



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, July 23, 2020
6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road
Irvine, CA 92602

Link to:

[Board of Directors Member Roster](#)

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact the 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>



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 and identify the need and the requested modification or accommodation. Please notify us as soon as is feasible, however 48 hours prior to the meeting is appreciated to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

NOTICE REGARDING PUBLIC PARTICIPATION **DURING COVID-19 EMERGENCY**

During the Statewide COVID-19 Emergency, the public is not permitted to convene in person for this public meeting. However, the public may still view and comment on the meeting as follows:

- To watch the meeting online, please go to website at www.OCFA.org
- To submit an e-comment, please email to PublicComments@ocfa.org.

You may comment on items on the agenda or not on the agenda. Your comments will be forwarded electronically and immediately to the members of the Board. Comments related to a particular agenda item will only be considered prior to the close of public comments on that item.

CALL TO ORDER

INVOCATION by OCFA Chaplain Harry Robinson

PLEDGE OF ALLEGIANCE by Director Villegas

ROLL CALL

1. PRESENTATIONS

No items.

PUBLIC COMMENTS

Please refer to instructions on how to submit a public comment during COVID-19 Emergency on Page 1 of this Agenda.

RECESS TO CLOSED SESSION

The Brown Act permits legislative bodies to discuss certain matters without members of the public present. The Board of Directors find, based on advice from the General Counsel, that discussion in open session of the following matters will prejudice the position of the Agency in existing and anticipated litigation:

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Chief Negotiator:	Peter Brown, Liebert Cassidy Whitmore
Employee Organizations:	Orange County Professional Firefighters' Association, Local 3631 and Chief Officers Association and Chief Officers Association
Authority:	Government Code Section 54957.6

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT - The General Counsel will report on any action(s) taken.

REPORTS

A. Report from the Budget and Finance Committee Chair

B. Report from the Fire Chief:

- Update on COVID-19
- Update on Fire Academy 51

1. PRESENTATIONS

No Items.

2. CONSENT CALENDAR

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

A. Minutes from the June 25, 2020, Regular Meeting of the Board of Directors

Submitted by: Maria D. Huizar, Clerk of the Authority

Recommended Action: Approve as submitted.

B. Acceptance of 2020 Department of Homeland Security Grant Program (HSGP) / Federal Emergency Management Agency's Urban Search and Rescue Preparedness Cooperative Agreement Funding

Submitted by: Pokey Sanchez, Deputy Chief / Emergency Operations Bureau and Vince Carpino, Division Chief / Operations Department

Budget and Finance Committee Recommendation: Approve

Recommended Action:

1. Adopt Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2020/21 General Fund (121) budget increasing revenues and expenditures by \$1,261,631.

C. Proclamation for Fire Prevention Week

Submitted by: Colleen Windsor, Communications Director

Recommended Action: Approve Proclamation designating October 4-10, 2020, as Fire Prevention Week.

D. Amendment to County Island Fire and Medical Services Agreement with the City of Fountain Valley

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

Recommended Action: Approve and authorize the Board Chair to sign the Sixth Amendment to the Agreement with the City of Fountain Valley extending the term through June 30, 2025, for the purpose of providing fire and medical services to county unincorporated area (county island) located within, or adjacent to, the boundaries of the city.

E. Third Amendment to Fire Chief Employment Agreement

Submitted by: David E. Kendig, General Counsel

Recommended Action: Approve and authorize the Board Chair to execute the Third Amendment to the Fire Chief's employment agreement (Attachment 4).

3. DISCUSSION

No Items.

4. PUBLIC HEARING

No Items.

BOARD MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, August 27, 2020, at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.2(a), that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 16th day of July 2020.

Maria D. Huizar, CMC
Clerk of the Authority

UPCOMING MEETINGS:

Board of Directors Meeting
Human Resources Committee Meeting
Budget and Finance Committee Meeting
Executive Committee Meeting
Board of Directors Meeting

Thursday, August 27, 2020, 6:00 p.m.
Tuesday, September 1, 2020, 12 noon
Wednesday, September 9, 2020, 12 noon
Thursday, September 24, 2020, 5:30 p.m.
Thursday, September 24, 2020, 6:00 p.m.

ORANGE COUNTY FIRE AUTHORITY

Board of Directors Regular Meeting Thursday, June 25, 2020 6:00 P.M.

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

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on June 25, 2020, at 6:00 p.m. by Chair Hasselbrink.

INVOCATION

Chaplain Kent Kraning offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Lisa Bartlett, County of Orange*
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda*
Anthony Kuo, Irvine
Joseph Muller, Dana Point
Sandy Rains, Laguna Niguel*
Ed Sachs, Mission Viejo*
Dave Shawver, Stanton*
Elizabeth Swift, Buena Park*
Mark Tettemer, Lake Forest
Donald P. Wagner, County of Orange*

Letitia Clark, Tustin*
Noel Hatch, Laguna Woods*
Robert Johnson, Cypress*
Thomas Moore, Seal Beach*
John R. O'Neill, Garden Grove*
Vince Rossini, Villa Park
Don Sedgwick, Laguna Hills*
Michele Steggell, La Palma*
Tri Ta, Westminster*
Juan Villegas, Santa Ana
Kathy Ward, San Clemente*

Absent: Sergio Farias, San Juan Capistrano
Dave Harrington, Aliso Viejo

Carol Gamble, Rancho Santa Margarita

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Lori Zeller
Deputy Chief Pokey Sanchez
Assistant Chief Kenny Dossey
General Counsel David Kendig
Clerk of the Authority Maria D. Huizar

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

1. PRESENTATIONS

No items.

PUBLIC COMMENTS

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

RECESS TO CLOSED SESSION

Chair Hasselbrink recessed the Open Session meeting to Closed Session at 6:13 p.m.

CS1. CONFERENCE WITH LABOR NEGOTIATOR (FILE 11.15)

Chief Negotiator:	Peter Brown, Liebert Cassidy Whitmore
Employee Organizations:	Orange County Professional Firefighters' Association, Local 3631 and Chief Officers Association
Authority:	Government Code Section 54957.6

CS2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (FILE 11.15)

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

RECONVENE TO OPEN SESSION

Chair Hasselbrink reconvened to Open Session meeting at 8:07 p.m. All Directors present except for Director Muller who left the meeting at 8:07 p.m.

CLOSED SESSION REPORT (FILE: 11.15)

General Counsel David Kendig stated the Board Members provided its negotiators direction; there were no other reportable actions.

REPORTS

A. Report from the Budget and Finance Committee Chair (FILE 11.12)

Budget and Finance Committee Member Shelley Hasselbrink reported at the June 10, 2020, regular meeting, the Committee voted unanimously to approve and forward the Monthly Investment Reports to the Executive Committee for its approval. The Committee also voted unanimously to approve and forward the Updated Cost Reimbursement Rates and FY2019/20 Year End Budget Adjustment to the Board of Directors for approval. Lastly, the Committee was presented a PowerPoint presentation regarding Property Tax Revenue

Minutes

OCFA Board of Directors Regular Meeting

June 25, 2020 Page - 2

and Economic Analysis Comparison between The Great Recession and Covid-19.

B. Report from the Fire Chief (FILE 11.14)

Fire Chief Brian Fennessy addressed the startup of wildfire season and the OCFA wildfire season campaign, a scheduled 4th of July safety press conference with the Orange County Sheriff's Department for next week, and the Academy 50 "virtual" graduation.

2. CONSENT CALENDAR

On motion of Director Johnson and second by Director Ward, and following a roll call vote, declared passed 20-0 (Directors Farias, Gamble, Harrington, Muller, and Steggell absent) 2B through 2E as submitted.

A. Minutes from the May 28, 2020, Regular Meeting of the Board of Directors (FILE 11.06)

Director Hatch pulled the Minutes of the May 28, 2020 for separate action. He requested that the record reflect he was present for the meeting via teleconferencing; he experienced technical difficulties thus his voice was not captured. His vote to concur or consent on any item does not change the outcome of any item, but important for the record to reflect his vote on these items as follows: he was present for the meeting roll call, and voted to approve Consent Calendar 2A-2D, Discussion Item 3A, 3B, and Public Hearing Item 4, with approval of Option C.

On motion of Director Hatch and second by second by Director Johnson, and following a roll call vote, declared passed 19-0 (Directors Farias, Gamble, Harrington, Muller, Steggell, and Sedgwick absent) to approve as submitted.

B. Updated Cost Reimbursement Rates (FILE 15.12)

Action: Approve and adopt the updated Cost Reimbursement Rate schedules to be effective July 1, 2020.

C. FY 2019/20 Year End Budget Adjustment (FILE 15.04 19/20)

Action: Approve and authorize FY 2019/20 budget adjustments to increase net revenues by \$3,596,095 and net appropriations by \$5,081,734 as further described in the staff report.

D. Quarterly Status Report Placentia Fire and Emergency Medical Services (FILE 10.03)

Craig Green, Placentia City Council Member, commented on Status Report.

Tim Steging, President of Orange County Professional Fire Association, Local 3631, addressed support of the Fire Chief regarding the OCFA Placentia Mutual Aid Agreement.

Action: Receive and file the report.

E. Amendment to County Island Fire and Medical Services Agreements with the City of Anaheim (FILE 18.02)

Action: Approve and authorize the Board Chair to sign the Sixth Amendment to the Agreement with the city of Anaheim extending the term through June 30, 2025, for the purpose of providing fire and medical services to county unincorporated areas (county islands) located within, or adjacent to, the boundaries of the cities.

3. DISCUSSION

A. Fire Integrated Real-time Intelligence System (FIRIS) 2.0 Program (FILE 18.08A14)

Fire Chief Fennessy presented the Fire Integrated Real-time Intelligence System (FIRIS) 2.0 Program.

On motion of Director Hernandez and second by Director Johnson, and following a roll call vote, declared passed 20-0 (Directors Farias, Gamble, Harrington, Steggell and Muller absent), to:

1. Approve and authorize the Board Chair to accept Disaster Readiness for Safer Communities (D-RiSC) reimbursement funding in the amount of \$7,706,525 for the implementation of the FIRIS 2.0 Program and SCOUT system improvements.
2. Approve and authorize a budget adjustment to increase revenue and appropriations in FY 2020/21 General Fund (121) budget by \$8,206,525 tied to \$7,706,525 in new D-RiSC funding allocation and the rebudget of \$500,000 of fund balance from the 2019 FIRIS Pilot Program.
3. Approve and authorize the Purchasing Manager to execute a Professional Services Agreement with AEVEX for aviation services in an amount not to exceed \$4,809,138.
4. Approve and authorize the Purchasing Manager to execute a Service Agreement with UCSD/WIFIRE in a form substantially consistent with the attached form using the sole source provision of the Purchasing Ordinance for fire behavior modeling and other related services in an amount not to exceed \$1,000,000.
5. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements with the Air Tactical Group Supervisors at annual amounts not to exceed \$250,000 each for an aggregate total not to exceed \$1,080,000.
6. Approve and authorize the Purchasing Manager to enter into a new Professional Service Agreement with Intterra, using the special procurement provision in the Purchasing Ordinance, for consulting, wildfire simulation services and improvements to the SCOUT system for an amount not to exceed \$800,000.

7. Approve and authorize the Fire Chief and Purchasing Manager to enter into cost reimbursement agreements for project management and support services acceptable to the Fire Chief and in a form approved by General Counsel with (a) the Los Angeles Fire Department in an amount not to exceed \$120,000 and (b) another entity to assist at the Sacramento base in an amount not to exceed \$200,000.
8. Approve and authorize the Fire Chief and Purchasing Manager to enter into agreements acceptable to the Fire Chief and in a form approved by General Counsel providing for the use of the Los Alamitos Joint Forces Training Base and McClellan Air Force Base by OCFA and its contractors to store aircraft and conduct air operations (including take offs and landings) from the respective facilities in an aggregate amount not to exceed \$100,000.

4. PUBLIC HEARING

No Items.

BOARD MEMBER COMMENTS (FILE 11.13)

Director Villegas thanked the OCFA staff and firefighters for bringing additional resources during the public insurgence that occurred recently.

Director O'Neill thanked Division Chief Ron Roberts for his work in Garden Grove, and Fire Station 82 who attended to a family member.

Director Sachs complemented the Board of Directors for their respect and professionalism during the meetings.

Director Clark thanked Public Information Officer Captain Greg Barta, who assisted with a recent Town Hall meeting in Tustin.

Director Shawver addressed mutual aid vs. automatic aid and recovery costs.

ADJOURNMENT – Chair Hasselbrink adjourned the meeting at 8:47 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, July 23, 2020, at 6:00 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors
July 23, 2020

Agenda Item No. 2B
Consent Calendar

**Acceptance of 2020 Department of Homeland Security Grant Program
(HSGP)/Federal Emergency Management Agency's Urban Search & Rescue
Preparedness Cooperative Agreement Funding**

Contact(s) for Further Information

Pokey Sanchez, Deputy Chief
Emergency Operations Bureau

MarkSanchez@ocfa.org

714.573.6014

Vince Carpino, Division Chief
Operations Department

VincentCarpino@ocfa.org

714.573.6692

Summary

This agenda item requires the adoption of a resolution to approve and accept 2020 Preparedness Cooperative Agreement funding from the Department of Homeland Security/Federal Emergency Management Agency's (DHS/FEMA) National Urban Search and Rescue (US&R) Program.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular July 8, 2020, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item, by those present.

RECOMMENDED ACTION(S)

1. Adopt Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2020/21 General Fund (121) budget increasing revenues and expenditures by \$1,261,631.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2020/21 General Fund revenues and expenditures will be increased by \$1,261,631.

Background

Attached is the staff report and attachment as presented to the Budget and Finance Committee at the July 8, 2020 Regular Meeting.

Attachment(s)

Budget and Finance Committee Staff Report (includes Resolution)



Orange County Fire Authority
AGENDA STAFF REPORT

Budget and Finance Committee Meeting
July 8, 2020

Agenda Item No. 3B
Discussion Calendar

**Acceptance of 2020 Department of Homeland Security Grant
Program (HSGP)/Federal Emergency Management Agency's Urban
Search & Rescue Preparedness Cooperative Agreement Funding**

Contact(s) for Further Information

Pokey Sanchez, Deputy Chief
Emergency Operations Bureau

MarkSanchez@ocfa.org

714.573.6014

Vince Carpino, Division Chief
Operations Department

VincentCarpino@ocfa.org

714.573.6692

Summary

This annual item is submitted for approval and acceptance of the 2020 Preparedness Cooperative Agreement funding from the Department of Homeland Security/Federal Emergency Management Agency's (DHS/FEMA) National Urban Search and Rescue (US&R) Program.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of July 23, 2020, with the Budget and Finance Committee's recommendation that the Board of Directors:

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2020/21 General Fund (121) budget increasing revenues and expenditures by \$1,261,631.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2020/21 General Fund revenues and expenditures will be increased by \$1,261,631.

Background

California Task Force Five (CA-TF5), located in Orange County and sponsored by the Orange County Fire Authority, is one of 28 National US&R Task Forces. CA-TF5 has used past Cooperative Agreement funds and activation reimbursements to equip and train the task force members for various missions including but not limited to: rescuing victims in collapsed structures, responding to natural disasters, and responses to attacks from weapons of mass destruction/terrorist attacks.

Currently, CA-TF5 maintains a response capability that includes apparatus and equipment supply inventory worth approximately \$8 million. There is also a personnel cadre of over 220 members, composed of a civilian element of structural engineers, disaster search canines, physicians, as well as firefighters from the participating agencies of Anaheim, Orange, and the OCFA.

DHS/FEMA has authorized an initial funding of \$1,176,631 to each US&R Task Force for the administration of an approved National Urban Search and Rescue Response System. In addition to the initial funding that has been awarded to each US&R Task Force, an \$85,000 allocation has been awarded to CA-TF5 for the Task Force members that participate and support the national program in leadership positions and host the 2021 National Advisory Group Meetings. Total grant funding for CA-TF5 is as follows:

Grant Funding Component	Component Amount	Total Grant Funding
<i>Base funding provided to each US&R Task Force:</i>		
• Administration	\$382,167	
• Training (including travel expenses)	\$192,304	
• Equipment/Cache (acquisition, modifications)	\$180,131	
• Storage and Maintenance	\$422,029	
<i>Subtotal</i>		\$1,176,631
<i>Additional funding components provided to CA-TF5 only:</i>		
• Administration – Western Region Sponsoring Agency Chief	\$8,000	
• Administration – National Incident Support Team Leader	\$6,000	
• Administration – National Incident Support Team Representative	\$15,000	
• Administration – National Logistics Functional Group Leader	\$12,000	
• Administration – National Incident Support Team Ops Group Advisor	\$4,000	
• Administration – National Advisory Group Meetings	\$40,000	
<i>Subtotal</i>		\$85,000
Total Grant Funding Awarded to CA-TF5		\$1,261,631

Through the leadership of OCFA's Board, the OCFA was able to enhance relationships with Congressional representatives. This effort not only helped to broaden appreciation for OCFA's US&R program, it facilitated additional funding in HR 1471. The legislation passed through Congress, identified the need for \$50M nationally for the country's 28 US&R teams.

The Cooperative Agreement funding continues the development and maintenance of the National US&R Response System resources to be prepared to provide qualified, competent US&R personnel in support of all US&R activities/incidents under the Federal Response Plan. This Cooperative Agreement funding is available for use beginning September 1, 2020, through August 31, 2023.

Attachment(s)

Proposed Resolution for Acceptance of FEMA US&R Cooperative Agreement

RESOLUTION NO. 2020-XX

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA) NATIONAL URBAN SEARCH AND RESCUE (US&R)
PROGRAM COOPERATIVE AGREEMENT TO PURCHASE US&R
EQUIPMENT AND SUPPLIES, MAINTENANCE AND REPAIR OF
US&R EQUIPMENT, TRAINING, AND PROGRAM ADMINISTRATION**

WHEREAS, the Orange County Fire Authority is one of only 28 agencies in the country selected to participate in the FEMA's National US&R Response System; and

WHEREAS, OCFA entered into a tri-party agreement with FEMA and the California Governor's Office of Emergency Services, who provides oversight and additional support for the program; and

WHEREAS, currently Orange County US&R California Task Force 5 maintains a response capability including apparatus and equipment supply inventory worth approximately \$8 million; and

WHEREAS, Orange County US&R California Task Force 5 maintains a personnel cadre of over 220 members that includes a civilian element of structural engineers, disaster search canines, physicians, as well as firefighters from the participating agencies of Anaheim, Orange and the OCFA; and

WHEREAS, FEMA has authorized a funding award of \$1,261,631 which is available for use beginning September 30, 2020, through August 31, 2023, for preparedness issues related to the Urban Search and Rescue Program.

NOW, THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby resolve to accept the FEMA US&R Cooperative Agreement to be utilized for such things as procurement of US&R equipment and supplies, maintenance and repair of US&R equipment, training and program administration. Additionally, these funds can be used for associated travel expenses for task force personnel to attend US&R related training courses, exercises, meetings, and for the management and administration of US&R activities. This includes expenses relating to task force maintenance, development, record-keeping, and correspondence.

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2020.

SHELLY HASSELBRINK, CHAIR
Board of Directors

ATTEST:

MARIA D. HUIZAR, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2020

Agenda Item No. 2C
Consent Calendar

Proclamation for Fire Prevention Week

Contact(s) for Further Information

Colleen Windsor,
Communications Director

ColleenWindsor@ocfa.org

714.573.6028

Summary

Annually, the Orange County Fire Authority proclaims the week that includes October 9th as Fire Prevention Week.

Prior Board/Committee Action

Not applicable.

RECOMMENDED ACTION(S)

Approve proclamation designating October 4-10, 2020, as Fire Prevention Week.

Impact to Cities/County

Not Applicable.

Fiscal Impact

There is no fiscal impact associated with this item.

Background

Since 1922, there has been a public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country. During Fire Prevention Week, children and adults learn how to prevent fires and what safeguards to take if a fire starts. Firefighters and community educators provide lifesaving public education to prevent fires from starting and drastically decrease injuries and casualties caused by fires.

Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating loss of life and damage. This horrific blaze killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land.

This year, Fire Prevention Week will be observed October 4-10, 2020. This year's campaign, "Serve Up Fire Safety in the Kitchen!" works to educate everyone about the simple but important actions they can take to keep themselves, and those around them, safe in the kitchen. Cooking is the #1 cause of home fires and home fire injuries. Unattended cooking is the leading cause of fires in the kitchen. We encourage Orange County residents to check their kitchens for fire hazards and use safe cooking practices and to support the public safety activities and efforts during Fire Prevention Week 2020.

Attachment(s)

Proposed Proclamation

FIRE PREVENTION WEEK PROCLAMATION

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, over the past year there have been 85 cooking fires across Orange County, 17 of which started from an oven.

WHEREAS, Orange County residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, Orange County residents are responsive to public education and outreach measures and can take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2020 Fire Prevention Week theme, “Serve Up Fire Safety in the Kitchen!!” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE BE IT RESOLVED, that the Orange County Fire Authority Board of Directors does hereby declare October 4-10, 2020, as “Fire Prevention Week” and urge Orange County residents to check their kitchens for fire hazards and use safe cooking practices, and to support the many public safety activities and efforts of Orange County Fire Authority during Fire Prevention Week 2020.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2020

Agenda Item No. 2D
Consent Calendar

Amendment to County Island Fire and Medical Services
Agreement with the City of Fountain Valley

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Phil Johnson, Division Chief
Command and Emergency Planning

phillipjohnson@ocfa.org

949.236.1716

Summary

This agenda item seeks approval of a Sixth Amendment to the Agreement with the City of Fountain Valley for the purpose of providing fire and medical services to county unincorporated area (county island) located within, or adjacent to, the boundaries of the city.

Prior Board/Committee Action(s)

At the June 25, 2015, Board of Directors meeting, the Board approved the Fifth Amendment to the Agreements with the Cities of Anaheim and Fountain Valley for the provision of fire and medical services to county unincorporated areas (county islands) located within its boundaries.

RECOMMENDED ACTION(S)

Approve and authorize the Board Chair to sign the Sixth Amendment to the Agreement with the City of Fountain Valley extending the term through June 30, 2025, for the purpose of providing fire and medical services to county unincorporated area (county island) located within, or adjacent to, the boundaries of the city.

Impact to Cities/County

If approved, fire and medical services will continue to be provided to county unincorporated areas in the City of Fountain Valley.

Fiscal Impact

The estimated cost to OCFA of the City of Fountain Valley's contract is \$23,075, which is included in the FY 20/21 budget.

Background

The OCFA contracts with cities to protect some of the county unincorporated areas that are not within the service distance from existing OCFA fire stations. Providing services in this manner is the most cost-effective way to meet OCFA's obligations to service county islands.

The City of Fountain Valley has provided fire and medical services to adjacent county islands since 1979. The existing contract expired June 30, 2020. However, both parties will honor the terms of the current amendment until a new amendment to the agreement is fully executed.

Agreement Amendment

This Sixth Amendment extends the term for an additional five years through June 30, 2025, or until the county island is annexed, whichever comes first. All other terms and conditions of the agreement remain in place.

This amendment has been reviewed and approved by the OCFA's General Counsel, is recommended for approval by OCFA staff, and was approved by the City of Fountain Valley City Council on July 14, 2020.

Attachment(s)

County Island Sixth Amendment Agreement with the City of Fountain Valley

SIXTH AMENDMENT TO AGREEMENT

THIS SIXTH AMENDMENT TO AGREEMENT, dated for purposes of identification only this 14th day of July, 2020, is made and entered into by and between the CITY OF FOUNTAIN VALLEY, a municipal corporation (hereinafter referred to as "CITY"), and the ORANGE COUNTY FIRE AUTHORITY (hereinafter referred to as "OCFA").

WITNESSETH:

WHEREAS, CITY and OCFA have previously entered into a written agreement dated March 19, 1996, whereby fire protection, paramedic, and rescue services were provided to unincorporated areas (hereinafter, the "Agreement"); and

WHEREAS, CITY and OCFA have previously amended said Agreement on September 23, 1999 to extend the term through June 30, 2000 ("First Amendment"), on September 19, 2000 to extend the term through June 30, 2005 ("Second Amendment"), and on August 18, 2005 to extend the term through June 30, 2010 ("Third Amendment"), on September 23, 2010 ("Fourth Amendment") to extend the term through June 30, 2015; and on July 1, 2015 ("Fifth Amendment") to extend the term to June 30, 2020; and

WHEREAS, the parties wish to further extend the term of said Agreement to June 30, 2025; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Paragraph 13 of the Agreement is hereby amended to reflect a new termination date of June 30, 2025, as follows:

"13. This Agreement shall expire June 30, 2025, or upon the annexation of the SERVICE AREA by the City, whichever occurs first. Renewal



Orange County Fire Authority
AGENDA STAFF REPORT

**Board of Directors Meeting
July 23, 2020**

**Agenda Item No. 2E
Consent Calendar**

Third Amendment to Fire Chief Employment Agreement

Contact(s) for Further Information

David E. Kendig, General Counsel

dkendig@wss-law.com

714.573.6020

Summary

This agenda item is submitted to request approval of a third amendment to the Fire Chief's employment agreement.

Prior Board/Committee Action

Pursuant to Board Rule 11, negotiations with the Fire Chief were conducted by the Board's designated representatives following the Board's closed session direction.

RECOMMENDED ACTION(S)

Approve and authorize the Board Chair to execute the Third Amendment to the Fire Chief's employment agreement (Attachment 4).

Impact to Cities/County

Not Applicable.

Fiscal Impact

The Fire Chief employment agreement is funded by appropriations in the FY 2020/21 budget for salaries and benefits for the Fire Chief position.

Background

On April 16, 2018, Brian Fennessy was appointed the Authority's Fire Chief and an initial employment agreement was approved by the Board (Attachment 1). On July 26, 2018, the Board approved Amendment No. 1 to the Fire Chief's employment agreement (Attachment 2). On May 23, 2019, the Board approved Amendment No. 2 to the employment agreement (Attachment 3).

Proposed Amendment No. 3 to the Fire Chief's employment agreement would not change the Fire Chief's base salary nor his fringe benefits. The only proposed change would be to add a provision authorizing the Board of Directors – in its sole discretion – to award the Fire Chief a non-base-building bonus of \$20,000 after completion of his third year of service (e.g., after April 16, 2021), and after each year of service thereafter. The decision whether to approve each discretionary bonus would be based on such factors as the Board determines are relevant at the time each decision is made. And the award would be required to be approved in an open session meeting of the Board.

Attachment(s)

1. Fire Chief Employment Agreement
2. First Amendment to Employment Agreement
3. Second Amendment to the Employment Agreement
4. Third Amendment to the Employment Agreement

**AGREEMENT BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
BRIAN FENNESSY
FOR EMPLOYMENT AS FIRE CHIEF**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made, entered into, and effective this 16th day of April 2018 ("Effective Date"), by and between the Orange County Fire Authority ("OCFA"), a California Joint Powers Authority and Brian Fennessy, an individual (hereinafter referred to as "Fire Chief"). OCFA and Fire Chief are sometimes hereinafter individually referred to as "party" and are hereinafter collectively referred to as the "parties."

RECITALS

WHEREAS, OCFA desires to appoint Brian Fennessy as its Fire Chief effective April 16, 2018; and

WHEREAS, Brian Fennessy, by virtue of his training, education, and experience, is fully qualified to fill the position and desires to serve as OCFA's Fire Chief; and

WHEREAS OCFA and Brian Fennessy therefore desire to enter into this Agreement to specify the terms and conditions of Fire Chief's employment with the OCFA.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1: Term

- A. Brian Fennessy's date of appointment as Fire Chief shall be April 16, 2018. Fire Chief shall serve at the sole pleasure of OCFA. OCFA, acting through the Board of Directors, may terminate Fire Chief's employment at any time and without cause or reason by giving him written notice of that termination at least thirty (30) days in advance of the date of termination. Subject to OCFA's right to terminate Fire Chief's at-will employment at any time with or without cause, the Term of this Agreement is two years from the Effective Date, and shall automatically be extended for one additional twelve month period on each annual anniversary of the Effective Date of the Agreement (commencing with April 16, 2019), unless OCFA notifies Fire Chief of its intent not to extend the Agreement at least seven (7) months prior to expiration of the original Term or any subsequent automatic extensions of the Term.

- B. Fire Chief may resign from his employment at any time upon thirty (30) days written notice to the Board of Directors; provided, however, that notice shall not be required in the event Fire Chief resigns pursuant to a request for resignation by the Board of Directors.

Section 2: General Duties

Fire Chief shall perform the duties of Fire Chief as set forth in the job description for the position and in compliance with all applicable state and federal laws. Fire Chief shall also perform such other functions and duties, not inconsistent with the terms of this Agreement, as the OCFA, by and through its Board of Directors, may legally assign.

Section 3: Devotion to OCFA Business and Hours of Work

- A. Brian Fennessy's position as Fire Chief is considered a full-time position. Fire Chief shall devote his time, ability, and attention to the business of OCFA during the term of this Agreement.
- B. Fire Chief shall not engage in any other business, educational, or professional pursuits whatsoever, or directly or indirectly render any service of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the Board of Directors. However, the expenditure of reasonable amounts of time for educational, charitable, or personal, activities shall not be deemed a breach of this Agreement if those activities do not conflict or interfere with the professional services required under this Agreement; such limited activities shall not require the prior consent of the Board of Directors.
- C. Nothing in this Agreement prohibits Fire Chief from making passive personal investments or conducting private business affairs if those activities are not deemed to be a conflict of interest under local, state or Federal law or conflict or materially interfere with the professional services required under this Agreement.
- D. Fire Chief's duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty-hour workweek and may also include time outside normal office hours (including but not limited to attendance at Board meetings). Fire Chief is classified as an exempt employee under the Fair Labor Standards Act ("FLSA") and shall not be entitled to any additional compensation for hours worked in excess of forty (40) in a work week.

Section 4: Performance Evaluation

The Board of Directors, in closed session, shall review and evaluate the performance of Fire Chief at least once each year during the term of this Agreement. Upon execution of this Agreement by both parties, the Board shall schedule time, and allocate the funds if necessary, to develop mutually agreeable goals, objectives, and performance standards which will be applied during such annual performance evaluations. The review and evaluation are to be completed in

accordance with criteria developed jointly by the Board of Directors and Fire Chief. Such review is to include a written statement of the findings provided to Fire Chief, and an adequate opportunity for Fire Chief to discuss this evaluation with the Board of Directors. The Board of Directors may retain, at its sole discretion, the services of a professional facilitator or qualified labor negotiator to assist the Board in completing this annual performance evaluation process. Failure of the Board to review and evaluate the performance of Fire Chief pursuant to this section shall not affect the right of the OCFA to terminate Fire Chief's employment and shall not be considered a breach of this Agreement.

Section 5: Salary

- A. As compensation for the services to be performed hereunder, effective April 16, 2018, OCFA agrees to provide Fire Chief an annual base salary of \$240,000 payable in equal installments at the same time and in the same manner that OCFA employees are paid. The OCFA shall also deduct from his annual base salary any applicable sums that Fire Chief is obligated to pay because of participation in plans or programs described in Section 6 of this Agreement.
- B. After completion of Fire Chief's first full year of service, Fire Chief will receive a non-base building increase equal to \$20,000, which must be approved by Resolution of the Board.
- C. After the first year, future annual non-base building increases will be awarded automatically to ensure that the Fire Chief's salary when combined with this increase will equal five percent (5%) above the salary of Fire Chief's highest paid subordinate, excluding overtime. Such increases will be subject to deductions and withholdings of any and all sums required for federal or state income tax, and other deductions or withholdings required by then-current state, federal or local law.
- D. Any increases in the annual base salary of Fire Chief, to the extent provided, may be made effective at any time and shall be made at the sole discretion of the Board of Directors. Increases in Fire Chief's annual base salary approved by the Board of Directors shall not require an amendment to this Agreement to be effective. Such increases may be set forth in an annual personnel and salary resolution or other Resolution approved by the Board.
- E. Fire Chief's compensation as discussed under this Section 5 is not tied to the compensation of any other OCFA employee or group of OCFA employees, except as expressly provided in this Agreement.

Section 6: Benefits and Leaves of Absence

A. Executive Management Benefits

Except as otherwise provided herein, Fire Chief shall receive all benefits provided to Executive Management employees as set forth in the Personnel and Salary Resolution (and any

changes thereto adopted by the Board of Directors) and provided consistent with the Public Employment Pension Reform Act. This provision shall be automatically amended whenever the Board of Directors adopts a new resolution or takes action to modify these benefits for Executive Management employees.

Sick Leave. Fire Chief shall be advanced forty (40) hours of sick leave upon commencement of employment. Fire Chief will not begin to accrue sick leave until such time as the advanced forty (40) hours would have been earned according to the Personnel and Salary Resolution for Executive Management. At that time, sick leave accrual will resume at the rate specified in the Personnel and Salary Resolution for Executive Management Employees.

Paid Annual Leave. In the pay period which includes April 16, 2018, Fire Chief shall receive the pro-rated equivalent of Paid Annual Leave based on a calendar year allotment of one hundred sixty (160) hours. In the first pay period of each subsequent calendar year, Fire Chief will receive Paid Annual Leave hours in an amount which will bring his total hours to no more than one hundred sixty (160). Paid Annual Leave may not be cashed-out during employment, but any remaining hours will be cashed out upon separation of employment.

Vacation. Fire Chief shall not accrue vacation time.

B. Retirement Benefits

The Board of Directors has authorized enrollment in the Orange County Employment Retirement System ("OCERS") in the retirement safety plan of 2.7% at age 57 for safety employees hired after January 1, 2013. OCFA is responsible for paying the entire employer cost of Fire Chief's benefit in accordance with the rate determined by OCERS. Fire Chief is responsible for paying the employee/member contribution toward his OCERS retirement benefit (currently based on age of entry). Fire Chief shall always be responsible for full payment of the employee/member contribution as may be amended from time to time by OCERS.

C. Personal Vehicle Business Mileage Reimbursement

Employee shall be entitled to the use of an OCFA vehicle primarily for OCFA purposes. Any limited personal use shall conform with Part 3, Section 8 of the OCFA Personnel and Salary Resolution. Where the term "Fire Chief" is used in that provision, for purposes of this Agreement only, it shall be replaced with Board of Directors.

D. Professional Development

OCFA acknowledges its interest in the continuing professional development of Fire Chief and agrees to pay all reasonable and appropriate expenses associated with professional dues and subscriptions and/or attendance at conferences, training opportunities, and meetings of organizations concerned with Fire Chief /fire-rescue services profession. Such expenses shall be approved in advance by the Board of Directors during its annual budget process.

E. General Business Expenses

The OCFA recognizes that Fire Chief may incur expenses of a non-personal, job-related nature that are reasonably necessary to Fire Chief's service to the OCFA. The OCFA agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to the OCFA's normal expense reimbursement procedures or such other procedure as may be designated by the Board of Directors. To be eligible for reimbursement, all expenses must be supported by documentation meeting the OCFA's normal requirements and must be submitted within time limits established by the OCFA.

F. Relocation Costs

The OCFA agrees to reimburse Fire Chief in an amount not to exceed seven thousand five dollars (\$7,500.00) for costs and expenses associated with relocating to Orange County.

G. Administrative Leave Pending an Investigation

Because Fire Chief is an "at-will" employee, the OCFA is not obligated to pay Fire Chief pending an investigation into any alleged misconduct by Fire Chief. Notwithstanding the foregoing, in the event that the Authority determines, in its sole discretion, that it is in the best interest of the OCFA for Fire Chief to be placed on paid administrative leave pending such an investigation, Fire Chief shall fully reimburse any salary provided for that purpose if the misconduct for which Fire Chief was under investigation results in Fire Chief being convicted of a crime involving an abuse of his office or position as defined in Section 7.A.2 of this Agreement. Fire Chief shall fully reimburse such salary no later than six (6) months after the date such conviction becomes final and no longer subject to appeal.

Section 7: Termination and Separation Pay

A. Termination by OCFA for Reasons Other Than "Cause"

1. If OCFA terminates this Agreement (thereby terminating Fire Chief's employment) without cause or for reasons other than "cause" as defined in Paragraph B below, and if Fire Chief timely executes and delivers to OCFA an original "Separation Agreement and General Release" in the form attached hereto as Attachment 1, and does not thereafter timely exercise his right to revoke said Separation Agreement and General Release, the OCFA shall pay Fire Chief a lump sum severance benefit equal to the monthly salary of Fire Chief at the time of separation multiplied by six (6).

2. Such Separation Pay is considered a cash settlement related to the termination of Fire Chief and shall therefore be fully reimbursed to the OCFA by Fire Chief if Fire Chief is convicted of a crime involving an abuse of his office or position. Abuse of office or position shall have the meaning set forth in Government Code section 53243.4, as may be amended, of either (1) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority, or (2) a crime against

public justice, including, but, not limited to, a crime described in Title 7 (commencing with Section 92 of Part 1 of the Penal Code). Fire Chief shall fully reimburse such Separation Pay no later than six (6) months after the date such conviction becomes final and no longer subject to appeal.

B. Termination by OCFA With Cause

If the OCFA terminates this Agreement (thereby terminating Fire Chief's employment) with cause, Fire Chief shall not be entitled to any Separation Pay. As used in this Agreement, "cause" shall mean any of the following:

1. Conviction of a felony; or
2. Conviction of a misdemeanor arising out of Fire Chief's duties or performance under this Agreement; or
3. Misappropriation of public funds; or
4. Willful abandonment of duties consisting of the failure to report to work for five (5) consecutive working days (for reasons not medically related) and not notifying staff or the Board of Directors of his leave status; or
5. A willful and intentional failure to carry out materially significant and legally constituted policy decisions made by the Board of Directors; or
6. Any other intentional or grossly negligent action or inaction by Fire Chief that: (a) materially and substantially impedes or disrupts the operations of the OCFA or its organizational units; (b) is materially detrimental to employees or public safety; (c) violates properly established rules or procedures of the OCFA causing a material and substantial adverse impact on the OCFA; or (d) has a material and substantial adverse effect on the OCFA's interests as clearly delineated by properly established Board of Directors action, policy, regulations, ordinances, or OCFA Code provisions.

C. Termination by Fire Chief

Fire Chief may resign from his employment as Fire Chief and terminate this Agreement at any time upon giving at least thirty (30) days advance written notice to the Board of Directors during the term of this Agreement. Fire Chief shall not be entitled to any Separation Pay if he resigns.

Section 8: Confidential Information

Fire Chief acknowledges that in the course of his employment contemplated herein, Fire Chief will be given or will have access to confidential and proprietary documents and information relating to the OCFA, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information

given to or otherwise accessible to Fire Chief that is not public information or would be exempt from public disclosure as confidential, protected, exempt, or privileged information. Fire Chief shall hold the Confidential Information in trust for the OCFA's benefit and shall not disclose the Confidential Information to others not otherwise entitled to receive it without the express written consent of the OCFA. All Confidential Information shall be promptly returned to the OCFA immediately upon the effective date of any termination or resignation.

Section 9: Indemnification

A. Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of *nolo contendere* for a crime involving moral turpitude, OCFA shall defend, hold harmless and indemnify Fire Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his employment as Fire Chief, using legal counsel of the OCFA's choosing in its sole discretion, in accordance with the provisions of California Government Code section 825, applicable provisions of the Tort Claims Act, and other applicable law. In the event there is a conflict of interest between the OCFA and Fire Chief in such a case such that independent counsel is required for Fire Chief, the OCFA shall pay the reasonable fees of such independent counsel as determined in the sole discretion of the Board of Directors. OCFA may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

B. In the event that the OCFA provides funds for the legal criminal defense of Fire Chief, Fire Chief shall fully reimburse said funds to the OCFA if Fire Chief is convicted of a crime involving an abuse of his office or position as defined in Section 7.A.2 of this Agreement. Fire Chief shall fully reimburse to OCFA such criminal legal defense fees no later than six (6) months after the date such conviction becomes final and no longer subject to appeal.

Section 10: Notices

Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by registered or certified mail, return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date they are delivered.

Any notices required by this Agreement shall be addressed as follows:

IF TO OCFA:

Orange County Fire Authority
ATTN: Board of Directors
1 Fire Authority Road
Irvine, California 92602

IF TO FIRE CHIEF:

Brian Fennessy
[Address on File with Human Resources Department]

Section 11: Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Fire Chief by OCFA and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

Section 12: Modifications

Any modification of this Agreement shall be effective only if it is in writing and signed by the parties.

Section 13: Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 14: Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

Section 15: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and all applicable OCFA Codes, Ordinances, Policies and Resolutions.

Section 16: Bonding

OCFA shall bear the full cost of any fidelity or other bonds required of Fire Chief under any law or ordinance, or any insurance policies in lieu thereof.

Section 17: OCFA's Policies and Procedures

The terms and conditions of Fire Chief's employment, including additional employment benefits of Fire Chief not specifically provided for in this Agreement, shall be governed by

OCFA's personnel policies and procedures and administrative regulations, to the extent not inconsistent with the provisions of this Agreement. In the event of any such inconsistency or conflict, the provisions of this Agreement shall govern.

Section 18: Fire Chief's Independent Review

Fire Chief acknowledges that he has had the opportunity to conduct, and has conducted, an independent review of the financial and legal effects of this Agreement. Fire Chief acknowledges that he has made an independent judgment upon the financial and legal effects of the Agreement and has not relied upon any representation of the OCFA, its elected or appointed officers and officials, agents or employees other than those expressly set forth in this Agreement. Fire Chief acknowledges that he has been advised to obtain, and has to the full extent of his choosing, availed himself of, legal counsel of his choosing with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date reflected above.

"OCFA"

Orange County Fire Authority,
a California Joint Powers Authority

By: _____


Ed Sachs

Chairman, OCFA Board of Directors

ATTEST:


Sherry A.F. Wentz
Clerk of the Authority

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART, APC


David E. Kendig
OCFA General Counsel

"FIRE CHIEF"


Brian Fennessy

ATTACHMENT 1
Separation Agreement and General Release

This Separation Agreement and General Release ("Separation Agreement") is entered into by Brian Fennessy ("Fire Chief") and Orange County Fire Authority ("Employer"), in light of the following facts:

RECITALS

- A. Fire Chief's employment by Employer, and the Employment Agreement under which he was employed, have been terminated effective _____, 20__.
- B. Fire Chief is hereby informed that he has twenty-one (21) days from the effective date of the termination when he received this Agreement to consider it. Employer hereby advises Fire Chief to consult with an attorney before signing this Agreement.
- C. Fire Chief acknowledges that for a period of seven (7) days following the signing of this Separation Agreement ("Revocation Period"), he may revoke this Separation Agreement. This Separation Agreement shall not become effective or enforceable until the Revocation Period has expired.
- D. Fire Chief acknowledges that the Salary Payment referenced in paragraph 1 of this Separation Agreement represents all compensation due and payable to him through his termination. Fire Chief also acknowledges that Employer has made this Salary Payment without regard to whether he signs this Separation Agreement. The Salary Payment does not constitute consideration for this Separation Agreement.
- E. Fire Chief acknowledges that the Separation Pay referenced in paragraph 2 of this Separation Agreement is in excess of all amounts that are due and owing to him as a result of his employment by Employer.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. Receipt of Salary Payment. Fire Chief hereby acknowledges receipt of a check for all salary owing ("Salary Payment") from Employer.
- 2. Separation Pay. Following return to Employer of this Separation Agreement signed by Fire Chief and expiration of the Revocation Period, not having been revoked by Fire Chief, Employer shall make the applicable Separation Pay provided for under his Employment Agreement with Employer.

3. General Release. In consideration of the Separation Pay to be given to Fire Chief, and other good and valuable consideration, Fire Chief hereby releases and discharges Employer and its past and present elected and appointed officials and officers, employees, representatives, agents and attorneys, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his employment with Employer which he now has, or ever had, including but not limited to any rights, claims, causes of action, or damages arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act, the Meyers-Milias Brown Act, the Vocational Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, the California Labor Code, under any other federal, state, or local employment practice legislation, or under federal or state common law, including wrongful discharge, express or implied contract, breach of public policy, or violation of due process rights.

Fire Chief hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Fire Chief understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Employer and its past and present elected and appointed officials and officers, employees, representatives, agents and attorneys, Fire Chief expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his favor.

Fire Chief further acknowledges that he has read this General Release, that he understands that this is a general release, and that he intends to be legally bound by the same.

4. Complete Agreement. Except for the applicable provisions of the parties' Employment Agreement, which are referenced herein, this is the entire agreement between Fire Chief and Employer with respect to the subject matter hereof and this Separation Agreement supersedes all prior and contemporaneous oral and written agreements and discussions. It may only be amended in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates reflected below.

"FIRE CHIEF"

Dated: _____

By: _____

ORANGE COUNTY FIRE AUTHORITY

Dated: _____

By: _____

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN ORANGE COUNTY FIRE AUTHORITY AND BRIAN FENNESSY**

This First Amendment ("Amendment") to the Agreement for Appointment of Brian Fennessy to the Position of Fire Chief ("Agreement") is entered into this 26th day of July, 2018, by and between Brian Fennessy and the Orange County Fire Authority ("Authority").

RECITALS

WHEREAS, the Authority's Board of Directors (the "Board") has appointed Chief Fennessy to the position of Fire Chief in accordance with the terms and conditions set forth in the Agreement which was entered into and effective April 16, 2018, and Chief Fennessy desires to continue to serve in this capacity and under the terms set forth therein;

WHEREAS, the parties desire to amend the Agreement on the terms and conditions set forth in this Addendum;

NOW, THEREFORE, in consideration of the mutual covenants specified herein, the parties agree as follows:

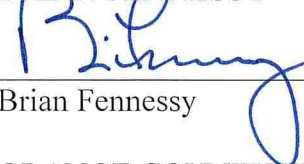
1. The parties hereby replace Section 5.C. in its entirety which states the following: "After the first year, future annual non-base building increases will be awarded automatically to ensure that the Fire Chief's salary when combined with this increase will equal five percent (5%) above the salary of Fire Chief's highest paid subordinate, excluding overtime. Such increases will be subject to deductions and withholdings of any and all sums required for federal or state income tax, and other deductions or withholdings required by then-current state, federal, or local law."

2. Section 5.C. is amended to read as follows: "After the first year increase set forth in Section 5.B., future adjustments to compensation or benefits, if any, shall be negotiated after or concurrently with the performance evaluations conducted pursuant to Section 4. Both parties acknowledge that any such compensation or benefit adjustments shall be discretionary with the Board of Directors."

3. Except as otherwise expressly provided in this Amendment, all of the terms and conditions of the Agreement remain in full force and effect.

Dated this 26th day of July, 2018.

BRIAN FENNESSY

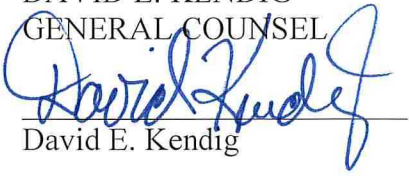


Brian Fennessy

APPROVED AS TO FORM:

ORANGE COUNTY FIRE AUTHORITY

DAVID E. KENDIG
GENERAL COUNSEL



David E. Kendig



Ed Sachs
Chairman, OCFA Board of Directors

**SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN ORANGE COUNTY FIRE AUTHORITY AND BRIAN FENNESSY**

This Second Amendment ("Second Amendment") to the Agreement for appointment of Brian Fennessy to the position of Fire Chief ("Agreement") is entered into this 23rd day of May, 2019, by and between Brian Fennessy and the Orange County Fire Authority ("OCFA") (collectively referred to as "the Parties")

RECITALS

WHEREAS, the Board of Directors (the "Board") of OCFA has appointed Chief Fennessy to the position of Fire Chief in accordance with the terms and conditions set forth in the Agreement which was entered into and made effective April 16, 2018,

WHEREAS, the Parties entered into a First Amendment of the Agreement on July 26, 2018;

WHEREAS, Chief Fennessy desires to continue to serve in this capacity and under the terms set forth therein;

WHEREAS, the Parties desire to further amend the Agreement on the terms and conditions set forth in this Second Amendment;

NOW, THEREFORE, in consideration of the mutual covenants specified in the Agreement, the parties agree as follows:

1. Section 5.A. of the Agreement is hereby replaced in its entirety with the following: "As compensation for the services to be performed hereunder, effective May 23, 2019, OCFA agrees to provide Fire Chief an annual base salary of \$264,000 payable in equal installments at the same time and in the same manner that OCFA employees are paid. The OCFA shall also deduct from his annual base salary any applicable sums that Fire Chief is obligated to pay because of participation in plans or programs described in Section 6 of this Agreement."
2. Section 5.B of the Agreement is hereby amended to include the following provision: "After completion of Fire Chief's second full year of service, Fire Chief will receive a non-base building merit increase equal to \$20,000, which must be approved by Resolution of the Board."

[Continued on next page]

3. Except as otherwise expressly provided in the First Amendment and this Second Amendment, all of the terms and conditions of the Agreement remain in full force and effect.

Dated this 23rd day of May, 2019.

BRIAN FENNESSY



Brian Fennessy

APPROVED AS TO FORM:
DAVID E. KENDIG
GENERAL COUNSEL



David E. Kendig

ORANGE COUNTY FIRE AUTHORITY



Joseph Muller
Chairman, OCFA Board of Directors

**THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN ORANGE COUNTY FIRE AUTHORITY AND BRIAN FENNESSY**

This Third Amendment ("Third Amendment") to the Agreement for appointment of Brian Fennessy to the position of Fire Chief ("Agreement") is entered into this 23rd day of July, 2020, by and between Brian Fennessy and the Orange County Fire Authority ("OCFA") (collectively referred to as "the Parties")

RECITALS

WHEREAS, the Board of Directors (the "Board") of OCFA has appointed Chief Fennessy to the position of Fire Chief in accordance with the terms and conditions set forth in the Agreement which was entered into and made effective April 16, 2018,

WHEREAS, the Parties entered into a First Amendment of the Agreement on July 26, 2018 (the "First Amendment");

WHEREAS, the Parties entered into a Second Amendment of the Agreement on May 23rd, 2019 (the "Second Amendment"). For ease of reference, the Agreement as modified by the First Amendment as further modified by the Second Amendment shall be collectively referred to herein as the "Amended Agreement".

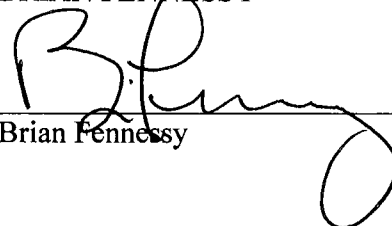
WHEREAS, the Parties desire to further amend the Amended Agreement on the terms and conditions set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants specified in the Amended Agreement and herein, the parties agree as follows:

1. Section 5.B of the Agreement is hereby replaced in its entirety with the following: "Commencing after completion of Fire Chief's third full year of service, and after completion of each full year of service thereafter, the Board shall determine in its sole discretion whether the Fire Chief will receive a non-base building bonus of \$20,000 (the "Discretionary Bonus"). The final determination whether to approve any Discretionary Bonus shall occur in an open session meeting of the Board."
2. Except as otherwise expressly provided in herein, all of the terms and conditions of the Amended Agreement remain in full force and effect.

Dated this 23rd day of July, 2020.

BRIAN FENNESSY



Brian Fennessy

ORANGE COUNTY FIRE AUTHORITY

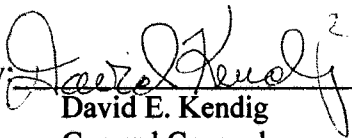
By: _____
Shelley Hasselbrink
Chair, Board of Directors

Attest:

By: _____
Maria D. Huizar, CMC
Clerk of the Authority

Approved as to form:

WOODRUFF, SPRADLIN & SMART, APC

By:  _____
David E. Kendig
General Counsel