



ORANGE COUNTY FIRE AUTHORITY AGENDA

Budget and Finance Committee Meeting

Wednesday, October 9, 2019

12:00 Noon

Orange County Fire Authority Regional Fire Operations and Training Center

1 Fire Authority Road

Room AE117

Irvine, California 92602

Shelley Hasselbrink, Chair

Don Sedgwick, Vice Chair

Sergio Farias Gene Hernandez Joe Muller Ed Sachs Tri Ta

Jennifer Cervantez - Ex Officio

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 Budget and Finance Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

If you wish to speak before the Budget and Finance Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority. Speaker Forms are available on the counter noted in the meeting 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. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE by Director Ta

ROLL CALL

PUBLIC COMMENTS

Any member of the public may address the Committee on items within the Committee'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 Committee as a whole, and do not engage in dialogue with individual Committee Members, Authority staff, or members of the audience.

2. MINUTES

A. Minutes for the September 11, 2019, Budget and Finance Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

A. 2018 Urban Areas Security Initiative Grant Program Agreement to Transfer Property or Funds

Submitted by: Mark Sanchez, Assistant Chief/Field Operations Department

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of October 24, 2019, with Budget and Finance Committee's recommendations that the Board of Directors:

1. Accept the 2018 Urban Area Security Initiative Sub-Recipient Transfer Agreement.
2. Approve and authorize the Fire Chief to execute the necessary agreement(s).

B. Acceptance of FY 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks

Submitted by: Mark Sanchez, Assistant Chief/Field Operations Department

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of October 24, 2019, with Budget and Finance Committee's recommendations that the Board of Directors:

1. Accept the FY 2016 United States Department of Homeland Security/Federal Emergency Management Agency Grant to Prepare Communities for Complex Coordinated Terrorist Attacks Program.
2. Approve a Budget Adjustment in Fund 121 to increase revenue and expenditures by \$35,189 for the grant program award.
3. Approve and authorize the Fire Chief to execute the necessary agreement(s).

C. 2018 Assistance to Firefighters Grant Program Acceptance of Funds

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

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of October 24, 2019, with Budget and Finance Committee's recommendations that the Board of Directors:

1. Amend the Master Position Control List to add one limited-term Battalion Chief to serve as Grant Program Manager among other related duties.
2. Approve a Budget Adjustment in the General Fund (121) increasing revenues by \$1,323,986 and expenditures by \$1,522,584 for the Fire Ground Survival training.
3. Approve and authorize the Board Chair and/or Fire Chief and/or their designee to execute all documents necessary to effectuate the grant award.

4. DISCUSSION CALENDAR**A. Monthly Investment Reports**

Submitted by: Tricia Jakubiak, Treasurer

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of October 24, 2019, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

B. Citygate Service Level Assessment Update and Adjustment to Purchase Orders

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

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of October 24, 2019, with the Budget and Finance Committee's recommendation that the Executive Committee:

1. Receive and file the Service Level Assessments update for the period covering June through August 2019.
2. Approve and authorize the Purchasing Manager to reallocate funding from the Purchase Orders issued for the Executive Leadership Team and Fleet Services into the Field Deployment Service with the total contract amount remaining unchanged (\$700,725).

REPORTS

No items.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Budget and Finance Committee is scheduled for Wednesday, November 13, 2019, at 12:00 noon.

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 and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 3rd day of October 2019.

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

UPCOMING MEETINGS:

Executive Committee Meeting
Board of Directors Meeting

Thursday, October 24, 2019, 5:30 p.m.
Thursday, October 24, 2019, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

Budget and Finance Committee Regular Meeting
Wednesday, September 11, 2019
12:00 Noon

Regional Fire Operations and Training Center
Room AE117
1 Fire Authority Road
Irvine, CA 92602

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Budget and Finance Committee was called to order on September 11, 2019, at 12:00 p.m. by Chair Hasselbrink.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Shelley Hasselbrink, Los Alamitos
Don Sedgwick, Laguna Hills
Joseph Muller, Dana Point
Ed Sachs, Mission Viejo
Gene Hernandez, Yorba Linda

Absent: Tri Ta, Westminster
Sergio Farias, San Juan Capistrano

Also present were:

Deputy Chief Lori Zeller
Assistant Chief Jim Ruane
General Counsel David Kendig

Assistant Chief Robert Cortez
Assistant Chief Randy Black
Clerk of the Authority Sherry Wentz

PUBLIC COMMENTS (F: 12.02B3)

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

1. PRESENTATIONS

No items.

2. MINUTES

A. Minutes for the July 10, 2019, Budget and Finance Committee Regular Meeting (F: 12.02B2)

On motion of Vice Chair Sedgwick and second by Director Hernandez, the Budget and Finance Committee voted unanimously to approve the Minutes of the July 10, 2019, regular meeting as submitted. Directors Sachs and Director Hernandez were recorded as abstentions, due to their absence from the July 10, 2019, meeting.

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

A. Monthly Investment Reports (F: 11.10D2)

On motion of Vice Chair Sedgwick and second by Director Hernandez, the Budget and Finance Committee voted unanimously by those present to direct staff to place the item on the agenda for the Executive Committee meeting of September 26, 2019, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

B. Fourth Quarter Financial Newsletter (F: 15.07)

On motion of Vice Chair Sedgwick and second by Director Hernandez, the Budget and Finance Committee voted unanimously by those present to direct staff to place the item on the agenda for the Executive Committee meeting of September 26, 2019, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the report.

C. Carryover of FY 2018/19 Uncompleted Projects and Use of Unexpended Fund Balance (15.04 18/19)

Director Muller pulled this item from the Consent Calendar to request additional carryover details.

Assistant Chief Robert Cortez provided a PowerPoint presentation on Year-end Carryovers.

On motion of Director Muller and second by Director Hernandez, the Budget and Finance Committee voted unanimously by those present to direct staff to place the item on the agenda for the Board of Directors meeting of September 26, 2019, with the Budget and Finance Committee's recommendation that the Board of Directors authorize the following proposed budget adjustments:

1. Approve a budget adjustment in the FY 2019/20 General Fund (121) increasing revenues by \$6,065,346 and expenditures by \$10,467,941.
2. Approve a budget adjustment in the FY 2019/20 General Fund CIP (12110) increasing expenditures by \$1,568,406.
3. Approve a budget adjustment in the FY 2019/20 Fire Stations and Facilities Fund (123) increasing expenditures by \$616,707.
4. Approve a budget adjustment in the FY 2019/20 Communications and Information Systems Fund (124) increasing expenditures by \$2,708,391.

5. Approve a budget adjustment in the FY 2019/20 Fire Apparatus Fund (133) increasing expenditures by \$5,803,945.
6. Approve a budget adjustment transferring \$507,495 from the FY 2019/20 General Fund (121) to the Settlement Fund (139), and appropriate that amount in Fund (139) for the Joint-Training Facility project.
7. Approve a budget adjustment in the Structural Fire Entitlement Fund (171) increasing expenditures by \$329,827.

4. DISCUSSION CALENDAR

A. Annual Investment Reports (F: 11.10D1)

Assistant Treasurer Jane Wong provided an overview of the Annual Investment Report.

On motion of Director Muller and second by Director Sachs, the Budget and Finance Committee voted unanimously by those present to direct staff to place the item on the agenda for the Executive Committee meeting of September 26, 2019, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the report.

B. Appointment of Auditor for the Orange County Fire Authority (F: 17.10F)

Deputy Chief Lori Zeller introduced Assistant Chief Robert Cortez, who provided an overview of the auditor appointment process.

On motion of Director Muller and second by Director Sachs, the Budget and Finance Committee voted unanimously by those present to direct staff to place the item on the agenda for the Board of Directors meeting of September 26, 2019, with the Budget and Finance Committee's recommendation that the Board of Directors adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS APPOINTING AN AUDITOR FOR THE ORANGE COUNTY FIRE AUTHORITY appointing OCFA's Finance Manager, Julie Nemes, as Auditor for the Orange County Fire Authority.

C. Acceptance of 2019 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Cooperative Agreement (F: 16.02B)

Division Chief Brian Norton provided an overview of the grant and proposed agreement.

On motion of Director Sachs and second by Director Muller, the Budget and Finance Committee voted unanimously by those present to direct staff to place the item on the agenda for the Board of Directors meeting of September 26, 2019, with the Budget and Finance Committee's recommendation that the Board of Directors:

1. Approve and adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL URBAN SEARCH AND RESCUE (US&R) PROGRAM COOPERATIVE AGREEMENT TO PURCHASE US&R EQUIPMENT, SUPPLIES, MAINTENANCE, AND REPAIR OF US&R EQUIPMENT, TRAINING, AND

PROGRAM ADMINISTRATION to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.

2. Approve a budget adjustment to the FY 2019/20 General Fund (121) budget increasing revenues and expenditures by \$1,230,104.

REPORTS (F: 12.02B6)

No items.

COMMITTEE MEMBER COMMENTS (F: 12.02B4)

There were no Committee Member comments.

ADJOURNMENT (F: 11.18)

Chair Hasselbrink adjourned the meeting at 12:37 p.m. in memory of all of those who passed during the event and the many first responders who have subsequently perished from the toxic effects of September 11. The next regular meeting of the Budget and Finance Committee is scheduled for Wednesday, October 9, 2019, at 12:00 noon.

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

To ensure these funding sources did not undermine the process already in place, all principal parties involved formed a collaborative regional effort to facilitate the needs for the entire operational area. This ensured the funds were utilized to provide for the region and not one particular jurisdiction. Beginning in 2006, DHS combined the Anaheim UASI and the Santa Ana UASI into a single urban area. The cities of Anaheim and Santa Ana share the grant administrative responsibilities, annually alternating the function of lead administrative agency; the City of Anaheim is the lead agency for the 2018 funding. Utilizing the goals and objectives developed by the Urban Area Working Group, priorities were established in the allowable grant categories of equipment, training, organization and planning.

Recommendation

Staff recommends approval of acceptance of the grant award.

Attachment(s)

Proposed Grant Agreement (Available on-line, and in the Clerk's Office.)

AGREEMENT

SUB-RECIPIENT: ORANGE COUNTY FIRE AUTHORITY

City Contract Number _____

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EXHIBITS

Exhibit A	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit B	Certification Regarding Lobbying
Exhibit C	Grant Assurances

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2018 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND ORANGE COUNTY FIRE AUTHORITY

THIS AGREEMENT is made and entered into this 8th day of May 2019, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and ORANGE COUNTY FIRE AUTHORITY (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY18 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2018 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2018 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)" https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf

California Office of Emergency Services "FY2018 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202018%20HSGP%20State%20Guidance.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY18 UASI Grant of \$4,135,000 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY18 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to ORANGE COUNTY FIRE AUTHORITY ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and
- B. ORANGE COUNTY FIRE AUTHORITY, a municipal corporation, ,

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Richard LaRochelle, Lieutenant
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA. 92805
Phone: (714) 765-3833
Fax: (714) 765-1616
rlarochelle@anaheim.net

- 2. The representative of ORANGE COUNTY FIRE AUTHORITY shall be:

Name: _____
Title: _____
Sub Recipient Name: _____
Sub Recipient Address: _____
City _____ State: _____ Zip: _____
Phone: _____
E-mail: _____

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

- A. Grant Assurances in accordance with section 413C of this Agreement attached hereto as Exhibit C and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 413A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 413A4 of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on May 8, 2019 and end on March 31, 2021 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 18 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property

(including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2018 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES at <https://w3.calema.ca.gov/WebPage/trainreq.nsf/TrainRequest?OpenForm>. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2018 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/media-library/assets/documents/32326>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2018 Homeland Security Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2018 Homeland Security Grant Program, as set

forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SUB-RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental or physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability (California Government Code §§ 12490, 12945, 12945.2), military or veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions. SUB-

RECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

SUB-RECIPIENT shall comply with California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships. If required, SUB-RECIPIENT shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>,

Any subcontract entered into by the SUB-RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§410. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§411. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such

person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of

SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§413. Statutes and Regulations Applicable To All Grant Contracts

- A. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY18 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2018-0054; and Identify the City of Anaheim as the Pass-Through.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its implementing regulations. SUB-RECIPIENT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, SUB-RECIPIENT shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC §1352. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

In accordance with 2 CFR§200.336, at any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT shall make available for examination all of its records with respect to all matters covered by this Agreement. The CITY, the U.S. Comptroller General and/or the Auditor General of the State of California shall have the authority to

audit, examine and make excerpts or transcripts from records, including SUB-RECIPIENT'S invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

SUB-RECIPIENT agrees to provide any reports requested by the CITY regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

7. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

SUB-RECIPIENT shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

SUB-RECIPIENT shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645, et seq.

9. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

SUB-RECIPIENT shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

SUB-RECIPIENT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SUB-RECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801, et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

SUB-RECIPIENT shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251-1387) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

SUB-RECIPIENT shall comply with the Federal Clean Water Act (CWA) (33 U.S.C §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

SUB-RECIPIENT shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, SUB-RECIPIENT ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000, et seq. and is not impacting the environment negatively.

SUB-RECIPIENT shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

11. Preservation

SUB-RECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1, et seq.).

12. Debarment and Suspension

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-RECIPIENT shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the CITY concurrent with the execution of this Agreement and shall certify that neither SUB-RECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SUB-RECIPIENT will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

13. Drug-Free Workplace

SUB-RECIPIENT shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 44 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Financial Management

SUB-RECIPIENT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

15. Reporting – Accountability

SUB-RECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive

compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUB-RECIPIENT must also comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

16. Human Trafficking

SUB-RECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

17. Freedom of Information Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. SUB-RECIPIENT should also consult State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

18. California Public Records Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

B. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1.

Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2018 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem,

unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Personally Identifiable Information

SUB-RECIPIENT collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate

4. Hotel and Motel Fire Safety Act of 1990

SUB-RECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

5. Terrorist Financing E.O. 13224

SUB-RECIPIENT must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

6. USA Patriot Act of 2001

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

7. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the

above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

C. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit C. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

§414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§415. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to

do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§416. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY Directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-six (26) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and ORANGE COUNTY FIRE AUTHORITY have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF ANAHEIM, a municipal Corporation
of the State of California

By: _____
Theresa Bass
Clerk of the Council

By: _____
Jorge Cisneros
Chief of Police

SUB-RECIPIENT
ORANGE COUNTY FIRE AUTHORITY
DUNS No. 07-2527005


APPROVED AS TO FORM:

By: _____

By: _____
Kristin Pelletier
Sr. Asst. City Attorney

Printed Name Brian Fennessy
Title
Fire Chief

APPROVED AS TO FORM

By:  _____
Printed Name David E. Kendig

Title
General Counsel

ATTEST:

By: _____
Sherry A.F. Wentz, CMC
Clerk of the Authority

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

Authorized Agent Signature

Address: _____

Printed or Typed Name

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____

DATE _____

Initials _____

EXHIBIT C

California Governor's Office of Emergency Services FY2018 Grant Assurances (All HSGP Applicants)

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

Initials_____

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

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

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

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

4. Debarment and Suspension

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

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

Initials _____

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

5. Non-Discrimination and Equal Employment Opportunity

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

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;(42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair

Initials _____

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (l) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

Initials _____

or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

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

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act

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(40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.

- (b) the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

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

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications

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device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

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

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

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

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the OHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

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

22. Acknowledgment of Federal Funding from DHS

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

23. Activities Conducted Abroad

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

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

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the OHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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

30. Non-supplanting Requirements

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

32. Patents and Intellectual Property Rights

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

33. SAFECOM

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

34. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with,

Initials _____

and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

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

36. USA Patriot Act of 2001

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

37. Use of DHS Seal, Logo, and Flags

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

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Initials _____



Orange County Fire Authority
AGENDA STAFF REPORT

Budget and Finance Committee
October 9, 2019

Agenda Item No. 3B
Consent Calendar

**Acceptance of FY 2016 Program to Prepare Communities
for Complex Coordinated Terrorist Attacks**

Contact(s) for Further Information

Mark Sanchez, Assistant Chief Field Operations Department	marksanchez@ocfa.org	714.573.6014
Shane Sherwood, Division Chief Division 7	shanesherwood@ocfa.org	714.573.6000

Summary

This item is submitted for approval of FY 2016 United States Department of Homeland Security/Federal Emergency Management Agency to Prepare Communities for Complex Coordinated Terrorist Attacks Grant Program award and authorize the Fire Chief to execute the necessary agreement(s). The grant's resources will be utilized to enhance the OCFA's ability to prevent, prepare for, respond to, and recover from, domestic and international terrorism incidents.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of October 24, 2019, with Budget and Finance Committee's recommendations that the Board of Directors:

1. Accept the FY 2016 United States Department of Homeland Security/Federal Emergency Management Agency Grant to Prepare Communities for Complex Coordinated Terrorist Attacks Program.
2. Approve a Budget Adjustment in Fund 121 to increase revenue and expenditures by \$35,189 for the grant program award.
3. Approve and authorize the Fire Chief to execute the necessary agreement(s).

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2019/20 General Fund 121 revenues and expenditures will be increased by \$35,189 for the grant program award.

Background

In 2016, the United States Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) developed the Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) competitive grant program for the emergence of a new type of terrorist threat involving synchronized attacks at multiple locations that are initiated without warning and employ one or more weapon systems. The objective of the grant funding is to build and sustain capabilities of local, state, tribal, and territorial jurisdictions to enhance their preparedness for complex coordinated terrorist attacks through capability gap assessments, development or update emergency plans, and training/exercises to test and validate the emergency plans. As part of the grant application, DHS/FEMA encouraged applicants to partner with multiple jurisdictions on the project to advance regional and whole community collaboration, as well as, promote creative, innovative, and replicable approaches for preparing for complex coordinated terrorist attacks.

The City of Anaheim, on behalf of the Anaheim/Santa Ana Urban Area (ASAUA), agreed to partner with the City of Los Angeles, on behalf of the Los Angeles/Long Beach Urban Area (LA/LB), in support of their applications for the CCTA funding. The City of Los Angeles' application was selected and approved by DHS/FEMA. The defined region of the ASAUA includes all jurisdictions in Orange County, as well as key disciplines, such as health, law, fire, emergency management, and others as defined by DHS.

On June 12, 2019, the OCFA was notified it was awarded \$35,189 as part of the FY 2016 CCTA Grant Program. The grant funds are designated for use to reimburse overtime and backfill expenses for participation in approved training and exercises activities under the CCTA program.

Recommendation

Staff recommends approval of acceptance of the grant award.

Attachment(s)

1. Award Letter
2. Proposed Grant Agreement (Available on-line, and in the Clerk's Office.)



ANAHEIM POLICE DEPARTMENT

June 12, 2019

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

SUBJECT: **Notification of Sub-Recipient Award**
Fiscal Year 2016 Program to Prepare Communities for Complex
Coordinated Terrorist Attacks
DHS-16-NPD-133-00-01; CFDA# 97.133
Sub-Recipient Performance Period: March 19, 2019 to June 30, 2020

Jurisdiction: Orange County Fire Authority
DUNS No. 07-2527005

Total Award: \$35,189

Dear Chief Fennessy,

This letter serves to inform you that the Orange County Fire Authority has been approved for grant funding in the amount of \$35,189 under the Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA). The grant program provides funding to local, state, tribal, and territorial jurisdictions of different types, sizes, and capabilities to improve their ability to prepare for, prevent, and respond to complex coordinated terrorist attacks in collaboration with the whole community. The FY16 CCTA Program focuses on developing regional partnerships intended to strengthen the jurisdiction's capacity for building and sustaining capabilities specific to identifying gaps, planning, training, and exercising associated with preparing for, preventing, and responding to a complex coordinated terrorist attack.

Each agency within Orange County has been allocated funding in support of CCTA training and exercise activities. Reimbursement of overtime and backfill expenses for participation in these approved activities is eligible under the CCTA program. Each discipline (Law, Fire and Emergency Management) has been allocated a predetermined number of seats for the approved CCTA training course based on the size of your agency in respect to the operational area. Funds being provided for CCTA exercise participation are based on the proposed location of the joint exercise between Los Angeles County and Orange County, and the participating agencies that will be identified in the planning

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process. The funding allocation provided is for your City's respective internal budgetary needs only and do not reflect a direct allocation. Additional funds may be awarded at a later time depending on your agency's participation and available dollars.

It is critical that all Orange County Fire Authority employees that are involved in the FY16 CCTA Grant Program become familiar with the Transfer Agreement between the City of Anaheim and the Orange County Fire Authority regarding the FY16 CCTA Grant Program as well as the FY16 CCTA Program Notice of Funding Opportunity. Training Reimbursement Requests shall be submitted to the City of Anaheim on a monthly basis. Final training reimbursement requests will be due no later than September 30, 2019. Final reimbursement requests for Exercise participation activities will be due no later than June 30, 2020.

This grant is subject to all provisions of 2 CFR Part 200 Subpart F – Audit Requirements. Sub-recipients are required to submit copies of completed Single Audit Reports to the City of Anaheim, Emergency Management Bureau, along with any Corrective Action Plans as a result of program compliance findings.

A dated signature from you, or your authorized designee, is required below. Please sign and return the original to the City of Anaheim, and retain a copy for your files. If you have any questions regarding this letter, please feel free to contact Grant Coordinator Kerrstyn Vega at (714) 765-3632 or kvega@anaheim.net.

Sincerely,



RICHARD LAROCHELLE, JR.
Lieutenant

CC: AUTHORIZED AGENT

Name of Signatory: Brian Fennessy, Fire Chief
Orange County Fire Authority

Date

SUBAWARD AGREEMENT

Subrecipient: ORANGE COUNTY FIRE AUTHORITY

Title: FY 2016 Program to Prepare Communities for Complex
Coordinated Terrorist Attacks (CCTA) Grant

City Contract Number _____

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EXHIBITS

- Exhibit A DHS Agreement Articles
- Exhibit B FY 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Notice of Funding Opportunity
- Exhibit B Modification Request and Reimbursement Request Forms

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF ANAHEIM
AND THE ORANGE COUNTY FIRE AUTHORITY

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Anaheim, a municipal corporation (the "City"), and the <<SubRecipient name>>, a municipal corporation (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA), FAIN # DHS-16-NPD-133-00-01, CFDA #97.133, Federal Award Date September 1, 2017.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security ("DHS") Federal Emergency Management Agency ("FEMA").

The City of Los Angeles was the successful applicant for the Federal award, and the City of Anaheim received a percentage of the Federal award as a subrecipient of Los Angeles. Anaheim is, in turn, subawarding the funds it received to Subrecipient under the terms set forth herein, and is acting as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: **\$35,189**

Subaward Period of Performance ("Term"): **March 19, 2019
to June 30, 2020**

Match Requirement: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Anaheim
Authorized Representative:	Richard LaRochelle, Jr
Authorized Department:	Anaheim Police Department
Address, Phone, Fax, E-mail:	425 S. Harbor Blvd Anaheim, CA 92805 Phone: (714) 765-3833 Email: rlarochelle@anaheim.net

Party:	ORANGE COUNTY FIRE AUTHORITY
Authorized Representative:	_____
Authorized Department:	_____
Address, Phone, E-mail:	_____ _____ _____

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Anaheim City Council has accepted the subaward of the Federal award from the City of Los Angeles, and has authorized the City to execute this Agreement.

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. To provide all matching funds required under the Subaward and that any cash match will be appropriated as required.
- b. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.

- c. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- d. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2016 DHS Agreement Articles ("DHS Agreement Articles"), (3) FEMA Information Bulletins ("IB"), and (4) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations ("CFR") and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient shall be remitted funds for projects funded under the Subaward pursuant to a formula developed by the City based on agency size and training needs. Subrecipient shall use the Subaward funds strictly in accordance with the purposes of the Federal award, and any expenditures not so made shall be deemed disallowed under this Subaward.
- C. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the

jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- D. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. In the event Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall prepare, maintain and provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit C) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision and shall be accepted by the City when Reimbursement Requests are accurate and complete.

Reimbursement Requests must be submitted to the City on a monthly basis. The City shall issue payment to Subrecipient within thirty (30) days of approval of a reimbursement request..

Final Reimbursement Requests for this Subaward must be received by the City no later than sixty (60) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless, prior to the submission of such request, the City, in its sole discretion, has approved in writing the submission of such request after the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the ASUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- E. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Subaward funds.

§2.3 DHS Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) that are applicable to this particular Subaward. These include the Requirements for recipients and subrecipients set forth in the DHS NOFO and the DHS Agreement Articles, attached hereto as Exhibit A and B and incorporated herein. Some of these DHS Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment,

reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Agreement Articles.
- D. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.c. above; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- E. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- F. Subrecipient shall comply with all Federal statutes relating to non-discrimination. Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair

Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab. Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- G. Subrecipient shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Agreement Articles.
- H. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Agreement Articles.
- I. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- J. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- K. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5.
- L. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- M. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Agreement Articles: (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist*

Financing, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974, and (6) Whistleblower Protections and Whistleblower Protection Act.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City is a "pass-through entity" as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. **Financial Management and Internal Controls**
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.
- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program

income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §§200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.

2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency or the City in accordance with such regulations. Such reporting requirements include, without limitation, the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to

the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient's use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Anaheim, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Orange County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency and the City for any Subaward funds the Federal awarding agency determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated

in whole or in part by the Federal awarding agency or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

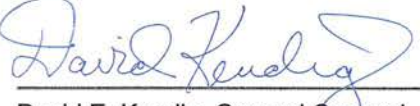
Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes eighteen (18) pages and five Exhibits which constitute the entire understanding and agreement of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: ROBERT FABELA, City Attorney</p> <p>By _____ Sr. Assistant City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF ANAHEIM JORGE CISNEROS, CHIEF OF POLICE</p> <p>By _____ Jorge Cisneros, Chief of Police Anaheim Police Department</p> <p>Date _____</p>
<p>ATTEST:</p> <p>THERESA BASS, City Clerk</p> <p>By _____ City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By  David E. Kendig, General Counsel</p> <p>Date <u>September</u> <u>25, 2019</u></p>	<p>For: ORANGE COUNTY FIRE AUTHORITY DUNS #07-2527005</p> <p>By _____ Brian Fennessy, Fire Chief</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ Sherry A.F. Wentz, Clerk of the Authority</p> <p>Date _____</p>	

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. #18-0151 Date of Approval _____
City Contract Number: _____



Orange County Fire Authority
AGENDA STAFF REPORT

Budget and Finance Committee
October 9, 2019

Agenda Item No. 3C
Consent Calendar

2018 Assistance to Firefighters Grant Program
Acceptance of Funds

Contact(s) for Further Information

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
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Jay Barkman, Legislative Analyst Legislation Division	jaybarkman@ocfa.org	714.573.6048
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Summary

This item is submitted for approval of FY 2018 Assistance to Firefighters Grant Program award. The Grant resources will be utilized to provide International Association of Firefighters "Fire Ground Survival" training to all OCFA firefighting personnel.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of October 24, 2019, with Budget and Finance Committee's recommendations that the Board of Directors:

1. Amend the Master Position Control List to add one limited-term Battalion Chief to serve as Grant Program Manager among other related duties.
2. Approve a Budget Adjustment in the General Fund (121) increasing revenues by \$1,323,986 and expenditures by \$1,522,584 for the Fire Ground Survival training.
3. Approve and authorize the Board Chair and/or Fire Chief and/or their designee to execute all documents necessary to effectuate the grant award.

Impact to Cities/County

Not Applicable.

Fiscal Impact

This is a cost-share grant, which requires a commitment of approximately \$198,598 on OCFA's part. If approved, revenues in the General Fund (121) will increase by the grant award of approximately \$1,323,986. Expenditures in the General Fund (121) will increase by \$1,522,584, which includes OCFA's cost-share.

Background

In 2018, the OCFA submitted an application to the Federal Emergency Management Agency (FEMA) under its Assistance to Firefighters Grant (AFG) Program to provide International Association of Firefighters (IAFF) “Fire Ground Survival” (FGS) training to all OCFA firefighting personnel. The OCFA was recently notified by the FEMA of a grant award for \$1,323,986.08 in Federal funding.

The FGS training is an instructor-led program that provides national certification through the IAFF. The content is focused on actions that are key in preventing and surviving fire ground emergencies teaching concrete firefighter behaviors to reduce the probability of entrapment. The FGS Program is the most comprehensive survival skills and MAYDAY prevention program currently available within the fire service. The six-month, instructor-led FGS Program content will be broken down into three phases:

Phase 1: Train-the-Trainer Course (32 hours) - FGS Master Instructors will certify OCFA instructors from the ranks of firefighters, engineers, company officers, and chief officers.

Phase 2: FGS On-Line Course (8 hours) - Instruction includes videos of simulated MAYDAY incidents, lessons in the prevention of a MAYDAY, how to prepare for and handle a MAYDAY, and teaches the specific actions a firefighter must perform to assure the highest degree of survivability.

Phase 3: FGS Manipulative Course (16 hours) - All OCFA firefighters will complete practical exercises geared toward survival.

Recommendation

The FGS Program will directly increase the operational safety level of firefighters throughout the organization. Ensuring our firefighting force is adequately trained to recognize fire ground dangers and react accordingly not only serves to protect the lives of the OCFA members, but also safeguards the community’s human resources and financial investment. Staff recommends the acceptance of this grant, and amendment to the Master Position Control List to add one limited-term Battalion Chief to serve as Grant Program Manager for this grant opportunity.

Attachment(s)

FY 2019 AFG Award Package

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Jay Barkman
ORANGE, COUNTY OF
P.O. BOX 57115
IRVINE, CA 92619



EMW-2018-FO-04863

Dear Jay Barkman,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Assistance to Firefighters Grant (AFG) funding opportunity has been approved in the amount of \$1,323,986.08 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 15.00 percent of the Federal funds awarded, or \$ 198,597.92 for a total approved budget of \$ 1,522,584.00 . Please see the FY 2018 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, which appears to read "Bridget Bean".

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: ORANGE, COUNTY OF

DUNS number: 072527005

Award number: EMW-2018-FO-04863

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$1,386,984.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$45,600.00
Contractual	\$90,000.00
Construction	\$0.00
Other	\$0.00
Federal	\$1,323,986.08
Non-Federal	\$198,597.92
Total	\$1,522,584.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 AFG NOFO.

Approved request details:

Training

Firefighter Safety and Survival Training (NFPA 1407/29 CFR1910.134g(4))

Fire Ground Survival (FGS) is an instructor led program that provides national certification through the International Association of Firefighters. The content is derived from a panel representing the IAFF, IAFC, and NIOSH that identified best practice behaviors and skills from fire departments across the nation which focus on actions that are key in preventing and surviving fire ground emergencies.

Supplies

DESCRIPTION

Given OCFA's 1,067 members will be receiving the FGS training we are requesting funds for three additional props for use by the FGS cadres. We will provide at least one set of props for use at the training facility shared by the Cities of Anaheim, Garden Grove, and Orange.

QUANTITY

4

UNIT PRICE

\$11,400.00

TOTAL

\$45,600.00

BUDGET CLASS

Supplies

Specialized

DESCRIPTION

FGS Train the Trainer Course for two 30 person classes at \$35,000 per class

QUANTITY	UNIT PRICE	TOTAL
2	\$35,000.00	\$70,000.00

BUDGET CLASS

Contractual

CHANGE FROM APPLICATION

Unit price from **\$45,000.00** to **\$35,000.00**

JUSTIFICATION

The line item description states that the cost per class is \$35,000, not \$45,000.

Officer I-IV

DESCRIPTION

OCFA Battalion Chief (Program Manager) to oversee implementation. The BC will manager entire process from the Train the Trainer to oversee the "cadre" from that program that then will deliver training to to all OCFA members.

QUANTITY	UNIT PRICE	TOTAL
1	\$340,996.00	\$340,996.00

BUDGET CLASS

Personnel

Specialized

DESCRIPTION

OCFA FGS Cadre (10 Instructors per day, 3 Captains, 3 Engineers, 4 firefighters). Per day cost is \$7,447.81, but grant field won't accept decimal. Total Cost is \$848,969.70. Below is rounded up.

QUANTITY	UNIT PRICE	TOTAL
114	\$7,448.00	\$849,072.00

BUDGET CLASS

Personnel

Specialized

DESCRIPTION

This item is requesting funds for the 60 personnel to attend the 4-day FGS Train-the-Trainer course on their days off. The costs will be from a combination of overtime pay for those attending on their days off and backfill costs. For example, we have assumed that some members of the cadre may have scheduled work days requiring backfill. For estimating purposes we have assumed that at least 1 out of the 4 days for each attendee may require backfill.

QUANTITY	UNIT PRICE	TOTAL
1	\$196,916.00	\$196,916.00

BUDGET CLASS

Personnel

Additional Funding

DESCRIPTION

We are budgeting \$20,000 for rental of a non-OCFA training facility that we anticipate may become an "in-kind" donation upon approval by the Cities of Anaheim, Garden Grove, and Orange who share the facility. Each of the fire departments for those cities has expressed desire to participate in this grant and to send members to the FGS Train-the-Trainer program. If the facility is provided as an "in-kind" donation we will request that the value of that donation (up to \$20,000) count towards the grant match share.

Amount

\$20,000.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: ORANGE, COUNTY OF

DUNS number: 072527005

Award number: EMW-2018-FO-04863

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Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
	<p>DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.</p>
Article 2	DHS Specific Acknowledgements and Assurances
	<p>All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. .</p>
Article 3	Acknowledgement of Federal Funding from DHS
	<p>Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.</p>
Article 4	Activities Conducted Abroad
	<p>Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

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

Article 20 Hotel and Motel Fire Safety Act of 1990

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

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25	Non-supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	Notice of Funding Opportunity Requirements All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

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

Article 33 Terrorist Financing

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

Article 34 Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 37 Use of DHS Seal, Logo and Flags

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

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2018-FO-04863	2. Amendment No. N/A	3. Recipient No. 33-0743140	4. Type of Action AWARD	5. Control No. WX02674N2019T		
6. Recipient Name and Address ORANGE, COUNTY OF 1 FIRE AUTHORITY RD IRVINE, CA 92602	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742			
9. Name of Recipient Project Officer Brian Fennessy	9a. Phone No. 7145736010	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/13/2019	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/20/2019 to 09/19/2020 Budget Period 09/20/2019 to 09/19/2020		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2019-F8-GB01 - P431-xxxx-4101-D	\$0.00	\$1,323,986.08	\$1,323,986.08	\$198,597.92
Totals			\$0.00	\$1,323,986.08	\$1,323,986.08	\$198,597.92
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)						DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Bridget Bean, Acting Assistant Administrator Grant Programs Directorate						DATE 09/13/2019



Orange County Fire Authority
AGENDA STAFF REPORT

Budget and Finance Committee Meeting
October 9, 2019

Agenda Item No. 4A
Discussion Calendar

Monthly Investment Reports

Contact(s) for Further Information

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

Summary

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

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of October 24, 2019, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended August 31, 2019. A preliminary investment report as of September 20, 2019, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – August 2019/Preliminary Report – September 2019

Orange County Fire Authority Monthly Investment Report



Final Report – August 2019

Preliminary Report – September 2019



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Orange County Fire Authority

Final Investment Report

August 31, 2019



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of August 2019, the size of the portfolio decreased by \$15.1 million to \$146.7 million. Significant receipts for the month included cash contract payments, an apportionment of property taxes, intergovernmental agency contract and grant payments and charges for current services totaling \$16 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$12.1 million each with related benefits. Total August cash outflows amounted to approximately \$32.1 million. The portfolio's balance is expected to decline further in the following month as there are no major receipts scheduled for September.

In August, the portfolio's yield to maturity (365-day equivalent) decreased by 2 basis points to 2.26%. The effective rate of return edged down by 1 basis point to 2.25% for the month but stayed unchanged at 2.26% for the fiscal year to date. The average maturity of the portfolio shortened further by 13 days to 27 days to maturity.

Economic News

In August 2019, overall U.S. economic growth remained stable, despite continued signs of a global slowdown and the pending trade negotiations with China. Employment conditions continued to be strong. There were a total of 130,000 new jobs created in August, slightly less than expected, but the unemployment rate, again, remained unchanged at a historically low rate of 3.7%. Consumer confidence measures fell but still remain at relatively high levels. Retail sales came in strong, performing better than expected. On the other hand, the Manufacturing ISM (Institute for Supply Management) Index showed a slight contraction in August while the Non-manufacturing ISM Index reflected increased expansion. The CPI (Consumer Price Index) edged up slightly and overall inflation remained low. Industrial production reversed and increased better than expected in August. Both new and existing home sales rose for the month. On September 18, 2019, the Federal Open Market Committee met and voted to lower the federal funds rate by another quarter percentage point to a range of 1.75% - 2.00.



BENCHMARK COMPARISON AS OF AUGUST 31, 2019

3 Month T-Bill:	1.99%	1 Year T-Bill:	1.77%
6 Month T-Bill:	1.93%	LAIF:	2.34%
OCFA Portfolio: 2.25%			

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$146,709,174	\$161,787,962	\$140,483,274
Yield to Maturity (365 day)	2.26%	2.28%	1.84%
Effective Rate of Return	2.25%	2.26%	1.84%
Days to Maturity	27	40	63



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
August 31, 2019

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call/ Maturity	YTM/Call 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	10,693,321.03	10,693,321.03	10,693,321.03	7.30	1	1	1.618	1.640
Federal Agency Coupon Securities	18,000,000.00	18,002,160.00	18,000,000.00	12.29	912	51	1.991	2.019
Federal Agency Disc. -Amortizing	27,000,000.00	26,927,910.00	26,909,440.00	18.37	187	51	2.437	2.471
Treasury Discounts -Amortizing	29,000,000.00	28,913,500.00	28,902,814.59	19.73	150	57	2.213	2.244
Local Agency Investment Funds	62,000,000.00	62,106,130.98	62,000,000.00	42.32	1	1	2.309	2.341
Investments	146,693,321.03	146,643,022.01	146,505,575.62	100.00%	176	27	2.224	2.255
<hr/>								
Cash								
Passbook/Checking (not included in yield calculations)	61,783.64	61,783.64	61,783.64		1	1	0.000	0.000
Total Cash and Investments	146,755,104.67	146,704,805.65	146,567,359.26		176	27	2.224	2.255

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	291,109.18	620,426.22
Average Daily Balance	152,002,487.65	161,753,954.60
Effective Rate of Return	2.25%	2.26%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."


 Patricia Jakubiak, Treasurer

9/6/19

Cash and Investments with GASB 31 Adjustment:

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

\$ 146,567,359.26

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

\$ 141,814.96

Total

\$ 146,709,174.22

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
August 31, 2019

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call/ Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			10,693,321.03	10,693,321.03	10,693,321.03	1.640	1.640	1	
Subtotal and Average			8,667,335.17		10,693,321.03	10,693,321.03	10,693,321.03		1.640	1	
Federal Agency Coupon Securities											
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,993,430.00	9,000,000.00	1.625	1.518	54	10/25/2019
3134GTJX20	976	Fed Home Loan Mtg Corp (Callable 10-18-19)		04/22/2019	9,000,000.00	9,008,730.00	9,000,000.00	2.520	2.520	47	10/18/2021
Subtotal and Average			18,000,000.00		18,000,000.00	18,002,160.00	18,000,000.00		2.019	51	
Federal Agency Disc. -Amortizing											
313312QH6	977	Federal Farm Credit Bank		04/18/2019	9,000,000.00	8,952,480.00	8,940,250.00	2.390	2.489	100	12/10/2019
313384LY3	974	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,991,180.00	8,988,742.50	2.370	2.461	19	09/20/2019
313384MN6	975	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,984,250.00	8,980,447.50	2.370	2.464	33	10/04/2019
Subtotal and Average			33,781,356.04		27,000,000.00	26,927,910.00	26,909,440.00		2.471	51	
Treasury Discounts -Amortizing											
912796SG5	973	US Treasury Bill		04/18/2019	9,000,000.00	8,999,100.00	8,997,625.00	2.375	2.430	4	09/05/2019
912796SS9	978	US Treasury Bill		06/03/2019	10,000,000.00	9,961,400.00	9,954,572.22	2.210	2.263	74	11/14/2019
912796SU4	979	US Treasury Bill		06/27/2019	5,000,000.00	4,976,500.00	4,975,030.56	2.020	2.066	89	11/29/2019
912796SU4	980	US Treasury Bill		07/18/2019	5,000,000.00	4,976,500.00	4,975,586.81	1.975	2.045	89	11/29/2019
Subtotal and Average			28,876,377.09		29,000,000.00	28,913,500.00	28,902,814.59		2.244	57	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			62,000,000.00	62,106,130.98	62,000,000.00	2.341	2.341	1	
Subtotal and Average			62,677,419.35		62,000,000.00	62,106,130.98	62,000,000.00		2.341	1	
Total and Average			152,002,487.65		146,693,321.03	146,643,022.01	146,505,575.62		2.255	27	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
August 31, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	41,783.64	41,783.64	41,783.64		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			152,002,487.65		146,755,104.67	146,704,805.65	146,567,359.26		2.255	27

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



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of September 1, 2019

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(09/01/2019 - 09/01/2019)	4 Maturities	0 Payments		72,755,104.67	49.64%	72,755,104.67	72,861,235.65
Aging Interval: 1 - 30 days	(09/02/2019 - 10/01/2019)	2 Maturities	0 Payments		18,000,000.00	12.27%	17,986,367.50	17,990,280.00
Aging Interval: 31 - 60 days	(10/02/2019 - 10/31/2019)	2 Maturities	0 Payments		18,000,000.00	12.27%	17,980,447.50	17,977,680.00
Aging Interval: 61 - 91 days	(11/01/2019 - 12/01/2019)	3 Maturities	0 Payments		20,000,000.00	13.58%	19,905,189.59	19,914,400.00
Aging Interval: 92 - 121 days	(12/02/2019 - 12/31/2019)	1 Maturities	0 Payments		9,000,000.00	6.10%	8,940,250.00	8,952,480.00
Aging Interval: 122 - 152 days	(01/01/2020 - 01/31/2020)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(02/01/2020 - 03/02/2020)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(03/03/2020 - 06/01/2020)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(06/02/2020 - 08/31/2020)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(09/01/2020 - 08/31/2022)	1 Maturities	0 Payments		9,000,000.00	6.14%	9,000,000.00	9,008,730.00
Aging Interval: 1096 days and after	(09/01/2022 -)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		13 Investments	0 Payments			100.00	146,567,359.26	146,704,805.65



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2019 includes an increase of \$111,266 to the LAIF investment and an increase of \$30,549 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of August 31, 2019, OCFA has \$62,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of June 30, 2019 is 1.001711790. When applied to OCFA's LAIF investment, the fair value is \$62,106,131 or \$106,131 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at August 31, 2019 is included on the following page.



Fair Value Including Accrued Interest	\$	95,552,204,040.13
---------------------------------------	----	-------------------

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Orange County Fire Authority

Preliminary Investment Report

September 20, 2019



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
September 20, 2019

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

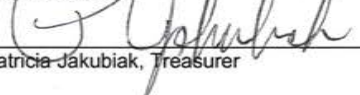
(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call/ Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	7,077,622.33	7,077,622.33	7,077,622.33	5.32	1	1	1.618	1.640
Federal Agency Coupon Securities	18,000,000.00	17,999,640.00	18,000,000.00	13.54	912	31	1.991	2.019
Federal Agency Disc. -Amortizing	18,000,000.00	17,956,980.00	17,944,497.50	13.50	202	46	2.442	2.476
Treasury Discounts -Amortizing	25,000,000.00	24,910,400.00	24,899,995.15	18.73	146	71	2.086	2.115
Local Agency Investment Funds	65,000,000.00	65,111,266.35	65,000,000.00	48.90	1	1	2.309	2.341
Investments	133,077,622.33	133,055,908.68	132,922,114.98	100.00%	179	24	2.205	2.236
<hr/>								
Cash								
Passbook/Checking (not included in yield calculations)	445,420.89	445,420.89	445,420.89		1	1	0.000	0.000
Total Cash and Investments	133,523,043.22	133,501,329.57	133,367,535.87		179	24	2.205	2.236

Total Earnings	September 20 Month Ending	Fiscal Year To Date
Current Year	172,856.44	793,282.66
Average Daily Balance	141,178,337.94	156,735,511.51
Effective Rate of Return	2.23%	2.25%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."


 Patricia Jakubiak, Treasurer 9/27/19

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 133,367,535.87
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 141,814.96
Total	\$ 133,509,350.83

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
September 20, 2019

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call/ Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			7,077,622.33	7,077,622.33	7,077,622.33	1.640	1.640	1	
Subtotal and Average			9,288,719.78		7,077,622.33	7,077,622.33	7,077,622.33		1.640	1	
Federal Agency Coupon Securities											
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,996,130.00	9,000,000.00	1.625	1.518	34	10/25/2019
3134GTJX20	976	Fed Home Loan Mtg Corp (Callable 10-18-19)		04/22/2019	9,000,000.00	9,003,510.00	9,000,000.00	2.520	2.520	27	10/18/2021
Subtotal and Average			18,000,000.00		18,000,000.00	17,999,640.00	18,000,000.00		2.019	31	
Federal Agency Disc. -Amortizing											
313312QH6	977	Federal Farm Credit Bank		04/18/2019	9,000,000.00	8,962,380.00	8,952,200.00	2.390	2.489	80	12/10/2019
313384MN6	975	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,994,600.00	8,992,297.50	2.370	2.464	13	10/04/2019
Subtotal and Average			26,478,126.63		18,000,000.00	17,956,980.00	17,944,497.50		2.476	46	
Treasury Discounts -Amortizing											
912796SS9	978	US Treasury Bill		06/03/2019	10,000,000.00	9,973,100.00	9,966,850.00	2.210	2.263	54	11/14/2019
912796SU4	979	US Treasury Bill		06/27/2019	5,000,000.00	4,982,600.00	4,980,641.67	2.020	2.066	69	11/29/2019
912796SU4	980	US Treasury Bill		07/18/2019	5,000,000.00	4,982,600.00	4,981,072.92	1.975	2.045	69	11/29/2019
912796TA7	981	US Treasury Bill		09/17/2019	5,000,000.00	4,972,100.00	4,971,430.56	1.870	1.934	110	01/09/2020
Subtotal and Average			22,711,491.53		25,000,000.00	24,910,400.00	24,899,995.15		2.115	71	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	65,111,266.35	65,000,000.00	2.341	2.341	1	
Subtotal and Average			64,700,000.00		65,000,000.00	65,111,266.35	65,000,000.00		2.341	1	
Total and Average			141,178,337.94		133,077,622.33	133,055,908.68	132,922,114.98		2.236	24	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
September 20, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	425,420.89	425,420.89	425,420.89		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			141,178,337.94		133,523,043.22	133,501,329.57	133,367,535.87		2.236	24

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of September 21, 2019

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(09/21/2019 - 09/21/2019)	4 Maturities	0 Payments	72,523,043.22	54.38%	72,523,043.22	72,634,309.57
Aging Interval: 1 - 30 days	(09/22/2019 - 10/21/2019)	1 Maturities	0 Payments	9,000,000.00	6.74%	8,992,297.50	8,994,600.00
Aging Interval: 31 - 60 days	(10/22/2019 - 11/20/2019)	2 Maturities	0 Payments	19,000,000.00	14.22%	18,966,850.00	18,969,230.00
Aging Interval: 61 - 91 days	(11/21/2019 - 12/21/2019)	3 Maturities	0 Payments	19,000,000.00	14.18%	18,913,914.59	18,927,580.00
Aging Interval: 92 - 121 days	(12/22/2019 - 01/20/2020)	1 Maturities	0 Payments	5,000,000.00	3.73%	4,971,430.56	4,972,100.00
Aging Interval: 122 - 152 days	(01/21/2020 - 02/20/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(02/21/2020 - 03/22/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(03/23/2020 - 06/21/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(06/22/2020 - 09/20/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(09/21/2020 - 09/20/2022)	1 Maturities	0 Payments	9,000,000.00	6.75%	9,000,000.00	9,003,510.00
Aging Interval: 1096 days and after	(09/21/2022 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		12 Investments	0 Payments		100.00	133,367,535.87	133,501,329.57



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2019 includes an increase of \$111,266 to the LAIF investment and an increase of \$30,549 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Budget and Finance Committee Meeting
October 9, 2019

Agenda Item No. 4B
Discussion Calendar

**Citygate Service Level Assessment Update and
Adjustment to Purchase Orders**

Contact(s) for Further Information

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Summary

This agenda item is submitted to provide an update of the Citygate Service Level Assessments (SLAs) for the period covering June through August 2019, and to seek approval to reallocate funding from the approved Purchase Orders (POs) issued for the Executive Leadership Team and Fleet Services SLAs into the Field Deployment Services SLA. The combined Citygate contract amount will remain unchanged for a total not to exceed \$700,725.

Prior Board/Committee Action(s)

At its meeting of November 15, 2018, the Executive Committee awarded a Master Consulting Agreement to Citygate Associates, LLC, as a result of a competitive solicitation for as-needed organizational service level assessment services.

At its regular January 24, 2019, meeting, the Board of Directors approved an increase to the FY 2018/19 budget for \$700,725 and issuance of individual POs for the five identified SLAs (listed in the staff report).

At its regular July 10, 2019, meeting, the Budget and Finance Committee approved an update of the Citygate SLAs for the period covering March through May 2019.

RECOMMENDED ACTION(S)

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of October 24, 2019, with the Budget and Finance Committee's recommendation that the Executive Committee:

1. Receive and file the Service Level Assessments update for the period covering June through August 2019.
2. Approve and authorize the Purchasing Manager to reallocate funding from the Purchase Orders issued for the Executive Leadership Team and Fleet Services into the Field Deployment Service with the total contract amount remaining unchanged (\$700,725).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding will remain the same.

Background

Following the 2018 Request for Qualifications (RFQ) process, Citygate Associates, LLC (Citygate) was selected and ultimately awarded a 3-year term agreement, with two additional one-year renewals, to perform as-needed organizational service level review consulting services for OCFA. Citygate is a firm specializing in public sector management consulting for a full array of local government functions, with particular emphasis on fire protection, law enforcement, community development, public works, animal services, and human resources.

Five organizational SLA areas, also known as cost centers, were identified and approved for review during CY 2019. The five SLA areas include Emergency Command Center, Emergency Medical Services, Fleet Services, Field Deployment, and Executive Leadership Team/Human Resources. Each SLA evaluates, at a forensic, data-driven level, the operational performance of the cost centers, not just compared to national and Citygate team best practices, but to the needs of the OCFA, its employees, and its agency customers. Each SLA will be a stand-alone assessment report, that will cover elements assessed, the operational metrics, and describe strengths and areas of opportunity.

The SLA process began with a series of kickoff meetings during February and March of 2019. All five SLAs follow the same project process flow that begins with information requests and start up meetings and progressively move thru data gathering, analysis, mid-project meetings, development of a draft report and final report and briefings. Project completion dates differ for each SLA and are subject to change; however, most are scheduled to be completed by November - December of 2019.

Since the kickoff meetings, Citygate has met with OCFA staff to gather the necessary data to perform the assessment. Currently all five SLA areas are at various stages of the assessment, as illustrated in the most recent monthly organizational updated provided for the month of August. These monthly SLA updates (Attachment 1) are provided to OCFA employees and shared with labor in an effort inform the organization of the progress made. The Human Resources SLA, which is a subset of the Executive Leadership SLA, has been completed and presented to the Human Resources Committee at its September 17, 2019, meeting (Attachment 2).

Regarding funding status, the Board approved a budget of \$700,725 to complete the 2019 Citygate SLA reviews. As of the date this staff report was prepared, OCFA has expended approximately 66.4% of the contract amount, and the project is within budget.

As the SLAs have progressed, OCFA staff requested a review of the countywide auto aide balancing as part of Field Deployment Services SLA, which now requires additional resources. The table below details the recommended PO adjustments to complete the Field Deployment Services SLA:

SLA Areas	Original PO Amount	Requested Adjustment	Revised PO Amount
<i>Emergency Command Center</i> - P0012007	\$192,029		\$192,029
<i>Emergency Medical Services</i> - P0012008	106,842		106,842
<i>Fleet Services</i> - P0012009	92,922	(12,000)	80,922
<i>Field Deployment Services</i> - P0012010	122,061	22,000	144,061
<i>Executive Leadership Team/Human Resources</i> P0012011	186,874	(10,000)	176,874
SLA Total Contract Amount	\$700,725	-	\$700,725

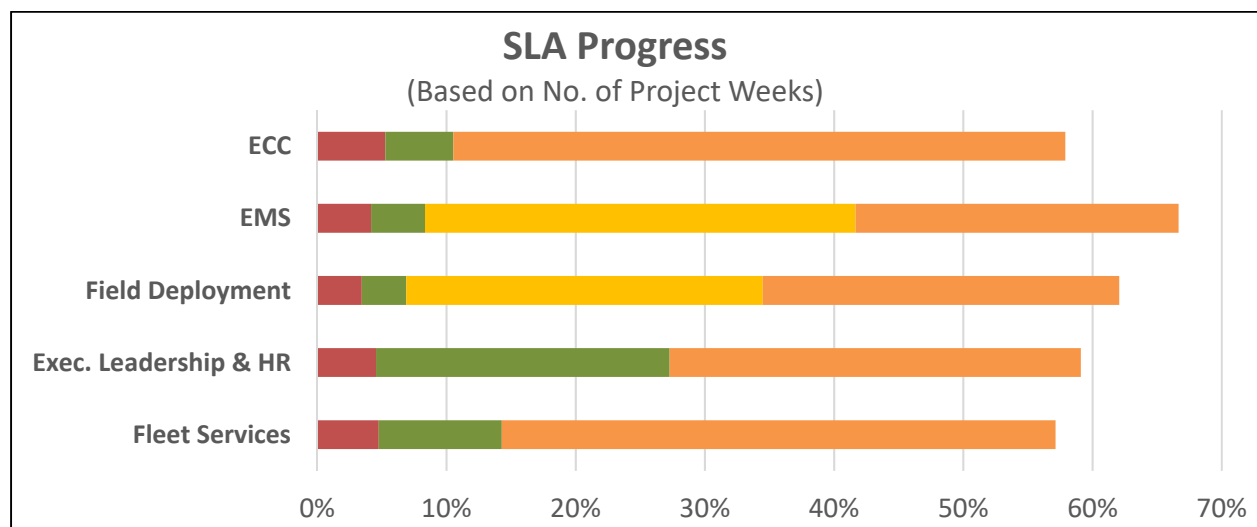
Attachment(s)

1. SLA Monthly Updates – June through August 2019
2. Human Resources SLA



Organizational Service Level Assessment (SLA) Update

As of June 30, 2019



Emergency Command Center (ECC)

Work Completed in June – Citygate provided analytical support on trending ECC issues, in particular on medical dispatching. Mission Critical Partners (MCP) worked on their Mid-Project Report.

Work Scheduled in the Next Reporting Period – In July, Citygate will look to schedule the MCP Mid-Project draft findings and recommendations meeting.

Emergency Medical Services (EMS)

Work Completed in June – Citygate conducted the first on-site listening interviews with EMS staff and continued working on emergency medical dispatching including two on-site meetings on this issue.

Work Scheduled in the Next Reporting Period – In July, Citygate will conduct the second on-site listening interviews with EMS staff and continue the emergency medical dispatch support work.

Field Deployment

Work Completed in June – Citygate continued to build incident statistics and GIS travel time coverage models by obtaining further GPS based in-route time technical data. Citygate's GIS partner began to build the GIS and traffic congestion model. Worked with staff and Metro Net on the auto aid balancing project data. Waiting on regional data.

Work Scheduled in the Next Reporting Period – In July, Citygate will complete the incident statistics and GIS travel time coverage models, conduct the auto aid balancing analysis and may conduct the Mid-Project meeting.

Executive Leadership Team & Human Resources

Work Completed in June – Citygate conducted the onsite HR Mid-Project review and completed Exec. Team reviews.

Work Scheduled in the Next Reporting Period – In July, Citygate will observe other Exec. Management meetings and will begin preparing the HR draft report.

Fleet Services

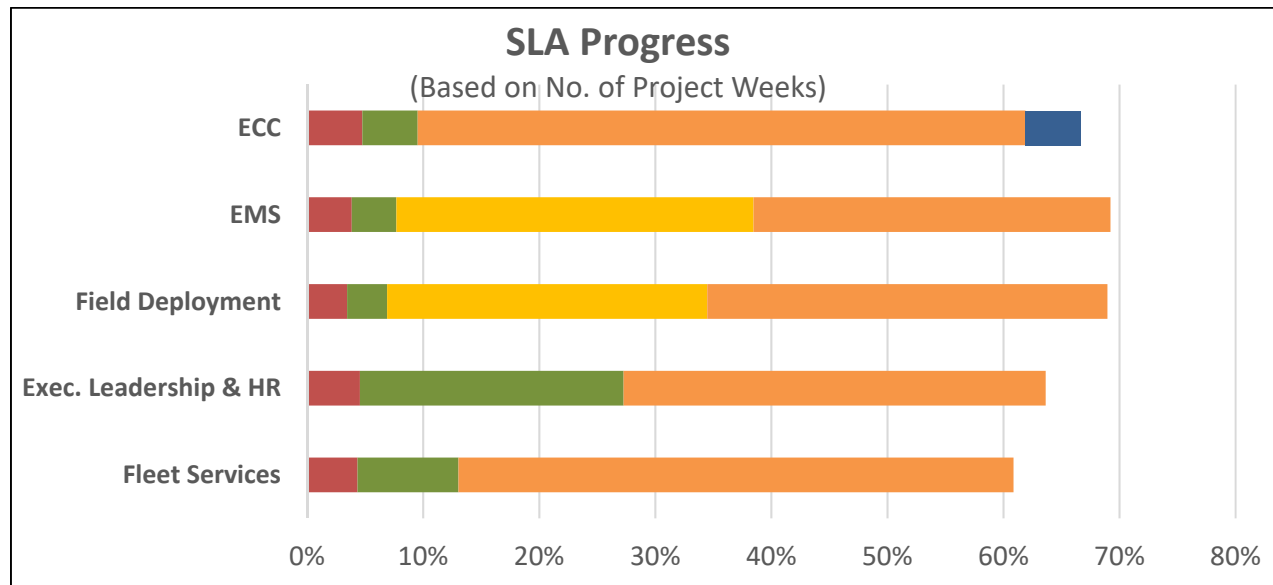
Work Completed in June – Citygate continues to collect data from other similar-size fire agencies and to analyze the data received.

Work Scheduled in the Next Reporting Period – In July, Citygate will complete the survey of comparably-sized fire agency fleet services and schedule a Fleet Services preliminary findings meeting.



Organizational Service Level Assessment (SLA) Update

As of July 31, 2019



Emergency Command Center (ECC)

Work Completed in July – Citygate and MCP conducted the mid-project meeting to review draft findings and recommendations.

Work Scheduled in the Next Reporting Period – In August, Citygate and MCP will deliver the draft report for review.

Emergency Medical Services (EMS)

Work Completed in July – Citygate conducted second on-site listening interviews with staff and continued the emergency medical dispatch support work.

Work Scheduled in the Next Reporting Period – In August, Citygate will work with staff on a more in-depth workload analysis and other issues.

Field Deployment

Work Completed in July – Citygate completed incident statistics and GIS travel time coverage models, conducted mid-project briefing and worked on the auto aid balancing analysis project.

Work Scheduled in the Next Reporting Period – In August, Citygate will begin to verify materials provided and begin a risk assessment. Regarding the regional auto aide project, will investigate use of business rules by each agency.

Executive Leadership Team & Human Resources

Work Completed in July – Citygate observed the Executive Management meeting and responded to fact-check edits on the draft HR briefing. Started to prepare the HR draft report.

Work Scheduled in the Next Reporting Period – In August, Citygate will deliver the draft HR report for review and conduct a mid-project executive management team review discussion.

Fleet Services

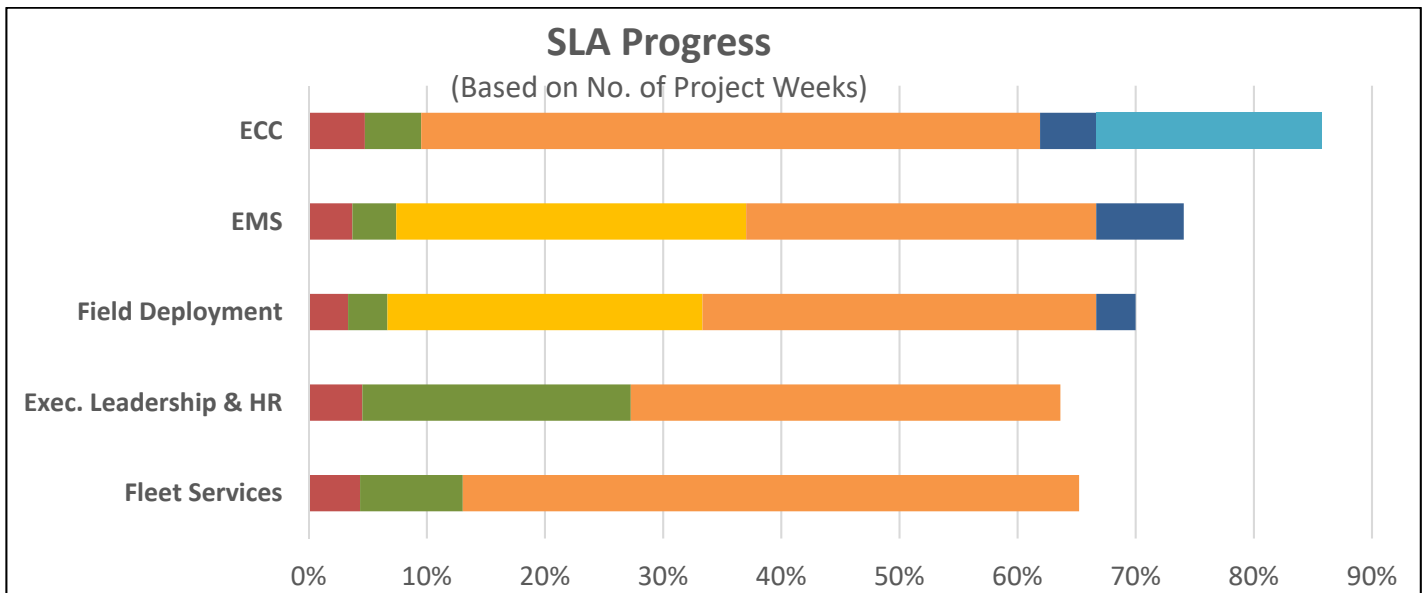
Work Completed in July – Citygate completed the analysis of the data and information received to date. Also, requested supplemental data and information for further analysis.

Work Scheduled in the Next Reporting Period – In August, Citygate will complete analysis and coordinate with OCFA executive staff to schedule a Fleet preliminary findings briefing.



Organizational Service Level Assessment (SLA) Update

As of August 31, 2019



Emergency Command Center (ECC)

Work Completed in August – Citygate and MCP worked on the draft report and received mid-project briefing feedback.

Work Scheduled in the Next Reporting Period – In September, Citygate will deliver the draft report for fact checking.

Emergency Medical Services (EMS)

Work Completed in August – Citygate conducted its second on-site listening interviews and continued emergency medical dispatch support work. Also, Citygate gathered additional workload data.

Work Scheduled in the Next Reporting Period – In September, Citygate expects to complete workload analysis and prepare draft findings and recommendations for mid-project briefing.

Field Deployment

Work Completed in August – Citygate requested staff comments regarding draft incident statistics and geographic models. In addition, continued work on auto aid balancing project.

Work Scheduled in the Next Reporting Period – In September, Citygate will proceed with the SLA once OCFA staff provides comments.

Executive Leadership Team & Human Resources

Work Completed in August – Citygate completed the HR draft report and provided for fact checking. Citygate received Chief's schedule workload data and began preparing draft findings and recommendations for Exec. Mgmt.

Work Scheduled in the Next Reporting Period – In September, Citygate will prepare final HR report and brief the HR Committee. Citygate will look to schedule Executive Management team meeting to discuss draft opinions.

Fleet Services

Work Completed in August – Citygate completed its analysis and worked on preparing draft findings and recommendations briefing.

Work Scheduled in the Next Reporting Period – In September, Citygate will deliver preliminary findings briefing.



HUMAN RESOURCES SERVICE LEVEL ASSESSMENT

ORANGE COUNTY FIRE AUTHORITY

SEPTEMBER 11, 2019

 CITYGATE ASSOCIATES, LLC
WWW.CITYGATEASSOCIATES.COM

600 COOLIDGE DR., STE. 150
FOLSOM, CA 95630

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



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EXECUTIVE SUMMARY

Citygate Associates, LLC (Citygate) is pleased to present one of the first Service Level Assessments (SLA) issued as part of a larger organizational strategic plan for the Orange County Fire Authority (OCFA). For this assessment, Citygate was requested to provide the Human Resources (HR) Department (Department) and OCFA Board of Directors and management with a series of recommendations for multiple-step and/or by-the-year phasing for improvements as needed, a list of staff resources and/or ongoing performance metrics needed for the HR services, and a list of ongoing operational best practices/metrics within which the Department can operate.

Originally founded by a group of cities to be a regional fire services provider, the OCFA has been a forerunner in fire and public safety services, providing contract services under an appointed governance board model to grow into an agency serving more than 1.9 million people across 24 cities and the unincorporated areas of Orange County from 80 stations throughout Orange County. Coverage provided by OCFA includes a geographic area containing many Southern California beach communities, business towers and complexes for global and national corporations, expansive shopping centers, worldwide vacation destinations, and numerous major freeway and arterial road systems, in addition to many variations on multiple- and single-family residential developments built in the hillsides and flatland areas of this densely populated region between the cities and suburbs of Los Angeles and San Diego.

For OCFA to become a dynamic, leading-edge organization that delivers the best services in the region, it needs support from a highly effective and professional HR Department. Citygate has identified three important positioning objectives for the HR Department at OCFA in the future:

- ◆ Becoming an organizational strategic partner
- ◆ Improving organizational support
- ◆ Achieving recognition as an employer of choice.

Citygate has based its findings and recommendations for this assessment on these three important positioning objectives for OCFA that can be used to guide OCFA's efforts.

This assessment focused on the OCFA HR Department, examining operations and staffing in place to deliver services both internally to this large and complex organization and externally to the public served by OCFA.

The success of any public agency in providing quality services depends on the support and effectiveness of its HR department. Often an HR department is referred to as the conscience of an organization. HR is responsible for overseeing the most valuable resource of any organization, its employees. HR departments follow and support employees from the time they are job applicants through their careers until retirement.

HR departments are a valuable resource in guiding supervisors and managers through the multiple and complex rules, regulations, and laws that regulate personnel actions.

At OCFA, HR services include:

- ◆ Delivery of recruitment and selection services
- ◆ Delivery of employee benefits
- ◆ Delivery of employee relations services
- ◆ Delivery of risk management services.

After conducting extensive interviews and background information reviews, Citygate's HR SLA provides OCFA, its leaders, and staff with 23 findings and 27 recommendations. The recommendations are presented in an Action Plan, found in **Section 6**, that is complete with an identified responsible party, a time frame for completion, and a statement of benefits that can occur with implementation of each recommended action. Time frames for completion are also described after each recommendation is shown in the body of this report.

The Action Plan is accompanied by recommendations for OCFA leadership and staff to use near term as they address the changes and improvements outlined in this SLA report for HR staffing and performance measures which are expanded into eight strategic best practices and metrics. These are also contained in **Section 6**.

The proposed staffing and performance measures speak to specific staff additions and/or changes that are recommended as a result of the information studied and interviews conducted for this assessment. The staff positions recommended represent Citygate's evaluation of gaps and inefficiencies noted over the course of this assessment, as well as Citygate's estimates of what is needed to move OCFA forward.

The list of eight governing operational best practices and metrics is foundational to good, modern HR practices and should become integral to OCFA's *strategic* operations in the future.

SECTION 1—INTRODUCTION AND BACKGROUND

1.1 GOALS OF THE ASSESSMENT

This Service Level Assessment is one of eight to 10 internal business/service unit assessments to be provided as part of an overall Strategic Plan in mid-2020, and as such, is presented as a standalone report ready for presentation to the Board of Directors, partner agencies, and OCFA employees.

Over and above OCFA's stated outcome requests for this assessment, Citygate has identified three positioning objectives, discussed in **Section 3**, to help guide this large and complex organization as it seeks to refine its strategic direction. Citygate has used these objectives as background for the 23 findings and 27 recommendations made in this report. Findings and recommendations are grouped together into two sections: one focused on internal HR Department operations (**Section 4**) and one focused on cultural and organization-wide impacts (**Section 5**). In addition, in **Section 6**, Citygate has provided three separate tables and/or lists of valuable performance goals and metrics for policy makers and staff to implement.

1.2 PROJECT APPROACH AND SCOPE OF WORK

Citygate conducted 22 initial on-site interviews. These interviews were followed by additional telephone and conference calls, extensive review and study of the documentation provided by the HR Department and OCFA, and additional on-site reviews and briefings. This work took place during the months of April, May, and June of 2019.

The breadth and depth of the employees interviewed for this report is shown in the following list. At the time of the on-site visits, OCFA was experiencing turnover in the ranks of HR personnel. The people interviewed by Citygate staff during this assessment may no longer be the current occupants of any given positions in the following list. Regardless of personnel changes that may have occurred over the course of this assessment, Citygate is confident that the findings and recommendations for future staffing, operations, and resources needed by the Department will be of service not only to HR staff but to OCFA overall.

Citygate's interviews were conducted with:

1.2.1 Employee Associations

- ◆ President, Orange County Professional Firefighters Association (OCPFA), International Association of Fire Fighters (IAFF) Local 3631
- ◆ General Accounting Manager, OCFA Management Association (OCFAMA)
- ◆ Management Analyst, OCFAMA

- ◆ Labor Relations Specialist, Orange County Employee Association (OCEA)
- ◆ Assistant Fire Marshal, OCEA
- ◆ Vice President, OCFA Chief Officers Association (COA)

1.2.2 Executive Management

- ◆ Deputy Chief, Administration and Support Bureau
- ◆ Deputy Chief, Emergency Operations Bureau

1.2.3 HR Department

- ◆ HR Manager, Benefits Division
- ◆ Senior HR Specialist, Benefits Division
- ◆ HR Manager, Recruitment and Selection Division (and Employee Relations Division)
- ◆ Senior HR Analyst, Recruitment and Selection Division
- ◆ HR Analyst, Recruitment and Selection Division
- ◆ Risk Manager, Risk Management Division
- ◆ Risk Management Analyst, Workers' Compensation, Risk Management Division
- ◆ Risk Management Specialist, Workers' Compensation (transferred to Recruitment and Selection Division as an HR Analyst), Risk Management Division
- ◆ Risk Management Specialist, General Liability and Insurance, Risk Management Division
- ◆ Fire Captain, Cancer Awareness and Prevention Program, Risk Management Division
- ◆ Fire Captain, Wellness and Fitness (WEFIT) Coordinator, Risk Management Division

1.2.4 Logistics Department

- ◆ Assistant Chief
- ◆ Manager, Information Technology (IT) Division
- ◆ Management Analyst, IT Division Banner System

1.3 REPORT ORGANIZATION

Section 2—OCFA Human Resources Role, Structure, and Services first describes the purposes behind a modern HR department and its importance to the success of modern agencies. The section also includes an HR Department organizational chart, current at the time it was provided to Citygate, and a brief description of the work assigned and accomplished to each of the four HR Department divisions existing at the time Citygate undertook this assessment.

Section 3—New Horizons for OCFA Human Resources Department examines three positioning objectives that can be used to guide OCFA’s efforts and provides a basis upon which the 23 findings and 27 recommendations were made.

Section 4—Needed Department Operational Changes is focused on internal operational changes needed in HR, presenting findings and recommendations grouped into the distinct areas of:

- ◆ Department operations, practices, and resources
- ◆ Foundation, structure, and planning
- ◆ Outreach recruitment and diversity
- ◆ Employee performance evaluations.

Section 5—Needed Department Cultural Change Initiatives presents cultural changes benefitting HR and all of OCFA in a series of findings and recommendations grouped by:

- ◆ Human Resources as a strategic partner
- ◆ Enhance training and employee development
- ◆ Embrace technology to enhance service delivery
- ◆ Consider relocating offices of the Director of Human Resources.

Section 6—Recommendations Plan contains the Strategic Step Planning (SSP) for the Department and, where it pertains, the organization. Table 1 in this section is the series of recommendations for multiple-step and/or by-the-year phasing for changes needed. This table represents the Action Plan the Department can use to address the recommendations made in **Sections 4 and 5** of the report. It contains the assignment of the responsible party, the timing, and the benefits for each of the recommendations made by Citygate.

Table 2 is a list of staff resources and/or metrics that, in Citygate’s opinion, OCFA and the Department need to procure and/or implement, as itemized by Department division. This table corresponds to recommendations in Table 1 but more specifically addresses staffing needs and/or practice metrics the HR Department needs to achieve.

Finally, a list of eight governing operational best practices and metrics is provided. These are ongoing planning and operational best practices/metrics that OCFA and the Department should institute to achieve state-of-the-art delivery of high-quality human resource services for a modern public organization. Suggestions for the timing of implementation of these broad-range plans and efforts are included.

SECTION 2—OCFA HUMAN RESOURCES ROLE, STRUCTURE, AND SERVICES

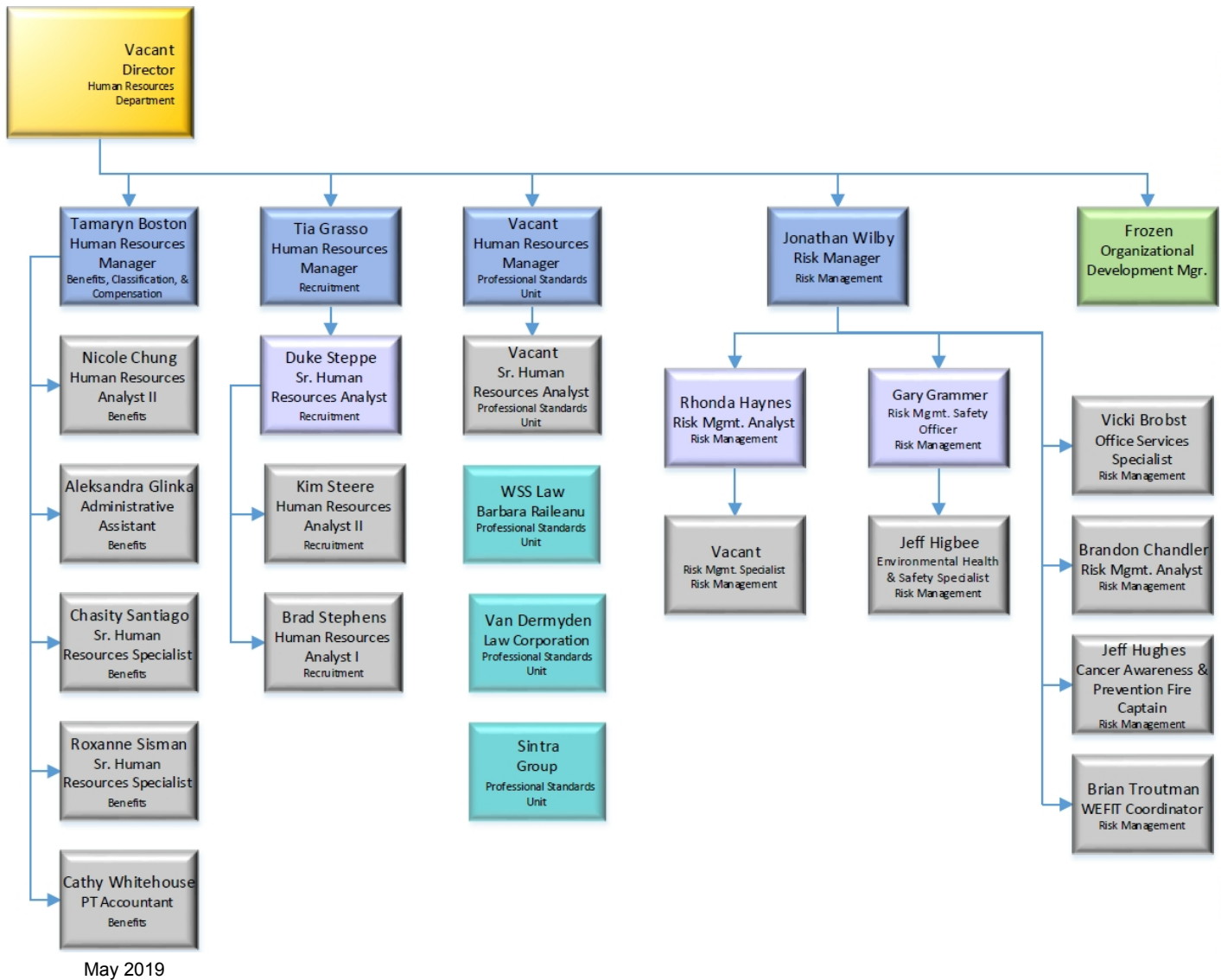
The success of any public agency in providing quality services depends on the support and effectiveness in its HR department. Often the HR department is referred to as the conscience of an organization. HR is responsible for overseeing the most valuable resource of any organization, its employees. HR departments follow and support employees from the time they are job applicants through their careers until retirement.

HR departments are a valuable resource in guiding supervisors and managers through the multiple and complex rules, regulations, and laws that govern personnel actions. They play a critical role in making an agency an employer of choice by effectively recruiting and retaining quality employees, and it is responsible for developing skilled employees who can perform at a high level. To be effective, the HR department must be a strategic partner with the agency's leadership.

At OCFA, the HR Department is a full-service operation with what Citygate observed to be a highly competent staff, producing a high volume of work while serving OCFA's management staff, 1,410 employees, and the public.

The HR Department consists of 24 employees working in four areas: Recruitment and Selection, Employee Benefits, Employee Relations (Professional Standards Unit), and Risk Management.

Figure 1—Existing OCFA HR Organization Chart



2.1 RECRUITMENT AND SELECTION

The HR Department operates under a merit system for the OCFA recruitment and examination employment processes. The HR Department strives to provide OCFA with a highly qualified and diverse workforce.

In the past two years, there were 140 examinations completed by two HR Analysts. This highly professional staff is under constant pressure to complete examination processes in a timely manner. In addition, many of the examination processes are highly sensitive, highly competitive, and exceptionally complex. Amongst those exams, some have attracted large applicant pools.

Following a prior independent review of the OCFA's firefighter recruitment and selection process, the Recruitment and Selection (RS) Division staff began using a guideline that requires firefighter job candidates to achieve a natural score of at least 80 percent to be placed on an eligible list (hiring list).

The RS Division makes efforts to recruit quality and diverse jobs applicants. To accomplish this, it uses online recruiting sources and services to market OCFA job opportunities. RS Division staff also attend a limited number of recruitment events. However, the same HR Analysts responsible for conducting examinations also attend recruitment events. The heavy examination workload limits the amount of time HR Analysts can dedicate to attending outreach activities.

At the end of the examination processes and the creation of eligible lists, the Division arranges pre-employment medical examinations for selected job candidates.

2.2 EMPLOYEE BENEFITS

The HR Department manages the classification, salary and wages, benefits, onboarding programs, and employee performance evaluations for employees and retirees. Citygate was told that the goal of employee benefits is to ensure employees have a positive work experience.

In the area of classification and compensation administration, Citygate could not find clear direction. Absent established policy or structure on how OCFA as an organization will maintain updated classification specifications, most classification studies and salary surveys at OCFA are completed through agreements with employee associations through memorandum of understanding (MOU) agreements. In addition, Citygate did not find an agency-wide directive regarding salaries and benefits in comparison to an established labor market. Citygate could not discern an established frequency for how often OCFA studies its salaries and benefits; however, the Employee Benefits Division has created a classification specification tracking system to follow and document the progress of classification revisions and adoptions.

The Employee Benefits Division is making gradual progress towards improving the process and tracking of annually evaluating employee performance. Over the past two years, it has implemented automated employee performance evaluations for management employees. However, there are no immediate plans to automate the evaluations of Fire safety personnel and non-safety, line employees, which represent over 1,200 employees.

The Employee Benefits Division has automated the onboarding process for new employees. This new tool has streamlined the hiring process by reducing the completion time and ensuring that all required documents are completed before new employees begin work.

2.3 EMPLOYEE RELATIONS (PROFESSIONAL STANDARDS UNIT)

The HR Department is responsible for maintaining productive labor and employee relations with the four employee associations.

Over the past year, it was difficult for the HR Department to coordinate labor relations policies with Executive Management. Feedback provided by some that Citygate interviewed indicated that the HR Department took “siloed” positions on contentious issues, which caused some friction with employee associations. The lack of wide collaboration and perceived misinformation created mistrust between the parties, which strained the relationships with some particular members of HR Management. The turnover of the HR Director and the Employee Relations Manager created a further void in growing a healthy working relationship with the employee associations. Efforts by existing HR management staff temporarily assigned to Employee Relations are making positive contributions to relationships between the parties. Currently, there is no full-time staff in the Employee Relations Division. The Recruitment and Selection Manager has been temporarily handling employee appeals/grievances and investigations, with support from contract attorneys who assist with the more complex investigations, as assigned. The lack of full-time dedicated staff limits the Employee Relations Division’s efforts to proactively address employee relations issues.

2.4 RISK MANAGEMENT

The HR Department administers a comprehensive Risk Management operation that includes a highly successful workers’ compensation program, quality liability and insurance services, and valued employee wellness programs, such as WEFIT, Cancer Prevention Awareness, and Behavioral Health. In 2018, under the workers’ compensation program, 87.3 percent of eligible employees returned to work on light duty, and 85.7 percent of them returned within four days. In 2018/19, the WEFIT program coordinated 648 wellness exams on safety field personnel, or 62.7 percent of the Department. During the same time, the Behavioral Health Program conducted 841 counseling sessions in 23 different counseling topics. The Cancer Prevention Awareness program provided new training to reduce exposure to potential cancer-causing substances.

SECTION 3—NEW HORIZONS FOR OCFA HUMAN RESOURCES DEPARTMENT

3.1 CHALLENGES FACING HR

The HR Department is routinely challenged to deliver services on a timely manner. However, there are multiple competing parties with unique priorities that influence the direction of the Department and thus impact the timely completion of service delivery. HR-based requirements and mandates are constantly evolving, and the HR Department consistently reviews and implements new regulations to ensure compliance.

Citygate's review of services administered by the HR Department revealed that the Department at times does not meet the services/pace needs of OCFA operations; however, the Department does adhere to regulatory requirements. The OCFA HR Department is a full-service department that manages multiple HR functions. The HR industry is highly regulated with numerous federal, state, and court statutes and mandates that dictate how HR functions and responsibilities are performed. Keeping track of all the different rules and regulations is a challenge. In addition, the HR Department routinely gives advice on HR issues and mandates that are drawn from multiple sources.

For OCFA to become a dynamic, leading-edge organization that delivers the best services in the region, it needs the support from a highly effective and professional HR Department. Currently, the HR Department completes a high volume of work and quality services with a competent and dedicated staff. Citygate has identified three positioning objectives for guiding OCFA and the Department to improvements needed to ensure high quality services for all stakeholders served by OCFA:

- ◆ Becoming an organizational strategic partner
- ◆ Improving organizational support
- ◆ Achieving recognition as an employer of choice.

Citygate based our findings and recommendations for this assessment on these three important positioning objectives for OCFA that can be used to guide OCFA's efforts.

- ◆ **Section 4** is focused on internal operational findings and recommendations central to the HR Department. The findings and recommendations are grouped under four key areas of the internal HR Department operations.
- ◆ **Section 5** is focused on findings and recommendations that apply and/or affect the overall OCFA organization and culture. The findings and recommendations are grouped under four key areas of the culture and overall OCFA organization.

What follows is a brief description of what it means for OCFA and its HR Department to pursue these three big-picture objectives in the near- and longer-term future.

3.2 BECOMING AN ORGANIZATIONAL STRATEGIC PARTNER

Although the HR Director is a member of the executive team, the HR Department is not a strategic partner to top management. The HR Department has very little influence or input in major organizational decisions. The perception in the HR Department is that it is routinely called upon to address unplanned urgent issues that could be avoided with advanced planning and sound decision-making. As a result, it regularly finds itself in crisis mode. Further, it is assigned additional tasks and responsibilities with little or no input or discussion. To better serve OCFA, the HR Department needs to become a strategic partner.

3.3 IMPROVING ORGANIZATIONAL SUPPORT

A review of HR Department staffing levels found that there is an imbalance in distribution of staff that causes inefficiency. Most of the HR Department divisions have minimal clerical support. To complete work, some clerical staff must rotate into other divisions. In addition, to complete work in a timely manner, professional Analysts and Division Managers routinely perform clerical tasks. Further, Division Managers are given additional responsibilities without additional resources or staff. For example, the Risk Manager is managing a Behavioral Health program, with an external contracted firm (The Counseling Team International), but does not have any internal dedicated support staff for this area. A Behavioral Health professional, on OCFA staff, would be beneficial to fully implement the program. When the Benefits Division implements agency-wide automated employee performance evaluations, it will need an additional HR Specialist to complete the work. To help OCFA move forward in better serving the public, the HR Department must have the appropriate level of staffing in each Division to address the needs of OCFA.

The HR Department is responsible for many rules and regulations and the processes that carry them out. OCFA general orders, standard operating procedures, regulations, policies, and procedures are found in different locations and sources. There is no formal policies and procedures document or manual that can be used as a resource. In addition, the Department completes some functions with unwritten policies and practices. To improve the effectiveness of the HR Department and respond to the demands of the organization, more policies and practices must be written into a thorough policies and procedures manual, which shall include existing policies and procedures.

3.4 ACHIEVING RECOGNITION AS AN EMPLOYER OF CHOICE

OCFA strives to become the best agency possible. Reaching that goal begins with becoming an employer of choice through the recruitment and hiring of the best job candidates. This involves

OCFA marketing itself as an employer of choice through an aggressive outreach recruitment plan. The plan should stress the goal to recruit a highly qualified and diverse applicant pool. Recruitment activities should expand to non-traditional venues and events. Support from the employee associations will be critical to the success of these efforts. A more diverse applicant pool will improve the quality of job applicants.

To ensure that OCFA is offering competitive wages and benefits, it needs to develop a strategy for the periodic study of classification specifications and for conducting salary surveys. Further, it must establish policy concerning where it wishes to rank its employee classifications in the labor market regarding salary and benefits.

To retain quality employees, OCFA must develop an Organization Development Division to support employees with their professional growth. The efforts should include succession planning to identify and develop future leaders. In the current competitive job market, quality employees will not hesitate to leave an employer that does not make a commitment in their professional development.

All the components stated above are necessary for OCFA to become an employer of choice that attracts and retains quality employees who will, in turn, deliver a higher quality of service and help OCFA reach its goal of being the best agency possible.

As it seeks new horizons for its HR Department services and operations, agency leaders, managers, staff, and sworn and non-sworn employees alike can work together toward the goal of positioning OCFA as a local and regional leader, demonstrating an effective role for its HR staff, developing strong organizational support systems, and becoming an employer of choice amongst public and private agencies in Orange County and the entire Southern California region.

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SECTION 4—NEEDED DEPARTMENT OPERATIONAL CHANGES

The OCFA HR Department has four broad areas of its current operations in which to address future improvements. These are:

- ◆ Operations, practices, and resources
- ◆ Foundation, structure, and planning
- ◆ Outreach recruitment and diversity
- ◆ Employee performance evaluations.

4.1 OPERATIONS, PRACTICES, AND RESOURCES

4.1.1 Findings

Finding #1: The HR Department operates with antiquated tools and practices.

- ◆ Policies and procedures related to the OCFA HR Department are found in different sources, such as Employee Relations Resolution, Personnel and Salary Resolution, MOUs, standard operating procedures, and memorandums. For the purpose of reference or research, there is not a single source available that collects all HR information.
- ◆ The HR Department completes many responsibilities with policies and processes that are routinely used but not found in any written document.

Finding #2: OCFA is limiting its access to a larger pool of quality and more diverse job candidates by using an 80 percent passing score for safety examination processes.

The intent of the OCFA in setting an 80 percent pass score was presented to Citygate as an effort to limit the applicant pool for exam processes that attract large numbers of job applicants (a common occurrence within the firefighting profession). Also, Recruitment and Selection (RS) Division staff stated that they have not received any complaints from job applicants regarding the pass score requirement. The practice of limiting job applicants or the fact that no applicants have complained are not legitimate reasons to support business necessity. In fact, OCFA's argument that setting a high passing score ensures higher quality candidates accomplishes the opposite.

The HR Department RS Division completes a high volume of examination and selection processes with minimal staff. Examination and selection processes are highly professional, but the evaluation of candidates is restrictive and potentially could adversely impact minority and women job candidates. One of the basic standards of conducting examination processes is that employers take measures to ensure that the employment examination processes be valid and job-related.

Evaluating examination processes for potential adverse impact is a required practice to determine if they are valid. Adverse impact is defined as a low passing rate of group(s) of job applicants when compared to another, more successful group of applicants (e.g., a comparison of white job applicants to minority applicants). The Uniform Guidelines on Employee Selection Procedure requires the use of a standard formula for measuring potential adverse impact. It takes the average score of one group (e.g., white applicants) and compares to the average score of another group (e.g., Hispanic applicants). If the average score of the Hispanic applicants is less than 80 percent of the white applicants, then the exam has, on first impression, adverse impact. This is commonly referred to as the four-fifths rule. In response, the employer must prove that the examination process is valid and job-related or that there is a rational business necessity for a given practice.

The HR Department regularly uses content criterion to validate most of its examinations. For the Fire Recruit examination and other complex exams, HR uses outside vendors to provide valid examination instruments. However, HR does not use the four-fifths rule to measure any of its examination processes. In fact, HR uses a score of 80 percent as a standard pass score for all safety examination processes regardless of the potential adverse impact on any specific group. HR argues that it uses the 80 percent pass score to ensure that it hires only highly qualified job candidates. For non-safety examinations, HR uses an 80 percent passing only for oral interviews. This 80 percent passing score requirement is an arbitrary number that is simply indefensible.

A standard industry practice is to independently evaluate each examination process and component for potential adverse impact. It should be the goal of any examination process to assess the probability of success on the job. Thus, determining an appropriate pass score should include flexibility as each applicant pool in any examination process is unique. The use of any arbitrary passing score is indefensible and not consistent with the Uniform Guidelines.

4.1.2 Recommendations

Recommendation #1: Develop a comprehensive HR Policies and Procedures Manual to act as a centralized source for reference.

The HR Department needs to implement a project that gathers all its information resources, both internal and external, and reviews and assesses them for the purpose of creating a single resource. The use of an outside vendor to complete this task is highly recommended. The goal should be to complete this project within six months.

Recommendation #2: Develop an Operations Manual that outlines specific steps to complete a task or program.

Use the manual as a training tool and resource for HR employees. The Operations Manual will correspond to the HR Policies and Procedures Manual cited in Recommendation #1. An Operations Manual can be created within 18 months.

- Recommendation #3:** Independently review each examination process and components to measure potential adverse impact. In those cases where review finds that adverse impact exists, evaluate the exam process to ensure it is valid and job-related.
- Recommendation #4:** Abandon the 80 percent passing score requirement for all examination processes. Independently evaluate each exam process and determine a reasonable cutoff score that minimizes adverse impact.
- Recommendation #5:** Review performance standards and practices for probationary employees, especially for the Fire Recruit academy.

Employee probationary periods are often referred to as the last examination process. Much effort and resources are expended to create an eligible list for Fire Recruits, which is annually established to hire 100 new Fire Recruits. It is critical that *as soon as possible*, all new sworn and non-sworn probationary employees be evaluated on valid job-related standards.

4.2 FOUNDATION, STRUCTURE, AND PLANNING

4.2.1 Findings

Finding #3: The HR Department is a full-service HR operation that completes a wide range of HR functions in a highly demanding environment, with very active board and influential employee associations.

The HR Department performs a highly delicate balancing act as an internal and external service department, an advisor to management, a collaboration builder, and a compliance overseer for the organization. To be effective in such an environment, the HR Department requires a clear vision or purpose, a strong commitment from top management and the Board, and sufficient resources to complete its responsibilities. HR Department staff are competent and dedicated professionals as evidenced by:

- ◆ The Employee Relations (ER) Division has initiated collaborative efforts with the employee associations and has engaged them in early discussions when issues arise.
- ◆ The two HR Analysts in the RS Division are highly productive, but overwhelmed. Over the past two years, they completed 140 examination processes, including lengthy fire safety entry-level and promotional exam processes. In addition, they attend an average of five outreach recruitment job/career fairs per month.
- ◆ In 2002, the Risk Management (RM) Division initiated a workers' compensation program. Today, the program is fully operational, and it effectively handles

employees injured on the job. In 2018, 87.3 percent of eligible employees returned to work on light duty, and 85.7 percent of them returned within four days.

- ◆ In 2018/19, the WEFIT program coordinated 648 wellness exams on safety field personnel, or 62.7 percent of the Department.
- ◆ In 2018/19, the Behavioral Health Program conducted 841 counseling sessions in 23 different counseling topics.
- ◆ Since the inception of the Fire Agencies Insurance Risk Authority (FAIRA), a general liability insurance program, in 2015, OCFA has handled 91 FAIRA claims in five service categories at a cost of \$1,208,100.
- ◆ The Benefits Division manages the OCFA classification and compensation programs. Recently it created a classification and salary adjustment tracking program to accurately account for all such changes and adjustments. The Benefits Division also manages employee performance evaluations for all employees. The Benefits Division initiated automated programs to improve service delivery and increase efficiency. In 2017, it started an electronic employee performance program for management personnel (NEOGOV Perform). In September 2018, the Division installed an automated onboarding system (NEOGOV Onboarding) for processing new employees into the workforce.

Finding #4: The HR Department lacks vision, core values, or principals to guide staff toward a desired mission.

The Department constantly responds to crisis after crisis, and it is always in a reactionary mode. When the HR Department is directed to initiate a new program or service, it is regularly accomplished without additional resources or any consideration to the impact on the Department. There are no core values or principles to guide the staff toward a desired mission. There are no meaningful objectives, performance measures, metrics, or goals to accomplish. This lack of performance measures and metrics limits HR's ability to measure its work product, demonstrate its value to OCFA, and effectively evaluate the performance of its employees.

Finding #5: The HR Department lacks a coherent plan to fulfill OCFA staffing and HR-related needs.

To be effective, any HR Department should have a coherent written plan that guides the organization, a clear direction with specific measurable objectives, and action items that complements its mission statement for the delivery of quality service.

Finding #6: Imbalance in the HR staffing structure and increasing demands for services creates instability in the Department.

Due to recent resignations/vacancies, the ER Division does not have any full-time staff. Currently, the RS Human Resources Manager is the only person performing employee relations work. In addition, the ER Division does not have any dedicated administrative staff support.

- ◆ At times, the HR Department managers are given new programs to administer without any additional staffing resources. When the RM Division was assigned the WEFIT program and Cancer Prevention Awareness program, sworn fire personnel were assigned to manage the programs. However, the Behavioral Health Program (which has an external contract with The Counseling Team International) did not come with any internal support and it is administered by the Risk Manager. Currently, the Risk Manager spends 21 percent of his time on the Behavioral Health Program. To ensure the timely completion of projects and assignments, support staff regularly cross between divisions to assist colleagues. Due to the demands of other divisions, the Benefits Division routinely rotates administrative support staff to the other divisions to assist with completing tasks.
- ◆ The Risk Manager administers security activities for all OCFA facilities and stations, without any staffing assistance or plan and without access to expertise necessary to conduct this work. Currently the Risk Manager spends 10 percent of his time addressing security-related matters. Security activities do not belong with Risk Management. OCFA needs to find a permanent solution.
- ◆ Although there is support staff in the HR Department, it is minimal, which requires the professional and management employees to routinely perform clerical tasks.

A productive HR Department operates with a clear understanding of the services it is mandated to provide and the priorities its leadership has given with an organization structure and resources that fulfill those demands.

Finding #7: The HR Department completes classification and compensation activities without a strategy or direction.

Most classification and compensation activities are generated through specific actions agreed upon through MOUs with employee associations. There is no established schedule to conduct classification specification reviews throughout the organization, no plan on how often classifications should be studied, no clear direction that prioritizes which classifications need to be studied, and no strategy on where OCFA desires to be ranked in compensation among its established salary survey agencies. Classification and compensation studies are conducted by outside vendors.

Finding #8: The HR Department conducted a classification study in three of the four Divisions to revise classifications to create a career path for Department employees. The RM Division was not included in this initial classification study. The RM Division was

included in a subsequent phase; however, the study remained incomplete at the time Citygate conducted its on-site interviews.

Finding #9: The HR Department plays a key role in maintaining harmony between agency leadership and the employee associations.

An HR department must clearly communicate an agency's direction in employee relations and effectively listen to, and address, employee associations' concerns. To develop a strong working relationship with employee associations, the HR Department must do its part to gain trust and respect. For many months, the relationship between some members of the HR Department and employee associations has been confrontational and strained; nevertheless, positive inroads are being made through collaborative efforts by the current HR managers.

Finding #10: Although OCFA has a robust agency-wide recognition program, there is no such employee recognition program designed specifically for the HR Department.

4.2.2 Recommendations

Recommendation #6: Create a concise mission statement with a vision, core values, and guiding principles, as well as specific and measurable performance objectives that will deliver quality service to OCFA and the public.

This exercise will require six months to complete.

Recommendation #7: Develop a systematic method of identifying, evaluating, and addressing HR Department issues to minimize disruption in the Department when a crisis does arise.

It will require nine months to develop a systematic method for addressing HR issues.

Recommendation #8: Determine the staffing necessary to meet HR service demands by assessing the level of service delivery desired and OCFA priorities.

This project can be completed in six to nine months.

Recommendation #9: Build trust and respect with employee associations through collaborative working relationships while ensuring transparency. Recommended actions include:

- ◆ The ER Division should take the lead in re-establishing relationships with the employee associations after receiving staffing necessary to support this effort.

- ◆ The Benefits Division should take the lead in developing an agency-wide philosophy and strategy for implementing a comprehensive classification and compensation plan.

The development of a salary survey master plan can be created within 12 months. The creation of a comprehensive classification review schedule can be completed within six months.

Recommendation #10: Re-initiate the study of the classifications in the RM Division to create a professional career path.

The study of classifications in the RM Division can be completed within six months.

Recommendation #11: Hire a Behavioral Health professional to relieve the Risk Manager of directly administering the program while continuing to support the WEFIT and Cancer Awareness programs with safety personnel, under the direction of the Risk Manager.

The creation of a Behavioral Health Professional classification will take nine months after funding is identified and prioritized.

Recommendation #12: Obtain security expertise for protecting facilities and provide the resources necessary to effectively perform the agency's security-related work. Transfer security responsibilities outside of HR.

Assess where best to assign the security-related function outside of HR. The review of security needs and the transition of the duties outside of HR will require 12 months to complete.

Recommendation #13: Develop specific and measurable performance objectives for employee performance standards. Prepare an annual HR Department performance report that highlights the Department's accomplishments for the year.

The study of all duties of HR staff members and subsequent development of measurable performance objectives will take 12 months. The annual HR report can be completed within two months after the end of the fiscal year.

Recommendation #14: Develop an employee recognition program for the HR Department employees, which can be variable as to frequency and type rather than just one annual award. Recognize and celebrate smaller, significant accomplishments, anniversaries, etc.

The research and creation of an employee recognition program tailored for HR employees will take six months.

4.3 OUTREACH RECRUITMENT EFFORTS AND DIVERSITY

4.3.1 Findings

Finding #11: Recruitment and Selection Division HR Analysts produce a high volume of examination processes with minimal staff.

The limited number of recruitment-related events HR Analysts attend are insufficient to effectively attract a quality and diverse applicant pool and takes valuable time away from the HR Analysts to complete the high demand of examination processes. Given the current staffing levels, the best solution is for the HR Analysts to stop attending recruitment events and focus on timely completion of examination processes.

Finding #12: A comparison of demographic data shows that the OCFA workforce falls short in reflecting the community it serves.

Demographic data reveals that Orange County's population is changing and becoming more diverse. The last U.S. Census revealed that the Orange County demographic profile is as follows: White (42 percent), Hispanic (33.9 percent), African American (1.6 percent), Asian (19.2 percent), and Other (3.3 percent). The current OCFA ethnic workforce composition is as follows: White (69 percent), Hispanic (20 percent), African American (1 percent), Asian (7 percent), and Other (3 percent).

The current OCFA gender workforce composition is 11 percent women and 89 percent men.

4.3.2 Recommendation

Recommendation #15: Create and implement a strategy for employing a workforce that reflects the community by:

- ◆ Assessing the workforce and labor market to establish a geographic marketing area for recruiting.
- ◆ Designing an aggressive outreach plan that can realistically attract quality and diverse job applicants. This work should be performed in collaboration with management and the employee associations.
- ◆ Creating an outreach recruitment team dedicated to marketing the OCFA as an employer of choice. Funds will be needed to support the recruitment efforts, and employee volunteers will be needed to attend recruitment events.

It will take six months to develop an outreach recruitment program.

4.4 EMPLOYEE PERFORMANCE EVALUATIONS

4.4.1 Finding

Finding #13: Over the past year, only 67.36 percent of OCFA employees received an employee performance evaluation; 29.53 percent of employee evaluations are past due (as of the writing of this report), and 3 percent are incomplete.

There is no consistent accountability to encourage or mandate a higher completion of evaluations.

There is no employee performance evaluation training for supervisors to learn how to properly complete an employee evaluation or how to effectively communicate the contents of an employee performance evaluation given to an employee.

There are no written guidelines on how to complete an employee performance evaluation form.

The Benefits Division implemented electronic employee performance evaluations through NEOGOV Perform for executive management, fire management, and non-sworn managers. However, this represents only a small percentage of the total workforce.

Employee performance evaluations for fire line personnel and OCEA employees are completed manually. There is a need to revise and update employee performance evaluation forms and develop a guide for performance standards.

There are no plans to implement NEOGOV Perform for 207 OCEA employees or 1,036 sworn fire personnel. It is the opinion of HR staff that one additional staff person would be required if the OCFA implemented NEOGOV Perform for the OCEA and sworn fire personnel.

4.4.2 Recommendations

Recommendation #16: Develop a strategy and process to increase the completion rate of employee performance evaluations.

The development of a strategy and process to increase the completion rate of employee performance evaluations will require 12 months to complete.

Recommendation #17: Research and develop a plan to expand the use of NEOGOV Perform for all OCFA employees, including new performance evaluation forms, and commit resources for additional staff, if required.

The expansion of NEOGOV Perform for all employees will require 12 months to complete.

Recommendation #18: Develop a required employee performance evaluation training course for supervisors and managers, teaching supervisors and managers how

to properly complete the performance evaluation and effectively communicate the ratings in the performance evaluation.

The development and implementation of a new training course can be completed within 17 months.

Recommendation #19: Develop accountability for completion of performance evaluations through the creation of a job performance standard for supervisors. Include the completion of performance evaluations as a factor in determining merit salary increases for supervisors.

The implementation of this concept will require six months to complete.

SECTION 5—NEEDED DEPARTMENT CULTURAL CHANGE INITIATIVES

There are four cultural change initiatives needed to move OCFA forward into the future. These are:

- ◆ Human Resources as a strategic partner
- ◆ Enhance training and employee development
- ◆ Embrace technology to enhance service delivery
- ◆ Consider relocating offices of the Director of Human Resources.

5.1 HUMAN RESOURCES AS A STRATEGIC PARTNER

5.1.1 Findings

Finding #14: There is not a clear understanding of the role that the HR Department should play in OCFA, and significant competing and influential parties seek to direct the HR Department in different ways, including the OCFA Board Human Resources Committee, top OCFA management, and OCFA employee associations.

Often these competing parties have different agendas, which makes it difficult for HR to prioritize its service delivery. These parties need to understand the unique role HR plays as a service department with regulatory responsibilities, serving operating departments, employees, and the public. This circumstance requires that HR operate independently and free of political influence. Often, HR makes a decision that requires consideration of the affect it will have on multiple parties and may be unpopular. Critiquing a critical decision should be done within the chain of command and labor relations framework. HR staff also need to know the Board of Directors and Executive Management policy/values directions for decisions in gray areas.

Finding #15: Based on interviews with HR Department staff, they are consistently asked to resolve significant problems or complaints with no advanced notice. The perception is that the HR Department regularly finds itself in a crisis mode, but the in-house expertise of the HR staff is not fully utilized when an issue first emerges.

To be effective, the HR Department should be involved in the initial discussions and early planning stages of any significant initiative. Often, new policies and programs will have an impact on staffing needs and costs, regulatory statutes, or existing contacts, such as MOUs. The HR Department would be in a much better position to offer sound counsel and support if given ample advance notice of proposed policies or programs that are under consideration.

5.1.2 Recommendations

Recommendation #20: Demonstrate a strong commitment to the mission and vision of the HR Department by:

- ◆ Strengthening the HR Department's inclusion in major OCFA decisions.
- ◆ Planning new OCFA programs or assignments in collaboration with the HR Department to minimize the time the HR Department spends operating in a reactionary mode.
- ◆ Allowing the HR Department to operate within agency policies and values without interference outside of the chain of command and labor relations discussions.
- ◆ Relying on the HR Department to provide sound and credible advice.

These steps to demonstrate a commitment to HR can be supported immediately.

Recommendation #21: Consider studying the transfer of major and sensitive alleged employee misconduct investigations from the Employee Relations Division to a new and separate unit that is accountable to and reports directly to the Fire Chief or a Deputy Chief.

The study can be completed in 12 months.

5.2 **ENHANCE TRAINING AND EMPLOYEE DEVELOPMENT**

5.2.1 Findings

Finding #16: OCFA provides required technical training for its fire personnel. New Fire Recruits receive 16 weeks of academy training before they are promoted to Firefighter. Other Fire personnel receive remedial training to ensure a high level of skill is retained.

Professional development and growth of employees is essential to success in any organization. Employee professional development and growth, or organizational development, has become a core HR function. The main purpose of organizational development is to enhance employees' skill sets and to minimize employee turnover. Conducting a selection examination process to hire new employees is costly. Maintaining higher employee retention levels is more cost-effective than conducting a selection process to hire someone, and it is an excellent employee morale builder.

OCFA defunded the Organizational Development (OD) Division and abandoned critical employee development for all employees. It moved the funds from the discontinued OD Division to Emergency Medical Services (EMS) operations training and initiated the L380 Leadership training class, which now represents the only professional training in the OCFA.

Finding #17: Within OCFA, para-professional employees at the professional, technical, and support staff levels are promoting into supervisory classifications without any formal training.

The transition from a staff-level position into a supervisory role requires many new skill sets. Formal training in supervisory and leadership skills helps future supervisors prepare for new job demands in this role.

Succession planning to prepare an agency for future position vacancies is a critical component to maintain a high employee retention rate. Succession planning demonstrates an agency's commitment to its employees' professional growth by identifying and assessing employees for potential future growth. There is no discernable succession planning at OCFA.

5.2.2 Recommendation

Recommendation #22: Reinstitute the Organization Development Division and place it under the HR Department. Allow the Division to:

- ◆ Perform a thorough study of the OCFA's professional training needs and desires.

This item can be completed within 12 months after funding is identified and prioritized.

- ◆ Develop a comprehensive training program that supports employee professional development, leadership development, and succession planning.

This item can be completed within 12 to 18 months.

5.3 EMBRACE TECHNOLOGY TO ENHANCE SERVICE DELIVERY

5.3.1 Findings

Finding #18: OCFA has not consistently embraced available technology to improve the quality of service, which results in delays in service delivery.

Finding #19: The HR Department has increased the use of technology to enhance service delivery. However, some of its efforts to acquire automated systems or upgrade programs have not been supported and or resourced to completion.

For example, employees' electronic files are not easily accessible, and not easy to use. For the workers' compensation program, the RM Division requested access to employee data to complete injury reports for injured employees in a timely matter. The data needed is in the Banner system. The request was denied because of a concern for breaching employee personal and confidential data. The RM Division is initiating an electronic system (Velocity) to engage safety programs.

Finding #20: Internal communication systems are outdated, cumbersome, and ineffective, which results in more workload and delay in service delivery. The approval routing system is performed via interoffice mail. At times it can take several days to complete a routed approval document.

Finding #21: Some management systems and processes are antiquated, such as the use of paper timesheets to record non-sworn personnel work hours. The time sheets for non-safety employees are entered manually.

Finding #22: Interview panelists and performance exam raters use paper and pens to take notes when evaluating and rating job candidates, a work-intensive practice.

The collection and recording of candidates' performance would be more accurate and more quickly tabulated using computer devices, such as tablets, to document the performance of job applicants.

5.3.2 Recommendations

Recommendation #23: Work with the IT Division within the Logistics Department to develop enhanced protection of employee personnel files so that data can be shared with Risk Management and third-party secure sites to complete required reports in a timely manner.

The initial discussion on this item can begin immediately.

Recommendation #24: Research and implement an automated signature program that will electronically send documents under a secure system to internal parties required to sign any document.

The research and implementation of an automated signature program will take six months.

Recommendation #25: Support the July 2019 implementation of electronic employee time sheets for non-safety personnel.

Full implementation of a new program shall be completed by December 2019.

Recommendation #26: Study the feasibility of providing exam raters with tablet computers (e.g., iPads) to record exam performance, leading directly to more effectively tabulating scores and retaining examination records.

The study and implementation of tablet computers for examination scoring can be completed within nine months.

5.4 CONSIDER RELOCATING OFFICES OF THE DIRECTOR OF HUMAN RESOURCES

5.4.1 Finding

Finding #23: The HR Department needs strong leadership to build a team and a strong Department foundation and become a strategic partner in OCFA to provide quality service to the agency and to the public. The working relationship and trust between the HR Director and staff are essential to the success of the Department.

Currently the office of the Human Resources Director is located with the Executive Offices of the OCFA, across the hall from the HR Department, which separates HR staff from their leader and funnels the primary interaction with staff through division managers. The separation of the HR Director from staff weakens the interconnection, communications, and potentially the trust within the HR Department.

5.4.2 Recommendation

Recommendation #27: Revise the office configuration to house the HR Director within the HR Department.

Initiate discussion of HR office configuration upon the arrival of the new HR Director.

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SECTION 6—RECOMMENDATIONS PLAN

This section contains an Action Plan outlining, for each recommendation presented in this report, the responsible party, time frame for completion, and a statement of benefits that can occur with implementation of each recommended action.

The Action Plan is accompanied in this section by two additional instruments for OCFA leadership and staff to use as they address the changes and improvements outlined in this report: proposed HR staffing and performance measures and a list of eight governing operational best practices and metrics. These metrics for ongoing performance will also be inserted into the overall OCFA Strategic Plan following the completion of multiple Service Level Assessments.

Table 1—Multiple-Step/Year Recommendation Action Plan

Recommendation	Responsible Party	Timing	Benefit
Recommendation #1: Develop a comprehensive HR Policies and Procedures Manual to act as a centralized source for reference.	HR Department	The use of an outside vendor to complete this task is highly recommended. The goal should be to complete this project within six months.	Create a reliable reference document for the HR Department to perform its duties and eliminate completing tasks without clear written policies and procedures.
Recommendation #2: Develop an Operations Manual that outlines specific steps to complete a task or program.	HR Department	An Operations Manual can be created within 18 months.	Develop a useful tool to ensure the correct method or practice to complete tasks.
Recommendation #3: Independently review each examination process and components to measure potential adverse impact. In those cases where review finds that adverse impact exists, evaluate the exam process to ensure it is valid and job-related.	Recruitment and Selection Division (HR)	This can begin immediately and shall be a continuous effort.	Ensure job relatedness with examination processes and reduce adverse impact in examination processes.
Recommendation #4: Abandon the 80 percent passing score requirement for all examination processes. Independently evaluate each exam process and determine a reasonable cutoff score that minimizes adverse impact.	HR Department, with support from Executive Management	This effort should begin immediately.	Achieve standard industry practice of independently evaluating each examination process and component for potential adverse impact, with the goal of any examination process sufficiently assessing the probability of success on the job.

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Recommendation	Responsible Party	Timing	Benefit
Recommendation #5: Review performance standards and practices for probationary employees, especially for the Fire Recruit academy.	HR Department, with support from Executive Management	This effort should begin immediately.	Achieve assurance that probationary employees are evaluated on valid job-related standards.
Recommendation #6: Create a concise mission statement with a vision, core values, and guiding principles, as well as specific and measurable performance objectives that will deliver quality service to OCFA and the public.	HR Department, with support from Executive Management	This exercise will require six months to complete.	Provide the HR Department with a clear vision on how to complete its responsibilities. Enhance the quality of service delivery.
Recommendation #7: Develop a systematic method of identifying, evaluating, and addressing HR Department issues to minimize disruption in the Department when a crisis does arise.	HR Department, with strong support from Executive Management	This development will require nine months.	Help develop the HR Department as a strategic partner and minimize the crisis mode in which the Department operates.
Recommendation #8: Determine the staffing necessary to meet HR service demands by assessing the level of service delivery desired and OCFA priorities.	HR Department	This project can be completed in six to nine months.	Enhance service delivery with more efficient use of staff.
Recommendation #9: Build trust and respect with employee associations through collaborative working relationships while ensuring transparency. Recommended actions include: <ul style="list-style-type: none"> ◆ The ER Division should take the lead in re-establishing relationships with the employee associations after receiving staffing necessary to support this effort. ◆ The Benefits Division should take the lead in developing an agency-wide philosophy and strategy for implementing a comprehensive classification and compensation plan. 	HR Director, Employee Relations Division, and Benefits Division	<p>The development of a salary survey master plan can be created within 12 months.</p> <p>The creation of a comprehensive classification review schedule can be completed within six months.</p>	<p>Develop a collaborative and productive working relationship with the employee associations.</p> <p>Create an effective strategy to evaluate classifications and properly compensate OCFA employees.</p>
Recommendation #10: Re-initiate the study of the classifications in the RM Division to create a professional career path.	Benefits Division and Risk Manager	The study can be completed within six months.	Complete the assessment of all HR Department classifications.

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Recommendation	Responsible Party	Timing	Benefit
Recommendation #11: Hire a Behavioral Health professional to relieve the Risk Manager of directly administering the program while continuing to support the WEFIT and Cancer Awareness programs with safety personnel, under the direction of the Risk Manager.	Risk Management Division	This effort will take nine months.	Relieve the Risk Manager of performing Behavioral Health duties and improve service delivery with professionally trained Behavioral Health staff.
Recommendation #12: Obtain security expertise for protecting facilities and provide the resources necessary to effectively perform the agency's security-related work. Transfer security responsibilities outside of HR.	Risk Manager, with support from Executive Management	This review will require 12 months to complete.	Enhance the quality of security protection services and relieve the Risk Manager of such duties.
Recommendation #13: Develop specific and measurable performance objectives for employee performance standards. Prepare an annual HR Department performance report that highlights the Department's accomplishments for the year.	HR Department	The development of specific and measurable performance objectives will require 12 months to complete. The HR report shall be completed annually.	Enhance the quality of service delivery by creating accountability for HR employees. The HR Department report will highlight the valuable contribution that the HR Department makes to OCFA.
Recommendation #14: Develop an employee recognition program for the HR Department employees, which can be variable as to frequency and type rather than just one annual award. Recognize and celebrate smaller, significant accomplishments, anniversaries, etc.	Proposed Organizational Development Division and HR Director	Program development will require six months to complete.	Increase the work productivity and morale of HR employees.

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Recommendation	Responsible Party	Timing	Benefit
Recommendation #15: Create and implement a strategy for employing a workforce that reflects the community by: <ul style="list-style-type: none"> ◆ Assessing the workforce and labor market to establish a geographic marketing area for recruiting. ◆ Designing an aggressive outreach plan that can realistically attract quality and diverse job applicants. This work should be performed in collaboration with management and the employee associations. ◆ Creating an outreach recruitment team dedicated to marketing the OCFA as an employer of choice. Funds will be needed to support the recruitment efforts, and employee volunteers will be needed to attend recruitment events. 	Recruitment and Selection Division	It will take six months to develop an outreach recruitment program.	Enhance the quality of service delivery by OCFA through the employment of a more skilled and diverse workforce.
Recommendation #16: Develop a strategy and process to increase the completion rate of employee performance evaluations.	HR Director and Benefits Division	The development will require 12 months to complete.	Improve the work performance of OCFA employees.
Recommendation #17: Research and develop a plan to expand the use of NEOGOV Perform for all OCFA employees, including new performance evaluation forms, and commit resources for additional staff, if required.	Benefits Division	The expansion will require 12 months to complete.	Increase the efficiency and timely completion of employee performance evaluations. More accurately evaluate the performance of OCFA employees.
Recommendation #18: Develop a required employee performance evaluation training course for supervisors and managers, teaching supervisors and managers how to properly complete the performance evaluation and effectively communicate the ratings in the performance evaluation.	Proposed Organizational Development Division	The development and implementation of a new training course can be completed within 17 months.	Teach supervisors and managers how to correctly complete an employee performance evaluation. Enhance the quality of employee performance evaluations.
Recommendation #19: Develop accountability for completion of performance evaluations through the creation of a job performance standard for supervisors. Include the completion of performance evaluations as a factor in determining merit salary increases for supervisors.	Benefits Division with support from Executive Management	The implementation of this concept will require six months to complete.	Develop accountability for the proper completion of employee performance evaluations.

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Recommendation	Responsible Party	Timing	Benefit
Recommendation #20: Demonstrate a strong commitment to the mission and vision of the HR Department by: <ul style="list-style-type: none"> ◆ Strengthening the HR Department's inclusion in major OCFA decisions. ◆ Planning new OCFA programs or assignments in collaboration with the HR Department to minimize the time the HR Department spends operating in a reactionary mode. ◆ Allowing the HR Department to operate within agency policies and values without interference outside of the chain of command and labor relations discussions. ◆ Relying on the HR Department to provide sound and credible advice. 	Executive Management and HR Department	These steps can be supported immediately.	Improve the effectiveness of the HR Department. Upon receiving urgent requests, enhance the responsiveness of the HR Department.
Recommendation #21: Consider studying the transfer of major and sensitive alleged employee misconduct investigations from the Employee Relations Division to a new and separate unit that is accountable to and reports directly to the Fire Chief or a Deputy Chief.	Employee Relations Division	The study can be completed in 12 months.	Improve the efficiency in completing timely investigations. Improve acceptance by employees of investigation results.
Recommendation #22: Reinstitute the Organization Development Division and place it under the HR Department. Allow the Division to: <ul style="list-style-type: none"> ◆ Perform a thorough study of the OCFA's professional training needs and desires. ◆ Develop a comprehensive training program that supports employee professional development, leadership development, and succession planning. 	Executive Management and HR Director	Study of professional training needs can be completed within 12 months after funding is identified and prioritized. Comprehensive training program development can be completed within 12 to 18 months.	Enhance employees' professional development and growth and prepare OCFA for future staffing and leadership needs.
Recommendation #23: Work with the IT Division within the Logistics Department to develop enhanced protection of employee personnel files so that data can be shared with Risk Management and third-party secure sites to complete required reports in a timely manner.	IT Division and Risk Manager	The initial discussion on this item can begin immediately.	Improve the efficiency in completing timely and accurate injured employee reports.

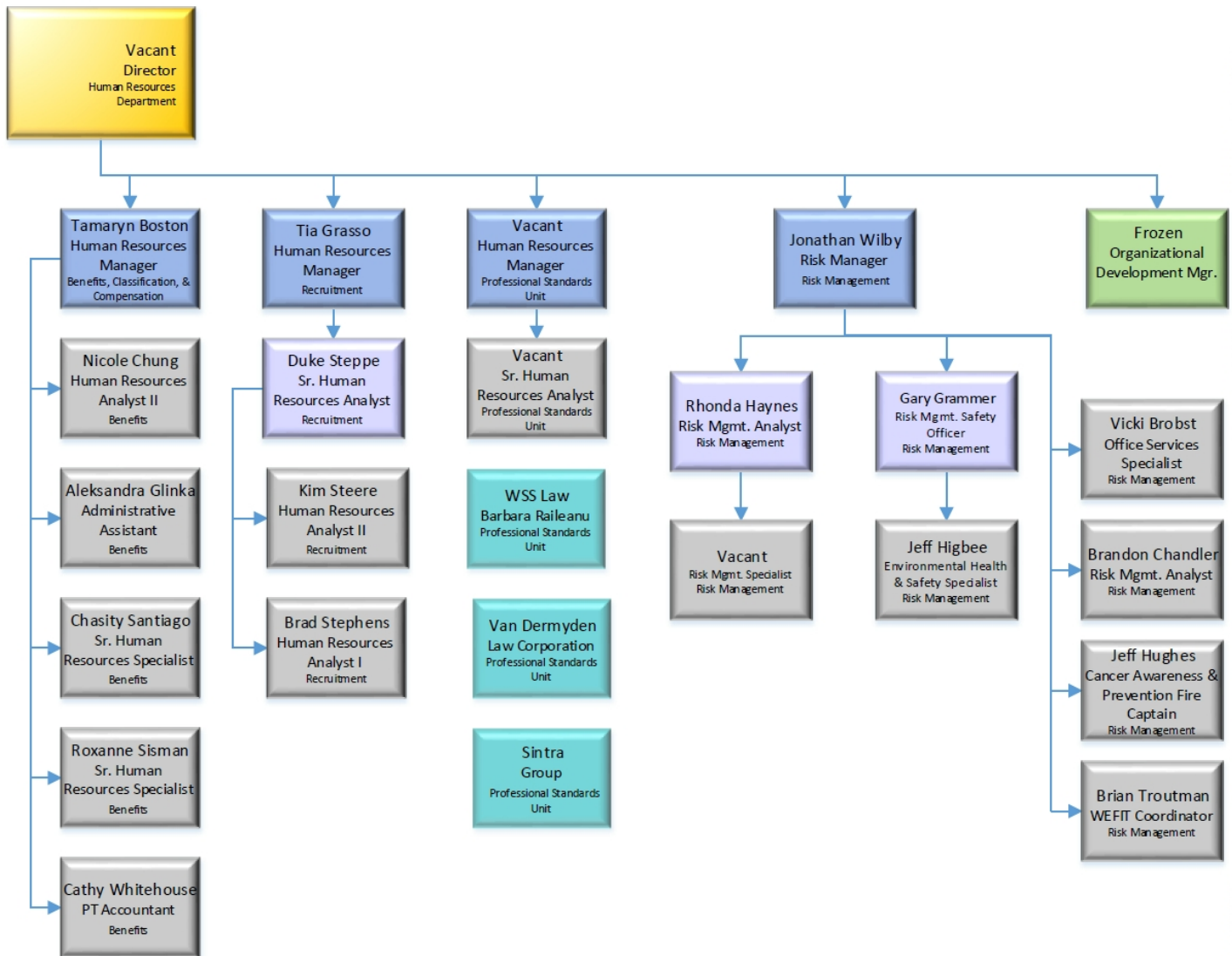
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Recommendation	Responsible Party	Timing	Benefit
Recommendation #24: Research and implement an automated signature program that will electronically send documents under a secure system to internal parties required to sign any document.	IT Division and HR Director	Research and implementation will take six months.	Reduce the time required to sign and deliver important documents and improve the security of their delivery.
Recommendation #25: Support the July 2019 implementation of electronic employee time sheets for non-safety personnel.	Logistics Department, Finance Department, and affected Departments	Full implementation shall be completed by December 2019.	Reduce wasted time on completing time sheets and create a more accurate account of employees' work hours.
Recommendation #26: Study the feasibility of providing exam raters with tablet computers (e.g., iPads) to record exam performance, leading directly to more effectively tabulating scores and retaining examination records.	Recruitment and Selection Division and IT Division	The study and implementation can be completed within nine months.	Enhance the quality of evaluating job candidates and more accurately document those assessments.
Recommendation #27: Revise the office configuration to house the HR Director within the HR Department.	Executive Management and HR Director	Initiate discussion upon the arrival of the new HR Director.	Improve communications with HR staff and greater clarification of Department priorities. Improve employee morale.

6.1 PROPOSED STAFFING AND DRAFT PERFORMANCE MEASURES

The following is the HR Department organizational chart from **Section 2**, as a reference for the table that follows, which outlines proposed staffing and draft performance measures for each division within the HR Department.

Figure 2—Existing OCFA HR Organization Chart



May 2019

The proposed staffing and performance measures in the following table identify specific staff additions and/or changes that are recommended as a result of the information studied and interviews conducted for this assessment. The staff positions recommended represent Citygate's

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evaluation of gaps and inefficiencies noted over the course of this assessment, as well as Citygate's estimates of what is needed to move OCFA forward.

Table 2—Proposed HR Department Staffing and Performance Measures

HR Division	Staff Positions	Performance/Workload Measures to Initiate
Benefits, Classification, and Compensation	Citygate recommends NEOGOV Perform be implemented for OCEA and sworn fire employees. Add 1.0 FTE HR Specialist to implement this program organization-wide.	Currently 67 percent of employee performance evaluations (EPE) are completed on a timely basis. After the EPE training is completed (see Organizational Development row at bottom of table), it is recommended that OCFA set a goal of achieving an 85 percent rate of completion within 12 months and 100 percent within two years, to be maintained thereafter.
Recruitment: Selection and Exams	A third Analyst has recently been added. There is a need to separate selection and exams from recruitment activities to allow three Analysts to focus only on selection and exams. This Division needs 0.5 FTE administrative support.	Recruitment and Selection completed 140 selections/examination processes in last two years. This represents roughly 70 processes per Analyst (two Analysts), or 35 each per year over that period. It is more reasonable to expect 25 per Analyst per year. With three Analysts, it is anticipated 75 total processes per year could be completed.
Recruitment: Outreach Recruitment	Add 1.0 FTE Recruitment Officer position to focus on outreach recruitment strategy. This section needs 0.5 FTE administrative support.	Instead of the current five outreach efforts per month, set a standard of 12 to 15 per month, accomplishing 120 to 150 outreach efforts per year (over a 10-month recruitment period).
Professional Standards Unit (Employee Relations)	This Division needs 1.0 FTE administrative support.	No applicable workload/performance measures.
Risk Management	Add one in-house Behavioral Health professional to relieve the Risk Manager of directly administering the Behavioral Health program. Retain WEFIT and Cancer Prevention Awareness under Risk Manager. Add contracted technical support for IT and facilities emergency/security planning and breach prevention. Transfer security-related responsibilities outside of HR. This Division needs 1.0 FTE administrative support.	No applicable workload/performance measures.

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HR Division	Staff Positions	Performance/Workload Measures to Initiate
Organizational Development	Re-instate the Division to oversee training for employee performance evaluations and ensure development of a comprehensive training program supporting employee professional development, leadership development, and succession planning. Add 1.0 FTE Division Manager. This Division needs 1.0 FTE administrative support.	There are about 375 managers and supervisors giving evaluations, currently with no training. About 140 of these are Battalion Chiefs. Undertake a year-long program to provide training for giving employee evaluations. About 18 classes over 11 months, 20 persons per class, will accomplish this goal.

These recommendations result in the following new staff positions:

- ◆ One HR Specialist to Benefits, Classification, and Compensation (for NEOGOV organization-wide)
- ◆ One Analyst-level position (Recruitment Officer) who answers to current Recruitment and Selection Manager
- ◆ One HR management position to Organizational Development
- ◆ One to four administrative support personnel:
 - Recommendations include adding up to four additional administrative support personnel, depending upon the actual support workloads once the HR Department has been brought up to date with current technology and business practices.
 - Proceed first by hiring one (possibly two) administrative support personnel and assign to the division(s) with most need for administrative support. Later, once technical/operational barriers to efficiency have been removed, evaluate need for additional administrative support.

These recommendations also result in adding:

- ◆ One in-house and/or contracted Behavioral Health professional to relieve the Risk Manager of directly administering the Behavioral Health program.
- ◆ Contracted technical support for facilities emergency/security planning and breach prevention and transferring the function outside of the HR Department.

6.2 STRATEGIC ONGOING BEST PRACTICES AND METRICS

This section covers best practices for governing documents and/or metrics guiding the activities of a first-class HR department. This section expands upon the near-term SLA recommendations to include permanent strategies for:

- ◆ How OCFA determines its position amongst agencies competing for talent
- ◆ How OCFA establishes the scope and type of job classifications it is going to employ
- ◆ How OCFA onboards its new employees
- ◆ How OCFA selects new talent
- ◆ What type of ongoing training and career succession planning OCFA offers to its workforce
- ◆ How OCFA builds relationships among the various departments within the organization.

Within the following outline, presented by each responsible HR Department division, are eight strategies for the establishment of governing documents and/or metrics that will help OCFA reach high standards for competing for talent, establishing job classifications, helping its new employees enter into the OCFA mission, selecting the best and the brightest, and ensuring a strong workforce into the future. The list is foundational to good, modern HR practices and should become integral to OCFA's *strategic* operations in the future.

6.2.1 Benefits Division

1) Classification Specifications

- ◆ Assess the existing status of all classification specifications.
- ◆ Determine which classification specifications require an update or revision, including which classifications take priority to complete.
- ◆ Evaluate which classifications can be studied in-house and which classifications will require study by an outside consultant.
- ◆ Develop a comprehensive schedule to study the classification specifications.
- ◆ Create a permanent rotating schedule for evaluating classification specifications that ensures that they remain updated.

Completion of the initial assessment of classification specifications and development of a comprehensive schedule can be completed within six months. Complete all classification specifications studies within three to five years.

2) *Salary Surveys*

- ◆ Review the salary history of all classifications. Assess the current salary survey agencies to determine if any update or revision is needed.
- ◆ Develop a strategy regarding OCFA's desired placement within its survey agencies, specifically how high a ranking OCFA wishes to be placed.
- ◆ Determine how often salaries shall be reviewed, which salary surveys can be completed by OCFA HR staff, and which shall be contracted out. Create a master schedule for conducting salary surveys.

Completion of the initial review of salary history can be accomplished in six months. Development of a master plan for the salary surveys can be completed within 12 months. Completion of salary surveys on all classifications can be accomplished within three years.

3) *Onboarding*

Every new OCFA employee requires data processing to become employed with OCFA. It is the goal of OCFA to complete all the data processing before the employee starts work. A performance measure is to complete the onboarding of new employees before they start work 100 percent of the time.

6.2.2 Recruitment and Selection Division

4) *Outreach Recruitment Plan*

To employ a workforce that reflects the community it serves, OCFA needs to create a comprehensive outreach recruitment plan. The plan will increase the diversity and enhance the quality of job candidates. The plan will make OCFA an employer of choice.

An outreach recruitment plan can be developed within six months.

6.2.3 Organizational Development Division

5) *Succession Plan*

Much of the future success of the OCFA will depend on the quality of its leadership. An effective succession plan prepares an organization for the future through the development and growth of future leaders in the organization.

A strong succession plan requires a review of the workforce, an analysis of projected employee turnover, and organizational growth. It also assesses the professional development of existing

employees and identifies employees with potential leadership qualities. These employees are given to opportunity to further develop skills through assignments, projects, formal training, and mentoring.

An assessment of the organization, an analysis of the workforce, and identification of potential leaders will take nine months to complete. The development of a succession plan will take additional nine months.

6) *Leadership Academy*

A critical component of a successful succession plan is to train employees to become effective and productive supervisors.

- ◆ Create a leadership academy to help OCFA staff transition from staff or technical positions to a supervisory role.

A leadership academy will consist of a series of training classes on multiple supervisory and leadership topics conducted within a 9- to 12-month period.

- ◆ Hire professional trainers and use in-house leadership staff to conduct the training.

The development of an academy will take 12 months.

7) *Training Needs*

A thorough assessment of the training needs of an organization requires surveys of services and skills needed by departments and a survey of employees' skills and abilities. The key is to match the skills an organization needs to deliver services with the skills and abilities of its workforce.

It is estimated that completing a survey of each Department's skills needed would take six months. Completion of a survey of employees' skills and abilities can be accomplished within six months.

6.2.4 Employee Relations Division

8) *Meetings with Employee Associations*

To develop and maintain a collaborative and productive working relationship, the HR Department must consistently reach out the employee associations in good faith to discuss labor and employee relations issues.

There is a need to create a master calendar with pre-established meet-and-confer dates with all employee associations. Additional meet-and-confer meetings with employee associations will occur as unplanned issues arise.

The creation of a master meeting schedule with employee associations is estimated to take six months.