



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

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

### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, September 26, 2019  
5:30 P.M.

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

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

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



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

### CALL TO ORDER

INVOCATION by Chaplain Kent Kranning

PLEDGE OF ALLEGIANCE by Vice Chair Hasselbrink

### ROLL CALL

### 1. PRESENTATIONS

No items.

## REPORTS

### REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

### REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

## PUBLIC COMMENTS

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

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

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

## 2. MINUTES

### A. Minutes from the August 22, 2019, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

## 3. CONSENT CALENDAR

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

### A. Monthly Investment Reports

Submitted by: Tricia Jakubiak, Treasurer

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

Recommended Action:

Receive and file the reports.

### B. Annual Investment Report

Submitted by: Tricia Jakubiak, Treasurer

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

Recommended Action:

Receive and file the report.

**C. Fourth Quarter Financial Newsletter**

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

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

Recommended Action:

Receive and file the report.

**D. Contract Adjustment for Third Party Workers' Compensation Administration**

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

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

Recommended Action:

Approve and authorize the Purchasing Manager to increase the Professional Services Agreement with CorVel for Workers' Compensation Third Party Administration for the remaining three years of the contract, at an annual increase of \$71,250 for 2019/20 (partial year) and \$95,000 per year for 2020/21 and 2021/22.

**E. Classification and Compensation Recommendations for Service Center Occupational Series**

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

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

Recommended Action:

1. Approve elimination of the Fire Equipment Technician classification.
2. Approve the establishment of the Supply Services Specialist, Urban Search and Rescue Warehouse and Logistics Specialist, Service Center Technician I and Service Center Technician II classifications, with corresponding salary ranges.
3. Approve the retitling and adoption of the revised classification specification for Fire Delivery Driver and Senior Fire Equipment Technician to Fleet Assistant and Senior Service Center Technician respectively, with corresponding salary ranges.
4. Approve the revised classification specifications for Service Center Lead and Service Center Supervisor with corresponding salary ranges.

**F. Contract Increase for Intterra for the Fire Integrated Real-time Intelligence System Pilot Program**

Submitted by: Brian Fennessy, Fire Chief

Recommended Action:

Approve and authorize the Purchasing Manager to execute Amendment One to increase the Professional Services Agreement with Intterra, using the special procurement provision in the Purchasing Ordinance, for additional consulting and wildfire simulation services for an additional increase of \$116,300 with a cumulative total amount not to exceed \$158,550.

**END OF CONSENT CALENDAR**

#### **4. DISCUSSION CALENDAR**

No items.

#### **CLOSED SESSION**

No items.

#### **COMMITTEE MEMBER COMMENTS**

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

#### **AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 19<sup>th</sup> day of September 2019.

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

#### **UPCOMING MEETINGS:**

Budget and Finance Committee Meeting

Wednesday, October 9, 2019, 12 noon

Executive Committee Meeting

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

Board of Directors Meeting

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





# ORANGE COUNTY FIRE AUTHORITY

## SUPPLEMENTAL AGENDA

### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, September 26, 2019

6:00 P.M.

**Regional Fire Operations and Training Center**

**Board Room**

1 Fire Authority Road

Irvine, CA 92602

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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.

The following item is added to the above stated agenda in the location noted below. This item is posted in conformance with the Brown Act and is to be considered as part of the regular agenda.

### CONSENT CALENDAR

- 3G. [License Agreement for the Use of the Property Located at 12645 Beach Boulevard in Stanton for Fire Prevention and Emergency Medical Services Training](#)  
Submitted by: Mark Sanchez, Assistant Chief/Field Operations Department

Recommended Action:

Approve and authorize the Fire Chief to execute a temporary, no-cost License Agreement with Brookfield Village Way, LLC for the use of property at 12645 Beach Blvd. for OCFA training purposes

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 23<sup>rd</sup> day of September 2019.

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

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Executive Committee Regular Meeting  
Thursday, August 22, 2019  
5:30 P.M.**

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

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## **CALL TO ORDER**

Chair Muller called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on August 22, 2019.

## **INVOCATION**

Chaplain Emily McColl offered the invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

**Present:** Noel Hatch, Laguna Woods  
Gene Hernandez, Yorba Linda  
Joe Muller, Dana Point  
Don Sedgwick, Laguna Hills  
Tri Ta, Westminster

**Absent:** Lisa Bartlett, County of Orange  
Shelley Hasselbrink, Los Alamitos  
Ed Sachs, Mission Viejo  
Dave Shawver, Stanton

## **Also present were:**

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Assistant Chief Randy Black	Assistant Chief Robert Cortez
Assistant Chief Jim Ruane	Assistant Chief Lori Smith
Assistant Chief Pokey Sanchez	Assistant General Counsel Michael Daudt
Clerk of the Authority Sherry Wentz	Communications Director Colleen Windsor

## **1. PRESENTATIONS**

No items.

## **REPORTS**

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

As the August Budget and Finance Committee meeting was cancelled, there was no report.

### **PUBLIC COMMENTS (F: 12.02A3)**

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

## **2. MINUTES**

### **A. Minutes from the July 25, 2019, Regular Executive Committee Meeting (F: 12.02A2)**

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

## **3. CONSENT CALENDAR**

### **A. Monthly Investment Reports (F: 11.10D2)**

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

### **B. Contract Renewal for Computer Aided Dispatch Software Maintenance and Support (F: 19.08A3a)**

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

1. Approve and authorize the Purchasing Manager to renew the existing Computer Aided Dispatch software maintenance and support contract with CentralSquare (formerly known as TriTech) for a five-year period at the rates provided in the proposed rate schedule in an amount not to exceed \$2,031,377.
2. Approve and authorize the Purchasing Manager to increase the contract up to 10% during each annual licensing term for revisions that may occur.

### **END OF CONSENT CALENDAR**

## **4. DISCUSSION CALENDAR**

No items.

**CLOSED SESSION**

No items.

**COMMITTEE MEMBER COMMENTS (F: 12.02A4)**

There were no comments from the Committee Members.

**ADJOURNMENT** – Chair Muller adjourned the meeting at 5:32 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, September 26, 2019, at 5:30 p.m.

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
September 26, 2019

Agenda Item No. 3A  
Consent Calendar

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**Monthly Investment Reports**

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**Contact(s) for Further Information**

Tricia Jakubiak, Treasurer  
Treasury and Financial Planning

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

714.573.6301

Jane Wong, Assistant Treasurer

[jane Wong@ocfa.org](mailto:jane Wong@ocfa.org)

714.573.6305

**Summary**

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

**Prior Board/Committee Action**

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

At its regular September 11, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended July 31, 2019. A preliminary investment report as of August 23, 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 – July 2019/Preliminary Report – August 2019

# ***Orange County Fire Authority Monthly Investment Report***



***Final Report – July 2019***

***Preliminary Report – August 2019***



## ***Monthly Investment Report Table of Contents***

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***Orange County Fire Authority***

***Final Investment Report***

***July 31, 2019***



## **EXECUTIVE SUMMARY**

### ***Portfolio Activity & Earnings***

During the month of July 2019, the size of the portfolio decreased by \$18.1 million to \$161.8 million. Significant receipts for the month included cash contract payments, apportionments of property taxes, intergovernmental agency contract and grant payments and charges for current services totaling \$14.1 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$12.5 million each with related benefits and payments for fire apparatus and annual insurance premium totaling \$2.2 million. Total July cash outflows amounted to approximately \$32.2 million. The portfolio's balance is expected to decline further in the following month as there are no major receipts scheduled for August.

In July, as the new fiscal year started, the portfolio's yield to maturity (365-day equivalent) fell by 3 basis points to 2.28%. The effective rate of return decreased by 9 basis points to 2.26%, and the average maturity of the portfolio shortened further by 10 days to 40 days to maturity.

### ***Economic News***

In July 2019, the U.S. economy remained somewhat resilient with mixed economic activity, despite signs of a global slowdown and the ongoing contentious trade negotiations with China. Employment conditions stayed strong. There were a total of 164,000 new jobs created in July, closely in line with expectations. The unemployment rate remained unchanged at a historically low rate of 3.7%. Consumer confidence measures increased and remained high. Retail sales rose better than expected. On the other hand, both manufacturing and non-manufacturing sectors continued expanding, but at a slower pace. The CPI (Consumer Price Index) climbed more than expected for the month, but longer-term inflation pressure stayed low. Industrial production dropped slightly while durable goods orders increased. Overall housing activity continued to be mixed. On July 31, 2019, the Federal Open Market Committee voted to lower the federal funds rate by a quarter percentage point to a range of 2.00% - 2.25, citing uncertainty surrounding its economic outlook due to global developments and persistently low inflation.



**BENCHMARK COMPARISON AS OF JULY 31, 2019**

3 Month T-Bill:	2.15%	1 Year T-Bill:	1.96%
6 Month T-Bill:	2.08%	LAIF:	2.38%
OCFA Portfolio: 2.26%			

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$161,787,962	\$179,881,999	\$168,533,407
Yield to Maturity (365 day)	2.28%	2.31%	1.82%
Effective Rate of Return	2.26%	2.35%	1.80%
Days to Maturity	40	50	69



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**July 31, 2019**

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

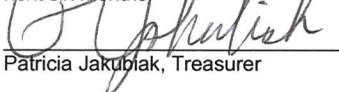
(See Note 1 on page 9)

(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	3,865,733.68	3,865,733.68	3,865,733.68	2.41	1	1	1.795	1.820
Federal Agency Coupon Securities	25,000,000.00	24,996,850.00	25,000,000.00	15.57	890	59	1.814	1.839
Federal Agency Disc. -Amortizing	38,000,000.00	37,860,370.00	37,839,975.28	23.57	169	64	2.439	2.473
Treasury Discounts -Amortizing	29,000,000.00	28,855,640.00	28,848,177.09	17.97	150	88	2.213	2.244
Local Agency Investment Funds	65,000,000.00	65,111,266.35	65,000,000.00	40.48	1	1	2.346	2.379
<b>Investments</b>	<b>160,865,733.68</b>	<b>160,689,860.03</b>	<b>160,553,886.05</b>	<b>100.00%</b>	<b>206</b>	<b>40</b>	<b>2.248</b>	<b>2.279</b>
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	1,092,260.64	1,092,260.64	1,092,260.64		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>161,957,994.32</b>	<b>161,782,120.67</b>	<b>161,646,146.69</b>		<b>206</b>	<b>40</b>	<b>2.248</b>	<b>2.279</b>

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	329,317.04	329,317.04
<b>Average Daily Balance</b>	<b>171,505,421.54</b>	<b>171,505,421.54</b>
<b>Effective Rate of Return</b>	<b>2.26%</b>	<b>2.26%</b>

"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

8/2/19

**Cash and Investments with GASB 31 Adjustment:**

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

\$ 161,646,146.69

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

\$ 141,814.96

Total

\$ 161,787,961.65



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**July 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
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			3,865,733.68	3,865,733.68	3,865,733.68	1.820	1.820	1	
<b>Subtotal and Average</b>			<b>7,143,800.35</b>		<b>3,865,733.68</b>	<b>3,865,733.68</b>	<b>3,865,733.68</b>		<b>1.820</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	7,000,000.00	7,000,000.00	1.180	1.375	0	08/01/2019
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,989,290.00	9,000,000.00	1.625	1.518	85	10/25/2019
3134GTJX20	976	Fed Home Loan Mtg Corp(Callable on 10-18-19)		04/22/2019	9,000,000.00	9,007,560.00	9,000,000.00	2.520	2.520	78	10/18/2021
<b>Subtotal and Average</b>			<b>25,000,000.00</b>		<b>25,000,000.00</b>	<b>24,996,850.00</b>	<b>25,000,000.00</b>		<b>1.839</b>	<b>59</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313312QH6	977	Federal Farm Credit Bank		04/18/2019	9,000,000.00	8,932,860.00	8,921,727.50	2.390	2.489	131	12/10/2019
313384KE8	971	Fed Home Loan Bank		04/18/2019	2,000,000.00	1,999,060.00	1,998,937.78	2.390	2.475	8	08/09/2019
313384KU2	972	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,988,480.00	8,986,855.00	2.390	2.478	22	08/23/2019
313384LY3	974	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,973,540.00	8,970,375.00	2.370	2.461	50	09/20/2019
313384MN6	975	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,966,430.00	8,962,080.00	2.370	2.464	64	10/04/2019
<b>Subtotal and Average</b>			<b>48,247,044.30</b>		<b>38,000,000.00</b>	<b>37,860,370.00</b>	<b>37,839,975.28</b>		<b>2.473</b>	<b>64</b>	
<b>Treasury Discounts -Amortizing</b>											
912796SG5	973	US Treasury Bill		04/18/2019	9,000,000.00	8,982,540.00	8,979,218.75	2.375	2.430	35	09/05/2019
912796SS9	978	US Treasury Bill		06/03/2019	10,000,000.00	9,941,000.00	9,935,541.67	2.210	2.263	105	11/14/2019
912796SU4	979	US Treasury Bill		06/27/2019	5,000,000.00	4,966,050.00	4,966,333.33	2.020	2.066	120	11/29/2019
912796SU4	980	US Treasury Bill		07/18/2019	5,000,000.00	4,966,050.00	4,967,083.34	1.975	2.045	120	11/29/2019
<b>Subtotal and Average</b>			<b>26,101,164.54</b>		<b>29,000,000.00</b>	<b>28,855,640.00</b>	<b>28,848,177.09</b>		<b>2.244</b>	<b>88</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	65,111,266.35	65,000,000.00	2.379	2.379	1	
<b>Subtotal and Average</b>			<b>65,013,412.35</b>		<b>65,000,000.00</b>	<b>65,111,266.35</b>	<b>65,000,000.00</b>		<b>2.379</b>	<b>1</b>	
<b>Total and Average</b>			<b>171,505,421.54</b>		<b>160,865,733.68</b>	<b>160,689,860.03</b>	<b>160,553,886.05</b>		<b>2.279</b>	<b>40</b>	

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
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	1,072,260.64	1,072,260.64	1,072,260.64		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
		<b>Total Cash and Investments</b>	<b>171,505,421.54</b>		<b>161,957,994.32</b>	<b>161,782,120.67</b>	<b>161,646,146.69</b>		<b>2.279</b>	<b>40</b>

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



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of August 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	( 08/01/2019 - 08/01/2019 )	5 Maturities	0 Payments	76,957,994.32	47.61%	76,957,994.32	77,069,260.67
Aging Interval:	1 - 30 days	( 08/02/2019 - 08/31/2019 )	2 Maturities	0 Payments	11,000,000.00	6.80%	10,985,792.78	10,987,540.00
Aging Interval:	31 - 60 days	( 09/01/2019 - 09/30/2019 )	2 Maturities	0 Payments	18,000,000.00	11.10%	17,949,593.75	17,956,080.00
Aging Interval:	61 - 91 days	( 10/01/2019 - 10/31/2019 )	2 Maturities	0 Payments	18,000,000.00	11.11%	17,962,080.00	17,955,720.00
Aging Interval:	92 - 121 days	( 11/01/2019 - 11/30/2019 )	3 Maturities	0 Payments	20,000,000.00	12.29%	19,868,958.34	19,873,100.00
Aging Interval:	122 - 152 days	( 12/01/2019 - 12/31/2019 )	1 Maturities	0 Payments	9,000,000.00	5.52%	8,921,727.50	8,932,860.00
Aging Interval:	153 - 183 days	( 01/01/2020 - 01/31/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	( 02/01/2020 - 05/01/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	( 05/02/2020 - 07/31/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 08/01/2020 - 07/31/2022 )	1 Maturities	0 Payments	9,000,000.00	5.57%	9,000,000.00	9,007,560.00
Aging Interval:	1096 days and after	( 08/01/2022 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			16 Investments	0 Payments		100.00	161,646,146.69	161,782,120.67





**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 July 31, 2019, OCFA has \$65,000,000 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 \$65,111,266 or \$111,266 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 July 31, 2019 is included on the following page.



Fair Value Including Accrued Interest	\$	98,298,089,628.52
---------------------------------------	----	-------------------

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*Orange County Fire Authority*

*Preliminary Investment Report*

*August 23, 2019*



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**August 23, 2019**

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

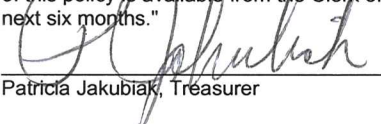
(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call/Maturity	YTM/Call 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	5,741,321.03	5,741,321.03	5,741,321.03	4.06	1	1	1.795	1.820
Federal Agency Coupon Securities	18,000,000.00	18,001,980.00	18,000,000.00	12.72	912	59	1.991	2.019
Federal Agency Disc. -Amortizing	27,000,000.00	26,915,310.00	26,895,180.00	19.00	187	59	2.437	2.471
Treasury Discounts -Amortizing	29,000,000.00	28,903,630.00	28,888,714.58	20.41	150	65	2.213	2.244
Local Agency Investment Funds	62,000,000.00	62,106,130.98	62,000,000.00	43.81	1	1	2.346	2.379
<b>Investments</b>	<b>141,741,321.03</b>	<b>141,668,372.01</b>	<b>141,525,215.61</b>	<b>100.00%</b>	<b>182</b>	<b>32</b>	<b>2.269</b>	<b>2.301</b>
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	633,356.13	633,356.13	633,356.13		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>142,374,677.16</b>	<b>142,301,728.14</b>	<b>142,158,571.74</b>		<b>182</b>	<b>32</b>	<b>2.269</b>	<b>2.301</b>

Total Earnings	August 23 Month Ending	Fiscal Year To Date
Current Year	223,047.30	552,364.34
Average Daily Balance	155,138,575.41	164,534,357.45
Effective Rate of Return	2.28%	2.27%

"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

8/30/19

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)	\$ 142,158,571.74
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 141,814.96
<b>Total</b>	<b>\$ 142,300,386.70</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**August 23, 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
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			5,741,321.03	5,741,321.03	5,741,321.03	1.820	1.820	1	
<b>Subtotal and Average</b>			<b>9,182,447.14</b>		<b>5,741,321.03</b>	<b>5,741,321.03</b>	<b>5,741,321.03</b>		<b>1.820</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,992,080.00	9,000,000.00	1.625	1.518	62	10/25/2019
3134GTJX20	976	Fed Home Loan Mtg Corp(Callable on 10-18-19)		04/22/2019	9,000,000.00	9,009,900.00	9,000,000.00	2.520	2.520	55	10/18/2021
<b>Subtotal and Average</b>			<b>18,000,000.00</b>		<b>18,000,000.00</b>	<b>18,001,980.00</b>	<b>18,000,000.00</b>		<b>2.019</b>	<b>59</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313312QH6	977	Federal Farm Credit Bank		04/18/2019	9,000,000.00	8,947,530.00	8,935,470.00	2.390	2.489	108	12/10/2019
313384LY3	974	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,987,310.00	8,984,002.50	2.370	2.461	27	09/20/2019
313384MN6	975	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,980,470.00	8,975,707.50	2.370	2.464	41	10/04/2019
<b>Subtotal and Average</b>			<b>36,173,757.71</b>		<b>27,000,000.00</b>	<b>26,915,310.00</b>	<b>26,895,180.00</b>		<b>2.471</b>	<b>59</b>	
<b>Treasury Discounts -Amortizing</b>											
912796SG5	973	US Treasury Bill		04/18/2019	9,000,000.00	8,995,230.00	8,992,875.00	2.375	2.430	12	09/05/2019
912796SS9	978	US Treasury Bill		06/03/2019	10,000,000.00	9,958,200.00	9,949,661.11	2.210	2.263	82	11/14/2019
912796SU4	979	US Treasury Bill		06/27/2019	5,000,000.00	4,975,100.00	4,972,786.11	2.020	2.066	97	11/29/2019
912796SU4	980	US Treasury Bill		07/18/2019	5,000,000.00	4,975,100.00	4,973,392.36	1.975	2.045	97	11/29/2019
<b>Subtotal and Average</b>			<b>28,869,327.09</b>		<b>29,000,000.00</b>	<b>28,903,630.00</b>	<b>28,888,714.58</b>		<b>2.244</b>	<b>65</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			62,000,000.00	62,106,130.98	62,000,000.00	2.379	2.379	1	
<b>Subtotal and Average</b>			<b>62,913,043.48</b>		<b>62,000,000.00</b>	<b>62,106,130.98</b>	<b>62,000,000.00</b>		<b>2.379</b>	<b>1</b>	
<b>Total and Average</b>			<b>155,138,575.41</b>		<b>141,741,321.03</b>	<b>141,668,372.01</b>	<b>141,525,215.61</b>		<b>2.301</b>	<b>32</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**August 23, 2019**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
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	613,356.13	613,356.13	613,356.13		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>155,138,575.41</b>		<b>142,374,677.16</b>	<b>142,301,728.14</b>	<b>142,158,571.74</b>		<b>2.301</b>	<b>32</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of August 24, 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	( 08/24/2019 - 08/24/2019 )	4 Maturities	0 Payments	68,374,677.16	48.10%	68,374,677.16	68,480,808.14
Aging Interval: 1 - 30 days	( 08/25/2019 - 09/23/2019 )	2 Maturities	0 Payments	18,000,000.00	12.65%	17,976,877.50	17,982,540.00
Aging Interval: 31 - 60 days	( 09/24/2019 - 10/23/2019 )	1 Maturities	0 Payments	9,000,000.00	6.31%	8,975,707.50	8,980,470.00
Aging Interval: 61 - 91 days	( 10/24/2019 - 11/23/2019 )	2 Maturities	0 Payments	19,000,000.00	13.33%	18,949,661.11	18,950,280.00
Aging Interval: 92 - 121 days	( 11/24/2019 - 12/23/2019 )	3 Maturities	0 Payments	19,000,000.00	13.28%	18,881,648.47	18,897,730.00
Aging Interval: 122 - 152 days	( 12/24/2019 - 01/23/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	( 01/24/2020 - 02/23/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 02/24/2020 - 05/24/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 05/25/2020 - 08/23/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 08/24/2020 - 08/23/2022 )	1 Maturities	0 Payments	9,000,000.00	6.33%	9,000,000.00	9,009,900.00
Aging Interval: 1096 days and after	( 08/24/2022 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		13 Investments	0 Payments		100.00	142,158,571.74	142,301,728.14



**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**

Executive Committee Meeting  
September 26, 2019

Agenda Item No. 3B  
Consent Calendar

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**Annual Investment Report**

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**Contact(s) for Further Information**

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Treasury and Financial Planning

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714.573.6301

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[jane Wong@ocfa.org](mailto:jane Wong@ocfa.org)

714.573.6305

**Summary**

This annual agenda item is submitted to the Budget and Finance Committee in compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy.

**Prior Board/Committee Action**

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

At its regular September 11, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Section 18.2 of OCFA's Investment Policy requires that the Treasurer submit an annual report to the Budget and Finance Committee and the Executive Committee following the close of the fiscal year. The attached report certifies that the Treasurer has complied with OCFA's investment policies and procedures and details the following:

- Portfolio performance and comparison to benchmarks
- A review of trends regarding the size of the portfolio
- Discussion of investment risk in the portfolio
- Analysis of the composition of the portfolio
- GASB 31 impacts
- Investment income
- A statement of anticipated investment fund activity in the next fiscal year

**Attachment(s)**

Annual Investment Report for Fiscal Year 2018/19

*Treasury and Financial Planning*



*Annual Investment Report – FY 2018/19*

# ***Orange County Fire Authority Annual Investment Report***

## ***Fiscal Year 2018/19***

*The Annual Investment Report for the fiscal year ended June 30, 2019 fulfills the requirements of Section 18.2 of the Authority's Investment Policy ("the Policy"). The Annual Report is a review of the last twelve months of investment activity by the Treasurer.*



## *Annual Investment Report*

### *Table of Contents*

<i>Portfolio Performance and Comparison to Benchmark.....</i>	<i>1-3</i>
<i>Review of Trends Regarding the Size of the Portfolio.....</i>	<i>4-5</i>
<i>Investment Risk in the Portfolio.....</i>	<i>6-7</i>
<i>Analysis of the Composition of the Portfolio.....</i>	<i>8-10</i>
<i>GASB 31 Impacts .....</i>	<i>11</i>
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### PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARK

*OCFA's portfolio performance rose throughout the fiscal year, yet at a slightly slower pace than the Local Agency Investment Fund (LAIF) and Treasury benchmark comparisons as listed below for FY 2018/19.*

During FY 2018/19, the Federal Reserve Board continued to raise the federal funds rate, the overnight bank lending rate. The Fed added two more modest rate increases in September and December 2018 bringing the federal funds rate to 2.50% and maintaining at that level through June 2019. The economy continued expanding during the FY 2018/19 and consumer confidence levels remained high along with a strong jobs market. Additionally, the unemployment rate continued to decline reaching a 50-year historically low level and ending at 3.7% in June 2019 from 4.0% a year ago. OCFA's portfolio began the fiscal year with a maturity of 69 days and an effective rate of return of 1.80%. As a result of the Fed's actions on interest rates during the first half of the fiscal year, OCFA's portfolio return continued to rise and ended the year at 2.35% on a portfolio balance of \$180 million at year-end. Treasury rates rose at an even faster pace based on rising interest rates and continued economic growth causing both OCFA's and LAIF's returns to lag somewhat. Overall, actual portfolio earnings exceeded the final budget projection for the fiscal year due to higher than anticipated cash balances and rising interest rates.

<i>OCFA Portfolio</i>				<i>Benchmark Comparisons</i>			
	<i>Market Value</i>	<i>Days to Maturity</i>	<i>Effective Yield</i>	<i>3 Month Treasury</i>	<i>6 Month Treasury</i>	<i>1 Year Treasury</i>	<i>LAIF</i>
<i>July</i>	168,533,407	69	1.80%	1.99%	2.17%	2.39%	1.94%
<i>August</i>	140,483,274	63	1.84%	2.07%	2.24%	2.45%	2.00%
<i>September</i>	140,072,367	48	1.88%	2.17%	2.34%	2.56%	2.06%
<i>October</i>	121,052,604	49	1.95%	2.29%	2.46%	2.65%	2.14%
<i>November</i>	135,771,668	45	2.08%	2.37%	2.52%	2.70%	2.21%
<i>December</i>	194,645,592	41	2.25%	2.41%	2.54%	2.66%	2.29%
<i>January</i>	153,781,149	46	2.26%	2.42%	2.51%	2.58%	2.36%
<i>February</i>	133,139,278	38	2.29%	2.44%	2.50%	2.55%	2.39%
<i>March</i>	138,783,688	35	2.33%	2.45%	2.51%	2.49%	2.44%
<i>April</i>	211,723,024	65	2.31%	2.43%	2.46%	2.42%	2.45%
<i>May</i>	190,479,258	52	2.32%	2.40%	2.42%	2.34%	2.45%
<i>June</i>	179,881,999	50	2.35%	2.22%	2.17%	2.00%	2.43%
<i>Fiscal Year</i>	159,028,942	50	2.14%	2.31%	2.40%	2.48%	2.26%

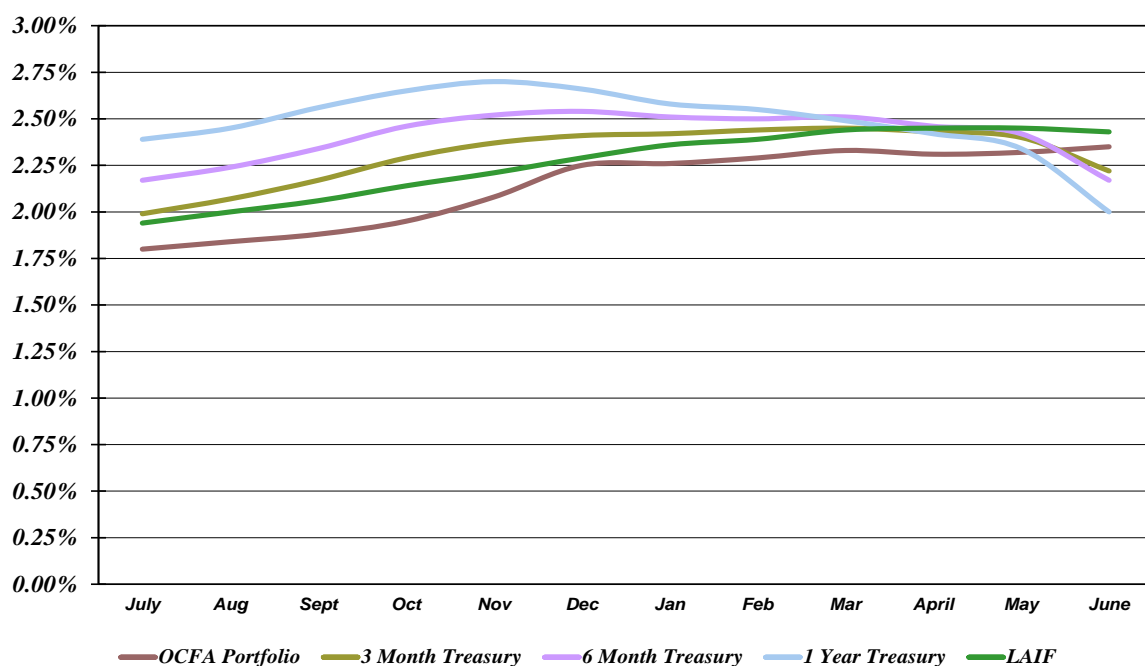


### **PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARKS**

The following chart compares the Authority's monthly portfolio performance with benchmarks including 3-month, 6-month, and 1-year Treasuries and LAIF. With the portfolio's average maturity of less than 3 months, OCFA's overall portfolio yield lagged the LAIF and Treasury benchmarks performance during FY 2018/19.

- During FY 2018/19, Treasury yields continued to rise in the first half of the fiscal year due to the 2 rate increases enacted by the Fed in September and December 2018, but started declining in the second half of the fiscal year, noticeably with the 6-month and 1-year Treasuries.
- In a rising/declining interest rate environment, LAIF's return tends to lag the market in rising/declining due to their maturity structure. As such, LAIF's return gradually rose throughout most of the fiscal year as interest rates climbed and started decreasing in June 2019.
- In FY 2018/19, OCFA kept investments primarily in Treasuries, Federal Agency securities and LAIF. However, OCFA remains somewhat restrained due to the timing of cashflow needs. Since interest rates are expected to decline in the coming months, OCFA's portfolio rate of return may also decline accordingly.

#### **Comparison to Benchmarks - FY 2018/19**

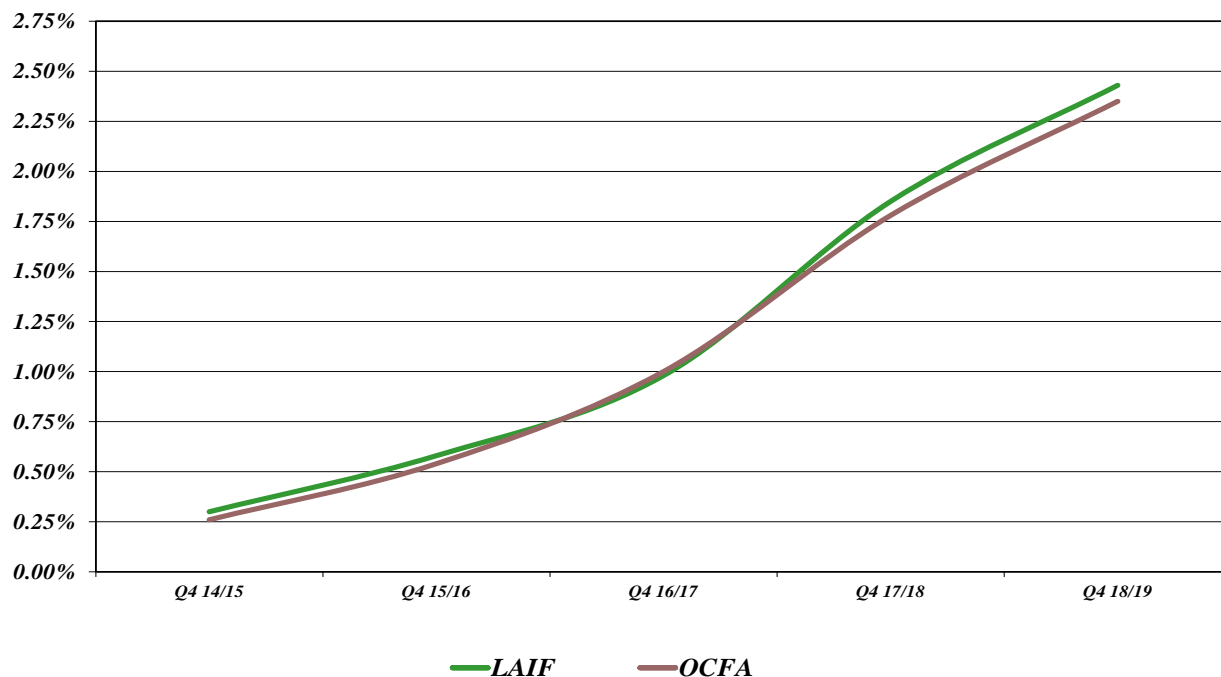




**PORTFOLIO PERFORMANCE AND  
COMPARISON TO BENCHMARKS**

The following chart provides a 5-year history of the Authority's portfolio yield from FY 2014/15 through FY 2018/19 compared to a 5-year history of LAIF's yield. As demonstrated with this historical view, OCFA's portfolio yield performs very similarly to LAIF.

**OCFA & LAIF Portfolio Yields - 5 Year History**





***REVIEW OF TRENDS REGARDING THE SIZE OF  
THE PORTFOLIO***

***Portfolio balances during FY 2018/19 remained about the same as in FY 2017/18.***

The size of the OCFA's portfolio fluctuates over the course of a fiscal year due to timing differences between cash receipts and disbursements. Excluding financing proceeds, OCFA's largest cash receipts are from secured property taxes received in December and April and from cash contract payments received quarterly, except for the City of Santa Ana which pays monthly. Cash disbursements occur more evenly with biweekly payroll expenditures representing the largest component. These timing differences cause the General Fund to experience temporary cash shortages from July through mid-December.

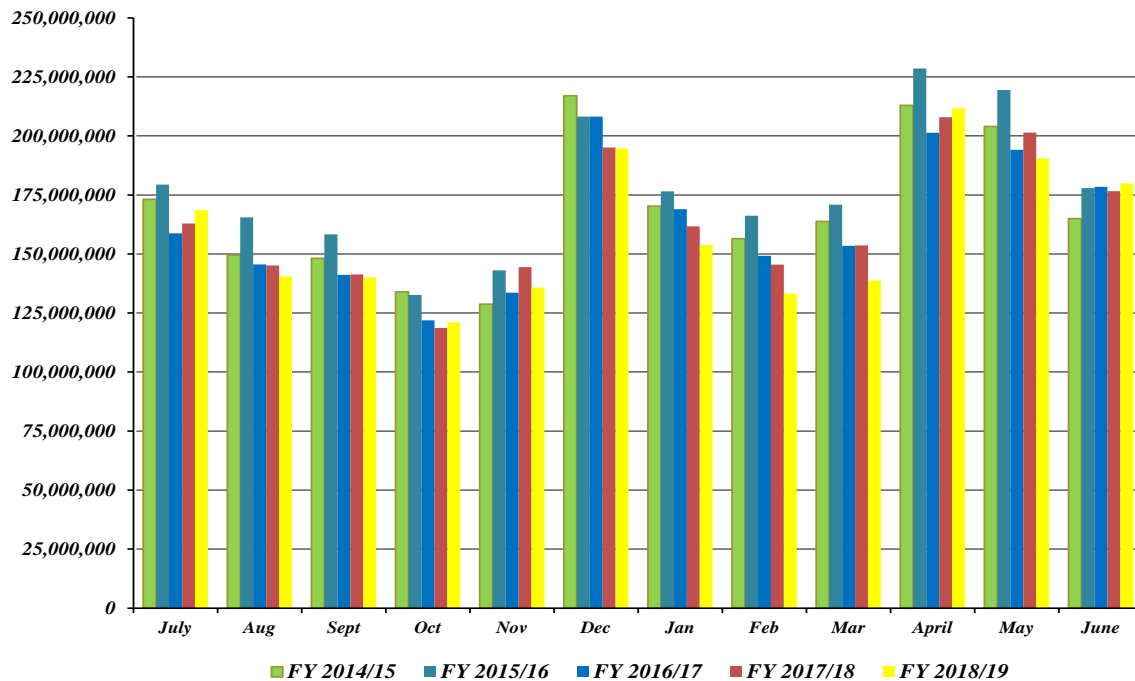
To resolve the temporary cash shortages in the General Fund, OCFA has issued Tax and Revenue Anticipation Notes (TRANs) on an as-needed basis. In FY's 2014/15 and 2015/16, in order to fund its General Fund's expected cashflow timing deficit, OCFA issued \$44.0 million and \$36.3 million TRANs, respectively, which contributed to higher portfolio balances throughout those fiscal years. OCFA's TRANs are typically issued in July and repaid annually in June at the end of the fiscal year; therefore, the ending portfolio balance at June 30<sup>th</sup> excludes TRANs proceeds. Since FY 2016/17, OCFA has not needed to issue TRANs as it was able to meet its temporary cashflow timing shortages through use of a General Fund cashflow reserve, combined with interfund borrowing; thus, cashflow balances during the fiscal year for those years (without TRANs proceeds) were lower than FY's 2014/15 and 2015/16. In the past, OCFA has also used lease purchase financing to fund certain capital expenditures including helicopters, vehicles, communication equipment, and information systems.



### REVIEW OF TRENDS REGARDING THE SIZE OF THE PORTFOLIO

The following chart provides a 5-year history of the size of the OCFA's portfolio. During the last five fiscal years, portfolio balances have been rising gradually due to higher revenues, steady increase in the General Fund cashflow reserve and the Worker's Compensation Fund reserve. In addition, due to the projected seasonal/short-term cashflow needs, the OCFA issued TRANs in FY's 2014/15 and 2015/16, which contributed to the higher portfolio balances during the fiscal year for those years. It should be noted, however, that the balances shown below represent total portfolio balance as opposed to fund balance available. Portfolio balance is always higher than fund balance because the portfolio includes cash and investments that are already committed to various contracts and purchase orders or that are reserved for future obligations.

*Size of the Portfolio - 5 Year Historical Trend*





## ***INVESTMENT RISK IN THE PORTFOLIO***

***Although all investments contain an element of risk, OCFA's Investment Policy, procedures, and investment strategies are designed to limit exposure to risk. The different types of risk are discussed below, as they pertain to the portfolio.***

### **Credit (Default) Risk**

Credit risk is defined as the risk to an investor that an issuer will default in the payment of interest and/or principal on a security. OCFA's investment policies and practices limit credit risk by:

- Limiting investments to the safest types of securities and highest quality issuers.
- Specifically excluding investments in equities, corporate bonds, derivatives, reverse repurchase agreements and financial futures or options.
- Avoiding investment in issuers placed on negative credit watch or with current events that involve negative financial implications.
- Pre-qualifying financial institutions and broker/dealers for competitive bidding of individual investment transactions.
- Diversifying investments so that potential losses on individual securities will be minimized.
- Reviewing monthly reports from the State Treasurer's Office regarding LAIF's performance.
- Requiring collateralization of demand deposits and certificates of deposit. MUFG Union Bank, as OCFA's bank, complies with all collateralization requirements for demand deposits.
- Safekeeping investments by separate agreement with MUFG Union Bank's Trust Department.



## ***INVESTMENT RISK IN THE PORTFOLIO***

### **Market Risk**

Market risk is defined as the risk that the value of a security may fall as a result of changes in the financial markets, such as increases in interest rates. In periods of rising interest rates, the market value of a security can fall below the amount of principal invested. If an investor sells the security before maturity, part of the principal will be lost. OCFA reduces market risk by matching investment maturities with cash flow needs to minimize investments that may need to be sold prematurely.

### **Interest Rate Risk**

Interest rate risk is defined as the risk that an investor will under-perform the market, as a result of holding an investment with a lower yield than the current market rate. For example, if an investor holds a one-year certificate of deposit earning 2%, and interest rates rise to 4%, the investor would incur an opportunity cost of 2%. Investors can avoid interest rate risk by keeping maturities fairly short if interest rates are expected to rise.

***OCFA's portfolio reflected an average maturity under one year throughout FY 2018/19 due to projected cashflow needs and uncertainties regarding the direction of interest rates in the near future.***

### **Liquidity Risk**

Liquidity risk involves the ability to sell an investment before maturity. Some short-term investments are fairly illiquid. For example, a non-negotiable certificate of deposit is an illiquid asset that carries an interest penalty for early redemption. OCFA minimizes liquidity risk by maintaining a significant portion of its portfolio in very liquid instruments, such as LAIF where funds are immediately available, or Treasury and Agency securities, which have active secondary markets.



## **COMPOSITION OF THE PORTFOLIO**

### **Authorized Investments**

Section 10 of OCFA's Investment Policy lists the types of securities allowable for investment. Subject to stipulated restrictions, these include Treasury and Federal Agency securities, collateralized or insured passbook savings accounts and demand deposits, collateralized or insured certificates of deposit, bankers' acceptances, money market funds of short-term treasury securities, repurchase agreements, the Local Agency Investment Fund (LAIF), and commercial paper (rated A1/P1/F1) by the credit rating agencies Moody's Investors Service, Standard & Poor's Ratings Services and Fitch Ratings, respectively.

***OCFA's portfolio only included those investments authorized in  
Section 10 of the Policy in FY 2018/19.***

### **Portfolio Diversification**

Section 15.1 of the Policy sets parameters for portfolio diversification. OCFA's portfolio shall not be invested in a single security type or in a single financial institution/pool in excess of 15% of the total investment portfolio, with the exception of the following:

➤ US Treasury Securities	100%
➤ Local Agency Investment Fund	75%
➤ Federal Agency Securities	75%
➤ Bankers' Acceptances	25%
➤ Negotiable CD's	25%





### COMPOSITION OF THE PORTFOLIO

#### Portfolio Diversification

	<i>US Treasury Securities</i>	<i>LAIF</i>	<i>Federal Agencies</i>	<i>Commercial Paper</i>	<i>Money Market Mutual Funds</i>	<i>Total Portfolio</i>
<b>Maximum</b>	100%	75%	75%	15%	15%	100%
<b>FY Average</b>	15.10%	41.58 %	36.37%	0.00%	6.95%	100%
<b>July</b>	36.40%	38.76%	21.52%	0.00%	3.32%	100%
<b>August</b>	34.08%	41.82%	22.04%	0.00%	2.06%	100%
<b>September</b>	24.20%	43.31%	22.07%	0.00%	10.42%	100%
<b>October</b>	13.30%	54.10%	19.97%	0.00%	12.63%	100%
<b>November</b>	18.38%	47.87%	24.27%	0.00%	9.48%	100%
<b>December</b>	4.67%	33.76%	54.43%	0.00%	7.14%	100%
<b>January</b>	0.00%	42.24%	51.20%	0.00%	6.56%	100%
<b>February</b>	0.00%	48.87%	45.77%	0.00%	5.36%	100%
<b>March</b>	13.68%	46.97%	31.03%	0.00%	8.32%	100%
<b>April</b>	13.26%	30.89%	51.54%	0.00%	4.31%	100%
<b>May</b>	9.96%	34.19%	47.66%	0.00%	8.19%	100%
<b>June</b>	13.27%	36.19%	44.97%	0.00%	5.57%	100%



## ***COMPOSITION OF THE PORTFOLIO***

### **Maturity Diversification**

In order to ensure sufficient liquidity and reduce market risk, Section 15.3 of the Policy requires that “at least 50% of the portfolio is limited to a period of one year or less,” and “unless matched to a specific requirement and approved by the Executive Committee and the Board of Directors, no portion of the portfolio may exceed five years.”

***OCFA’s portfolio complied with maturity diversification requirements as stated in Section 15.3 of the Policy throughout FY 2018/19.***

### **Market Value**

Section 18.1.7 of OCFA’s Investment Policy requires monthly reporting of the current market value of the securities in the portfolio. The Treasurer reports current market values of the portfolio in both the Portfolio Summary and the Portfolio Detail sections of the Monthly Investment Report. Market values are provided monthly by MUFG Union Bank and quarterly by the State Treasurer’s Office for the LAIF investment.



## ***GASB 31 IMPACTS***

### **What is GASB 31?**

The Governmental Accounting Standards Board's Statement 31, titled "Accounting and Financial Reporting for Certain Investments and for External Investment Pools," establishes rules for reporting investment valuation. The Statement generally requires governmental entities to report investments at fair value in the financial statements and to reflect the related unrealized gains and losses as a component of investment income. Different rules apply to an *internal investment pool* (consisting *only* of the governmental entity's own funds) versus an *external investment pool* (consisting of combined funds from other legally separate entities, such as a state or county investment pool).

### **How Does GASB 31 Impact OCFA's Portfolio?**

At June 30, 2019, all of the Authority's investments were reported at fair value in compliance with GASB 31 guidelines. The fair value reporting of OCFA's investments resulted in a net increase of \$141,815 to book value. **This fair value adjustment is for financial statement reporting only.**

Under GASB 31 guidelines, investment income is similarly increased/decreased for financial statement purposes. Investment income is impacted by the change in fair value of the investments from the beginning to the end of the reporting period. OCFA previously recognized and reported a decrease/(loss) to investment valuation at June 2018 of (\$368,494); therefore, a net gain/increase of \$510,309 was recognized and recorded to investment earnings as of June 30, 2019 to reflect the net gain change of \$141,815 in fair value of the investments at the end of the fiscal year.

<i>GASB 31 Adjustment to Books – Beginning of year/(loss)</i>	<i>\$ (368,494.00)</i>
<i>Net Change/Increase to Investment Earnings</i>	<i>\$ 510,309.00</i>
<i>GASB 31 Adjustment to Books – End of year/gain</i>	<i>\$ 141,815.00</i>



### ***INVESTMENT INCOME***

Portfolio investment income in FY 2018/19 amounted to \$3,481,595 (pre-GASB 31 adjustment) compared to \$2,165,262 in FY 2017/18. The increase in investment income was primarily due to higher investment yield compared to FY 2017/18. The effective yield for the portfolio was 2.14% in FY 2018/19 compared to 1.30% in FY 2017/18. This increase in the overall effective yield from the prior year was consistent with the overall bond market performance.

### ***ANTICIPATED INVESTMENT ACTIVITY IN THE NEXT FISCAL YEAR***

Cash forecasts for FY 2019/20 are based primarily on the FY 2019/20 Adopted Budget. OCFA's Adopted Budget reflects revenues which are in balance with expenditures for the year, and the Budget will enable OCFA to sustain its reserves at the Board-mandated policy level. It is anticipated that the CIP Reserves will continue to be spent down this year on planned projects. However, due to positive overall cashflow projections for FY 2019/20, OCFA did not need to issue TRAns for the FY 2019/20. As a result, the portfolio's balance is expected to decrease during the first half of the FY 2019/20 and fluctuate throughout the fiscal year when property taxes are received, but would level off at the end of the fiscal year.

In addition, based on the Fed's latest assessment of the economy and its lowering the federal funds rate by a quarter percentage point at its recent meeting in July 2019, market expectations are that the Fed will likely cut rates further in the near future. Thus, interest rates are expected to continue to decline gradually during FY 2019/20, which may result in a decrease in investment income over the prior year.



***TREASURER'S CERTIFICATION***

*"As Treasurer of the Orange County Fire Authority, I certify that I have complied with the annual Investment Policies adopted by the Board of Directors and effective January 1, 2018 and January 1, 2019."*

  
Patricia Jakubjak  
Treasurer

8/23/19  
Date

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
September 26, 2019

Agenda Item No. 3C  
Consent Calendar

**Fourth Quarter Financial Newsletter**

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**Contact(s) for Further Information**

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Tricia Jakubiak, Treasurer	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Deborah Gunderson, Budget Manager	<a href="mailto:deborahgunderson@ocfa.org">deborahgunderson@ocfa.org</a>	714.573.6302

**Summary**

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the preliminary close of FY 2018/19.

**Prior Board/Committee Action**

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

At its regular September 11, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and by type. Revenues and expenditures for the Capital Improvement Program (CIP) funds are also included. Revenues and expenditures for the General and CIP Funds through the preliminary close of the fiscal year are within budget, except where noted in the attached newsletter.

**Attachment(s)**

Fourth Quarter Financial Newsletter – July 2018 to June 2019



# Orange County Fire Authority

## Fourth Quarter Financial Newsletter – July 2018 to June 2019

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### **OVERVIEW**

This report covers fiscal activities in the General Fund and CIP Funds through the fourth quarter and preliminary close of Fiscal Year 2018/19. Budget figures include all budget adjustments authorized by the Board through the end of the fiscal year.

### **GENERAL FUND**

With 100% of the year completed, General Fund revenues are 99.6% of budget and expenditures are 97.1% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	407,919,810	409,747,898	1,828,088	99.6%
Expenditures	402,815,550	414,621,637	11,806,087	97.1%

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

Top Five Revenues	YTD Actual Receipts	Budget	Variance: Actual to Budget in Dollars	% Variance
Property Taxes	264,267,387	261,339,047	2,928,340	1%
Cash Contracts	100,581,745	100,234,466	347,279	0%
CRA Pass-through	12,593,041	12,139,068	453,973	4%
State Reimbursements	12,248,651	17,827,272	(5,578,621)	-46%
Community Risk Reduction Fees	6,762,473	6,124,323	638,150	9%
<b>Total</b>	<b>396,453,297</b>	<b>397,664,176</b>	<b>(1,210,879)</b>	<b>0%</b>

- **Property Taxes** – The variance in property taxes of \$2.9 million, or 1%, is a result of higher property tax revenue for FY 2018/19 than anticipated, primarily in the secured and supplemental property tax categories. The secured category exceeded budget by \$1.2 million and the supplemental category exceeded by \$1.4 million. Supplemental property tax is an unpredictable category and not included in our property tax forecasts.
- **State Reimbursements** – This revenue category includes grant revenues which are reimbursable, meaning revenues are recognized as allowable expenses are incurred. The CAL FIRE grant for Invasive Tree Pest Mitigation and Fuels Reduction of \$5.5 million is designed to be a multi-year effort. The remaining expected revenue budget will be included in the Carryover of FY 2018/19 to FY 2019/20.



**Expenditures.** The analysis presented below compares the actual preliminary expenditures through the fourth quarter, as compared to the budget for the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Expenditures by Department	YTD Actual Expenditures	Budget	Variance: Actual to Budget in Dollars	% Variance
Business Services	30,456,805	31,764,509	(1,307,704)	-4%
Command & Emergency Planning	7,557,944	7,746,130	(188,186)	-2%
Community Risk Reduction	9,804,441	10,658,337	(853,896)	-9%
EMS & Training	4,953,960	4,603,315	350,645	7%
Executive Management	6,832,539	6,599,226	233,313	3%
Human Resources	8,964,735	9,567,842	(603,107)	-7%
Logistics	31,574,014	32,184,624	(610,610)	-2%
Operations	284,952,505	286,207,537	(1,255,032)	0%
Special Operations	17,718,607	25,290,117	(7,571,510)	-43%
<b>Total</b>	<b>402,815,550</b>	<b>414,621,637</b>	<b>(11,806,087)</b>	<b>-3%</b>

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

- **Business Services** – This department was under budget in Services and Supplies, primarily in the Special Department Expense category. A portion of the Special Department Expense remaining budget is being requested for Carryover to FY 2019/20.
- **Operations** – This department closed the year under budget by \$1.3 million in the Services and Supplies categories. Salary savings from vacant positions was offset by overtime expenses which exceeded budget in the Salary and Employee Benefits category.
- **Special Operations** – This division ended under budget by 43% or \$7.6 million, primarily due to multi-year grant projects. The entire grant budget was added to the FY 2018/19 budget; remaining balances are included in the Carryover request to FY 2019/20.

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

Expenditures by Type	YTD Actual Expenditures	Budget	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	364,319,946	366,132,556	(1,812,610)	0%
Services and Supplies	36,699,118	46,493,185	(9,794,067)	-27%
Equipment	1,796,486	1,995,896	(199,410)	-11%
<b>Total</b>	<b>402,815,550</b>	<b>414,621,637</b>	<b>(11,806,086)</b>	<b>-3%</b>

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

- **Salary & Employee Benefits** – This category closed the year under budget by approximately \$1.8 million or less than 1%. This is primarily due to vacancies throughout the Authority.
- **Services and Supplies & Equipment** – Actual expenditures finished approximately \$10.0 million or 27% under budget through preliminary close of the fiscal year. Significant grant projects and other funding requests of \$10.5 million are included in the Carryover request to fiscal year 2019/20.

## **CIP FUNDS**

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

### **General Fund CIP**

Fund 12110	YTD Actual	Budget	Percent
Expenditures	2,065,551	3,707,477	56%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$3.7 million include funding for routine maintenance and replacement of equipment such as: data storage, fire station telephone/alarm system upgrade, RFOTC Uninterruptible Power Supply replacement, network servers, pagers, PCs, laptops, printers, MDC system, 800 MHz radios, VHF radios, digital orthography, cardiac monitors, ECC upgrade for Fire/Weather, remote camera project for weather/fire monitoring, thermal imaging cameras, fire station facility accommodation, Fire Station (FS) 26 kitchen, flooring and bathroom remodel, tarmac repair, dormitory privacy and repairs, bathroom modifications for FS 13, and kitchen remodel for FS 6.
- YTD Expenditures of approximately \$2.0 million are attributable to progress on the following projects: multiple I.T. related projects, cardiac monitors, ECC upgrade for Fire/Weather, and FS 6 kitchen remodel. Approximately \$1.6 million in project funding is included in the Carryover request to FY 2019/20.

### **Fire Stations and Facilities**

Fund 123	YTD Actual	Budget	Percent
Revenue	1,078,047	898,725	120.0%
Expenditures	1,437,316	2,073,562	69.3%

- Revenues in this fund are attributable to interest earned through the fourth quarter and a developer contribution which exceeded budget.
- Appropriations of \$2 million included initial funding allotments for replacement of FS 9, RFOTC Training Grounds expansion and upgrade, FS 49 Apparatus bay floor reconstruction, Infrastructure Security Enhancements, US&R warehouse training center improvements, carport installations in FS 18, and FS 42 site stabilization.
- Expenditures through the fourth quarter are primarily attributable to the RFOTC Training Grounds Expansion and Upgrade, US&R warehouse training center improvements, carports at FS 18 and FS 42 site stabilization. Approximately \$617,000 in project funding is included in the Carryover request.

### Communications & Info. Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	245,373	195,302	125.6%
Expenditures	3,927,665	6,666,290	58.9%

- Revenues in this fund are attributable to interest earned through the fourth quarter.
- Appropriations of \$6.7 million include funding for: OCFA Enterprise Audio Video Equipment upgrades, RFOTC Data Center Fire Suppression system, Disaster Recovery Co-Location facility, 800 MHz System Countywide Coordinated Communication System upgrade, IFP Replacement, Incident Reporting Application Replacement, and CAD2CAD next generation project.
- YTD expenditures are primarily attributable to the 800 MHz system upgrade, however progress has also occurred in the Incident Reporting Application Replacement and CAD2CAD projects. Approximately \$2.7 million of project funding is included in the Carryover request to FY 2019/20.

### Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	1,857,200	1,802,544	103.0%
Expenditures	5,275,772	11,101,654	47.5%

- Revenues in this fund are attributable to vehicle replacement program payments from cash contract cities, and interest earned through the fourth quarter.
- Expenditures in this fund include final lease payments on the helicopters, six Type I Engines, three Type III Engines, vehicle outfitting, command vehicles, and mid and full size 4 door vehicles for operations, investigations, property and risk management and EMS and pickups for Operations and the Service Center. Approximately \$5.8 million in project funding is included in the Carryover request to FY 2019/20.

### **SUMMARY**

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
September 26, 2019

Agenda Item No. 3D  
Consent Calendar

**Contract Adjustment for  
Third Party Workers' Compensation Administration**

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**Contact(s) for Further Information**

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714.573.6832

**Summary**

This agenda item is submitted for approval to increase the contract with CorVel Corporation (CorVel) to add an additional claims adjuster for the administration of the OCFA's Workers' Compensation (WC) Program.

**Prior Board/Committee Action**

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

At its special September 17, 2019, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

At its March 27, 2014, meeting, the Executive Committee approved awarding a contract to CorVel for WC Third Party Administration and managed care services for an initial term of five years and three additional one-year contract extensions.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to increase the Professional Services Agreement with CorVel for Workers' Compensation Third Party Administration for the remaining three years of the contract, at an annual increase of \$71,250 for 2019/20 (partial year) and \$95,000 per year for 2020/21 and 2021/22.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the WC Program is included in the adopted FY 2019/20 General Fund Budget, specifically in the Human Resources budget for services and supplies (S&S). The Human Resources S&S budget was increased for FY 2019/20 to account for impacts related to the addition of Garden Grove, and those S&S expenditure increases are funded by the corresponding cash contract revenue increase from the addition of Garden Grove.

## Background

### ***Workers' Compensation Third Party Administration (TPA)***

CorVel was selected as the TPA of our self-insured WC Program through a competitive solicitation process in 2014 with an initial contract term of five years and three additional one-year extensions. CorVel's initial proposal included six team members (five adjusters and one supervisor) based on 775 open claims at the time of transitioning from the previous TPA. Currently, there are 964 open claims, which is a 24% increase, due to an: increase in employees (14% increase in authorized positions since 2014); increase in overtime; aging workforce; increase in presumptive claims; and changes to workers' compensation legislation including the statute of limitations for filing cancer claims. CorVel recognized the need for additional team members and increased staffing to a claims team of eight (seven adjusters and one supervisor) over the past five years at no added cost to the OCFA.

Staff requested additional information from CorVel as directed by the Human Resources Committee (Attachments 1 and 2). Based on its response, staff is requesting support for a contract increase of \$95,000/year to the remaining three years of the contract which will be used to fund a ninth adjuster (with the first year prorated at \$71,250 to reflect a partial year). An additional adjuster will accommodate the current claims volume, allow absorption of any additional claims that may result with the addition of Garden Grove, meet caseload guidelines set by the California State Association of Counties Excess Insurance Authority (Attachment 2), improve customer service, and may reduce open claims volume. ***Good customer service and frequent communications are highly important factors in taking good care of our people and key to maintaining our low litigation rate.***

The table below provides CorVel's claims administration pricing for the past five years and the three additional years with the proposed addition of CorVel TPA support staff.

Year	Contract Period	Administration Fees per Contract (Priced at staffing of 6, currently staffed w/8)	Increase per Contract	Requested Increase for One Adjuster (Cost to increase staffing from 8 to 9)	Administration Fees per Proposed Contract	Increase per Proposed Contract
1	14/15	528,752	---			
2	15/16	544,614	3%			
3	16/17	560,952	3%			
4	17/18	572,171	2%			
5	18/19	583,614	2%			
6	19/20	595,286	2%	71,250 (prorated)	666,536	14.2%
7	20/21	601,238	1%	95,000	696,238	4.4%
8	21/22	607,250	1%	95,000	702,250	1%

Based on CorVel's response to the questions, Risk Management staff is recommending approval of an increase of \$95,000/year (with the first year prorated at \$71,250 to reflect a partial year) to the administrative fees for the remaining three years of the contract.

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

1. OCFA Questions Submitted to CorVel
2. CorVel Response to OCFA Questions



# ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Brian Fennessy Fire Chief

(714) 573-6000

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

June 4, 2019

**Via Electronic Mail**

CorVel Enterprise Comp  
Attn: Bryan Piattoni  
1100 Town & Country Road Ste 400  
Orange, CA 92868  
[bryan\\_piattoni@corvel.com](mailto:bryan_piattoni@corvel.com)

**Re: Request for Information Regarding the Current Contract and Services  
Provided to Orange County Fire Authority**

Dear Mr. Piattoni:

OCFA is requesting information from CorVel on the current Third Party Workers' Compensation Administration (TPA) for claims and services provided under the current contract and the impacts that the addition of Garden Grove may have on service levels.

Please e-mail your response to the attached questions on or before **June 19, 2019 at 11:00 a.m.** If you have any questions please feel free to contact me at 714-573-6641 or via e-mail at: [debbiecasper@ocfa.org](mailto:debbiecasper@ocfa.org).

Regards,

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

cc: David Kendig, General Counsel  
Lori Zeller, Deputy Chief, Admin. & Support Bureau  
Jonathan Wilby, Risk Manager  
Rhonda Haynes, Workers' Compensation Program Manager



## THIRD PARTY WORKERS' COMPENSATION ADMINISTRATION

### QUESTIONS

Please submit your response to this request via e-mail to [debbiecasper@ocfa.org](mailto:debbiecasper@ocfa.org) on or before **June 19, 2019 at 11:00 a.m.**

OCFA is requesting additional information as it relates to the Third Party Workers' Compensation (TPA) administrative services provided to OCFA and the impact, if any, the addition of Garden Grove workers' compensation claims will have on the current services provided by CorVel.

1. Please provide details on the current staffing structure and staffing costs of providing TPA administration for OCFA.
2. What is the current OCFA claims count and staffing level of each Adjuster handling OCFA claims and what is the caseload statutory requirement?
3. Based on the review of Garden Grove claims loss experience, explain how many additional claims per month CorVel anticipates, and how the additional claims may impact the existing staff that handles claims for OCFA.
4. Do you feel your current staff is equipped to handle the additional claims anticipated with the addition of Garden Grove? If not, based on the anticipated increase in claims, how many claims adjusters do you think will be necessary to handle the added volume? Please provide justification.
5. OCFA is requesting that CorVel provide additional claims adjusters, if required, without an increased cost to OCFA for the remaining three years of the contract. OCFA is also requesting assurance that there would be no negative impact to the current services provided by CorVel. Please provide a response. If there are any concerns that there may be an impact to current services, please provide details on what the impacts may be.
6. If CorVel is unable to provide the added claims adjuster(s) without a price increase to OCFA, provide the cost of each new adjuster and the benefit that OCFA will realize from the additional staff.
7. Provide any additional information that you would like OCFA to consider.

If you have any questions please contact me by email or via telephone at 714-573-6641.

Regards,

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



**Response from Corvel to OCFA  
Request for Information, June 2019**

**1. Please provide details on the current staffing structure and staffing costs of providing TPA administration for OCFA.**

**Answer:** Currently, there are 5 Indemnity Adjusters, 1 Future Medical Adjuster, 1 Medical Only Adjuster, and 1 Supervisor assigned to the OCFA. This team currently handles 964 open OCFA files. The OCFA currently pays \$595,286/year for staffing.

**2. What is the current OCFA claims count and staffing level of each Adjuster handling OCFA claims and what is the caseload statutory requirement?**

**Answer:** There is no legal requirement for open claim count. The OCFA's excess carrier, CSAC-EIA, has guidelines which require caseloads of 150 files per adjuster. For more effective claims handling and customer service, CorVel recommends a caseload of no more than 120 files per indemnity adjuster. Please see below for current staffing and caseloads.

Adjuster	Indemnity	Future Medical	Medical Only	Grand Total	Position
Crockett, Julie	105	42	0	147	Indemnity Adjuster
Le, Annie	89	55	0	144	Indemnity Adjuster
McKee, Gwen	122	32	0	154	Indemnity Adjuster
Wagar, Judy	96	50	0	146	Indemnity Adjuster
Temporary Adjuster	122	27	0	149	Indemnity Adjuster
Lynch, Ruth	0	185	0	185	Future Med Adjuster
Rodriguez, Olga	0	0	39	39	Medical Only Adjuster
<b>Grand Total</b>	<b>534</b>	<b>391</b>	<b>39</b>	<b>964</b>	
Chanty Arroyo	0	0	0	0	Supervisor

**8 total staff** *Avg cases per  
148 Indemnity Adjuster*

The grid below is the recommended staffing needed to bring the caseloads within the recommended caseload range.

Adjuster	Indemnity	Future Medical	Medical Only	Grand Total	Position
Crockett, Julie	105	20	0	125	Indemnity Adjuster
Le, Annie	89	25	0	114	Indemnity Adjuster
McKee, Gwen	122	0	0	122	Indemnity Adjuster
Wagar, Judy	96	25	0	121	Indemnity Adjuster
Robin Kwolek	122	0	0	122	Indemnity Adjuster
Additional Staff	0	136	0	136	Additional Staff
Lynch, Ruth	0	185	0	185	Future Med Adjuster
Rodriguez, Olga	0	0	39	39	Medical Only Adjuster
<b>Grand Total</b>	<b>534</b>	<b>391</b>	<b>39</b>	<b>964</b>	
Chanty Arroyo	0	0	0	0	Supervisor

**9 total staff** *Avg cases per  
123 Indemnity Adjuster*

**Response from CorVel to OCFA  
Request for Information, June 2019**

- 3. Based on the review of Garden Grove claims loss experience, explain how many additional claims per month CorVel anticipates, and how the additional claims may impact the existing staff that handles claims for OCFA.**

**Answer:** Based on our analysis of the historical loss runs and our experience with clients who bring on new entities and agencies, CorVel expects 2-4 claims per month with the addition of the Garden Grove stations. The additional claims could cause the caseloads to exceed the standard set by OCFA's excess carrier. In addition, it could potentially create delays in the extension of benefits and decreased overall customer service.

- 4. Do you feel your current staff is equipped to handle the additional claims anticipated with the addition of Garden Grove? If not, based on the anticipated increase in claims, how many adjusters do you think will be necessary to handle the added volume? Please provide justification.**

**Answer:** Due to the requirements of the OCFA's excess carrier, we do not feel the staff is equipped to handle the additional claims anticipated from Garden Grove without exceeding the caseload requirements. In addition, CorVel recommends caseloads of no more than 120 files per adjuster in order to meet the additional service staffing needed for Garden Grove.

See the recommended staffing grid above which would yield an average of 123 open claims per Indemnity Adjuster.

- 5. OCFA is requesting that CorVel provide additional claims adjusters, if required, without an increase in cost to OCFA for the remaining three years of the contract. OCFA is also requesting assurance that there would be no negative impact to the current services provided by CorVel. Please provide a response. If there are any concerns that there may be an impact to current services, please provide details on what the impacts would be.**

**Answer:** Based on the caseload and expected claim volume CorVel was given in the RFP issued in 2014, CorVel priced for a team of 6. CorVel's original staffing was based on the claims volume presented by the prior TPA listed in the RFP, however, over 120 additional files were received after CorVel took over the claims. Also, the OCFA new claims volume has risen more than 27% since 2014. In 2015 and 2017, CorVel increased it's staffing in response to the increased claims volume with no additional cost to the OCFA. See the chart below. Any further increase in claims volume could negatively impact claims handling, audit results, as well as customer service.

	Anticipated per 2014 RFP Data	FY 2014/2015	FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019
Total staff assigned to OCFA	6	6	7	7	8	8
New Claim Volume	360	368	399	451	493	420
Open Claims as of the last day of the period	763	749	745	866	942	964

**Response from CorVel to OCFA  
Request for Information, June 2019**

- 6. If CorVel is unable to provide the added claims adjuster(s) without a price increase to OCFA, provide the cost of each new adjuster and the benefit that OCFA will realize from the additional staff.**

**Answer:** CorVel is seeking \$95,000/year to increase the current staffing level to 9, which is 3 adjusters above what was originally priced for. With this annual fee adjustment CorVel will revise the staffing model to include a single supervisor, 5 Indemnity Adjusters, 1 Future Medical Adjuster, 1 Medical Only Adjuster, and one additional senior level adjuster. See below.

Original Staffing Priced for:	Proposed Staffing Adjustment:
1 Claims Supervisor	1 Claim Supervisor
4 Indemnity Adjusters	5 Indemnity Adjusters
.5 MO Adjuster	1 MO Adjuster
.5 FM Adjuster	1 FM Adjuster
	1 Additional Staffing

- 7. Provide any additional information that you would like OCFA to consider.**

**Answer:** Despite a 27% increase in claims volume from what was initially expected, CorVel has continued to meet the OCFA's service needs by adding to staff without increasing our annual administration fee.

CorVel is proposing an adjustment in our annual fee in order to enhance the team currently serving the OCFA. With the proposed staffing level of 9 team members, CorVel believes that it can absorb the additional claims from Garden Grove successfully.

It is our pleasure to work with such a preeminent employer as the Orange County Fire Authority. We look forward to many years of partnership to come.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
September 26, 2019

Agenda Item No. 3E  
Consent Calendar

**Classification and Compensation Recommendations for  
Service Center Occupational Series**

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**Contact(s) for Further Information**

Lori Zeller, Deputy Chief  
Administration & Support Bureau

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

714.573.6020

Tamaryn Boston, Manager  
Human Resources

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

714.573.6018

**Summary**

This agenda item is submitted for approval to implement several classification and compensation recommendations resulting from a comprehensive study of the Service Center occupational series. This study was conducted pursuant to the 2018-2020 Memorandum of Understanding (MOU) between the Orange County Fire Authority (OCFA) and the Orange County Employees Association (OCEA).

**Prior Board/Committee Action**

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

At its special September 17, 2019, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

1. Approve elimination of the Fire Equipment Technician classification.
2. Approve the establishment of the Supply Services Specialist, Urban Search and Rescue Warehouse and Logistics Specialist, Service Center Technician I and Service Center Technician II classifications, with corresponding salary ranges.
3. Approve the retitling and adoption of the revised classification specification for Fire Delivery Driver and Senior Fire Equipment Technician to Fleet Assistant and Senior Service Center Technician respectively, with corresponding salary ranges.
4. Approve the revised classification specifications for Service Center Lead and Service Center Supervisor, with corresponding salary ranges.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The FY 2019/20 partial-year budget impact will not exceed \$112,183, assuming all vacant positions are filled. The annual impact of this reclassification is \$150,514, which will be incorporated into future budgets.

## **Background**

The Orange County Fire Authority's Service Center Section provides logistical support for the entire organization, providing headquarters and fire stations with everything from office supplies to structural firefighting gear. This Section also performs testing and repairs on a wide variety of firefighting equipment and coordinates the delivery of specialized emergency support on various emergency incidents.

In the 2018-2020 MOU between the OCFA and the OCEA, OCFA agreed to conduct a classification study for the Service Center occupational series within twelve months of the Board's approval of the contract [Article XXII, Section 2(C)].

Classifications are often grouped in an occupational series. The Service Center currently has a five-level occupational series, which begins with entry-level and semi-skilled classifications (Fire Delivery Driver and Fire Equipment Technician) and progresses to skilled (Senior Fire Equipment Technician), lead (Service Center Lead), and finally supervisory (Service Center Supervisor) classifications. Although these classifications are primarily utilized in OCFA's Service Center, Fleet Services, Emergency Medical Services (EMS), and Urban Search and Rescue (US&R) Sections also utilize three of the classifications within the occupational series.

In accordance with the classification study prescribed in the 2018-2020 MOU, Koff & Associates (Koff) was retained to conduct a comprehensive classification and compensation study on the Service Center occupational series. The study commenced in March 2019 and evaluated the essential duties of the occupational series in order to identify the scope and complexity of work, develop a sound classification structure, and recommend an equitable base salary structure that is both internally equitable and externally competitive.

Based on the results of the study, Koff and Human Resources recommend that the Fire Delivery Driver and Fire Equipment Technician classifications be replaced by classifications that more accurately support the essential functions of the work performed; specifically, the new classifications of Fleet Assistant, Supply Services Specialist, US&R Warehouse and Logistics Specialist, and Service Center Technician I/II. The recommendation also includes the retitling and adoption of the Senior Fire Equipment Technician to Senior Service Center Technician, as well as the adoption of revised classification specifications for Service Center Lead and Service Center Supervisor.

These recommendations will retain a five-level occupational series in the Service Center (Service Center Technician I, Service Center Technician II, Senior Service Center Technician, Service Center Lead, and Service Center Supervisor), and create three new standalone classifications (Fleet Assistant, Supply Services Specialist, and US&R Warehouse and Logistics Specialist).

### ***Reclassification Recommendations***

Reclassification recommendations are made for positions that are better aligned with a differing class, due to the level and scope of work, and/or job functions that have been added to or removed from those positions over time. The study resulted in nine positions to be reclassified, as noted in the table below.

CURRENT CLASSIFICATION TITLE	PROPOSED CLASSIFICATION TITLE
Fire Delivery Driver	Senior Service Center Technician
Fire Equipment Technician	Senior Service Center Technician
Fire Delivery Driver	Service Center Technician I
Fire Equipment Technician	Service Center Technician II
Senior Fire Equipment Technician	Service Center Lead
Fire Delivery Driver	Supply Services Specialist
Service Center Lead	Supply Services Specialist
Fire Equipment Technician	US&R Warehouse and Logistics Specialist
Senior Fire Equipment Technician	US&R Warehouse and Logistics Specialist

### ***Title Change Recommendations***

Title changes noted in the table below are recommended to more clearly reflect the level and scope of work being performed, to consolidate work into broader categories that could be used Authority-wide, as well as to establish consistency with the labor market and industry standards.

CURRENT CLASSIFICATION TITLE	PROPOSED CLASSIFICATION TITLE
Fire Delivery Driver	Fleet Assistant
Senior Fire Equipment Technician	Senior Service Center Technician

### ***Salary Range Recommendations***

Upon completion of the classification portion of the study, including the creation of new classifications that accurately reflect the level and scope of work performed, an external market study was performed to determine how OCFA compares with other Southern California public agencies in terms of compensation. Due to the unique nature of the duties performed in the Service Center occupational series, there were an insufficient number of comparable classifications for three of the classifications. As well, of the comparable classifications found, none performed the type of specialized work that OCFA classifications require in addition to the more common warehouse-type of duties.

A benchmark is a job that is found in many organizations and performed by several individuals who have similar duties and require similar qualifications. The Service Center Technician II (currently the Fire Equipment Technician) is the benchmark classification of the Service Center occupational series. The external market study revealed that our current Fire Equipment Technician salary is below market when compared to public agencies in our labor market. Providing for internal equity and external competition, the proposed salary range for the Service Center occupational series is as follows:

CURRENT LEVELS/HOURLY RATE			
Level	Classification	Min Hourly Rate	Max Hourly Rate
1	Fire Delivery Driver	\$15.80	\$21.29
2	Fire Equipment Technician	\$19.62	\$26.44
3	Senior Fire Equipment Technician	\$23.85	\$32.13
4	Service Center Lead	\$31.29	\$42.17
5	Service Center Supervisor	\$35.09	\$47.29

<b>PROPOSED LEVELS/HOURLY RATE</b>			
<b>Level</b>	<b>Classification</b>	<b>Min Hourly Rate</b>	<b>Max Hourly Rate</b>
1	Service Center Technician I	\$19.99	\$26.93
2	Service Center Technician II	\$23.85	\$32.13
3	Senior Service Center Technician	\$26.20	\$35.32
4	Service Center Lead	\$28.90	\$38.95
5	Service Center Supervisor	\$35.09	\$47.29

Providing for internal equity and external competition, the proposed salary range for the three standalone classifications is as follows:

<b>PROPOSED LEVELS/HOURLY RATE</b>			
<b>Level</b>	<b>Classification</b>	<b>Min Hourly Rate</b>	<b>Max Hourly Rate</b>
1	Fleet Assistant	\$15.80	\$21.29
1	Supply Services Specialist	\$19.99	\$26.93
1	US&R Warehouse & Logistics Specialist	\$24.34	\$32.82

The current and proposed classification specifications are attached.

**Attachment(s)**

1. Current Fire Delivery Driver Classification Specification
2. Current Fire Equipment Technician Classification Specification
3. Current Senior Fire Equipment Technician Classification Specification
4. Current Service Center Lead Classification Specification
5. Current Service Center Supervisor Specification
6. Proposed Fleet Assistant Classification Specification
7. Proposed Supply Services Specialist Classification Specification
8. Proposed US&R Warehouse and Logistics Specialist Classification Specification
9. Proposed Service Center Technician I Classification Specification
10. Proposed Service Center Technician II Classification Specification
11. Proposed Senior Service Center Technician Classification Specification
12. Proposed Service Center Lead Classification Specification
13. Proposed Service Center Supervisor Classification Specification





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Fire Delivery Driver**

**REPORTS TO: Service Center Supervisor      FLSA: Non-Exempt**

**SUPERVISES: N/A      CLASS CODE: 0615**

**DEPARTMENT: Business Services**

### **CLASS SUMMARY:**

Incumbents are responsible for performing entry level duties related to driving an OCFA vehicle to deliver and pick up a variety of materials, goods, equipment, and furniture to a variety of locations throughout Orange County.

### **DISTINGUISHING CHARACTERISTICS:**

The Fire Delivery Driver is the first level in a five level Fire Material Services Occupational Group. The Fire Delivery Driver is distinguished from the Fire Equipment Technician, which is responsible for a wide variety of semi-skilled activities. The Fire Delivery Driver is also the first level in a seven level Fire Equipment Maintenance Occupational Group. The Fire Delivery Driver is distinguished from the Assistant Fire Apparatus Technician, which is responsible for semi-skilled duties related to preventative maintenance.

**ESSENTIAL FUNCTIONS:** (These duties are intended to be representative sample of the duties performed by the class.)

Driving van, commercial vehicle, or other vehicle to a variety of destinations including; using loading techniques to pick up and deliver mail, materials, equipment, furniture, and a variety of goods; operating dolly, pallet jack, or other assisted device in an efficient and safe manner; maintaining accurate records; sorting, logging, and storing various items; work independently; operating two-way radio; inspecting vehicle prior to usage including checking for fuel, tire tread, windshield, mirrors, brakes, oil, transmission fluids, lights, etc., and placing orders for repairs; maintaining cleanliness of vehicle and washing vehicle; observing safe driving practices; refueling vehicle; checking weather and/or road conditions as needed, taking appropriate precautions; perform other duties of a similar nature or level.

#### *Positions assigned to Fleet Services:*

Driving fire apparatus to a variety of locations; assisting fire station personnel with switching complements from one apparatus to another; steam cleaning vehicles and apparatus; picking up and delivering parts to vendors.

#### *Positions assigned to Service Center:*

Filling and exchanging oxygen and air bottles; assisting in sizing and outfitting personnel; responding to emergency incidents to provide materials and equipment; staging and removing of furniture/equipment and materials for social events; operating forklift.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Fire Delivery Driver

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#### **MINIMUM QUALIFICATIONS:**

##### **EDUCATION AND EXPERIENCE (position requirements at entry):**

High School Diploma or General Equivalency Diploma (GED) and driving experience, or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Warehouse experience desirable (Service Center assignment).

##### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- California Commercial Class B Driver License\*
- Forklift Certification (within three months of hire – for Service Center assignment)

\*Must maintain an acceptable and insurable driving record at all times.

##### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Safe driving practices and applicable California Vehicle Codes;
- Lifting and carrying techniques;
- Delivery practices;
- Care, maintenance, and operation of vehicles;
- Road maps and geographic area of Orange County;
- GPS operations;
- Basic math and computer operation;
- Customer service principles;
- Office procedures and equipment;
- Basic record keeping;
- Applicable tools of trade;
- Warehouse practices (for Service Center assignment)
- Forklift operations (for Service Center assignment)

##### **SKILLS (position requirements at entry):**

Skill in:

- Picking up and delivering items from various locations;
- Driving van, commercial vehicle, or other vehicle in a safe manner;
- Driving fire apparatus (for Automotive assignment)
- Reading and following maps and/or using GPS to determine best routes;
- Loading and unloading a variety of items;
- Exercising discretion and judgment in caring for transported materials;
- Understanding and following oral and written instructions;
- Maintaining accurate records;
- Providing customer service;
- Working in a team environment with ability to work independently;



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Fire Delivery Driver

- Entering basic information into a computer, following specific procedures and policies;
- Using dolly, pallet jack, other assisted devices to transport items;
- Using forklift (for Service Center assignment)
- Using a two-way radio;
- Using applicable tools of the trade;
- Washing and maintaining vehicle;
- Performing vehicle safety checks;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction.

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#### **PHYSICAL REQUIREMENTS:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, driving, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing, and repetitive motions.

**Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

#### **WORKING CONDITIONS:**

Incumbents may be subjected to moving mechanical parts, electrical currents, dusts, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, workspace restrictions, intense noises, and travel.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Prepared by Ellen Medalle, Senior Human Resources Analyst, Date: August 2013

Final prepared by OCFA, Date: July 2013

Interim Human Resources Director Review:

Janet Wells \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: August 22, 2013

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Fire Equipment Technician

**REPORTS TO:** Service Center Supervisor      **FLSA:** Non-Exempt

**SUPERVISES:** N/A      **CLASS CODE:** 0620

**DEPARTMENT:** Business Services

#### **CLASS SUMMARY:**

Incumbents are responsible for performing a wide variety of entry level duties related to receiving, storing, and issuing a variety of specialized fire and emergency supplies, materials, and equipment.

#### **DISTINGUISHING CHARACTERISTICS:**

The Fire Equipment Technician is the first level in a four level five material services series. The Fire Equipment Technician is distinguished from the Senior Fire Equipment Technician, which is responsible for a wide variety of semi-skilled to skilled activities.

**ESSENTIAL FUNCTIONS:** (These duties are intended to be representative sample of the duties performed by the class.)

Receives, stores, maintains, and issues a variety of specialized fire and emergency supplies, materials, and equipment, which includes: issuing Personnel Protective clothing (PPE); preparing, picking up, and delivering postal, shipping company, and interdepartmental mail and packages; receiving, storing, and distributing cleaning/janitorial and office supplies; washing, repairing, mending, and inspecting PPE gear; filling and exchanging air bottles; sewing or ironing on patches and name tags to clothing; placing decals on helmets; engraving or marking tools with unit numbers; picking up contaminated PPE and delivering loaner PPE to personnel; making and decaling units with County seals, signage, and/or numbers; sizing and outfitting explorers and new academies; laminating items; making keys; and/or other related supplies, materials, and/or equipment.

Operates, tests, and repairs a variety of small electrical and mechanical equipment, hand tools, light shop equipment, and/or other related equipment.

Repairs, replaces, and tests a variety of equipment, which may include: fire hoses, defibrillators, corepacks, axes, pike poles, extrication tools, chainsaws, generators, pumps, trimmers, fans, breathing apparatus, and/or other related equipment.

Fit tests suppression personnel with breathing apparatus masks.

Sets up and takes down tables, chairs, and other items for fire-related social events; supplies and delivers drinks for events and functions.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Fire Equipment Technician

Responds to emergency incidents.

Performs other duties of a similar nature or level.

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#### **MINIMUM QUALIFICATIONS:**

##### **EDUCATION AND EXPERIENCE (position requirements at entry):**

High School Diploma, or General Equivalency Diploma (GED), and one year of warehouse experience, or related maintenance and repair work; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

##### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Valid California Driver's License.

##### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Delivery practices;
- Warehousing practices;
- Customer service principles;
- Applicable hand and power tools of the trade.

##### **SKILLS (position requirements at entry):**

Skill in:

- Using applicable hand and power tools;
- Manipulating small objects to make repairs;
- Using marking equipment;
- Recognizing damaged equipment and PPE;
- Picking up and delivery items from site locations;
- Using a radio;
- Providing customer service;
- Adapting to changing needs;
- Receiving, storing, maintaining, and issuing a variety of equipment, supplies, and materials;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Fire Equipment Technician

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#### **PHYSICAL REQUIREMENTS:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, driving, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

**Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

#### **WORKING CONDITIONS:**

Incumbents may be subjected to moving mechanical parts, electrical currents, dusts, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, workspace restrictions, intense noises, and travel.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Draft prepared by Fox Lawson and Associates LLC (LM), Date: 9/01

Final prepared by OCFA, Date: 03-02

Human Resources Director Review:

Zenovy Jakymiw \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: 03-02

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Senior Fire Equipment Technician**

**REPORTS TO: Service Center Supervisor      FLSA: Non-Exempt**

**SUPERVISES: N/A      CLASS CODE: 0630**

**DEPARTMENT: Business Services**

### **CLASS SUMMARY:**

Incumbents are responsible for performing a wide variety of semi-skilled and skilled activities, including mechanical repair and fabrication for specialized fire equipment. Incumbents also perform a variety of specialized warehousing activities.

### **DISTINGUISHING CHARACTERISTICS:**

The Senior Fire Equipment Technician is the second level in a four level fire material services series. The Senior Fire Equipment Technician is distinguished from the Fire Equipment Technician by its skilled maintenance and warehousing responsibilities. The Senior Fire Equipment Technician is distinguished from the Service Center Lead, which has lead responsibilities.

**ESSENTIAL FUNCTIONS:** (These duties are intended to be representative sample of the duties performed by the class.)

Receives, stores, maintains, and issues a variety of specialized fire and emergency supplies, materials, and equipment, which includes: issuing Personnel Protective clothing (PPE); preparing, picking up, and delivering postal, shipping company, and interdepartmental mail and packages; receiving, storing, and distributing cleaning/janitorial and office supplies; washing, repairing, mending, and inspecting PPE gear; filling and exchanging air bottles; sewing or ironing on patches and name tags to clothing; placing decals on helmets; engraving or marking tools with unit numbers; picking up contaminated PPE and delivering loaner PPE to personnel; making and decaling units with County seals, signage, and/or numbers; sizing and outfitting explorers and new academies; laminating items; making keys; and/or other related supplies, materials, and/or equipment.

Purchases a variety of equipment, materials, and supplies, which may include: name plates, signage, and/or other related items.

Maintains inventory of fire equipment; enters inventory information into a database; sends equipment to external vendors for repair, recharging, refilling, and/or hydrostatic testing; fills air bottles; updates and orders forms for stock items.





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Senior Fire Equipment Technician

Operates, tests, and repairs a variety of small electrical and mechanical equipment, hand tools, light shop equipment, ladders, forklifts, and/or other related equipment.

Repairs, replaces, and tests a variety of equipment, which may include: fire hoses, defibrillators, resuscitation regulators, corepacks, axes, pike poles, extrication tools, chainsaws, generators, fire extinguishers, pumps, trimmers, fans, breathing apparatus, and/or other related equipment.

Fabricates a variety of items for equipment, tools, gear, and/or other related items, which may include: bags, chains, straps, buckles, locks, and/or other related items.

Fit tests suppression personnel with breathing apparatus masks, outfits, and/or other related equipment; maintains equipment and personnel files.

Sets up and takes down tables, chairs, and other items for fire-related social events; supplies and delivers drinks for events and functions.

Responds to emergency incidents by providing food, snacks, and drinks; sets up shelter, sleeping, and restroom accommodations at base camps.

Performs other duties of a similar nature or level.

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### **MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE (position requirements at entry):**

- High School Diploma, or General Equivalency Diploma (GED), and two years warehouse or inventory control experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

#### **LICENSES AND CERTIFICATIONS:**

- Possession of a valid California Class C Driver License at time of appointment. *This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.*
- Scott Breathing Apparatus Certification prior to completion of probation.

Some positions may require:

- Possession of a valid California Commercial Class B Driver License. *When the incumbent possesses a California Commercial Class B Driver License, the incumbent is subject to the provisions of the Department of Transportation (DOT) regulations, which includes DOT pre-employment drug testing and random drug and alcohol testing while employed in this*



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Senior Fire Equipment Technician

*classification.*

- *Forklift Certification*

#### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- County geography;
- Cascade systems and air filling stations;
- Delivery practices;
- Warehousing practices;
- Radio protocols;
- Purchasing principles;
- Metal fabricating equipment;
- Customer service principles;
- Applicable hand and power tools of the trade.

#### **SKILLS (position requirements at entry):**

Skill in:

- Using applicable hand and power tools;
- Manipulating small objects to make repairs;
- Using marking equipment;
- Recognizing damaged equipment and PPE;
- Picking up and delivery items from site locations;
- Using a radio;
- Procuring materials, supplies, and equipment;
- Operating woodworking equipment and tools;
- Fabricating metal items;
- Sewing
- Providing customer service;
- Adapting to changing needs;
- Receiving, storing, maintaining, and issuing a variety of equipment, supplies, and materials;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Senior Fire Equipment Technician

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#### **PHYSICAL REQUIREMENTS:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, driving, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

**Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

#### **WORKING CONDITIONS:**

Incumbents may be subjected to moving mechanical parts, electrical currents, dusts, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, workspace restrictions, intense noises, and travel.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Draft prepared by Fox Lawson and Associates LLC (LM), Date: 9/01

Final prepared by OCFA, Date: 03-02

Human Resources Director Review:

Zenovy Jakymiw \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: 03-02

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Service Center Lead**

**REPORTS TO: Service Center Supervisor**

**FLSA: Non-Exempt**

**CLASS CODE: 0650**

**SUPERVISES: N/A**

**DEPARTMENT: Business Services**

### **CLASS SUMMARY:**

Incumbents are responsible for performing lead responsibilities in the Service Center, which includes approving purchase orders, monitoring inventory control, and assigning and monitoring work of staff. Incumbents are responsible for providing input on performance evaluations.

### **DISTINGUISHING CHARACTERISTICS:**

The Service Center Lead is the third level in a four level fire material services series. The Service Center Lead is distinguished from the Senior Fire Equipment Technician by its lead responsibilities. The Service Center Lead is distinguished from the Service Center Supervisor, which has lead supervisory responsibilities.

**ESSENTIAL FUNCTIONS:** (These duties are intended to be representative sample of the duties performed by the class.)

Serves as a lead, which includes: assigning and prioritizing work; monitoring the work of staff; training staff of proper work methods and procedures; providing input on performance evaluations; and, performing other related activities.

Orders a variety of requested items that are or are not contained on blanket purchase orders.

Assists in writing specifications for equipment, materials, and/or supplies.

Monitors delivery runs; creates and maintains daily delivery schedules.

Participates in the budgeting process by monitoring expenditures.

Researches and prepares specifications and purchase requests for personal protective equipment.

Oversees the disposition of fire authority surplus items.

Researches a variety of firefighting and rescue equipment prior to the purchase to ensure quality and availability of products.

Administers the uniform issuance program



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Lead

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Serves as a liaison with Information Systems in coordinating automated inventory control systems and/or other related technological issues.

Performs other duties of a similar nature or level.

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#### **MINIMUM QUALIFICATIONS:**

##### **EDUCATION AND EXPERIENCE (position requirements at entry):**

High School Diploma, or General Equivalency Diploma (GED), and three years of central warehouse and inventory control experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

##### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Valid California Driver's License.
- Forklift Certification required prior to completion of probationary period.

##### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- County geography;
- Delivery practices;
- Warehousing practices;
- Inventory control practices;
- Purchasing principles;
- Customer service principles;
- Applicable hand and power tools of the trade;
- Automated inventory control systems.

##### **SKILLS (position requirements at entry):**

Skill in:

- Prioritizing, assigning, and monitoring work;
- Using applicable hand and power tools;
- Procuring materials, supplies, and equipment;
- Providing customer service;
- Adapting to changing needs;
- Receiving, storing, maintaining, and issuing a variety of equipment, supplies, and materials;
- Developing and maintaining delivery schedules;
- Monitoring expenditures;
- Writing specifications;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor,



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Lead

the general public, etc. sufficient to exchange or convey information and to receive work direction.

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#### **PHYSICAL REQUIREMENTS:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, driving, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

**Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

#### **WORKING CONDITIONS:**

Incumbents may be subjected to moving mechanical parts, electrical currents, dusts, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, workspace restrictions, intense noises, and travel.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Draft prepared by Fox Lawson and Associates LLC (LM), Date: 9/01

Final prepared by OCFA, Date: 03-02

Human Resources Director Review:

Zenovy Jakymiw \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: 03-02

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Service Center Supervisor**

**REPORTS TO: Purchasing & Materials Manager**

**FLSA: Non-Exempt**

**SUPERVISES: Varies**

**CLASS CODE: 0660**

**DEPARTMENT: Business Services**

### **CLASS SUMMARY:**

Incumbents are responsible for performing full supervisory responsibilities over the Service Center warehouse, operations, and staff.

### **DISTINGUISHING CHARACTERISTICS:**

The Service Center Supervisor is the fourth level in a four level fire material services series. The Service Center Supervisor is distinguished from the Service Center Lead by its full supervisory responsibilities.

**ESSENTIAL FUNCTIONS:** (These duties are intended to be representative sample of the duties performed by the class.)

Supervises employees, which includes: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; and making hiring, termination and disciplinary recommendations.

Plans, coordinates, manages, and supervises the receipt, storage, and delivery of supplies, materials, mail, and equipment into and out of the Service Center warehouse and throughout the Authority; ensures warehousing facilities and their contents are maintained in an orderly, clean, and safe condition.

Plans, coordinates, manages, supervises, and responds on Service Center operated emergency response unit(s).

Assists in establishing procedures for inventory control, warehousing, storeroom, and delivery operations.

Supervises the outfitting of emergency equipment and apparatus.

Plans and coordinates preventive maintenance schedules for Service Center vehicles.

Plans, coordinates, and supervises the delivery of specialized emergency support; ensures appropriate levels of coverage for emergency response units.





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Supervisor

Participates in the budget process, including monitoring and controlling expenditures, submitting budget requests, and/or other related activities.

Manages the activities of contract workers.

Compiles and prepares a variety of inventory and section activity reports.

Plans, coordinates, manages, and supervises the receipt, storage, and distribution of surplus property.

Reviews and participates in the inventory of stock; establishes stock levels.

Conducts studies of warehousing methods and procedures; recommends and implements improvements; coordinates the implementation of new systems, policies, and procedures.

Performs other duties of a similar nature or level.

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### **MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE (position requirements at entry):**

High School Diploma, or General Equivalency Diploma (GED), and four years of progressively responsible fire service technician and/or central warehouse and inventory control experience, including one year as a lead; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above. Fire experience is desirable.

#### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Valid California Driver's License.

#### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Supervisory principles;
- Principles, methods, and practices of large material management warehouse operations;
- Inventory methods;
- Recordkeeping practices;
- Safety procedures and standards;
- Principles and practices of work planning and scheduling;
- Negotiation techniques;
- Report writing methods;



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Supervisor

- Budget principles;
- Fire service inventory and equipment requirements.

#### **SKILLS (position requirements at entry):**

Skill in:

- Supervising and monitoring employees;
- Prioritizing and assigning work;
- Monitoring and controlling expenditures;
- Writing reports;
- Evaluating workflow;
- Operating warehouse equipment;
- Negotiating contracts;
- Developing and implementing policies and procedures;
- Planning, coordinating, and supervising warehousing operations;
- Developing preventive maintenance schedules;
- Coordinating the implementation of automation systems;
- Performing inventory;
- Establishing stock levels;
- Conducting studies;
- Planning, coordinating, and supervising the receipt, storage, and distribution of surplus property;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

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#### **PHYSICAL REQUIREMENTS:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, driving, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

**Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

#### **WORKING CONDITIONS:**

Incumbents may be subjected to moving mechanical parts, electrical currents, dusts, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, workspace restrictions, intense noises, and travel.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Service Center Supervisor**

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**NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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**Classification History:**

Draft prepared by Fox Lawson and Associates LLC (LM), Date: 9/01

Final prepared by OCFA, Date: 03-02

Human Resources Director Review:

Zenovy Jakymiw \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: 03-02

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Fleet Assistant**

**REPORTS TO: Fleet Services Supervisor**

**FLSA: Non-Exempt**

**SUPERVISES: N/A**

**CLASS CODE: 0615**

**DEPARTMENT: Logistics**

### **CLASS SUMMARY:**

Under direct supervision, performs a variety of routine tasks related to transporting fire apparatus and vehicles to a variety of locations; maintains cleanliness of work area; and performs related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS:**

This is an entry-level, stand-alone classification. Initially under close supervision, incumbents learn and perform routine duties associated with driving fire apparatus and vehicles to different locations. As experience is gained, assignments become more varied; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. This class is distinguished from the Assistant Fire Apparatus Technician in that the latter performs entry-level semi-skilled activities related to preventative maintenance and tire work in the Fleet Division.

Receives direct supervision from assigned supervisory and management staff. Exercises no direct supervision over staff.

**ESSENTIAL FUNCTIONS:** *Management reserves the right to add, modify, change, or rescind the work assignments of different positions, and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Transports fire apparatus and vehicles to and from Authority fire stations, Authority headquarters, or to and from vendors.
- Inspects vehicles prior to usage including checking for fuel, tire tread, windshield, mirrors, brakes, oil, transmission fluids, lights, etc., and places orders for repairs.
- Maintains Fleet Division premises and vehicle wash areas; empties trash cans.
- Fuels vehicles as needed; ensures pool vehicle area is organized and vehicles are ready to use in case of an emergency situation; assists staff in setting up weekend pool vehicle lineup.
- Steam cleans vehicles and apparatus.
- Assists Fleet Division Fire Apparatus/Parts Specialist with pick up and deliveries as assigned.
- Records fuel levels in fuel station tanks.
- Performs related duties as assigned.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Fleet Assistant

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#### **MINIMUM QUALIFICATIONS:**

##### **EDUCATION AND EXPERIENCE (position requirements at entry):**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to completion of the twelfth (12<sup>th</sup>) grade.

One (1) year of responsible experience in operating a motor vehicle or cargo van or an equivalent combination of training and experience.

##### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Possession of a valid Class B California driver's license with air brakes endorsement at time of appointment. Must have tanker endorsement within six (6) months of appointment.

This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status. Additionally, the incumbent is subject to the provisions of the Department of Transportation (DOT) regulations, which includes DOT pre-employment drug testing and random drug and alcohol testing while employed in this classification.

##### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Orange County geography and street layout.
- Safe driving practices and techniques; applicable California Vehicle Codes.
- Care, maintenance, and operation of vehicles.
- Basic custodial skills.
- Business arithmetic.
- GPS for driving purposes.
- Hand and power tools used in the course of work.
- Lifting and carrying techniques.
- Delivery practices.
- Record keeping principles and procedures.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and OCFA staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

##### **SKILLS (position requirements at entry):**

Skill in:



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Fleet Assistant

- Driving fire apparatus and vehicles in a safe and effective manner.
- Reading and following maps and/or using GPS to determine best routes.
- Operating a variety of hand and power tools used in the course of work.
- Cleaning and caring for assigned areas and equipment.
- Loading and unloading a variety of items.
- Making accurate arithmetic calculations.
- Basic principles and procedures of record-keeping and reporting.
- Understanding and following oral and written instructions.
- Understanding, interpreting, and applying all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Learning to independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Using tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively using computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicating clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.

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### **PHYSICAL REQUIREMENTS:**

Must possess mobility to work in and around a standard vehicle repair shop setting; strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend from fire apparatus and vehicles, to operate varied hand and power tools and equipment, and to operate fire apparatus and motor vehicles and visit various County sites; and vision to inspect and operate equipment and vehicles. The job involves fieldwork requiring frequent walking in operational areas. Finger dexterity is needed to operate and tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights with the appropriate equipment on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff. Employees must wear and use the proper Personal Protective Equipment (PPE).

### **WORKING CONDITIONS:**

Employees primarily work in a centralized maintenance shop and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, hazardous physical substances and fumes, dust and air contaminants. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

May be assigned to respond to emergencies during evenings, weekends, and/or holidays.

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Fleet Assistant

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**NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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**Classification History:**

Prepared by Koff and Associates; Date: July 2019

Final prepared by OCFA; Date: August 2019

Interim Human Resources Director Review:

Lori Zeller \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: PENDING / Tentative September 26, 2019

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Supply Services Specialist

**REPORTS TO:** Varies

**FLSA:** Non-Exempt

**SUPERVISES:** N/A

**CLASS CODE:** TBD

**DEPARTMENT:** Varies

#### **CLASS SUMMARY:**

Under general supervision and depending on assignment, orders, receives, stores, and manages the inventory of supplies to various Authority divisions and fire stations including counting, restocking, organizing, and labeling; and performs related duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS:**

This is a fully qualified, journey-level, stand-alone classification. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Service Center Technician class series in that the latter performs repair, service, and maintenance of a variety of firefighting tools, safety equipment, and other related fire department apparatus.

Receives general supervision from assigned supervisory and/or management staff. Exercises no direct supervision over staff.

**ESSENTIAL FUNCTIONS:** *Management reserves the right to add, modify, change, or rescind the work assignments of different positions, and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Maintains warehouse and distribution standards and procedures.
- When assigned to the EMS Division, manages the inventory of Emergency Medical Supplies at all OCFA fire stations including ordering, stocking, issuing, packaging, shipping, counting, restocking, organizing, and labeling.
- Consults with OCFA staff to determine specific purchasing needs and specifications when necessary.
- Establishes successful vendor relationships; checks prices to ensure procurement at an acceptable cost.
- Writes purchase orders in accordance with OCFA policies.
- Inputs and retrieves inventory information using a computer workstation or mobile device; verifies information on computer-generated documents.
- Maintains computerized inventory management system for OCFA fire station staff; generates reports as required.
- Checks supplies, including substitute items, against specifications to determine appropriateness.
- Ensures security of supplies.
- Sorts and places inventory in storage areas, shelves, or bins as required; receives goods from vendors and checks for proper quality, quantity, condition, and price.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Supply Services Specialist

- Coordinates with Service Center staff on the restocking of supplies pulled from OCFA fire stations and efficient methods of delivering supplies accurately and efficiently in emergency situations.
- When assigned to the EMS Division, educates and informs OCFA fire station staff on use and location of Resident Medical Information (RMI) Cards; explains distribution procedures for the RMI cards and transition of patient information to the RMI form.
- When assigned to the EMS Division, maintains the Emergency Medical Supply Mapping system to process and move expiring supplies to fire stations with higher call volumes.
- When assigned to the EMS Division, educates OCFA fire station staff on ordering of Emergency Medical Supplies for their respective station; performs cost analysis of station purchases and explains cost breakdowns and prices of supplies in an easy to understand format.
- Inspects vehicle prior to usage including checking for fuel, tire tread, windshield, mirrors, brakes, oil transmission fluids, lights, etc. and places orders for repairs; maintains cleanliness of vehicle and washes vehicle.
- Responds to emergency incidents to deliver supplies during the workday, nights, weekends or holidays.
- Performs special projects as assigned.
- Performs related duties as assigned.

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### **MINIMUM QUALIFICATIONS:**

**EDUCATION AND EXPERIENCE (position requirements at entry):** *Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to completion of the twelfth (12<sup>th</sup>) grade.

Two (2) years of experience performing inventory work including maintenance of computer-based inventory systems.

### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

Possession of, or ability to obtain, a valid Class C California driver's license by time of appointment.

This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.

### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Common medical supplies and equipment and their proper methods of use and storage.
- Methods and procedures involved in the maintenance of accurate inventory records.
- Inventory control methods and techniques.
- Warehousing practices and methods.
- Storekeeping and purchasing terminology.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Supply Services Specialist

- Supply sources and pricing standards.
- Proper methods of receiving and storing a variety of supplies; lifting and carrying techniques.
- Orange County geography and street layout.
- Safe driving practices and techniques; applicable California Vehicle Codes.
- Care, maintenance, and operation of vehicles.
- GPS for driving purposes.
- Delivery practices.
- Business arithmetic.
- Principles and procedures of record-keeping and reporting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and OCFA staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

#### **SKILLS (position requirements at entry):**

Skill in:

- Maintain an accurate inventory and record-keeping system; maintain perpetual inventory records to ensure adequate stock on hand.
- Gather, organize, analyze, and present a variety of data and information.
- Determine priorities based on staff needs and work with short deadlines.
- Drive vehicles in a safe and effective manner.
- Read and follow maps and/or use GPS to determine best routes.
- Load and unload a variety of items.
- Make accurate arithmetic calculations.
- Maintain a variety of filing, record-keeping, and tracking systems.
- Clean and care for assigned areas and equipment.
- Understand and follow oral and written instructions.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organize work, set priorities, meet critical deadlines, and follow up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

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#### **PHYSICAL REQUIREMENTS:**



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Supply Services Specialist

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Must possess mobility to work in a warehouse environment and in the field; strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend from ladders to reach shelving, and to operate a motor vehicle and visit various County sites; vision including color vision to inspect supplies and operate equipment. The job involves fieldwork requiring frequent walking in operational areas and driving to various County sites. Finger dexterity is needed to operate equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights with the appropriate equipment on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff.

#### **WORKING CONDITIONS:**

Employees work in OCFA buildings, facilities, and in the field and are exposed to loud and excessive noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, hazardous physical substances and odors, and fumes, dust and air contaminants.

May be required to respond to emergencies during evenings, weekends, and/or holidays. Unscheduled overtime work is required to support various emergencies during evenings, weekends, and/or holidays.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Prepared by Koff and Associates; Date: July 2019

Final prepared by OCFA; Date: August 2019

Interim Human Resources Director Review:

Lori Zeller \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: PENDING / Tentative September 26, 2019

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: US&R Warehouse and Logistics Specialist**

**REPORTS TO: Fire Battalion Chief**

**FLSA: Non-Exempt**

**SUPERVISES: N/A**

**CLASS CODE: TBD**

**DEPARTMENT: Operations**

### **CLASS SUMMARY:**

Under general supervision, performs logistical functions involving preparing, coordinating, and maintaining the OCFA's Urban Search and Rescue (US&R) Task Force equipment cache in an appropriate state of readiness for immediate deployment; receives, stores, and issues a variety of specialized fire and emergency supplies, materials, and equipment; transports and stocks inventory; operates vehicles and performs minor upkeep; maintains the US&R warehouse; supports local training classes and emergency incidents; may deploy with the US&R Task Force to emergency incidents; and performs related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS:**

This is a fully qualified journey-level, stand-alone classification. Positions at this level are distinguished by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Service Center Technician classes in that the latter classes do not travel to disaster sites around the United States with the US&R Task Force nor perform extensive fabrication of equipment for OCFA apparatus.

Receives general supervision from a Fire Battalion Chief (US&R Program Manager). Exercises no direct supervision over staff.

**ESSENTIAL FUNCTIONS:** *Management reserves the right to add, modify, change, or rescind the work assignments of different positions, and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Maintains US&R Task Force equipment cache in a state of readiness; schedules and/or performs maintenance on equipment as needed including generators, SCBA equipment, oxygen cylinders, and batteries; researches new equipment purchases or recommends the purchases of new items to support, augment or replace aging items in the cache.
- Records and maintains computer and hard copy records for US&R supplies, equipment, and maintenance activities.
- Maintains US&R Task Force member database including contact information, required training certifications, and other information required by Federal Emergency Management Agency (FEMA).
- Researches and prepares specifications and purchase requests for US&R Personal Protective





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: US&R Warehouse and Logistics Specialist

Equipment (PPE) and clothing; outfits new US&R team members with PPE and clothing; cleans, maintains, and organizes US&R clothing stock in specified storage location.

- Receives, inspects, accepts and stores a variety of supplies, materials, and equipment including specialized fire and emergency supplies and equipment; packages goods for shipment and organizes materials for deliveries.
- Issues a variety of materials, tools, and equipment to US&R team members; exchanges damaged, expired, or non-functioning equipment received from US&R team members.
- Performs inventory on US&R Task Force supplies, materials, and equipment as required.
- Maintains security and cleanliness of the US&R warehouse.
- Operates heavy equipment including forklifts, generators, hydraulic lifts, electric pallet jack, and off-road vehicles in an efficient and safe manner.
- Lifts heavy supplies, materials, and equipment; loads and unloads semi-trailers; transports heavy equipment.
- Drives vehicles to and from OCFA fire stations and the US&R warehouse to deliver supplies, materials, equipment, furniture and other items.
- Inspects vehicle prior to usage including checking for fuel, tire tread, windshield, mirrors, brakes, oil transmission fluids, lights, etc. and places orders for repairs; maintains cleanliness of vehicle and washes vehicle.
- Follows FEMA guidelines on the rehabilitation of equipment and tools following usage in training situations and/or emergency calls.
- Provides logistics support to various training drills, education classes, and emergency incidents as needed with equipment and supplies.
- Operates, tests, repairs, and replaces a variety of equipment, hand tools, light shop equipment, and/or other related equipment.
- Responds to emergency incidents to provide supplies, materials, and equipment during the workday, nights, weekends or holidays; may respond with the US&R Task Force to national disaster sites.
- Attends required FEMA training classes and conferences including those located outside of California.
- Assists in coordination and set-up of special events; sets up conference rooms for meetings; moves office furniture and equipment.
- Performs related duties as assigned.

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#### **MINIMUM QUALIFICATIONS:**

**EDUCATION AND EXPERIENCE** (position requirements at entry): *Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to completion of the twelfth (12<sup>th</sup>) grade.

Two (2) years of experience in procuring, receiving, storing, issuing, stocking, and inventorying



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: US&R Warehouse and Logistics Specialist

supplies and materials in a computerized supply environment and/or related mechanical maintenance and repair work experience.

#### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Possession of, or ability to obtain, a valid Class C California driver's license by time of appointment. This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.
- Depending on assignment, possession of, or ability to obtain, a valid California Class A driver's license with Tanker and Hazardous Materials Endorsement within twelve (12) months of appointment. Incumbents with a Class A license are subject to the provisions of the Department of Transportation (DOT) regulations, which includes DOT pre-employment drug testing and random drug and alcohol testing while employed in this classification.
- Possession of, or ability to obtain a FEMA ICS 100, 200, 700, 800, and Ethics certifications within six (6) months of appointment.
- Possession of, or ability to obtain certification in WMD Enhanced Operations (computer based and instructor lead training), AWR-160 within six (6) months of appointment.
- Possession of, or ability to obtain, a valid Forklift Operator Certification within six (6) months of appointment.
- Possession of, or ability to obtain IATA, CFR 49, AF-MAN 24-204 certification within twelve (12) months of appointment.
- Depending on assignment, possession of, or ability to obtain FEMA Logistics Specialist Training within twelve (12) months of appointment.

#### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Inventory control methods and techniques.
- Warehousing practices and methods.
- Storekeeping and purchasing terminology.
- Proper methods of receiving and storing a variety of supplies, materials, tools and equipment; lifting and carrying techniques.
- Hand and power tools used in the course of work.
- Orange County geography and street layout.
- Safe driving practices and techniques; applicable California Vehicle Codes.
- Care, maintenance, and operation of vehicles.
- GPS for driving purposes.
- Delivery practices.
- Business arithmetic.
- Basic principles and procedures of record-keeping and reporting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and OCFA staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: US&R Warehouse and Logistics Specialist

- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

#### **SKILLS (position requirements at entry):**

Skill in:

- Operating, maintaining, and performing light repair and servicing of a variety of tools, equipment, and safety apparatus used by US&R Task Force members.
- Maintaining an accurate inventory and record-keeping system.
- Maintaining and updating detailed training records.
- Conducting research regarding goods; collecting bids; and recommending purchases.
- Preparing purchase orders and processing invoices; generating related reports.
- Operating a variety of hand and power tools used in the course of work.
- Driving and operating heavy equipment and vehicles in a safe and effective manner.
- Reading and following maps and/or using GPS to determine best routes.
- Loading and unloading a variety of items.
- Making accurate arithmetic calculations.
- Maintaining a variety of filing, record-keeping, and tracking systems.
- Cleaning and caring for assigned areas and equipment.
- Understanding and following oral and written instructions.
- Understanding, interpreting, and applying all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organizing work, setting priorities, meeting critical deadlines, and following-up on assignments.
- Using tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively using computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicating clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.

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#### **PHYSICAL REQUIREMENTS:**

Must possess mobility to work in a warehouse environment and in the field; strength, stamina, and mobility to perform medium to heavy physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various County sites; vision including color vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights with the appropriate equipment on a frequent/occasional basis,



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: US&R Warehouse and Logistics Specialist

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in all cases with the use of proper equipment and/or assistance from other staff. Employees must wear and use the proper Personal Protective Equipment (PPE) appropriate for the work and environment for which they are working.

#### **WORKING CONDITIONS:**

Employees work in OCFA buildings, facilities, and in the field and are exposed to loud and excessive noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, vermin, insects, and parasites, biologic and infectious agents, and hazardous physical substances and odors, fumes, dust and air contaminants. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

May be assigned to on-call duty and to work various shifts or emergencies during evenings, weekends, and/or holidays. May respond with the US&R Task Force to national disaster sites.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Prepared by Koff and Associates; Date: July 2019

Final prepared by OCFA; Date: August 2019

Interim Human Resources Director Review:

Lori Zeller \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: PENDING / Tentative September 26, 2019

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Technician I

**REPORTS TO:** Service Center Supervisor      **FLSA:** Non-Exempt

**SUPERVISES:** N/A      **CLASS CODE:** TBD

**DEPARTMENT:** Logistics

#### **CLASS SUMMARY:**

Under immediate supervision, performs a variety of routine and semi-skilled duties to repair, service, and maintain a variety of firefighting tools, safety equipment, and other related fire department apparatus; receives, stores, and issues a variety of specialized fire and emergency supplies, materials, and equipment; and performs related duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS:**

The Service Center Technician I is the first level in a five level Service Center Technician series. This is the entry-level classification in the Service Center Technician series. Initially under close supervision, incumbents learn and perform routine duties in the Service Center including the repair and servicing of tools and equipment and the receipt, storage, and issuance of fire and emergency supplies. As experience is gained, assignments become more varied, complex, and difficult; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Positions at this level usually perform most of the duties required of the positions at the Service Center Technician II level but are not expected to function at the same skill level, and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise.

Positions in the Service Center Technician class series are flexibly staffed; positions at the Service Center Technician II level are normally filled by advancement from the Service Center Technician I level; progression to the Service Center Technician II level is dependent on (i) management affirmation that the position is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and (iv) management approval for progression to the Service Center Technician II level.

Receives immediate supervision from assigned supervisory and management staff, and/or functional direction and training from a Senior Service Center Technician. Exercises no direct supervision over staff.

**ESSENTIAL FUNCTIONS:** *Management reserves the right to add, modify, change, or rescind the work assignments of different positions, and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

*Positions at the Service Center Technician I level may perform some of these duties and responsibilities in a learning capacity.*



# **ORANGE COUNTY FIRE AUTHORITY**

## **CLASS SPECIFICATIONS**

### **Job Title: Service Center Technician I**

- Receives, inspects, accepts and stores a variety of supplies, materials, and equipment including specialized fire and emergency supplies and equipment including Personnel Protective Equipment (PPE) and clothing; packages goods for shipment and organizes materials for deliveries.
- Issues a variety of materials, tools, and equipment to OCFA staff; exchanges damaged, expired, or non-functioning equipment received from OCFA staff.
- Perform inventory on supplies, materials, and equipment as required.
- Records and maintains computer and hard copy records for supplies, equipment, and maintenance activities.
- Staffs the Service Center counter and answers questions and fulfills requests; communicates with OCFA staff via e-mail, telephones, and two-way radios.
- Lifts heavy supplies, materials, and equipment; transports heavy equipment.
- Drives vehicles to a variety of destinations to deliver mail, supplies, materials, equipment, furniture and other items.
- Inspects vehicle prior to usage including checking for fuel, tire tread, windshield, mirrors, brakes, oil transmission fluids, lights, etc. and places orders for repairs; maintains cleanliness of vehicle and washes vehicle.
- Operates forklift, dolly, electric pallet jack or other assisted devices in an efficient and safe manner.
- Inspects, repairs, mends, and launders PPE gear; picks up contaminated PPE and delivers loaner PPE to OCFA staff; sews and irons on patches and name tags to clothing; places decals on helmets; sizes and outfits fire academy explorer and academy groups.
- Engraves or marks tools with unit numbers; assists Senior Fire Equipment Technicians with making applying, and/or removing OCFA decals, seals, signage, and/or numbers on/from apparatus; laminates items.
- Performs routine inspections, maintenance, and repairs on all self-contained breathing apparatus (SCBA) and bottles, resuscitators, oxygen cylinders and NI-Cad batteries; operates a mobile breathing air compressor to refill breathing apparatus bottles at the Service Center or out in the field during emergencies; monitors and calibrates refill stations to mandated levels; manages testing programs for all SCBA systems and oxygen cylinders to meet department standards and State and Federal regulations; coordinates the testing of breathing apparatus bottles with SCBA vendor; inspects bottles upon return from testing and creates labels identifying date of required retesting; fit tests fire suppression personnel with breathing apparatus masks.
- Operates, tests, repairs, and replaces a variety of equipment, hand tools, light shop equipment, and/or other related equipment.
- Responds to emergency incidents to provide supplies, materials, and equipment during the workday, nights, weekends or holidays.
- Assists in coordination and set-up of special events; set-up conference rooms for meetings; moves office furniture and equipment.
- Performs related duties as assigned.

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### **MINIMUM QUALIFICATIONS:**



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Technician I

**EDUCATION AND EXPERIENCE** (position requirements at entry): *Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to completion of the twelfth (12<sup>th</sup>) grade.

One (1) year of experience receiving, storing, issuing, stocking, and inventorying supplies and materials in a computerized supply environment and/or related mechanical maintenance and repair work experience.

**LICENSES AND CERTIFICATIONS** (position requirements at entry):

- Possession of, or ability to obtain, a valid Class C California driver's license by time of appointment.
- Possession of, or ability to obtain, a valid California driver's Class B license within six (6) months of appointment.

This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status. Additionally, the incumbent with a Class B license is subject to the provisions of the Department of Transportation (DOT) regulations, which includes DOT pre-employment drug testing and random drug and alcohol testing while employed in this classification.

**KNOWLEDGE** (position requirements at entry):

Knowledge of:

- Working knowledge of inventory control methods and techniques.
- Working knowledge of warehousing practices and methods.
- Working knowledge of storekeeping and purchasing terminology.
- Learn the principles, practices, methods, equipment, materials, and tools used in the maintenance and repair of fire apparatus and self-contained breathing apparatus (SCBA).
- Learn the proper methods of receiving and storing a variety of supplies, materials, tools and equipment; lifting and carrying techniques.
- Hand and power tools used in the course of work.
- Orange County geography and street layout.
- Safe driving practices and techniques; applicable California Vehicle Codes.
- Care, maintenance, and operation of vehicles.
- GPS for driving purposes.
- Delivery practices.
- Business arithmetic.
- Basic principles and procedures of record-keeping and reporting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and OCFA staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Technician I

task coordination, including computers and software programs relevant to work performed.

#### **SKILLS (position requirements at entry):**

Skill in:

- Repairing and servicing a variety of tools, equipment, and safety apparatus used by OCFA staff including self-contained breathing apparatus (SCBA).
- Maintaining an accurate inventory and record-keeping system.
- Operating a variety of hand and power tools used in the course of work.
- Driving vehicles in a safe and effective manner.
- Reading and following maps and/or use GPS to determine best routes.
- Loading and unloading a variety of items.
- Making accurate arithmetic calculations.
- Maintaining a variety of filing, record-keeping, and tracking systems.
- Cleaning and caring for assigned areas and equipment.
- Understanding and following oral and written instructions.
- Understanding, interpreting, and applying all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organizing work, setting priorities, meeting critical deadlines, and following-up on assignments.
- Using tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively using computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicating clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.

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#### **PHYSICAL REQUIREMENTS:**

Must possess mobility to work in a warehouse environment and in the field; strength, stamina, and mobility to perform medium to heavy physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend from fire apparatus and vehicles, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various County sites; vision including color vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights with the appropriate equipment on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff. Employees must wear and use the proper Personal Protective Equipment (PPE).



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Technician I

#### **WORKING CONDITIONS:**

Employees work in OCFA buildings, facilities, and in the field and are exposed to loud and excessive noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, vermin, insects, and parasites, biologic and infectious agents, hazardous physical substances and odors, fumes, dust and air contaminants, and work at heights using stationary and mobile ladders. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

May be assigned to on-call duty and to work various shifts or emergencies during evenings, weekends, and/or holidays. Unscheduled overtime work is required to support various emergencies during evenings, weekends, and/or holidays.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Prepared by Koff and Associates; Date: July 2019

Final prepared by OCFA; Date: August 2019

Interim Human Resources Director Review:

Lori Zeller \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: PENDING / Tentative September 26, 2019

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Technician II

**REPORTS TO:** Service Center Supervisor      **FLSA:** Non-Exempt

**SUPERVISES:** N/A      **CLASS CODE:** 0620

**DEPARTMENT:** Logistics

#### **CLASS SUMMARY:**

Under general supervision, performs a variety of routine and semi-skilled duties to repair, service, and maintain a variety of firefighting tools, safety equipment, and other related fire department apparatus; receives, stores, and issues a variety of specialized fire and emergency supplies, materials, and equipment; and performs related duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS:**

The Service Center Technician II is the second level in a five level Service Center Technician series. This is the fully qualified journey-level classification in the Service Center Technician series. Positions at this level are distinguished from the Service Center Technician I level by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Senior Service Center Technician in that the latter performs the more complex work assigned to the series and provides technical and functional direction over lower level staff.

Positions in the Service Center Technician class series are flexibly staffed; positions at the Service Center Technician II level are normally filled by advancement from the Service Center Technician I level; progression to the Service Center Technician II level is dependent on (i) management affirmation that the position is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and (iv) management approval for progression to the Service Center Technician II level.

Receives general supervision from assigned supervisory and management staff, and/or functional direction and training from a Senior Service Center Technician. Exercises no direct supervision over staff.

**ESSENTIAL FUNCTIONS:** *Management reserves the right to add, modify, change, or rescind the work assignments of different positions, and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Receives, inspects, accepts and stores a variety of supplies, materials, and equipment including specialized fire and emergency supplies and equipment including Personnel Protective Equipment (PPE) and clothing; packages goods for shipment and organizes materials for deliveries.
- Issues a variety of materials, tools, and equipment to OCFA staff; exchanges damaged, expired, or



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Technician II

- non-functioning equipment received from OCFA staff.
- Perform inventory on supplies, materials, and equipment as required.
- Records and maintains computer and hard copy records for supplies, equipment, and maintenance activities.
- Staffs the Service Center counter and answers questions and fulfills requests; communicates with OCFA staff via e-mail, telephones, and two-way radios.
- Lifts heavy supplies, materials, and equipment; transports heavy equipment.
- Drives vehicles to a variety of destinations to deliver mail, supplies, materials, equipment, furniture and other items.
- Inspects vehicle prior to usage including checking for fuel, tire tread, windshield, mirrors, brakes, oil transmission fluids, lights, etc. and places orders for repairs; maintains cleanliness of vehicle and washes vehicle.
- Operates forklift, dolly, electric pallet jack or other assisted devices in an efficient and safe manner.
- Inspects, repairs, mends, and launders PPE gear; picks up contaminated PPE and delivers loaner PPE to OCFA staff; sews and irons on patches and name tags to clothing; places decals on helmets; sizes and outfits fire academy explorer and academy groups.
- Engraves or marks tools with unit numbers; assists Senior Fire Equipment Technicians with making applying, and/or removing OCFA decals, seals, signage, and/or numbers on/from apparatus; laminates items.
- Performs routine inspections, maintenance, and repairs on all self-contained breathing apparatus (SCBA) and bottles, resuscitators, oxygen cylinders and NI-Cad batteries; operates a mobile breathing air compressor to refill breathing apparatus bottles at the Service Center or out in the field during emergencies; monitors and calibrates refill stations to mandated levels; manages testing programs for all SCBA systems and oxygen cylinders to meet department standards and State and Federal regulations; coordinates the testing of breathing apparatus bottles with SCBA vendor; inspects bottles upon return from testing and creates labels identifying date of required retesting; fit tests fire suppression personnel with breathing apparatus masks.
- Operates, tests, repairs, and replaces a variety of equipment, hand tools, light shop equipment, and/or other related equipment.
- Responds to emergency incidents to provide supplies, materials, and equipment during the workday, nights, weekends or holidays.
- Assists in coordination and set-up of special events; set-up conference rooms for meetings; moves office furniture and equipment.
- Performs related duties as assigned.

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### **MINIMUM QUALIFICATIONS:**

**EDUCATION AND EXPERIENCE** (position requirements at entry): *Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to completion of the twelfth (12<sup>th</sup>) grade.

Two (2) years of experience performing duties similar to that of a Service Center Technician II with the



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Technician II

OCFA or other fire agency.

#### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Possession of, or ability to obtain, a valid Class C California driver's license by time of appointment.
- Possession of, or ability to obtain, a valid California driver's Class B license within six (6) months of appointment.

This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status. Additionally, the incumbent with a Class B license is subject to the provisions of the Department of Transportation (DOT) regulations, which includes DOT pre-employment drug testing and random drug and alcohol testing while employed in this classification.

#### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Working knowledge of inventory control methods and techniques.
- Working knowledge of warehousing practices and methods.
- Working knowledge of storekeeping and purchasing terminology.
- Learn the principles, practices, methods, equipment, materials, and tools used in the maintenance and repair of fire apparatus and self-contained breathing apparatus (SCBA).
- Learn the proper methods of receiving and storing a variety of supplies, materials, tools and equipment; lifting and carrying techniques.
- Hand and power tools used in the course of work.
- Orange County geography and street layout.
- Safe driving practices and techniques; applicable California Vehicle Codes.
- Care, maintenance, and operation of vehicles.
- GPS for driving purposes.
- Delivery practices.
- Business arithmetic.
- Basic principles and procedures of record-keeping and reporting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and OCFA staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

#### **SKILLS (position requirements at entry):**

Skill in:

- Repairing and servicing a variety of tools, equipment, and safety apparatus used by OCFA staff



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Technician II

- including self-contained breathing apparatus (SCBA).
- Maintaining an accurate inventory and record-keeping system.
- Operating a variety of hand and power tools used in the course of work.
- Driving vehicles in a safe and effective manner.
- Reading and following maps and/or use GPS to determine best routes.
- Loading and unloading a variety of items.
- Making accurate arithmetic calculations.
- Maintaining a variety of filing, record-keeping, and tracking systems.
- Cleaning and caring for assigned areas and equipment.
- Understanding and following oral and written instructions.
- Understanding, interpreting, and applying all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organizing work, setting priorities, meeting critical deadlines, and following-up on assignments.
- Using tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively using computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicating clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.

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#### **PHYSICAL REQUIREMENTS:**

Must possess mobility to work in a warehouse environment and in the field; strength, stamina, and mobility to perform medium to heavy physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend from fire apparatus and vehicles, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various County sites; vision including color vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights with the appropriate equipment on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff. Employees must wear and use the proper Personal Protective Equipment (PPE).

#### **WORKING CONDITIONS:**

Employees work in OCFA buildings, facilities, and in the field and are exposed to loud and excessive noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, vermin, insects, and parasites, biologic and infectious agents, hazardous physical substances and odors, fumes, dust and air

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Technician II

contaminants, and work at heights using stationary and mobile ladders. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

May be assigned to on-call duty and to work various shifts or emergencies during evenings, weekends, and/or holidays. Unscheduled overtime work is required to support various emergencies during evenings, weekends, and/or holidays.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Prepared by Koff and Associates; Date: July 2019

Final prepared by OCFA; Date: August 2019

Interim Human Resources Director Review:

Lori Zeller \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: PENDING / Tentative September 26, 2019

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Senior Service Center Technician**

**REPORTS TO: Service Center Supervisor      FLSA: Non-Exempt**

**SUPERVISES: N/A      CLASS CODE: 0630**

**DEPARTMENT: Logistics**

### **CLASS SUMMARY:**

Under general supervision, performs a wide variety of semi-skilled and skilled activities, including mechanical repair and fabrication for specialized fire equipment; performs a variety of specialized warehousing activities; and performs related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS:**

The Senior Service Center Technician is the third level in a five level Service Center Technician series. This is the advanced-level classification in the Service Center Technician series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform assigned duties/ensure efficient and effective servicing function of the assigned program area. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to deliver services and complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements. This class is distinguished from the Service Center Lead in that the latter is responsible for performing advanced level work associated with this class series as well as providing training and lead direction over the work of the Service Center staff.

Receives general supervision from the Service Center Supervisor. Exercises technical and functional direction over and provides training to less experienced staff.

**ESSENTIAL FUNCTIONS:** *Management reserves the right to add, modify, change, or rescind the work assignments of different positions, and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Oversees specific sections within the Service Center; SCBA Room, PPE/Sign Room, Small Engine Repair Room, Fire Equipment Section, and Fire Apparatus Outfitting Section. Utilizes inventory management skills, budgeting skills, purchasing skills, and time management skills in each of these sections.
- Purchases a variety of equipment, materials, and supplies; establishes and maintains assigned purchase orders, blanket order contracts, special procurement needs, and one-time purchases.
- Measures, cuts, drills and modifies various OCFA apparatus to custom fit; modifies aluminum and galvanized steel products; outfits new and rotating apparatus; fabricates, constructs, and outfits new apparatus with bracketry and mounts for equipment stored on each apparatus including hoses and ladders.
- Engraves or marks tools with unit numbers; designs, makes, applies, and/or removes OCFA decals, seals, signage, and/or numbers on/from apparatus; laminates items.



# **ORANGE COUNTY FIRE AUTHORITY**

## **CLASS SPECIFICATIONS**

### **Job Title: Senior Service Center Technician**

- Performs routine inspections, maintenance, and repairs on all self-contained breathing apparatus (SCBA) and bottles, resuscitators, oxygen cylinders and NI-Cad batteries; operates a mobile breathing air compressor to refill breathing apparatus bottles at the Service Center or out in the field during emergencies; monitors and calibrates refill stations to mandated levels; manages testing programs for all SCBA systems and oxygen cylinders to meet department standards and State and Federal regulations; coordinates the testing of breathing apparatus bottles with SCBA vendor; inspects bottles upon return from testing and creates labels identifying date of required retesting; fit tests fire suppression personnel with breathing apparatus masks.
- Receives, inspects, accepts and stores a variety of supplies, materials, and equipment including specialized fire and emergency supplies and equipment including Personnel Protective Equipment (PPE) and clothing; coordinates, prepares, and schedules goods for shipment and organizes materials for deliveries.
- Issues a variety of materials, tools, and equipment to OCFA staff; exchanges damaged, expired, or non-functioning equipment received from OCFA staff.
- Maintains inventory of fire equipment; enters inventory information into a computerized database; performs inventory on supplies, materials, and equipment as required.
- Records and maintains computer and hard copy records for supplies, equipment, and maintenance activities.
- Provides training to lower level employees on Service Center operations including equipment use and repair and established work practices, and policies and procedures.
- Operates, tests, repairs, and replaces a variety of equipment, hand tools, small engines, light shop equipment, and/or other related equipment.
- Staffs the Service Center counter and answers questions and fulfills requests; communicates with OCFA staff via e-mail, telephones, and two-way radios.
- Lifts heavy supplies, materials, and equipment; transports heavy equipment.
- Drives vehicles to a variety of destinations to deliver mail, supplies, materials, equipment, furniture and other items.
- Inspects vehicles prior to usage including checking for fuel, tire tread, windshield, mirrors, brakes, oil transmission fluids, lights, etc. and places orders for repairs; maintains cleanliness of vehicle and washes vehicle.
- Operates forklift, dolly, electric pallet jack or other assisted devices in an efficient and safe manner.
- Inspects, repairs, mends, and launders PPE gear; picks up contaminated PPE and delivers loaner PPE to OCFA staff; sews and irons on patches and name tags to clothing; places decals on helmets; sizes and outfits fire academy explorer and academy groups.
- Responds to emergency incidents to provide supplies, materials, and equipment during the workday, nights, weekends or holidays.
- Assists in coordination and set-up of special events; sets up conference rooms for meetings; moves office furniture and equipment.
- May be assigned to assist with procurement of new apparatus purchases; assists with writing specifications and bidding process; attends pre-construction meetings with selected vendor; travels to vendor's factory to inspect and evaluate the progress of the build and final inspections.
- May be assigned to participate on select OCFA committees.
- May assist the Service Center Supervisor with the recruitment process for Service Center hires or promotions including interviewing candidates, reviewing employment applications, and





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Senior Service Center Technician

recommending candidates for hire or promotion.

- Performs related duties as assigned.

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#### **MINIMUM QUALIFICATIONS:**

##### **EDUCATION AND EXPERIENCE (position requirements at entry):**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to completion of the twelfth (12<sup>th</sup>) grade.

Three (3) years of experience performing the full range of duties similar to that of a Service Center Technician II with the OCFA or other fire agency.

##### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Possession of, or ability to obtain, a valid Class C California driver's license by time of appointment.
- Possession of, or ability to obtain, a valid California driver's Class B license within six (6) months of appointment.
- Possession of, or ability to obtain, a valid Forklift Operator Certification at time of appointment or within three (3) months of appointment.
- Possession of, or ability to obtain, a valid Scott Air Supplied Technician certification or equivalent certification(s) issued by Scott at time of appointment or within twelve (12) months of appointment.

This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status. Additionally, the incumbent with a Class B license is subject to the provisions of the Department of Transportation (DOT) regulations, which includes DOT pre-employment drug testing and random drug and alcohol testing while employed in this classification.

##### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Principles of providing functional direction and training.
- Principles and practices of purchasing.
- Metal fabricating equipment.
- Inventory control methods and techniques.
- Warehousing practices and methods.
- Storekeeping and purchasing terminology.
- Principles, practices, methods, equipment, materials, and tools used in the maintenance and repair of fire apparatus and SCBA.
- Proper methods of receiving and storing a variety of supplies, materials, tools and equipment; lifting and carrying techniques.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Senior Service Center Technician

- Hand and power tools used in the course of work.
- Orange County geography and street layout.
- Safe driving practices and techniques; applicable California Vehicle Codes.
- Care, maintenance, and operation of vehicles.
- GPS for driving purposes.
- Delivery practices.
- Business arithmetic.
- Basic principles and procedures of record-keeping and reporting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and OCFA staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

#### **SKILLS (position requirements at entry):**

##### Skill in:

- Planning, organizing, and coordinating the work of assigned staff.
- Effectively providing staff leadership and work direction.
- Procuring materials, supplies, and equipment.
- Receiving, storing, maintaining, and issuing a variety of equipment, supplies, and materials.
- Fabricating metal items.
- Repairing and servicing a variety of tools, equipment, and safety apparatus used by OCFA staff including SCBA.
- Maintaining an accurate inventory and record-keeping system.
- Operating a variety of hand and power tools used in the course of work.
- Driving vehicles in a safe and effective manner.
- Reading and following maps and/or using GPS to determine best routes.
- Loading and unloading a variety of items.
- Making accurate arithmetic calculations.
- Maintaining a variety of filing, record-keeping, and tracking systems.
- Cleaning and caring for assigned areas and equipment.
- Understanding and following oral and written instructions.
- Understanding, interpreting, and applying all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organizing work, setting priorities, meeting critical deadlines, and following-up on assignments.
- Using tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively using computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicating clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Senior Service Center Technician

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#### **PHYSICAL REQUIREMENTS:**

Must possess mobility to work in a warehouse environment and in the field; strength, stamina, and mobility to perform medium to heavy physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend from fire apparatus and vehicles, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various County sites; vision including color vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights with the appropriate equipment on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff. Employees must wear and use the proper Personal Protective Equipment (PPE).

#### **WORKING CONDITIONS:**

Employees work in OCFA buildings, facilities, and in the field and are exposed to loud and excessive noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, vermin, insects, and parasites, biologic and infectious agents, hazardous physical substances and odors, fumes, dust and air contaminants, and work at heights using stationary and mobile ladders. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

May be assigned to on-call duty and to work various shifts or emergencies during evenings, weekends, and/or holidays. Unscheduled overtime work is required to support various emergencies during evenings, weekends, and/or holidays.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Prepared by Koff and Associates; Date: July 2019

Final prepared by OCFA; Date: August 2019

Interim Human Resources Director Review:

Lori Zeller \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: PENDING / Tentative September 26, 2019

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Service Center Lead**

**REPORTS TO: Service Center Supervisor      FLSA: Non-Exempt**

**SUPERVISES: N/A      CLASS CODE: 0650**

**DEPARTMENT: Logistics**

### **CLASS SUMMARY:**

Under general direction, assigns and monitors the work of lower level staff responsible for the storing and delivery of supplies, materials and equipment located in the Service Center; approves purchase orders, and monitors inventory control of the Service Center storeroom; and performs related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS:**

The Service Center Lead is the fourth level in a five level Service Center Technician series. This is a single position, advanced journey-level classification in the Service Center Technician series. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Service Center Supervisor class in that the latter performs the full range of supervisory duties of employees engaged in the repair, service, and maintenance of a variety of firefighting tools, safety equipment, and other related fire department apparatus along with Service Center storeroom responsibilities.

Receives general direction from the Service Center Supervisor and/or management staff. Exercises technical and functional direction over and provides training to less experienced staff. Supervises Service Center staff in absence of the Service Center Supervisor.

**ESSENTIAL FUNCTIONS:** *Management reserves the right to add, modify, change, or rescind the work assignments of different positions, and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Assigns and prioritizes work of Service Center storeroom employees; trains employees in proper work methods and procedures including fabrication, decaling, and assigned to work as Scott Supplied Air Technicians; provides input on employee performance evaluations.
- Orders, stocks, issues, packages, and ships medical supplies; determines blanket order limits; researches for best priced products for inventory; identifies surplus equipment to sell at auction to generate revenue.
- Orders a variety of requested items not contained on blanket purchase orders such as kitchen supplies and other Service Center office supplies.
- Assists in writing specifications for equipment, materials, and/or supplies.
- Monitors Service Center delivery operations to various OCFA sites; creates and maintains daily delivery schedules; delivers supplies as needed.
- Participates in the budgeting process by monitoring expenditures.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Lead

- Researches and prepares specifications and purchase requests for personal protective equipment.
- Operates forklift, dolly, electric pallet jack or other assisted devices in an efficient and safe manner.
- Oversees the disposition of fire authority surplus items.
- Researches a variety of firefighting and rescue equipment prior to purchase to ensure quality and availability of products.
- Performs the duties of the Service Center Supervisor in his/her absence.
- Serves as a liaison with Information Systems staff in coordinating automated inventory control systems and/or related technology issues.
- Meet with vendors and attend various meetings in the absence of the Service Center Supervisor.
- Performs related duties as assigned.

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### **MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE (position requirements at entry):**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to completion of the twelfth (12<sup>th</sup>) grade.

Three (3) years of experience performing central warehouse and inventory control work including maintenance of computer-based inventory systems.

#### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Possession of, or ability to obtain, a valid Class C California driver's license by time of appointment.
- Possession of, or ability to obtain, a valid Class B California driver's license within six (6) months of appointment.
- Possession of, or ability to obtain, a valid Forklift Operator Certification at time of appointment or within three (3) months of appointment.
- Possession of, or ability to obtain, a valid Scott Air Supplied Technician certification or equivalent certification(s) issued by Scott at time of appointment or within twelve (12) months of appointment.

This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status. Additionally, the incumbent with a Class B license is subject to the provisions of the Department of Transportation (DOT) regulations, which includes DOT pre-employment drug testing and random drug and alcohol testing while employed in this classification.

#### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Principles of providing functional direction and training.
- Common medical supplies and equipment and their proper methods of use and storage.





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Lead

- Methods and procedures involved in the maintenance of accurate inventory records.
- Automated inventory control methods and techniques.
- Warehousing practices and methods.
- Storekeeping and purchasing terminology.
- Proper methods of receiving and storing a variety of supplies.
- Orange County geography and street layout.
- Safe driving practices and techniques; applicable California Vehicle Codes.
- Care, maintenance, and operation of vehicles.
- GPS for driving purposes.
- Delivery practices.
- Business arithmetic.
- Principles and procedures of record-keeping and reporting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and OCFA staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

#### **SKILLS (position requirements at entry):**

Skill in:

- Planning, organizing, and coordinating the work of assigned staff.
- Effectively providing staff leadership and work direction.
- Procuring materials, supplies, and equipment.
- Maintaining an accurate inventory and record-keeping system; maintaining perpetual inventory records to ensure adequate stock on hand.
- Receiving, storing, maintaining, and issuing a variety of equipment, supplies, and materials.
- Developing and maintaining delivery schedules.
- Monitoring expenditures.
- Writing specifications.
- Driving vehicles in a safe and effective manner.
- Operating medium to heavy equipment during the course of work.
- Reading and following maps and/or using GPS to determine best routes.
- Making accurate arithmetic calculations.
- Maintaining a variety of filing, record-keeping, and tracking systems.
- Cleaning and caring for assigned areas and equipment.
- Understanding and following oral and written instructions.
- Understanding, interpreting, and applying all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organizing work, setting priorities, meeting critical deadlines, and following-up on assignments.
- Using tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively using computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Lead

- Communicating clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.

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#### **PHYSICAL REQUIREMENTS:**

Must possess mobility to work in a warehouse environment; strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend from ladders to reach shelving, and to operate a motor vehicle and visit various County sites; vision including color vision to inspect supplies and operate equipment. The job involves fieldwork requiring frequent walking in operational areas sites. Finger dexterity is needed to operate equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights with the appropriate equipment on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff.

#### **WORKING CONDITIONS:**

Employees work in OCFA buildings and are exposed to loud and excessive noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, biologic or infectious agents, hazardous physical substances and odors, and fumes, dust and air contaminants. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

May be required to respond to emergencies during evenings, weekends, and/or holidays. Unscheduled overtime work is required to support various emergencies during evenings, weekends, and/or holidays.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Prepared by Koff and Associates; Date: July 2019

Final prepared by OCFA; Date: August 2019

Interim Human Resources Director Review:

Lori Zeller \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: PENDING / Tentative September 26, 2019

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Service Center Supervisor**

**REPORTS TO: Assistant Fire Chief**

**FLSA: Non-Exempt**

**SUPERVISES: Service Center Staff**

**CLASS CODE: 0660**

**DEPARTMENT: Logistics**

### **CLASS SUMMARY:**

Under general direction, supervises and assists in directing the purchasing, receiving, warehousing, issuing, and recording of materials, supplies and equipment for OCFA; supervises and assists in the mechanical repair and fabrication for specialized fire equipment; provides technical level support to the Assistant Fire Chief; and performs related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS:**

The Service Center Supervisor is the fifth level in a five level Service Center Technician series. This is the full supervisory-level classification in the Service Center that exercises independent judgment on diverse and specialized tasks in the operations of the Service Center with accountability and ongoing decision-making responsibilities associated with the work. Incumbents are responsible for planning, organizing, supervising, reviewing, and evaluating the work of assigned staff, for Service Center warehouse operations, and for providing technical level support to the Assistant Fire Chief in a variety of areas. Performance of the work requires the use of independence, initiative, and discretion within established guidelines.

Receives general direction from the Assistant Fire Chief. Exercises direct supervision over technical, maintenance, and administrative support staff.

**ESSENTIAL FUNCTIONS:** *Management reserves the right to add, modify, change, or rescind the work assignments of different positions, and to make reasonable accommodations so that qualified employees can perform the essential functions of the job*

- Plans, organizes, assigns, supervises, and reviews the work of staff assigned to the Service Center; trains staff in work procedures; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary actions; assists in selection and promotion; prepares staff schedules for on-call crews.
- Participates in the development of goals, objectives, policies and procedures for assigned services and programs; recommends and implements policies and procedures including standard operating procedures for assigned operations.
- Monitors activities of the Service Center unit; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Interprets applicable regulatory standards, statutes, and regulations, ensures OCFA compliance, and monitors progress in meeting applicable standards.
- Oversees the OCFA uniform issuance program; monitors issuance frequencies and quantities;



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Supervisor

inspects uniforms upon receipt; works with vendor on ordering errors or shipping issues; monitors expenditures on blanket purchase orders.

- Plans, coordinates, manages, and supervises the receipt, storage, and delivery of supplies, materials, mail, and equipment into and out of the Service Center warehouse and throughout OCFA; ensures warehousing facilities and their contents are maintained in an orderly, clean, and safe condition; assists staff at the Service Center counter and answers questions and fulfills requests; communicates with OCFA staff via e-mail, telephones, and two-way radios.
- Establishes procedures for inventory control, warehousing, storeroom, and delivery operations; reviews and participates in the inventory of stock; establishes stock levels.
- Plans, coordinates, manages, supervises, and responds on Service Center operated emergency response unit(s) including delivery of specialized emergency support materials and supplies.
- Supervises the outfitting of emergency equipment and apparatus.
- Determines and recommends equipment, materials, and staffing needs for assigned operations, projects, and programs; participates in the annual budget preparation; assists executive staff with forecasting of additional funds needed for staffing, contractors, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments as necessary to meet changing conditions.
- Coordinates the logistical support needed to support the career and reserve firefighter, and engineer academies with equipment and uniform ordering, orientation, and training.
- Coordinates the outfitting and decaling of new apparatus throughout all OCFA divisions.
- Plans, coordinates, manages, and supervises the receipt, storage, and distribution of surplus property.
- Assists with inspecting and laundering PPE (Personal Protective Equipment) and clothing.
- Maintains a variety of records, logs, and reports; updates written manuals and instructions; ensures the timely completion of preventive and predictive maintenance programs.
- Attends meetings with other departments and OCFA staff, vendors, customers, and outside agency personnel; coordinates assigned services and activities with those of other divisions and outside agencies.
- Responds to after-hours emergencies and assists other staff as needed in emergency or relief situations.
- Performs on-call, stand by duty on a regular basis.
- Performs related duties as assigned.

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### **MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE (position requirements at entry):**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to completion of the twelfth (12<sup>th</sup>) grade.

Five (5) years of progressively responsible experience performing the full range of duties similar to that of a Senior Service Center Technician with the OCFA or other fire agency and/or public agency central



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Supervisor

warehouse and inventory control experience including at least one year of supervisory experience.

#### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Possession of, or ability to obtain, a valid Class C California driver's license by time of appointment.
- Possession of, or ability to obtain, a valid California driver's Class B license within six (6) months of appointment.
- Possession of, or ability to obtain, a valid Forklift Operator Certification within three (3) months of appointment.

This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status. Additionally, the incumbent with a Class B license is subject to the provisions of the Department of Transportation (DOT) regulations, which includes DOT pre-employment drug testing and random drug and alcohol testing while employed in this classification.

#### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and practices of purchasing.
- Inventory control methods and techniques.
- Warehousing practices and methods.
- Storekeeping and purchasing terminology.
- Principles, practices, methods, equipment, materials, and tools used in the maintenance and repair of fire apparatus and self-contained breathing apparatus (SCBA).
- Proper methods of receiving and storing a variety of supplies, materials, tools and equipment; lifting and carrying techniques.
- Metal fabricating equipment.
- Hand and power tools used in the course of work.
- Orange County geography and street layout.
- Safe driving practices and techniques; applicable California Vehicle Codes.
- GPS for driving purposes.
- Delivery practices.
- Business arithmetic.
- Principles and procedures of record-keeping and reporting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and OCFA staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Supervisor

#### **SKILLS (position requirements at entry):**

Skill in:

- Selecting and supervising staff, providing training and development opportunities, ensuring work is performed effectively, and evaluating performance in an objective and positive manner.
- Assisting in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Effectively providing staff leadership and work direction.
- Procuring materials, supplies, and equipment.
- Receiving, storing, maintaining, and issuing a variety of equipment, supplies, and materials.
- Repairing and servicing a variety of tools, equipment, and safety apparatus used by OCFA staff including self-contained breathing apparatus (SCBA).
- Maintaining an accurate inventory and record-keeping system.
- Operating a variety of hand and power tools used in the course of work.
- Driving vehicles in a safe and effective manner.
- Reading and following maps and/or using GPS to determine best routes.
- Loading and unloading a variety of items.
- Fabricating metal items.
- Making accurate arithmetic calculations.
- Maintaining a variety of filing, record-keeping, and tracking systems.
- Cleaning and caring for assigned areas and equipment.
- Understanding and following oral and written instructions.
- Understanding, interpreting, and applying all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organizing work, setting priorities, meeting critical deadlines, and following-up on assignments.
- Using tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively using computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicating clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.

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#### **PHYSICAL REQUIREMENTS:**

Must possess mobility to work in a warehouse environment and in the field; strength, stamina, and mobility to perform medium to heavy physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend from fire apparatus and vehicles, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various County sites; vision including color vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Service Center Supervisor

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lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights with the appropriate equipment on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff. Employees must wear and use the proper Personal Protective Equipment (PPE).

#### **WORKING CONDITIONS:**

Employees work in OCFA buildings, facilities, and in the field and are exposed to loud and excessive noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, vermin, insects, and parasites, biologic and infectious agents, hazardous physical substances and odors, fumes, dust and air contaminants, and work at heights using stationary and mobile ladders. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

May be assigned to on-call duty and required to work various shifts or emergencies during evenings, weekends, and/or holidays.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Prepared by Koff and Associates; Date: July 2019

Final prepared by OCFA; Date: August 2019

Interim Human Resources Director Review:

Lori Zeller \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: PENDING / Tentative September 26, 2019

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Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
September 26, 2019

Agenda Item No. 3F  
Consent Calendar

**Contract Increase for Intterra for the  
Fire Integrated Real-time Intelligence System Pilot Program**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief

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

714.573.6010

**Summary**

This item is submitted for approval to increase the agreement with Intterra for enhanced mapping, coordination, and consulting services provided for the Fire Integrated Real-time Intelligence System (FIRIS) Pilot Program. The program commenced on August 23, 2019, for an anticipated duration of 150 days and is designed to enhance regional wildfire situational awareness for first responders.

**Prior Board/Committee Action**

On August 22, 2019, the Board of Directors authorized the acceptance of \$4,500,000 in State funding and approved the FIRIS Pilot Program and related agreements.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to execute Amendment One to increase the Professional Services Agreement with Intterra, using the special procurement provision in the Purchasing Ordinance, for additional consulting and wildfire simulation services for an additional increase of \$116,300 with a cumulative total amount not to exceed \$158,550.

**Impact to Cities/County**

The pilot program will enhance regional aerial wildfire response and situational awareness.

**Fiscal Impact**

Funding for this contract was previously approved by the Board of Directors as a budget adjustment to the FY 2019/20 General Fund Budget (121), specifically in the Special Operations Division's budget for services and supplies. Funding initially budgeted for project administration will be reallocated for the Intterra contract increase.

**Background**

***Fire Integrated Real-time Intelligence System Pilot Program***

Given the devastating wildfires of 2018, and the anticipation of a destructive 2019 wildfire season, the OCFA Fire Chief and staff obtained legislative assistance to secure \$4,500,000 in State funding, which affords the OCFA the opportunity to implement the FIRIS Pilot Program that will benefit Orange, Los Angeles, Riverside, San Diego, and Ventura counties. The key objectives of the Pilot Program are to provide initial attack real-time fire perimeter mapping, provide wildland fire incident decision-makers and agency policy makers the first of its kind "continuous" fire spread projection modelling, and to share lessons learned with the statewide fire community.

The FIRIS Pilot Program is unique in that it integrates aerial infra-red computerized mapping, wildland fire spread technology, and wildfire decision support software into a common platform.

- **Courtney Aviation** provides the aircraft with onboard technology that will allow for the gathering and downloading of intelligence surveillance and reconnaissance (ISR) data into the FIRIS environment.
- **UCSD/WIFIRE** utilizes the ISR data to incorporate fire behavior predictions into the FIRIS environment.
- **Intterra** provides a single, seamless software platform to view and manage multiple intelligence feeds provided by the Courtney Aviation aerial platform.

### ***Special Procurement Justification***

On November 8, 2018, staff was notified that the Western Fire Chiefs Association approved OCFA's grant application for data analysis software. Ownership of a one-year subscription to Intterra's software modules was transferred to the OCFA for trial. During the preliminary planning stages of the FIRIS Pilot Program, it was determined that the Intterra software currently being trialed by OCFA could also be utilized to provide the software platform needed for the FIRIS Pilot Program. Based upon Intterra's previous experience in utilizing the software in this manner and in establishing similar intelligence programs in other jurisdictions, OCFA elected to also utilize Intterra to assist the OCFA with the coordination and integration of the various technological aspects of the FIRIS Pilot Program.

The initial special procurement agreement issued to Intterra was for \$42,250 to provide subject matter expertise in the implementation of the pilot program and serve as the wildfire intel pilot documentation lead. The amount of the agreement was accounted for in the State funding allocation. As the initial Intterra contract amount was within management's authority, the agreement did not require approval by the Board, and it was executed administratively with legal counsel review.

### ***Contract Increase***

As the FIRIS Pilot Program continues to progress and develop, staff has identified a need to modify the scope of services provided by Intterra. If approved, Intterra will now provide additional services in two key areas:

1. **FIRIS Operational and Technical Coordination**  
Intterra will provide supplemental resources and onsite collaboration to facilitate additional training, data management, and integration with WIFIRE dataflow. Intterra will also increase efforts related to the coordination of the data fusion concept that will become the platform to disseminate intelligence to fire incident decision makers.
2. **Video and Camera Ingest**  
Intterra will provide supplemental engineering resources to streamline and improve the use of video sources by ingesting the video streams provided by Courtney Aviation and static cameras (part of the UCSD concept) to deliver a single interface for FIRIS users.

The table below details the revised estimated costs of the pilot program:



<b>Contractor/Consultant</b>	<b>Services/Equipment</b>	<b>Initial Budget</b>	<b>Revised Budget</b>	<b>Funding Source</b>
Courtney Aviation - Aircraft and Equipment needs	Daily availability, additional equipment, and support services	\$3,508,000	\$3,508,000	State Funding
UCSD/WIFIRE	Enhanced fire modeling and related services	\$500,000	\$500,000	State Funding
Air Tactical Group Supervisors	Daily availability and training expenses	\$250,000	\$250,000	State Funding
OCFA	Project administration, and other needs	\$199,750	\$83,450	State Funding
Intterra	Enhanced mapping, coordination and consulting services	\$42,250	\$158,550	State Funding
<b>Pilot Program Total</b>		<b>\$4,500,000</b>	<b>\$4,500,000</b>	

### ***Recommendation***

As the FIRIS Pilot Program continues to take shape, opportunities to improve the original structure to potentially enhance program success have surfaced. Staff recommends approval of the stated recommended actions in order to fully realize the intent of the FIRIS Pilot Program.

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

1. Amendment One to the Professional Services Agreement with Intterra
2. Intterra Professional Services Agreement (on file in the Clerk's office)
3. Intterra Special Procurement Form

**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER ONE  
TO MASTER CONSULTANT SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO MASTER CONSULTANT SERVICES AGREEMENT ("Amendment One") is made and entered into this 26<sup>th</sup> day of September, 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Intterra, hereafter referred to as "Consultant". OCFA and Consultant are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA and Consultant entered into that certain Consultant Services Agreement on the 1<sup>st</sup> day of August, 2019 ("Original Agreement"), to provide consulting services for the Fire Integrated Real-time Intelligence System Pilot Program, which is incorporated herein by this reference; and

WHEREAS, OCFA and Consultant desire to expand the scope of services provided by the Consultant; and

WHEREAS, OCFA and Consultant desire to increase the contract amount due to the expansion of services.

NOW, THEREFORE, OCFA and Consultant mutually agree as follows:

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

**3.1 Compensation of Consultant**

For the Services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "A" and Exhibit "B" in a total amount not to exceed one hundred fifty-eight thousand, five hundred fifty dollars (\$158,550).

2. Exhibit "B" is introduced and attached to this Amendment One to augment the services outlined in Exhibit "A", appended to the Agreement via the Original Agreement.

4. Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Nine as of the dates stated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

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

**APPROVED AS TO FORM.**

**ATTEST:**

By:  \_\_\_\_\_  
David E. Kendig  
General Counsel

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

**"CONSULTANT"**

**INTTERRA**

Date: <sup>mt</sup> ~~20~~ 19 Sept 2019  
19 Sept 2019

By:  \_\_\_\_\_  
Molly Hausmann  
Chief Operations Officer

**EXHIBIT "B"**  
**Scope of Additional Services to be Provided**

**Quote for Intterra Services:** Pricing valid through October 31, 2019

**Client/System:** Orange County Fire Authority, FIRIS initiative

**Scope of Work:** This Professional Services agreement is presented to supplement planning, coordination and technical intel needs in support of FIRIS alongside the use of the Intterra Operations & Incident Management modules. The FIRIS initiative is in the initial 20 days of the 150-day simulation, and early indicators are that additional reinforcement to maintain early and momentum are critical to achieve success. This quote supplements the original scope of work that is being delivered by Intterra for FIRIS Subject Matter Expertise and Pilot Assessment support.

### **(1) FIRIS Operational & Technical Coordination**

Supplemental resources and onsite time to facilitate training, data management, direct connection to WIFIRE/alerts of dataflow, and coordination on the intel and data fusion concepts that are manifesting in the LA Basin.

Proposed Augmentation:

- 8 weeks heightened support (GIS, Ops, Tech) - 16 hrs/week
- 8 weeks modified support (Ops, Execution) - 8hrs/week
- 6 on-site trips/travel
- \$48,800

### **(2) Video & Camera Ingest**

The first two weeks of the pilot have highlighted the value of supplemental video from static cameras and the aircraft systems to augment perimeter information for assessment and prediction. Supplemental engineering resources to streamline and improve use of video sources for FIRIS users from a single interface.

Proposed Solution:

- Video/Camera ingest and secure redistribution
- Courtney video stream
- HPREN/AlertWF
- \$67,500

<b>Term of Service:</b> 1 Aug 2019 – 28 Feb 2020			
<b>Billing Approach:</b> multi (see individual line items)			
<b>Item</b>	<b>Duration</b>	<b>Resources* (in addition to existing contract)</b>	<b>Billable* (in addition to existing contract)</b>
<b>Operational and Technical Intel Coordination</b>	September 1, 2019 – January 31, 2020	\$48,800	\$14,500 (Sept) \$11,500 (Oct) \$11,500 (Nov) \$9,250 (Dec) \$2,050 (Jan)
<b>Video &amp; Camera Ingest</b>	4 phases, based on delivery/priority: (1) Standard Live Streaming (no separate website) (2) STANAG (3) Camera ingest (4) Pin drop with Camera intel	(1) \$18,500 (2) \$8,750 (3) \$26, 325 (4) 13,925	Per delivery to beta system
<b>Total</b>		<b>\$116,300</b>	



# WESTERN FIRE CHIEFS ASSOCIATION

Alaska | Arizona | California | Hawaii | Idaho | Montana | Nevada | Oregon | Utah | Washington | Western Pacific Islands

November 8, 2018

Jay Barkman, Grant Administrator  
Orange County Fire Authority  
1 Fire Authority Rd  
Irvine, CA 92602

Dear Mr. Barkman,

Western Fire Chiefs Association (WFCA) is pleased to inform you that your application for a Data Analysis Software grant has been approved. Please review the expectations, terms and conditions of this grant as outlined below.

1. WFCA will transfer ownership of a subscription to Intterra's Analytics & Incident Management Modules for a period of one year (\$27,500 value). Your department will be responsible for an initial \$4,500 software integration fee.
2. Access to the Fire Data Lab (FDL) is maintained via an Intterra subscription. Organizations are encouraged to budget and plan for continuing a subscription with Intterra. WFCA has secured discounted pricing for future year subscriptions.
3. Data collected from your Intterra subscription will be anonymized and used in the FDL, which you will have free access to as long as you are part of the FDL program.
4. Your Intterra Account Manager will guide your operational and technical teams through the onboarding process. Additional information about onboarding can be found [here](#).
5. You will receive communications about the FDL and upcoming/available tools directly from WFCA.

To accept these terms, please have your organization's authorized representative and technical project lead sign and return one copy of this letter along with the attached forms. If you have any questions please contact WFCA General Manager David Van Ballegooijen. We appreciate being able to provide you with this opportunity.

Sincerely,

Jeff Tucker  
WFCA President

We certify that the organization named above accepts the terms outlined in this letter:

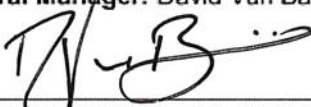
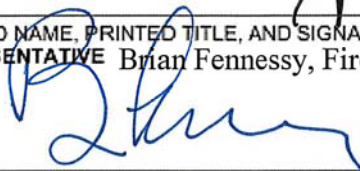
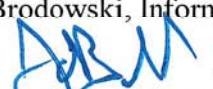
Brian Fennessy	01/07/19	Fire Chief
Authorized Representative	Date	Title
Joel Brodowski	01/03/19	Information Technology Manager
Technical Project Lead	Date	Title

**LEAD. EDUCATE. SUPPORT. PROTECT.**

25030 SW Parkway Ave., Suite 330 | Wilsonville, OR 97070 | (800) 785-3473 | [wfca@wfca.com](mailto:wfca@wfca.com)





Western Fire Chiefs Association <b>DATA ANALYSIS SOFTWARE AWARD</b>	Software Contract Number: <del>IBB</del> 201874174 Modules: Analytics & Incident Management
<b>RECIPIENT NAME</b> Orange County Fire Authority	<b>PERIOD OF PERFORMANCE</b> <del>IBB</del> 03/01/2019 - 02/29/2020
<b>STREET ADDRESS</b> 1 Fire Authority Rd	<b>WFCA SHARE OF COST</b> \$27,500
<b>CITY, STATE ZIP</b> Irving, CA 92602	<b>RECIPIENT SHARE OF COST</b> \$4,500
<b>EMPLOYER IDENTIFICATION NUMBER</b> 33-0743140	<b>TOTAL ESTIMATED COST</b> \$32,000
<p>By signing this form, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, this form must be signed by an authorized representative of the Recipient and returned to the WFCA General Manager. If not signed and returned without modifications by the Recipient within 30 days of receipt, the WFCA General Manager may unilaterally withdraw this Award offer.</p> <p>X WFCA Award Notification X WFCA Award Conditions (this form) X Transfer of Ownership Form X Fire Data Lab Addendum X Intterra Terms of Use Agreement X Intterra Website Privacy Policy X Intterra End User License Agreement</p>	
<b>SIGNATURE OF WFCA General Manager:</b> David Van Ballegooijen 	<b>DATE</b> 11/08/2018
<b>PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</b> Brian Fennessy, Fire Chief 	<b>DATE</b> 01/07/19
<b>PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF TECHNICAL PROJECT LEAD</b> Joel Brodowski, Information Technology Manager 	<b>DATE</b> 01/07/19

#### Organization Contact Information

Contact Type	Contact Name	Email	Phone
Authorized Representative	Brian Fennessy	brianfennessy@ocfa.org	714-573-6010
Technical Project Lead	Joel Brodowski	joelbrodowski@ocfa.org	714-573-6421

#### WFCA Contact Information

Contact Type	Contact Name	Email	Phone
General Manager	David Van Ballegooijen	dave@wfca.com	800-785-3473



## TRANSFER OF OWNERSHIP FORM

Please complete this if you are transferring ownership of Intterra software.

### Part 1: Current Owner's Information

I am the current owner of the license identified below. I am transferring all right, title, and interest with respect to the product to a new owner, identified below. The new owner has agreed to be bound by the terms of the product's End User License Agreement and the product's Terms of Use Agreement.

I understand that by signing and submitting this Transfer of Ownership, I am relinquishing all rights to the product. If the transfer is being completed on behalf of a company or other organization, I represent and warrant that I have the authority to sign this transfer on behalf of the current registered owner.

#### Product Information

Reporting and Analytics Module & Incident Management Module

Product Name and Version Number

~~FA~~ 201874174

Serial Number

#### Current Registered Owner

Western Fire Chiefs Association

Name/Organization

TBD 03/01/2019

Ownership Start Date

(800) 785-3473

Phone Number

dave@wfca.com

E-Mail Address

Signature

### Part 2: New Registered Owner

I, the undersigned, acknowledge receipt of this software and documentation. By signing, I confirm that I have read the End User License Agreement and Terms of Use Agreement included with the software package being transferred and that I agree to be bound by those terms.

#### New Registered Owner

Please return this form

to: [support@intterragroup.com](mailto:support@intterragroup.com)

Brian Fennessy

Name

Orange County Fire Authority

Organization

714-573-6010

Phone Number

brianfennessy@ocfa.org

E-Mail Address

Signature

**PARTICIPATING ADDENDUM****Fire Data Lab for Intterra Software Users**

This Addendum ("Addendum") is attached to and made a part of the Terms of Use Agreement for INTTERRA's software ("Terms of Service") between INTTERRA and You. Unless defined in this Addendum, all capitalized terms used in this Addendum have the meanings ascribed to them in the Terms of Use Agreement.

**FIRE DATA LAB CAPABILITIES**

The Fire Data Lab (FDL) allows Intterra Software Users to access advanced data analytics capabilities that are made possible by the creation and study of aggregated performance data sets that are derived from the data of Users that agree to participate in the FDL. Information about how that data is used, shared and protected is available at [intterragroup.com/privacy](http://intterragroup.com/privacy). In connection with Your participation in the FDL, You may receive service announcements, administrative messages, and other information. You may opt out of these communications.

**PARTICIPATION**

By executing this Addendum as of the date of execution by both parties below, You agree to participate in the FDL, and INTTERRA agrees to provide FDL access to You through their Intterra Software.

<b>Participating Entity: (Agency Name)</b>  Orange County Fire Authority	<b>INTTERRA</b>
<b>Signature:</b> 	<b>Signature:</b> 
<b>Name:</b>  Brian Fennessy	<b>Name:</b>  Molly Hausmann
<b>Title:</b>  Fire Chief	<b>Title:</b>  Chief Operations Officer
<b>Date:</b> 01/07/19	<b>Date:</b> 11/08/2018





## **TERMS OF USE AGREEMENT**

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

### **INTRODUCTION**

#### **Purpose of Terms of Use Agreement**

The mission of Intterra is to compile analytical data for first responders, emergency management personnel, situation commanders and others with timely, graphic, multi-functional, depictions of an ongoing incident. To achieve our Mission, we provide certain software products, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively the "Software") and/or Internet or cloud-based services through the Software, this website, mobile applications or other websites owned or operated by Intterra, Inc. (collectively, the "Services") to help You analyze and monitor incidents.

#### **Scope and Intent of Terms of Use Agreement**

You agree that by registering on Intterra, or by using our Services you are entering into a legally binding agreement with Intterra, Inc., a Nevada corporation based on the terms of this Terms of Use Agreement and the Intterra Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement" or "Terms of Service") and becoming a Software or Services user ("User").

If you are using Intterra Software or Services on behalf of a company, government agency or other legal entity, you are nevertheless individually bound by this Agreement even if your company or agency has a separate agreement with Intterra. If you do not want to register an account and become an Intterra User, do not conclude the Agreement, do NOT click "I Accept" and do not access, view, download or otherwise use any Intterra Software or Services. By clicking "I Accept" or by using the Software or Services, you acknowledge that you have read and understood all of the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. By clicking "I Accept" or by using the Software or Services you also consent to use electronic signatures and acknowledge your acceptance.

#### **I. Your Acceptance of Terms of Service**

Welcome to [www.intterragroup.com](http://www.intterragroup.com) and becoming a User. Your use of the Services provided and the viewing of the content available through the Services, including without limitation, the messages, software, scripts, graphics, images, renderings, thermal maps, topographic maps, depictions, other maps, charts, data, text, video, overlays, photos, clip art, sounds, music, interactive features et cetera (the "Content"), is subject to the Terms of Use and the Privacy Policy published at [www.intterragroup.com/privacy](http://www.intterragroup.com/privacy), which is incorporated herein by reference. Each time you use the Website, you agree to be bound by the Terms of Use and the Privacy Policy may be updated by Intterra from time to time without notice to you.

## **2. Users of Services**

These Terms of Use apply to all customers, visitors, users, and others who view the Services ("Users" as well as "You" or "Your"), including Users who are also contributors of images, video, information, and other materials or services on the Services. The Services may contain links to third-party websites, software, content or services ("Third Party Website") that are not owned or controlled by Intterra. Intterra has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third Party Websites. In addition, Intterra will not and cannot censor or edit the content of any Third Party Website. By using the Services, You expressly relieve Intterra from any and all liability arising from your use of any Third Party Website. Accordingly, we encourage you to be aware when you leave the Services and to read the terms of use and privacy policy of each Third Party Website that you visit.

## **3. Use of the Services**

(a) Intterra hereby grants you permission to use the Services as set forth in these Terms of Use, provided that: (i) your use of the Services as permitted is solely for your personal, noncommercial use (except as set forth in Section 3(f) below); (ii) you will not copy or distribute any part of the Services in any medium without Intterra prior written authorization; (iii) you will not alter or modify any part of the Services other than as may be reasonably necessary to use the Services for their intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

(b) In order to access some features of the Services, you may have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Intterra immediately of any breach of security or unauthorized use of your account. Although Intterra will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Intterra or others due to such unauthorized use.

(c) You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Services in a manner that sends more request messages to the servers operating the Services in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Intterra grants the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Intterra reserves the right to revoke these exceptions either generally or in specific cases.

(d) You agree not to collect or harvest any personally identifiable information, including account names, from the Services, nor to use the communication systems and/or the navigation systems provided by the Services for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any Users of the Services with respect to their User Submissions (see Section 5 below).

(e) Intterra may permanently or temporarily terminate, suspend, or otherwise refuse to

permit Users' access to the Services without notice and liability, if, in Intterra's sole determination, User violates any of the Terms of Use, including the following prohibited actions; (i) use the Services for any illegal purpose or to submit, transmit or facilitate the distribution of information or content that is unlawful, harmful, abusive, racially or ethnically offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, libelous, threatening, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Services; (vi) use any robot, spider, scraper or other automated access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent Users' affiliation with a person or entity, conduct fraud, hide or attempt to hide Users' identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that User does not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the proper working of the Services; or, (x) bypass the measures we may use to prevent or restrict access to the Services. Upon termination for any reason, User continues to be bound by this Agreement.

(f) For individual Users, the Services and Content generated by it, including any maps, navigation information, photographic imagery and other data, is made available for your personal, non-commercial use only. For business Users, the Services and data generated by it, including maps, navigation information, photographic imagery and other data is made available for your internal use only and may not be commercially redistributed.

#### **4. Intellectual Property Rights**

The Content on the Services, the trademarks, service marks and logos contained therein ("Marks"), and the Services provided by or carried out by the systems and methods incorporated into the Services, are owned by or licensed to Intterra and are subject to copyright, trademark, patent and other intellectual property rights under United States and foreign laws and international conventions. Content on the Services is provided to you AS IS for your information and use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Intterra reserves all rights not expressly granted in and to the Services and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions (see Section 5 below) of third parties obtained through the Services for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content therein.

#### **5. User Submissions**

(a) The Services may now or in the future permit the submission of images, sounds,



videos, images, maps, charts, overlays, data, or other communications submitted by you and other Users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Intterra does not guarantee any confidentiality with respect to any User Submissions. Notwithstanding this provision, data that is submitted specific to Your hosted instance of the Software is considered your private data and not considered a User Submission to the Services.

(b) You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Intterra to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Intterra, you hereby grant Intterra a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of (which Intterra shall be the sole and exclusive owner), display, perform and otherwise exploit the User Submissions in connection with the Services and Intterra' (and its successor's) business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Services a non-exclusive license to access your User Submissions through the Services, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Services and under these Terms of Use.

(c) In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Intterra all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Intterra or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. Intterra does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Intterra expressly disclaims any and all liability in connection with User Submissions. Intterra does not permit copyright infringing activities and infringement of intellectual property rights on the Services, and Intterra will remove all Content and User Submissions if properly notified that such Content infringes on another's intellectual property rights. Intterra reserves the right to remove Content and User Submissions without prior notice. Intterra will also terminate a User's access to the Services, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content or a User Submission removed from the Services more

than twice. Intterra also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material. Intterra may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

(d) In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

(iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Intterra's Designated Agent to receive notifications of claimed infringement is:

Attn: Brian Collins  
CEO Intterra, Inc.  
3740 Dacoro Lane, Suite 200C  
Castle Rock, CO 80109  
[brian.collins@intterragroup.com](mailto:brian.collins@intterragroup.com)

You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

(e) You understand that when using the Services, you may be exposed to User Submissions from a variety of sources, and that Intterra is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and

hereby do waive, any legal or equitable rights or remedies you have or may have against Intterra with respect thereto, and agree to indemnify and hold Intterra, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

(f) Intterra permits you to link to your own User Submissions, if any, hosted on the Services or User Submissions of other third parties available on the Services, for personal, non-commercial purposes only. You understand that the User Submissions, whether or not linked or embedded into other websites, are provided to you only on an as-available basis, and Intterra does not guarantee that their availability will be uninterrupted or bug free. Intterra reserves the right to discontinue any aspect to the Services at any time, including discontinuing any linked or embedded Content either generally or in specific cases.

(g) Intterra may use your information to notify you of important changes to the Software, Services, and special offers. If you do not want to receive such notices, you may use the following options to opt out of receiving future communications:

(i) Send an email message to [INFO@INTTERRAGROUP.COM](mailto:INFO@INTTERRAGROUP.COM) with the word "Remove" in the subject field; or

(ii) Send mail to the following postal address:

Attn:Remove

Intterra, Inc.

3740 Dacoro Lane, Suite 200C Castle  
Rock, CO 80109

Opting out may prevent you from receiving email messages regarding the Services updates, improvements, or special offers. In the event that Intterra provides any third-party with your personal information, You will have to contact the Third Party Website directly with any opt-out request.

## **7. Map and Navigation Information**

Any Content or other information is provided to Users through the Services is intended for analytical purposes only and not as the basis, or part of the basis for deciding how to respond to an incident, to make personnel deployment decisions or as to determine the methodologies for mitigating the damage or threats of damage from an incident or potential incident. Users may find that weather conditions, emergency situations, construction projects, traffic conditions or other events may cause road or travel conditions to differ from the graphic depictions and data shown in the Content. The transit information contained in and/or provided by the Services includes information provided by third parties, and is intended for analytical purposes only. Intterra makes no representations or warranties regarding the accuracy, completeness of Content or other information.

## **8. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS



OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. THE SERVICES AND ANY SERVICES ARE PROVIDED "AS IS" AND INTTERRA MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SOFTWARE OR ANY SERVICES PROVIDED BY INTTERRA HEREUNDER. INTTERRA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

FURTHER, INTTERRA DOES NOT WARRANT RESULTS OF USE OR THAT THE SERVICES ARE BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED. INTTERRA AND ITS LICENSORS DO NOT AND CANNOT WARRANT THE RESULTS YOU MAY OBTAIN BY USING THE SERVICES. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. INTTERRA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

INTTERRA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND INTTERRA WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**9. Restrictions, Disclaimers and Liability Limitations re: Delivery of the Services.**

The Software and/or the Services are subject to the following restrictions, disclaimers and liability limitations:

(a) Third Party Products, Data and Content. The Services may work in conjunction with (or rely upon) third party products, data or content that is not owned or controlled by INTTERRA ("Third Party Products"). When the Services are used (or relies upon) Third Party Products, by clicking "I ACCEPT," or by using the Services, you acknowledge that You accept both the Services and the Third Party Products at Your risk. Conflicts may develop between the Services and such Third Party Products that may inhibit the Services' performance, accuracy, functionality or operation. INTTERRA disclaims all liability that may arise from the use of (or reliance upon) the Services and/or the use of (or reliance upon) such Third Party Products. Intterra does not verify the validity or accuracy of the Services nor its Content in association with the Software or Services. Nor does Intterra verify the accuracy, performance, functionality or operation of Third Party Products or data provided to the Software or the Services from such Third Party Products. Your right to use, copy or do anything with such Third Party Products is solely at the discretion of the Third Party Provider of such Third Party Products. The use of the Software or Services and reliance upon such Third Party Products may result in erroneous data or Content being provided to You by the Services. You are hereby admonished to rely solely (if at all) on independently verifiable information that You know and trust and not to rely on the Content, the Software or the Services if you suspect any erroneous data. It is Your responsibility to decide, independent of the Software or Services, what if any actions to take (or not to take) in a given situation based on the factors that you deem relevant in a given situation based on your experience and established protocols for your industry. Intterra admonishes You that the Content generated by the Software and Services and the data upon which it is based may be inaccurate, corrupted, misleading or erroneous due to erroneous assumptions, inaccurate information, or poor choices provided by You, partner agencies and organizations that provide you data, and external sources which you authorize, or hackers.

(b) Cloud-based Service, Lack of Back-up, Incompatibility & Help-Desk Support. Your access to the Software and Services may be deployed through a software-as-a-service ("SaaS" or "Cloud") format whereby the Software and Services are hosted on third party servers including but not limited servers operated by Amazon Web Services, LLC ("Amazon") and its affiliates. Intterra makes no representations or warranties regarding the stability, compatibility, integrity or privacy of Amazon or other Cloud-based hosting services. The Services, Content, Third Party Products and other related or relied upon Cloud-based SaaS may be particularly vulnerable to hacking, software viruses, privacy breaches, denial of service attacks, acts of God, acts of war, force majeure events, system crashes, platform connectivity and Intterra disclaims any and all liability for such problems. The Services or Content may also be incompatible with Your hardware devices, operating systems, mobile apps, laptops, notebooks, desktops, mobile devices or other systems or software ("Other Systems"). Such incompatibility issues may cause the Software and Services or the Other Systems to crash or operate improperly. In addition, You are hereby admonished that Intterra does not maintain back-up hardware systems, servers, Cloud or other hosting facilities of any kind, unless specified in a separate contract or purchase order agreement. Intterra disclaims any and all responsibility and liability for any lost, stolen or corrupted data, Content or information. Intterra does not offer a 24/7 help desk, unless specified in a separate contract or

purchase order agreement. Access to a live-person help desk may be limited or unavailable during an incident or emergency. Intterra hereby disclaims any and all liability for the absence of a help desk or other support personnel.

(c) Erroneous Assumptions, Improper Use, Erroneous Inputs and Data. In addition to other disclaimers of liability herein, Content generated by (and data supplied to) the Software or the Services may be based on erroneous assumptions, improper usage or erroneous interpretation of the previous Content or data by You, partner agencies and organizations that provide you data, and external sources which you authorize ("Decision Makers"). Intterra disclaims responsibility for the actions of such Decision Makers as well as their assumptions and interpretations of the Content and other information.

(d) Utilization of Services under Dangerous Conditions. Your use of the Software or Services under certain conditions, such as walking, driving or in other conditions where Your attention may be impaired, can lead to Your injury or death or to the injury or death of third parties and You accept all risk associated with such use. Intterra disclaims all liability that might arise from Your use of the Software or Services under any circumstances where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.

(e) Dangerous Environments. Intterra does not control who or how data can be supplied to the Software or the Services or who can send You a message containing information, instructions, recommendations, directions and/or maps. Only follow instructions, recommendations, directions or maps that have been received from people You trust and in accordance with the applicable protocols, chains of command and incident information management requirements. All decisions based upon the use of the Services are subject to Your verification of the data, Content and assessment of dangerous environments. All decisions or actions made by You are subject to Your professional judgment and are the sole responsibility of You and not the Software, Services, their maps, depictions, databases or Content. By clicking "I ACCEPT," or by using the Software and Services, You acknowledge and accept all risk associated with such use. Intterra disclaims all liability that might arise from Your use of the Services to give or follow directions, develop a course-of-action, develop a risk mitigation strategy, travel to a location or meet with another person.

(f) Dangerous Locations. Intterra does not provide information regarding the safety or acceptability of locations for which You have received directions or a map. Only follow directions or maps to locations You know and trust and do not follow directions or maps to locations with which you are unfamiliar or uncomfortable or inconsistent with established protocols. The relative safety of a location during an incident is dynamic and may change from safe to unsafe at any time without notice. Your use of the Software or Services to travel to an unsafe location can lead to Your loss of possessions, to Your injury or death, or to the injury or death of third parties. By clicking "I ACCEPT," or by using the Software or Services, You accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Services to deploy personnel or assets to any location where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.

#### **10. Limitation of Liability.**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, UNDER NO



CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL INTTERRA OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON

(I) FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE OR THE SERVICES PROVIDED BY OR ON BEHALF OF INTTERRA, OR (II) FOR ANY MATTER BEYOND INTTERRA OR ITS LICENSORS' REASONABLE CONTROL. INTTERRA AND ITS LICENSORS' MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO (I) THE PURCHASE PRICE PAID BY YOU FOR THE SERVICES, OR (II) IF YOU RECEIVED THE SERVICES FREE OF CHARGE, TWENTY DOLLARS (\$20.00), EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE INTTERRA'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF INTTERRA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

(I) ANY OF THE ABOVE LIMITATIONS OF LIABILITY, (II) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (III) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES, (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOFTWARE OR SERVICES, (VI) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE OR SERVICES BY ANY THIRD PARTY, AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT INTTERRA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE TRANSIT INFORMATION CONTAINED IN CONTENT AND/OR PROVIDED BY

THE SOFTWARE OR SERVICES INCLUDES INFORMATION PROVIDED BY THIRD PARTIES, AND IS INTENDED FOR PLANNING PURPOSES ONLY. INTERRA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

The Services are controlled and offered by Intterra from its facilities in the United States of America. Intterra makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**11. No Third-Party Beneficiaries**

You agree that, except as otherwise expressly provided in this Terms of Use, there shall be no third-party beneficiaries to this agreement.

**12. Indemnity**

You agree to defend, indemnify and hold harmless Intterra, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, patent, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Services.

**13. Ability to Accept Terms of Use**

By your use of the Services, you affirm that you are either are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Services are not intended for children under 13. If you are under 13 years of age, then please do not use the Services. There are lots of other great Services for you. Talk to your parents about what Services are appropriate for you. Minors over the age of 13 must ask their parents or guardians for permission before using or visiting the Services or sending any personal information to anyone over the Internet.

**14. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Intterra without restriction.

**15. Government Restricted Rights.**

If you are an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or Services, or any related documentation of any kind, including technical data or related manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software or Services include a commercial website and the related documentation is commercial website documentation. The use of the website and related documentation is further restricted in accordance with the terms of this Terms of Use, or any modification hereto.

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3740 Dacoro Lane, Suite 200C  
Castle Rock, CO 80109

#### **16. Proprietary Rights.**

Intterra and its licensors shall own and retain all rights, title and (except as expressly licensed hereunder) interest in and to the Content and Services, all associated copyrights, Marks, trade secrets and all copies or portions thereof, original works of authorship, look and feel, and any derivative works thereof (by whomever created). The Content, Services, and Software are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Notwithstanding anything else, the Software and Services are licensed and not sold. All rights in the Services and Software that are not specifically granted in this Agreement are reserved by Intterra and its licensors.

#### **17. Term and Termination.**

This Agreement is effective until terminated hereunder. You may terminate the Terms of Service at any time by terminating Your account, or failing to make requisite payments for the Services Intterra will have the right to terminate the license granted herein immediately if You fail to comply with any term or condition of this Agreement. The Terms of Use Agreement will terminate automatically upon User's breach of any terms of this Agreement. Intterra will also have the right to terminate the license granted herein immediately upon its sole discretion. Upon termination of this Agreement for any reason, You shall immediately stop using the Services and shall destroy and remove from all computers, hard drives, networks, and other storage media all Content. Sections 2 through 17 shall survive any termination of this Agreement.

#### **18. General**

These Terms of Service represents the complete agreement concerning the Services between the parties and supersedes all prior agreements and representations between them. The Terms of Service may be amended only by a writing executed by both parties. If any provision of the Terms of Service is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and the Terms of Service shall otherwise remain in full force and effect and enforceable. The failure of Intterra to act with respect to a breach of the Terms of Service by User or others does not constitute a waiver and shall not limit Intterra's rights with respect to such breach or any subsequent breaches. The Terms of Service are

personal to User and may not be assigned or transferred for any reason whatsoever without Intterra's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Intterra expressly reserves the right to assign the Terms of Use and to delegate any of its obligations hereunder. The Terms of Use shall be governed by and construed under Colorado law (without regard to its conflicts of laws provisions) as such law applies to agreements between Colorado residents entered into and to be performed within Colorado. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation or negotiation within 60 days shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in accordance to the United States Federal Arbitration Act. Each party recognizes and agrees that any claim or dispute, with the exception of intellectual property disputes, must be submitted to arbitration within one year from which it could be filed. Otherwise, it is permanently barred. The arbitration proceedings will be conducted in the English language in the city of Castle Rock, Colorado. The arbitration proceedings will be conducted by one (1) arbitrator, according to the AAA's then current consumer arbitration rules. The arbitrator shall decide the dispute in accordance with the substantive law of the state of Colorado. Any judgment rendered by the arbitrator shall be confidential, provided that, if the non-prevailing party does not comply with the award within the time period permitted therein, the prevailing party may enter the award in a court of competent jurisdiction for the sole and limited purpose of confirming the terms of the arbitration award and enforcing compliance.

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS OF USE ARE MATERIAL BARGAINED FOR BASIS OF THE TERMS OF USE AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THESE TERMS OF USE AND IN THE DECISION BY EACH PARTY TO ENTER INTO THESE TERMS OF USE.

Questions concerning these Terms of Use should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, Inc.  
3740 Dacoro Lane, Suite 200C  
Castle Rock, CO 80109

10 January 2017





*Revised October 4, 2018*

## INTTERRA PRIVACY POLICY

**Intterra, Inc., a Nevada corporation** ("Intterra" or the "Company") takes your privacy seriously. Please read the following to learn more about our privacy policy. This Privacy Policy should be read in conjunction with Intterra's Terms of Use, which may be found at <https://www.intterragroup.com/terms-of-use-agreement/>

### What This Privacy Policy Covers

- This policy only applies to the publicly accessible website or any other publicly accessible websites owned or operated by Intterra, including portions of the website that are only accessible to free registered users (collectively, the "Website"). This policy does not apply to any third-party websites that might be linked to the Website or to the practices of companies that Intterra does not own or control, or to people that Intterra does not employ or manage. Intterra has no control over, and assumes no responsibility for, the privacy policies or practices of such third-party websites. Information on such third-party websites may be obtained directly from those third-parties, possibly from their websites.
- This policy covers how Intterra treats personal information that Intterra collects and receives from the Website and free online services that may be delivered through the Website (collectively, the "Services"). Personal information is information about you that is personally identifiable like your name, address, email address, or phone number, and that is not otherwise publicly available.
- **This policy does NOT apply to any of your private information that is collected, received and/or stored through your use of any Intterra products or fee-based, cloud services, including information related to your current and past use of Intterra Product Modules, Field Tool or SituationAnalyst software (the "Products").** Use of the Products and the terms and conditions governing your private information are controlled by the terms of Intterra's Terms of Use and End User License Agreement.

### Information Collection and Use

- Intterra collects personal information when you register with Intterra, when you use the Website, and when you download and/or use software provided by Intterra and/or the Website. Intterra may utilize information that it obtains from you to collect additional information about you from business partners or other

companies and may combine information that it obtains from you with information from business partners or other companies.

- When you register and/or use software provided by Intterra we may ask for information such as your name, email address, birth date, financial information, Social Security Number (SSN), gender, ZIP code, cell phone number, cell phone service provider, current location, places of interest to you, your personal habits, path of travel, occupation, industry, personal interests, and personal pictures/photographs. When you register with Intterra and/or the Website, and sign in to our Services, you are not anonymous to us.
- For certain public services, we may request credit card or other payment account information which we maintain on secure servers.
- Intterra collects information about your transactions with us and with some of our business partners, including information about your use of Services that we offer.
- Intterra automatically receives and records information from your computer and browser, including your IP address, cookie information, software and hardware attributes, and the page you request.
- Intterra uses information for the following general purposes to: provide Services that you activate or request to you, customize the advertising and content you see, fulfill your requests for other Services, improve our Services, contact you, conduct research, provide anonymous reporting for internal and external clients, and for sale to other clients or third parties in non-aggregated and aggregated forms (but only as set forth below).
- The only way to prevent Intterra from collecting personal information about you is to not use our Website, services or software.
- At anytime you may elect not to receive messages from us. In other words, you may opt out. At any time after your initial registration to receive information from us, you can opt out by sending an email message to [info@intterragroup.com](mailto:info@intterragroup.com) with the word "Remove" in the subject field; or

Send mail to the following postal address:

Attn:  
Intterra, Inc.  
3740 Dacoro Lane  
Suite 200C  
Castle Rock, CO 80109

Opting out may prevent you from receiving email messages regarding updates, improvements, or special offers. If Intterra has provided any third-party with your personal information, you will have to contact the third-party directly with any opt-out request.



- **Special Note Regarding Children:** Intterra believes that protecting the privacy of children on the Internet is very important. The Website and the services provided by Intterra and Intterra' software are not designed to attract children under the age of 13, and Intterra does not intentionally collect personal information from such children. Ordering online products, services and information is limited to adults 18 or over. Children should exercise caution before providing personal information online and should discuss with an adult or guardian before doing so. Intterra also urges parents and guardians to consider using one of the low-cost programs designed to protect children while they are online.

### **Information Sharing and Disclosure**

- Intterra may share personal information about you with other people or non-affiliated companies to provide products or services you've requested, to target advertising and content for you to see, when we have your permission, or under the following circumstances:
  - We provide the information to trusted partners who work on behalf of or with Intterra under confidentiality agreements. These companies may use your personal information to help Intterra communicate with you about offers from Intterra and our marketing partners.
  - Intterra reiterates that Intterra, the Website and all Intterra Services, and software is not designed or intended to attract children under the age of 13 as users and Intterra does not intentionally collect personal information from such children. However, if a parent/guardian permits their child under age 13 to register with Intterra, to use the Website, and/or to use the Services, then that parent/guardian is permitting Intterra to collect and use their child's personal information in the same manner set forth herein that Intterra uses any other user's personal information.
  - We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend ourselves against legal claims.
  - We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Intterra' Terms of Use, or as otherwise required by law.
  - We transfer information about you if Intterra is acquired by or merged with another company. In this event, Intterra will notify you, by a notice posted in this Privacy Policy, before information about you is transferred and becomes subject to a different privacy policy.
- Intterra may display targeted advertisements and content based on your personal information. Advertisers (including advertisement serving companies)

may assume that people who interact with, view, or click targeted advertisements meet the targeting criteria—for example, women ages 18-24 from a particular geographic area. However, not all advertisements and content may be appropriate for you. If you disapprove of advertisements or content targeted to you, your only choice to prevent further such advertisements or content being shown to you is to discontinue use of the Website and Services.

## **Cookies**

- Intterra may set and access cookies on your computer. A cookie is a small data string our server writes to your hard drive. This data string contains your unique user ID for our Website. This technology also allows us to customize your experiences when you visit the Website. For example, we may be able to deliver content specific to your interests, keep track of your online ordering and alert you to new services.
- Intterra may let other companies that show advertisements on some of our pages set and access their cookies on your computer. Other companies' use of their cookies is subject to their own privacy policies, not this one. Advertisers or other companies may have access to Intterra's cookies.
- Intterra collects non-personally identifiable information regarding your visit, usually in the form of cookies, log files, or clear .gif files. Cookies contain a session identification number that our systems use to recall previous authentication or order information from our servers. We may also collect your domain name, IP address, the address of the last URL you visited prior to coming to our Web site, and your browser and platform type. We may use third party navigation and localization services to target advertisements and content based on where you are located. We may use third party tracking services to help us analyze this information in the aggregate to evaluate the effectiveness of our site. In some cases, the information is collected directly by the third party and in others it is forwarded by Intterra to the third party.
- A cookie cannot be used to access or otherwise compromise the data on your hard drive. Your privacy is always protected. However, at any time you may choose to change your browser settings to disable cookies if you do not want us to establish and maintain a unique Ping by Intterra website user ID for you. Please be aware that cookies may be required to complete certain functions on this Web site, such as ordering online. Please consult the instructions provided by your browser provider to change your browser settings, remove cookies or to disable cookies.

## **Confidentiality and Security**

- We limit access to personal information about you to employees who we believe reasonably need to come into contact with that information to provide Services to you or in order to do their jobs.
- We have physical, electronic, and procedural safeguards that comply with federal regulations to protect personal information about you.

#### **Changes to this Privacy Policy**

- Intterra may update this policy. We will notify you about significant changes in the way we treat personal information by providing a notice within this Privacy Policy and/or by sending a notice to the primary email address specified in your Intterra account.

#### **Questions and Suggestions**

- If you have questions or suggestions you can contact us on our Website or at:  
Intterra, Inc.  
3740 Dacoro Lane  
Suite 200 C  
Castle Rock, CO 80109



## **End User License/Service Agreement (the "Agreement")**

**IMPORTANT READ CAREFULLY:** This Agreement is a legal and binding agreement between you ("You" or "Your") and Intterra, Inc. ("INTTERRA") for the suite of information services that you are about to Login to and/or install (on Your computer or servers) and any related materials, documentation, updates or modifications that may be provided to You by INTTERRA or its licensees or agents, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively, the "Software"). Your access to the Software may be deployed through a software-as-a-service ("SaaS" or "Cloud") format whereby the Software is hosted on third party servers (referenced as the "Service"). When used properly, the Software compiles data provided by You, partner agencies and organizations that provide you data, and external sources which you authorize to generate a timely, graphic, multi-functional, depiction of incident and performance information. The Software is provided subject to the limitations, restrictions and disclaimers of liability set forth below.

**BY CLICKING ON THE "I ACCEPT" BUTTON OR OTHERWISE INSTALLING OR USING ANY PART OF THE SOFTWARE OR SERVICE, YOU ARE CONSENTING TO BECOME A PARTY TO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS. YOUR WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT.**

**IF YOU DO NOT WANT TO BECOME A PARTY TO THIS AGREEMENT OR DO NOT AGREE WITH OR CANNOT COMPLY WITH ALL OF ITS TERMS, DO NOT CLICK ON THE "I ACCEPT" BUTTON OR INSTALL OR USE ANY PART OF THE SOFTWARE OR SERVICE, AND YOU WILL NOT BE LICENSED TO THE SOFTWARE OR BE AUTHORIZED TO USE ANY PART OF THE SERVICE.**

Under this Agreement, You are obtaining a single (1) instance of the software for use on one (1) machine; or a service access right to access and use the Service, as defined below.

### **1. Rights.**

(a) Single Instance License. Subject to Your compliance with the terms and conditions of this Agreement, INTTERRA hereby grants to You either:

(i) a limited, non-sublicensable, non-transferable, non-exclusive license to:

(A) use one (1) copy of the Software only for Your personal or organizational use on a single machine (single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single geodatabase server that is used operationally or 'in production') and only in accordance with documentation for such device; and

(B) make one copy of the Software in machine readable form solely for archival back-up purposes, provided You reproduce INTTERRA's copyright proprietary legends in any such copy; or

(ii) a limited, personal, non-sublicensable, non-transferable, non-exclusive service access right to:

(A) access and use the Services for Your personal or organizational use subject to the terms and/or conditions set forth in any initial or subsequent ordering document and/or online request for access to the Services submitted on your behalf to INTTERRA that has been accepted by INTTERRA.

## **2. License/Service Access Right Restrictions.**

(a) General Restrictions. You shall not (nor shall You permit anyone else to) directly or indirectly: (i) copy (except as expressly set forth above), modify, or distribute the Software, the Service, or any portion thereof; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software, the Service, or any portion thereof (except where the foregoing is permitted by applicable local law, and then only to the extent so permitted); (iii) rent or lease the Software, the Service, or any portion thereof to a third party, or otherwise use or allow the use of the Software, the Service, or any portion thereof to be used for any commercial purpose or on behalf of any third party; (iv) remove or obscure any proprietary notices on the Software or Service; (v) post or otherwise make available the Software, the Service, or any portion thereof, in any form, on the Internet or other publicly-available forum; (vi) distribute copies of the Software to others (electronically or otherwise); (vii) use a previous version of the Software after you receive a new version and are asked to discontinue using the previous version; (viii) export or re-export the Software in violation of any laws or regulations. As a specific condition of this license or service access right, You agree to use the Software or Service in compliance with all applicable laws, including without limitation copyright laws, and that You will not copy, transmit, perform or distribute any audio, video or other content using the Software or Service without obtaining all necessary licenses or permissions from the owner of the content. The Software or Service and its respective features and functions, when used alone or in combination with a computing device or other systems, may be protected by one or more of US and/or foreign patents. A listing of any such patents may be included in the "About" box or menu associated with the Software or Service and INTTERRA reserves the right to update that listing from time to time, but You should not consider any such listing to be a complete or exhaustive list of all patents that may cover the Software and You should not consider the absence of any such listing to be an indication that no patents cover the Software or Service.

## **3. Special Restrictions, Disclaimers and Liability Limitations with respect to the use of the Software.**

The Software and/or Service are subject to the following restrictions, disclaimers and liability limitations:

(a) Third Party Products, Data and Content. The Software or Service may work in conjunction with (or rely upon) third party products, data or content that is not owned or controlled by INTTERRA ("Third Party Products"). When the Software or Service is used (or relies upon) such Third Party Products, by clicking "I ACCEPT, you are acknowledging that You accept both the Software or Service and the Third Party Products at Your risk. Conflicts may develop between the Software or Service and such Third Party Products that may inhibit the Software's or Service's performance, accuracy, functionality or operation. INTTERRA disclaims all liability that may arise from the use (or reliance upon) the Software or Service



and/or the use (or reliance upon) such Third Party Products. INTTERRA does not verify the validity or accuracy the Software or Service nor its messages or graphic images, renderings, thermal maps, topographic maps, depictions, text, video, photos, images, clipart, etc. ("Content") in association with the Software. Nor does INTTERRA verify the accuracy, performance, functionality or operation of Third Party Products or data provided to the Software or Service from such Third Party Products. Your right to use, copy or do anything with such Third Party Products is solely at the discretion of the third party provider of such Third Party Products. The Software's or Service's use and reliance upon such Third Party Products may result in erroneous data or Content being provided to You by the Software or Service. You are hereby admonished to rely solely (if at all) on independently verifiable information that You know and trust and not to rely on the Content, the Software or Service. It is Your responsibility to decide, independent of the Software or Service, what if any actions to take (or not to take) in a given situation based on the factors that you deem relevant in a given situation. INTTERRA admonishes You that the Content generated by the Software or Service and the data upon which it is based may be inaccurate, corrupted, misleading or erroneous due to erroneous assumptions, inaccurate information, or poor choices provided by You, partner agencies and organizations that provide you data, and external sources which you authorize, or hackers.

(b) Cloud-based Service, Lack of Back-up, Incompatibility & Help-Desk Support. Your access to the Software may be deployed through a software-as-a-service ("SaaS" or "Cloud") format whereby the Software is hosted on third party servers including but not limited servers operated by Amazon Web Services, LLC ("Amazon") and its affiliates. INTTERRA makes no representations or warranties regarding the stability, compatibility, integrity or privacy of Amazon or other Cloud-based hosting services. The Software, Content, Third Party Products and other related or relied upon Cloud-based SaaS may be particularly vulnerable to hacking, software viruses, privacy breaches, denial of service attacks, acts of God, acts of war, force majeure events, system crashes, platform connectivity and INTTERRA disclaims any and all liability for such problems. The Software or Content may also be incompatible with Your hardware devices, operating systems, mobile apps, laptops, notebooks, desktops, mobile devices or other systems or software ("Other Systems"). Such incompatibility issues may cause the Software or the Other Systems to crash or operate improperly. In addition, You are admonished that INTTERRA does not maintain back-up hardware systems, servers, Cloud or other hosting facilities of any kind unless specified in a separate contract or purchase order agreement. INTTERRA disclaims any and all responsibility and liability for any lost, stolen or corrupted data, Content or information. INTTERRA does not offer a 24/7 help desk unless specified in a separate contract or purchase order agreement. Access to a live-person help desk may be limited or unavailable during an incident or emergency. INTTERRA hereby disclaims any and all liability for the absence of a help desk or other support personnel.

(c) Erroneous Assumptions, Improper Use, Erroneous Inputs and Data. In addition to other disclaimers of liability herein, Content generated by (and data supplied to) the Software or Service may be based on erroneous assumptions, improper usage or erroneous interpretation of the previous Content or data by You, partner agencies and organizations that provide you data, and external sources which you authorize. INTTERRA disclaims responsibility for the actions of such Decision Makers as well as their assumptions and interpretations of the Content and other information.

(d) Utilization of Software or Service under Dangerous Conditions. Your use of the Software or Service under certain conditions, such as walking, driving or in other conditions where Your attention may be impaired, can lead to Your injury or death or to the injury or death of third parties and You accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Service under any circumstances where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.



(e) Dangerous Environments. INTTERRA does not control who or how data can be supplied to the Software or Service or who can send You a message containing information, instructions, recommendations, directions and/or maps. Only follow instructions, recommendations, directions or maps that have been received from people You trust and in accordance with the applicable protocols, chains of command and incident information management requirements. All decisions based upon the use of the Software or Service is subject to Your verification of the data, Content and assessment of dangerous environments. All decisions or actions made by You are subject to Your professional judgment and are the sole responsibility of You and not the Software, the Service, or their respective maps, depictions, or databases. By using the Service, by clicking "I ACCEPT", or by taking any other affirmative action indicating your acceptance of this Agreement, You acknowledge and accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Service to give or follow directions, develop a course-of-action, develop a risk mitigation strategy, travel to a location or meet with another person.

(f) Dangerous Locations. INTTERRA does not provide information regarding the safety or acceptability of locations for which You have received directions or a map. Only follow directions or maps to locations You know and trust and do not follow directions or maps to locations with which you are unfamiliar or uncomfortable or inconsistent with established protocols. The relative safety of a location during an incident is dynamic and may change from safe to unsafe at any time without notice. Your use of the Software or Service to travel to an unsafe location can lead to Your loss of possessions, to Your injury or death, or to the injury or death of third parties. By using the Service, by clicking "I ACCEPT", or by taking any other affirmative action indicating your acceptance of this Agreement, You accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Service to deploy personnel or assets to any location where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.

(g) Use of Content with Software or Service. To the degree that You are able to use the Software or Service to incorporate or receive any Content on any computing device, You do so solely at Your own risk. You may not create scandalous, obscene, defamatory, immoral, infringing or illegal works using the Content nor use the Content for any other purpose which is prohibited by law. If the Content is owned by a third party, You are solely responsible for acquiring the right to copy, use or do anything else with that Content from that third party. INTTERRA disclaims all liability that might arise from Your use of the Content in association with the Software or Service.

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INTTERRA and its licensors shall own and retain all right, title, and (except as expressly licensed hereunder) interest in and to the Software, all copies or portions thereof, the Service, and any derivative works thereof (by whomever created). In using the Software or Service, data will be provided by one or more of Your systems to the Software or Service for processing to create a derivative data set ("Performance Data"). Such data includes data provided by Computer Aided Dispatch Systems ("CAD") systems, Record Management Systems ("RMS"), Automatic Vehicle Location Systems ("AVL"), Electronic Patient Care Reports ("EPCR"), and the like. You agree and warrant that the Performance Data and any intellectual property related to the Performance Data are owned in their entirety solely by INTTERRA. The Software and the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Notwithstanding anything else, the Software is licensed and not sold. All rights in the Software not specifically granted in this Agreement are reserved by INTTERRA and its licensors.

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You agree to maintain the Software and any data or databases contained therein in confidence and that You will not disclose the Software or Service to any third party without the express written consent of INTTERRA. You may not use the Software or Service except as set forth herein. You further agree to take all reasonable precautions to preclude access of unauthorized persons to the Software or Service.

## **6. Term and Termination.**

This license or service access right is effective until terminated hereunder. You may terminate the license at any time by destroying the Software (including the related documentation) together with all copies or modifications in any form. INTTERRA will have the right to terminate the license or service access right granted herein immediately if You fail to comply with any term or condition of this Agreement. The license or service access right granted to You herein will terminate automatically upon any breach of Sections 1, 2, 3 or 5. INTTERRA will also have the right to terminate the license or service access right granted herein immediately upon its sole discretion. Upon termination of this Agreement for any reason, You shall immediately stop using the Software or Service and shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Software. Sections 2 through 13 shall survive any termination of this Agreement.

## **7. Limited Warranty.**

INTTERRA and its licensors warrant only that the Software will perform substantially in accordance with the specifications stated for the Software in any documentation, if any, accompanying the Software for a period of ninety (90) days (the "Warranty Period"). THIS WARRANTY SHALL NOT APPLY TO ANY SOFTWARE WHICH HAS BEEN ABUSED, MISUSED, DAMAGED, ALTERED, NEGLECTED, OR SUBJECTED TO UNAUTHORIZED REPAIR OR INSTALLATION, AS REASONABLY DETERMINED BY INTTERRA. NOTWITHSTANDING ANYTHING ELSE HEREIN, THE ENTIRE LIABILITY OF INTTERRA AND ITS LICENSORS, AND YOUR EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING WARRANTY, SHALL BE, AT INTTERRA'S OPTION AND EXPENSE: (A) REPAIR OR REPLACEMENT OF THE SOFTWARE FOR SOFTWARE THAT MEETS THE WARRANTY OR (B) IF REPAIRING OR REPLACING THE SOFTWARE IS NOT COMMERCIALY PRACTICABLE IN INTTERRA'S SOLE DISCRETION, REFUND OF THE PURCHASE PRICE PAID BY YOU, IF ANY, IN BOTH CASES ONLY WHERE THE SOFTWARE IS RETURNED TO INTTERRA, WITHIN THE WARRANTY PERIOD.

## **8. Warranty Disclaimer.**

THE LIMITED WARRANTY SET FORTH IN SECTION 7 IS THE ONLY WARRANTY PROVIDED BY INTTERRA. EXCEPT FOR THE FOREGOING, THE SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS" AND INTTERRA MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SOFTWARE OR ANY SERVICES PROVIDED BY INTTERRA HEREUNDER. INTTERRA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

FURTHER, INTTERRA DOES NOT WARRANT RESULTS OF USE OR THAT THE SOFTWARE IS BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED. INTTERRA AND ITS LICENSORS DO NOT AND CANNOT WARRANT THE RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR SERVICE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

**9. Limitation of Liability.**

NOTWITHSTANDING ANYTHING ELSE HEREIN, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL INTTERRA OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON (I) FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE OR THE SERVICES PROVIDED BY OR ON BEHALF OF INTTERRA, OR (II) FOR ANY MATTER BEYOND INTTERRA OR ITS LICENSORS' REASONABLE CONTROL. INTTERRA AND ITS LICENSORS' MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO (I) THE PURCHASE PRICE PAID BY YOU FOR THE SOFTWARE, OR (II) IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, TWENTY DOLLARS (\$20.00), EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE INTTERRA'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF INTTERRA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

**10. Export.**

You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and You shall not export, or allow the export or re-export of the Software or Service in violation of any such restrictions, laws or regulations. By using the Software or Service, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country.

**11. Indemnity.**

You shall indemnify and hold harmless INTTERRA from any third party claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from Your use of the Software or Service as well as from Your failure to comply with any term of this Agreement.

**12. Government Restricted Rights.**

If You are an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or Service and any related documentation of any kind, including technical data or related manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal

Acquisition Regulation Supplement 227.7202 for military agencies. This Software or Service is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software or Service and related documentation is further restricted in accordance with the terms of this Agreement, or any modification hereto. Intterra, Inc. is located at 3740 Dacoro Lane, Suite 200C, Castle Rock, CO 80109.

### **13. General.**

This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and this Agreement shall otherwise remain in full force and effect and enforceable. The failure of INTTERRA to act with respect to a breach of this Agreement by You or others does not constitute a waiver and shall not limit INTTERRA's rights with respect to such breach or any subsequent breaches. This Agreement is personal to You and may not be assigned or transferred for any reason whatsoever without INTTERRA's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. INTTERRA expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be governed by and construed under Colorado law (without regard to its conflicts of laws or provisions) as such law applies to agreements between residents of any state in which this Agreement is entered into and performed. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation or negotiation within 60 days shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in accordance to the United States Federal Arbitration Act. Each party recognizes and agrees that any claim or dispute, with the exception of intellectual property disputes, must be submitted to arbitration within one year from which it could be filed. Otherwise, it is permanently barred. The arbitration proceedings will be conducted in the English language in the city of Castle Rock, Colorado. The arbitration proceedings will be conducted by one (1) arbitrator, according to the AAA's then current consumer arbitration rules. The arbitrator shall decide the dispute in accordance with the substantive law of the state of Colorado. Any judgment rendered by the arbitrator shall be confidential, provided that, if the non-prevailing party does not comply with the award within the time period permitted therein, the prevailing party may enter the award in a court of competent jurisdiction for the sole and limited purpose of confirming the terms of the arbitration award and enforcing compliance.

**EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.**

Questions concerning this Agreement should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, Inc.  
3740 Dacoro Lane, Suite 200C  
Castle Rock, CO 80109



## OCFA Special Procurement Justification Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 annually require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

Department/Section: Operations	Requested By: Brian Norton	Date: 09-12-19
Recommended Vendor: Intterra	Vendor Contact: Molly Hausmann	Vendor's E-mail Address: molly.hausmann@intterragroup.com
Vendor Address: 3740 Dacoro Lane, Castle Rock, CO 80109		Vendor's Telephone #: (303) 489-6070
Type of Contract: <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Increase	Contract Term (Dates): 08/13/19 - 01/31/20	Contract Amount: \$158,550
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. Provide a detailed description of the product or service requested. Describe what it is. *Attach additional sheet if necessary.*

The Fire Integrated Real-time Intelligence System "FIRIS" Pilot Program will enhance Southern California wildfire situational awareness for first responders by providing real-time fire perimeter intelligence, WIFIRE continuous fire spread progression modeling, and high resolution color and infrared video. Intterra will provide additional services in the area of data management, integration and engineering resources for improved video streams.

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. *Attach additional sheet if necessary.*

The Intterra software modules currently in use by OCFA will also be utilized to provide the platform necessary for the FIRIS program. Based upon Intterra's previous experience in utilizing the software in this manner, and in establishing similar programs in other jurisdictions, OCFA elected to utilize Intterra to also provide consulting services. Intterra is assisting with the coordination and integration of the various technological aspects

**SECTION III – JUSTIFICATION (continued)**

of the FIRIS program (intelligence downlink, fire behavior modeling, improved video and static camera feeds, etc.) to create the seamless environment that will be accessible by first responders.

**3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.**

Funding for the FIRIS pilot program is allocated in the State budget, as approved by Governor Newsom, and is intended to be cost neutral to OCFA. Staff collaborated with Intterra to ensure that their portion of the program costs, including all ancillary fees, will not exceed the funding provided by the State.

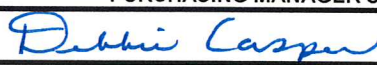

**4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)**

The FIRIS pilot program is intended to have a duration of 150 days. At the conclusion, program performance will be reviewed and it may be determined that the services should be extended. Should that occur, additional approvals to extend the Special Procurement will be sought. As the FIRIS Pilot Program continues to progress and develop, staff may have a need to modify the scope of services provided by Intterra and others.

**Special Procurement Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Brian Norton		9-19-19
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Brian Fennessy, Fire Chief		9/19/19

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
	9/19/19
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	9/19/19

Executive Committee Approval Required ☒ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_