



ORANGE COUNTY FIRE AUTHORITY AGENDA

Human Resources Committee Meeting

Tuesday, February 5, 2019

12:00 Noon

Orange County Fire Authority Regional Fire Operations and Training Center

1 Fire Authority Road

Room AE117

Irvine, California 92602

Vacant, Chair

Rob Johnson, Vice Chair

Noel Hatch Gene Hernandez Vince Rossini Dave Shawver

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 Human Resources 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 Human Resources Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority. Speaker Forms are available on the counter noted in the meeting room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE by Director Dave Shawver

ROLL CALL

PUBLIC COMMENTS

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

1. PRESENTATIONS

A. Employment Law Update

Presented by: Brigitte Gibb, Director/Human Resources

Recommended Action:

Receive presentation.

2. MINUTES

A. Minutes from the November 6, 2018, Regular Human Resources Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

No items.

4. DISCUSSION CALENDAR

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

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

Recommended Action:

Review and approve the proposed agenda item and direct staff to place the item on the agenda for the Board of Director's meeting of February 28, 2019, with the Human Resources Committee's recommendation that the Board adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING A 401(a) GOVERNMENTAL DEFERRED COMPENSATION PLAN.

B. Amendment to Personnel and Salary Resolution

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

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Director's meeting of February 28, 2019, with the Human Resources Committee's recommendation that the Board adopt the amendment as proposed.

C. Lexipol Update

Submitted by Dave Anderson, Deputy Chief/Emergency Operations Bureau

Recommended Action:

Receive and file the report.

D. Professional Standards Update

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

Recommended Action:

Receive and file the report.

E. Recruiting Diversity Update

Submitted by Brigette Gibb, Director/Human Resources

Recommended Action:

Receive and file the report.

ELECTION OF HUMAN RESOURCES COMMITTEE CHAIR AND VICE CHAIR

COMMENTS

HUMAN RESOURCES DIRECTOR'S COMMENTS

COMMITTEE MEMBER COMMENTS

CLOSED SESSION

CS1. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation
(35 Cases)

CLOSED SESSION REPORT

ADJOURNMENT – The next regular meeting of the Human Resources Committee will be May 7, 2019, at 12 noon.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, 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 31st day of January 2019.

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

UPCOMING MEETINGS:

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

California Employment Law Update

Human Resources Committee

Presented by

Human Resources Director Brigette Gibb

February 5, 2019



Sexual Harassment

Senate Bill (SB) 224

- Expands list of individuals who may be liable (personally) for sexual harassment under Civil Code section 51.9
 - Elected Official
 - Investor
 - Lobbyist
 - Director
 - Producer
- (Civil Code section 51.9: Government Code sections 12930 and 12948)



Sexual Harassment

SB 224 (continued)

- In a cause of action for sexual harassment, eliminates the element that the plaintiff had an inability to easily terminate the relationship with the defendant
- Makes DFEH responsible for enforcement of sexual harassment claims
- Makes it an unlawful practice to deny or aid, incite or conspire in the denial of rights of persons related to sexual harassment actions



Discrimination, Sexual Assault & Sexual Harassment SB 820

- Prohibits provisions in settlement agreements that prevents the disclosure of factual information relating to certain claims of sexual assault, harassment, or discrimination
- Makes those provisions (after 1/1/19) void
- Courts may consider the pleadings, papers in the record, or other findings in determining the factual foundation of the causes of action

Discrimination & Harassment

SB 1300

- Expands employer responsibility for nonemployees acts of sexual harassment to any harassment activity
- In exchange for a raise, bonus, or continued employment prohibits an employer from:
 - Requiring a release of a claim or right under FEHA
 - Requiring a non-disparagement agreement or other document that denies employee right to disclose info about unlawful acts in the workplace, including sexual harassment

Discrimination & Harassment

SB 1300 (continued)


- Authorizes employer to provide bystander intervention training to employees
- Prohibits prevailing defendant from being awarded fees and costs unless the court finds the action was frivolous, unreasonable, or groundless



Sexual Harassment

SB 1343

- Training requirements expand to employers of 5 or more employees (previously it was 50)
- Expands sexual harassment training to all nonsupervisory employees, requiring employers to provide one hour of training by January 1, 2020 and every 2 years thereafter
- Requires the Department of Fair Employment and Housing (DFEH) to develop online training courses and provide those as well as posters and fact sheets in specified alternate languages
- (Government Code sections 12950, 12950.1)



Sexual Harassment

Assembly Bill (AB) 2770

- Expands communications considered privileged and therefore protected from civil action for libel or slander to include:
 - Credible complaints of sexual harassment
 - Communications regarding a complaint of sexual harassment
 - Communication as to whether an employer would rehire an employee or not is based on a determination by the employer that the employee engaged in sexual harassment.
- (Civil Code section 47)



Female Representation

SB 826

- Requires publicly held corporation (principal executive offices in California) to have female directors as follows:
 - Minimum of 1 (by close of 2019)
 - At least 2 if corporation has 5 directors (by close of 2021)
 - At least 3 if corporation has 6 or more (by close of 2021)



Lactation Location

AB 1976

- Requires an employer to make reasonable efforts to provide lactating employee with the use of a room or other location, other than a bathroom, in close proximity to the employee's work area for the employee to express milk in private



Salary/Wages

SB 3 & AB 2282

- Minimum Wage Increases from \$11 to \$12/hour
- Clears up ambiguity in last year's AB 168 ban on salary history inquiries and requirement to provide pay scales to applicants
 - Employers may inquire about an applicant's salary expectations for position applied for
 - External applicants are entitled to pay scale (upon request), after completing initial interview

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Human Resources Committee Meeting
Tuesday, November 6, 2018
12:00 Noon**

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

CALL TO ORDER

A meeting of the Human Resources Committee was called to order on November 6, 2018, at 12:02 p.m. by Chair Murray.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Laurie Davies, Laguna Niguel
Noel Hatch, Laguna Woods
Rob Johnson, Cypress
David Shawver, Stanton
Al Murray, Tustin
Gene Hernandez, Yorba Linda

Absent: Vince Rossini, Villa Park

Also present were:

Fire Chief Fennessy	Deputy Chief Lori Zeller
Deputy Chief Dave Anderson	Assistant Chief Lori Smith
Human Resources Director Brigitte Gibb	Legal Counsel Barbara Raileanu
Clerk of the Authority Sherry Wentz	

PUBLIC COMMENTS (F: 12.02D3)

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

1. PRESENTATIONS

A. Behavioral Health (F:18.10M)

Risk Manager Jonathan Wilby presented a PowerPoint presentation on Behavioral Health Program Update.

By consensus, the Committee received and filed the presentation.

B. Cancer Prevention (F: 18.10L)

Risk Manager Jonathan Wilby presented a PowerPoint presentation on Cancer Awareness Prevention Program Update.

By consensus, the Committee received and filed the presentation.

2. MINUTES

A. Minutes from the Human Resources Committee September 4, 2018, Special Meeting (F: 12.02D2)

On motion of Director Hernandez and second by Director Davies, the Human Resources Committee voted unanimously by those present to approve the Minutes of the September 4, 2018, Special Human Resources Committee meeting as submitted.

3. CONSENT CALENDAR

A. Contract Award for Classification and Compensation Study Services (F: 17.18A)

On motion of Director Davies and second by Director Hernandez, the Human Resources Committee voted unanimously by those present to receive and file the report.

4. DISCUSSION CALENDAR

A. Annual Workers Compensation Program Update (F: 18.10A2c)

Risk Manager Jonathan Wilby provided an update on the Annual Workers Compensation Program.

By consensus, the Committee received and filed the presentation.

B. FY 2017/18 Human Resources Accomplishments (F: 12.02D8)

Human Resources Director Brigitte Gibb provided an overview of the FY 2017/18 Human Resources Accomplishments.

By consensus, the Committee received and filed the presentation.

HUMAN RESOURCES DIRECTOR'S COMMENTS (F: 12.02D6)

Human Resources Director Brigitte Gibb provided updates to Firefighter Academy 47 and 48; reported she and Human Resources Manager Tia Grasso will be attending an upcoming seminar with Fire Chief Fennessy in San Francisco regarding diversity in the fire service; and thanked Chair Murray for his dedication and services on the Human Resources Committee.

COMMITTEE MEMBER COMMENTS (F: 12.02D4)

Director Hatch asked for an update on the Mission Driven Culture Program. Chief Fennessy provided an update of the program.

Director Shawver thanked staff for a job well done at the open house at Fire Station 46. He thanked Chair Murray for his service as Chair for Human Resources Committee and that it has been a pleasure working with him all these years.

Vice Chair Johnson commended Human Resources Director Brigitte Gibb and her staff and thanked them for all their efforts, research, and solutions. He also thanked Chair Murray for his services as Chair of Human Resources Committee.

Chair Murray thanked OCFA staff for all their support for Costa Mesa Fire Captain Mike Kreza, who died this weekend (by a DUI). Chair Murray said this was very personal as he worked with his father in the past at Irvine Police Department.

Chair Murray requested for staff to provide updates at the next meeting on Professional Standard Unit, a status update on Lexipol, and on our recruitment process moving forward.

CLOSED SESSION (F: 12.02D5)

General Counsel Barbara Raileanu reported the Human Resources Committee would be convening to Closed Session to consider the matter on Agenda identified as CS1, Conference with Legal Counsel-Anticipated Litigation.

CS1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Authority: Government code section 54956.9(b) – Significant Exposure to Litigation (32 cases)

Chair Murray recessed the meeting to Closed Session at 1:21 p.m.

Chair Murray reconvened the meeting from Closed Session at 2:09 p.m., with all members present.

CLOSED SESSION REPORT (F: 12.02D5)

Legal Counsel Barbara Raileanu stated there were no reportable actions.

ADJOURNMENT – Chair Murray adjourned the meeting at 2:10 p.m. in memory of Costa Mesa Fire Captain Kreza. The next regular meeting of the Human Resources Committee will be February 5, 2019, at 12:00 noon.

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



Orange County Fire Authority
AGENDA STAFF REPORT

**Human Resources Committee Meeting
February 5, 2019**

**Agenda Item No. 4A
Discussion Calendar**

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

Contact(s) for Further Information

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Tamaryn Boston, HR Manager

tamarynboston@ocfa.org

714.573.6018

Summary

This agenda item is submitted for Committee review and recommendation to bring before the Board for adoption of a resolution to implement a 401(a) deferred compensation program for Executive Management employees.

Prior Board/Committee Action

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

RECOMMENDED ACTION(S)

Review and approve the proposed agenda item and direct staff to place the item on the agenda for the Board of Director's meeting of February 28, 2019, with the Human Resources Committee's recommendation that the Board adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING A 401(a) GOVERNMENTAL DEFERRED COMPENSATION PLAN.

Impact to Cities/County

Not Applicable.

Fiscal Impact

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

Background

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

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

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

Attachment(s)

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

RESOLUTION NO. 2019-_____

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

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

WHEREAS, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and fund for their beneficiaries in the event of death; and

WHEREAS, Orange County Fire Authority prefers that its money purchase retirement plan be administered by Nationwide.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Authority does hereby establish a money purchase retirement plan pursuant to the specific provisions of the Adoption Agreement.

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

BE IT FURTHER RESOLVED that the Authority hereby agrees to serve as trustee under the Plan; and

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

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

PASSED, APPROVED, AND ADOPTED this 28th day of February 2019.

JOE MULLER, CHAIR
Board of Directors

ATTEST:

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

RESOLUTION NO. 2019-_____

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 28th day of February 2019.

ATTEST:

JOE MULLER, CHAIR
Board of Directors

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

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

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

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

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

Orange County Fire Authority

Printed Sponsor Name

NTC

01/28/19

Sponsor Signature

Date

Acceptance Date

Fire Chief

Title

Brian Fennessy

Printed Name

Signature

Date

Title

Printed Name

Signature

Date

Title

ARTICLE I — PURPOSE

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

ARTICLE II — DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III — THE ACCOUNT

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

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

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

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

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

ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC

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

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

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

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

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

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

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

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

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

ARTICLE V — INVESTMENT RESPONSIBILITY

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

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

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

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

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

ARTICLE VI — LOANS

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

ARTICLE VII — CONTRIBUTIONS NOT RECOVERABLE

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

ARTICLE VIII — ACCOUNT RECORDS AND REPORTS

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

ARTICLE IX — FIDUCIARY RESPONSIBILITIES AND LIABILITIES

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

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

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

ARTICLE X — LIMITATION OF LIABILITY

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

ARTICLE XI — RELIANCE ON COUNSEL AND INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE XII — NTC'S USE OF AFFILIATED COMPANIES

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

ARTICLE XIII — NTC'S COMPENSATION AND EXPENSES

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

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

ARTICLE XIV — TAXES

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

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

ARTICLE XV — AMENDMENT

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

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

ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION

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

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

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

ARTICLE XVII — SUCCESSOR

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

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

ARTICLE XVIII — GOVERNING LAW

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

ARTICLE XIX — IDENTITY VERIFICATION NOTICE

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

ARTICLE XX — RULES OF CONSTRUCTION

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

ARTICLE XXI — WAIVER

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

ARTICLE XXII — REFERENCES

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

ARTICLE XXIII — SEVERABILITY

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

ARTICLE XXIV — MUTUAL FUND DISCLOSURE

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

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

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

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

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

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

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

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

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

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

457(b) / 401(a) Comparison Chart

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



Orange County Fire Authority
AGENDA STAFF REPORT

Human Resources Committee Meeting
February 5, 2019

Agenda Item No. 4B
Discussion Calendar

Amendment to Personnel and Salary Resolution

Contact(s) for Further Information

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Summary

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

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Director's meeting of February 28, 2019, with the Human Resources Committee's recommendation that the Board adopt the amendment as proposed.

Impact to Cities/County

Not Applicable.

Fiscal Impact

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

Background

The Personnel and Salary Resolution (P&SR) defines the terms and conditions of employment for Executive Management employees, including the "Authority Issued Vehicles and Cash in Lieu Allowance Policy." Currently, the P&SR authorizes the Fire Chief to determine if an Executive Management employee requires the use of either an Authority-issued vehicle, emergency/Code 3 response vehicle or a non-emergency vehicle, based on duties performed. However, per the P&SR, two Executive Management classifications (Director of Communications and Human Resources Director) are not eligible to receive an Authority-issued vehicle, but instead receive a monthly cash allowance in the amount of five hundred dollars (\$500) for the use of their personal vehicle for Authority business.

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

In January 2019, staff conducted a survey to determine how other Orange County public agencies administer this type of benefit for their Executive Managers. The survey queried which agencies offer an agency-issued vehicle and/or a monthly cash allowance (including the amount), as well as which Executive Management classifications were eligible for the benefit. Of the eighteen (18) respondents, sixteen (16) provide a monthly cash allowance and/or an agency-issued vehicle to Executive Managers. Cash allowances range from \$225 to \$868 per month, depending on the classification. Executive Managers at eleven (11) agencies are eligible to receive either a monthly cash allowance or an agency issued vehicle, depending on their classification. Finally, Director-level positions at four (4) public agencies are eligible to receive an auto allowance or an agency-issued vehicle. The results of the survey are attached.

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

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

Attachment(s)

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

PERSONNEL AND SALARY RESOLUTION

ORANGE COUNTY FIRE AUTHORITY

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

PART 3 - EXECUTIVE MANAGEMENT
ARTICLE I

TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. General Provisions

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

Section 2. At-Will Appointments

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

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

- D. Reasonable Cause

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

Section 3. Life Insurance

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

Section 4. Optional Benefit Plan (OBP)

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

Section 5. CalPERS Health Care

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

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

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

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

Section 6. Range Adjustment

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

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

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

Section 7. Deferred Compensation

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

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

- A. Intent of Policy

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

- B. Authority Issued Vehicle

- 1. Emergency/Code 3 Response Vehicles

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

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

Upon determination by the Fire Chief that the Executive Management

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

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

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

2. Non-emergency/Code 3 Response Vehicles

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

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

3. Record Keeping

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

C. Vehicle Cash Allowance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Retiree Medical Insurance Grant

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

APPENDIX B

ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS

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

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

Attachment 2

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Human Resources Committee
February 5, 2019

Agenda Item No. 4C
Discussion Calendar

Lexipol Update

Contact(s) for Further Information

Dave Anderson, Deputy Chief Emergency Operations Bureau	daveanderson@ocfa.org	714.573.6006
Randy Black, Assistant Chief EMS and Operations Training Department	randyblack@ocfa.org	714.573.6008

Summary

This agenda item is submitted to provide a project update on efforts to implement an online policy manual system and daily training bulletins.

Prior Board/Committee Action(s)

At its August 23, 2018, the Executive Committee meeting approved and authorized a Professional Services Agreement with Lexipol, LLC for three years not to exceed \$535,036 (final negotiated agreement \$364,055).

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Lexipol, LLC, provides online annual policy manual development and daily training bulletin services to public safety agencies, including constant updating and 24/7 availability. Services include training bulletins that are linked to the policy manual, plus a continuous review of new laws, case law, and best practices resulting in policy guidance and recommended updates specific to California and Federal law and regulations.

Efforts to move OCFA policies and procedures into the Lexipol environment started in September 2018. Hundreds of manuals were submitted to Lexipol for review, analysis, and categorizing. All General Orders and Standard Operating Procedures have been uploaded, and Lexipol cross referenced existing policies with correlating Lexipol policies comprehensively.

To assist with project management and oversight, the OCFA enlisted the help of retired Division Chief Devin Leonard and retired Fire Captain David Rose. The project team conducts weekly conference calls with Lexipol, and initial efforts are focused on configuring General Orders for implementation and use. Lexipol anticipates being ready to present their detailed review of OCFA's General Orders in February, which will involve discussion with the four labor groups. The timeline for "go-live" of the initial library of General Orders is under development and remains a dependency of the initial assessment by Lexipol. Staff continues to keep this project as a high priority, although the volume of policies and procedures requires detailed and time-consuming analysis by Lexipol staff. To date, OCFA is one of the largest fire agencies served by Lexipol.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Human Resources Committee Meeting
February 5, 2019

Agenda Item No. 4D
Discussion Calendar

Professional Standards Update

Contact(s) for Further Information

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Summary

This agenda item is submitted to the Human Resources Committee (HRC) to provide an overview on the development and activity of the Professional Standards Unit (PSU).

Prior Board/Committee Action(s)

Since 2016, the Human Resources Committee (HRC) has received and filed five progress report updates on the development and activity of OCFA's Professional Standards Unit (April 5, July 5, and October 4, 2016; January 3, 2017; and May 1, 2018). In addition, the HRC received oral progress report updates at its meetings of November 3, 2015, and January 5, 2016.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The mission of the PSU was developed in 2016 at the direction of the Executive Committee, and was reviewed, received and filed by the HRC at its regular meeting of October 4, 2016. The mission of the PSU is:

"To preserve the trust of our public, our Board of Directors, and our workforce, the Orange County Fire Authority's Professional Standards Unit ensures ethical, effective, and efficient conduct through leadership from all members, trust between management and labor, and accountability by everyone."

Although the primary role of the PSU has been to receive, investigate, and track complaints of employee misconduct, the PSU has also been working on additional areas including training of personnel; policy development; and auditing specified processes and procedures with a focus on ethical, effective, and efficient performance.

Most recently, a project team work-effort is underway, intended to ultimately enhance professional standards in OCFA by refreshing our OCFA Mission Statement, Vision, and Values framework in a manner that will complement our new Mission-Driven Culture training and organizational transition under Chief Fennessy's leadership. Work products anticipated as outcomes include:

- The OCFA Way – Refreshed in 2019 (*Who we are*)
- OCFA Operational Doctrine (*What we do and how we do it*)
- Firefighter Professional Standards Guide (*Informs behaviors, attitudes, and further guides "how we do it"*)

The latter document, the Firefighter Professional Standards Guide, is envisioned to be modeled after the Phoenix Fire Department's Professional Standards Guide, but tailored specifically to OCFA and the communities it serves. Each of the above components are being developed sequentially with a goal of having the documents complement one another. Staff will share these important organizational milestones with the HRC as each component is completed.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Human Resources Committee Meeting
February 5, 2019

Agenda Item No. 4E
Discussion Calendar

Recruiting Diversity Update

Contact(s) for Further Information

Brigette Gibb, Director Human Resources	brigettegibb@ocfa.org	714.573.6353
Tia Grasso, Human Resources Manager	tiagrasso@ocfa.org	714.573.6835

Summary

This agenda item is submitted to the Human Resources (HR) Committee to provide an update on OCFA's efforts to recruit greater diversity in the firefighter trainee classification.

Prior Board/Committee Action(s)

None.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

According to data from the United States Census Bureau, the population of Orange County is more racially and gender diverse than that of the Orange County Fire Authority's safety personnel population. For example, 21% of Orange County's (OC) population identified themselves as Asian as compared to just 5.58% of OCFA's safety personnel population. More dramatically, the OC is comprised of 50.6% female, while OCFA safety personnel is comprised of just 1.4% female. According to the United States Department of Labor, the national average is 4%.

Because OCFA is often contractually required to promote from within our ranks or does so based on operational needs, Firefighter Trainee has become the entry portal to nearly all of the other OCFA safety classifications (Fire Apparatus Engineer, Heavy Fire Equipment Operator, Fire Captain, Battalion Chief, and Division Chief). As such, Human Resources has identified the Firefighter Trainee classification as the target for our diversity recruitment efforts, which are aimed at increasing the female, Asian, African-American, and Hispanic populations serving in our ranks. See the chart below for more comparisons between OC and OCFA populations.

Race	Male %	Female %	Orange County Population % ¹	OCFA Total %	Difference
Caucasian	69.42	1.10	40.50	70.50	1.74
African-American	1.00	0.00	2.10	1.00	.48
Hispanic	19.32	0.30	34.20	19.62	.57
Asian	5.48	0.10	21.00	5.58	.27
Other ²	2.99	0.10	4.90	3.09	.63

1. Source: [US Census Bureau](#) – July 1, 2018

2. Other is comprised of: American Indian and Alaska Native (1%), Native Hawaiian and Other Pacific Islander (.4%), Two or More Races (3.5%)

Increasing diversity requires a three-fold approach, which includes: 1) attracting diverse candidates; 2) administering a selection process which does not eliminate qualified diverse candidates; and 3) creating and maintaining a culture that fosters inclusion. All three approaches require OCFA to identify and, as much as possible, remove the barriers which may thwart our diversity results. Some of our efforts, which are described herein, have already begun and others require further exploration and/or resources.

Attracting Diverse Candidates

To attract diverse candidates to apply for the position of Firefighter Trainee, we must ensure that diverse candidates are aware that firefighting is a profession available to them and allow them to know when we are accepting applications. To increase awareness of the firefighting profession, Human Resources staff, in partnership with OCFA safety personnel who have self-identified as having a passion for diversity, attended community job fairs and events. In 2018, OCFA participated in the following fairs/events:

- UCI Internship & Career Fair – January
- CSU Fullerton Career Expo – February
- Loyola Marymount Career Expo – February
- Saddleback College Career Fair – April
- Laguna Niguel High School Job and College Fair – April
- Camp Pendleton Job Fair – August
- Cal-JAC Career Expo San Diego – September
- CSU Fullerton Career Fair – September
- OCFA Open House – October
- CSU Long Beach Career Fair – October
- Biola University Fall Career Expo – October
- San Pasqual Reservation Fire Academy – December
- Palomar College Fire Academy – December
- Santa Ana College Fire Academy – December

To increase awareness with females, OCFA will host its inaugural Girls Empowerment Camp in mid-June of this year. During the two-day camp, active firefighters will expose youth ages 14 – 18 to a variety of fire-related exercises, such as dry hose deployment, charged hose deployment, ladder ascent, roof ventilation, victim removal, first aid, and more.

To ensure diverse candidates are aware of when we are accepting applications, Human Resources has begun pre-advertising at least 30 days in advance of opening a recruitment. For example, an announcement was posted on December 18, 2018, for the Academy 49 recruitment, which is scheduled to open the beginning of February 2019. This allows candidates to plan and be better prepared for meeting the minimum qualifications and participating in the selection process.

Other advertising includes a diversity-themed video and advertising materials, radio advertisements on stations identified as having diverse listening audiences, and posting advertisements on several websites, including Facebook. In addition to providing on-air advertising, OCFA is also using banner advertisements through a mobile phone application (app). The app uses geofencing to push the advertisements to our targeted demographic when they are within a particular geographic location (Attachment 1). When a user clicks on the advertisement, they are redirected to the OCFA recruitment landing page, www.ocfatraining.org/firefighter-trainee. The landing page provides potential candidates with the information they will need about the recruitment process and the Firefighter Trainee position (Attachment 2).

To track the effectiveness of our advertising efforts, we have included a mandatory question on our employment application that requires a candidate identify how he/she became aware of the recruitment. Finally, Human Resources is currently exploring billboard ads and ads on the audio-visual monitors at fitness clubs in neighborhoods densely populated with our target demographic.

Selection Process

An external audit of OCFA's selection process for Firefighter Trainee was conducted in February 2018. Many of the auditor's recommendations have been implemented and are intended to promote an open and impartial selection process, thereby minimizing biases which may negatively impact diversity. For example, candidates automatically advance through the selection steps based on successfully completing the written exam, physical agility, and panel interview. Interview panel raters were and will continue to be required to complete a thorough training conducted by Human Resources, which includes information on how to avoid rater biases. Selection interviews were conducted by the Fire Chief and identified candidates to advance to the final selection steps, which includes thorough background investigation, psychological assessment, and medical exam.

Additionally, staff is now able to evaluate each step in the selection process for any disparate impact (an adverse effect on one group of protected class more than another). Should an adverse effect be identified, staff will be able to correct it prior to the next selection process.

Culture of Inclusion

The most effective way to create and foster a culture of inclusion is to have or hire a workforce that believes in its worth. When a desire exists to value others (regardless of or in appreciation of differences), personnel are more likely to engage in and learn from opportunities to enhance their awareness and inclusion skills.

Human Resources, in collaboration with stakeholders, will develop a thorough plan intended to create a culture of inclusion at OCFA. The plan will address OCFA's readiness to house males and females at the same fire stations, lactation facilities, understanding and modeling inclusion, implicit bias awareness, providing effective communication/assertiveness training in order to empower and encourage personnel to address segregating comments or behavior, and more.

Attachment(s)

1. IHeartMedia Banner Advertisements
2. OCFA Firefighter Trainee Landing Page

IHeartMedia Banner Advertisements



Powered by GroundTruth



Powered by GroundTruth

OCFA Firefighter Trainee Landing Page



FIREFIGHTER TRAINEE

SALARY

During Academy (Firefighter Trainee) \$62,337.60 - \$65,803.20 Annually

Following Academy Graduation (Firefighter) \$70,528.64 - \$94,814.73 Annually

MINIMUM REQUIREMENTS

- At Least 18 Years of Age
- Possess a High School Diploma or Equivalent
- Valid Class C California Driver License or Out of State Equivalent
- Current, Valid California or National Emergency Medical Technician (EMT) Certification



1	APPLY	February 1 - February 24, 2019	Confirm Minimum Qualifications
2	TAKE WRITTEN EXAM	Week of March 11, 2019	Assess General Aptitude
3	TAKE PHYSICAL ABILITY EXAM	March 25 - March 31, 2019	Evaluate Physical Agility
4	COMPLETE INTERVIEWS	April 15 - May 10, 2019 June 10 - August 15, 2019	Panel Interview: Demonstrate Knowledge Skills and Abilities Chief's Interview: Determine Organizational Fit
5	PASS CANDIDATE REVIEW	Fall 2019	Pass Background Checks, Psychological Exam, Medical Exam, Live Scan
6	GRADUATE FROM THE FIRE ACADEMY	May 20, 2020	Successfully Complete 16-week Classroom and Physical Fitness Program that Includes Fire Service Training
7	COMPLETE NEW EMPLOYEE PROBATION	May 2021	Demonstrate Position Competencies Over a 52 Week Probationary Period



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