



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

**BOARD OF DIRECTORS REGULAR MEETING**  
**Thursday, June 27, 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 Devin Chase

**PLEDGE OF ALLEGIANCE** by Director Bartlett

### **ROLL CALL**

### **1. PRESENTATIONS**

No items.

## **PUBLIC COMMENTS**

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

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

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9  
(1 Case)

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

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

## **CLOSED SESSION REPORT**

## **REPORTS**

### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR**

As there was no meeting in June of the Budget and Finance Committee, there will not be a report.

### **REPORT FROM THE FIRE CHIEF**

- Academy 47 Graduation

## **2. MINUTES**

### **A. Minutes from the May 23, 2019, Regular Meeting of the Board of Directors**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

## **3. CONSENT CALENDAR**

No items.

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

No items.

**5. DISCUSSION CALENDAR****A. Placentia Fire and Emergency Medical Services**

Submitted by: Brian Fennessy, Fire Chief

Recommended Actions:

Direct staff to report back to the Board of Directors quarterly in Fiscal Year 2019/20 to provide updates and receive Board direction regarding the transition of Placentia's Fire and Emergency Medical Services.

**B. Next Generation Aerial Operations Based Pilot Program**

Submitted by: Brian Fennessy, Fire Chief

Recommended Actions:

1. Approve Funding Agreement with Southern California Edison to accept a donation in the amount of \$4,000,000 to fund the fixed lease cost of two helicopters and other related costs in an effort to increase the effectiveness of aerial response to wildfires.
2. Approve and authorize the Purchasing Manager to execute the Public Aircraft Lease and Service Agreement with Coulson Aviation (USA), Inc. utilizing the special procurement provision in the Purchasing Ordinance for the provision of aircraft and other operational related services in an amount not to exceed \$3,750,000.
3. Approve and authorize the Purchasing Manager to execute professional services agreements for qualified Air Tactical Group Supervisors as needed in amounts up to \$120,000 each for an aggregate total not to exceed \$250,000.
4. Approve and authorize a budget adjustment to recognize the donation from SCE and appropriate funds to the 2019-20 General Fund Budget (121) in the amount of \$4,000,000 to fund the Next Generation Aerial Operations Based Pilot Program.
5. Adopt statutory and categorical exemptions from the California Environmental Quality Act (CEQA) pursuant to: (1) Title 14 of the California Code of Regulations, section 15262 for feasibility and planning studies; and (2) CEQA Guidelines section 15301 for existing facilities.
6. Authorize staff to file a Notice of Exemption (NOE) with the County Clerk, County of Orange.

**C. Updated Cost Reimbursement Rates**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department

Recommended Action:

Review the proposed agenda item and approve the updated Cost Reimbursement Rate schedules to be effective July 1, 2019.

**BOARD MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, July 25, 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 20<sup>th</sup> day of June 2019.

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

### **UPCOMING MEETINGS:**

Budget and Finance Committee Meeting	Wednesday, July 10, 2019, 12 noon
Executive Committee Meeting	Thursday, July 25, 2019, 5:30 p.m.
Board of Directors Meeting	Thursday, July 25, 2019, 6:00 p.m.



# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting  
Thursday, May 23, 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 May 23, 2019, at 6:00 p.m. by Chair Muller.

## **INVOCATION**

Chaplain Emily McColl offered the Invocation.

## **PLEDGE OF ALLEGIANCE**

Vice Chair Hasselbrink led the Assembly in the Pledge of Allegiance to the Flag.

## **ROLL CALL**

Lisa Bartlett, County of Orange  
Sergio Farias, San Juan Capistrano  
Shelley Hasselbrink, Los Alamitos  
Gene Hernandez, Yorba Linda  
Thomas Moore, Seal Beach  
Sandy Rains, Laguna Niguel  
Ed Sachs, Mission Viejo  
Michele Steggell, La Palma  
Elizabeth Swift, Buena Park  
Juan Villegas, Santa Ana

Letitia Clark, Tustin  
Dave Harrington, Aliso Viejo  
Noel Hatch, Laguna Woods  
Robert Johnson, Cypress  
Joseph Muller, Dana Point  
Vince Rossini, Villa Park  
Dave Shawver, Stanton  
Steve Swartz, San Clemente  
Tri Ta, Westminster  
Donald P. Wagner, County of Orange

**Absent:** Melissa Fox, Irvine  
Don Sedgwick, Laguna Hills

Neeki Moatazedi, Lake Forest  
Kathy Ward, San Clemente

## **Also present were:**

Fire Chief Brian Fennessy  
Deputy Chief Lori Zeller  
Deputy Chief Dave Anderson  
General Counsel David Kendig  
Clerk of the Authority Sherry Wentz

Assistant Chief Randy Black  
Assistant Chief Robert Cortez  
Assistant Chief Jim Ruane  
Assistant Chief Lori Smith  
Communications Director Colleen Windsor

## **1. PRESENTATIONS**

No items.

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

Alisa Abecassis, Irvine resident, addressed concerns for public safety with the encryption of radio transmissions by the OCFA.

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

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

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9  
(1 Case)

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

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

### **CS3. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiator: Fire Chief Brian Fennessy and Deputy Chief Lori Zeller  
Employee Organizations: Unrepresented Employees  
Authority: Government Code Section 54957.6

### **CS4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position: Fire Chief  
Authority: Government Code Section 54954.5

### **CS5. CONFERENCE WITH LABOR NEGOTIATOR**

Negotiators: Chair Joe Muller, Vice Chair Shelley Hasselbrink, and Immediate  
Past Chair Ed Sachs  
Unrepresented Employee: Fire Chief  
Authority: Government Code Section 54957.6

General Counsel David Kendig reported the Board of Directors would convene to Closed Session to consider the matters on the agenda identified as CS3, Conference with Labor Negotiator, CS4, Public Employee Performance Evaluation, and CS5, Conference with Labor Negotiator. Closed Session matters CS1 and CS2, Conference with Legal Counsel – Anticipated Litigation, will not be addressed this evening.

Chair Muller recessed the meeting to Closed Session at 6:07 p.m.

Director Wagner arrived at this point (6:15 p.m.).

Director Ta arrived at this point (6:45 p.m.).

Chair Muller reconvened the meeting from Closed Session at 8:06 p.m.

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

General Counsel David Kendig stated there were no reportable actions.

## **REPORTS**

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

Budget and Finance Committee Chair Hasselbrink reported at the May 8, 2019, meeting, the Committee voted unanimously to receive and file the RSG, Inc. Final Property Tax Revenue Projections, to send the Monthly Investment Reports and Third Quarter Financial Newsletter to the Executive Committee for approval, and to send the Updated Cost Reimbursement Rates and Review of the Fiscal Year 2019/20 Proposed Budget to the Board of Directors for approval of the recommended actions.

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

Human Resources Committee Chair Johnson reported at the May 7, 2019, meeting, the Committee received and filed the updates on the Human Resources Director Executive Recruitment and the Garden Grove Transition of Employment. The Committee voted unanimously to authorize Contract Adjustments for Third Party Workers' Compensation Administration extending the contract with CorVel for insurance legacy claims for three years in an amount not to exceed \$30,000 (\$10,000 annually) and directing staff to return with additional information regarding the remaining portions of the proposed CorVel contract amendments to the next scheduled Human Resources Committee.

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

Fire Chief Brian Fennessy reported on the Next Generation Night Operations Technology-Based Program, developed to provide state of the art technology in firefighting aircraft for aerial attacks of wildfires in Southern California Edison territory. He also provided a report on the OCFA's participation in the recent 2019 Urban Search and Rescue Multi-Task Force Mobilization Exercise "South Wind."

## **2. MINUTES**

### **A. Minutes from the April 25, 2019, Regular Meeting of the Board of Directors (F: 11.06)**

On motion of Director Johnson and second by Director Villegas, the Board of Directors voted by those present to approve the April 25, 2019, Regular Meeting Minutes as submitted. Directors Bartlett, Farias, and Gamble were recorded as abstentions, due to their absence from the meeting.

## **3. CONSENT CALENDAR**

### **A. Updated Cost Reimbursement Rates (F: 15.12)**

On motion of Director Ta and second by Director Shawver, the Board of Directors voted unanimously by those present to approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2019.

**B. Wildfire Awareness and Prevention Proclamation (F: 11.09A)**

On motion of Director Ta and second by Director Shawver, the Board of Directors voted unanimously by those present to approve the Wildfire Awareness and Prevention Proclamation as submitted.

**C. Amendment to Personnel and Salary Resolution (F: 17.02)**

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

**D. Irvine Settlement Agreement 115 Trust (F: 10.03 Irvine)**

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

1. Approve and adopt Resolution No. 2019-05 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS) approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services.
2. Approve and authorize the Board Chair to execute the Agreement for Administrative Services with PARS to act as Trust Administrator for the Trust.
3. Approve and authorize the Treasurer, as OCFA's Plan Administrator, to sign all documents reasonably necessary to implement the recommendations.

**END OF CONSENT CALENDAR**

**4. PUBLIC HEARING(S)**

**A. Adoption of the Fiscal Year 2019/20 Proposed Budget (F: 15.04 19/20)**

Deputy Chief Zeller presented a PowerPoint providing an overview on the proposed FY 2019/20 Budget.

Chair Muller opened the Public Hearing for Public Comments. Chair Muller closed the Public Comments portion of the hearing without any comments from the general public.

Director Sachs left at this point (8:21 p.m.).

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

1. Conduct a Public Hearing.
2. Adopt the proposed FY 2019/20 Budget as submitted.
3. Approve and adopt Resolution No. 2019-03 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2019/20.
4. Approve and authorize the temporary transfer of up to \$75 million from the following funds to cover a projected temporary cash flow shortfall for FY 2019/20:
  - a. Fund 123 Fire Stations and Facilities - \$10 million
  - b. Fund 133 Fire Apparatus - \$10 million
  - c. Fund 190 Workers' Compensation Reserve Fund - \$55 million
5. Approve and authorize the repayment of \$75 million borrowed funds from Fund 121 to the above funds along with interest when General Fund revenues become available in FY 2019/20.
6. Approve changes to the Master Position Control list to unfreeze, reclassify and/or add 127 positions as detailed in Attachment 3.
7. Approve transfers from the General Fund 121 and Fund 123 Fire Stations and Facilities to General Fund CIP Fund 12110, Fund 133 Fire Apparatus, and Fund 139 Settlement Agreement totaling \$36,568,000.
8. Approve and authorize FY 2018/19 budget adjustments to increase General Fund (121) revenues by net \$145,770 and General Fund (121) expenditures by \$38,014.

Directors Sachs was absent for the vote.

## **5. DISCUSSION CALENDAR**

### **A. Second Amendment to Fire Chief Employment Agreement and Resolution Approving Non-Base Building Merit Increase (F: 17.10A2)**

General Counsel David Kendig presented a summary of the terms of the Second Amendment to Fire Chief Employment Agreement and an overview of the proposed Resolution approving a Non-Base Building Merit Increase.

Discussion ensued regarding the proposed Fire Chief salary increase.

On motion of Director Wagner and second by Director Gamble, the Board of Directors table the recommended actions, and bring back the item for further negotiations in Closed Session. Motion failed, with Directors Clark, Farias, Hasselbrink, Hernandez, Johnson, Moore, Muller, Rains, Rossini, Shawver, Steggell, and Swift voted in opposition. Director Sachs was absent for the vote.

On motion of Vice Chair Hasselbrink and second by Director Johnson, the Board of Directors voted by those present to:

1. Approve and authorize the Board Chair to execute the proposed Second Amendment to the Fire Chief's employment agreement.

2. Approve and adopt Resolution No. 2019-04 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS APPROVING A NON-BASE BUILDING MERIT INCREASE FOR FIRE CHIEF BRIAN FENNESSY. Directors Bartlett, Gamble, Harrington, and Wagner voted in opposition. Directors Sachs was absent for the vote.

**B. Community Wildfire Mitigation Inspection Program Presentation (F: 11.13A) (X: 18.08B4)**

Assistant Chief Lori Smith presented the Community Wildfire Mitigation Inspection Program and provided a PowerPoint presentation.

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

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

Director Moore announced the Seal Beach Pier is reopening fully restored tomorrow.

Director Johnson thanked Division Chief Shane Sherwood and Station 17 for attending the Cypress Police Open House and bringing the new fire tractor for the public to view.

Director Hernandez noted attending the OCFA Promotion Ceremony earlier today and congratulated all those recognized.

Chair Muller wished Director Swift a Happy Birthday, commented that the Board agenda packets will have reduced paperwork; all items not in print are included on line, and invited everyone to attend the June 5 Academy Graduation. He also noted attending along with Chief Fennessy and Director Fox, the recent CAL Fire press conference at Fullerton Airport during Wildfire Preparedness week.

**ADJOURNMENT** – Chair Muller adjourned the meeting in memory of OCFA Director/San Clemente Mayor Steve Swartz and OCFA Reserve Firefighter Sean Frick. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, June 27, 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  
June 27, 2019

Agenda Item No. 5A  
Discussion Calendar

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**Placentia Fire and Emergency Medical Services**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief

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

714.573.6010

**Summary**

This agenda item is submitted to provide a briefing regarding staff's observations and findings from review of the City of Placentia's "Citywide Fire Protection & EMS" plan, and to begin discussion of policy matters associated with the City's plans which require Board direction.

**Prior Board/Committee Action**

None.

**RECOMMENDED ACTION(S)**

Direct staff to report back to the Board of Directors quarterly in Fiscal Year 2019/20 to provide updates and receive Board direction regarding the transition of Placentia's Fire and Emergency Medical Services.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The City of Placentia's withdrawal from OCFA effective July 1, 2020, will result in a \$7.1 million reduction to annual cash contract revenue, with a corresponding reduction to expenditures.

**Background**

On June 19, 2018, the Placentia City Council voted to give the OCFA Notice of Withdrawal, indicating that the action was due to city finances, OCFA's rising costs, and to "cancel the evergreen component to the agreement." At that time, Placentia's City Administrator Damien Arrula indicated that the City did not wish to engage in discussions with OCFA until after the November elections; therefore, OCFA was on standby pending additional feedback from the City.

On December 19, 2018, the City issued two separate Request for Proposals (RFPs), with one soliciting proposals for Fire Protection Services and the other for 9-1-1 Advanced Life Support Emergency Medical Services (EMS). The City also provided a transmittal letter to OCFA Fire Chief Fennessy in which they stated, "it is our hope and expectation the OCFA will submit competitive proposals on both RFPs."

On February 27, 2019, staff submitted OCFA responses to Placentia's RFPs, respectfully declining to submit proposals to the City's RFPs, but offering to continue to provide service on the same terms currently provided to all of the OCFA's cash contract cities (Attachment 1).

On June 4, 2019, the Placentia City Council affirmatively voted to proceed in establishing a Placentia Citywide Fire Protection & EMS Department, effective July 1, 2020. Following are the concepts of the proposed Placentia Citywide Fire Protection & EMS Department:

- Fire suppression services will be bifurcated from Emergency Medical Services.
  - Fire suppression is planned to be provided with fewer full-time firefighters than the City currently receives from OCFA, and will also be reliant on lesser-trained reserve firefighters.
  - The City's planned service model is heavily reliant on Automatic Aid and Mutual Aid from neighboring jurisdictions (further discussion is provided below and summarized in Attachments 2 and 3).
- Emergency Medical Services will be contracted out to Lynch EMS, Inc.
  - Lynch has no 9-1-1 Advanced Life Support (ALS) paramedic experience.
  - In comparison, well over half of OCFA's 520 paramedics have more than five years of 9-1-1 ALS paramedic experience and 180 have over ten years of experience.
  - We noted that Lynch did not submit a proposal in response to the County's current RFP process for 9-1-1 emergency transport providers.
- Fire & EMS Dispatching may be provided by the City's Police Department dispatch center.
  - For police dispatchers to now start taking medical emergency calls, they'll need to be trained and certified as Emergency Medical Dispatchers and the City will have to purchase an Emergency Medical Dispatch (EMD) software program.
  - EMS calls require a question/answer triage process, which means a dispatcher remains on the phone with callers to provide life-saving pre-arrival instructions based on the emergency, and these calls take more time than typical calls currently being handled by the Placentia Police Department's dispatch center. Currently, they just send these calls to OCFA.
  - EMD takes significant training, annual on-going training, and may even require additional dispatchers to handle the call volume. This added cost is not noted in the City's proposal.

OCFA staff has reviewed the City's proposal documents that were submitted to the City Council, and identified a number of factual inaccuracies, questionable assumptions, and noteworthy observations. Our initial summary of these findings was submitted to the Placentia City Council on June 4, 2019 (Attachment 2). Staff has since completed a more thorough review of the documents, including the presentation materials used by City Administrator Arrula and shared with the public and OCFA for the first time only after public input was concluded. Staff has and prepared a supplemental review outlining the additional findings (Attachment 3).

Although many of these issues were brought forward to the Placentia City Council prior to its vote, the Council appears steadfast in its commitment to proceed in establishing a City Fire Department, with a separately operated and privatized EMS delivery system. Therefore, staff would like to begin a discussion with the OCFA Board of Directors regarding upcoming action items and policy matters that will require Board awareness and/or Board approval. Staff is only seeking to provide an introduction of these topics at this point, and will not seek final Board direction or policy adoption until later in the fiscal year. Below are the initial topics that staff has identified for the Board's awareness:



- 1) **Movement of Truck 34:** Truck 34 is currently positioned at Fire Station 34 in Placentia, with a previously identified plan to move the Truck into the neighboring City of Yorba Linda at Fire Station 10. The Board approved this plan in 2016 and authorized an immediate reduction to Placentia's cash contract charge, understanding that the move would not occur for a few years; therefore, Placentia is receiving this Truck service for free. Movement of Truck 34 to Station 10 was dependent on identification of a new site to build a replacement/larger station within Yorba Linda; however, a viable site available for OCFA purchase has not yet been found. As a result, staff will be working to develop an interim solution for the movement of Truck 34 out of Placentia as early in the fiscal year as feasible.
- 2) **Absorption of Personnel:** Aside from Truck 34, OCFA has an additional 24 full-time, professional employees staffing Engine 34 and Engine 35 in Placentia. Upon transition of services to the City in July 2020, OCFA will absorb these 24 employees into other existing positions within OCFA's service jurisdiction which are vacant.
- 3) **Five-Year Shortfall Payment Obligation at Withdrawal:** The First Amendment to the OCFA's Joint Powers Authority Agreement added Section 1.F to Article VII as follows:

“F. Negotiation of Terms Upon Notice of Withdrawal: Upon providing notice of withdrawal, a cash contract City may negotiate with the Authority regarding modifications to its payment obligation. If the City and the Authority are unable to reach agreement regarding modified payment terms, the balance of any shortfall that may have accumulated during a City's ten-year period of membership shall be paid upon withdrawal.”

Staff has calculated the payment shortfall, which compares what the service charge would be if there was no cap on annual increases, to the actual service charge being billed to the City during the year of the Five-Year review (FY 2019/20), and identified a shortfall value of \$312,537. This Five-Year Shortfall of \$312,537 represents a payment obligation for the City of Placentia to OCFA on, or prior to, June 30, 2020.

- 4) **Future OCFA Aid into Placentia:** Local government fire departments routinely and voluntarily aid and assist each other when emergencies exist within their respective jurisdictions. There are primarily two methods of attaining emergency aid: Automatic Aid and Mutual Aid. Reciprocity of resource exchange is the basis for determining which type of aid may be voluntarily provided to a requestor. When neighboring agency resources are closer to an emergency in another jurisdiction, automatic aid is typically provided. This occurs many times a day.

Emergency aid that is not reciprocal either due to the type of number of resources being requested or the type of resource needs the requesting agency is unable to provide is called Mutual Aid. Mutual aid must be requested through the Orange County Operational Area Fire Coordinator's Emergency Command Center. Fire agencies are able charge other jurisdictions its actual costs for the provision of mutual aid.

Since Placentia's proposed Fire and EMS delivery model will not be able to provide the number of reciprocal or like services, the OCFA and other neighboring Fire Departments will need to make policy decisions as to:

- How requests for aid will be provided to Placentia?
- Will aid into Placentia be considered mutual aid with associated charges?

- Can aid be reasonably expected or acceptable from Placentia back to OCFA and neighboring agencies, given the significantly lower level of skills/training possessed by reserve personnel and the lack of adequate number of skilled firefighters staffing the Placentia units?
  - The EMS personnel used by Placentia will not be dual function firefighter paramedics; therefore, will not possess the same training and will be unable to safely operate on many of the incidents when needed.
- 5) **What if Placentia Requests an Extension from OCFA?:** If Placentia finds that the City cannot be ready for transition of fire services on July 1, 2020, OCFA should be anticipating how it will respond to a request for extension. Staff will develop options for the Board's consideration at a future meeting for how the OCFA might respond to such a request, including duration of extension and charges during an extension.
- 6) **What if Placentia Requests to Rejoin OCFA Post-Transition?:** If Placentia completes its transition to a City Fire Department on July 1, 2020, and post-transition, the City requests to rejoin OCFA, how will OCFA respond to such a request? This is an area that requires no decision in advance, it is simply provided to initiate thought and consideration for future options, such as handling the request as a new city proposal versus re-establishing the contract as it previously existed.

Staff would like feedback from the Board regarding the above topics, including any additional direction to staff that the Board may desire. Staff will then work on proposed policy options and report back to the Board of Directors quarterly in Fiscal Year 2019/20 to provide updates and receive Board direction regarding the transition of Placentia's Fire and Emergency Medical Services.

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

1. OCFA Response to Placentia RFP for Fire Protection Services 02/26/19
2. Review of Placentia "Citywide Fire Protection & EMS" Documents 06/04/19
3. Supplemental Review of Placentia "Citywide Fire Protection & EMS" Documents 06/19/19
  - a. Placentia PowerPoint re Fire Emergency Medical Services 06/04/19
  - b. Amendment to Service Configuration, Contract Charge, Fire Services Agmt May 2016
  - c. OCFA Summary of Services Document Mailed to City Administrator Arrula June 2018
  - d. OCFA Response to Placentia RFP February 2019
  - e. E-mail Correspondence re: Mutual/Automatic Aid June 2019
  - f. OCFA vs. Placentia Service Elements



# ORANGE COUNTY FIRE AUTHORITY

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

Brian Fennessy, Fire Chief

(714) 573-6000

[www.ocfa.org](http://www.ocfa.org)

February 26, 2019

Jeannette Ortega (via email: [fireemsinfo@placentia.org](mailto:fireemsinfo@placentia.org))  
Assistant to the City Manager  
City of Placentia

Greetings Ms. Ortega:

***RE: City of Placentia - Proposals for Fire & Emergency Medical Services***

The Orange County Fire Authority (OCFA) has carefully considered the City's Request for Proposals for 9-1-1 Advanced Life Support Emergency Medical Services, RFP 2018-01 and Request for Proposals for Fire Protection Services, RFP 2018-02, both dated December 20, 2018 (collectively, the "RFPs").

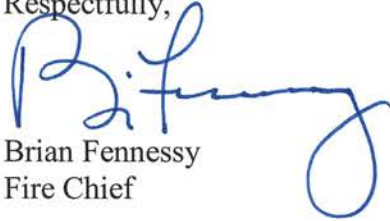
As you know, the OCFA is a regional fire and emergency medical services provider, governed by the Amended Joint Powers Authority Agreement (JPA) and Board-established policies. Pursuant to the JPA, the OCFA has entered into Fire & Emergency Medical Services Agreements with each of its member agencies committing that "The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries." In reviewing the City of Placentia's RFP specifications, we found that several of the requirements in the RFPs conflict with the OCFA's JPA, Fire & Emergency Medical Services Agreements, and Board-established policies (see Attachment 1 for examples). As a result, we must respectfully decline to submit proposals specific to both RFPs.

As an alternative to the form of services suggested by the City in its RFPs, I would be pleased to propose and recommend that the OCFA Board of Directors reinstate the City of Placentia as a full member agency, with all the protections and services that accompany OCFA membership under the terms of the OCFA's JPA and Fire & Emergency Medical Services Agreements, including but not limited to voting representation on the OCFA Board. Should the City pursue our proposal to remain a member of the Fire Authority, the City could benefit from continued high-caliber and comprehensive fire and emergency medical services. Placentia has enjoyed the professional and regional services provided by OCFA for the past 39 years, starting its contractual partnership with the Orange County Fire Department in May 1980 (prior to formation of the OCFA as a successor agency). Details relating to OCFA's services to Placentia, along with the cost-benefits the City currently enjoys by being in partnership with the OCFA, are provided in Attachment 2.

*Jeannette Ortega*  
*City of Placentia*  
*February 26, 2019*  
*Page 2 of 2*

The OCFA stands ready to serve the City of Placentia, with professionalism and seamless continuity of services, should the City conclude that its fire and emergency medical services are best fulfilled by the Orange County Fire Authority. If you have any questions, please contact me at (714) 573-6010.

Respectfully,

A handwritten signature in blue ink, appearing to read "B. Fennessy", with a large, stylized loop at the end.

Brian Fennessy  
Fire Chief

Attachments

cc: OCFA Board of Directors  
OCFA Executive Management  
David Kendig, OCFA General Counsel



## Attachment 1

### **Orange County Fire Authority Placentia RFP Specifications & OCFA JPA Requirements**

Several of the requirements in the City of Placentia's RFPs are inconsistent with the OCFA's Amended Joint Powers Authority Agreement and Board-established policies as detailed below:

1. The following examples reference the Fire Services RFP:
  - a. Page 22: The proposal must provide for "the professional management and operational control of the fire department following the level of service and policies established by the City." Individual authority for cities to direct Fire Authority policies or level of service is inconsistent with:
    - i. The OCFA JPA Agreement, that vests in the OCFA Board the policy decision authority; and
    - ii. The Fire Services and Emergency Medical Services Agreement OCFA has entered with each of its member agencies committing that "The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries," and
    - iii. The OCFA policy that the Fire Chief and Authority Management develop and implement the OCFA level of service, and the full Board approves the OCFA level of service. (OCFA Board Resolution 2017-02, approving "Roles/Responsibilities/ Authorities" matrix, p. 1 of 9.)
  - b. Page 23 – Designation of the Bradford Fire Station as a "Must cover" station requiring a cover engine to be dispatched to the station or off-duty personnel to be called back to cover the station, or volunteers to be activated, "any time the staffed apparatus is committed to an emergency or activity." This is inconsistent with the level of service provisions identified above, which vest such control in the OCFA Board and Chief, not individual cities.
  - c. Page 24 – "The City's fire protection service provider will not be a first responder to medical emergencies." This is inconsistent with the Fire Services and Emergency Medical Services Agreement OCFA has entered with each of its member agencies committing that OCFA "shall provide ... emergency medical, rescue and related services". (Agreement, §3 (a).) As a regional service provider committed to each of its agencies to deliver the same general level of service to all of its members, such a gap in emergency medical services could indirectly have adverse effects on the OCFA's commitments to neighboring city members.
  - d. Page 27: "At no time shall the Proposer's existing work rules or memorandums of understanding with its employees impede the Proposer's ability to deliver the services in the manner and cost structure required by the City and as determined by the City." This section is inconsistent with MOUs between OCFA and its labor associations. Furthermore, it is inconsistent with the JPA Agreement to the extent it:
    - i. purports to limit the OCFA Board's authority to "determine compensation and working conditions and negotiate contracts with employees and employee organizations." (Amended JPA Agreement, § 4.D.) Or
    - ii. is inconsistent with the service charge provisions (including the provisions regarding changes in services charges and cap on annual increases). (Amended JPA Agreement, Art. IV, §§ 3.B., 3.E., 3.F.)

## Attachment 1

### **Orange County Fire Authority Placentia RFP Specifications & OCFA JPA Requirements**

- e. Page 27: "Proposers shall also offer in their proposals recommended criteria for the establishment of financial penalties when service delivery criteria are not being met." As summarized above, service levels are determined by, and subject to adjustment at the discretion of, the Board, not individual members.
  - f. Page 28: The annual cost proposal "shall be a fixed amount for the first three (3) years..." and capped thereafter based on a local CPI. The OCFA Amended JPA Agreement contains binding provisions about the determination of service cost increases, caps, and spreading amounts that exceed those caps over a number of years. Fixing the costs for three years for one member would be inconsistent with the agreed-upon service-charge provisions by which all other OCFA members are governed.
  - g. Page 29: "All such initial service fee schedules and any future adjustments to such fees, shall be contingent on formal approval and act of the [Placentia] City Council." Requiring approval of fees (other than paramedic or ambulance fees) by an individual member agency's City Council is inconsistent with the grant of authority to the OCFA and its Board to "levy and collect payments and fees for services, provided that paramedic or ambulance user fees shall be approved by the member(s) affected." (Amended JPA Agreement, Art. I, § 4.N.)
2. The following example references the RFP for Emergency Medical Services:
- a. Page 16: Section 9, titled "City's intent for a Zero City-Subsidy EMS Service Model" indicates that "the City has incorporated several revenue generating models into this RFP with the intent to mitigate or minimize the need for the City's 9-1-1 ALS service provider to receive an annual operating subsidy to fully fund the required operations performed by the service provider under a resultant agreement." This section is inconsistent with the Amended JPA Agreement terms discussed above.

Attachment 2

# ORANGE COUNTY FIRE AUTHORITY

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## Summary of Services & Partnership City of Placentia

February 26, 2019



The OCFA provides comprehensive services to the City of Placentia, which extend well beyond the basic frontline staffing of stations. We are proud of our partnership with Placentia and remain ready to assist the City with specialty needs, upon request. Details of our comprehensive services are provided below.

**Primary OCFA Stations Serving the City of Placentia**

The City of Placentia receives regional fire and emergency services from all OCFA stations and resources; however, the primary stations routinely serving the City include two stations within city jurisdictional boundaries (Stations 34 and 35).

The OCFA calculates staffing costs per truck or engine in an all-inclusive manner. Calculated costs include all elements required to provide comprehensive fire services, including salary, employee benefits, services, supplies, operational support, and administrative overhead. Since the City already enjoys its partnership with the OCFA, there are no start-up costs to be incurred by the City remaining a member with OCFA. The costing methodology (termed "Truck & Engine Company Costs") includes the following components:

- **Direct Labor** – Includes direct salary and benefit costs for frontline positions, which include captains, engineers, and firefighters assigned in the City.
- **Direct Support** – Includes a proportional share of salary and benefit costs associated with direct operational support. Examples of direct operational support include Dispatchers, Battalion Chiefs, Division Chiefs, Training and EMS personnel.
- **Services & Supplies** – Includes a proportional share of costs for services and supplies such as uniforms, turnout gear, hoses, foam, and breathing apparatus.
- **Overhead/Indirect Support** – Includes a proportional share of salary, benefits, services and supplies associated with indirect administrative support, such as Human Resources, Purchasing, Finance, and Information Technology.
- **Station Maintenance** – Includes funding to make minor improvements to stations per year, with a goal of reducing long-term capital costs for the City through proactive maintenance.
- **Vehicle Depreciation/Replacement** – Includes funding for annual depreciation of emergency apparatus assigned within the City. *These emergency vehicles are replaced by OCFA whenever needed, based on mileage and useful life, without regard to how much funding has been received from the City through the annual contract charge. To date, costs incurred by the OCFA for emergency apparatus serving the City have exceeded payments that OCFA has collected from the City by \$832,310.*

Below are details for the primary stations and staffing serving Placentia, along with Truck and Engine Cost allocations for these resources, compared to the current contract price being charged to the City.



### **Fire Stations and Frontline Staffing**

Below is the current staffing being provided to the City of Placentia, which includes two paramedic engines and one truck. During FY 2016/17 and 2017/18, the price charged to the City was reduced (per agreement with the City) based on a future planned movement of the truck to Yorba Linda. The future movement of the truck is dependent upon OCFA locating a site to build a new/replacement Fire Station #10 in Yorba Linda which can accommodate the truck. Site selection remains underway, and as a result, the City of Placentia is receiving the benefit of the truck being located within city boundaries, without inclusion of the cost in the city's service charge. Responsibility to make this change happen is wholly upon OCFA, but in the meantime, Placentia is benefitting. If Placentia were a new city coming to OCFA for a service proposal, below is the cost that would be quoted to the City, compared to the actual price that the City is paying.

Fire Station	Apparatus	FF	FF/PM	FAE	FC	FC/PM	Total Staff	Total Truck & Engine Costs, Station Maintenance, and Vehicle Replacement per Station
34	Truck	6		3	3		12	3,652,044
	Paramedic Engine	3	3	3		3	12	3,759,133
35	Paramedic Engine		6	3	3		12	3,759,133
<b>2 Stations</b>	<b>3 Apparatus</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>6</b>	<b>3</b>	<b>36</b>	<b>\$11,170,310</b>
<b>Contract Price Charged to Placentia</b>								<b>\$6,428,409</b>
<b>Annual Cost Savings to Placentia (funded by OCFA)</b>								<b>(\$4,741,901)</b>

Below is the same cost comparison, updated to reflect the future service configuration for the City once the truck is moved to Yorba Linda Fire Station #10.

Fire Station	Apparatus	FF	FF/PM	FAE	FC	FC/PM	Total Staff	Total Truck & Engine Costs, Station Maintenance, and Vehicle Replacement per Station
34	Paramedic Engine	3	3	3		3	12	3,759,133
35	Paramedic Engine		6	3	3		12	3,759,133
<b>2 Stations</b>	<b>2 Apparatus</b>	<b>3</b>	<b>9</b>	<b>6</b>	<b>3</b>	<b>3</b>	<b>24</b>	<b>\$7,518,266</b>
<b>Contract Price Charged to Placentia</b>								<b>\$6,428,409</b>
<b>Annual Cost Savings to Placentia (funded by OCFA)</b>								<b>(\$1,089,857)</b>

For higher-level management of the City's fire services and station personnel, an assigned Division Chief serves as the local Chief to the City. In addition, three Battalion Chiefs (one BC for each of three 24-hour shift schedules) provide daily management of station personnel and activities.

### **Premier Specialty Operations w/ Premier Staff**

The OCFA has premier specialty equipment, funded by regional property tax dollars with no charge to contract cities such as Placentia, yet these resources always remain available to serve all OCFA members when needed. The personnel assigned must maintain specialized certifications to enable them to operate the specialty equipment. Premier emergency response equipment and training within OCFA's regional system includes:

- Hazardous Material Response Team (HMRT)
- Heavy Rescue Vehicle
- Swift Water Rescue Team
- Urban Search and Rescue Trucks
- Water Tenders
- Special Event Paramedic Van
- Firefighting Foam Tender
- Mass Casualty Unit
- Bull Dozers
- Light and Air Units
- Designated Safety Officers

### **Community Risk Reduction (CRR) Services**

Community Risk Reduction is a full service fire prevention department that provides plan review, development review, annual inspections, special activities, state mandate inspections, community education (including school programs and drowning prevention) and handles citizen complaints. The City also has Planning and Development plans analyst liaison with the backing of eight additional plan reviewers. Our plan review turnaround times are a guaranteed 10 days or sooner, 90% of the time.

Per OCFA Board policy, the majority of CRR services are funded through cost recovery fees. Since CRR services are primarily directed to businesses, developers, architects, and contractors, the fees are charged to the business community and not to individual homeowners and residents. The CRR fees charged to the business community qualify as a business expense.

### **Additional Services Provided to the City of Placentia**

- Human Resources services including recruitment, testing, selection, employee records, labor negotiation, discipline, grievances, ADA compliance, OSHA, benefits management
- Compliance Training for FMLA, FLSA, Sexual Harassment and EEOC
- Risk Management & Worker's Compensation Management
- Information Technology management including emergency and administrative computer hardware and software systems
- Communications Equipment purchase, repair, maintenance
- Facility and Property Management/Maintenance
- Legislative Analyst & Lobbying Services
- Contract Administration
- Vehicle Purchasing and Maintenance
- Equipment and Supplies purchase, inventory management, repair and delivery
- Processing of subpoenas and information records requests
- Media Relations and trained Public Information Staff
- Full service Fire Investigations Section



- Emergency Dispatching
- Emergency response mapping (GIS, AVL)
- Paramedic continuing education services, including a Medical Director on staff
- Quality Assurance Programs
- Community Survey Programs
- Disaster Planning and Coordination
- Financial Management, Budgeting and Payroll

### **Benefits of Partnership with OCFA**

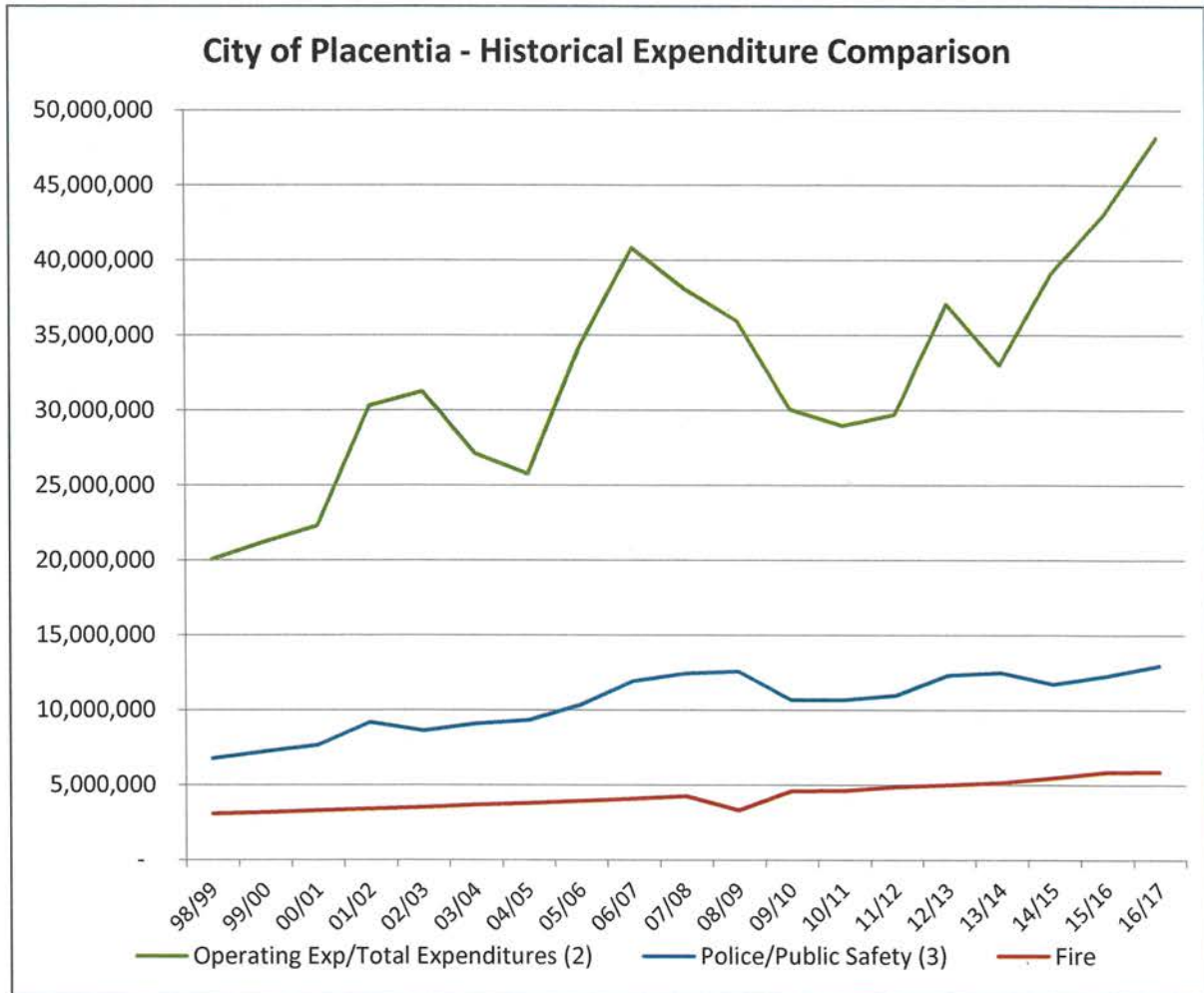
The Orange County Fire Authority enhances services to the citizens of Placentia and increases efficiencies within the City. OCFA's full service fire education, prevention and emergency response brings with it a full support network and eliminates the workload for other city departments that would otherwise require support. The support network includes Training/Safety and EMS Sections that provide in-house certifications and enhancement, skills maintenance, and 24/7 safety officer coverage during incidents. These support functions ensure that a high level of service is provided to our residents. Other service enhancements include our depth of resources, specialized resources, a dedicated fire prevention program, dedicated fire dispatchers, and a comprehensive public education program. These are standard in our regional system and are included in the contract price.

Additional benefits include:

- City Council Member on OCFA Board – participation in public policy decisions
- City Council Member on Executive Committee based on position or appointment
- City Council Member on Budget & Finance Committee by appointment
- City Manager participation on Technical Advisory Committee
- City Manager participation on City Manager Budget and Finance Committee (rotational)
- Cost Control – Contract increases are capped at 4.5% per year
- Active participation in Community Events
- Training and certification programs developed and presented in-house
- Paramedic nurse educators, training staff, and associated training facilities
- Dedicated Fire/EMS Emergency Dispatch including Emergency Medical Dispatch
- Risk Management program including the "WEFIT" health and wellness program to help reduce Workers Compensation Costs
- Central recruitment and hiring, personnel management, and benefit coordination
- Common Radio System within Orange County
- Response compatibility with other Orange County Fire Departments
- Active participation and coordination with all Orange County city fire agencies
- Alternate regional coordinator for OES Area 1

### Historical Expenditure Comparison

The chart below provides an illustration of the historical expenditures for the City of Placentia from FY 1998/99 to FY 2016/17, based on the data that the City files each year with the State Controller. As illustrated, the cost for fire protection and emergency medical services (EMS) remains relatively constant throughout the years.



Note:

Data is from the City's Annual Reports filed with the State Controller's Office, Statement of Expenditures – data is currently only available thru FY 2016/17.



### **History of Annual Increase**

The following table show the 24-year average increase in Placentia's cash contract city charge, including annual catch-up payments that began in 2010/11 and which will no longer be included after FY 2019/20. Although the cap on annual increases is 4.5% *plus* catch-up payments, the actual experience shows that the average annual increase since formation of the OCFA has been 3.51%.

<b>Fiscal Year</b>	<b>% Increase</b>
1995-96	2.33%
1996-97	0.56%
1997-98	2.50%
1998-99	3.43%
1999-00	3.00%
2000-01	3.50%
2001-02	3.50%
2002-03	3.50%
2003-04	3.50%
2004-05	3.50%
2005-06	4.00%
2006-07	4.00%
2007-08	4.00%
2008-09	4.00%
2009-10	4.00%
2010-11	2.95%
2011-12	5.44%
2012-13	3.65%
2013-14	3.02%
2014-15	6.22%
2015-16	3.80%
2016-17	0.32%
2017-18	4.05%
2018-19	5.51%
<b>24-Yr. Avg.</b>	<b>3.51%</b>

### **Cost Exposures Associated with a Change in Fire Service Structure**

It may be helpful to the City to consider the costs the City might face in the event of a transition back to a City Fire Department (FD) structure or other fire service structure. While not an exhaustive list, the following are some key areas of consideration:

#### **Ownership of Emergency Apparatus**

Under the OCFA Amended Joint Powers Agreement (JPA) and Fire Services Agreement (FSA) with the City, OCFA owns the emergency apparatus and support vehicles serving the City. If Placentia were to withdraw from OCFA and return to a City FD structure or other fire service structure, the FSA calls for OCFA to perform an accounting of vehicle replacement contributions received from the City vs. the cost of funds spent by OCFA to maintain and replace vehicles serving the City. If that accounting shows an excess of contributions over costs, the amount will be refunded to the City;

however, OCFA will still own the vehicles. Prior to the 2010 JPA renewal, there were years in which Placentia (and other contract cities) were not paying contributions towards vehicle replacement, due to the structure of the cap on contract increases at the time. During those years, OCFA continued to replace and maintain vehicles assigned to Placentia, without regard to collection of vehicle contributions. As a result, costs incurred by the OCFA for emergency apparatus serving the City have exceeded payments that OCFA has collected from the City by \$832,310.

#### **Communications and Other Equipment**

OCFA owns all of the Communications and Information Technology equipment and systems installed in Placentia fire stations and vehicles, as well as all safety gear, firefighting equipment, rescue equipment, carried on the fire apparatus.

#### **Pension Obligations**

As a member of OCFA, the City benefits from the Fire Authority's Accelerated Pension Paydown Plan. This Plan was implemented in 2013, and in the five years since implementation, funding of OCFA's pension plan has improved from 65.00% to 78.67%. Voluntary dollars paid to reduce the unfunded pension liability have generated over \$18 million in savings during this five-year period. As a contract partner with OCFA, the City benefits from the interest savings that have been generated, as well as the benefits of a secure and well-funded pension plan for fire personnel. Furthermore, the City is able to avoid cost exposures that might otherwise be faced if its fire personnel were in PERS.





**Orange County Fire Authority**  
**Review of Placentia "Citywide Fire Protection & EMS" Documents**  
**June 4, 2019**

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*A review of the documents published by the City of Placentia for the proposed "Citywide Fire Protection and Emergency Medical Services" revealed the following factual inaccuracies, questionable assumptions, and noteworthy observations:*

1. Incorrectly states that OCFA has increased costs to the City since 2009 **while providing no change in service level, no service enhancements, or improved quality.**
  - In a direct effort to assist Placentia with financial relief, OCFA agreed to reduce contract costs to the City by \$232,000 in FY 2016/17, **while increasing the level of service.**
  - The financial relief was premised on the concept of future movement of Truck 34 to the neighboring City of Yorba Linda, where the Truck would continue serving Placentia but enable OCFA to lower the cost to Placentia. To date, OCFA has left the Truck in place at Fire Station 34. The City receives this very beneficial service and resource for free.
  - With this agreement, **OCFA also funded the addition of a 4<sup>th</sup> Firefighter/Paramedic position in Placentia (three employees to cover three shifts for 24/7 coverage)** to convert Engine 35 into an Advanced Life Support engine. As with Fire Truck 34, Placentia receives this very beneficial service and resource for free.
2. Incorrectly states that the City has limited or no control over OCFA costs or the level/quality of services provided, unlike traditional City departments and other contracted services.
  - As a member of the OCFA Board of Directors, the City of Placentia has the ability to participate, influence, and vote on all factors that drive OCFA costs, as well as factors that drive the level and quality of services provided.
3. Incorrectly states that the City proposal achieves the goal of improving upon the level of fire protection and life safety services the community currently receives.
  - The City is proposing lesser quantity of personnel, more reserve personnel of lesser training and skill, and lesser depth and breadth of services than the community currently receives from OCFA (See Attachment 1).



**Orange County Fire Authority**  
**Review of Placentia “Citywide Fire Protection & EMS” Documents**  
**June 4, 2019**

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4. Incorrectly states that, per the City’s existing agreement with OCFA, the City’s Fire and EMS needs are currently covered by a **3-person engine company staffed with one paramedic** (Paramedic Assessment Unit) at Station 35 in Old Town.
  - As described under #1 above, OCFA enhanced the service configuration for Engine 35 in 2016 to convert the unit to a 4-person Advanced Life Support Paramedic Engine, while simultaneously reducing the costs charged to the City.
  - City Manager Damien Arrula worked with OCFA on these changes and signed the formal Amendment memorializing these changes (See Attachment 2). However, the City’s staff report and all documents regarding this Fire and EMS review inaccurately characterize Engine 35 as a 3-person resource instead of the 4-person resource that it has been for three years.
5. Incorrectly states that the City is currently covered by three paramedics on duty each shift.
  - The City is currently covered by four paramedics on duty each shift, including one Fire Captain/Paramedic and one Firefighter/Paramedic on Engine 34 on each shift, plus two Firefighter/Paramedics on Engine 35 on each shift.
6. In the City’s projected cost comparison (page 24 of the staff report), the City assumes it can limit annual growth factors to 2% per year for 10 years.
  - This may be highly unrealistic to assume that this growth factor can be sustained for an extended period of time, given inflationary pressures and impacts that influence salary, benefits, fire personal protective equipment (PPE), and fire/EMS capital equipment.
  - The City seems to be assuming it will be insulated from inflationary factors above 2%, which is a respectable goal, but not necessarily a realistic goal.
  - If inflationary factors in the economy and environment are ignored, this use of City “control” will likely render the City unable to retain skilled and trained personnel, resulting in a high rate of turnover and increased recruitment and training costs.





**Orange County Fire Authority**  
**Review of Placentia “Citywide Fire Protection & EMS” Documents**  
**June 4, 2019**

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7. Page 41 of the City’s response to the RFP for Fire Services says that automatic aid agreements will need to be established with the Cities of Anaheim, Brea, Fullerton, Orange, **and Yorba Linda**. It further states that Placentia has received letters of intent to enter into these agreements from these cities.
  - This implies that a letter of intent was provided by Yorba Linda; however, Yorba Linda is served by the OCFA; therefore, it is unlikely that the City of Yorba Linda provided the implied letter of intent.
  - OCFA was not asked, nor did OCFA provide a letter of intent on behalf of Yorba Linda.
8. For EMS, the proposed Agreement with Lynch provides for substantial investment by Lynch, with minimal profit to be allegedly gained by its Agreement with the City, which raises questions as to the reliability of the numbers.
  - Per the staff report, Lynch will invest \$400,000 in start-up costs for equipment and \$500,000 to be set-aside in reserves, for a total \$900,000 outlay/investment.
  - This financial investment would be compensated back to Lynch, according to the staff report, with an annual profit margin of only \$80,670.
  - With a \$900,000 initial investment, repaid at a profit margin of only \$80,670 per year, it will require over 11 years of contract *just to break even*.
9. The proposed Agreement with Lynch requires the provider to enter into an agreement with the Orange County Health Care Agency (OCHCA), which raises questions as to how the City can impose **requirement** for such an agreement.
  - The OCHCA is currently administering a competitive Request for Proposal (RFP) process for selection of 9-1-1 emergency transport providers to serve each of the five Exclusive Operating Areas (EOAs) throughout the County, one of which includes Placentia AND other city/county unincorporated areas (Area A).
  - The County has the ability to either extend the current County-administered contracts serving the five EOAs (which were originally awarded based on the County’s prior competitive RFP process), or to award new contracts based on the outcome of the current RFP process.
  - The current provider serving the EOA for Area A (including the City of Placentia) is Emergency Ambulance Service.



**Orange County Fire Authority**  
**Review of Placentia “Citywide Fire Protection & EMS” Documents**  
**June 4, 2019**

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10. The proposal submitted by Lynch does not propose to handle the Emergency Medical Dispatch (EMD) function for the City.
  - o If the current Placentia Police Department dispatch center is going to take on this new EMD responsibility (in addition to taking on fire dispatch), the need for extensive training of all dispatchers will be required, oversight needs to be provided by a medical director (such as the OCHCA medical director) and a continuous quality improvement (CQI) process for ongoing monitoring of EMD will be necessary.
11. There are dozens of Advanced Life Support (ALS) ambulance companies in the Orange County/Los Angeles area, including two of the largest providers in the Country, ***yet Placentia only received one EMS proposal.*** This should raise questions as to what other ALS providers observed in the RFP structure and requirements that caused them to opt out of competing.

**Attachments**

1. Comparison of Service Elements – OCFA Service Model vs. Proposed Placentia Citywide Fire Protection & EMS Model
2. Amendment to Placentia’s Service Configuration, Cash Contract Charge, and Fire Services Agreement – May 2016





**Orange County Fire Authority**  
**Review of Placentia “Citywide Fire Protection & EMS” Documents**  
**June 4, 2019**

Service Element	OCFA	Placentia Fire & EMS
Total Staffing to Cover Three Shifts – Frontline Career Fire Personnel	36	18
Dedicated, Specialty-Trained Professional Fire Training Officers	Included	None
Dedicated, Specialty-Trained Community Educators	Included	None
Dedicated, Specialty-Trained Nurse Educators	Included	None
Dedicated Medical Doctor -Oversight of Paramedic Services & EMD	Included	Additional/unquantified cost
Dedicated, Specialty-Trained Professional Fire Prevention Personnel	Included	None
Fire Protection Engineering Services	Included	Additional/unquantified cost
Dedicated, Specialty-Trained Arson Investigators	Included	Additional/unquantified cost
Hazmat Response	Included	Additional/unquantified cost
Contract for Fire Chief	Included	Additional/unquantified cost
Contract for New Firefighter Recruit Academies	Included	Additional/unquantified cost
Automatic/Mutual Aid Agreements (Imposition of fees for service will need to be considered since reciprocal services from Placentia are unlikely)	Included	Additional/unquantified cost
Specialty Resources (Mass Casualty Unit, Water Tenders, Firefighting Foam Tender, Light and Air Units, Designated Safety Officers)	Included	Not addressed
Hazardous Substance Reporting, Community Right to Know (EPCRA)	Included	Not addressed
State Mandated Inspection Services (Care Facilities, Schools, Assemblies, Housing, Detention)	Included	Additional/unquantified cost
Disaster Planning and Coordination	Included	Not addressed
Compliance Training (FMLA, FLSA, EEOC, Harrassment)	Included	Not addressed
Risk Management & Workers Compensation Management	Included	Not addressed
Ongoing Purchasing, Maintenance, Repairs, Replacement, Inventory Management - Fire/Emergency Vehicles, Uniforms, Personal Protective Equipment, Emergency Communications Equipment, Station Supplies	Included	Not addressed
<b>OCFA Cost for Comprehensive, All-Inclusive Services</b> (FY 2021/22, the 1st year which eliminates city start-up costs)	\$7,429,487	
<b>Placentia Fire/EMS – <u>Partial</u> Costs</b> (FY 2021/22, excluding numerous services with unquantified costs)		\$5,706,131
<b>Placentia Fire/EMS Cost for Comparable, All-Inclusive Services</b> (FY 2021/22, including all services for proper comparison to OCFA)		<b>Unquantified &amp; Undisclosed Cost Exposure</b>



# ORANGE COUNTY FIRE AUTHORITY

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

Jeff Bowman, Fire Chief

(714) 573-6000

[www.ocfa.org](http://www.ocfa.org)

May 14, 2016

Damien R. Arrula, City Administrator  
City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870

**RE: *Amendment to City of Placentia's Service Configuration, Cash Contract Charge, and Fire Services Agreement***

Dear Mr. Arrula:

This letter is to memorialize future service configuration changes in the City of Placentia, as approved by the OCFA Board of Directors on March 24, 2016. Specifically, the changes include the future movement of Truck 34 from Fire Station 34 in Placentia to neighboring Fire Station 10 in Yorba Linda. In addition, Engine 35 (Fire Station 35) will be converted from a three-person Paramedic Assessment Unit to a four-person Paramedic Engine. These changes will enhance services to the region by providing for a single unit response for the majority of the emergency medical service calls. As observed in past service enhancements, it is anticipated there will be a decrease in advanced life support response times with the single unit response.

As a result of these approved changes, Placentia's cash contract service charge with OCFA will be reduced over two fiscal years, with the first reduction of \$116,000 applied to the FY 2016/17 service charge, and an additional reduction of another \$116,000 applied to the FY 2017/18 service charge.

Attachment A of Placentia's Fire Services and Emergency Medical Services Agreement specifies the number, location, apparatus, and staffing for the fire stations within the City. With the service configuration changes approved by the Board of Directors, this Attachment has been updated to reflect the new service configuration that will be in place upon completion of the two year phased-in implementation (see Attachment).

Please review these proposed changes and indicate your concurrence by signing below. Please return a signed copy to me at your earliest convenience, or let me know if you have any questions.

Sincerely,

Jeff Bowman, OCFA Fire Chief

Agreed and Accepted by Placentia:

Damien R. Arrula, City Administrator

Attachment



**Engine and Truck Companies Located Within the City of Placentia  
(Stations Owned by the City)**

**Current Service Configuration – April 2016:**

Station	Location	Engine/Truck	Staffing
34	1530 N. Valencia, 92870	Engine Company Truck Company	4 4
35	110 S. Bradford, 92870	Engine Company	3

**Future Service Configuration following two-year phase-in period:**

Station	Location	Engine/Truck	Staffing
34	1530 N. Valencia, 92870	Engine Company	4
35	110 S. Bradford, 92870	Engine Company	4

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



**Orange County Fire Authority  
Supplemental Review  
Placentia “Citywide Fire Protection & EMS” Documents  
June 19, 2019**

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*A review of the documents published by the City of Placentia for the proposed “Citywide Fire Protection and Emergency Medical Services” revealed our initial findings (numbered 1 through 11) of factual inaccuracies, questionable assumptions, and noteworthy observations detailed in our Review Outline dated June 4, 2019.*

*Staff has since completed a more thorough review of the Placentia documents, including the presentation materials used by City Administrator Arrula during the June 4, 2019, City Council meeting and shared with the OCFA and the public for the first time during that evening’s meeting, only after public comments had already concluded. Following are additional findings from our Supplemental Review (slide numbers detailed below refer to slides from Mr. Arrula’s June 4 PowerPoint presentation, which is attached to this Supplemental Review as Exhibit A):*

12. Slide #8 indicates that Placentia has retained its .201 Rights.

- There has not been evidence provided to support the assertion that Placentia has 1797.201 rights. It is more likely that Placentia relinquished those rights in 1975 when they joined the larger Emergency Medical Services (EMS) system with the Orange County Fire Department.
- It would be beneficial for the public, and the transition process, for the City to produce an authoritative document specifically citing retention of its .201 rights.

13. Slides #11-12 indicate that only two counties in California do NOT use private paramedics in the 9-1-1 Advanced Life Support (ALS) EMS system, and that the majority of other cities/counties currently use private paramedics.

- Most other agencies using private paramedics do so in a manner that integrates private 9-1-1 ALS paramedics into a fire-based EMS delivery system, which includes Firefighter/EMTs and Firefighter/Paramedics on either vans, engines, and/or trucks. That integrated public-private partnership is a significant contrast to what the City has proposed, which is a completely bifurcated fire and EMS structure.

14. Slide #45 indicates that Placentia will join the Orange County Cities Hazardous Materials (HazMat) Response Joint Powers Authority, overseen by the cities of Anaheim and Huntington Beach.

- Membership in the HazMat JPA will result in additional costs to the City, which are not referenced in the City’s proposal documents.

15. Slides #55-56 describe qualifications held by Lynch Ambulance.

- **It should be noted that Lynch has NO 9-1-1 ALS EMS experience.** Its personnel might have limited individual experience; however, the company has none.



**Orange County Fire Authority  
Supplemental Review  
Placentia “Citywide Fire Protection & EMS” Documents  
June 19, 2019**

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16. Slide #57 indicates that Lynch’s proposal includes faster than the national average response times, posting units closer to needs, with calls based upon heat maps.
- The assertion that response times will be faster is questionable, given that the location of EMS calls are random. Use of a heat map can be deceiving, with call data based upon calls over years of cumulative data.
17. Slide #61 incorrectly indicates that OCFA currently provides Placentia with one paramedic unit (staffed with two paramedics) and one paramedic assessment unit (staffed with one paramedic) for a total of three paramedics.
- This is simply untrue! Both OCFA Engine 34 and Engine 35 are paramedic units, each staffed with two paramedics, for a total of four OCFA paramedics serving the City at any given time. This staffing level was communicated to the City in May 2016 (Concurrence Letter Amending Fire Services Agreement – See Exhibit B), again in June 2018 (Summary of Services document mailed to City Administrator Arrula – See Exhibit C), yet again in February 2019 (OCFA Response to Placentia RFP – See Exhibit D), and most recently on June 4, 2019, as outlined in our Initial Review Findings Outline.
  - Slide #61 further indicates that Lynch’s model (two paramedic units, each staffed with two paramedics, for a total of four paramedics) will result in a 25% increase in paramedics dedicated to Placentia. **This is not true, four paramedics is the level of staffing that the City is currently receiving from OCFA, it is NOT a 25% increase.**
18. Slide #62 asserts that Mutual/Automatic Aid to Placentia and its neighbors is enhanced because of Lynch’s infrastructure and surge capacity.
- It is questionable that Aid will be enhanced. If Lynch’s inter-facility (IFT) units are on calls, they cannot drop those calls to cover a 9-1-1 call in Placentia. Keep in mind, those IFT’s can be anywhere in Orange County.
  - Furthermore, using the City of Placentia’s own numbers, the City of Placentia is tied as the third busiest city per capita in OCFA’s jurisdiction for EMS call volume.
19. Slide #66 summarizes Placentia’s plans for 9-1-1 Dispatching
- Fire and EMS Dispatching will be provided by the City’s Police Department dispatch center.
  - For police dispatchers to now start taking medical emergency calls, they’ll need to be trained and certified as Emergency Medical Dispatchers and the City will have to purchase an Emergency Medical Dispatch (EMD) software program.
-



**Orange County Fire Authority  
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- EMS calls require a question/answer triage process, which means a dispatcher remains on the phone with callers to provide life-saving pre-arrival instructions based on the emergency and these calls take more time than typical calls currently being handled by the Placentia Police Department dispatch center. Currently, they just send these calls to OCFA.
- EMD takes significant training, annual on-going training, and may require additional dispatchers to handle the call volume. This added cost is not noted in the City’s proposal.

20. Slide #75 summarize plans for Fire Department Training.

- Not all costs relevant to the training of firefighters and this aspect of the service model have been captured in the City’s costing model. There is significant expense tied to the use of the North Net Training facility or to join the North Net Fire Training Joint Powers Authority.

21. Slide #91 indicates that surrounding cities have committed Letters of Intent to provide Mutual/Automatic Aid to the City of Placentia, and the slide depicts small images of four letters. City Administrator Arrula stated during his Council presentation that these were four letters from the City Managers of Brea, Fullerton, Orange, and Anaheim.

- In reviewing this slide closely, we noted that two of the four letters depicted are letters from the City of Placentia to the cities of Brea and Fullerton, and not letters from those City Managers to Placentia. On June 5, 2019, we requested the Placentia Deputy City Clerk provide us with copies of these four letters depicted on Slide #91, as well as other documents relevant to Mutual/Automatic Aid that had been referenced as attachments to the June 4 agenda yet were not made available to the public.
- On June 7, the Deputy City Clerk acknowledged receipt of the OCFA’s request as a “Public Records Request,” and asserted the 10-day allowable period for responding, in fact, the Brow Act requires all matter provided to Council be provided “without delay” when requested. On June 17, another City representative provided an update indicating that the City required additional time to produce disclosable records and that a determination would be provided by July 1.
- We responded to the City on June 18 that our request was for documents which should be made immediately available, since they were part of the June 4 Council agenda materials; however, we did not receive a response, as of this writing the referenced “Letters of Intent” have still not be provided.
- The above email correspondence is provided as Exhibit E.





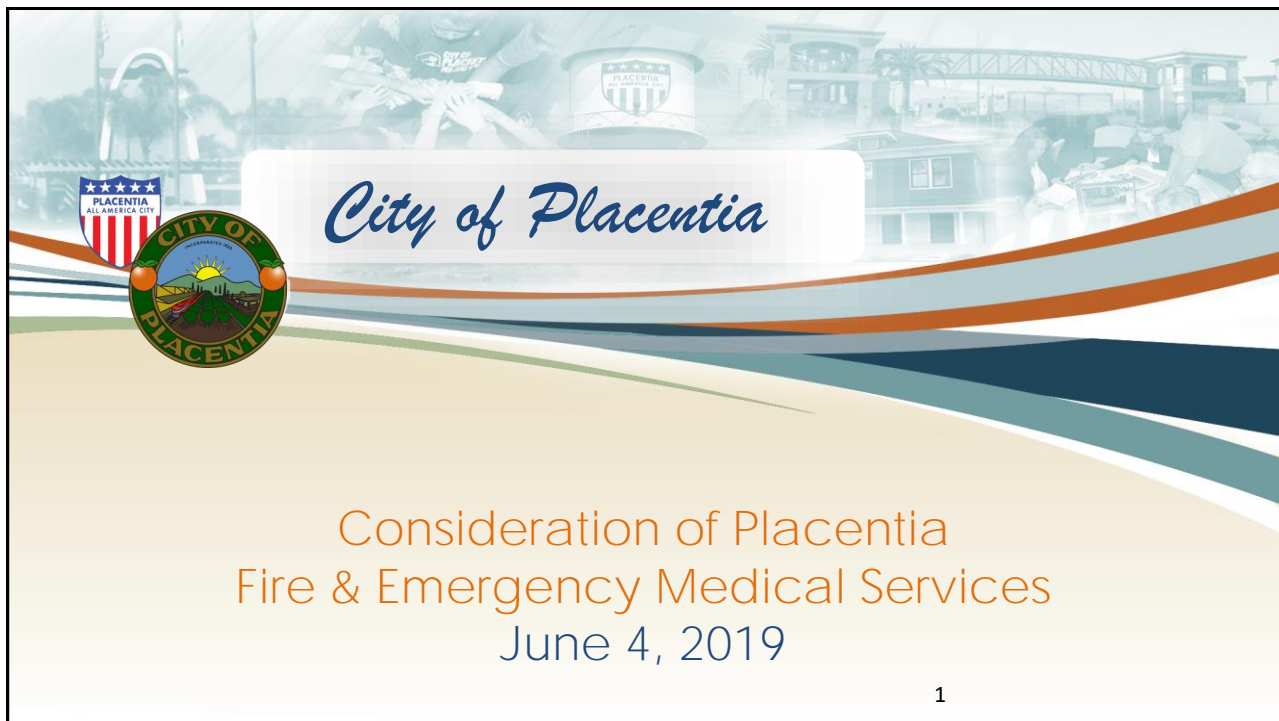
**Orange County Fire Authority  
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22. OCFA’s prior June 4 Review Outline included an attachment highlighting OCFA service elements compared to the City’s proposed service model, and associated cost exposures. We have updated that document with additional service elements that may not be addressed in the City’s proposal (Exhibit F).

**Exhibits**

- A.** Placentia’s City Council Power-Point Presentation - June 4, 2019
- B.** Concurrence Letter Amending Fire Services Agreement – May 14, 2016
- C.** Summary of Services Document mailed to City Administrator Arrula – June 18, 2018
- D.** OCFA Response to Placentia RFP – February 26, 2019
- E.** E-mail Correspondence re: Request for Agenda Materials – June 2019
- F.** OCFA vs. Placentia Service Elements – June 4, 2019

A collage of images representing the City of Placentia, including a person in a wheelchair, a group of people holding a trophy, a city building, and a bridge. The text "City of Placentia" is written in a blue script font. Below the title, the text "Consideration of Placentia Fire & Emergency Medical Services" and "June 4, 2019" are displayed in orange and blue fonts. The City of Placentia seal is on the left, and a small "1" is at the bottom right.

*City of Placentia*

Consideration of Placentia  
Fire & Emergency Medical Services  
June 4, 2019

1

## Mission and Vision Statement

- Mission Statement
  - The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life
- Vision Statement
  - The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources



## Background Fire and Emergency Medical Services

3



## Definitions - Emergency Medical Services

- Emergency Medical Services (EMS)
- Basic Life Support (BLS)
  - Emergency first aid provided by an Emergency Medical Technician (EMT). BLS maintains life without invasive techniques
  - BLS = EMT
- Advanced Life Support (ALS)
  - Special life-saving services designed to provide prehospital emergency medical care by a Paramedic. Services include, but not limited to, use of cardiac monitor, intravenous therapy, administration of specified drugs
  - ALS = Paramedic

4



## Definitions - Fire & Life Safety

- **Firefighting**
  - Act of attempting to prevent the spread of and extinguish significant unwanted fires in buildings, vehicles, woodlands, etc.
  - May include Urban Search and Rescue (USAR), Hazmat, specialty wildfire, apparatus (helicopter). Only if needed or via Mutual Aid
- **Automatic Aid**
  - When another agency automatically dispatches Fire/EMS units based on what resource is closest to an emergency
- **Mutual Aid**
  - When another agency requests Fire/EMS units, typically for major incidents such as natural disasters, mass casualty incidents, or other events that overwhelm an Agency's ability to respond on their own

5



## Background - Automatic Aid/Mutual Aid

**TABLE 2: Overview of Calls, by Grand Call Type and Location (Top 5 Cities)**

Call Type	Anaheim	Brea	Fullerton	PLU	Yorba Linda	Other	Total
EMS	89	53	187	50	515	22	916
Fire	39	23	37	6	130	14	249
Other	85	38	105	0	57	11	296
<b>Total</b>	<b>213</b>	<b>114</b>	<b>329</b>	<b>56</b>	<b>702</b>	<b>47</b>	<b>1,461</b>

**Note:** Table 2 shows the five most frequent call locations to which units from the contracted stations responded by grand call type. The sixth location, "Other", encompasses the call locations whose cumulative sum frequency was less than 3.2 percent.

FY 17/18 Data provided by CAD/RMS data from Fire Services Workload Analysis Report

6



## Background - History of National Fire & Emergency Medical Services

- Previously, Fire and EMS were separate divisions, entities or service providers (Public-Fire and Private-EMS)
- Expansion of the national freeway interstate system lead to increased cars on the road and an increase in traffic fatalities
- Necessity to dispatch emergency care in the field to apply emergency medicals services and get the patient to the hospital alive for treatment
- National Law placeholder
- Began merging Fire & EMS (BLS) and in some cities, ALS

7



## Background - History of California Emergency Medical Services

- EMS Act of 1980
  - Regulates and coordinates emergency medical care procedures, protocols, and certification throughout California to ensure “a comprehensive system governing virtually every aspect of prehospital emergency medical services.”\*
  - Includes “Section 201” Rights for services in existence prior to 1980 to grandfather “existing emergency medical service operations until such time as these services are integrated into the larger EMS system...”\*\*
- Placentia has retained its 201 Rights

\*County of San Bernardino, *supra*, 15 Cal.4th at p. 915

\*\*Valley Medical, *supra*, 17 Cal.4th at p. 758

8



## Background - History of Southern California Fire Services

- 1971 Sylmar Earthquake lead to rewrite in building code including fire sprinklers, smoke detectors, which lead to safer buildings and a decrease in fires
- Subsequent building code changes required additional fire safety and building enhancements, significantly reducing fires
- At the same time, costs to municipalities for Fire Departments were increasing without available revenue sources
- Funds were available in medical reimbursement
- With reduced fires and the opportunity for revenue, many Fire Departments began assuming EMS duties



9

## Background - Statewide Fire & Emergency Services Background

- 80% of EMTs and paramedics work for private service providers\*

Numbers and Types of EMS Providers in California	
EMS ambulances operated by private providers:	81%
EMS ambulances operated by public providers:	19 %
Calls fielded by public providers:	24 %
Calls fielded by private:	76%
Source: California Emergency Medical Services Authority, 2016a, 2016c	

\*UCLA Labor Center & UC Berkeley Labor Center February 2017 Emergency Medical Services in California: Wages, Working Conditions, and Industry Profile



10

## Background - Statewide Fire & Emergency Services Background

- Private 911 ALS service is the predominant service model throughout the state of California
  - 56 of 58 counties currently provide Private 911 ALS Paramedic Service Providers
  - In the 337 ambulance service zones in California, 220 (65.3%) are currently being serviced by private ambulance companies\*
- Only two counties in California do NOT currently use Private 911 ALS Paramedic Services
  - Orange County
  - Los Angeles County

\*California Ambulance Association

11



## Background - Countywide Fire & Emergency Services

- The Orange County model differs from the traditional ALS model offered throughout California
  - Orange County is fire-based EMS
  - Majority of other cities/counties currently use private paramedic 911 ALS (two-tiered EMS delivery system)
  - 911 Ambulance transport providers are typically private
- Despite this predominant service model throughout the nation and state and offered by adjacent counties to their residents, Orange County Cities do not currently offer this high-quality service model to their residents

12





## Background - Countywide 2011-2012 Orange County Grand Jury: Operations

- A Grand Jury was established to evaluate OCFA operations and finances in 2012
- The City of Placentia is complying with the Grand Jury major findings:
  - Response models should be studied by independent, outside consultants
  - Evaluate alternative models including “separating the fire response from the medical response”
  - Review finances
  - “...provide and make public both a short-term and long-term plan that brings the labor agreements in line with the living cost of the citizens they serve rather than solely upon the revenues derived from secured property tax of the property and city fees in their realm.”



13

## Background - Countywide 2011-2012 Orange County Grand Jury: OCFA Wages

Appendix A  
Table of Data for the OCFA

Year	OCFA Budget		OCFA Wages		OCFA Staff		CPI-Urban		Orange County Staff		Orange County Budget	
	OCFA Budget, \$ Millions	Annual % Increase	OCFA Wages, \$ Millions	Annual % Increase	OCFA Staff	Annual % Increase	CPE-U	Annual % Increase	Orange County Staff	Annual % Increase	Orange County Budget, \$ Billions	Annual % Increase
	Cumulative Budget Increase, %		Cumulative Wage Increase, %		Cumulative Staff Increase, %		Cumulative CPI-U growth, %		Cumulative Staff Increase, %		Cumulative Budget Increase, %	
1995	115	0	86	0	1008	0%	152.4	0%				
1996	110	-4%	90	5%	1022	1%	156.9	3%				
1997	118	7%	94	4%	1032	1%	160.5	2%				
1998	129	9%	100	6%	1022	-1%	163	2%				
1999	146	13%	107	7%	1035	1%	166.6	2%				
2000	156	7%	113	6%	1052	2%	172.2	3%				
2001	216	38%	118	4%	1064	1%	177.1	3%	16416	0.0%	1.005	0.0%
2002	172	-20%	132	12%	1064	0%	179.9	2%	17290	5.3%	1.123	11.7%
2003	203	18%	152	15%	1078	1%	184	2%	17741	2.6%	1.222	8.8%
2004	212	4%	160	5%	1090	1%	186.9	2%	17751	0.1%	1.306	6.9%
2005	229	8%	177	11%	1091	0%	196.3	5%	17597	-0.9%	1.343	2.9%
2006	252	10%	194	10%	1111	2%	201.6	3%	18029	2.5%	1.399	4.2%
2007	258	2%	202	4%	1127	1%	207.3	3%	18301	1.5%	1.537	9.9%
2008	298	16%	212	5%	1160	3%	215.3	4%	18748	2.4%	1.691	10.0%
2009	277	-7%	213	0%	1160	0%	214.5	0%	18668	-0.4%	1.729	2.2%
2010	263	-5%	217	2%	1180	2%	218	2%	17895	-4.1%	1.671	-3.4%
2011	263	8%	229	6%	1176	0%	224.9	3%	17655	-1.3%	1.712	2.5%
		6.1%		6.0%		0.9%		2.3%		0.7%		5.1%



14

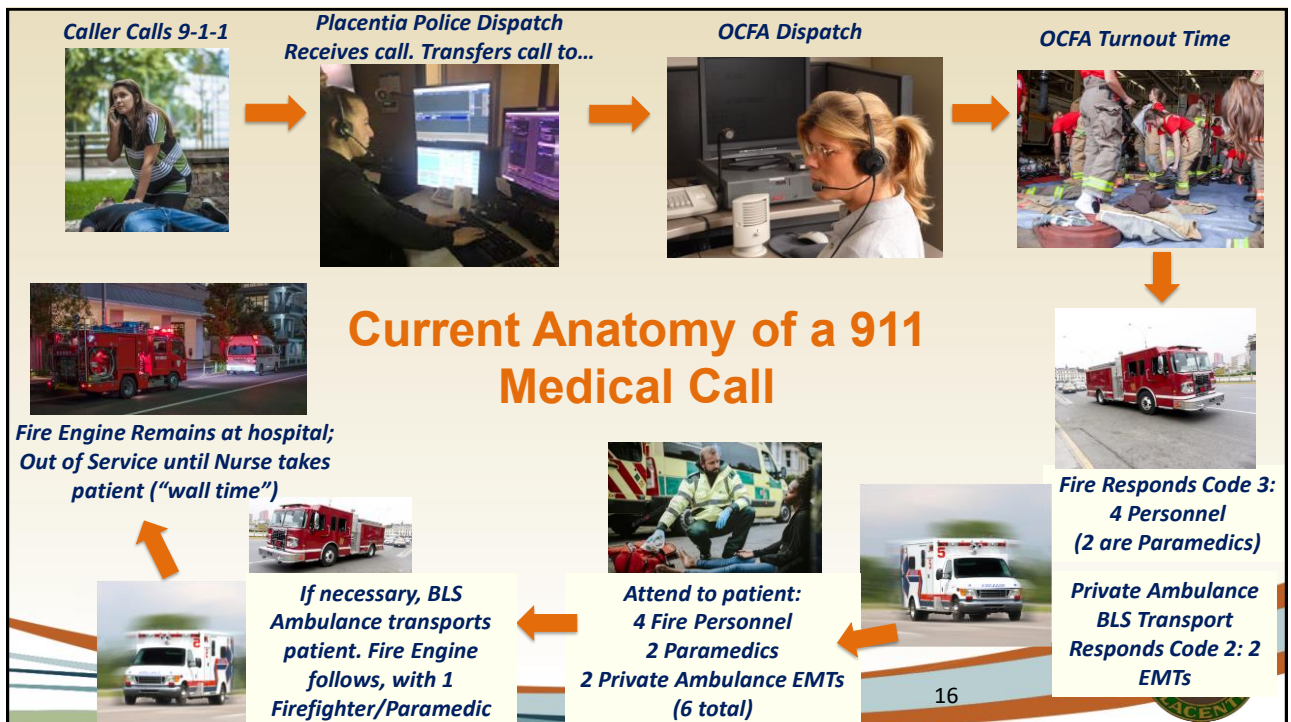


## Background - History of Placentia's Fire & Emergency Services

- Placentia Fire Department provided fire protection and paramedic services until 1975
- In 1975, the City contracted with County of Orange for separate fire and paramedic services
- Due to County bankruptcy, Orange County Fire Department became Orange County Fire Authority (OFCA) in 1995 and has provided local fire and emergency medical services to residents with the same service model (fire-based ALS)



15



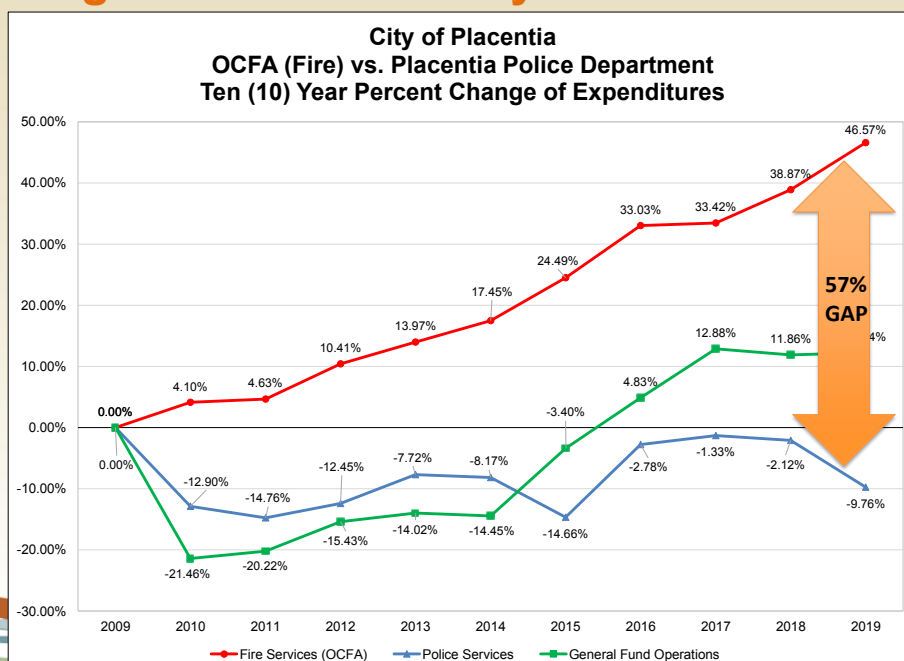
## Background - History of Placentia's Fire & Emergency Services

- The cost to Placentia taxpayers for these contract services has increased by 47% since 2009
- These costs were not in the City's control
- During the same period, the City's General Fund budget increased by only 12%
- Over that ten-year period, the Placentia Police Department's budget experienced a 9% decrease in its operating budget
- This represents a 57% disparity gap between the Police Department and OCFA



17

## Background - Cost Analysis Fire & EMS



18

## Background - CPSM Staff Member Highlight City Manager Thomas Wieczorek, Retired

- Former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International)
- Former Police Officer and Fire Chief
- Taught several programs at Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), and Grand Rapids Junior College
- Testifies frequently for the Michigan Municipal League before the legislature and in several courts as an expert in police and fire department management
- Served as the vice-chairperson of the Commission on Fire Officer Designation and served as vice chairperson of the Commission on Fire Accreditation International
- Worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials"



19

## Background - OCFA Workload Statistics

- OCFA Workload Analysis conducted by Center for Public Safety Management
- Subject matter experts in fire and emergency services operations
- CPSM staff is comprised of former Fire Chiefs and industry professionals
- CPSM has consulted on over 125 Fire and EMS studies
- Workload analysis report available on City's website and attached to Council staff report

FY 17/18 Data provided by CAD/RMS data from OCFA Workload Analysis Report



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## Background - CPSM Staff Member Highlight Fire Chief Mike Iacona, Retired

- 38 years of fire service experience; 17 years as Fire Chief
- Retired Fire Chief/Director Flagstaff Fire Department, Flagstaff Arizona
- Former Director and Fire Chief, Orange County, Florida Fire & Rescue Department
- Oversight of Countywide emergency management functions
- Served in various capacities, rising through the ranks from fire fighter/paramedic to chief fire officer
- Significant experience in EMS operations and management
- Led fire training division
- Supervised the development of several fire master plans
- CPSM has consulted on over 125 Fire and EMS studies nationwide

21



## Background - OCFA Workload Statistics

- In 2018, there were 3,318 calls for services
- 7.1 EMS calls, 9.1 total calls daily
- Nearly 80% of 911 emergency calls made by Placentia residents are for medical emergencies and not fires
- Only 0.8% (26 calls) were for structure fires
- Only 8 fires had a loss that exceeded \$20,000
- 90% of calls were handled with 1 engine
- Average call duration 23.2 minutes

FY 17/18 Data provided by CAD/RMS data from OCFA Workload Analysis Report

22





## Background - OCFA Workload Statistics

- 9.1 calls for service every day. Approx. 3.9 hours of total response
- On most calls, one-unit response
- 94.3% of all hours in the year, one call or less occurring in Placentia.
- Average call duration of 23.2 minutes including dispatch, travel, and on-scene time.

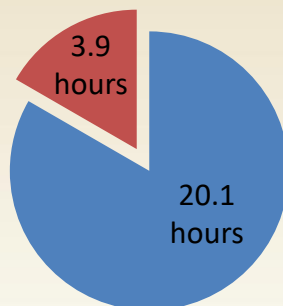
FY 17/18 Data provided by CAD/RMS data from OCFA Workload Analysis Report

23



## Background – OCFA Workload Statistics Average 24-Hour Shift Breakdown

24 Hour Work Shift



■ Non-calls/Down Time/Training ■ Calls

Average calculated from FY 17/18 Data provided by CAD/RMS data from OCFA Workload Analysis Report

24



## Background - OCFA Contract

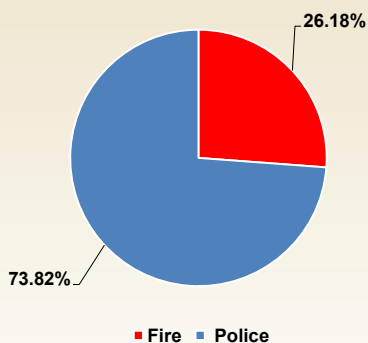
- OCFA is allowed to increase costs as much as 4.5% annually
- If estimated increase is greater than 4.5%, the remaining can be “banked” and added onto another year’s total, even during a Recession
- OCFA costs have increased approx. 4% each year, even during the Great Recession (when the City conducted layoffs)
- After exercising the City’s right to give notice of intent to withdraw, OCFA issued the City a 5.69% or \$365,826 cost increase over FY 2018/19 with no change in service level or quality of services

25

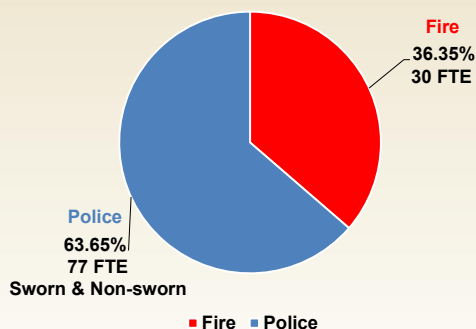


## Background - Cost Analysis Fire & Emergency Services (Past & Present)

Public Safety Expenditures: FY 2009  
(Actuals)



Public Safety Expenditures: FY 2019  
(Budgeted)

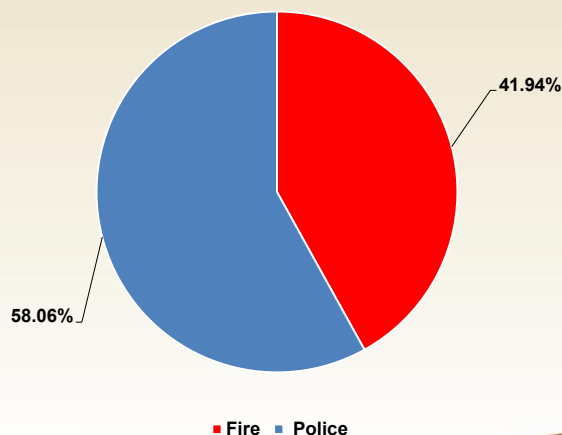


26



## Background - Cost Analysis Fire & Emergency Services (Future)

Public Safety Expenditures: FY 2030 (Projected)



27



## Placentia Police Department & EMS

- 90% of the time, Placentia Police Department is first to arrive
- Based upon trends, Placentia equipped all cars with AED units and trained officers
- Further examining, taking Department to EMT 1 certified
- Jointly train Police, Fire and EMS as a holistic approach to response

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## Background - Difficult Decision

- Over the course of our current contract, OCFA and the City of Placentia have maintained an excellent relationship to provide these critical services to residents
- However, the current agreement with OCFA, required notice of withdrawal prior to July 1, 2018
  - Otherwise the agreement will automatically renew for another 12 years at the same terms without the ability to control increasingly expensive contract costs to residents, or improve the overall quality of services
  - No local control

29



## Background - Difficult Decision

- To protect the City's ability to improve emergency response times and medical services, and protect taxpayers from rate hikes, the City chose to provide a notice of intent to withdraw from OCFA

30





## Comprehensive Request for Proposals - Fire & EMS

31



## Goals of RFP Process

- The City's goals throughout this process:
  - To solicit competitive proposals for high-quality Fire and Emergency Medical Services to the community
  - Improve response times throughout the City
  - Improve quality of emergency medical care
  - Improve fire prevention/protection and education to the community
  - Ensure that service delivery model is efficient and fiscally sustainable over the long-term
  - Ensure local control for providing quality services

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## RFP Process Timeline

- City of Placentia published two Request for Proposals: Fire Protection Services and 911/Advanced Life Support

Event	Date
RFP Issued	December 20, 2018
City Hall Holiday Closure Dates	December 21, 2018 - January 6, 2019
Final Requests for Information Due	February 15, 2019
Final RFP Addendums Due (City)	February 22, 2019
Proposals Due	5 p.m. PST, February 28, 2019
Proposal Evaluation Period	March 2019 - May 2019
City Council Award of Contract (TBD)	June 4, 2019
Contract Service Period Begins	12:00 a.m., July 1, 2020



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## RFP and Procurement Procedures

- The City posted two separate RFPs for service: Fire Services and 911 Advanced Life Support EMS
- The RFPs were publicly noticed in the newspaper and online Bid/RFP procurement websites
- City created a webpage dedicated to the process including the RFPs, details of the proposals, and supplementals
  - RFP webpage received 467 hits
- Created dedicated email to receive any requests for information
- To ensure transparency, all addendums and requests for information (RFI's) were posted to the City's website so any interested proposer could review equitably



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## Proposal Review Panel

- Proposal Review Panel comprised of nationally-renowned experts in Fire and Emergency Medical Services, local leaders, community members and City officials

Name	Experience
Fire Chief Mike Iacona, MPA (RET.)	38 years experience in fire service
Matt Zavadsky, B.A., M.S.	37 years experience in EMS
Mayor Pro Tem Ward Smith	35 years experience law enforcement, former Chief of Police
Councilmember Craig Green	4 years as an OCFA Board Director
Director of Finance Kim Krause	30 years Municipal Finance Expert, experience with budgeting 6 Fire Departments
Chief of Police Darin Lenyi	30 years experience in law enforcement. Former PFMA President
Emergency Services Coordinator Steven Torrence	5 years Emergency services expert, Fire code/inspection specialist
Community Member and Citizen's Fiscal Sustainability Task Force Member Glenn Casterline	27 years as a Municipal Finance Advisor and 2 years on Fiscal Sustainability Task Force
IN TOTAL 208 YEARS OF EXPERIENCE	
35	

## Panel Member Highlight Matt Zavadsky

- 37 years experience in Emergency Medical Services
- Chief Strategic Integration Officer at MedStar Mobile Healthcare: the EMS agency that provides Healthcare services to 15 cities in North Texas
- Provides advanced life support ambulance service to 436 square miles and more than 936,000 residents
- Responds to over 140,000 calls a year with a fleet of 57 ambulances
- Co-author of the book "Mobile Integrated Healthcare - Approach to Implementation"
- President of the National Association of EMTs
- Chairs Nationwide EMS Transformation Committee
- CPSM has consulted on over 125 Fire/EMS studies nationwide



## Proposal Review Process

- All proposals and/or responses received prior to due date
- Proposals/responses compiled and distributed to each Proposal Review Panelist for independent and objective review using an established scoring rubric
- Scores were compiled by the City's RFP consultant The Acer Group
- Two follow-up meetings were held with the panel to discuss the panels' scoring results and recommendations to the City Council

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## Fire Protective Services RFP

38





## RFP Work Scope Details

- RFP encouraged proposers to be creative and innovative in their approach to provide these services
- Work scope recommended proposers to demonstrate how their proposals meet and/or exceed current service levels and quality of service
- RFP notes that the City would be submitting a proposal for a City fire department to compete with other proposals received
- RFP Work Scope focused on fire suppression, prevention, investigation, hazmat, response and Urban Search and Rescue
- Fire Department to support ALS/EMS service provider in a BLS capacity



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## Scoring and Highlights

Proposer	Total Score from all Raters
Anaheim Fire and Rescue	5,744
Fullerton/Brea Fire Department	5,250
Orange County Fire Authority	1,300
Placentia Fire and Life Safety	19,163



40

## Other Fire Proposals Received

Agency	Item Submitted
Anaheim	Fire protection services proposal - 2 submittals
Fullerton/Brea	Shared command staff proposal (where Placentia would provide its own line firefighters) but contingent upon adopting a fire-based ALS system
OCFA	Not a proposal; however submitted a letter indicating Placentia could return to OCFA at same contract terms



41

Placentia Fire & Life Safety Department



42

## Background - Deputy Fire Chief Ken Riddle, Retired

- 28 years with Las Vegas Fire and Rescue
- 15 years executive level
- 20 Fire & EMS consulting
- Executive Fire Officer Graduate
- Executive Director Nevada Fire Chief's Association
- 16 years International Association of Fire Chiefs, EMS Section
- Original member of National Fire Protection Association 1710 Committee (Standards for career fire departments)

43



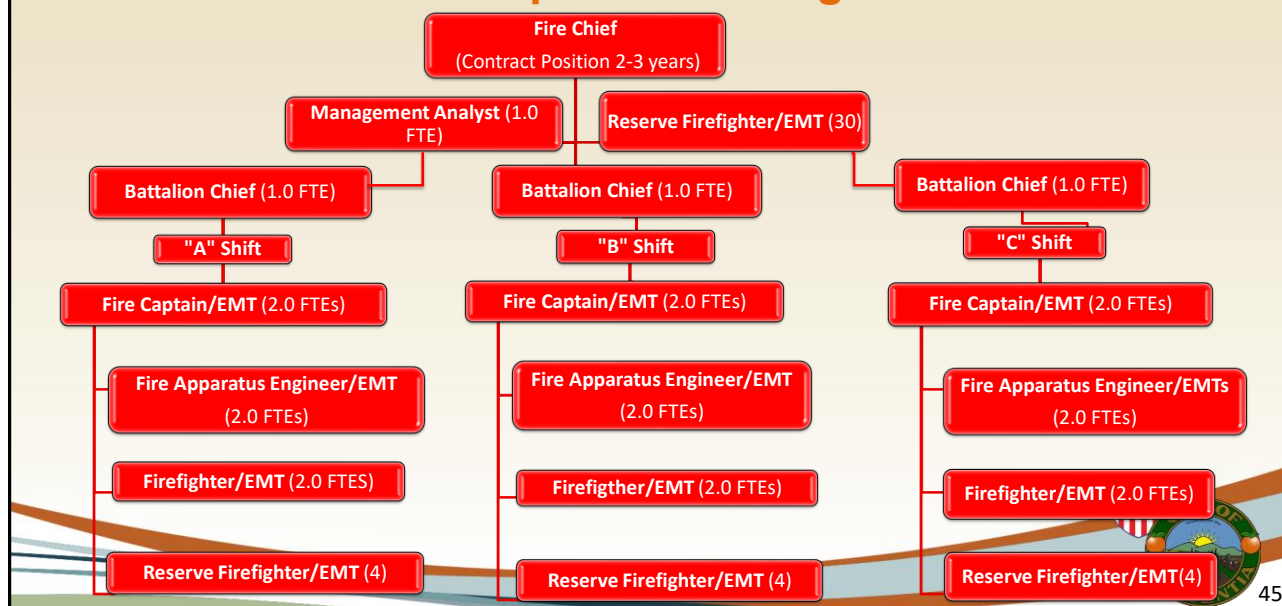
## Highlights - Placentia Fire & Life Safety Department Proposal

- Proposal includes:
  - Fire Department focused on community risk reduction through robust public education programs, inspections
  - Proposed staffing (1 additional staff) and equipment (mini pumper) levels exceed what is currently provided to City
  - Fire and EMS dispatching would be handled in-house by existing and additional dispatch staff
  - Career Fire Department with comprehensive supplemental reserve program
  - Plan check services
  - Improved response times

44



## Highlights - Placentia Fire & Life Safety Department Proposal: Staffing



45

## Placentia Fire Proposal Details - Hazmat

- During FY17-18, only one Hazmat incident occurred (gas leak)
  - On the Placentia/Anaheim border
  - Anaheim Fire was lead agency on response
- All Placentia firefighters will be certified at the Hazmat Responder level
- Placentia will join the Orange County Cities Hazardous Materials Response Joint Powers Authority, overseen by the cities of Anaheim and Huntington Beach

46





## **Placentia Fire Proposal Details - Urban Search and Rescue (USAR)**

- In FY 17/18, there were 0 swift water rescues or heavy/medium urban search and rescue deployments occurring within the City of Placentia
- All Placentia Fire & Life Safety Department staff will be USAR trained
- Truck #2 will be used to provide low and high angle rescues

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## **Placentia Fire Proposal Details - Specialty Support Apparatus**

- In FY 17/18, Placentia did not use OCFA specialized equipment, including water dropping helicopters, bulldozers, drone cameras, hazmat equipment, water tenders, brush trucks, or swift water boats

FY 17/18 Data provided by OCFA CAD/RMS data

48



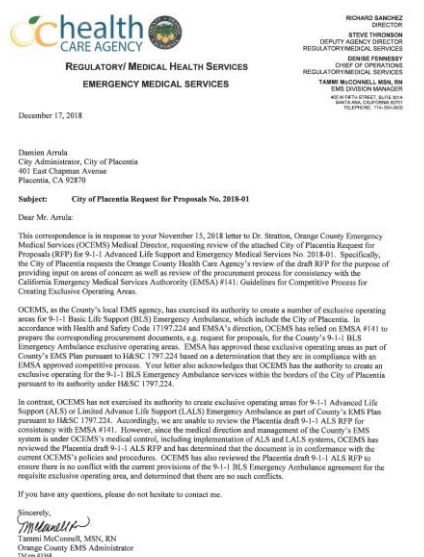
# 911 Advanced Life Support EMS RFP

49



## Review & Analysis - Private Paramedic Authorization

- The Orange County EMS Administrator reviewed the City's RFP for 911 ALS services and found the City's RFP document and process to be "in conformance with the current OCEMS's policy and procedures."



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## 911 ALS RFP Consultant Background Jim Karras - The Acer Group

- 37 years experience in Emergency Medical Services
- Vice President and Chief Operating Officer of AmbuServe, Inc.
- Vice President and Chief Operating Officer of Rescue International, Ltd
- Director of Ambulance Association of Orange County
- Collectively, the Acer Group has 50 years of experience in Emergency Medical Services

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## RFP Details

- Proposers encouraged to submit innovative proposals that enhance quality of care and improved response times
- Work scope requires 4 paramedics on duty 24/7 with one designated as a supervisor (County standard only requires 1 paramedic)
- 911 ALS service provider shall be designated as first responder to EMS Emergencies
- City maintains local discretionary decision making over the provision of these services
- Proposers advised that the City's expectation is that the service provider will participate in 2 EMS pilot programs developed by the County Medical Director
- In-kind and direct payment costs for these services. Explore at the conclusion of initial contract term

52



## Proposals Received

Proposer	Total Score from all Raters
Lynch EMS	15,348

53



## Lynch Ambulance

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## Lynch Ambulance Qualifications

- Providing Emergency Medical Care and Transport since 1986
- Headquarters located 700 feet from the City limits of Placentia, allowing additional surge capacity resources (mutual aid, automatic aid)
- First, and today is the largest, private ALS paramedic provider in Orange County
- Exclusive medical transport provider for Children's Hospital Orange County (CHOC) for 18 years
- Total ALS patients received, cared for, and transported in 2018: 5,644
- Greater scope of practice than standard ALS paramedics including transporting patients on IV pumps with critical care infusions and responding to patients under hospice care to reduce need for ER transport



55

## Lynch Ambulance Qualifications

- First medics to become certified in the use of Automated Transport Ventilators and only medics in Orange County to use improved technology
- Investing \$318,220 in new capital equipment and \$119,749 in operational costs (\$437,969 total) and an additional \$500,000 in reserve contingencies to launch Placentia 9-1-1/ALS Program
- Will purchase two new Type II ambulances with state-of-the-art technology to serve Placentia
- One of 12 ambulance providers in the state with a Disaster Medical Support Unit (DMSU) issued by the California Emergency Medical Services Authority
- Participates in annual regional disaster drills and maintains a disaster response trailer



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## Lynch Highlights - 911 Advanced Life Support EMS RFP

- Proposal includes:
  - Faster than the national average response times
  - Posting units closer to needs (calls based upon heat maps)
  - Existing ALS/EMS infrastructure on City's border allows for surge capacity and constant coverage
  - Participation in County medical pilot programs
  - County EMS Mutual Aid
  - Ability to establish effective dispatch protocols to ensure resources match need
  - 100% compliance to response time standards

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## Lynch Ambulance Added Value

- Use traffic signal preemption devices to reduce drive times, improving overall response times
- Lynch paramedics highly regarded by County EMS authorities
- Lynch paramedics have earned expanded scopes of practice due to diligent training and real world experience
  - Lynch Paramedics are IFT-ALS paramedic service providers, a higher scope of practice than 911 ALS
- Created first successful private ALS-IFT program in County
- 24/7 Paramedic Supervisor
- One additional paramedic per shift beyond current service model (25% increase)

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## Lynch Experience - Calls for Service Comparison

- Placentia OCFA TOTAL emergency medical calls for service FY 17/18 - **3,318**
- Placentia OCFA TOTAL ALS-level calls for service FY 17/18 - **1,008\***
- Lynch ALS-level calls for service in 2018 throughout Orange County - **5,644**

\*Orange Health Care Agency

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## Lynch Ambulance Proposal Details Mutual/Automatic Aid Improvement - Model

- The City's proposed service model, used throughout California and the rest of the country, will result in fewer automatic aid calls into Placentia
  - Fire engine not always assisting with transport to hospital, will eliminate "wall time"
  - This leaves the on-duty fire apparatus available for fire related mutual/automatic aid calls
  - The proposed Fire Department will be able to focus on fire-related needs and community risk reduction

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## Lynch Ambulance Proposal Details

### Mutual/Automatic Aid Improvement - Staffing

- There are two types of paramedic units:
  - Paramedic Unit: requires 2 paramedics
  - Paramedic Assessment Unit: requires 1 paramedic
- OCFA currently provides Placentia 1 paramedic unit and 1 paramedic assessment unit - 3 paramedics (24/7)
- Lynch will provide 2 dedicated paramedic units - 4 higher accredited and licensed paramedics (24/7)
- 25% increase in paramedics dedicated to Placentia

61



## Lynch Ambulance Proposal Details

### Mutual/Automatic Aid Improvement - Surge Capacity

- 700 feet off of Placentia border
- Mutual/Automatic Aid to Placentia and our neighbors is enhanced because of Lynch infrastructure and surge capacity.
  - Lynch Ambulance is on the Placentia border and maintains 12-14 paramedics on duty throughout the County 24/7 and those resources can respond to Placentia within 15 minutes (included in contract)
  - Placentia's low EMS call volume means call overlaps are minimal and guarantees available units can respond on automatic aid into neighboring cities to provide the same high-quality medical care and rapid response time
  - This also means our neighboring jurisdictions will need to respond into Placentia less often

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## **Lynch Professional References - Children's Hospital Orange County (CHOC)**

- Frank Maas, RN, BAN, MBA, Director of Emergency Trauma and Transport Services

63



## **Lynch Professional References - Vitas Healthcare**

- Dr. Chalath Rajaran, Senior medical Director, Vitas Hospice

64



## Lynch Professional References - Orange County Healthcare Agency

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- Dr. Carl Schultz, Orange County Medical Director

65



## 911 Dispatch

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- Placentia Police currently serves as public service answering point
  - Placentia dispatchers already answer OCFA calls (approx. 60 second delay)
  - Average of 9.1 fire/EMS calls per day. Adding these services will not negatively impact workload of dispatchers, but allow for seamless dispatch between police and EMS
- Cross-training dispatchers to serve as police and fire/EMS dispatchers increases skill set and diversity of skills, allowing Placentia dispatchers to be amongst the best in Orange County
- Maintains local control
- Keeping fire/EMS dispatching allows City to participate in innovative EMS pilot programs that add value to the community

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## Potential Future Investments

- Potential funds to invest in a new fire station
- Cost savings achieved by separating from OCFA will be significant and allows the City to invest in much-needed services including policing

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## Review & Analysis

68



# Response Time - Improvements to EMS 90<sup>th</sup> Percentile Response Time

## CURRENT\*

Placentia PD Dispatch**	OCFA Dispatch	Turn Out Time	Drive Time	TOTAL TIME
60 sec	24 sec	1 min 54 sec	6 min 12 sec	9 MIN 30 SEC

## PROPOSED\*\*

Placentia PD/ Fire/EMS Dispatch	Turn Out Time	Drive Time	TOTAL TIME
60 sec	1 min 14 sec	4 min 33 sec	6 MIN 47 SEC

**ALMOST  
3 MINUTES  
SAVED**

\* OCFA reports total response time without Placentia PSAP in Workload Analysis Report. Placentia PSAP added for complete picture of total and actual response time

\*\*Avg call time in Placentia PSAP is 60-90 seconds to hand off 9-1-1 call to OCFA Dispatch; As reported by Placentia PD

\*\*\*Proposed response time reduced as a result of eliminating OCFA Dispatch handoff, reduced turn out time (as reported by Lynch's proposal; Avg 1 min 14 sec in 2018), and utilization of traffic signal preemption device (25% reduction in drive time) 69



## Review & Analysis - OCEMS Paramedic Accreditation Policy #430.10

- Orange County Emergency Medical Services (OCEMS) has legal oversight of all paramedic service in Orange County, regardless of service provider
- OCEMS provides paramedic accreditation for 911 ALS paramedics, IFT ALS paramedics, and Air medical paramedics

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## Review & Analysis - Levels of Medical Accreditation

- A paramedic is only allowed to practice up to the level of their accreditation. Those at the top of this list can practice the widest scope of medical care
- The Levels:
  - Air Medical paramedics (Mercy Air)
  - IFT ALS paramedics - Lynch is accredited at this level
    - Highest trained in Orange County
  - 911 ALS - All Orange County Fire Departments are accredited at this level
    - OCFA paramedics are restricted to this skill level

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## Cont. Review & Analysis - OCEMS Paramedic Accreditation Policy #430.10

- To be eligible for accreditation to practice in Orange County, all paramedics (public and private) must meet all of the following:
  - Posses a valid, current State of California paramedic license
  - Not be precluded from accreditation to practice as a paramedic for reasons defined in Section 1798.200 of the Health and Safety Code
  - Be affiliated with an OCEMS approved Advanced Life Support (ALS) service provider (Lynch is already an OCEMS approved advanced life support service provider)
  - Paramedics applying for local accreditation, publicly employed and privately employed, must complete the requirements per OCEMS policy #430.10 "Accreditation to Practice ALS Personnel Criteria"
- All Lynch paramedics are accredited at the IFT ALS level



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## Review & Analysis - Fire Department Training Programs

- The City will adhere to California State Fire Training (SFT) mandatory training requirements for California fire service personnel
- The City will also participate in the California Firefighters Joint Apprenticeship Committee (CFJAC) that will provide additional training funds for the department because of its participation



74

## Review & Analysis - Fire Department Training Programs

- All Fire Department personnel will meet and exceed the fire training standards developed by the CA Fire Marshal's Office
- All personnel will meet NFPA firefighter, fire inspector, and fire officer standards
- In addition to training for emergency response, on-duty fire personnel will receive training in fire prevention, fire inspections, fire code enforcement, public fire education and customer service
- For fire ground training that cannot be conducted within the City of Placentia, the City will contract with a regional fire training center
- All Fire Department personnel will receive continuing education for Emergency Medical Technicians (EMT) to maintain certification as required by the Orange County EMS Agency



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## Review & Analysis - Fire Department Emergency Operations Staff Certifications

- The following is an outline of the number of personnel and certifications that will be required as part of the proposed staffing levels for Emergency Operations:
  - Fire Captain/EMT:
    - Will obtain NFPA Fire Officer II certification
    - Will obtain NFPA Fire Instructor and NFPA Fire Inspector certifications
    - Will be certified at the Hazardous Materials Operations level
    - Will be certified first responders in urban search and rescue, swift water rescue, high/low angle rescue, confined space rescue, auto extrication



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## Review & Analysis - Fire Department Emergency Operations Staff Certifications

- Fire Apparatus Engineer/EMT:
  - Will obtain NFPA Driver Operator certification
  - Will obtain NFPA Fire Inspector certification
  - Will be certified at the Hazardous Materials Operations level
  - Will be certified first responders in urban search and rescue, swift water rescue, high/low angle rescue, confined space rescue, auto extrication
- Firefighter/EMT
  - Will obtain NFPA Firefighter II certification
  - Will obtain NFPA Fire Inspector certification
  - Will be certified at the Hazardous Materials Operation level
  - Will be certified first responders in urban search and rescue, swift water rescue, high/low angle rescue, confined space rescue, auto extrication

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## Review & Analysis - Fire Department Emergency Operations Staff Certifications

- Reserve Firefighter/EMT:
  - Will have completed a California State Fire Marshal approved fire academy
  - Will participate in department training and work towards NFPA Firefighter I and II certifications

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## Review & Analysis - Current Training: Paramedics

- All paramedics are required to go to a State accredited Paramedic Program
- Statewide standardized curriculum ensures equivalent training amongst all paramedic in California
- Lynch paramedics must be certified in Advanced Cardiac Life Support and Pediatric Advanced Life Support, they must be certified IV Pumps and Advanced Ventilatory Medicine
  - Advanced Ventilatory Medicine is unique to Lynch service provider
  - No other provider does this
- These are certifications not currently maintained by OCFA paramedics

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## Review & Analysis - Ongoing Training: Paramedics

- In addition to maintaining their license and accreditations, Lynch paramedics must demonstrate proficiency in all of their advanced skills annually
- Lynch paramedics only focus on providing advanced life support, therefore all training is medical in nature

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## Review & Analysis - Experience of Lynch Paramedics

- On average, Lynch paramedics have 9 years paramedic experience
- 75% of Lynch paramedics have 911 ALS experience
- Specialize in hospice care, which is especially important for the aging population in Placentia

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## Review & Analysis - Fire Staffing

OCFA	City of Placentia
E35 - 3 person Engine (per 2016 Agreement)	E1 - 4 person Engine
E34 - 4 person Engine	T2 - 4 person Quint
	P2 - 2 person Mini-Pumper (Cross-staffed or Reserves when available)
	E2 - Reserve Engine (Unstaffed)

82



## Review & Analysis - Fire Staffing

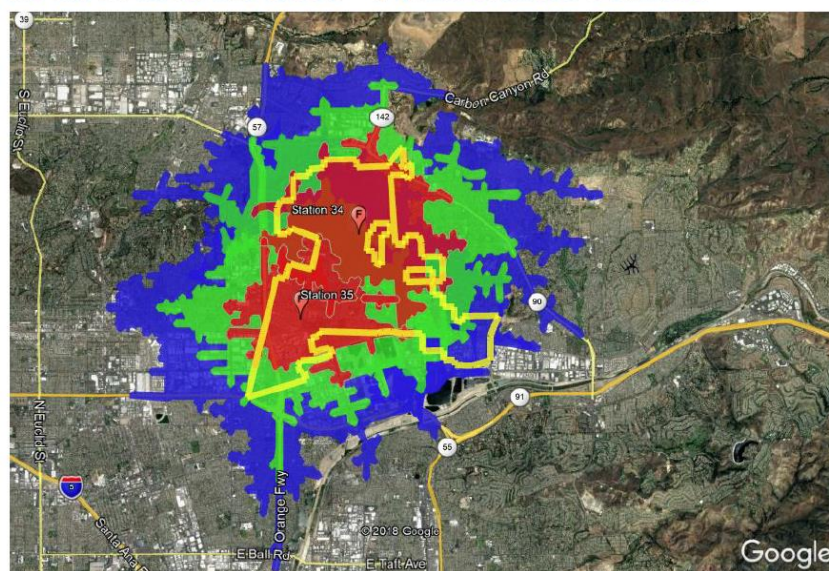
- Comprehensive survey of fire staffing in Los Angeles, Orange and Riverside Counties
- Out of 43 fire departments surveyed, 27 utilize 3-person staffing per engine (63%)
- The City of La Habra (LA County Fire) utilizes a 3-person engine standard
- 3-person engine most common standard tri-county wide
- Fourth person on engine will supplement/augment 3-person engine, which exceeds the aforementioned standard

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## Review & Analysis – Technology and Data (Heat Map)

FIGURE 17: Travel Time Bleeds - 4, 6, and 8 Minutes Combined



Travel times:  
 ■ = 4 minutes  
 ■ = 6 minutes  
 ■ = 8 minutes

FY 17/18 Data  
 provided by  
 CAD/RMS data  
 from Fire Services  
 Workload Analysis  
 Report

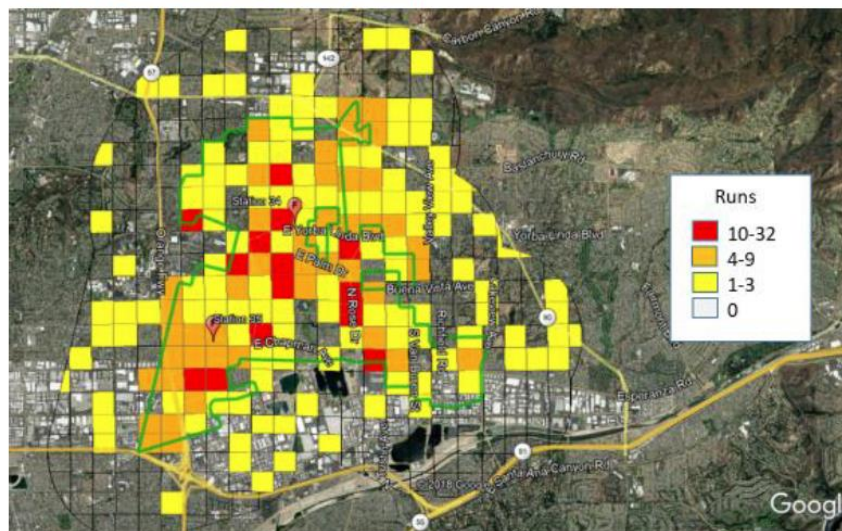


84



## Review & Analysis – Technology and Data (EMS Call Density Map)

FIGURE 18: Fire Call Density Map

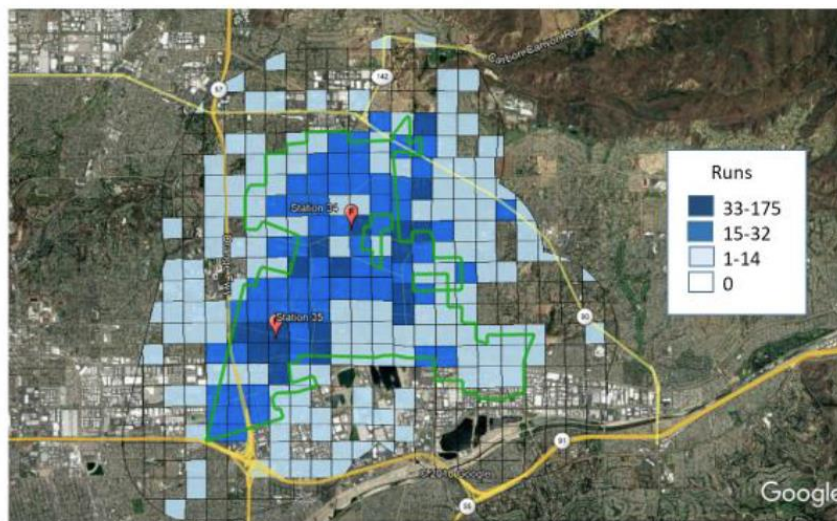


FY 17/18 Data  
provided by  
CAD/RMS data  
from Fire  
Services  
Workload  
Analysis Report



## Review & Analysis – Technology and Data (EMS Call Density Map)

FIGURE 20: EMS Call Density Map



FY 17/18 Data  
provided by  
CAD/RMS data  
from Fire  
Services  
Workload  
Analysis Report





## Review & Analysis – Technology and Data (Opticom)



## Review & Analysis - Technology and Data (Opticom)

- Using coded infrastructure, the Opticom system is put into emergency vehicles and communicates with traffic signals to give temporary right of way to emergency responders
- Improves response times by up to 25%
- Reduces intersection crash rates by up to 70%
- Eliminates priority conflicts

## Review & Analysis - Mutual/Automatic Aid

- City's new service model reduces automatic aid requests into Placentia by our neighbors
- The fire engines will not be required to go to the hospital with patients and be "off-line" while waiting for a nurse to take the patient
- The fire engine will return to service after the on-scene needs are completed. An ambulance will transport the patient to hospital
- Mutual/Automatic Aid to Placentia and our neighbors is enhanced because of Lynch infrastructure and surge capacity
  - Lynch Ambulance is on the Placentia border and maintain 12-14 paramedics on duty throughout the County 24/7 and those resources can respond to Placentia within 15 minutes
- Withholding Mutual Aid is against the law

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## Review & Analysis – Paramedic Wait Time at Hospital

- Average transport time of 14.2 minutes to hospital
- Average of 14.1 minutes "holding the wall" at the hospital waiting for patient handoff to nurse
- Placentia model will not require fire unit and its personnel to "hold the wall" at the hospital"
  - Back on line immediately for Fire and EMS automatic/mutual aid requests

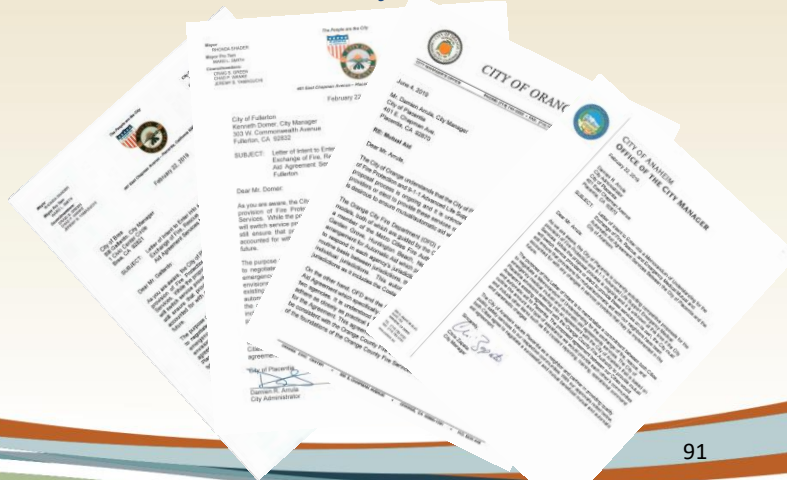
FY 17/18 Data provided by CAD/RMS data from Fire Services Workload Analysis Report

90



## Review & Analysis - Mutual/Automatic Aid

- Surrounding cities have committed Letters of Intent to provide Mutual/Automatic Aid to the City of Placentia



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## Review & Analysis - Deployment Model

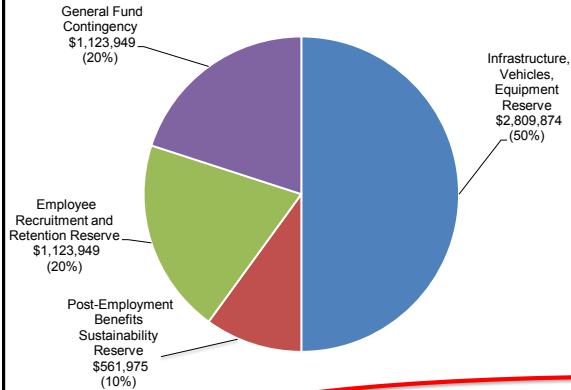
- Three cities in adjacent counties surveyed
- Two City Managers confirmed that the Review Committee's recommended deployment model is consistent with the standard they have utilized in their cities
- Fire Chief confirmed that the Review Committee's recommended deployment model is consistent with the standard his City uses
- This is the most widely used model in California and the nation



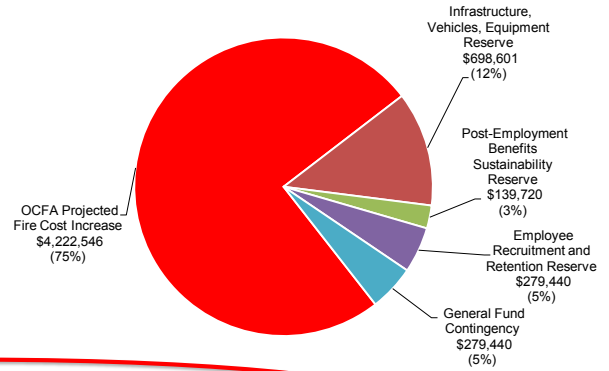
92

## Review & Analysis - Measure U

**FY 2029-30 Measure U Allocation Chart**



**FY 2029-30 Measure U Allocation Post-OCFA Increase**



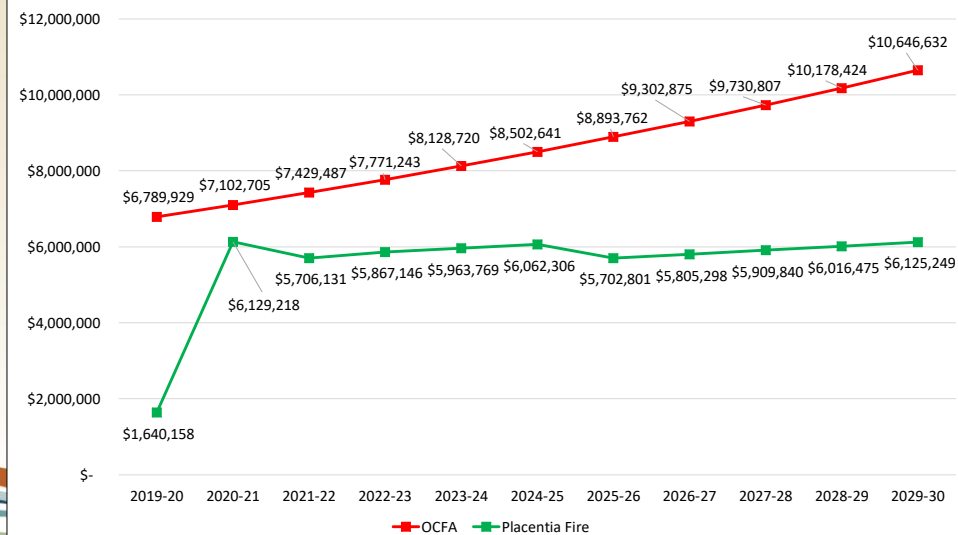
\*These funds would not be able to be used in this way, as it is in violation of the City's Reserve Policy. Hypothetical chart for illustration only.

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## Background - Cost Review and Analysis

**City of Placentia  
Fire Service Comparison: OCFA vs Placentia Fire  
Projections From FY 2020 to FY 2030**



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## Review Committee & Staff Recommendation:

It is recommended that the City Council take the following actions:

1. Receive and file this report and presentation by Staff; and
2. Consider the RFP Review Committee recommendations to the City Council and the options available to the community for Fire Protection and Emergency Medical Services; and
3. Accept the recommendation made by the RFP Review Committee and Award a Professional Services Agreement to Lynch EMS, Inc., for the provision of 9-1-1/Advanced Life Support Emergency Medical Services in the amount of \$975,000 for the first year of the service period, and for a contract term of five (5) years with the option to extend the term for an additional five (5) years based on Service Provider performance and at the discretion of the City; and



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## Review Committee & Staff Recommendation Cont.:

It is recommended that the City Council take the following actions:

4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
5. Accept the recommendation of the RFP Review Committee and direct Staff to take the necessary measures and specific actions to staff, equip, and fully operationalize the Placentia Fire and Life Safety Department by Midnight, July 1, 2020



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## Benefits of Proposed Service Model and Panel Recommendation

- Reduced response times
- Higher quality of medical care
- Places more emphasis on medical calls (80% of call volume)
- Redundancy for fire services & BLS (Mutual Aid)
- Redundancy for 911 ALS paramedic (Mutual Aid)
- Shorter drive time technology
- Newer medical technology
- Less than public firefighter paramedic or civilian paramedic cost
- Consistent with most California and nationwide fire department & EMS service delivery

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## Benefits of Proposed Service Model and Panel Recommendation Cont.

- Hometown, homegrown model
- Reserve model (built in recruitment strategy)
- Reinvest in other public safety departments/areas (Police)
- More integration with Placentia Police Department when responding
- Savings for taxpayers
- Sustainable long-term
- Consistent with Orange County Grand Jury findings
- Local control & more accountable to taxpayers

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# ORANGE COUNTY FIRE AUTHORITY

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

Jeff Bowman, Fire Chief

(714) 573-6000

www.ocfa.org

May 14, 2016

Damien R. Arrula, City Administrator  
City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870

**RE: *Amendment to City of Placentia's Service Configuration, Cash Contract Charge, and Fire Services Agreement***

Dear Mr. Arrula:

This letter is to memorialize future service configuration changes in the City of Placentia, as approved by the OCFA Board of Directors on March 24, 2016. Specifically, the changes include the future movement of Truck 34 from Fire Station 34 in Placentia to neighboring Fire Station 10 in Yorba Linda. In addition, Engine 35 (Fire Station 35) will be converted from a three-person Paramedic Assessment Unit to a four-person Paramedic Engine. These changes will enhance services to the region by providing for a single unit response for the majority of the emergency medical service calls. As observed in past service enhancements, it is anticipated there will be a decrease in advanced life support response times with the single unit response.

As a result of these approved changes, Placentia's cash contract service charge with OCFA will be reduced over two fiscal years, with the first reduction of \$116,000 applied to the FY 2016/17 service charge, and an additional reduction of another \$116,000 applied to the FY 2017/18 service charge.


Attachment A of Placentia's Fire Services and Emergency Medical Services Agreement specifies the number, location, apparatus, and staffing for the fire stations within the City. With the service configuration changes approved by the Board of Directors, this Attachment has been updated to reflect the new service configuration that will be in place upon completion of the two year phased-in implementation (see Attachment).

Please review these proposed changes and indicate your concurrence by signing below. Please return a signed copy to me at your earliest convenience, or let me know if you have any questions.

Sincerely,

  
Jeff Bowman, OCFA Fire Chief

Agreed and Accepted by Placentia:

  
Damien R. Arrula, City Administrator

Attachment

## ATTACHMENT A

### Engine and Truck Companies Located Within the City of Placentia (Stations Owned by the City)

#### Current Service Configuration – April 2016:

Station	Location	Engine/Truck	Staffing
34	1530 N. Valencia, 92870	Engine Company Truck Company	4 4
35	110 S. Bradford, 92870	Engine Company	3

#### Future Service Configuration following two-year phase-in period:

Station	Location	Engine/Truck	Staffing
34	1530 N. Valencia, 92870	Engine Company	4
35	110 S. Bradford, 92870	Engine Company	4

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



## ORANGE COUNTY FIRE AUTHORITY

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

Brian Fennessy, Fire Chief

(714) 573-6000

www.ocfa.org

June 18, 2018

Damien Arrula, City Administrator  
City of Placentia  
401 E. Chapman  
Placentia, CA 92870

Dear Damien:

***RE: City of Placentia's June 19, 2018 Agenda titled "Notice of Withdrawal from Agreement and Automatic Term Renewal: Amended Joint Powers Authority Agreement with the OCFA"***

We have had an opportunity to review the City of Placentia's agenda item, as referenced above, and wanted to provide additional information that we believe important for the City Council's consideration.

Enclosed is a Summary of Services which summarizes the services provided by OCFA to the City of Placentia, along with full costs incurred by OCFA to provide the services compared to the price being charged to the City. In addition, we summarize potential cost exposures associated with returning to a City Fire Department.

Of immediate importance, I wanted to ensure you and your city council members are informed of applicable OCFA governance provisions. Under Article VII, Section C of the OCFA Amended JPA Agreement, a city's representative is removed from the Board of Directors when the city delivers notice of withdrawal. Removal from the Board would occur upon delivery of the notice, e.g., before the withdrawal notice becomes effective in 2020:

"C. Removal from Board After Notice of Withdrawal. In the event a notice of withdrawal is given by a city, or deemed to be given, that city's representative shall be removed from the Board of Directors." (Amended JPA Agreement, Art. VII. Section C.)

In addition, the Amended JPA Agreement provides that, if a withdrawing city later wishes to rescind its withdrawal notice, the rescission would require the approval of the OCFA Board. (See Amended JPA Agreement, Art. VII. Section D.)

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

**RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES**

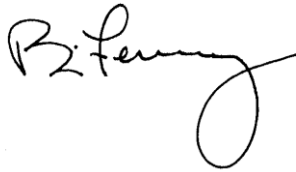
Damien Arrula, City Manager  
June 18, 2018  
Page 2 of 2

The provisions in the JPA requiring a member to provide notice of withdrawal to OCFA two years in advance of the effective date were intended to allow time for a methodical transition for a member that has decided to withdraw. From our review of the staff report, it appears the City may be looking to exercise the Notice of Withdrawal option in order to use the two years to complete further analysis and potentially negotiate with OCFA. However, there are other significant JPA implications associated with a Notice of Withdrawal which we wanted to ensure are conveyed to you, as summarized in the enclosed Summary of Services.

We hope the enclosed information is useful to your discussion, and we remain committed to working with Placentia to seek resolution to your concerns, as we did in 2016/17 when we agreed to a price reduction in advance of a change in service configuration.

If you have any questions, please contact me at (714) 573-6010 or Lori Zeller at (714) 573-6020.

Respectfully,

A handwritten signature in black ink, appearing to read "B. Fennessy", with a large, stylized loop at the end.

Brian Fennessy  
Fire Chief

Attachment

cc: Members of the Placentia City Council  
OCFA Board of Directors  
Andy Kovacs, OCFA Division Chief



# ORANGE COUNTY FIRE AUTHORITY

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## Summary of Services & Partnership City of Placentia

June 2018

The OCFA provides comprehensive services to the City of Placentia, which extend well beyond the basic frontline staffing of stations. We are proud of our partnership with Placentia, and remain ready to assist the City with specialty needs, upon request. Details of our comprehensive services are provided below.

### **Primary OCFA Stations Serving the City of Placentia**

The City of Placentia receives regional fire and emergency services from all OCFA stations and resources; however, the primary stations routinely serving the City include two stations within city jurisdictional boundaries (Stations 34 and 35).

The OCFA calculates staffing costs per truck or engine in an all-inclusive manner. Calculated costs include all elements required to provide comprehensive fire services, including salary, employee benefits, services, supplies, operational support, and administrative overhead. The costing methodology (termed “Truck & Engine Company Costs”) includes the following components:

- **Direct Labor** – Includes direct salary and benefit costs for frontline positions, which include captains, engineers, and firefighters assigned in the City.
- **Direct Support** – Includes a proportional share of salary and benefit costs associated with direct operational support. Examples of direct operational support include Dispatchers, Battalion Chiefs, Division Chiefs, Training and EMS personnel.
- **Services & Supplies** – Includes a proportional share of costs for services and supplies such as uniforms, turnout gear, hoses, foam, and breathing apparatus.
- **Overhead/Indirect Support** – Includes a proportional share of salary, benefits, services and supplies associated with indirect administrative support, such as Human Resources, Purchasing, Finance, and Information Technology.
- **Station Maintenance** – Includes funding to make minor improvements to stations per year, with a goal of reducing long-term capital costs for the City through proactive maintenance.
- **Vehicle Depreciation/Replacement** – Includes funding for annual depreciation of emergency apparatus assigned within the City. These emergency vehicles are replaced by OCFA whenever needed, based on mileage and useful life, without regard to how much funding has been received from the City through the annual contract charge.

Below are details for the primary stations and staffing serving Placentia, along with Truck and Engine Cost allocations for these resources, compared to the current contract price being charged to the City.

### **Fire Stations and Frontline Staffing**

Below is the current staffing being provided to the City of Placentia, which includes two paramedic engines and one truck. During FY 2016/17 and 2017/18, the price charged to the City was reduced (per agreement with the City) based on a future planned movement of the truck to Yorba Linda. The future movement of the truck is dependent upon OCFA locating a site to build a new/replacement Fire Station #10 in Yorba Linda which can accommodate the truck. Site selection remains underway, and as a result, the City of Placentia is receiving the benefit of the truck being located within city boundaries, without inclusion of the cost in the city’s service charge. Responsibility to make this change happen is wholly upon OCFA, but in the meantime, Placentia is benefitting. If Placentia were a new city coming to OCFA

for a service proposal (much like the City of Garden Grove), below is the cost that would be quoted to the City, compared to the actual price that the City is paying.

Fire Station	Apparatus	FF	FF/PM	FAE	FC	FC/PM	Total Staff	Station Maint.	Vehicle Repl.	Total Truck & Engine Costs, Stn Maint. and Vehicle Repl. per Station
34	Truck	6		3	3		12	15,000	73,466	3,496,414
	Paramedic Engine	3	3	3		3	12		35,861	3,556,383
35	Paramedic Engine		6	3	3		12	15,000	35,861	3,556,383
<b>2 Stations</b>	<b>3 Apparatus</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>6</b>	<b>3</b>	<b>36</b>	<b>30,000</b>	<b>145,188</b>	<b>\$10,609,180</b>
<b>Contract Price Charged to Placentia</b>										<b>\$6,086,613</b>
<b>Annual Cost Savings to Placentia (funded by OCFA)</b>										<b>(\$4,522,567)</b>

Below is the same cost comparison, updated to reflect the future service configuration for the City once the truck is moved to Yorba Linda Fire Station #10.

Fire Station	Apparatus	FF	FF/PM	FAE	FC	FC/PM	Total Staff	Station Maint.	Vehicle Repl.	Total Truck & Engine Costs, Stn Maint. and Vehicle Repl. per Station
34	Paramedic Engine	3	3	3		3	12	15,000	35,861	3,556,383
35	Paramedic Engine		6	3	3		12	15,000	35,861	3,556,383
<b>2 Stations</b>	<b>2 Apparatus</b>	<b>3</b>	<b>9</b>	<b>6</b>	<b>3</b>	<b>3</b>	<b>24</b>	<b>30,000</b>	<b>71,722</b>	<b>\$7,112,766</b>
<b>Contract Price Charged to Placentia</b>										<b>\$6,086,613</b>
<b>Annual Cost Savings to Placentia (funded by OCFA)</b>										<b>(\$1,026,153)</b>

For higher-level management of the City's fire services and station personnel, an assigned Division Chief serves as the local Fire Chief to the City. In addition, three Battalion Chiefs (one BC for each of three 24-hour shift schedules) provide daily management of station personnel and activities.

#### **Premier Specialty Operations w/ Premier Staff**

The OCFA has premier specialty equipment, funded by regional property tax dollars with no charge to contract cities such as Placentia, yet these resources always remain available to serve all OCFA members when needed. The personnel assigned must maintain specialized certifications to enable them to operate the specialty equipment. Premier emergency response equipment and training within OCFA's regional system includes:

- Hazardous Material Response Team (HMRT)
- Heavy Rescue Vehicle

- Swift Water Rescue Team
- Urban Search and Rescue Trucks
- Water Tenders
- Special Event Paramedic Van
- Firefighting Foam Tender
- Mass Casualty Unit
- Bull Dozers
- Light and Air Units
- Designated Safety Officers

### **Community Risk Reduction (CRR) Services**

Community Risk Reduction is a full-service fire prevention department that provides plan review, development review, annual inspections, special activities, state mandate inspections and handles citizen complaints. The City also has Planning and Development plans analyst liaison with the backing of eight additional plan reviewers. Our plan review turnaround times are a guaranteed 10 days or sooner, 90% of the time.

In addition to prevention services, OCFA provides a full-service Fire Investigations section, with 7 investigators and 1 police officer. The team enjoys a great working relationship with the Placentia Police Department.

Per OCFA Board policy, the majority of CRR services are funded through cost recovery fees. Since CRR services are primarily directed to businesses, developers, architects, and contractors, the fees are charged to the business community and not to individual homeowners and residents. The CRR fees charged to the business community qualify as a business expense.

### **Additional Services Provided to the City of Placentia**

- Human Resources services including recruitment, testing, selection, employee records, labor negotiation, discipline, grievances, ADA compliance, OSHA, benefits management
- Compliance Training for FMLA, FLSA, Sexual Harassment and EEOC
- Risk Management & Worker's Compensation Management
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- Equipment and Supplies purchase, inventory management, repair and delivery
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- Paramedic continuing education services, including a Medical Director on staff

- Quality Assurance Programs
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- Disaster Planning and Coordination
- Financial Management, Budgeting, and Payroll

### **Benefits of Partnership with OCFA**

The Orange County Fire Authority enhances services to the citizens of Placentia and increases efficiencies within the City. OCFA's full service fire education, prevention and emergency response brings with it a full support network and eliminates the workload for other city departments that would otherwise require support. The support network includes Training/Safety and EMS Sections that provide in-house certifications and enhancement, skills maintenance, and 24/7 safety officer coverage during incidents. These support functions ensure that a high level of service is provided to our residents. Other service enhancements include our depth of resources, specialized resources, a dedicated fire prevention program, dedicated fire dispatchers, and a comprehensive public education program. These are standard in our regional system and are included in the contract price.

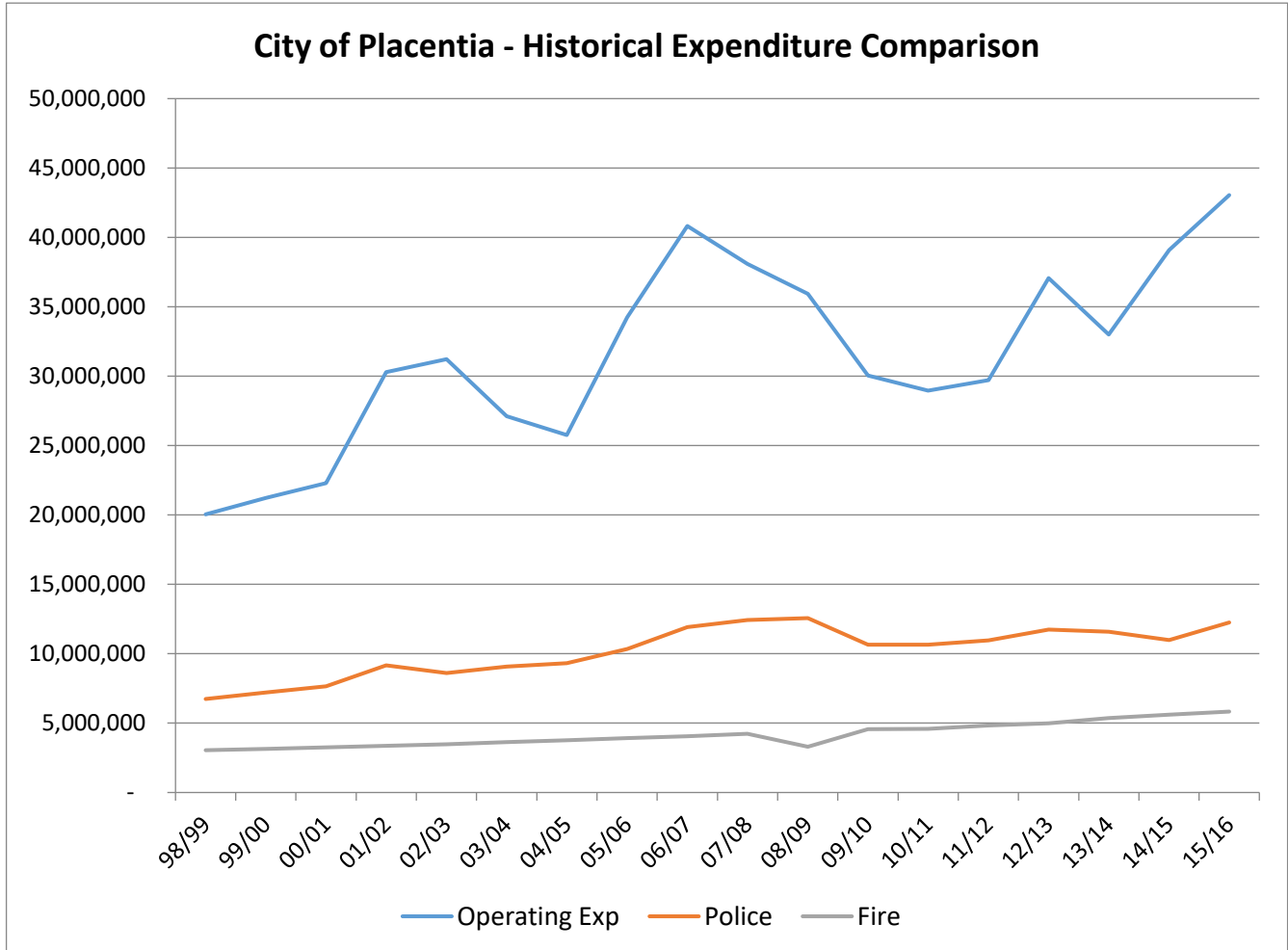
Additional benefits include:

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- Central recruitment and hiring, personnel management, and benefit coordination
- Common Radio System within Orange County
- Response compatibility with other Orange County Fire Departments
- Active participation and coordination with all Orange County city fire agencies
- Alternate regional coordinator for OES Area 1



### **Historical Expenditure Comparison**

The chart below provides an illustration of the historical expenditures for the City of Placentia from FY 1998/99 to FY 2015/16, based on the data that the City files each year with the State Controller. As illustrated, the cost for fire protection and emergency medical services (EMS) remains relatively constant throughout the years.



Note: Data is from the City's Annual Reports filed with the State Controller's Office, Statement of Expenditures - available thru FY 2015/16 only as of 06/18/18.

### **History of Annual Increase**

The following table show the 10-year average increase in Placentia's cash contract city charge, including annual catch-up payments which will no longer be included after FY 2019/20. Although the cap on annual increases is 4.5% *plus* catch-up payments, the actual experience shows that the average annual increase, including the catch-up payments, has been 3.88%.

<b>Fiscal Year</b>	<b>% Increase</b>
2009/10	4.00%
2010/11	2.95%
2011/12	5.44%
2012/13	3.65%
2013/14	3.02%
2014/15	6.10%
2015/16	3.80%
2016/17	0.32%
2017/18	4.05%
2018/19	5.51%
<b>10-Yr. Avg.</b>	<b>3.88%</b>

### **Cost Exposures Associated with Returning to a City Fire Department Structure**

It may be helpful to the City to consider the costs the City might face in the event of a transition back to a City Fire Department (FD) structure. While not an exhaustive list, the following are some key areas of consideration:

#### **Ownership of Emergency Apparatus**

Under the OCFA Amended Joint Powers Agreement (JPA) and Fire Services Agreement (FSA) with the City, OCFA owns the emergency apparatus and support vehicles serving the City. If Placentia were to withdraw from OCFA and return to a City FD structure, the FSA calls for OCFA to perform an accounting of vehicle replacement contributions received from the City vs. the cost of funds spent by OCFA to maintain and replace vehicles serving the City. If that accounting shows an excess of contributions over costs, the amount will be refunded to the City; however, OCFA will still own the vehicles. Furthermore, prior to the 2010 JPA renewal, there were years in which Placentia (and other contract cities) were not paying contributions towards vehicle replacement, due to the structure of the cap on contract increases at the time. During those years, OCFA continued to replace and maintain vehicles assigned to Placentia, without regard to collection of vehicle contributions. As a result, it is unlikely that a refund of excess contributions would be available.

#### **Communications and Other Equipment**

OCFA owns all of the Communications and Information Technology equipment and systems installed in Placentia fire stations and vehicles, as well as all safety gear, firefighting equipment, rescue equipment, carried on the fire apparatus.

#### **Station Furnishings**

Details relating to ownership of station furnishings would require further research to determine what portion of furnishings were funded by the City's contract price and annual station maintenance fund.

### **Fire Personnel**

In the event of a transition back to a City FD, the City may be obligated to give OCFA employees currently serving in the City “first choice” for the city’s new firefighter positions, as nearly as possible at comparable ranks. However, OCFA would also seek to have vacancies available in other cities served by OCFA so that all OCFA personnel would have the option to remain with OCFA, or move to the new City FD, depending on their preference.

### **Notice of Withdrawal**

The term of the City’s Agreement with OCFA is governed by Article VII of the JPA (Withdrawal and Addition of Members), as amended on 7/1/2010. Specifically, Section 1B (1) provides as follows:

- (1) Any City may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

In order to amend the JPA deadline, two-thirds of the member agencies of the OCFA (two thirds of the City Councils and Board of Supervisors, not their OCFA Board representatives) would need to approve the amendment.

### **Effect of Notice of Withdrawal on Board Membership**

Under Article VII, Section C of the OCFA Amended JPA Agreement, a city’s representative is removed from the Board of Directors when the city delivers notice of withdrawal. Removal from the Board would occur upon delivery of the notice, e.g., before the withdrawal notice becomes effective in 2020:

“C. Removal from Board After Notice of Withdrawal. In the event a notice of withdrawal is given by a city, or deemed to be given, that city’s representative shall be removed from the Board of Directors.” (Amended JPA Agreement, Art. VII. Section C.)

In addition, the Amended JPA Agreement provides that, if a withdrawing city later wishes to rescind its withdrawal notice, the rescission would require the approval of the OCFA Board. (See Amended JPA Agreement, Art. VII. Section D.)

### **Pension Obligations**

As a member of OCFA, the City benefits from the Fire Authority’s Accelerated Pension Paydown Plan. This Plan was implemented in 2013, and in the five years since implementation, funding of OCFA’s pension plan has improved from 65.00% to 78.67%. Voluntary dollars paid to reduce the unfunded pension liability have generated over \$11.5 million in savings during this five-year period. As a contract partner with OCFA, the City benefits from the interest savings that have been generated, as well as the benefits of a secure and well-funded pension plan for fire personnel. Furthermore, the City is able to avoid cost exposures that might otherwise be faced if its fire personnel were in PERS.

Finally, although it has not yet been approved, AB 1912 would impose on the member agencies of OCFA (as with all joint powers authorities) liability for an allocated share of the OCFA’s unfunded actuarial liability. As currently drafted, that liability would be apportioned among current and former members of the OCFA, so withdrawing from the Authority would not avoid this requirement if AB 1912 is adopted in its current form.



# ORANGE COUNTY FIRE AUTHORITY

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

Brian Fennessy, Fire Chief

(714) 573-6000

[www.ocfa.org](http://www.ocfa.org)

February 26, 2019

Jeannette Ortega (via email: [fireemsinfo@placentia.org](mailto:fireemsinfo@placentia.org))  
Assistant to the City Manager  
City of Placentia

Greetings Ms. Ortega:

***RE: City of Placentia - Proposals for Fire & Emergency Medical Services***

The Orange County Fire Authority (OCFA) has carefully considered the City's Request for Proposals for 9-1-1 Advanced Life Support Emergency Medical Services, RFP 2018-01 and Request for Proposals for Fire Protection Services, RFP 2018-02, both dated December 20, 2018 (collectively, the "RFPs").

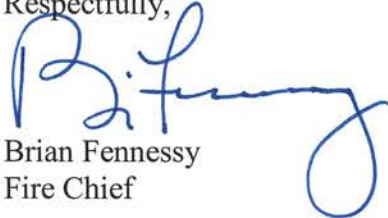
As you know, the OCFA is a regional fire and emergency medical services provider, governed by the Amended Joint Powers Authority Agreement (JPA) and Board-established policies. Pursuant to the JPA, the OCFA has entered into Fire & Emergency Medical Services Agreements with each of its member agencies committing that "The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries." In reviewing the City of Placentia's RFP specifications, we found that several of the requirements in the RFPs conflict with the OCFA's JPA, Fire & Emergency Medical Services Agreements, and Board-established policies (see Attachment 1 for examples). As a result, we must respectfully decline to submit proposals specific to both RFPs.

As an alternative to the form of services suggested by the City in its RFPs, I would be pleased to propose and recommend that the OCFA Board of Directors reinstate the City of Placentia as a full member agency, with all the protections and services that accompany OCFA membership under the terms of the OCFA's JPA and Fire & Emergency Medical Services Agreements, including but not limited to voting representation on the OCFA Board. Should the City pursue our proposal to remain a member of the Fire Authority, the City could benefit from continued high-caliber and comprehensive fire and emergency medical services. Placentia has enjoyed the professional and regional services provided by OCFA for the past 39 years, starting its contractual partnership with the Orange County Fire Department in May 1980 (prior to formation of the OCFA as a successor agency). Details relating to OCFA's services to Placentia, along with the cost-benefits the City currently enjoys by being in partnership with the OCFA, are provided in Attachment 2.

*Jeannette Ortega*  
*City of Placentia*  
*February 26, 2019*  
*Page 2 of 2*

The OCFA stands ready to serve the City of Placentia, with professionalism and seamless continuity of services, should the City conclude that its fire and emergency medical services are best fulfilled by the Orange County Fire Authority. If you have any questions, please contact me at (714) 573-6010.

Respectfully,

A handwritten signature in blue ink, appearing to read "B. Fennessy", with a large, stylized loop at the end.

Brian Fennessy  
Fire Chief

Attachments

cc: OCFA Board of Directors  
OCFA Executive Management  
David Kendig, OCFA General Counsel



## Attachment 1

### **Orange County Fire Authority Placentia RFP Specifications & OCFA JPA Requirements**

Several of the requirements in the City of Placentia's RFPs are inconsistent with the OCFA's Amended Joint Powers Authority Agreement and Board-established policies as detailed below:

1. The following examples reference the Fire Services RFP:
  - a. Page 22: The proposal must provide for "the professional management and operational control of the fire department following the level of service and policies established by the City." Individual authority for cities to direct Fire Authority policies or level of service is inconsistent with:
    - i. The OCFA JPA Agreement, that vests in the OCFA Board the policy decision authority; and
    - ii. The Fire Services and Emergency Medical Services Agreement OCFA has entered with each of its member agencies committing that "The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries," and
    - iii. The OCFA policy that the Fire Chief and Authority Management develop and implement the OCFA level of service, and the full Board approves the OCFA level of service. (OCFA Board Resolution 2017-02, approving "Roles/Responsibilities/ Authorities" matrix, p. 1 of 9.)
  - b. Page 23 – Designation of the Bradford Fire Station as a "Must cover" station requiring a cover engine to be dispatched to the station or off-duty personnel to be called back to cover the station, or volunteers to be activated, "any time the staffed apparatus is committed to an emergency or activity." This is inconsistent with the level of service provisions identified above, which vest such control in the OCFA Board and Chief, not individual cities.
  - c. Page 24 – "The City's fire protection service provider will not be a first responder to medical emergencies." This is inconsistent with the Fire Services and Emergency Medical Services Agreement OCFA has entered with each of its member agencies committing that OCFA "shall provide ... emergency medical, rescue and related services". (Agreement, §3 (a).) As a regional service provider committed to each of its agencies to deliver the same general level of service to all of its members, such a gap in emergency medical services could indirectly have adverse effects on the OCFA's commitments to neighboring city members.
  - d. Page 27: "At no time shall the Proposer's existing work rules or memorandums of understanding with its employees impede the Proposer's ability to deliver the services in the manner and cost structure required by the City and as determined by the City." This section is inconsistent with MOUs between OCFA and its labor associations. Furthermore, it is inconsistent with the JPA Agreement to the extent it:
    - i. purports to limit the OCFA Board's authority to "determine compensation and working conditions and negotiate contracts with employees and employee organizations." (Amended JPA Agreement, § 4.D.) Or
    - ii. is inconsistent with the service charge provisions (including the provisions regarding changes in services charges and cap on annual increases). (Amended JPA Agreement, Art. IV, §§ 3.B., 3.E., 3.F.)

## Attachment 1

### **Orange County Fire Authority Placentia RFP Specifications & OCFA JPA Requirements**

- e. Page 27: "Proposers shall also offer in their proposals recommended criteria for the establishment of financial penalties when service delivery criteria are not being met." As summarized above, service levels are determined by, and subject to adjustment at the discretion of, the Board, not individual members.
  - f. Page 28: The annual cost proposal "shall be a fixed amount for the first three (3) years..." and capped thereafter based on a local CPI. The OCFA Amended JPA Agreement contains binding provisions about the determination of service cost increases, caps, and spreading amounts that exceed those caps over a number of years. Fixing the costs for three years for one member would be inconsistent with the agreed-upon service-charge provisions by which all other OCFA members are governed.
  - g. Page 29: "All such initial service fee schedules and any future adjustments to such fees, shall be contingent on formal approval and act of the [Placentia] City Council." Requiring approval of fees (other than paramedic or ambulance fees) by an individual member agency's City Council is inconsistent with the grant of authority to the OCFA and its Board to "levy and collect payments and fees for services, provided that paramedic or ambulance user fees shall be approved by the member(s) affected." (Amended JPA Agreement, Art. I, § 4.N.)
2. The following example references the RFP for Emergency Medical Services:
- a. Page 16: Section 9, titled "City's intent for a Zero City-Subsidy EMS Service Model" indicates that "the City has incorporated several revenue generating models into this RFP with the intent to mitigate or minimize the need for the City's 9-1-1 ALS service provider to receive an annual operating subsidy to fully fund the required operations performed by the service provider under a resultant agreement." This section is inconsistent with the Amended JPA Agreement terms discussed above.

Attachment 2

# ORANGE COUNTY FIRE AUTHORITY

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## Summary of Services & Partnership City of Placentia

February 26, 2019



The OCFA provides comprehensive services to the City of Placentia, which extend well beyond the basic frontline staffing of stations. We are proud of our partnership with Placentia and remain ready to assist the City with specialty needs, upon request. Details of our comprehensive services are provided below.

**Primary OCFA Stations Serving the City of Placentia**

The City of Placentia receives regional fire and emergency services from all OCFA stations and resources; however, the primary stations routinely serving the City include two stations within city jurisdictional boundaries (Stations 34 and 35).

The OCFA calculates staffing costs per truck or engine in an all-inclusive manner. Calculated costs include all elements required to provide comprehensive fire services, including salary, employee benefits, services, supplies, operational support, and administrative overhead. Since the City already enjoys its partnership with the OCFA, there are no start-up costs to be incurred by the City remaining a member with OCFA. The costing methodology (termed "Truck & Engine Company Costs") includes the following components:

- **Direct Labor** – Includes direct salary and benefit costs for frontline positions, which include captains, engineers, and firefighters assigned in the City.
- **Direct Support** – Includes a proportional share of salary and benefit costs associated with direct operational support. Examples of direct operational support include Dispatchers, Battalion Chiefs, Division Chiefs, Training and EMS personnel.
- **Services & Supplies** – Includes a proportional share of costs for services and supplies such as uniforms, turnout gear, hoses, foam, and breathing apparatus.
- **Overhead/Indirect Support** – Includes a proportional share of salary, benefits, services and supplies associated with indirect administrative support, such as Human Resources, Purchasing, Finance, and Information Technology.
- **Station Maintenance** – Includes funding to make minor improvements to stations per year, with a goal of reducing long-term capital costs for the City through proactive maintenance.
- **Vehicle Depreciation/Replacement** – Includes funding for annual depreciation of emergency apparatus assigned within the City. *These emergency vehicles are replaced by OCFA whenever needed, based on mileage and useful life, without regard to how much funding has been received from the City through the annual contract charge. To date, costs incurred by the OCFA for emergency apparatus serving the City have exceeded payments that OCFA has collected from the City by \$832,310.*

Below are details for the primary stations and staffing serving Placentia, along with Truck and Engine Cost allocations for these resources, compared to the current contract price being charged to the City.

### **Fire Stations and Frontline Staffing**

Below is the current staffing being provided to the City of Placentia, which includes two paramedic engines and one truck. During FY 2016/17 and 2017/18, the price charged to the City was reduced (per agreement with the City) based on a future planned movement of the truck to Yorba Linda. The future movement of the truck is dependent upon OCFA locating a site to build a new/replacement Fire Station #10 in Yorba Linda which can accommodate the truck. Site selection remains underway, and as a result, the City of Placentia is receiving the benefit of the truck being located within city boundaries, without inclusion of the cost in the city's service charge. Responsibility to make this change happen is wholly upon OCFA, but in the meantime, Placentia is benefitting. If Placentia were a new city coming to OCFA for a service proposal, below is the cost that would be quoted to the City, compared to the actual price that the City is paying.

Fire Station	Apparatus	FF	FF/PM	FAE	FC	FC/PM	Total Staff	Total Truck & Engine Costs, Station Maintenance, and Vehicle Replacement per Station
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2 Stations	3 Apparatus	9	9	9	6	3	36	\$11,170,310
Contract Price Charged to Placentia								\$6,428,409
Annual Cost Savings to Placentia (funded by OCFA)								(\$4,741,901)

Below is the same cost comparison, updated to reflect the future service configuration for the City once the truck is moved to Yorba Linda Fire Station #10.

Fire Station	Apparatus	FF	FF/PM	FAE	FC	FC/PM	Total Staff	Total Truck & Engine Costs, Station Maintenance, and Vehicle Replacement per Station
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2 Stations	2 Apparatus	3	9	6	3	3	24	\$7,518,266
Contract Price Charged to Placentia								\$6,428,409
Annual Cost Savings to Placentia (funded by OCFA)								(\$1,089,857)

For higher-level management of the City's fire services and station personnel, an assigned Division Chief serves as the local Chief to the City. In addition, three Battalion Chiefs (one BC for each of three 24-hour shift schedules) provide daily management of station personnel and activities.



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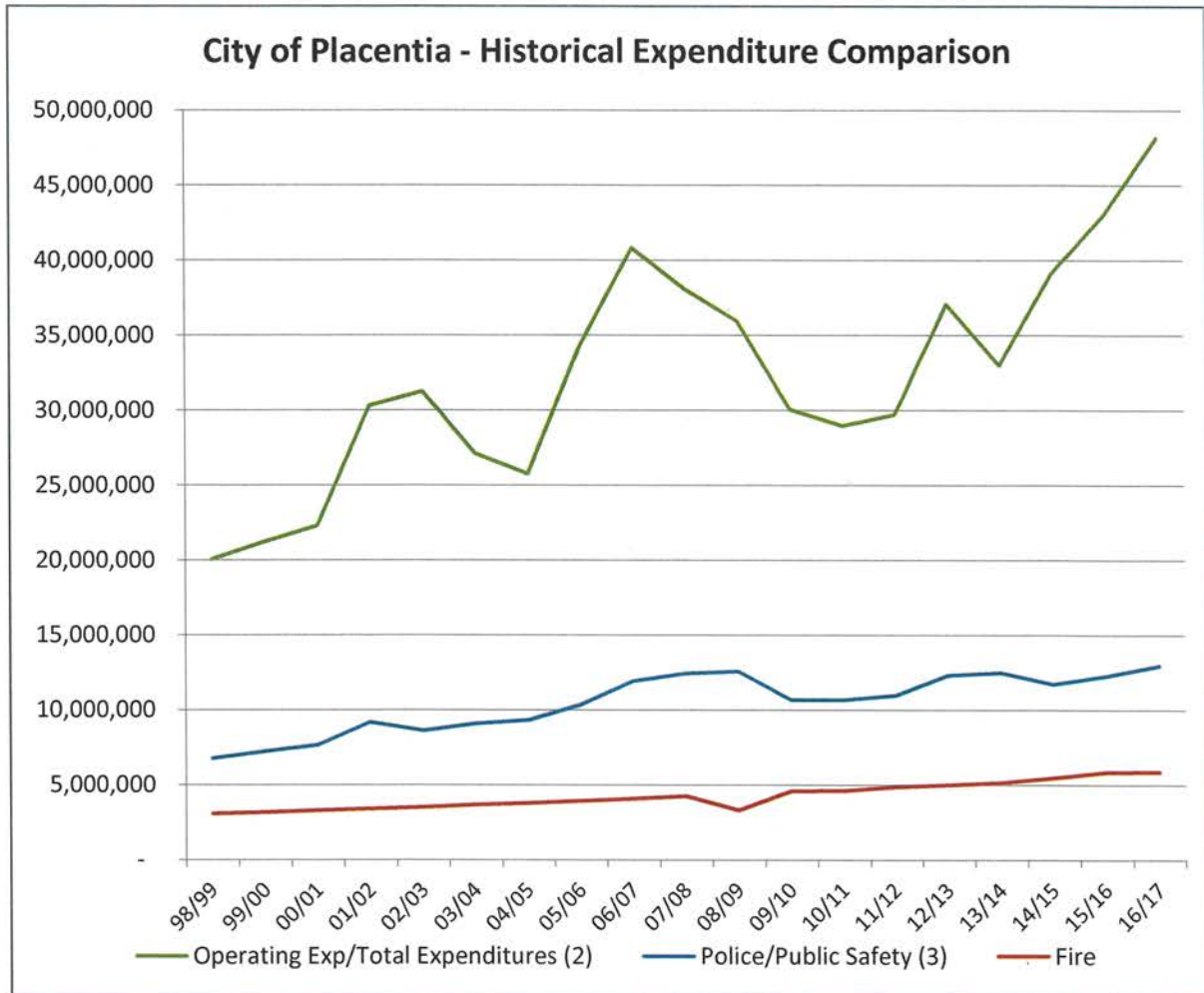
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### Historical Expenditure Comparison

The chart below provides an illustration of the historical expenditures for the City of Placentia from FY 1998/99 to FY 2016/17, based on the data that the City files each year with the State Controller. As illustrated, the cost for fire protection and emergency medical services (EMS) remains relatively constant throughout the years.



Note:

Data is from the City's Annual Reports filed with the State Controller's Office, Statement of Expenditures – data is currently only available thru FY 2016/17.

### **History of Annual Increase**

The following table show the 24-year average increase in Placentia's cash contract city charge, including annual catch-up payments that began in 2010/11 and which will no longer be included after FY 2019/20. Although the cap on annual increases is 4.5% *plus* catch-up payments, the actual experience shows that the average annual increase since formation of the OCFA has been 3.51%.

<b>Fiscal Year</b>	<b>% Increase</b>
1995-96	2.33%
1996-97	0.56%
1997-98	2.50%
1998-99	3.43%
1999-00	3.00%
2000-01	3.50%
2001-02	3.50%
2002-03	3.50%
2003-04	3.50%
2004-05	3.50%
2005-06	4.00%
2006-07	4.00%
2007-08	4.00%
2008-09	4.00%
2009-10	4.00%
2010-11	2.95%
2011-12	5.44%
2012-13	3.65%
2013-14	3.02%
2014-15	6.22%
2015-16	3.80%
2016-17	0.32%
2017-18	4.05%
2018-19	5.51%
<b>24-Yr. Avg.</b>	<b>3.51%</b>

### **Cost Exposures Associated with a Change in Fire Service Structure**

It may be helpful to the City to consider the costs the City might face in the event of a transition back to a City Fire Department (FD) structure or other fire service structure. While not an exhaustive list, the following are some key areas of consideration:

#### **Ownership of Emergency Apparatus**

Under the OCFA Amended Joint Powers Agreement (JPA) and Fire Services Agreement (FSA) with the City, OCFA owns the emergency apparatus and support vehicles serving the City. If Placentia were to withdraw from OCFA and return to a City FD structure or other fire service structure, the FSA calls for OCFA to perform an accounting of vehicle replacement contributions received from the City vs. the cost of funds spent by OCFA to maintain and replace vehicles serving the City. If that accounting shows an excess of contributions over costs, the amount will be refunded to the City;

however, OCFA will still own the vehicles. Prior to the 2010 JPA renewal, there were years in which Placentia (and other contract cities) were not paying contributions towards vehicle replacement, due to the structure of the cap on contract increases at the time. During those years, OCFA continued to replace and maintain vehicles assigned to Placentia, without regard to collection of vehicle contributions. As a result, costs incurred by the OCFA for emergency apparatus serving the City have exceeded payments that OCFA has collected from the City by \$832,310.

#### **Communications and Other Equipment**

OCFA owns all of the Communications and Information Technology equipment and systems installed in Placentia fire stations and vehicles, as well as all safety gear, firefighting equipment, rescue equipment, carried on the fire apparatus.

#### **Pension Obligations**

As a member of OCFA, the City benefits from the Fire Authority's Accelerated Pension Paydown Plan. This Plan was implemented in 2013, and in the five years since implementation, funding of OCFA's pension plan has improved from 65.00% to 78.67%. Voluntary dollars paid to reduce the unfunded pension liability have generated over \$18 million in savings during this five-year period. As a contract partner with OCFA, the City benefits from the interest savings that have been generated, as well as the benefits of a secure and well-funded pension plan for fire personnel. Furthermore, the City is able to avoid cost exposures that might otherwise be faced if its fire personnel were in PERS.



## Zeller, Lori

---

**From:** Zeller, Lori  
**Sent:** Wednesday, June 05, 2019 11:35 AM  
**To:** 'koleary@placentia.org'  
**Cc:** Wentz, Sherry  
**Subject:** Mutual/Automatic Aid Letters - June 4, 2019 Power-Point Presentation - Fire & EMS Services

Good Morning –

Could you please send me copies of the Letters of Intent that are listed in the City's Fire Services Proposal as being contained in Tab E-1 of the Proposal? Also, please send me copies of the 4 letters that are depicted on slide 91 of the PPT presentation from last night (unless these are the same as the ones provided with Tab E-1). Thank you!



### Lori Zeller

Deputy Chief, Administration & Support Bureau  
Orange County Fire Authority  
Office: 714.573.6020

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

**Zeller, Lori**

---

**From:** O'Leary, Karen <koleary@placentia.org>  
**Sent:** Friday, June 07, 2019 11:03 AM  
**To:** Zeller, Lori  
**Cc:** Wentz, Sherry; Fennessy, Brian  
**Subject:** Re: Mutual/Automatic Aid Letters - June 4, 2019 Power-Point Presentation - Fire & EMS Services

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---

Good Morning Lori,

This email serves as confirmation of your request received via email on June 5, 2019. Government Code Section 6253(c) states that within ten (10) days from receipt of the request, the agency will determine whether the request, in whole or in part, is in the possession of the agency. We will inform you on or before June 17, 2019 of responsive records.

Thank you,

Karen O'Leary, Deputy City Clerk  
City of Placentia

---

**From:** Zeller, Lori <LoriZeller@ocfa.org>  
**Sent:** Friday, June 7, 2019 10:30 AM  
**To:** O'Leary, Karen  
**Cc:** Wentz, Sherry; Fennessy, Brian  
**Subject:** RE: Mutual/Automatic Aid Letters - June 4, 2019 Power-Point Presentation - Fire & EMS Services

Hi, I'm just following up. Can you please confirm receipt of my request and advise if I need to submit something more formal in the form of a PRA request? Or are these records already available on the Placentia Fire website? I did search but was unable to locate the contents of Tab E-1 on that site.

---

**From:** Zeller, Lori  
**Sent:** Wednesday, June 05, 2019 11:35 AM  
**To:** 'koleary@placentia.org' <koleary@placentia.org>  
**Cc:** Wentz, Sherry <sherrywentz@ocfa.org>  
**Subject:** Mutual/Automatic Aid Letters - June 4, 2019 Power-Point Presentation - Fire & EMS Services

Good Morning –

Could you please send me copies of the Letters of Intent that are listed in the City's Fire Services Proposal as being contained in Tab E-1 of the Proposal? Also, please send me copies of the 4 letters that are depicted on slide 91 of the PPT presentation from last night (unless these are the same as the ones provided with Tab E-1). Thank you!

**Zeller, Lori**

---

**From:** Carri, Blake <bcarri@placentia.org>  
**Sent:** Monday, June 17, 2019 5:39 PM  
**To:** Zeller, Lori  
**Cc:** Ramirez, Rosanna; O'Leary, Karen  
**Subject:** PRR-2019-168  
**Attachments:** We sent you safe versions of your files; PRR-2019-168.pdf

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Good Afternoon Ms. Zeller,

The City of Placentia is in receipt of your public records request dated June 5, 2019.

The City requires additional time to produce any disclosable records. We will return a determination and/or the disclosable records to you no later than Monday, July 1, 2019.

If you require further assistance, please contact our office at (714) 993-8231. Our office hours are Monday through Thursday from 7:30 a.m. - 6:00 p.m.

Thank you,

**Blake Carri** | Interim Office Assistant | Administration  
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870  
Phone: (714) 993-8142 Email: bcarri@placentia.org



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**Zeller, Lori**

---

**From:** Zeller, Lori  
**Sent:** Tuesday, June 18, 2019 4:08 PM  
**To:** 'Carri, Blake'  
**Cc:** Ramirez, Rosanna; O'Leary, Karen; Wentz, Sherry; Fennessy, Brian; David Kendig (DKendig@wss-law.com)  
**Subject:** RE: PRR-2019-168

Good afternoon, Mr. Carri -

This follows up on your email below. Please provide the requested documents before 6:00 today, as we wish to review them before the City Council's discussion of a related agreement this evening.

Your response below appears to misunderstand the legal deadline that applies to my request. The records that I requested on June 5<sup>th</sup> were due "without delay", rather than ten or more days after the request, because my request seeks records that were already provided to your City Council for consideration at the last Council meeting. (According to the City Council Staff Report, Attachment 3 [City's Final Draft Proposal], page 41, the letters of intent are in Binder 2 of the materials provided to the Council at Tab E-1.)

Pursuant to the Brown Act, any written materials, when distributed to a majority of a legislative body in connection with a matter subject to discussion "are disclosable public records ... and shall be made available upon request without delay." Cal. Gov't Code sec. 54957.5(a). This rule is to ensure that the public has immediate access to records that are the subject of City Council discussion so the public has the opportunity to review and comment upon those materials upon which Council decisions may be based. I respectfully request that you please provide the requested materials immediately, or acknowledge in writing that they do not exist.

Thank you, and I look forward to your response without further delay.

Lori Zeller, Deputy Chief  
Administration & Support Bureau

**From:** Carri, Blake [mailto:bcarr@placentia.org]  
**Sent:** Monday, June 17, 2019 5:39 PM  
**To:** Zeller, Lori <LoriZeller@ocfa.org>  
**Cc:** Ramirez, Rosanna <r Ramirez@placentia.org>; O'Leary, Karen <koleary@placentia.org>  
**Subject:** PRR-2019-168

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Good Afternoon Ms. Zeller,

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The City requires additional time to produce any disclosable records. We will return a determination and/or the disclosable records to you no later than Monday, July 1, 2019.

If you require further assistance, please contact our office at (714) 993-8231. Our office hours are Monday through Thursday from 7:30 a.m. - 6:00 p.m.

Thank you,

**Blake Carri** | Interim Office Assistant | Administration  
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870  
Phone: (714) 993-8142 Email: [bcarri@placentia.org](mailto:bcarri@placentia.org)



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**Orange County Fire Authority**  
**Supplemental Review**  
**Placentia “Citywide Fire Protection & EMS” Documents**  
**June 19, 2019**

Attachment 3 / Exhibit F

<b>Service Element</b>	<b>OCFA</b>	<b>Placentia Fire &amp; EMS</b>
Total Staffing to Cover Three Shifts – Frontline Career Fire Personnel	36	18
Dedicated, Specialty-Trained Professional Fire Training Officers, Arson Investigators, Community Educators, Nurse Educators, and Fire Prevention Personnel	Included	Additional/unquantified cost
Dedicated Medical Doctor – Oversight of Paramedic Services & EMD	Included	Additional/unquantified cost
Computer Aided Dispatch (CAD) & Ongoing CAD Maintenance	Included	Additional/unquantified cost
CAD to CAD Interface with the Ambulance Company	Included	Additional/unquantified cost
Emergency Medical Dispatch (EMD) Program Software	Included	Additional/unquantified cost
EMD Training (initial and ongoing training)	Included	Additional/unquantified cost
EMD Continuous Quality Improvement (CQI) (Staff time)	Included	Additional/unquantified cost
EMD Liability and Medical Oversight	Included	Additional/unquantified cost
Fire Protection Engineering Services	Included	Additional/unquantified cost
Hazmat Response – Joint Powers Agreement Members	Included	Additional/unquantified cost
Contract for Fire Chief	Included	Additional/unquantified cost
Contract for New Firefighter Recruit Academies	Included	Additional/unquantified cost
Automatic/Mutual Aid Agreements (Imposition of fees for service will need to be considered since Reciprocal services from Placentia are unlikely)	Included	Additional/unquantified cost
Specialty Resources (Mass Casualty Unit, Water Tenders, Firefighting Foam Tender, Light and Air Units, Designated Safety Officers)	Included	Not addressed
Hazardous Substance Reporting, Community Right to Know (EPCRA)	Included	Not addressed
State Mandated Inspection Services (Care Facilities, Schools, Assemblies, Housing, Detention)	Included	Additional/unquantified cost
Disaster Planning and Coordination	Included	Not addressed
Compliance Training (FMLA, FLSA, EEOC, Harassment)	Included	Not addressed
Risk Management & Workers Compensation Management	Included	Not addressed
Ongoing Purchasing, Maintenance, Repairs, Replacement, Inventory Management, Fire/Emergency Vehicles, Uniforms, Personal Protective Equipment, Emergency Communications Equipment, Station Supplies	Included	Not addressed
<b>OCFA Cost for Comprehensive, All-Inclusive Services</b> (FY 2021/22, the 1 <sup>st</sup> year which eliminates city start-up costs)	\$7,429,487	
<b>Placentia Fire/EMS – <u>Partial</u> Costs</b> (FY 2021/22, excluding numerous services with unquantified costs)		\$5,706,131
<b>Placentia Fire/EMS Cost for Comparable, All-Inclusive Services</b> (FY 2021/22, including all services for proper comparison to OCFA)		<b>Unquantified &amp; Undisclosed Cost Exposure</b>

06/27/19 BOD Meeting



June 27, 2019

The Honorable Joseph Muller, Chairman  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, California 92602

**RE: AGENDA ITEM 5A – PLACENTIA FIRE AND EMERGENCY MEDICAL SERVICES**

Dear Chairman Muller:

As City Managers of Brea and Fullerton we ask that the Orange County Fire Authority Board of Directors respect the decision of the City of Placentia's City Council regarding their decision to implement the Placentia Fire and Life Safety Department.

As all of you are, or were, City Council members responsible for critical policy and program decisions for the betterment of your respective cities, you greatly understand the thoughtful and deliberate consideration the Placentia City Council put into their decision. Further, you also understand the obligation that a City Manager/Administrator has to ensure that a city is well run and positioned to best deliver services to its residents in the present day and into the future. It is with this mixture of care and consideration that we believe the City of Placentia is looking to redefine its fire and life safety services in order to, first and foremost, provide its residents with the quality services they expect along with the sustainability that a new model of delivery can provide.

Item 5A for your consideration tonight is a briefing from your Chief as to the actions the OCFA should take in the transition from serving the City of Placentia. We ask that you accept your Staff's report, receive future quarterly reports, and direct only action related to the transition of OCFA resources once your agreement with Placentia is complete. At this time, the City Council for Placentia has made their decision and it serves no one's best interest to contest their local decision.

As the City Managers of neighboring cities with independent fire departments, we look forward to ensuring that all fire and life safety services are delivered in the most beneficial, effective, and responsible manner. Along with Adam Loeser, Brea/Fullerton Fire Chief, we will monitor the implementation of Placentia's new service delivery model and work with the City if enhancements or changes are required to ensure continued safety from the quality fire and emergency medical response we know to exist in Orange County. We understand and greatly value the mutual aid agreements in existence, agreements which benefit the OCFA-served jurisdictions as well as our own. We all have an obligation to correct any imbalances in mutual aid provided to another agency. As neighboring cities, we will work with Placentia if any such imbalance occurs.

Thank you for your service on the Board of Directors, and thank you for supporting local decision making.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Gallardo".

Bill Gallardo  
City Manager  
City of Brea

A handwritten signature in blue ink, appearing to read "Kenneth A. Dornier".

Kenneth A. Dornier  
City Manager  
City of Fullerton

C: City Council  
Fire Chief Adam Loeser  
OCFA Chief Brian Fennessy

**Wentz, Sherry**

---

**From:** Wentz, Sherry  
**Sent:** Thursday, June 27, 2019 3:30 PM  
**To:** 'Jeff Buchanan'  
**Subject:** RE: Ocfa Public meeting letter for the board

Dear Mr. Buchanan,

As I explained in our phone conversation this afternoon, I will distribute your email at the Board dais for you on your behalf. We do not read written correspondence into record at the OCFA Board meetings.

Respectfully,



**Sherry Wentz**

Clerk of the Authority  
Orange County Fire Authority  
Office: 714-573-6041 | Fax: 714-368-8826

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

**From:** Jeff Buchanan <chieftreehugger1@gmail.com>  
**Sent:** Thursday, June 27, 2019 3:14 PM  
**To:** Wentz, Sherry <sherrywentz@ocfa.org>  
**Subject:** Ocfa Public meeting letter for the board

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Sherry Wentz  
Ocfa Clerk

Dear Miss Wentz, I am unable to make the board meeting today June 27<sup>th</sup>. I would like my statement to be read into the records during public comment. Thank you

My Name is Jeff Buchanan a long time resident of the city of Placentia

I am very alarmed at what chief Fennessy said during two public comments at Placentia city council meetings June 4<sup>th</sup> and June 18<sup>th</sup>. Chief Fennessy is telling untruths to the city of Placentia residents, to try and pressure the citizens and council to react. Trying to Instill fear into the community. I find it very interesting that The June 4<sup>th</sup> council meeting is the very first time he even talked to council. He comes to the podium saying look I am your Fire Chief and this is a bad Idea to start your own dept. Saying it will be understaffed with un trained non professional employees. Saying that the city currently has 36 fire fighters assigned to Placentia. That is not true. currently Yorba Linda has a truck stored and used from station 34 those men and that truck are assigned to the city of Yorba Linda. I had a talk with a previous chief who told me just that, and that as soon as a new station is built in Yorba Linda that truck and men are gone. The current staffing level of ocfa for Placentia is 24 not 36. In fact 82% of the calls for truck 34 were dispatched to Yorba Linda. Chief Fennessy said we won't have efficient staff to cover a first alarm fire take away truck 34 and ocfa doesn't either. Chief Fennessy said we're doing a public campaign; we are going to educate your community. Who Asked him to? We don't need a chief lying to the city to try and save the loss of the contract. You already lost it. I am your Fire chief he said,

where have you been for the last year. He refused to even speak to the city until the contract is lost. He says he's offended that as fire chief he wasn't asked to the process. Well how many calls should a customer make. No response from the chief. The city Administrator did what any NORMAL person would do. Reach out to experts in the field and gather information. Not the cities fault that the chief refused to meet with the very city he says he so concerned with. He says that we should be asking neighboring cities for proposals. What go against the brother hood and just see if they will give us a number? They did they gave us a BROTHERHOOD NUMBER. The chief knows that the Union has spoken to them and the pressure will be way to heavy on those depts. As well as the paramedic services offered from Emergency or Care. Decline to bid I wonder why. Of course, they will all deny any such thing has happened. Yeah Right. Does the Board of Directors condone Chief Fennessy actions? He is coming to our council meetings to try and instill fear in the citizens? Under who's authority does he do this? Does he need permission for such actions? Maybe from this board? Or is this just more of the UNION brotherhood?

The chief's actions are not excusable. He needs to know not all the public will fall for his untruthfulness.

He knows that private paramedic service model works because he worked with the city of San Diego for years with just that. Even two of those years as Chief of that department. If you want to reassign chief Fennessy to another city I am certainly fine with that. Comes to the city for the first time and like something out of a movie I am the new Chief and this is the way it should be. Time for Fennessy to cease and desist. I will not be bullied by a public servant. This OCFA Board needs to take disciplinary action with regards to Fennessys actions. In addition, He should be directed to give a public apology for such disregard of the community by telling us things that are not true.

I respectfully await your reply

Jeff Buchanan

06/27/19 BOD Meeting

**Wentz, Sherry**

---

**From:** Zeller, Lori  
**Sent:** Tuesday, June 25, 2019 3:32 PM  
**To:** Wentz, Sherry  
**Subject:** FW: PRR-2019-168  
**Attachments:** We sent you safe versions of your files; City of Fullerton.pdf; City of Orange.pdf; PRR-2019-168.pdf; City of Brea.pdf; City of Anaheim.pdf

Sherry – Please make copies of the below email transmittal and the four enclosed letters and have them available at the dais for the Thursday evening's Board meeting, marked as an addition to our Placentia staff report (Attachment 3, Exhibit E). Thanks!

**From:** Carri, Blake [mailto:bcarri@placentia.org]  
**Sent:** Tuesday, June 25, 2019 7:31 AM  
**To:** Zeller, Lori <LoriZeller@ocfa.org>  
**Cc:** Ramirez, Rosanna <rramirez@placentia.org>; O'Leary, Karen <koleary@placentia.org>; Robert McKinnell <rmckinnell@placentia.org>  
**Subject:** RE: PRR-2019-168

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Good Morning Ms. Zeller,

We received your public records request via email on June 5, 2019. We requested a 14-day extension for these records on June 17, 2019.

In your request you seek the following records:

- **Copies of the Letters of Intent listed in the City's Fire Services Proposal**

Attached please find responsive documents.

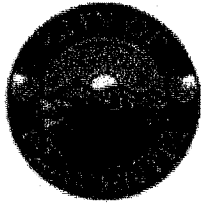
At this time your request is deemed complete.

Please don't hesitate to contact us if we can be of further assistance.

Thank you,

**Blake Carri** | Interim Office Assistant | Administration  
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870  
Phone: (714) 993-8142 Email: [bcarri@placentia.org](mailto:bcarri@placentia.org)





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**From:** Carri, Blake

**Sent:** Monday, June 17, 2019 5:39 PM

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

**Cc:** Ramirez, Rosanna <[rramirez@placentia.org](mailto:rramirez@placentia.org)>; O'Leary, Karen <[koleary@placentia.org](mailto:koleary@placentia.org)>

**Subject:** PRR-2019-168

Good Afternoon Ms. Zeller,

The City of Placentia is in receipt of your public records request dated June 5, 2019.

The City requires additional time to produce any disclosable records. We will return a determination and/or the disclosable records to you no later than Monday, July 1, 2019.

If you require further assistance, please contact our office at (714) 993-8231. Our office hours are Monday through Thursday from 7:30 a.m. - 6:00 p.m.

Thank you,

**Blake Carri** | Interim Office Assistant | Administration  
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870  
Phone: (714) 993-8142 Email: [bcarri@placentia.org](mailto:bcarri@placentia.org)



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**O'Leary, Karen**

---

**From:** Zeller, Lori <LoriZeller@ocfa.org>  
**Sent:** Wednesday, June 05, 2019 11:35 AM  
**To:** O'Leary, Karen  
**Cc:** Wentz, Sherry  
**Subject:** Mutual/Automatic Aid Letters - June 4, 2019 Power-Point Presentation - Fire & EMS Services

**Follow Up Flag:** Follow up  
**Due By:** Monday, June 10, 2019 2:00 PM  
**Flag Status:** Flagged

Good Morning –

Could you please send me copies of the Letters of Intent that are listed in the City's Fire Services Proposal as being contained in Tab E-1 of the Proposal? Also, please send me copies of the 4 letters that are depicted on slide 91 of the PPT presentation from last night (unless these are the same as the ones provided with Tab E-1). Thank you!

**Lori Zeller**

Deputy Chief, Administration & Support Bureau  
Orange County Fire Authority  
Office: 714.573.6020

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

*Rec'd 6/5/19 by email KO  
Due 6/17/19*



## CITY OF ANAHEIM OFFICE OF THE CITY MANAGER

February 22, 2019

Damien R. Arrula  
City Administrator  
City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870

**SUBJECT:** Letter of Intent to Enter into a Memorandum of Understanding for the Exchange of Fire, Rescue, and Emergency Medical Mutual and Automatic Aid Agreement Services Between the City of Placentia and the City of Anaheim

Dear Mr. Arrula:

As we are aware, the City of Placentia is currently soliciting competitive proposals for the provision of Fire Protection and 9-1-1 Advanced Life Support Emergency Medical Services. While the proposal process is ongoing and it is unknown at this time if the City will switch service providers or elect to provide these services on its own, the City must still ensure that provisions for mutual/automatic aid with our neighbors have been accounted for with any changes in service providers that may be implemented in the future.

The purpose of this Letter of Intent is to memorialize a commitment between both Cities to negotiate a Memorandum of Understanding for the exchange of fire, rescue, and emergency medical mutual and automatic aid agreements services. The City of Placentia envisions entering into an agreement with the City of Anaheim that is based on Anaheim's existing agreement with the Orange County Fire Authority to provide mutual and automatic aid to Placentia. The proposed agreement between our Cities would outline the amount and type of assistance we would provide each other's communities and include other items such as fire incident reporting, training, operational command and paramedic charges.

The City of Anaheim values Placentia as a neighbor and partner in providing quality public safety services to our respective communities. With our approvals noted below, both Cities agree to negotiate a successful and mutual beneficial mutual and automatic aid agreement.

Sincerely,

Chris Zapata  
City Manager



# CITY OF ORANGE

CITY MANAGER'S OFFICE

PHONE: (714) 744-2222 • FAX: (714) 744-5147

[www.cityoforange.org](http://www.cityoforange.org)

June 4, 2019

Mr. Damien Arrula, City Manager  
City of Placentia  
401 E. Chapman Ave.  
Placentia, CA 92870

**RE: Mutual Aid**

Dear Mr. Arrula,

The City of Orange understands that the City of Placentia is assessing options for the delivery of Fire Protection and 9-1-1 Advanced Life Support Emergency Medical Services. While the proposal process is ongoing and it is unknown at this time if the City will switch service providers or elect to provide these services on its own, we understand the City of Placentia is desirous to ensure mutual/automatic aid with its neighboring fire agencies.

The Orange City Fire Department (OFD) currently operates under two different mutual aid models, both of which are guided by the California Master Mutual Aid Agreement. OFD, as a member of the Metro Cities Fire Authority (Anaheim, Brea, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Newport Beach, and Orange) has a long-standing arrangement for Automatic Aid which provides for fire and rescue personnel and equipment to respond in each agency's jurisdiction automatically. While these responses occur on a routine basis between jurisdictions, there is no formal mutual aid agreement specific to the individual jurisdictions. This automatic aid arrangement extends beyond Metro Cities jurisdictions as it includes the Costa Mesa and Laguna Beach Fire Departments.

On the other hand, OFD and the Orange County Fire Authority (OCFA) have an Automatic Aid Agreement which specifically details the emergency services to be provided between the two agencies. It is understood that the plan, which deals with emergency response, shall adhere as closely as practical to the "nearest unit auto-aid" concept, which forms the basis for the Agreement. This agreement is a guide for day-to-day operations and is intended to be consistent with the Orange County Fire Services Operational Area Mutual Aid Plan. One of the foundations of the Orange County Fire Services Operational Area Mutual Aid Plan is

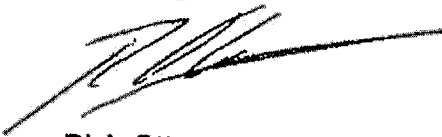


a jurisdiction must make maximum use of existing facilities and services within each community prior to requesting assistance from neighboring jurisdictions. This Agreement between OFD and OCFA covers all agencies within the OCFA service area,

Therefore, should the City of Placentia elect to provide emergency services in-house or through a contract with another city fire department within the county, it is anticipated that mutual aid between OFD and Placentia would be provided through a similar arrangement as with the Metro Cities agencies. Should Placentia remain a member city of OCFA, then the existing Automatic Aid Agreement between OFD and OFCA would provide Placentia with mutual aid response with OFD. As such, the City of Orange is committed to providing mutual aid to Placentia, however we do not envision a need to enter into a formal agreement as mutual aid will be provided under one of two arrangements currently in place between OFD and the other fire agencies in the county.

The City of Orange values Placentia as a neighbor and partner in providing quality public safety services to our respective communities. As such, we look forward to entering in discussions to address services that are mutually beneficial to both jurisdictions and to the region.

Best Regards,

A handwritten signature in black ink, appearing to read "Rick Otto", with a long horizontal flourish extending to the right.

Rick Otto  
City Manager  
City of Orange, CA

*The People are the City*

**Mayor**  
RHONDA SHADER  
**Mayor Pro Tem**  
WARD L. SMITH  
**Councilmembers:**  
CRAIG S. GREEN  
CHAD P. WANKE  
JEREMY B. YAMAGUCHI



**City Clerk:**  
PATRICK J. MELIA  
**City Treasurer**  
KEVIN A. LARSON  
**City Administrator**  
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

February 22, 2019

City of Brea  
Bill Gallardo, City Manager  
1 Civic Center Circle  
Brea, CA 92821

**SUBJECT:** Letter of Intent to Enter into a Memorandum of Understanding for the Exchange of Fire, Rescue, and Emergency Medical Mutual and Automatic Aid Agreement Services Between the City of Placentia and the City of Brea


Dear Mr. Gallardo:

As you are aware, the City of Placentia is currently soliciting competitive proposals for the provision of Fire Protection and 9-1-1 Advanced Life Support Emergency Medical Services. While the proposal process is ongoing and it is unknown at this time if the City will switch service providers or elect to provide these services on its own, the City must still ensure that provisions for mutual/automatic aid with our neighbors have been accounted for with any changes in service providers that may be implemented in the future.

The purpose of this Letter of Intent is to memorialize a commitment between both Cities to negotiate a Memorandum of Understanding for the exchange of fire, rescue, and emergency medical mutual and automatic aid agreements services. The City of Placentia envisions entering into an agreement with the City of Brea that is based on Brea's existing agreement with the Orange County Fire Authority to provide mutual and automatic aid to Placentia. The proposed agreement between our Cities would outline the amount and type of assistance we would provide each other's communities and include other items such as fire incident reporting, training, operational command and paramedic charges.

The City of Placentia values Brea as a neighbor and partner in providing quality public safety services to our respective communities. With our approvals noted below, both Cities agree to negotiate in good faith to achieve a mutually beneficial automatic aid agreement.

City of Placentia

  
Damien R. Arrula  
City Administrator

City of Brea

  
Bill Gallardo  
City Manager

The People are the City

**Mayor**  
RHONDA SHADER  
**Mayor Pro Tem**  
WARD L. SMITH  
**Councilmembers:**  
CRAIG S. GREEN  
CHAD P. WANKE  
JEREMY B. YAMAGUCHI



**City Clerk:**  
PATRICK J. MELIA  
**City Treasurer**  
KEVIN A. LARSON  
**City Administrator**  
DAMIEN R. ARRULA

401 East Chapman Avenue - Placentia, California 92870

February 22, 2019

City of Fullerton  
Kenneth Domer, City Manager  
303 W. Commonwealth Avenue  
Fullerton, CA 92832

**SUBJECT:** Letter of Intent to Enter into a Memorandum of Understanding for the Exchange of Fire, Rescue, and Emergency Medical Mutual and Automatic Aid Agreement Services Between the City of Placentia and the City of Fullerton

Dear Mr. Domer:

As you are aware, the City of Placentia is currently soliciting competitive proposals for the provision of Fire Protection and 9-1-1 Advanced Life Support Emergency Medical Services. While the proposal process is ongoing, and it is unknown at this time if the City will switch service providers or elect to provide these services on its own, the City must still ensure that provisions for mutual/automatic aid with our neighbors have been accounted for with any changes in service providers that may be implemented in the future.


The purpose of this Letter of Intent is to memorialize a commitment between both Cities to negotiate a Memorandum of Understanding for the exchange of fire, rescue, and emergency medical mutual and automatic aid agreements services. The City of Placentia envisions entering into an agreement with the City of Fullerton that is based on Fullerton's existing agreement with the Orange County Fire Authority to provide mutual and automatic aid to Placentia. The proposed agreement between our Cities would outline the amount and type of assistance we would provide each other's communities and include other items such as fire incident reporting, training, operational command and paramedic charges.

The City of Placentia values Fullerton as a neighbor and partner in providing quality public safety services to our respective communities. With our approvals noted below, both Cities agree to negotiate in good faith to achieve a mutually beneficial automatic aid agreement.

City of Placentia

  
Damien R. Arrula  
City Administrator

City of Fullerton

  
Kenneth Domer  
City Manager



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

**Board of Directors Meeting**  
**June 27, 2019**

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

**Next Generation Aerial Operations Based Pilot Program**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief

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

714.573.6010

**Summary**

This item is submitted for approval of the 150-day Next Generation Aerial Operations Based Pilot Program in collaboration with Southern California Edison (SCE), Coulson Aviation (USA), Inc. (CAI), and the Orange County Fire Authority to enhance regional wildfire aerial response. The pilot program will be available for daytime and nighttime firefighting. It is anticipated that the pilot program will commence on July 1, 2019.

**Prior Board/Committee Action**

Not applicable.

**RECOMMENDED ACTION(S)**

1. Approve Funding Agreement with Southern California Edison to accept a donation in the amount of \$4,000,000 to fund the fixed lease cost of two helicopters and other related costs in an effort to increase the effectiveness of aerial response to wildfires.
2. Approve and authorize the Purchasing Manager to execute the Public Aircraft Lease and Service Agreement with Coulson Aviation (USA), Inc. utilizing the special procurement provision in the Purchasing Ordinance for the provision of aircraft and other operational related services in an amount not to exceed \$3,750,000.
3. Approve and authorize the Purchasing Manager to execute professional services agreements for qualified Air Tactical Group Supervisors as needed in amounts up to \$120,000 each for an aggregate total not to exceed \$250,000.
4. Approve and authorize a budget adjustment to recognize the donation from SCE and appropriate funds to the 2019-20 General Fund Budget (121) in the amount of \$4,000,000 to fund the Next Generation Aerial Operations Based Pilot Program.
5. Adopt statutory and categorical exemptions from the California Environmental Quality Act (CEQA) pursuant to: (1) Title 14 of the California Code of Regulations, section 15262 for feasibility and planning studies; and (2) CEQA Guidelines section 15301 for existing facilities.
6. Authorize staff to file a Notice of Exemption (NOE) with the County Clerk, County of Orange.

**Impact to Cities/County**

The pilot program will enhance regional aerial wildfire response.

**Fiscal Impact**

Authorization of the Budget Adjustment will increase revenue and expenditures in the FY 2019/20 budget by \$4,000,000. Funding for the pilot program will come in the form of a donation from SCE and reimbursements from other fire agencies requesting aerial services from the OCFA.

## Background

Wildland fire remains the most significant threat to life and property in California. Lives, property, and natural resources are threatened on a 24-hour basis. A recent risk assessment conducted by the California Department of Forestry and Fire Protection (CAL FIRE) concluded that an estimated 11 million residents, or the equivalent of 1 in 4 Californians live in areas considered to be high risk of a wildfire. Given the devastating and destructive wildfires of 2018, and the anticipation of the 2019 wildfire season, Governor Gavin Newsom, as well as fire agencies and utility companies throughout the state, have heightened wildfire mitigation and suppression as a top priority. As a regional fire agency, the OCFA plays a key role in wildfire mitigation and suppression in Southern California. Given this designation, the OCFA has been presented with the opportunity to partner with Southern California Edison and Coulson Aviation (USA) Inc. (CAI) to implement an aerial firefighting performance-based pilot program that will benefit Orange County and potentially the entire state of California.

The use of technology to suppress and fight wildfires has evolved and improved over time including the use of real-time data analytics and night-vision imagery. In specific situations, firefighting helicopter use of night-vision-image technology can be applied to aerial missions performed by public safety and natural resource agencies. Risk assessment based on data analysis and risk management principles coupled with the use of night-vision-image technology help reduce risk factors and increase the mission effectiveness of night flying aircraft.

CAI is a privately-owned provider of primary and secondary aerial firefighting services to national and international firefighting agencies in the northern and southern hemispheres. CAI undertook a highly successful Night Fire Suppression Trial Program in partnership with the Emergency Management Victoria (EMV), Government of Victoria, Australia. The initial and extended attack suppression program was utilized during the 2018/19 South Eastern Australia fire season. A key component of the successful trial program was the development and implementation of a helicopter with the capability to hover-fill from remote open water sources. As demonstrated with the Victorian trial, the ability to increase water delivery and effective fire suppression was greatly enhanced by the ability to hover-fill from the nearest available open natural or man-made water source rather than return to a fixed ground filling facility to refill. Hover-filling is not yet utilized among the fire agencies that operate firefighting helicopters in Southern California.

Pending Board approval, the OCFA “*Next Generation Aerial Operations Based Pilot Program*” is a 150-day night aerial firefighting performance-based pilot program scheduled to begin July 1, 2019. The pilot program is a continuation of the highly successful Night Fire Suppression Trial Program undertaken by CAI in Australia. The pilot program will operate a Type 1 helitanker (1,000+ gallons) and Type 3 intelligence-gathering helicopter. Pilots provided by CAI will use night vision goggles (NVG) and other enhanced vision systems (EVS) consisting of electronic image gathering equipment in nighttime fire attack operations.

The key objectives of the Pilot Program are:

- Provide a night hover-filling water delivery operation from a Type 1 helitanker for fire service agencies located within the SCE service territory. This will be the first of its kind in the U.S.
- Demonstrate an increase in fire suppression effectiveness during nighttime aerial water delivery operations, by use of a large Type 1 helitanker and by establishing portable hover-refill points as close to an incident as is safe.
- Implement a new innovative performance-based program that through real-time fact-based data will reduce the risk of operating firefighting helicopters at night.



- Provide ground-based wildland fire incident decision-makers, Regional Emergency Operating and Command Center staff, and agency policy makers the first of its kind “continuous” fire spread projection modelling via University of California – San Diego’s Supercomputer WIFIRE Program (<https://wifire.ucsd.edu/>).

Given the use of new technologies, agencies that currently operate night firefighting aircraft in Southern California and agencies such as CAL FIRE that plan to operate aircraft at night in the future, have expressed interest in closely monitoring the pilot program. Positive pilot program results will pave the way for all other agency helicopters to consider hover-fill operations at night.

In addition, the real-time fact-based data gathered by the S-76 intelligence helicopter will provide a method to demonstrate whether operations are being effective and help to evaluate risk of aircrews, firefighters, and residents to enhance fact-based decision-making.

SCE has agreed to make a generous donation in the amount of \$4,000,000 in an effort to increase the effectiveness of aerial response to wildfires. The pilot program is intended to operate within the defined fire threat areas of the SCE service territory as illustrated in the map (Attachment 5).

The table below details the costs that will be covered by the SCE donation:

Equipment/Personnel	Daily Cost	Total
Sikorsky S-61 & S-76 Helitanker/Helicopter	\$25,000 a day x 150-days (fixed-cost)	\$3.750M
Air Tactical Group Supervisor	\$1,600 a day x 150-days. Additional \$10K for training expenses	\$250K

The Air Tactical Group Supervisor (ATGS) supports the Air Operations Branch Director on Type 1 and Type 2 incidents and the Incident Commander or Operations on initial attack or Type 3 incidents. The ATGS is responsible for managing the incident airspace and coordinating the fixed- and rotary-wing aircraft operations over an incident. ATGS position duties include:

- Safely and effectively utilize aircraft in support of incident management objectives.
- Coordinate incident airspace and manages incident air traffic.
- Coordinate, assigns, and evaluates the use of aerial resources in support of incident objectives.
- Collaborate with ground personnel to develop and implement tactical and logistical missions on an incident.
- Communicate current and expected fire and weather conditions.
- Provide candid feedback regarding the effectiveness of aviation operations and overall progress toward meeting incident objectives.
- Work with dispatch staff to coordinate the ordering, assignment, and release of incident aircraft in accordance with the needs of fire management and incident command personnel.

Because no OCFA staff members currently possess the qualifications to fill the ATGS position, OCFA will issue Professional Services Agreements to individuals who are qualified to perform these duties. Attachment 3 is a sample of the proposed agreements approved as to form by Counsel.

#### ***Resources Available to Other Fire Agencies Upon Request***

The OCFA will invoice other fire service agencies for all flight hours associated with their emergency incident use. As one of six CAL FIRE Contract Counties, OCFA’s use of the aircraft will be reimbursable for fires located in, and/or a threat to the State Responsibility Area within Orange County.

### ***California Environment Quality Act (CEQA) Exemptions***

The proposed project would result in OCFA's temporary storage and operation of two new helicopters at Fire Station 41 (Fullerton Municipal Airport) as part of a pilot program for a period of 150 days. The two new helicopters are the Sikorsky S-76 NVG Incident Command Helicopter and the Sikorsky S-61 NVG Water Dropping Helicopter. Both helicopters will be operated and maintained by crew supplied by Coulson Aviation (USA) Inc. The Sikorsky S-61 NVG Water Dropping Helicopter will be used for day and night operations, whereas the Sikorsky S-76 Incident Command Helicopter will be exclusively used for night operations. Notably, the helicopters will be made available to over 15 other counties in the southern region; therefore, the helicopters could also be fighting fires in those other counties during the 150-day pilot program.

The proposed project is exempt from CEQA for at least two reasons. First, the proposed pilot program is exempt pursuant to CEQA's statutory exemption for feasibility and planning studies (14 Cal Code Regs. §15262). Pursuant to this exemption, CEQA does not apply to feasibility or planning studies that will not have a legally binding effect on later activities.

Second, CEQA's Class 1 Exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing or private facilities, structures or topographical features involving negligible or no expansion of an existing or former use (14 Cal Code Regs. §15301). Attachment 6 provides additional information regarding these CEQA exemptions.

Staff recommends approval of the stated recommended actions in order to begin the 150-day pilot program on July 1, 2019.

**Attachment(s)** (\*Attachments 1-3 will be available on-line and in the Office of the Clerk on 06/24/19.)

1. Funding Agreement with Southern California Edison\*
2. Public Aircraft Lease and Service Agreement with Coulson Aviation (USA), Inc.\*
3. Professional Services Agreements to be approved as to form.\*
4. Special Procurement Form
5. Southern California Edison Service Territory Map
6. CEQA Exemptions
7. Notice of Exemption to be filed with the County Clerk



(Revised 06/27/19)

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

**Board of Directors Meeting**  
**June 27, 2019**

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

**Next Generation Aerial Operations Based Pilot Program**

**Contact(s) for Further Information**

Brian Fennessy, Fire Chief

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

714.573.6010

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**Prior Board/Committee Action**

Not applicable.

**RECOMMENDED ACTION(S)**

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**Impact to Cities/County**

The pilot program will enhance regional aerial wildfire response.

**Fiscal Impact**

Authorization of the Budget Adjustment will increase revenue and expenditures in the FY 2019/20 budget by \$4,000,000  tied to the SCE donation and an additional \$250,000 expenditure increase to cover the cost of the OCFA ground crew and ancillary pilot program related costs.  Funding for

the pilot program will come in the form of a donation from SCE and reimbursements from other fire agencies requesting aerial services from the OCFA.

## Background

Wildland fire remains the most significant threat to life and property in California. Lives, property, and natural resources are threatened on a 24-hour basis. A recent risk assessment conducted by the California Department of Forestry and Fire Protection (CAL FIRE) concluded that an estimated 11 million residents, or the equivalent of 1 in 4 Californians live in areas considered to be high risk of a wildfire. Given the devastating and destructive wildfires of 2018, and the anticipation of the 2019 wildfire season, Governor Gavin Newsom, as well as fire agencies and utility companies throughout the state, have heightened wildfire mitigation and suppression as a top priority. As a regional fire agency, the OCFA plays a key role in wildfire mitigation and suppression in Southern California. Given this designation, the OCFA has been presented with the opportunity to partner with Southern California Edison and Coulson Aviation (USA) Inc. (CAI) to implement an aerial firefighting performance-based pilot program that will benefit Orange County and potentially the entire state of California.

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In addition, the real-time fact-based data gathered by the S-76 intelligence helicopter will provide a method to demonstrate whether operations are being effective and help to evaluate risk of aircrews, firefighters, and residents to enhance fact-based decision-making.

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Because no OCFA staff members currently possess the qualifications to fill the ATGS position, OCFA will issue Professional Services Agreements to individuals who are qualified to perform these duties. Attachment 3 is a sample of the proposed agreements approved as to form by Counsel.



The OCFA will provide ground crew coverage per the agreement with CAI. Staff estimates that \$250,000 will cover the cost of staffing the ground crew and provide for ancillary pilot program related expenses.

***Resources Available to Other Fire Agencies Upon Request***

The OCFA will invoice other fire service agencies for all flight hours associated with their emergency incident use. As one of six CAL FIRE Contract Counties, OCFA's use of the aircraft will be reimbursable for fires located in, and/or a threat to the State Responsibility Area within Orange County.

***California Environment Quality Act (CEQA) Exemptions***

The proposed project would result in OCFA's temporary storage and operation of two new helicopters at Fire Station 41 (Fullerton Municipal Airport) as part of a pilot program for a period of 150 days. The two new helicopters are the Sikorsky S-76 NVG Incident Command Helicopter and the Sikorsky S-61 NVG Water Dropping Helicopter. Both helicopters will be operated and maintained by crew supplied by Coulson Aviation (USA) Inc. The Sikorsky S-61 NVG Water Dropping Helicopter will be used for day and night operations, whereas the Sikorsky S-76 Incident Command Helicopter will be exclusively used for night operations. Notably, the helicopters will be made available to over 15 other counties in the southern region; therefore, the helicopters could also be fighting fires in those other counties during the 150-day pilot program.

The proposed project is exempt from CEQA for at least two reasons. First, the proposed pilot program is exempt pursuant to CEQA's statutory exemption for feasibility and planning studies (14 Cal Code Regs. §15262). Pursuant to this exemption, CEQA does not apply to feasibility or planning studies that will not have a legally binding effect on later activities.

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Staff recommends approval of the stated recommended actions in order to begin the 150-day pilot program on July 1, 2019.

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2. Public Aircraft Lease and Service Agreement with Coulson Aviation (USA), Inc.\*
3. Professional Services Agreements to be approved as to form.\*
4. Special Procurement Form
5. Southern California Edison Service Territory Map
6. CEQA Exemptions
7. Notice of Exemption to be filed with the County Clerk

**FUNDING AGREEMENT BY AND BETWEEN THE ORANGE COUNTY FIRE  
AUTHORITY AND SOUTHERN CALIFORNIA EDISON COMPANY**

This Funding Agreement ("Agreement") is by and between THE ORANGE COUNTY FIRE AUTHORITY, a California Joint Powers Authority ("OCFA") and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("SCE"), and is effective on the last date when both Parties sign this Agreement (the "Effective Date"). OCFA and SCE may be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire seasons;

**WHEREAS**, to increase the effectiveness of aerial response to wildfires, OCFA intends to demonstrate the Next Generation Night Operations Based Program (the "Program") that includes leasing and operating a Sikorsky S-61 type 1 heavy lift helitanker and a Sikorsky S-76 command and control helicopter from Coulson Aviation ("Coulson") for use for this purpose;

**WHEREAS**, OCFA has requested that SCE provide funding of the fixed lease costs of the two helicopters, and SCE has determined that the Program offers significant benefits for wildfire suppression, protecting lives and property, including SCE's transmission and distribution system, and increasing firefighter safety;

**WHEREAS**, the Parties intend that the Program will prioritize fire suppression activities in SCE's service territory, unless in the professional judgment of OCFA management to do so in any specific instance would not maximize the Program benefits described above or as otherwise directed by the appropriate governmental authorities; and

**WHEREAS**, the Parties desire to enter into an Agreement that sets forth the terms and conditions pursuant to which SCE will contribute funds to OCFA for the funding of the helicopter leases and operations, including without limitation Air Tactical Ground Supervision (ATGS) staffing.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Funding.**

Within seven business days of the Effective Date, SCE will electronically transfer a payment in the amount of Four Million Dollars (\$4,000,000) (the "Funding Amount") to OCFA. OCFA will use this payment exclusively to fund, in part, the lease and operations of the heavy lift helitanker and command helicopter, including without limitation Air Tactical Ground Supervision (ATGS) staffing, which lease must begin no later than July 1, 2019 and last through at least November 30, 2019, unless a different lease period is agreed to by the Parties in writing. The Parties acknowledge that time is of the essence in performing their obligations under this Agreement. If,

for any reason, OCFA does not enter into the lease by July 15, 2019, or such other date agree to by the parties in writing, then OCFA shall return the entire payment to SCE. SCE shall not be entitled to any refund of the payment in the event OCFA receives reimbursement from the State, Federal Government, or any other entity for use of the Sikorsky S-61type 1 heavy lift helitanker and a Sikorsky S-76 command and control helicopter.

## **2. Roles and Responsibilities.**

SCE shall have no role in directing the operation or use of the helicopters and shall not be a party to the lease. SCE's sole responsibility under this Agreement is to provide the Funding Amount to defray, in part, amounts payable by OCFA to Coulson under the lease. As between SCE and OCFA, OCFA is solely responsible for the safe and lawful operation and use of the helicopters, including all decisions regarding deployment, maintenance, basing and positioning, pilot readiness, and ground support, and OCFA shall be solely responsible for compliance with the terms and conditions of the lease and all payments thereunder.

## **3. Data Collection.**

OCFA will provide the data and information that SCE reasonably requires to allow SCE to (1) evaluate the effectiveness of the Program in suppressing wildfires, protecting lives and property, and increasing firefighter safety, and (2) respond to information requests from, or make regulatory filings and reports to, the California Public Utilities Commission and other regulators or governmental departments or agencies.

## **4. Indemnification.**

To the maximum extent permitted by law, OCFA shall indemnify, defend, and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees and reasonably allocated cost of in-house counsel) to the extent arising from or related to the lease, operation or use of the heavy lift helitanker and command helicopter.

## **5. Authority to Contract.**

Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations herein.

## **6. Relationship of the Parties.**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party to be the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of another Party.

**7. Public Announcements.**

Neither Party may issue any press release regarding the Agreement unless (1) the press release is issued jointly by the Parties, or (2) prior to the release, the Party proposing to make the announcement furnishes the other Parties with a copy of the press release and obtains the other Parties' written approval; provided, however, that if such press release is required to comply with applicable laws, including the California Public Records Act and the Ralph M. Brown Act, legal proceedings, or the rules and regulations of any court or stock exchange having jurisdiction over a Party, then the Parties shall work in good faith to develop a mutually acceptable announcement.

**8. Term and Survival.**

This Agreement shall be effective as of the Effective Date through the date that all obligations of the Parties hereto with respect to this Agreement have been satisfied (the "Term"), except that the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination, including Section 4 ("Indemnification").

**9. Written Notices.**

Any written notice or correspondence under this Agreement shall be in writing and shall be effective upon actual receipt whether delivered by personal delivery, email, facsimile, national overnight courier, or United States mail, demand or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person or sent by electronic mail, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below:

if to OCFA, addressed to:

Brian Fennessy  
Fire Chief  
1 Fire Authority Road  
Irvine, CA 92602

Fax: (714) 368-8800  
Email: brianfennessy@ocfa.org

With a Copy to:

David Kendig  
c/o Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626

Fax: (714) 415-1183  
Email: dkendig@wss-law.com

If to SCE, address to:

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

Fax: ( ) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

**10. Assignment.**

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Parties, and any assignment without such consent shall be void and of no effect.

**11. Governing Law.**

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

**12. Entire Agreement.**

This Agreement contains the entire agreement and understanding between and among the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement. This Agreement is intended to be a final expression of the agreement of the Parties and except to the extent expressly referenced herein, is an integrated agreement within the meaning of Section 1856 of the California Code of Civil Procedure (the Parole Evidence Rule). There are no contemporaneous separate written or oral agreements between the Parties in any way related to the subject matter of this Agreement. No subsequent agreement, waiver, modification, representation or promise with respect to the subject matter of the Agreement made by the Parties hereto, or by or to any employee, officer, agent or representative of any Party shall be of any effect unless it is in writing and executed by the Parties hereto.

**13. Counterparts and Electronic Signatures.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of the Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

**[Signatures on Following Page]**



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

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

By: \_\_\_\_\_

Brian Fennessy  
Fire Chief

APPROVED AS TO FORM.

ATTEST:

By:  For \_\_\_\_\_

David E. Kendig  
General Counsel

\_\_\_\_\_  
Sherry A.F. Wentz

Clerk of the Board

Date: 6-24-19

“SCE”

SOUTHERN CALIFORNIA EDISON  
COMPANY

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

By: 

Name Andrea Moss

Title VP & Corporate Controller

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

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT

**THIS PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT** ("Public Aircraft Agreement") is made this \_\_\_\_ day of June 2019

**BETWEEN:**

**COULSON AVIATION (USA) INC.**, a limited liability company organized under the laws of the State of Oregon ("**CAI**"); and

**ORANGE COUNTY FIRE AUTHORITY**, a California joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov't Code §§ 6500 *et seq.*) ("**OCFA**").

**WHEREAS:**

- (A) OCFA wishes to lease the Aircraft and obtain services for operation of OCFA's Governmental Functions, all as described in detail herein;
- (B) CAI wishes to lease and supply such Aircraft and services to OCFA and operate the Aircraft for OCFA in OCFA's Governmental Functions, all as described in detail herein; and
- (C) The Aircraft shall be considered Public Aircraft when performing any of the operations contemplated by this Public Aircraft Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

**1. DEFINITIONS.**

**1.1** In this Lease the following words and expressions have, except where the context otherwise requires, the meanings set forth below:

"Aircraft" means Aircraft One and Aircraft Two;

"Aircraft One" means one (1) Sikorsky S-61N helicopter night vision goggles certified to be designated with FAA Registration mark N261CG and manufacturer's serial number 61257;

"Aircraft One Flight Hour Payment" means Four Thousand Dollars (\$4,000) per flight hour including fuel.

"Aircraft Two" means one (1) Sikorsky S-76B helicopter with Canadian registration mark C-FIRW and manufacturer's serial number 760355;

"Aircraft Two Flight Hour Payment" means Three Thousand Dollars (\$3,000) per flight hour including fuel.

"Crew" means a night vision goggles certified flight crew, and a full maintenance crew, to operate and maintain Aircraft One, and a night vision goggles certified flight crew and a full maintenance crew;

"Commencement Date" means the earlier of the 1<sup>st</sup> July 2019 and the date upon which the FAA Public Aircraft Declaration is received by CAI and submitted to the FAA;

"Daily Rental Payment" means the amount of Twenty-Five Thousand (\$25,000), which shall include in addition to leases of the Aircraft, an 8000 USG fuel truck and driver, and a mobile support base (Prevost Bus);

"Day Operations" means the provision of services from 6am to 6pm on a daily basis;

"Event of Default" shall have the meaning prescribed in clause 11.2;

"FAA" means the United States Federal Aviation Administration;

"FAA Public Aircraft Policy" means the policy of the FAA with regard to defining Public Aircraft contained in the FAA Notice of Policy Regarding Civil Aircraft Operators Providing Contract Support to Government Entities (Public Aircraft Operations) published on March 23, 2011 in the Federal Register, FAA Advisory Circular No. 00-1B, and such additional or successor documents regarding FAA's policy regarding Public Aircraft;

"Flight Hour Payment" means Aircraft One Flight Hour Payments and/or Aircraft Two Flight Hour Payments due. Said payments shall be based on Hobbs meter reading (1/10 hour).

"Governmental Functions" means as such term is defined in Section 40125 of Title 49 of the United States Code, an activity undertaken by a government, such as intelligence missions, firefighting, or biological or geological resource management;

"Insurance Schedule" means those insurance terms and amounts described in Appendix 1 attached hereto.

"Night Operations" means the provision of services from 6pm to 6am on a daily basis;

"Owner(s)" means the registered and beneficial owner of each Aircraft.

"Public Aircraft" shall have the meaning as such term is defined in Section 40102(a)(41) of Title 49 of the United States Code as aircraft exclusively leased for at least 90 continuous days by the government of a State, the District of Columbia, or a territory or possession of the United States or a political subdivision of one of these governments, except as provided in Section 40125(b) of Title 49 of the United States Code, which excludes aircraft used for commercial purposes or to carry an individual other than a crewmember or a qualified non-crewmember.

"Public Aircraft Declaration" means a written declaration (from the contracting officer of OCFA or higher-level official) of public aircraft status for all flights of the Aircraft under this Public Aircraft Agreement substantially in the form of Appendix 2 attached hereto;

"Qualified Non-Crewmember" means an individual, other than a member of the crew, aboard an aircraft whose presence is required to perform, or is associated with the performance of, a governmental function as described in Section 40125 of Title 49 of the United States Code.

"Taxes" means any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions now or hereafter imposed by any governmental or taxing authority;

"Term" means a period of one-hundred-fifty (150) calendar days from the Commencement Date.

## **2. AGREEMENT TO LEASE**

Subject to, and in accordance with, the terms and conditions of this Public Aircraft Agreement, CAI agrees to lease the Aircraft to OCFA and OCFA agrees to take the Aircraft on lease from CAI for the Term.

## **3. LEASE AND DELIVERY**

### **3.1 Delivery and Acceptance**

OCFA has determined that the Aircraft are suitable for OCFA's intended use, and OCFA has inspected the same and accepts the same for purposes of this Public Aircraft Agreement.

### **3.2 OCFA SELECTION OF AIRCRAFT**

OCFA REPRESENTS AND WARRANTS TO CAI THAT OCFA HAS USED ITS OWN JUDGMENT IN SELECTING THE AIRCRAFT AND HAS DONE SO BASED ON THEIR SIZE, DESIGN, TYPE AND PERFORMANCE AND THAT OCFA HAS NOT RELIED ON ANY ADVICE OF CAI IN MAKING SUCH SELECTION.

### **3.3 Title**

Title to the Aircraft will be and will at all times remain vested and registered in Owners. OCFA will have no right, title or interest in the Aircraft except as provided in this Public Aircraft Agreement. OCFA will not assert any lien or encumbrance against the Aircraft, nor permit any other party, claiming by through, on behalf of, or because of any action of OCFA to do so.

### **3.3 Term**

The Aircraft shall be exclusively leased to OCFA from the execution of this Public Aircraft Agreement to the end of the Term, unless earlier terminated as provided herein.

## **4. PUBLIC AIRCRAFT**

### **4.1 Status of Operations as Public Aircraft Operations**

The Aircraft shall be operated under this Public Aircraft Agreement as Public Aircraft. The Aircraft shall only be used during the Term for Governmental Functions and all persons carried on board the Aircraft shall be either a crewmember or a Qualified Non-Crewmember.

### **4.2 Public Aircraft Determination**

OCFA shall provide CAI with the Public Aircraft Declaration and otherwise cooperate with CAI in providing any additional documentation or declarations as may be requested by the FAA or such other government agency whether Federal or State with jurisdiction over the operations contemplated in this Public Aircraft Agreement. Upon receipt of the Public Aircraft Declaration signed by OCFA, CAI shall, in advance of any operation of any flight under this Public Aircraft Agreement, notify the FAA Flight Standards District Office having oversight of the operations under this Public Aircraft Agreement that it has contracted with OCFA to conduct eligible public aircraft operations, and submit the Public Aircraft Declaration. Notwithstanding any other provision herein, CAI shall not and shall not be required to perform any operations under this Public Aircraft Agreement prior to receipt by CAI of the Public Aircraft Declaration and submission of the same to the FAA.

## **5. CREW AND CREW REQUIREMENTS**

### **5.1 Crew Operation**

The Aircraft will be exclusively operated and maintained by the Crew arranged and supplied by CAI. OCFA shall provide a camera operator for Aircraft Two and ground crews for remote operations of Aircraft One.

### **5.2 Pilot Requirements**

CAI shall provide two (2) pilots for operation by Aircraft One during Day Operations, and two (2) pilots for Aircraft One during Night Operations. CAI shall provide one (1) pilot for operations of Aircraft Two, which shall only be during Night Operations.



All pilots for Day Operations shall be United States Forest Service or CAL FIRE carded pilots. All pilots for Night Operations shall be FAA certified for Night Vision Goggles flying and United States Forest Service or CAL FIRE carded pilots.

### **5.3 Mechanic Requirements**

CAI shall provide two (2) mechanics for operation by Aircraft One during Day Operations and two (2) mechanics for operations of Aircraft One during Night Operations. CAI shall provide one (1) mechanic for operations of Aircraft Two, which shall only be during Night Operations.

### **5.4 Air Tactical Group Supervisor (ATGS) Requirements**

OCFA will provide one (1) ATGS for Aircraft Two.

### **5.5 Camera Operator Requirements**

OCFA shall provide one (1) camera operator to be available for Aircraft Two for Night Operations.

### **5.6 Ground Crew Requirements**

CAI shall provide ground crew to operate the fuel truck for Aircraft One and Two during both Day and Night Operations.

## **6. SCOPE OF WORK AND FLIGHTS**

### **6.1 Flight Missions**

Operations of Aircraft One shall be available for both Day and Night Operations. Operations of Aircraft Two shall be restricted to Night Operations. All operations shall be conducted in support of and as part of OCFA's Governmental Functions related to fire fighting, and shall be in accordance with operating rules applicable to all aircraft in the National Airspace System. Notwithstanding any other provision herein, CAI provided pilots shall exercise fully authority as pilot-in-command over each flight and shall have no obligation to perform any mission on behalf of OCFA, which, in the sole discretion of the CAI provided pilots, is beyond the scope of such pilots' abilities, certification, or authorization; or would unreasonably endanger such pilot or the Aircraft; or would be in contravention of any applicable law or any flight operation protocol. No such action of any pilot provided by CAI shall create or support any liability of CAI for loss, injury, damage or delay to OCFA.

### **6.2 Aircraft Maintenance and Airworthiness**

The Aircraft shall be maintained exclusively by the mechanics provided by CAI and shall be maintained in conformance with each Aircraft's FAA approved maintenance manual. OCFA will not make or authorize any improvement, change, addition or alteration to either Aircraft without the express consent and agreement of CAI. All repairs, parts, replacements, mechanisms and devices added to the Aircraft during the Term shall immediately, without further act, become part of the Aircraft and subject to the

ownership of Owners free and clear of any lien, encumbrance, or interest of OCFA or any party, claiming by through, on behalf of, or because of any action of OCFA.

### **6.3 Base of Operations**

OCFA will provide storage and other facilities as the base of operation at Fullerton Airport in Orange County, sufficient for purposes of the scope of work contemplated by this Public Aircraft Agreement and shall provide CAI with access and permissions at such base of operation for the performance of the contemplated scope of work.

## **7. RENTAL PAYMENTS AND EXPENSES**

### **7.1 Rental Payments**

CAI shall invoice OCFA for Daily Rental Payment on a weekly basis, which shall begin accruing on the Commencement Date and continue through the end of the Term. OCFA shall pay the invoice (in full and without any deduction or withholding in respect of set-off, counterclaim, duties, taxes or other charges) within fifteen (15) days of receipt of invoice via ACH (automated clearing house) as follows:

Coulson Aviation (USA) Inc  
Wells Fargo Bank, 1900 Southwest 5<sup>th</sup> Avenue, Portland, Oregon 97201  
Routing Number: 123006800  
Account Number: 0503999583

### **7.2 Operating Expenses**

CAI shall invoice OCFA for Flight Hour Payments on a weekly basis. OCFA shall pay the invoice (in full and without any deduction or withholding in respect of set-off, counterclaim, duties, taxes or other charges) within fifteen (15) days of receipt of invoice via ACH (automated clearing house) as follows:

Coulson Aviation (USA) Inc  
Wells Fargo Bank, 1900 Southwest 5<sup>th</sup> Avenue, Portland, Oregon 97201  
Routing Number: 123006800  
Account Number: 0503999583

### **7.3 Late Payments**

Any late payment shall bear per diem interest from the due date, until the date paid at an annual rate of 10%. Payment of interest shall not excuse or cure any default.

### **7.4 Taxes**

All payments, including specifically the Rental Payments made by OCFA hereunder, shall be made free and clear of, and without deduction for Taxes. OCFA shall be solely responsible for the payment of any Taxes imposed on the lease and services provided under this Public Aircraft Agreement. OCFA shall indemnify and hold harmless CAI from and against all taxes payable by them at any time in respect of this Public Aircraft

Agreement in respect of any transaction contemplated by this Public Aircraft Agreement; provided that in no event shall OCFA be responsible for Taxes that are imposed on the net income, profit, gains, capital or net worth of CAI, or Taxes arising out of or solely attributable to the fraud, willful misconduct, or reckless disregard (with knowledge of the probable consequences) of CAI.

## **8. INSURANCE, INDEMNIFICATION, AND WAIVER**

### **8.1 Insurance**

(a) CAI shall maintain at all times, naming OCFA and the Owner(s) as additional insureds, during the Term (i) public liability insurance (including, but not limited to, aviation liability) against liability to third parties, including passengers and crew on the Aircraft, for personal injury and death and damage to property for a minimum amount and terms set out in the Insurance Schedule for each and every occurrence, and (ii) appropriate insurance against loss of, or damage to, the Aircraft hull for an amount reflecting reasonable replacement value of the Aircraft as provided in the Insurance Schedule.

(b) Each party shall be responsible for providing workers' compensation insurance and unemployment insurance for its employees and crew members provided by it for performance of this Public Aircraft Agreement as required by applicable laws

### **8.2 Indemnification**

(a) OCFA agrees to indemnify, protect, save, defend and keep harmless CAI and CAI's directors, shareholders, members, beneficiaries, officers, employees, agents, attorneys-in-fact, lawyers, affiliates, successors and any permitted assigns (collectively, the "Indemnified Parties") on, a net after-tax basis, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, demands, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses) of any kind and nature whatsoever (collectively, the "Claims"), which may be imposed on, incurred by, or asserted against, any of CAI's Indemnified Parties, whether or not any of CAI's Indemnified Parties shall also be indemnified as to any such matters by any other person, party or entity of any kind whatsoever, in any way relating to or arising out of any breach, action, inaction, misrepresentation, or direction by OCFA related to the performance or support of the operations contemplated herein that results in any Claim(s) against one of CAI's Indemnified Parties; provided that OCFA shall have no obligation to indemnify any of CAI's Indemnified Party in respect of any Claims to the extent that such Claim is suffered or incurred as a direct consequence of the fraud, willful misconduct or reckless disregard of such Indemnified Party. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Public Aircraft Agreement or otherwise, the indemnification agreements, obligations and liabilities of any kind whatsoever of such party set forth or provided in this Section 8.2 shall survive the expiration or termination of this Public Aircraft Agreement for any reason whatsoever.

(b) CAI agrees to indemnify, protect, save, defend and keep harmless OCFA and OCFA's Indemnified Parties on, a net after-tax basis, from and against any and all Claims, which may be imposed on, incurred by, or asserted against, any of OCFA's Indemnified Parties, whether or not any of OCFA's Indemnified Parties shall also be indemnified as to any such matters by any other person, party or entity of any kind whatsoever, in any way relating to or arising out of any breach, action, inaction, misrepresentation, or direction by CAI related to the performance or support of the operations contemplated herein that results in any Claim(s) against one of OCFA's Indemnified Party; provided that CAI shall have no obligation to indemnify any of OCFA's Indemnified Party in respect of any Claims to the extent that such Claim is suffered or incurred as a direct consequence of the fraud, willful misconduct or reckless disregard of such Indemnified Party. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Public Aircraft Agreement or otherwise, the indemnification agreements, obligations and liabilities of any kind whatsoever of such party set forth or provided in this Section 8.2 shall survive the expiration or termination of this Public Aircraft Agreement for any reason whatsoever.

## **9. MUTUAL REPRESENTATIONS**

CAI and OCFA represent to each other:

- (i) The execution, delivery and performance of this Public Aircraft Agreement has been duly authorized by all necessary corporate or government action of such party and do not require the approval or consent of or notice to any trustee or holders of any indebtedness or obligations of such party (except as has already been obtained);
- (ii) This Public Aircraft Agreement has been duly executed and delivered by an officer of such party authorized to execute and deliver such documents on behalf of such party; and
- (iii) This Public Aircraft Agreement and covenants of such party contained herein and therein constitute or will, upon execution, constitute legal, valid and binding obligations of such party, enforceable against such party in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and by the application of equitable principles by courts of competent jurisdiction, sitting at law or in equity.

## **10. NOTIFICATION**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by email, telefax, courier, overnight delivery, certified mail, to the addresses listed below or to such other addresses as either party may specify to the other in writing from time to time:

<p>if to OCFA, addressed to:</p> <p>Brian Fennessy Fire Chief 1 Fire Authority Road Irvine, CA 92602</p> <p>Fax: (714) 368-8800 Email: brianfennessy@ocfa.org</p> <p>With a Copy to:</p> <p>David Kendig c/o Woodruff, Spradlin &amp; Smart 555 Anton Boulevard, Suite 1200 Costa Mesa, CA 92626</p> <p>Fax: (714) 415-1183 Email: dkendig@wss-law.com</p>	<p>If to CAI, address to:</p> <p>Wayne Coulson President and CEO 4590 Cherry Creek, Port Alberni, British Columbia, Canada</p> <p>Fax: (250) 723-7766 Email: wayne.coulson@coulsongroup.com</p>
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Notices shall be deemed effective when delivered or when proof of delivery is obtained (in the case of email, when the sender receives a read receipt from the addressee), or if earlier and whether or not received, three (3) days after such notice is deposited in the United States mail postage pre-paid as certified mail to the party as set forth above.

## **11. TERMINATION AND DEFAULT**

### **11.1 Default**

The following shall constitute an Event of Default:

- (i) a failure to make any payment when due hereunder within three (3) calendar days of when such payment is due;
- (ii) party's admission in writing of inability to pay its debts generally as they come due or a general assignment for the benefit of its creditors, or admission of insolvency;
- (iii) any declaration, representation, warranty or statement made or deemed to be made by a party in connection with this Public Aircraft Agreement is or proves to have been incorrect when made or becomes incorrect during the Term; or
- (iv) any material breach by a party of its obligations or performance under this Public Aircraft Agreement.



### **11.2 Remedies**

In an Event of Default, the non-defaulting party may immediately terminate this Public Aircraft Agreement upon sending notification to the other party, and/or seek any and all such remedies and rights as may be available to such party at law or equity.

## **12. MISCELLANEOUS**

### **12.1 Binding Effect**

This Public Aircraft Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns provided that this provision shall not be construed as permitting assignment or substitution except as otherwise provided herein.

### **12.2 Execution**

Delivery of an executed counterpart of a signature page of this Agreement by email or any other digital or electronic means Shall be effective as delivery of a manually executed counterpart of this Public Aircraft Agreement.

### **12.3 Severability**

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

### **12.4 Clauses, Appendices And Schedules**

References in this Public Aircraft Agreement to clauses, appendices, or schedules are, unless otherwise specified, references to clauses of and appendices and schedules to this Public Aircraft Agreement and together the clauses, appendices and schedules shall together constitute this Public Aircraft Agreement.

### **12.5 Assignment**

No assignment, transfer or charge may be made by any party of all or any of its rights in respect of this Public Aircraft Agreement without the prior written consent of the other.

### **12.6 GOVERNING LAW**

THIS PUBLIC AIRCRAFT AGREEMENT SHALL, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO IN THE STATE OF CALIFORNIA BY RESIDENTS OF SUCH STATE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE. LEGAL ACTIONS CONCERNING ANY DISPUTE, CLAIM OR MATTER BETWEEN THE PARTIES ARISING OUT OF OR IN RELATION TO THIS PUBLIC AIRCRAFT AGREEMENT SHALL BE INSTITUTED IN THE

SUPERIOR COURT OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, OR ANY OTHER APPROPRIATE COURT IN SUCH COUNTY, AND CAI COVENANTS AND AGREES TO SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURT IN THE EVENT OF SUCH ACTION.

IN WITNESS WHEREOF, CAI and OCFA have each caused this Public Aircraft Agreement to be duly executed and delivered by each of CAI and OCFA on the date first above written.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

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

By: \_\_\_\_\_

Brian Fennessy  
Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: 

David E. Kendig  
General Counsel

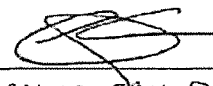
\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Board

Date: 6-27-19

"CAI"

COULSON AVIATION (USA) INC

Date: 25 JUNE 2019

By: 

Name WAYNE COULSON

Title PRESIDENT

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

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**Insurance Schedule**



Southeast Marine and Aviation Insurance

CERTIFICATE OF INSURANCE  
Policy No. A1GA000641519AM

**Certificate Holder(s):**

Orange County Fire Authority  
1 Fire Authority Road  
Irvine, California  
92602

**THIS IS TO CERTIFY** that Insurance as described hereunder has been arranged on behalf of the Named Insured noted herein and that such Insurance, as of the date hereof, is in full force and effect:

**Named Insured:** Coulson Aviation (USA) Inc. a/o Subsidiary, Associated, or Affiliated Companies

**Policy Period:** From: May 10, 2019 To: May 10, 2020  
(both dates at 00:01 a.m. Local Standard Time at the address of the Named Insured)

**Aircraft Insured:** Sikorsky S61, Registration C-FIRX, Passenger Seats – Two (2)  
Sikorsky S76B, Registration C-FIRW, Passenger Seats – Two (2)

**Coverage:** (A) Aircraft Hull "All Risks" In Flight / Not In Flight  
(B) Aircraft Legal Liability inclusive of Passenger, Baggage, and Cargo Liability  
(C) Aviation Premises & Operations Liability

**Sum Insured / Limit(s) of Liability:** (A) As agreed with the Named Insured  
(B) USD50,000,000 Combined Single Limit, each Aircraft, each Occurrence  
(C) USD50,000,000 Combined Single Limit, each Occurrence

**Conditions:**

- It is agreed that the Certificate Holder(s) and its/their respective directors, officers, employees, and agents are hereby included as Additional Insured(s) with Cross Liability / Severability of Interests clause included, solely with respect to liability arising from the operations of the Named Insured.
- Insurer(s) shall endeavor to provide the Certificate Holder(s) with thirty (30) days advance written notice of policy cancellation or reduction in coverage where initiated by Insurer(s).
- All other terms and conditions as per policy issued by or on behalf of the Subscribing Insurer(s) as referenced herein.

**Subscribing Insurer(s):** Certain US Licensed Insurers effected through Southeast Marine and Aviation Insurance as brokers

*The Insurance described above is subject to the limitations, exclusions, terms and conditions contained in the policy(ies). By issuance of this Certificate Southeast Marine and Aviation Insurance accepts no responsibility to maintain the coverage stated or advise of the termination of any policy(ies).*

**Date:**  
June 20, 2019

On behalf of:  
Southeast Marine and Aviation Insurance

**This Certificate cancels and  
supersedes all previously issued  
Certificates**

  
Authorized Representative

**\*\* SEVERAL LIABILITY NOTICE \*\***

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligation.

[on OCFA letterhead]  
[insert date]

COULSON AVIATION (USA) INC.  
Attn:

**Re: Public Aircraft Declaration**

Dear Mr. \_\_\_\_\_:

As you know, the **ORANGE COUNTY FIRE AUTHORITY (OCFA)**, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov't Code §§ 6500 et seq.) and comprised of 24 member agencies, each of which is a political subdivision of the State of California, entered into a contract (Public Aircraft Agreement) dated June 28, 2019 with **COULSON AVIATION (USA) INC. (CAI)** under which CAI will exclusively lease the *[describe aircraft]* to OCFA and provide the exclusive services of such aircraft for a governmental function such as intelligence missions, firefighting, or biological or geological resource management of OCFA during the term of such Public Aircraft Agreement, which is one-hundred fifty (150) calendar days. We hereby declare that under Title 49 of the United States Code and in accordance with FAA Notice of Policy Regarding Civil Aircraft Operators Providing Contract Support to Government Entities (Public Aircraft Operations) published on March 23, 2011 in the Federal Register, and FAA Advisory Circular No. 00-1B, the governmental functions and the operations contemplated by the Public Aircraft Agreement qualify as Public Aircraft Operations (PAO). As such, we acknowledge that we have to provide this declaration to that effect, which CAI in turn shall provide to the FAA, prior to commencement of operations under the Public Aircraft Agreement. Below is information in support of this declaration, which is intended to apply to all flights operated by CAI pursuant to the Public Aircraft Agreement.

**Name of civil operator (the contracted operator):** Coulson Aviation (USA) Inc.

**Aircraft type(s) to be used for the PAO:** *[describe aircraft]*

**Name of aircraft owner(s):** *[reference registered owner of Aircraft]*

**Aircraft registration number(s):** *[registration marks]*

**Date of contract:**

**Date of proposed first flight as a PAO:**

**Date contract terminates:**

**Name of the government entity declaring public aircraft status (the government entity contracting for aircraft services):** ORANGE COUNTY FIRE AUTHORITY

**Name, title, and contact information for the government official making the declaration of PAO status:**

**Nature of operations (include enough detail to demonstrate that the flights are for a governmental function under the statute):** The Aircraft will dedicated exclusively during the 150 day term of the Public Aircraft Agreement to providing intelligence missions, firefighting, biological or geological resource management within the boundaries of the Orange County Fire Authority.

Should there be any questions or if additional information is needed, please feel free to contact me.

Sincerely,

[insert signatory and title]



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Orange County Fire Authority, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov't Code §§ 6500 *et seq.*) ("OCFA"), and \_\_\_\_\_, an individual ("Contractor"). OCFA and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified Contractor to provide Air Tactical Group Supervisor services in support of incident goals and objectives, hereinafter referred to as "Project"; and

WHEREAS, Contractor is fully qualified and certified by \_\_\_\_\_ to provide the necessary services for the Project and desires to provide such services; and

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

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Contractor warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that he/she possesses a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

## **1.2 Compliance with Law**

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

## **1.3 Licenses and Permits**

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

## **1.4 Familiarity with Work**

By executing this Agreement, Contractor warrants that he/she (a) has thoroughly investigated and considered the Work to be performed, (b) has carefully considered how the Work should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement.

## **1.5 Care of Work**

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

## **1.6 Additional Services**

Contractor shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Contractor shall not be required to perform any additional services without compensation. Any additional compensation not exceeding Fifty Thousand Dollars (\$50,000) annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

## **2. TIME FOR COMPLETION**

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

### **3. COMPENSATION OF CONTRACTOR**

#### **3.1 Compensation of Contractor**

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in the Scope of Services (Exhibit "A") in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000).

#### **3.2 Method of Payment**

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

#### **3.3 Changes**

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

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

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

#### **3.4 Appropriations**

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

### **4. PERFORMANCE SCHEDULE**

#### **4.1 Time of Essence**

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

#### **4.2 Schedule of Performance**

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in the Scope of Services (Exhibit "A"). The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

#### **4.3 Force Majeure**

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

#### **4.4 Term**

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

### **5. COORDINATION OF WORK**

#### **5.1 [Reserved]**

#### **5.2 Contract Officer**

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

#### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of the Contractor were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not

contract with any other individual or entity to perform in whole or in part the Services required hereunder.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, an OCFA employee. During the performance of this Agreement, Contractor shall act in an independent capacity and shall not act as an OCFA officer or employee. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor, except as set forth in this Agreement. Contractor, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

**5.4.2** Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Contractor in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing any Work or Services hereunder.

#### **5.6 Employee Retirement System Eligibility Indemnification**

##### **5.6.1 [Reserved]**

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in any employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

### **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance

required under this section. Contractor shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to meet all requirements herein.

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

**6.2.1 Professional Liability/Technology Errors and Omissions Insurance ("PLI").** Contractor shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Contractor. Contractor shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

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

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

**6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately



be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

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

**6.2.2 Automobile Liability Insurance.** Contractor shall maintain, in full force and effect throughout the term of this Agreement, a policy of personal Automobile liability insurance in compliance with all statutory requirements applicable in the State of California.

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

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

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

**6.4.1 [Reserved]**

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

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

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

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

**6.6 [Reserved]**

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

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

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

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

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

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

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

**6.10 [Reserved]**

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

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

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

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

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Contractor agrees to reimburse

OCFA for any losses resulting from its failure to timely comply with the requirements of this Agreement.

#### **6.11.5 [Reserved]**

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

### **7. RECORDS AND REPORTS**

#### **7.1 Reports**

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

#### **7.2 Records**

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

#### **7.3 Ownership of Documents**

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

#### **7.4 Release of Documents**

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

## **7.5 Confidential Materials**

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

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law**

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

### **8.2 Waiver**

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

### **8.3 Rights and Remedies are Cumulative**

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

### **8.4 Legal Action**

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

## **8.5 Termination Prior to Expiration of Term**

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

Contractor may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

## **8.6 Termination for Default of Contractor**

[Reserved]

## **8.7 Attorneys' Fees**

[Reserved]

# **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

## **9.1 Non-Liability of OCFA Officers and Employees**

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

## **9.2 Covenant Against Discrimination**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry.



## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

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

### **10.2 Notice**

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

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

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

To Contractor:

[Name]  
Attention: \_\_\_\_\_  
[Address]

### **10.2 Integrated Agreement**

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

### **10.3 Amendment**

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

### **10.4 Severability**

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

#### **10.5 Corporate Authority**

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

**[Signatures on Following Page]**

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

By:\_\_\_\_\_  
Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**APPROVED AS TO FORM.**

**ATTEST:**

By:\_\_\_\_\_  
David E. Kendig  
General Counsel

\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Board

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

**“Contractor”**

Contractor **NAME**

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

By:\_\_\_\_\_  
[Name]  
[Title]

## EXHIBIT "A"

### Scope of Services

#### **A1. Air Tactical Group Supervisor Position**

##### **A1.1 Position Overview**

**A1.1.1** As described in the Interagency Aerial Supervision Guide, as published by the National Wildfire Coordinating Group, "The ATGS coordinates incident airspace and manages incident air traffic. The ATGS is an airborne firefighter who coordinates, assigns, and evaluates the use of aerial resources in support of incident objectives. The ATGS is the link between ground personnel and incident aircraft. The ATGS must collaborate with ground personnel to develop and implement tactical and logistical missions on an incident. The ATGS must be proactive in communicating current and expected fire and weather conditions. The ATGS must provide candid feedback regarding the effectiveness of aviation operations and overall progress toward meeting incident objectives. The ATGS must also work with dispatch staff to coordinate the ordering, assignment, and release of incident aircraft in accordance with the needs of fire management and incident command personnel.

**A1.1.2** On Initial Attack (IA) incidents (Type 4 and 5), the ATGS will size up, prioritize, and coordinate the response of aerial and ground resources until a qualified Incident Commander (IC) arrives. On complex incidents (Type 1, 2, or 3), the ATGS will coordinate and prioritize the use of aircraft between several divisions or groups while maintaining communications with operations personnel and aircraft bases (fixed- or rotor-wing).

**A1.1.3** In the Incident Command System (ICS), the ATGS works for the IC on initial attack and the Operations Section Chief (OSC), Air Operations Branch Director, or operational designee on extended attack. The ATGS supervises the Airtanker Coordinator (ATCO), Leadplane Pilot, and the Helicopter Coordinator (HLCO) positions when activated. The ATGS is qualified to function as an ATCO or HLCO from either an airplane or helicopter."

##### **A1.2 Position Requirements**

At a minimum, ATGS must possess previously held fire chief officer status and possess and maintain wildland Incident Qualifications and Certification System (IQCS) qualifications for the position of Division Supervisor and/or Air Tactical Group Supervisor.

## **A.2 ATGS Responsibilities**

### **A2.1 Incident Response**

**A2.1.1** The ATGS will respond as part of the aircrew with the aircraft to wildland and all-hazards incidents. The ATGS will perform the duties described above and contained within the Interagency Aerial Supervision Guide, as published by the National Wildfire Coordinating Group, in coordination with OCFA Air Operations and/or third parties providing air operations services, as directed by OCFA. The ATGS must be available at the site of the aircraft.

**A2.1.2** The ATGS will provide wildland fire subject matter expertise for pre-attack, initial attack, and extended attack functions. Pre-attack services include evaluation of staffing, familiarization with maps, identification of potential cooperators, and other readiness activities.

**A2.1.3** As delegated by OCFA, the ATGS will ensure day to day contract compliance on assigned aircraft and is responsible for communicating any discrepancies or recommendations to the Air Operations Battalion Chief and/or Contracting Officer.

### **A2.2 Communications**

**A2.2.1** As required by OCFA, the ATGS may serve as the primary point-of-contract (POC) with the OCFA Emergency Command Center for daily status and dispatching to initial attack response.

**A2.2.2** The ATGS is responsible for developing and delivering pre and post incident briefings and After Action Reviews (AAR) for the air crews. Pre-incident briefings may include weather updates, incident status, pending orders, and other information as may be necessary to ensure all crew members required to deploy are able to.

**A2.2.3** The ATGS is responsible for inter cockpit Crew Resource Management (CRM) with OCFA and third party provider crews, as applicable, for the purpose of fostering cohesive team function during the execution of incident objectives.

### **A2.3 Deliverables**

The ATSG will assist with the development of Intelligence, Surveillance, and Reconnaissance (ISR) deliverables for fire incidents. Deliverables may include maps, files for the Geographic Information Systems section, and infrared video, which will be provided to the incident. The ATSG will ensure the deliverables meet the specifications of what is required by the incident.

## **A2.4 Training**

As requested by OCFA, provide informal and formal National Wildfire Coordinating Group (NWCG) wildland fire instruction. Informal training will be delivered during the course of the daily shift. Formal, classroom-style training will be scheduled and delivered outside the standard shift schedule.

## **A2.5 Schedules**

**A2.5.1 Daily Shift.** The daily shift is twelve (12) hours, and will be coordinated through the OCFA Air Operations Battalion Chief. The ATGS must be available on site at Fullerton Airport, or other location, as directed, for the duration of the daily shift.

**A2.5.2 Staffing Coordination.** The ATGS is responsible for coordinating all ATGS availability to ensure staffing is sufficient to meet the daily twelve-hour shift requirement. ATGS must communicate schedules and proposed changes to schedules to the OCFA Air Operations Battalion Chief.

## **A3. Compensation**

### **A3.1 Daily Rate**

**A3.1.1 Standard Shift.** The daily rate for the standard twelve (12) hour shift is \$1,600 and includes all staffing coordination activities, ATGS duties, and informal training provided during the shift.

**A3.1.2 Holdover.** In the event that holdover beyond the standard shift is required due to incident activity, services provided in excess of twelve (12) hours on reimbursable incidents will be charged at \$133 per hour. There will be no charge for services provided in excess of twelve (12) hours on non-reimbursable incidents.

**A3.1.3 Formal Training.** The daily rate for formal training provided by the ATGS is \$1,600.



## OCFA Special Procurement Justification Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 annually require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

Department/Section: Operations	Requested By: Chief Fennessy	Date: 06-17-19
Recommended Vendor: Coulson Aviation (USA) Inc	Vendor Contact: Wayne Coulson	Vendor's E-mail Address: wayne.coulson@coulsongroup.com
Vendor Address: 610 SW Alder Street, Suite 910 Portland, Oregon 97205		Vendor's Telephone #: (250) 720-6723
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 07/01/19 - 11/30/19	Contract Amount: \$3,750,000
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. Provide a detailed description of the product or service requested. Describe what it is. *Attach additional sheet if necessary.*

Coulson Aviation Inc. provides Next Generation Night Aerial Firefighting Performance-Based services which utilizes performance-based and state of the art technology in firefighting aircraft using a night-vision equipped firefighting Type 1 helitanker and incident coordination helicopter for the aerial attack of wildfires.

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. *Attach additional sheet if necessary.*

Coulson Aviation spear-headed the mission to establish a night firefighting operation in Australia after the 2009 Black Saturday fires and the Wye River fires. The night suppression operations included hover filling and open water sources and night vision goggles. Coulson has successfully provided night firefighting operations in Australia over the past three years. The Australian government (both federal and state) have documented the results which exceeded the initial

**SECTION III – JUSTIFICATION (continued)**

program expectations. This new program will expand next fire season in Australia. As the only aerial firefighting company operating both fixed-wing aircraft and Type I helicopters, Coulson Aviation (USA) Inc. is the best equipped company to handle aerial firefighting needs. While there may be other firms that offer firefighting airtanker services, Coulson is experienced and best positioned to begin these services in July 2019.

- 3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.**

The pricing includes 24/7 availability for 150 days. This contract is a result of agreements with SCE, OCFA, and Coulson Aviation (USA) Inc. in an effort to bring the services and the funding together for a benefit for residents of Orange County and the state of California to protect in the event of wildfires during fire season. SCE is providing the funding for these services.

- 4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**  
(If yes, please explain how and what the future costs will be.)

This is intended to be a 150-day pilot program. OCFA may determine a need for these services during future fire seasons. The special procurement will be re-examined at the conclusion of the pilot program should the services continue beyond the initial contract term.

**Special Procurement Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Chief Brian Fennessey		6/18/19
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
		
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Jim Ruane		6-18-19

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
	6/19/19
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	6/19/19

Executive Committee Approval Required ☐ Yes ☒ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☒ No Date approved \_\_\_\_\_



Southern California Edison Service Territory Map



## **California Environmental Quality Act (CEQA) Exemption Explanation**

The proposed project would result in OCFA's temporary storage and operation of two new helicopters at Fire Station 41 at the Fullerton Municipal Airport as part of a pilot program for a period of 150 days. The two new helicopters are the Sikorsky S-76 NVG Incident Command Helicopter and the Sikorsky S-61 NVG Water Dropping Helicopter. Both helicopters will be operated and maintained by crew supplied by Coulson Aviation (USA) Inc. The Sikorsky S-61 NVG Water Dropping Helicopter will be used for day and night operations, whereas the Sikorsky S-76 Incident Command Helicopter will be exclusively used for night operations. Notably, the helicopters will be made available to over 15 other counties in the southern region; therefore, the helicopters could also be fighting fires in those other counties during the 150-day pilot program.

The proposed project is exempt from CEQA for at least two reasons. First, the proposed pilot program is exempt pursuant to CEQA's statutory exemption for feasibility and planning studies. (14 Cal Code Regs, §15262). Pursuant to this exemption, CEQA does not apply to feasibility or planning studies that will not have a legally binding effect on later activities.

Here, the approval of the exclusive-use contract with Coulson Aviation for the lease of the Sikorsky S-76 NVG Incident Command Helicopter and the Sikorsky S-61 NVG Water Dropping Helicopter will result in a pilot program that will test whether certain aerial fire suppression tactics, such as helicopter hover filling from open water sources, will be an effective tool for fighting fires. The funding agreement between OCFA and SCE states OCFA will provide data and information to allow SCE to evaluate the effectiveness of the pilot program in suppressing wildfires, protecting lives and property, and increasing firefighting safety. Positive pilot program results may pave the way for the widespread use of the firefighting techniques developed during this pilot program. The results of the pilot program, however, will not require OCFA or any other agency to take any particular action. The pilot program; therefore, does not have a legally binding effect on later activities.

Further, the proposed hover-filling technique to be tested during 150-day pilot program, which will include the upcoming 2019 wildfire season, may increase water delivery and effective fire suppression because helicopters will not have to return to a fixed ground filling facility to refill. Rather, the helicopters would operate for shorter periods of time over shorter distances due to the proximity to the nearest water source. Thus, the pilot program is designed to aid in the improved suppression of wildfires during the upcoming 2019 wildfire season, and therefore takes into account environmental considerations.

Second, CEQA's Class 1 Exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing or private facilities, structures or topographical features involving negligible or no expansion of an existing or former use. (14 Cal Code Regs, §15301).

Here, 31 helicopters currently operate from the Fullerton Municipal Airport, including OCFA's four helicopters at Fire Station 41. (See Airport Environs Land Use Plan for Fullerton Municipal Airport (2019), p.20.).<sup>1</sup> Under the proposed pilot program, a total of 33 helicopters would operate from the Fullerton Municipal Airport, or an increase of 6.45% in the total number of helicopters at the Airport during the pilot program. The proposed pilot program; therefore, calls for a negligible expansion of the existing use of the Fullerton Municipal Airport.

When in operation, OCFA's helicopters generally leave Fire Station 41 in the morning and either return in the evening or land elsewhere for the night. If the helicopters land elsewhere for the night, it is generally at John Wayne Airport or a nearby base camp where OCFA is fighting a fire. On this basis, the proposed project could also temporarily increase the number of helicopter operations at John Wayne Airport. Specifically, in April of 2019, John Wayne Airport had a total of 18,850 general aviation trips (takeoffs and landings), for an average of 628 trips per day. (See John Wayne Airport Monthly Airport Statistics, April 2019).<sup>2</sup> These trips included helicopter operations. If OCFA's helicopters land at John Wayne Airport in the evening in lieu of returning to Fire Station 41, the number of in-bound or outbound helicopter trips at John Wayne Airport could increase by two per day. Increasing the daily helicopter operations at John Wayne Airport by two trips per day would be an approximate increase of 0.3%. The project; therefore, could also result in a temporary, negligible expansion of the existing helicopter operations at John Wayne Airport during the pilot program.

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<sup>1</sup> <https://www.ocair.com/commissions/aluc/docs/AELUP%20for%20FMA%2005092019.pdf>

<sup>2</sup> <https://www.ocair.com/newsroom/news/airportstats>. In fact, general aviation, which includes helicopters and corporate jets, accounts for the majority of John Wayne Airport's total aircraft operations (takeoffs and landings). <https://www.ocair.com/generalaviation/default>.



## Notice of Exemption For CEQA Compliance

**To:** Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

**From:** Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA 92602

✓ County Clerk  
County of Orange  
12 Civic Center Plaza, Room 101  
Santa Ana, CA 92701

**Project Title:**

Next Generation Aerial Operations Based Pilot Program.

**Project Location - Specific:**

Fire Station 41 is located at 3900 Artesia Boulevard, Fullerton, CA 92833. Fire Station 41 is located within the Fullerton Municipal Airport and the Airport's main address is 4011 West Commonwealth, Fullerton, CA 92833 (cross street is Dale Street).

**Project Location - City:** Fullerton **Project Location - County:** County of Orange

**Description of Nature, Purpose, and Beneficiaries of Project:**

The project is a 150-day aerial firefighting performance-based pilot program in collaboration with Southern California Edison, Coulson Aviation (USA) Inc., and the Orange County Fire Authority to enhance regional wildfire aerial response. The pilot program will commence on July 1, 2019, and will be available for daytime and nighttime firefighting. The proposed project would result in OCFA's temporary storage and operation of two (2) new helicopters at Fire Station 41 (Fullerton Municipal Airport) as part of a pilot program for a period of 150 days. The two (2) new helicopters are the Sikorsky S-76 NVG Incident Command Helicopter and the Sikorsky S-61 NVG Water Dropping Helicopter. Both helicopters will be operated and maintained by crew supplied by Coulson Aviation (USA) Inc.

**Name of Public Agency Approving Project:** Orange County Fire Authority

**Name of Project Applicant:** Orange County Fire Authority

**Exempt Status:** *(check one)*



- ❑ Ministerial (Sec. 21080(b)(1); 15268);
- ❑ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ❑ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ✓ Categorical Exemption. State type and section number: CEQA Class 1, Existing Facility (14 Cal. Code Regs., §15301)
- ✓ Statutory Exemptions. State code number: Feasibility and Planning Studies (14 Cal Code Regs., §15262)

### **Reasons why the project is exempt:**

The Sikorsky S-61 NVG Water Dropping Helicopter will be used for day and night operations, whereas the Sikorsky S-76 Incident Command Helicopter will be exclusively used for night operations. Notably, the helicopters will be made available to over 15 other counties in the southern region; therefore, the helicopters will also be fighting fires in those other counties during the 150-day pilot program.

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Further, the proposed hover-filling technique to be tested during 150-day pilot program, which will include the upcoming 2019 wildfire season, may increase water delivery and effective fire suppression because helicopters will not have to return to a fixed ground filling facility to refill. Rather, the helicopters would operate for shorter periods of time over shorter distances due to the proximity to the nearest water source. Thus, the pilot program is designed to aid in the improved suppression of wildfires during the upcoming 2019 wildfire season, and, therefore, takes into account environmental considerations.

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**Lead Agency Contact Person:** Brian Fennessy, Fire Chief

**Area Code/Telephone/Extension:** (714) 573-6010

**If filed by applicant:**

1. Attach document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  
☐ Yes ☐ No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Signature:

✓ Signed by the Lead Agency

✓ Signed by the Applicant

**Date received for filing:** \_\_\_\_\_

<sup>1</sup> <https://www.ocair.com/commissions/aluc/docs/AELUP%20for%20FMA%2005092019.pdf>

<sup>2</sup> <https://www.ocair.com/newsroom/news/airportstats>. In fact, general aviation, which includes helicopters and corporate jets, accounts for the majority of John Wayne Airport's total aircraft operations (takeoffs and landings). <https://www.ocair.com/generalaviation/default>.



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

**Board of Directors Meeting**  
**June 27, 2019**

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

**Updated Cost Reimbursement Rates**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012
Jim Ruane, Assistant Chief/Logistics Finance Manager/Auditor	<a href="mailto:jimruane@ocfa.org">jimruane@ocfa.org</a>	714.573.6801

**Summary**

This item is submitted to request approval of the proposed update to the Cost Reimbursement rates to include rates for helicopters provided to OCFA by Coulson Aviation and the Air Tactical Group Supervisors (ATGS).

**Prior Board/Committee Action**

FY 2019/20 cost reimbursement rates were approved at the May 23, 2019, Board of Directors meeting. These rates are used when OCFA resources are ordered by various Federal (Cleveland National Park Forest Service) and State (CAL FIRE) agencies.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and approve the updated Cost Reimbursement Rate schedules to be effective July 1, 2019.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The fiscal impact of the new rates will be based on the number of incidents that occur throughout the year and will be incorporated into the mid-year budget update.

**Background**

This agenda item adds reimbursement rates for helitanker, helicopter, and Air Tactical Group Supervisor provided by an OCFA contractor. The new rates are included in the proposed reimbursement rates by position (Attachment 1A), the Cal OES personnel reimbursement rates (Attachment 1B), and equipment reimbursement rates (Attachment 2).

**Attachment(s)**

1. Proposed Cost Reimbursement Rates – Personnel
  - a. Proposed Cost Reimbursement Rates – All Agencies except Cal OES
  - b. Proposed Cost Reimbursement Rates – Cal OES
2. Proposed Cost Reimbursement Rates – Equipment

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2019**

CLASSIFICATION	2018/19 ADOPTED RATES	2019/20 ADOPTED RATE with ICRP	\$ CHANGE	% CHANGE
<b>SUPPRESSION PERSONNEL</b>				
FIRE DIVISION CHIEF	\$170.96	<b>\$181.57</b>	\$10.61	6.20%
FIRE BATTALION CHIEF (SHIFT)	\$107.02	<b>\$111.86</b>	\$4.84	4.52%
FIRE BATTALION CHIEF (STAFF)	\$148.51	<b>\$156.28</b>	\$7.77	5.23%
FIRE CAPTAIN (FC)	\$79.78	<b>\$81.38</b>	\$1.61	2.01%
FC/HAZMAT	\$84.37	<b>\$86.13</b>	\$1.76	2.08%
FC/HAZMAT PARAMEDIC	\$90.49	<b>\$92.45</b>	\$1.96	2.17%
FC/HAZMAT SPECIALIST	\$85.90	<b>\$87.71</b>	\$1.81	2.11%
FC/PARAMEDIC	\$88.96	<b>\$90.87</b>	\$1.91	2.15%
FC/TECH RESCUE TRUCK	\$84.37	<b>\$86.13</b>	\$1.76	2.08%
FIRE APPARATUS ENGINEER (FAE)	\$68.23	<b>\$69.90</b>	\$1.67	2.45%
FAE/HAZMAT	\$72.82	<b>\$74.65</b>	\$1.83	2.51%
FAE/HAZMAT PARAMEDIC	\$78.94	<b>\$80.97</b>	\$2.03	2.57%
FAE/HAZMAT SPECIALIST	\$74.35	<b>\$76.23</b>	\$1.88	2.52%
FAE/PARAMEDIC	\$77.41	<b>\$79.39</b>	\$1.98	2.55%
FAE/TECH RESCUE TRUCK	\$72.82	<b>\$74.65</b>	\$1.83	2.51%
FIREFIGHTER (FF)	\$57.87	<b>\$60.02</b>	\$2.15	3.72%
FF/HAZMAT	\$62.46	<b>\$64.76</b>	\$2.30	3.69%
FF/HAZMAT PARAMEDIC	\$68.58	<b>\$71.08</b>	\$2.50	3.65%
FF/HAZMAT SPECIALIST	\$63.99	<b>\$66.34</b>	\$2.35	3.68%
FF/PARAMEDIC	\$67.05	<b>\$69.50</b>	\$2.45	3.66%
FF/TECH RESCUE TRUCK	\$62.46	<b>\$64.76</b>	\$2.30	3.69%
HAND CREW (FIREFIGHTER)	\$41.10	<b>\$42.44</b>	\$1.34	3.26%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$80.40	<b>\$83.05</b>	\$2.66	3.30%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$68.68	<b>\$70.93</b>	\$2.26	3.29%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$61.22	<b>\$63.24</b>	\$2.02	3.30%
HEAVY FIRE EQUIPMENT OPERATOR	\$111.04	<b>\$110.21</b>	(\$0.83)	-0.75%
FIRE PILOT	\$80.38	<b>\$85.85</b>	\$5.47	6.81%
<b>NON-SUPPRESSION PERSONNEL</b>				
ACCOUNTANT	\$72.48	<b>\$75.51</b>	\$3.03	4.18%
ASST. IT MANAGER	\$89.10	<b>\$92.76</b>	\$3.66	4.11%
ASST. FIRE APPARATUS TECHNICIAN	\$56.70	<b>\$46.85</b>	(\$9.85)	-17.37%
ASST. FIRE MARSHAL	\$101.17	<b>\$111.42</b>	\$10.25	10.13%
ASST. PURCHASING AGENT	\$84.93	<b>\$83.08</b>	(\$1.85)	-2.18%
BUYER	\$63.15	<b>\$60.77</b>	(\$2.38)	-3.77%
COMMUNICATIONS TECHNICIAN	\$59.92	<b>\$64.94</b>	\$5.02	8.37%
COMMUNICATIONS SERVICE SUPERVISOR	\$79.54	<b>\$87.65</b>	\$8.12	10.20%
DEPUTY FIRE MARSHAL	n/a	<b>\$89.96</b>	n/a	n/a
EMERGENCY COMM CENTER MANAGER	\$72.24	<b>\$77.33</b>	\$5.09	7.05%
FINANCE MANAGER	\$101.06	<b>\$102.54</b>	\$1.48	1.46%
FIRE APPARATUS TECHNICIAN	\$69.97	<b>\$72.30</b>	\$2.33	3.33%
FIRE COMM RELAT/ED SPECIALIST	\$66.92	<b>\$66.71</b>	(\$0.21)	-0.32%
FIRE COMM RELAT/ED SUPERVISOR	\$79.63	<b>\$72.60</b>	(\$7.04)	-8.83%
FIRE COMMUNICATIONS DISPATCHER	\$65.63	<b>\$66.69</b>	\$1.06	1.62%
FIRE COMMUNICATIONS SUPERVISOR	\$77.26	<b>\$76.86</b>	(\$0.40)	-0.52%
FIRE EQUIPMENT TECHNICIAN	\$40.98	<b>\$42.16</b>	\$1.19	2.90%
FIRE HELICOPTER TECHNICIAN	\$83.86	<b>\$74.46</b>	(\$9.40)	-11.21%
FIRE PREVENTION ANALYST	\$96.12	<b>\$97.23</b>	\$1.11	1.16%
FIRE PREVENTION SPECIALIST	\$75.45	<b>\$80.00</b>	\$4.55	6.03%

Notes:

- (1) 5% EMT specialty pay is included in Hand Crew FF average rate  
(2) Adjustment to management positions to reflect overtime as straight time rather than 1.5 x hourly rate.

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2019**

CLASSIFICATION	2018/19 ADOPTED RATES	2019/20 ADOPTED RATE with ICRP	\$ CHANGE	% CHANGE
FIRE PREVENTION TRAINEE	n/a	<b>\$57.79</b>	n/a	n/a
FIRE SAFETY ENGINEER	n/a	<b>\$117.48</b>	n/a	n/a
FLEET SERVICES COORDINATOR	\$81.50	<b>\$82.80</b>	\$1.30	1.59%
FLEET SERVICES SUPERVISOR	\$85.42	<b>\$88.32</b>	\$2.90	3.40%
GENERAL LABORER	\$35.28	<b>\$35.80</b>	\$0.52	1.48%
GIS ANALYST	\$101.27	<b>\$105.70</b>	\$4.44	4.38%
GIS SUPERVISOR	\$109.60	<b>\$120.85</b>	\$11.25	10.26%
INFORMATION TECHNOLOGY ANALYST	\$101.30	<b>\$105.70</b>	\$4.40	4.34%
INFORMATION TECHNOLOGY SPECIALIST	\$75.01	<b>\$84.56</b>	\$9.56	12.74%
INFORMATION TECHNOLOGY SUPERVISOR	\$125.53	<b>\$127.59</b>	\$2.06	1.64%
INFORMATION TECHNOLOGY TECHNICIAN	\$73.32	<b>\$76.15</b>	\$2.82	3.85%
MEDICAL DIRECTOR	\$101.06	<b>\$102.54</b>	\$1.48	1.46%
PURCHASING MANAGER	\$94.84	<b>\$96.22</b>	\$1.38	1.45%
RESERVE FIREFIGHTER	\$2.06	<b>\$2.41</b>	\$0.35	16.98%
RISK MANAGEMENT ANALYST	\$73.99	<b>\$68.13</b>	(\$5.86)	-7.92%
RISK MANAGEMENT SAFETY OFFICER	\$73.99	<b>\$75.07</b>	\$1.07	1.45%
RISK MANAGEMENT SPECIALIST	n/a	<b>\$62.37</b>	n/a	n/a
SERVICE CENTER LEAD	\$75.11	<b>\$76.32</b>	\$1.21	1.61%
SERVICE CENTER SUPERVISOR	\$90.56	<b>\$93.62</b>	\$3.06	3.37%
SR. ACCOUNTANT	\$73.13	<b>\$74.56</b>	\$1.43	1.96%
SR. ACCT. SUPPORT SPEC.	\$38.80	<b>\$59.31</b>	\$20.51	52.86%
SR. COMMUNICATIONS TECHNICIAN	\$65.31	<b>\$66.38</b>	\$1.06	1.63%
SR. FIRE APPARATUS TECHNICIAN	\$70.69	<b>\$74.20</b>	\$3.51	4.97%
SR. FIRE COMMUNICATIONS SUPV.	\$86.10	<b>\$87.47</b>	\$1.37	1.60%
SR. FIRE EQUIPMENT TECHNICIAN	\$58.89	<b>\$62.04</b>	\$3.15	5.35%
SR. FIRE HELICOPTER TECHNICIAN	\$91.14	<b>\$106.28</b>	\$15.14	16.62%
SR. FIRE PREVENTION SPECIALIST	\$90.78	<b>\$92.27</b>	\$1.49	1.64%
SR. INFO TECHNOLOGY ANALYST	\$108.31	<b>\$112.88</b>	\$4.58	4.22%
WILDLAND RESOURCE PLANNER	\$81.26	<b>\$82.60</b>	\$1.34	1.64%
<b>MUTUALLY BENEFICIAL RATES:</b>				
HAND CREW (FIREFIGHTER)	\$21.18	<b>\$21.85</b>	\$0.67	3.16%
HAND CREW SUPERVISOR (STAFF FIRE CAPTAIN)	\$41.43	<b>\$42.76</b>	\$1.33	3.21%
HAND CREW SUPERVISOR (STAFF FIRE APP. ENGINEER)	\$35.39	<b>\$36.52</b>	\$1.13	3.19%
HAND CREW SUPERVISOR (STAFF FIREFIGHTER)	\$31.55	<b>\$32.56</b>	\$1.01	3.20%
HEAVY FIRE EQUIPMENT OPERATOR	\$57.22	<b>\$56.74</b>	(\$0.48)	-0.84%
SWAMPER/HAND CREW FF	\$21.18	<b>\$21.85</b>	\$0.67	3.16%
<b>AIR TACTICAL GROUP SUPERVISOR (ATGS) - OCFA CONTRACTOR</b>	<b>N/A</b>	<b>\$133.33</b>	<b>N/A</b>	<b>N/A</b>

## Notes:

- (1) 5% EMT specialty pay is included in Hand Crew FF average rate  
 (2) Adjustment to management positions to reflect overtime as straight time rather than 1.5 x hourly rate.

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2019**

CLASSIFICATION	2018/19 ADOPTED RATE					2019/20 ADOPTED RATE	\$ CHANGE	% CHANGE
<b>SUPPRESSION POSITIONS</b>								
FIRE DIVISION CHIEF	\$170.96					<b>\$181.57</b>	\$10.61	6.20%
FIRE BATTALION CHIEF	\$127.76					<b>\$134.08</b>	\$6.31	4.94%
FIRE CAPTAIN	\$85.69					<b>\$88.24</b>	\$2.54	2.97%
FIRE APPARATUS ENGINEER	\$72.29					<b>\$74.93</b>	\$2.65	3.66%
FIREFIGHTER	\$63.47					<b>\$65.67</b>	\$2.19	3.46%
HAND CREW (FIREFIGHTER)	\$41.10					<b>\$42.44</b>	\$1.34	3.26%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$80.40					<b>\$83.05</b>	\$2.66	3.30%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$68.68					<b>\$70.93</b>	\$2.26	3.29%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$61.22					<b>\$63.24</b>	\$2.02	3.30%
HEAVY FIRE EQUIPMENT OPERATOR	\$111.04					<b>\$110.21</b>	(\$0.83)	-0.75%
FIRE PILOT	\$80.38					<b>\$85.85</b>	\$5.47	6.81%
<b>NON-SUPPRESSION POSITIONS</b>								
CLASSIFICATION	2018/19 ADOPTED REGULAR RATE	2019/20 ADOPTED REGULAR RATE	\$ CHANGE	% CHANGE	2018/19 ADOPTED OT RATE	2019/20 ADOPTED OT RATE	\$ CHANGE	% CHANGE
ACCOUNTANT	\$70.81	\$76.05	\$5.24	7.40%	\$72.48	<b>\$75.51</b>	\$3.03	4.18%
ASST. IT MANAGER	\$135.03	\$143.29	\$8.26	6.12%	\$89.10	<b>\$92.76</b>	\$3.66	4.11%
ASST. FIRE APPARATUS TECHNICIAN	\$57.47	\$50.77	(\$6.70)	-11.66%	\$56.70	<b>\$46.85</b>	(\$9.85)	-17.37%
ASST. PURCHASING AGENT	\$81.75	\$82.92	\$1.17	1.43%	\$84.93	<b>\$83.08</b>	(\$1.85)	-2.18%
ASST. FIRE MARSHAL	\$96.03	\$108.63	\$12.60	13.12%	\$101.17	<b>\$111.42</b>	\$10.25	10.13%
BUYER	\$62.59	\$62.68	\$0.09	0.15%	\$63.15	<b>\$60.77</b>	(\$2.38)	-3.77%
COMMUNICATIONS TECHNICIAN	\$59.77	\$66.45	\$6.69	11.19%	\$59.92	<b>\$64.94</b>	\$5.02	8.37%
COMMUNICATIONS SERVICES SUPERVISOR	\$77.00	\$87.07	\$10.07	13.07%	\$79.54	<b>\$87.65</b>	\$8.12	10.20%
DEPUTY FIRE MARSHAL	\$0.00	\$139.46	\$139.46	n/a	\$0.00	<b>\$89.96</b>	\$89.96	n/a
EMERGENCY COMM CENTER MANAGER	\$112.69	\$122.21	\$9.52	8.45%	\$72.24	<b>\$77.33</b>	\$5.09	7.05%
FINANCE MANAGER	\$150.89	\$156.65	\$5.76	3.82%	\$101.06	<b>\$102.54</b>	\$1.48	1.46%
FIRE APPARATUS TECHNICIAN	\$69.14	\$73.87	\$4.73	6.84%	\$69.97	<b>\$72.30</b>	\$2.33	3.33%
FIRE COMM RELAT/ED SPECIALIST	\$65.91	\$68.07	\$2.15	3.27%	\$66.92	<b>\$66.71</b>	(\$0.21)	-0.32%
FIRE COMM RELAT/ED SUPERVISOR	\$77.09	\$73.41	(\$3.67)	-4.77%	\$79.63	<b>\$72.60</b>	(\$7.04)	-8.83%
FIRE COMMUNICATIONS DISPATCHER	\$64.78	\$68.05	\$3.27	5.05%	\$65.63	<b>\$66.69</b>	\$1.06	1.62%
FIRE COMMUNICATIONS SUPV.	\$75.01	\$77.27	\$2.26	3.02%	\$77.26	<b>\$76.86</b>	(\$0.40)	-0.52%
FIRE EQUIPMENT TECHNICIAN	\$43.65	\$46.52	\$2.87	6.57%	\$40.98	<b>\$42.16</b>	\$1.19	2.90%
FIRE HELICOPTER TECHNICIAN	\$81.34	\$75.82	(\$5.53)	-6.79%	\$83.86	<b>\$74.46</b>	(\$9.40)	-11.21%
FIRE PREVENTION ANALYST	\$91.58	\$95.76	\$4.18	4.56%	\$96.12	<b>\$97.23</b>	\$1.11	1.16%
FIRE PREVENTION SPECIALIST	\$73.40	\$80.12	\$6.72	9.16%	\$75.45	<b>\$80.00</b>	\$4.55	6.03%
FIRE PREVENTION TRAINEE	\$0.00	\$59.71	\$59.71	n/a	\$0.00	<b>\$57.79</b>	\$57.79	n/a
FIRE SAFETY ENGINEER	\$0.00	\$114.12	\$114.12	n/a	\$0.00	<b>\$117.48</b>	\$117.48	n/a
FLEET SERVICES COORDINATOR	\$78.73	\$82.67	\$3.94	5.00%	\$81.50	<b>\$82.80</b>	\$1.30	1.59%
FLEET SERVICES SUPERVISOR	\$82.70	\$88.39	\$5.68	6.87%	\$85.42	<b>\$88.32</b>	\$2.90	3.40%
GENERAL LABORER	\$38.63	\$40.74	\$2.11	5.46%	\$35.28	<b>\$35.80</b>	\$0.52	1.48%
GIS ANALYST	\$96.10	\$103.44	\$7.34	7.64%	\$101.27	<b>\$105.70</b>	\$4.44	4.38%
GIS SUPERVISOR	\$103.43	\$117.19	\$13.76	13.31%	\$109.60	<b>\$120.85</b>	\$11.25	10.26%
INFORMATION TECHNOLOGY ANALYST	\$96.14	\$103.44	\$7.30	7.60%	\$101.30	<b>\$105.70</b>	\$4.40	4.34%
INFORMATION TECHNOLOGY SPECIALIST	\$72.81	\$83.99	\$11.19	15.37%	\$75.01	<b>\$84.56</b>	\$9.56	12.74%
INFORMATION TECHNOLOGY SUPERVISOR	\$117.44	\$123.29	\$5.85	4.98%	\$125.53	<b>\$127.59</b>	\$2.06	1.64%
INFORMATION TECHNOLOGY TECHNICIAN	\$71.33	\$76.36	\$5.03	7.05%	\$73.32	<b>\$76.15</b>	\$2.82	3.85%
MEDICAL DIRECTOR	\$150.89	\$156.65	\$5.76	3.82%	\$101.06	<b>\$102.54</b>	\$1.48	1.46%
PURCHASING MANAGER	\$142.65	\$148.00	\$5.36	3.76%	\$94.84	<b>\$96.22</b>	\$1.38	1.45%

## Notes:

- (1) HazMat (\$2.44/hr), HazMat Paramedic (\$5.70/hr), HazSpecialist (\$3.26/hr), Paramedic (\$4.88/hr), and Tech Rescue Truck (\$2.44/hr) specialty pays are now included in
- (2) 5% EMT specialty pay is included in Hand Crew FF average rate
- (3) Adjustment to management positions to reflect overtime as straight time rather than 1.5 x hourly rate.



**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2019**

CLASSIFICATION	2018/19 ADOPTED RATE					2019/20 ADOPTED RATE	\$ CHANGE	% CHANGE
RESERVE FIREFIGHTER	\$1.50	\$1.76	\$0.26	16.98%	\$2.06	<b>\$2.41</b>	\$0.35	16.98%
RISK MANAGEMENT ANALYST	\$115.02	\$109.64	(\$5.38)	-4.68%	\$73.99	<b>\$68.13</b>	(\$5.86)	-7.92%
RISK MANAGEMENT SAFETY OFFICER	\$115.02	\$119.11	\$4.09	3.56%	\$73.99	<b>\$75.07</b>	\$1.07	1.45%
RISK MANAGEMENT SPECIALIST	\$0.00	\$64.14	\$64.14	n/a	\$0.00	<b>\$62.37</b>	\$62.37	n/a
SERVICE CENTER LEAD	\$73.12	\$76.79	\$3.67	5.01%	\$75.11	<b>\$76.32</b>	\$1.21	1.61%
SERVICE CENTER SUPERVISOR	\$87.24	\$93.19	\$5.96	6.83%	\$90.56	<b>\$93.62</b>	\$3.06	3.37%
SR. ACCOUNTANT	\$113.86	\$118.43	\$4.57	4.01%	\$73.13	<b>\$74.56</b>	\$1.43	1.96%
SR. ACCT. SUPPORT SPEC.	\$58.24	\$61.35	\$3.10	5.33%	\$38.80	<b>\$59.31</b>	\$20.51	52.86%
SR. COMMUNICATIONS TECHNICIAN	\$64.50	\$67.76	\$3.26	5.06%	\$65.31	<b>\$66.38</b>	\$1.06	1.63%
SR. FIRE APPARATUS TECHNICIAN	\$69.77	\$75.58	\$5.81	8.33%	\$70.69	<b>\$74.20</b>	\$3.51	4.97%
SR. FIRE COMMUNICATIONS SUPV.	\$82.77	\$86.90	\$4.13	4.99%	\$86.10	<b>\$87.47</b>	\$1.37	1.60%
SR. FIRE EQUIPMENT TECHNICIAN	\$59.39	\$64.55	\$5.15	8.68%	\$58.89	<b>\$62.04</b>	\$3.15	5.35%
SR. FIRE HELICOPTER TECHNICIAN	\$87.73	\$104.68	\$16.94	19.31%	\$91.14	<b>\$106.28</b>	\$15.14	16.62%
SR. FIRE PREVENTION SPECIALIST	\$86.89	\$91.25	\$4.37	5.03%	\$90.78	<b>\$92.27</b>	\$1.49	1.64%
SR. INFO TECHNOLOGY ANALYST	\$102.30	\$109.95	\$7.66	7.48%	\$108.31	<b>\$112.88</b>	\$4.58	4.22%
WILDLAND RESOURCE PLANNER	\$78.52	\$82.49	\$3.96	5.04%	\$81.26	<b>\$82.60</b>	\$1.34	1.64%

CIVILIAN POSITIONS								
AFFILIATED MEMBER	\$55.93					<b>\$59.24</b>	\$3.31	5.92%
CANINE SPECIALIST	\$37.50					<b>\$37.50</b>	\$0.00	0.00%
DOCTOR	\$90.38					<b>\$90.38</b>	\$0.00	0.00%
HEAVY RIGGING SPECIALIST	\$40.00					<b>\$40.00</b>	\$0.00	0.00%
STRUCTURE SPECIALIST	\$70.95					<b>\$70.95</b>	\$0.00	0.00%
<b>AIR TACTICAL GROUP SUPERVISOR (ATGS) - OCFA CONTRACTOR</b>	<b>N/A</b>					<b>\$133.33</b>	<b>N/A</b>	<b>N/A</b>

## Notes:

- (1) HazMat (\$2.44/hr), HazMat Paramedic (\$5.70/hr), HazSpecialist (\$3.26/hr), Paramedic (\$4.88/hr), and Tech Rescue Truck (\$2.44/hr) specialty pays are now included in
- (2) 5% EMT specialty pay is included in Hand Crew FF average rate
- (3) Adjustment to management positions to reflect overtime as straight time rather than 1.5 x hourly rate.

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES**  
**EQUIPMENT**  
**EFFECTIVE JULY 1, 2019**

DESCRIPTION	2018/19 RATE	2019/20 RATE	\$ CHANGE	% CHANGE	SOURCE	Hourly / Daily
TYPE 1 ENGINE	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
TYPE 2 ENGINE	\$68.00	\$68.00	\$0.00	0.00%	FEMA	Hourly
TYPE 3 ENGINE	\$68.00	\$68.00	\$0.00	0.00%	FEMA	Hourly
TRUCK/QUINT	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
AIR/LIGHT UTILITY	\$23.84	\$23.84	\$0.00	0.00%	FEMA	Hourly
AIRPORT CRASH UNIT	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
CHIPPER	\$24.31	\$24.31	\$0.00	0.00%	FEMA	Hourly
COMPACT TRACK LOADER	\$36.05	\$36.05	\$0.00	0.00%	FEMA	Hourly
CREW CARRYING VEHICLE	\$20.95	\$20.95	\$0.00	0.00%	FEMA	Hourly
DOZER	\$93.74	\$93.74	\$0.00	0.00%	FEMA	Hourly
DOZER MODULE (DOZER+TRANSPORT)	\$160.64	\$160.64	\$0.00	0.00%	FEMA	Hourly
DOZER TENDER	\$17.65	\$17.65	\$0.00	0.00%	FEMA	Hourly
DOZER TRAILER	\$15.50	\$15.50	\$0.00	0.00%	FEMA	Hourly
DOZER TRANSPORT	\$66.90	\$66.90	\$0.00	0.00%	FEMA	Hourly
DUMP TRUCK	\$75.50	\$75.50	\$0.00	0.00%	FEMA	Hourly
FIRE COMMAND UNIT	\$20.95	\$20.95	\$0.00	0.00%	FEMA	Hourly
FUEL TENDER	\$28.70	\$28.70	\$0.00	0.00%	FEMA	Hourly
GRADER	\$46.50	\$46.50	\$0.00	0.00%	FEMA	Hourly
LOADER	\$43.85	\$43.85	\$0.00	0.00%	FEMA	Hourly
MECHANIC SERVICE TRUCK	\$96.00	\$96.00	\$0.00	0.00%	Cal OES	Daily
MEDIC UNIT	\$96.00	\$96.00	\$0.00	0.00%	Cal OES	Daily
PATROL UNIT ( Type 6/ Swift Water Rescue)	\$68.00	\$68.00	\$0.00	0.00%	FEMA	Hourly
PICKUP (less than 3/4 ton)	\$86.00	\$86.00	\$0.00	0.00%	Cal OES	Daily
SEDAN	\$47.00	\$47.00	\$0.00	0.00%	Cal OES	Daily
SPORT UTILITY VEHICLE	\$96.00	\$96.00	\$0.00	0.00%	Cal OES	Daily
VAN	\$109.00	\$109.00	\$0.00	0.00%	Cal OES	Daily
WATER TENDER	\$28.70	\$28.70	\$0.00	0.00%	FEMA	Hourly
OTHER (3/4 ton and above)	\$96.00	\$96.00	\$0.00	0.00%	Cal OES	Daily
HAZMAT (Unit 4)	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
HAZMAT (Unit 79)	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
HAZMAT (Unit 204)	\$20.60	\$20.60	\$0.00	0.00%	FEMA	Hourly
HELICOPTER - BELL SUPER HUEY (1)	\$1,400.77	\$1,482.23	\$81.46	5.82%	OCFA	Hourly
HELICOPTER - BELL 412 (1)	\$3,494.50	\$3,954.61	\$460.11	13.17%	OCFA	Hourly
HELITANKER SIKORSKY S-61	N/A	\$4,000.00	N/A	N/A	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76	N/A	\$3,000.00	N/A	N/A	OCFA CONTRACTOR	Hourly

Notes:

1. Helicopter rates are based on 20 years useful life without the pilot and crew chief (Captain). The new rate reflects average usage for the past four years.