENT**
- ☒ **LIST OF SUBCONTRACTORS**
- ☒ **DESIGNATOR OF SURETIES**
- ☒ **NON-COLLUSION AFFIDAVIT**
- ☒ **CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**
- ☒ **DEBARMENT AND SUSPENSION CERTIFICATION**
- ☒ **CERTIFICATION OF SITE EXAMINATION**
- ☒ **PARTY AND PARTICIPANT DISCLOSURE FORMS (IF APPLICABLE)**

POST- BID (CONTRACT) DOCUMENTS

**Successful bidder shall submit the following:**

- ☒ **INSURANCE REQUIREMENTS CERTIFICATE**
- ☒ **PREVAILING WAGE CERTIFICATION**
- ☒ **WORKERS COMPENSATION INSURANCE CERTIFICATION**
- ☒ **PERFORMANCE BOND**
- ☒ **PAYMENT (LABOR AND MATERIALS) BOND**
- ☒ **CONSTRUCTION CONTRACT**

SUBMITTED BY:

Name of Company Optima RPM, Inc. Contact Name Maykel Hanna  
 Address 17945 Sky Park Circle Suite D City Irvine State CA Zip 92614

# 1. BID FORM

To: **The Orange County Fire Authority (OCFA)**

From: Optima RPM, Inc.

(Legal Name of Bidder)

**Project:** RO2348 – Purchase and Installation of Modular Classrooms

The undersigned declares that the bid documents including, without limitation, the Invitation for Bids and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment and services to perform and furnish all work in accordance with the terms and conditions of the bid documents, including, without limitation, the Drawings and Specifications, and contract documents as provided in Bid RO2348 – Purchase and Installation of Modular Classrooms. The bidder will accept in full payment for that work the following total lump sum amount, all taxes and markup included: (transferred from the Bid Pricing Page)

**A. Bid Base Lump Sum**

Amount 313,825<sup>00</sup>/<sub>100</sub>

Written three hundred thirteen thousand eight hundred twenty five Dollars

1. The undersigned has reviewed the work outlined in the bid documents and fully understands the scope of work required in this bid, understands the construction and project management function(s) as described in the bid documents, and that each bidder who is awarded a contract shall be in fact the prime contractor, not a subcontractor, to the OCFA, and agrees that its bid, if accepted by the OCFA, will be the basis for the bidder to enter into a contract with the OCFA in accordance with the intent of the bid documents.
2. The undersigned had notified the OCFA in writing any discrepancies or omission or of any doubt, questions, or ambiguities about the meaning of any of the bid documents at least seventy-two (72) hours prior to bid opening and has contacted the OCFA Assistant Purchasing Agent before bid date to verify the issuance of any clarifying addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the bid documents and to complete all work within the time specified in the Bid Documents.
4. **By submitting this Bid Form and signing below, the liquidated damages clause of the Agreement is hereby acknowledged.**
5. It is understood that the OCFA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of sixty (60) days.
6. Bidder acknowledges receipt and acceptance of the following addenda, if any:
 

No. <u>One (1)</u>	Dated <u>2/7/2019</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
7. The undersigned hereby certifies that bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
8. The bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and

RO2348 – Purchase and Installation of Modular Classrooms  
property.

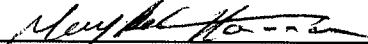
9. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code §12650 et seq.), the OCFA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the bidder may be subject to criminal prosecution.
11. The undersigned bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Bid Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
12. Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the bidder will comply with such provisions before commencing the performance of this contract.

**Furthermore, Bidder hereby certifies to the OCFA that all representations, certifications, and statements made by the bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.**

Dated this 14th day of February 2019

Legal Name of Bidder Optima RPM, Inc.

Type of Entity (Corp., LLC) Corporation

Signature of Bidder 

Title of Signer Vice President, Secretary, RMO

If Bidder is a Corporation, affix corporate seal

Name of Corporation Optima RPM, Inc.

Date of Incorporation February 16, 2011

President Mohamed Mamoun Secretary Maykel Hanna

Treasurer Mohamed Mamoun Manager Mohamed Mamoun

**2. BID PRICING PAGE & SCHEDULE (UPDATED)**

Contractor is required to provide itemized pricing in this form. All costs associated with the project are to be included.

**SCHEDULE OF VALUES – BASE BID**

Construction Activity	Extended Amount
1. Classroom 1 (Supply and Install)	
a. Materials and Supplies \$ <u>115,000</u> <sup>0%</sup>	
b. Installation (Prevailing Wages) \$ <u>25,500</u> <sup>0%</sup>	
i. Classification 1 \$ <u>30</u> /hr x # <u>150</u> hrs	
ii. Classification 2 \$ <u>150</u> /hr x # <u>95</u> hrs	
iii. Classification 3 \$ <u>90</u> /hr x # <u>75</u> hrs	
	\$ <u>140,500</u> <sup>0%</sup>
2. Classroom 2 (Supply and Install)	
a. Materials and Supplies \$ <u>115,000</u> <sup>0%</sup>	
b. Installation (Prevailing Wages) \$ <u>25,500</u> <sup>0%</sup>	
i. Classification 1 \$ <u>30</u> /hr x # <u>150</u> hrs	
ii. Classification 2 \$ <u>150</u> /hr x # <u>95</u> hrs	
iii. Classification 3 \$ <u>90</u> /hr x # <u>75</u> hrs	
	\$ <u>140,500</u> <sup>0%</sup>
Taxes @ 7.75% (Please verify only taxable items are included in this line)	\$ <u>17,825</u> <sup>0%</sup>
Shipping/Delivery (if applicable)	\$ <u>15,000</u> <sup>0%</sup>
Additional Fees: (Please Describe): _____	\$ <u>N/A.</u>
<b>Total Base Bid for Purchase and Installation of Modular Classrooms (Must match Total Base Bid Amount provided on page 23)</b>	\$ <u>313,825</u> <sup>0%</sup>

**PROPOSED SCHEDULE OF CONSTRUCTION:**

OCFA **requires** that these classrooms be delivered and installed no later than Friday, April 12, 2019.

Is your company able to accommodate this need? X YES NO if Contract awarded by 2/15/2019

Task	Weeks
Delivery and Installation of Modular Classrooms	<u>8</u>
<b>Total weeks for completion</b>	<u>8</u>

from Design approval,

### 3. BIDDER'S INFORMATION (REQUIRED)

Bidder's Name Optima RPM, Inc.

Bidder's Business Address 17945 Sky Park Circle Suite D Irvine, CA 92614

Contact Name Maykel Hanna E-Mail Address mhanna@optimarpm.com

Taxpayer ID Number 36-4690535

Telephone Number 949.724.1399 Ext. 202 Fax Number 949.724-1851

California Contractors License Number and Class 961714 Class A and B

Original Issue Date 6/3/2011 Expiration Date 6/30/2019

How many years has the Bidder been in business under the present name? 8 years

What other names has the Bidder operated under?  
N/A

*If your company is owned by an individual or partnership, answer the following questions:*

Date of Organization N/A Type \_\_\_\_\_  
(i.e. general or limited partnership)

Name and address of all partners  
N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If other than a corporation or partnership, describe organization and name principals.  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

List other states in which Bidder is legally qualified to do business.  
California, Virginia, Georgia, Colorado, Delaware, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts,  
Michigan, Minnesota, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Dakota, Texas, Vermont, Wyoming

What type of work does the Bidder normally perform with its own forces?  
Demolition, Drywall, Framing, Millwork, Painting, Electrical, Plumbing

Has the Bidder ever failed to complete any work awarded? If so, note when, why and where.  
No

Have any of the current officers/partners of the Bidder's company ever been an officer/partner of another company that failed to complete a contract within the past five years? If so, please submit a separate page providing an explanation. No



#### 4. LIST OF PAST PROJECTS

The Bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform a similar scope of construction work for other public agencies. The OCFA expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar prefabricated classroom projects of substantially the same type of work in a timely or satisfactory manner. The following are the names addresses, phone numbers, and contact information for three public agencies for which the Bidder has performed similar work within the past three (3) years. **Failure to provide the requested information may cause your bid to be rejected as non-responsive.**

Agency Name \*See Listed Subcontractors Past Experience in similar work

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Scope of Work/Dollar Amount \_\_\_\_\_

Agency Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Scope of Work/Dollar Amount \_\_\_\_\_

Agency Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Scope of Work/Dollar Amount \_\_\_\_\_

Agency Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Scope of Work/Dollar Amount \_\_\_\_\_

## 4. LIST OF PAST PROJECTS

for Mobile Modular

The Bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform a similar scope of construction work for other public agencies. The OCFA expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar prefabricated classroom projects of substantially the same type of work in a timely or satisfactory manner. The following are the names addresses, phone numbers, and contact information for three public agencies for which the Bidder has performed similar work within the past three (3) years. Failure to provide the requested information may cause your bid to be rejected as non-responsive.

Agency Name SME  
 Address 5860 W Jefferson  
 Contact Person Denise Ramirez  
 Telephone Number 323-572-1670 E-mail PE2@moriconsulting.net  
 Scope of Work/Dollar Amount 23,708.95

Agency Name Telarcu  
 Address 4118 Rosecrans Ave  
 Contact Person Mises Mani  
 Telephone Number 714-541-2390 E-mail mmanie@telarcu.com  
 Scope of Work/Dollar Amount 38,989.11

Agency Name Neuell Group  
 Address 27977 Silverado Canyon Rd  
 Contact Person Robyn Stump  
 Telephone Number 714-579-7501 E-mail Robyns@Neuellgroup.com  
 Scope of Work/Dollar Amount 24,971.87

Agency Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ E-mail \_\_\_\_\_  
 Scope of Work/Dollar Amount \_\_\_\_\_

## 5. LIST OF CURRENT PROJECTS

Provide a list of the current projects; duplicate this page if more space is needed.

[illegible]

**6. CONTRACTOR'S LICENSING STATEMENT**

The undersigned certifies that the Bidder is licensed in accordance with the laws of the State of California. The successful Bidder and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. 961714 Class A and B Expiration 6/30/2019

Department of Industrial Relations (DIR) # 1000013611

Name of Individual Contractor Optima RPM, Inc. (Maykel Hanna, RMO)

Signature of Owner \_\_\_\_\_

Business Address 17945 Sky Park Circle Suite D Irvine, CA 92614

*If the contractor operates under a partnership, provide the name of the firm, name, title and address below.*

Name of Firm N/A

Business Address \_\_\_\_\_

Name N/A Title \_\_\_\_\_

Address \_\_\_\_\_

Name N/A Title \_\_\_\_\_

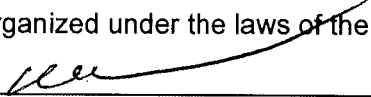
Address \_\_\_\_\_

*If the contractor operates under a corporation, provide the name and address below in addition to the signatures of the President and Secretary.*

Name of Corporation Optima RPM, Inc.

Business Address 17945 Sky Park Circle Suite D Irvine, CA 92614

Corporation organized under the laws of the State of California

 Signature of the Corporation President

 Signature of the Corporation Secretary

February 14, 2019 Date

## 7. LIST OF SUBCONTRACTORS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. Furthermore, bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the construction work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractors total bid.

Subcontractor Name	<u>Mobik modular Division of</u> <u>McGrath Rent Corp</u>	Location	<u>Mira Loma</u>
Portion of Work/Trade	<u>Modular Classroom.</u>		
Bid Amount	<u>\$ 252,840.18</u>		
Contractor's License Number	<u>450299</u>	DIR Number	<u>1000000421</u>
Subcontractor Name	_____		
Location	_____		
Portion of Work/Trade	_____		
Bid Amount	_____		
Contractor's License Number	_____	DIR Number	_____
Subcontractor Name	_____		
Location	_____		
Portion of Work/Trade	_____		
Bid Amount	_____		
Contractor's License Number	_____	DIR Number	_____

## 8. DESIGNATOR OF SURETIES

Provide the names, addresses and telephone numbers for all insurance brokers and sureties the Bidder intends to purchase insurance and bonds from.

Company Name Pinnacle Surety Insurance Services  
 Address 151 Kalmus Drive Suite A-201 Costa Mesa, CA 92626  
 Contact Name Shawn Blume E-Mail Address Shawn@pss-inc.com  
 Telephone Number 951.217.8637 Fax Number 714.546.3707  
 Bond or Insurance/Type Bid, Performance & Payment Bonds

Company Name United Fire & Casualty Company  
 Address P.O. Box 3909 Cedar Rapids, IA 52407  
 Contact Name Jordan Feltman E-Mail Address JFeltman@unitedfiregroup.com  
 Telephone Number 916-230-5077 Fax Number N/A  
 Bond or Insurance/Type Bid, Performance & Payment Bonds

Company Name Sullivan Curtis & Monroe Insurances LLC  
 Address 550 S. Hope Street Suite 1000 Los Angeles, CA 90071  
 Contact Name Kathy Kroberge E-Mail Address kkroberge@sullicurt.com  
 Telephone Number 213-233-0416 Fax Number 213-892-1593  
 Bond or Insurance/Type GL, Auto, Excess Liability Insurances

Company Name Nabavian Insurance Company  
 Address 2915 Red Hill Avenue Suite B201D Costa Mesa, CA 92626  
 Contact Name Neda Nabavian E-Mail Address neda@insurewithneda.com  
 Telephone Number 949.428.3321 Fax Number 949.630.0274  
 Bond or Insurance/Type Workers Compensation Insurance

## 9. NON-COLLUSION DECLARATION

The undersigned declares:


I am the Vice President of Optima RPM, Inc.  
(Title) (Name of Contractor, Partnership, Corp.)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on February 14, 2019 in  
Irvine, California (date)  
(city & state)

  
(Signature)

Maykel Hanna  
(Print Name)

Vice President  
(Title)

## 10. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

**Company Name** Optima RPM, Inc.

**Signature** \_\_\_\_\_



**Printed Name/Title of Company Representative** Maykel Hanna, Vice President

**Date** February 14, 2019

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

N/A



## 11. DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NONE

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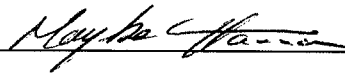
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Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Company Name Optima RPM, Inc.

Signature



Printed Name/Title of Company Representative Maykel Hanna, Vice President

Date February 14, 2019

## 12. CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor or subcontractor of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents.

Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building(s) and site(s), conducted by the OCFA, unless otherwise specified. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

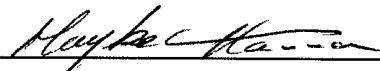
The specifications for the work show conditions as they are believed to exist. The conditions shown do not constitute a representation or warranty express or implied by the OCFA, its officers or agents that such conditions actually exist.

Each bidder also certifies it has observed the designated Contractor work areas, material equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed for such matters.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

**Date of Site Examination** February 6, 2019

**Company Name** Optima RPM, Inc.

**Signature** 

**Printed Name/Title of Company Representative** Maykel Hanna, Vice President

**Date** February 14, 2019

### 13. PARTY AND PARTICIPANT DISCLOSURE FORMS

The attached Party Disclosure Form must be completed and submitted by the bidder and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 5 of this solicitation.

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

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

#### IMPORTANT NOTICE:

Basic Provisions of Government Code Section 84308

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

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.

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

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards. This notice shall not constitute legal advice, and may not be inclusive of all applicable laws and regulations.

<sup>1</sup> *Entitlement for the purposes of this form refers to contract award.*

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

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTY DISCLOSURE FORM**

Party's Name: Optima RPM, Inc.

Party's Address: 17945 Sky Park Circle Suite D Irvine, CA 92614

Party's Telephone: 949.724.1399

Solicitation Title and Number: Purchase and Installation of Modular Classrooms IFB: RO2348

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: February 14, 2019

  
Signature of Party and/or Agent

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

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

Name of Member: N/A

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: N/A

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: N/A

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

### 13. PARTY AND PARTICIPANT DISCLOSURE FORMS

The attached Party Disclosure Form must be completed and submitted by the bidder and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 5 of this solicitation.

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

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

#### IMPORTANT NOTICE:

#### Basic Provisions of Government Code Section 84308

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

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.

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

RO2348 – Purchase and Installation of Modular Classrooms

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards. This notice shall not constitute legal advice, and may not be inclusive of all applicable laws and regulations.

<sup>1</sup> *Entitlement for the purposes of this form refers to contract award.*

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

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTY DISCLOSURE FORM**

Party's Name: Mobile Modular

Party's Address: 11450 Mission Blvd, Mira Loma, CA, 91752

Party's Telephone: 951 360 6622

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: 2/14/19 [Signature]  
Signature of Party and/or Agent

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

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_



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

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

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

**IMPORTANT NOTICE:**

Basic Provisions of Government Code Section 84308

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

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

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

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

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

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

**AND**

- b. The individual or entity, directly or through an agent, does any of the following:

(1) Communicates directly, either in person or in writing, with a

RO2348 – Purchase and Installation of Modular Classrooms

board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;

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

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

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTICIPANT DISCLOSURE FORM**

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

Prime's Firm Name: N/A

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Party's Telephone: \_\_\_\_\_

Solicitation Title and Number: \_\_\_\_\_

Date: \_\_\_\_\_ N/A

Signature of Party and/or Agent

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

**Name of Member:** N/A

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** N/A

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** N/A

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**ORANGE COUNTY FIRE AUTHORITY**

**Board of Directors**

**Joseph Muller, Chair**

City of Dana Point

**David Harrington, Director**

City of Aliso Viejo

**Robert Johnson, Director**

City of Cypress

**Michele Steggell, Director**

City of La Palma

**Sandy Rains, Director**

City of Laguna Niguel

**Neeki Moatazedi\*, Director**

City of Lake Forest

**Steve Swartz, 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

**Eugene Hernandez, Director**

City of Yorba Linda

**Vacant, Director**

County of Orange

**Shelley Hasselbrink, Vice Chair**

City of Los Alamitos

**Elizabeth Swift, Director**

City of Buena Park

**Don Sedgwick, Director**

City of Laguna Hills

**Noel Hatch, Director**

City of Laguna Woods

**Ed Sachs, Director**

City of Mission Viejo

**Carol Gamble, Director**

City of Rancho Santa Margarita

**Sergio Farias, Director**

City of San Juan Capistrano

**Vacant\*, Director**

City of Seal Beach

**Leticia Clark, Director**

City of Tustin

**Tri Ta, Director**

City of Westminster

**Lisa Bartlett, Director**

County of Orange

**BIDDER'S BOND**  
**(10% of the Total Bid Amount)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as Optima RPM Inc. as Principal ("Principal"),  
and United Fire & Casualty Company as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the  
State of Iowa and authorized to do business as a surety in the State of California, are held  
and bound unto the Orange County Fire Authority ("Authority") of Orange County, State of  
California as Obligee, in the sum of

Ten percent of bid amount Dollars (\$ 10.0% of bid )

lawful money of the United States of America, for the payment of which sum well and truly to  
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted  
a bid to the Authority for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner  
required under the Bid Documents, after the prescribed forms are presented to Principal for  
signature, enters into a written contract ("Agreement"), in the prescribed form in accordance  
with the bid, and files two bonds, one guaranteeing faithful performance and the other  
guaranteeing payment for labor and materials as required by law, and meets all other  
conditions to the contract between the Principal and the Obligee becoming effective, or if the  
Principal shall fully reimburse and save harmless the Obligee from any damage sustained by  
the Obligee through failure of the Principal to enter into the Agreement and to file the required  
performance and labor and material bonds, and to meet all other conditions to the Agreement  
between the Principal and the Obligee becoming effective, then this obligation shall be null and  
void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated  
above shall be due immediately if Principal fails to execute the Agreement within seven (7)  
days of the date of the Authority's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Agreement or the call for bids, or to the work to be  
performed thereunder, or the specifications accompanying the same, shall in any way affect its  
obligation under this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Agreement or the call for bids, or to the work, or  
to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety  
shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to  
be fixed by the Court.

RO2348 – Purchase and Installation of Modular Classrooms

If the Authority awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 12th day of February, 2019.

(Affix Corporate Seal)

Optima RPM Inc.

Principal

By

Maykel Hanna, V.P. - Secretary  
Print Name and Title of Signatory

(Affix Corporate Seal)

United Fire & Casualty Company

Surety

By Vanessa Copeland, Attorney-in-Fact

Pinnacle Surety & Insurance Services

Name of California Agent of Surety

151 Kalmus Drive, Ste. A201, Costa Mesa, CA 92626

Address of California Agent of Surety

(714)546-5100

Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )On February 13, 2019 before me, Elizabeth I Ramirez, Notary Public  
*Date Here Insert Name and Title of the Officer*personally appeared Maykel Hanna*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**Title or Type of Document: Bidder's Bond Document Date: 2/12/2019Number of Pages: 1 Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**Signer's Name: Maykel Hanna☒ Corporate Officer — Title(s): VP, Secretary☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California )

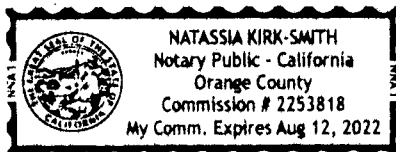
County of Orange )

On 2/12/19 before me, Natassia Kirk-Smith, Notary Public,

personally appeared Vanessa Copeland  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Place Notary Seal Above

WITNESS my hand and official seal  
Signature: Natassia Kirk-Smith  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

### Description of Attached Document

Type or Title of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner: ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner: ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas, and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JENNIFER GRENROOD, ERIC LOWEY, MARK RICHARDSON, VANESSA COPELAND, SHAWN BLUME, KEVIN CATHCART, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$60,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2017

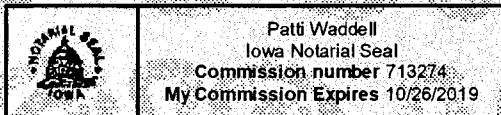


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 12th day of February, 2019



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

UNITED FIRE & CASUALTY COMPANY

of CEDAR RAPIDS, IOWA, organized under the  
laws of IOWA, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within this State,  
subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE,  
SURETY, PLATE GLASS, LIABILITY, WORKER'S COMPENSATION, COMMON  
CARRIER LIABILITY, BURGLARY, SPRINKLER, TEAM AND VEHICLE,  
AUTOMOBILE, and MISCELLANEOUS.

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements  
made under authority of the laws of the State of California as long as such laws or requirements are  
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed  
or amended.

IN WITNESS WHEREOF, effective as of the 11TH day  
of FEBRUARY, 19 81, I have hereunto set  
my hand and caused my official seal to be affixed this 11TH  
day of FEBRUARY, 19 81.



ROBERT C. QUINN  
Insurance Commissioner

George Davis  
Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

RO2348 – Purchase and Installation of Modular Classrooms

**SECTION VI: BID DOCUMENTS****BIDDER'S CHECKLIST**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.** Bidders shall complete and submit all required bid documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

**Attendance at the pre-bid meeting and job walk is a requirement for submitting a bid.**

**REQUIRED BID DOCUMENTS**

- ☒ **BIDDER'S CHECKLIST**
- ☒ **BID FORM**
- ☒ **BID BOND (DEPOSIT)** in the form of:
  - ☐ Certified Check ☐ Cashier's Check ☐ Bidder's Bond
- ☒ **BID PRICING PAGE AND SCHEDULE**
- ☒ **BIDDERS INFORMATION**
- ☒ **LIST OF PAST PROJECTS**
- ☒ **LIST OF CURRENT PROJECTS**
- ☒ **CONTRACTOR'S LICENSING STATEMENT**
- ☒ **LIST OF SUBCONTRACTORS**
- ☒ **DESIGNATOR OF SURETIES**
- ☒ **NON-COLLUSION AFFIDAVIT**
- ☒ **CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**
- ☒ **DEBARMENT AND SUSPENSION CERTIFICATION**
- ☒ **CERTIFICATION OF SITE EXAMINATION**
- ☒ **PARTY AND PARTICIPANT DISCLOSURE FORMS (IF APPLICABLE)**

**POST- BID (CONTRACT) DOCUMENTS**

**Successful bidder shall submit the following:**

- ☒ **INSURANCE REQUIREMENTS CERTIFICATE**
- ☒ **PREVAILING WAGE CERTIFICATION**
- ☒ **WORKERS COMPENSATION INSURANCE CERTIFICATION**
- ☒ **PERFORMANCE BOND**
- ☒ **PAYMENT (LABOR AND MATERIALS) BOND**
- ☒ **CONSTRUCTION CONTRACT**

**SUBMITTED BY:**

Name of Company SS+K Construction, Inc Contact Name Shabnam Namiranian  
 Address 21437 Rios st City Woodland Hills State CA Zip 91364

**1. BID FORM**To: **The Orange County Fire Authority (OCFA)**From: SS+K Construction, Inc  
(Legal Name of Bidder)**Project:** RO2348 – Purchase and Installation of Modular Classrooms

The undersigned declares that the bid documents including, without limitation, the Invitation for Bids and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment and services to perform and furnish all work in accordance with the terms and conditions of the bid documents, including, without limitation, the Drawings and Specifications, and contract documents as provided in Bid RO2348 – Purchase and Installation of Modular Classrooms. The bidder will accept in full payment for that work the following total lump sum amount, all taxes and markup included: (transferred from the Bid Pricing Page)

A. Bid Base Lump Sum

Amount

356,000.00

Written

Three hundred fifty six thousand

Dollars

1. The undersigned has reviewed the work outlined in the bid documents and fully understands the scope of work required in this bid, understands the construction and project management function(s) as described in the bid documents, and that each bidder who is awarded a contract shall be in fact the prime contractor, not a subcontractor, to the OCFA, and agrees that its bid, if accepted by the OCFA, will be the basis for the bidder to enter into a contract with the OCFA in accordance with the intent of the bid documents.
2. The undersigned had notified the OCFA in writing any discrepancies or omission or of any doubt, questions, or ambiguities about the meaning of any of the bid documents at least seventy-two (72) hours prior to bid opening and has contacted the OCFA Assistant Purchasing Agent before bid date to verify the issuance of any clarifying addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the bid documents and to complete all work within the time specified in the Bid Documents.
4. **By submitting this Bid Form and signing below, the liquidated damages clause of the Agreement is hereby acknowledged.**
5. It is understood that the OCFA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of sixty (60) days.
6. Bidder acknowledges receipt and acceptance of the following addenda, if any:
 

No. <u>1</u>	Dated <u>02.07.2019</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
7. The undersigned hereby certifies that bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
8. The bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and

RO2348 – Purchase and Installation of Modular Classrooms  
property.

9. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code §12650 et seq.), the OCFA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the bidder may be subject to criminal prosecution.
11. The undersigned bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Bid Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
12. Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the bidder will comply with such provisions before commencing the performance of this contract.

**Furthermore, Bidder hereby certifies to the OCFA that all representations, certifications, and statements made by the bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.**

Dated this 14 day of February 20 19

Legal Name of Bidder SS+K Construction, Inc

Type of Entity (Corp., LLC) Corporation

Signature of Bidder 

Title of Signer Principal

If Bidder is a Corporation, affix corporate seal

Name of Corporation SS+K Construction, Inc

Date of Incorporation 01/23/2018

President Keykhosrow Khadem

Secretary Siavash Khadem

Treasurer Siavash Khadem

Manager Shabnam namiranian

**2. BID PRICING PAGE & SCHEDULE (UPDATED)**

Contractor is required to provide itemized pricing in this form. All costs associated with the project are to be included.

**SCHEDULE OF VALUES – BASE BID**

Construction Activity	Extended Amount
1. Classroom 1 (Supply and Install) a. Materials and Supplies \$ <u>101,436.00</u> b. Installation (Prevailing Wages) \$ <u>22,938</u> i. Classification 1 \$ ____/hr x # ____ hrs ii. Classification 2 \$ ____/hr x # ____ hrs iii. Classification 3 \$ ____/hr x # ____ hrs	\$
2. Classroom 2 (Supply and Install) a. Materials and Supplies \$ <u>101,436.00</u> b. Installation (Prevailing Wages) \$ <u>22,938</u> i. Classification 1 \$ ____/hr x # ____ hrs ii. Classification 2 \$ ____/hr x # ____ hrs iii. Classification 3 \$ ____/hr x # ____ hrs	\$
Taxes @ 7.75% (Please verify only taxable items are included in this line)	\$ <u>18303.02</u>
Shipping/Delivery (if applicable)	\$ <u>1200.00</u>
Additional Fees: (Please Describe): <u>O&amp;P</u>	\$ <u>62,948.98</u>
<b>Total Base Bid for Purchase and Installation of Modular Classrooms (Must match Total Base Bid Amount provided on page 23)</b>	\$ <u>356,000.00</u>

**PROPOSED SCHEDULE OF CONSTRUCTION:**

OCFA **requires** that these classrooms be delivered and installed no later than Friday, April 12, 2019.

Is your company able to accommodate this need? ☒ YES ☐ NO

*If the contract is awarded by 2/18/19*

Task	Weeks
Delivery and Installation of Modular Classrooms	<u>5</u>
<b>Total weeks for completion</b>	<u>6</u>

### 3. BIDDER'S INFORMATION (REQUIRED)

Bidder's Name SS+K Construction Inc

Bidder's Business Address 21437 Rios st, Woodland Hills CA 91364

Contact Name Shabnam Namiranian E-Mail Address Shabnam@sskcontractors.com

Taxpayer ID Number 82-5314958

Telephone Number 571-234-7495 Fax Number N/A

California Contractors License Number and Class 1035146-B

Original Issue Date 01/23/2018 Expiration Date 01/31/2020

How many years has the Bidder been in business under the present name? 1

What other names has the Bidder operated under?

SS+K Contractors

*If your company is owned by an individual or partnership, answer the following questions:*

Date of Organization \_\_\_\_\_ Type \_\_\_\_\_  
(i.e. general or limited partnership)

Name and address of all partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If other than a corporation or partnership, describe organization and name principals.

\_\_\_\_\_  
\_\_\_\_\_

List other states in which Bidder is legally qualified to do business.

\_\_\_\_\_  
\_\_\_\_\_

What type of work does the Bidder normally perform with its own forces?

Concrete, foundation, drywall, paint, landscape, etc

Has the Bidder ever failed to complete any work awarded? If so, note when, why and where.

No

Have any of the current officers/partners of the Bidder's company ever been an officer/partner of another company that failed to complete a contract within the past five years? If so, please submit a separate page providing an explanation. No

#### 4. LIST OF PAST PROJECTS

The Bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform a similar scope of construction work for other public agencies. The OCFA expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar prefabricated classroom projects of substantially the same type of work in a timely or satisfactory manner. The following are the names addresses, phone numbers, and contact information for three public agencies for which the Bidder has performed similar work within the past three (3) years. **Failure to provide the requested information may cause your bid to be rejected as non-responsive.**

Agency Name Long Beach Unified School District

Address 2425 Webster Avenue Long Beach, CA 90810

Contact Person James Warmuth

Telephone Number (562) 997-7550 E-mail JWarmuth@lbschools.net

Scope of Work/Dollar Amount Tenant improvement of modular classrooms and restrooms/Headstart program--\$207,000.00

Agency Name Irvine Valley College

Address 5500 Irvine Center Dr, Irvine, CA 92618

Contact Person Anna Petrossian

Telephone Number 949-451-5708 E-mail apetrossian@ivc.edu

Scope of Work/Dollar Amount Monument Signs replacement/\$345,000.00

Agency Name UCLA

Address 555 Westwood Plaza, Los Angeles, CA 90095

Contact Person Clement Waialeale

Telephone Number (310) 825-3595 E-mail cwaialeale@ha.ucla.edu

Scope of Work/Dollar Amount Landscape improvements

Agency Name Long Beach City College

Address 4901 E. Carson Street - G21 | Long Beach, CA 90808

Contact Person Noel de Castro

Telephone Number (562) 938-5074 E-mail ndecastro.bmt@lbcc.edu

Scope of Work/Dollar Amount Abatement and demolition of swing space/\$109,000.00



## 5. LIST OF CURRENT PROJECTS

Provide a list of the current projects; duplicate this page if more space is needed.

[illegible]

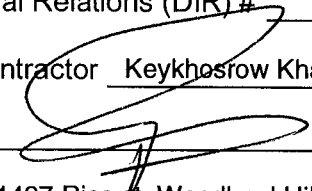
**6. CONTRACTOR'S LICENSING STATEMENT**

The undersigned certifies that the Bidder is licensed in accordance with the laws of the State of California. The successful Bidder and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. 1035146 Class B Expiration 01/31/2020

Department of Industrial Relations (DIR) # 1000057814

Name of Individual Contractor Keykhosrow Khadem

Signature of Owner 

Business Address 21437 Rios St, Woodland Hills, CA 91364

*If the contractor operates under a partnership, provide the name of the firm, name, title and address below.*

Name of Firm \_\_\_\_\_

Business Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

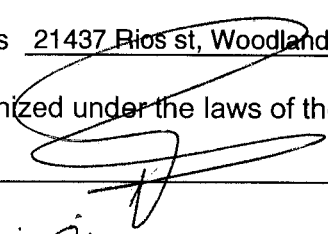
Address \_\_\_\_\_

*If the contractor operates under a corporation, provide the name and address below in addition to the signatures of the President and Secretary.*

Name of Corporation SS+K Construction, Inc

Business Address 21437 Rios st, Woodland Hills, CA 91364

Corporation organized under the laws of the State of California

 \_\_\_\_\_ Signature of the Corporation President

 \_\_\_\_\_ Signature of the Corporation Secretary

02.14.2019 \_\_\_\_\_ Date

## 7. LIST OF SUBCONTRACTORS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. Furthermore, bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the construction work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractors total bid.

Subcontractor Name Mobile Modular Location King County, CA

Portion of Work/Trade Installation of Modular Classrooms

Bid Amount \$293,051.02

Contractor's License Number 450299 DIR Number 1000000421

Subcontractor Name \_\_\_\_\_ Location \_\_\_\_\_

Portion of Work/Trade \_\_\_\_\_

Bid Amount \_\_\_\_\_

Contractor's License Number \_\_\_\_\_ DIR Number \_\_\_\_\_

Subcontractor Name \_\_\_\_\_ Location \_\_\_\_\_

Portion of Work/Trade \_\_\_\_\_

Bid Amount \_\_\_\_\_

Contractor's License Number \_\_\_\_\_ DIR Number \_\_\_\_\_

## 8. DESIGNATOR OF SURETIES

Provide the names, addresses and telephone numbers for all insurance brokers and sureties the Bidder intends to purchase insurance and bonds from.

Company Name SURETY SOLUTIONS INSURANCE SERVICES , INC  
Address 3225 Monier Circle Suite 100, Rancho Cordova, CA 95742  
Contact Name Ryan Tash E-Mail Address ryan@surety1.com  
Telephone Number 916-737-5723 Fax Number 916-737-5737  
Bond or Insurance/Type Bond

Company Name ORR AND ASSOCIATES  
Address 28780 Single Oak Dr #255, Temecula, CA 92590  
Contact Name Ciera Crubel E-Mail Address ccrubel@orrandassociates.com  
Telephone Number 951.428.4770 Fax Number 800.474.3003  
Bond or Insurance/Type Insurance

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Bond or Insurance/Type \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Bond or Insurance/Type \_\_\_\_\_

## 9. NON-COLLUSION DECLARATION

The undersigned declares:

I am the Principal of SS+K Construction, Inc  
(Title) (Name of Contractor, Partnership, Corp.)

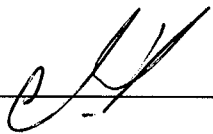
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02.14.2019 in  
Irvine, CA (date)  
(city & state)

(Signature)



Shabnam Namiranian

(Print Name)

Principal

(Title)

## 10. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Company Name SS+K Construction, Inc

Signature 

Printed Name/Title of Company Representative

Shabnam Namiranian / Principal

Date

02/14/19

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

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## 11. DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Company Name SS+K Construction, Inc

Signature 

Printed Name/Title of Company Representative Shabnam Namramia / Principal

Date 2/14/19

## 12. CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor or subcontractor of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents.

Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building(s) and site(s), conducted by the OCFA, unless otherwise specified. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

The specifications for the work show conditions as they are believed to exist. The conditions shown do not constitute a representation or warranty express or implied by the OCFA, its officers or agents that such conditions actually exist.

Each bidder also certifies it has observed the designated Contractor work areas, material equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed for such matters.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

Date of Site Examination 02.06.2019

Company Name SS+K Construction, Inc

Signature 

Printed Name/Title of Company Representative Shabana Namiranian / Principal

Date 2/14/19



### 13. PARTY AND PARTICIPANT DISCLOSURE FORMS

The attached Party Disclosure Form must be completed and submitted by the bidder and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 5 of this solicitation.

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

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

#### IMPORTANT NOTICE:

Basic Provisions of Government Code Section 84308

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

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.

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

RO2348 – Purchase and Installation of Modular Classrooms

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards. This notice shall not constitute legal advice, and may not be inclusive of all applicable laws and regulations.

<sup>1</sup> *Entitlement for the purposes of this form refers to contract award.*

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

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTY DISCLOSURE FORM**

Party's Name: None

Party's Address: \_\_\_\_\_  
\_\_\_\_\_

Party's Telephone: \_\_\_\_\_

Solicitation Title and Number: \_\_\_\_\_

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

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

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

Signature of Party and/or Agent

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

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

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

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

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

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

**IMPORTANT NOTICE:**

Basic Provisions of Government Code Section 84308

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

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

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

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

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

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

**AND**

- b. The individual or entity, directly or through an agent, does any of the following:

- (1) Communicates directly, either in person or in writing, with a

RO2348 – Purchase and Installation of Modular Classrooms

board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;

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

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

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTICIPANT DISCLOSURE FORM**

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

Prime's Firm Name: None

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Party's Telephone: \_\_\_\_\_

Solicitation Title and Number: \_\_\_\_\_

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

Signature of Party and/or Agent

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

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**ORANGE COUNTY FIRE AUTHORITY**

**Board of Directors**

**Joseph Muller, Chair**

City of Dana Point

**David Harrington, Director**

City of Aliso Viejo

**Robert Johnson, Director**

City of Cypress

**Michele Steggell, Director**

City of La Palma

**Sandy Rains, Director**

City of Laguna Niguel

**Neeki Moatazedi\*, Director**

City of Lake Forest

**Steve Swartz, 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

**Eugene Hernandez, Director**

City of Yorba Linda

**Vacant, Director**

County of Orange

**Shelley Hasselbrink, Vice Chair**

City of Los Alamitos

**Elizabeth Swift, Director**

City of Buena Park

**Don Sedgwick, Director**

City of Laguna Hills

**Noel Hatch, Director**

City of Laguna Woods

**Ed Sachs, Director**

City of Mission Viejo

**Carol Gamble, Director**

City of Rancho Santa Margarita

**Sergio Farias, Director**

City of San Juan Capistrano

**Vacant\*, Director**

City of Seal Beach

**Leticia Clark, Director**

City of Tustin

**Tri Ta, Director**

City of Westminster

**Lisa Bartlett, Director**

County of Orange

**BIDDER'S BOND**  
**(10% of the Total Bid Amount)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as SS+K Construction Inc., as Principal ("Principal"),  
and United States Fire Insurance Company as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the  
State of Delaware and authorized to do business as a surety in the State of California, are held  
and bound unto the Orange County Fire Authority ("Authority") of Orange County, State of  
California as Obligee, in the sum of

Ten Percent of Total Amount Bid ----- Dollars (\$ 10% of Total Amount Bid )

lawful money of the United States of America, for the payment of which sum well and truly to  
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted  
a bid to the Authority for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner  
required under the Bid Documents, after the prescribed forms are presented to Principal for  
signature, enters into a written contract ("Agreement"), in the prescribed form in accordance  
with the bid, and files two bonds, one guaranteeing faithful performance and the other  
guaranteeing payment for labor and materials as required by law, and meets all other  
conditions to the contract between the Principal and the Obligee becoming effective, or if the  
Principal shall fully reimburse and save harmless the Obligee from any damage sustained by  
the Obligee through failure of the Principal to enter into the Agreement and to file the required  
performance and labor and material bonds, and to meet all other conditions to the Agreement  
between the Principal and the Obligee becoming effective, then this obligation shall be null and  
void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated  
above shall be due immediately if Principal fails to execute the Agreement within seven (7)  
days of the date of the Authority's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Agreement or the call for bids, or to the work to be  
performed thereunder, or the specifications accompanying the same, shall in any way affect its  
obligation under this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Agreement or the call for bids, or to the work, or  
to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety  
shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to  
be fixed by the Court.



RO2348 – Purchase and Installation of Modular Classrooms

If the Authority awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 12th day of February, 2019.

(Affix Corporate Seal)

SS+K Construction Inc.

Principal

By

Shahram Namikian Principal  
Print Name and Title of Signatory

(Affix Corporate Seal)

United States Fire Insurance Company

Surety

By Ryan Tash, Attorney-In-Fact

Surety Solutions Insurance Services, Inc.

Name of California Agent of Surety

3225 Monier Circle, Ste. 100, Rancho Cordova, CA 95742

Address of California Agent of Surety

(916) 737-5723

Telephone Number of California Agent of Surety

See Attached Notary Acknowledgment

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

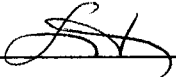
State of California  
County of Sacramento )

On February 12, 2019 before me, Susan Fournier, Notary Public  
(insert name and title of the officer)

personally appeared Ryan Tash,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

03694429819

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ryan Tash, John Page, Susan Fournier*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

**UNITED STATES FIRE INSURANCE COMPANY**



*A.R.S.*

\_\_\_\_\_  
Anthony R. Slimowicz, Executive Vice President

State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2019**

\_\_\_\_\_  
Sonia Scala

\_\_\_\_\_  
(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12<sup>th</sup> day of February 20 19

**UNITED STATES FIRE INSURANCE COMPANY**



*Al Wright*

\_\_\_\_\_  
Al Wright, Senior Vice President

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

No 07812

## Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

United States Fire Insurance Company

of Wilmington, Delaware, organized under the  
laws of Delaware, subject to its Articles of Incorporation or

other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

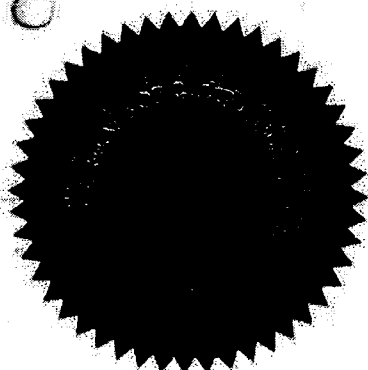
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st

day of December, 2003, I have hereunto

set my hand and caused my official seal to be affixed this

31st day of December, 2003.



By

John Garamendi  
Insurance Commissioner

Victoria S. Sidbury  
for Ida Zodrow  
Asst. Chief Deputy

### NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.