



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

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

### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, June 25, 2020

5:30 P.M.

#### Regional Fire Operations and Training Center Board Room

1 Fire Authority Road

Irvine, CA 92602

Shelley Hasselbrink, Chair

Vince Rossini, Vice Chair

Ed Sachs • Gene Hernandez • Joe Muller

Noel Hatch • Dave Shawver • Donald P. Wagner • Elizabeth Swift

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Budget and Finance Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact 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](http://www.OCFA.org)
- To submit an e-comment, please email to [PublicComments@ocfa.org](mailto: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 Committee. 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 Kent Kraning

**PLEDGE OF ALLEGIANCE** by Director Swift

## **ROLL CALL**

### **1. PRESENTATIONS**

No items.

### **REPORTS**

**A. Report from the Budget and Finance Committee Chair**

### **PUBLIC COMMENTS**

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

### **2. CONSENT CALENDAR**

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

#### **A. Minutes from the May 28, 2020, Regular Executive Committee Meeting**

Submitted by: Maria Huizar, Clerk of the Authority

Recommended Action:

Approve as submitted.

#### **B. Monthly Investment Reports**

Submitted by: Tricia Jakubiak, Treasurer

Budget and Finance Committee Recommendation: *Approve*

Recommended Action:

Receive and file the reports.

**C. Annual Renewal of General Liability Insurance**

Submitted by: Nina Collins, Assistant Chief/Human Resources Department

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to renew the General Liability Insurance Program coverage with the FAIRA for the policy period from July 1, 2020, to July 1, 2021, with a premium amount of \$1,170,000.

**D. Annual Renewal of California State Association of Counties Excess Insurance****Authority Workers' Compensation Excess Insurance**

Submitted by: Nina Collins, Assistant Chief/Human Resources Department

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority for the policy period July 1, 2020, to July 1, 2021, with a premium of \$608,875.

**E. Special Procurement for Air Fill Stations**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to issue a one-time Purchase Order to CAS in the amount of \$26,087.11 for two Bauer air fill stations for the aggregate amount not to exceed \$67,174.22 during FY 2019/20.

**F. Blanket Order Increase and Renewal for Firefighting Helmets**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to increase and extend the blanket order with AllStar Fire Equipment, Inc. using the special procurement provision of the Purchasing Ordinance for Phenix First Due firefighting helmets for three years in an amount not to exceed \$90,000 annually (\$270,000 aggregate).

**G. Orange County Data Acquisition Partnership Participation Agreement for Aerial Imagery Services**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to execute the Participation Agreement for the OCDAP and issue a one-time Purchase Order to OCCOG for aerial imagery services for "Cycle 1" in an amount not to exceed \$62,275.

**H. Write-off for Uncollectible Account – Medix Ambulance Services**

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

Recommended Action:

Approve the write-off of \$68,921.73 as a one-time adjustment for uncollectible accounts due from Medix Ambulance Services.

**I. June Legislative Report**

Submitted by: Jay Barkman, Legislative Analyst

Recommended Action:

Receive and file update and adopt recommended bill positions.

**3. DISCUSSION CALENDAR**

No items.

**CLOSED SESSION**

No items.

**COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, July 23, 2020, at 5:30 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 18<sup>th</sup> day of June, 2020.

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Martha Halvorson, CMC  
Assistant Clerk of the Authority

### **UPCOMING MEETINGS:**

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

Wednesday, July 8, 2020, 12 noon  
Thursday, July 23, 2020, 5:30 p.m.  
Thursday, July 23, 2020, 6:00 p.m.

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Executive Committee Regular Meeting  
Thursday, May 28, 2020  
5:30 P.M.**

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

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## **CALL TO ORDER**

Chair Hasselbrink called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on May 28, 2020.

## **INVOCATION**

The invocation was led by Chaplain Devon Chase.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

**Present:** Chair, Shelley Hasselbrink, Los Alamitos  
Vice Chair, Vince Rossini, Villa Park\*  
Elizabeth Swift, Buena Park\*  
Joe Muller, Dana Point  
Ed Sachs, Mission Viejo\*  
Dave Shawver, Stanton\*  
Gene Hernandez, Yorba Linda\*  
Donald P. Wagner, County of Orange\*

**Absent:** Noel Hatch, Laguna Woods

## **Also present were:**

Fire Chief Brian Fennessy  
Deputy Chief Lori Zeller  
Assistant Chief Robert Cortez  
General Counsel David Kendig  
Director of Communications Colleen Windsor  
Acting Clerk of the Authority Martha Halvorson

Deputy Chief Pokey Sanchez  
Assistant Chief Randy Black  
Assistant Chief Jim Ruane  
Assistant Chief Kenny Dossey

*\*Executive Committee Members participating via Teleconferencing*

## **1. PRESENTATIONS**

No items.

## **REPORTS**

### **A. Report from the Budget and Finance Committee Chair (FILE: 12.02A6)**

Budget and Finance Committee Chair Hernandez reported at the May 13, 2020, meeting, the Committee voted unanimously to receive and file the Harris & Associates Final Property Tax Revenue Projections, and forward the Third Quarter Financial Newsletter and the Monthly Investment Reports to the Executive Committee for its approval. The Committee was presented the Review of the Fiscal Year 2020/21 Proposed Budget. After lengthy discussion, the Committee directed staff to place the item on the agenda for the Board of Directors meeting of May 28, 2020, with the Budget and Finance Committee's recommendation that staff research the following and report back to the Budget and Finance Committee at its June meeting: (1) Suspend the snowball pension pay down plan until further notice. (2) Review the ability to suspend the 4.5% increase to cash contract city charges, and, (3) Take a look at the proposed budget with these effects in mind and present to the Board or the Budget and Finance Committee what the budget would look like under those conditions. In addition, the Committee indicated that staff may provide a less formal budget presentation to the Board of Directors at its May 28 meeting, while informing the Board of staff's pending research and of staff's expected return to the Budget and Finance Committee in June prior to the Board adopting the budget.

### **PUBLIC COMMENTS (FILE: 12.02B3)**

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

## **2. CONSENT CALENDAR**

On motion of Director Muller and second by Vice Chair Rossini, and following a roll-call vote, declared passed 8-0 (Hatch absent) to approve Consent Calendar Items 2A-2C, 2E, 2F and 2H, as submitted. Items 2D and 2G were pulled for separate discussion.

### **A. Minutes from the April 23, 2020, Regular Executive Committee Meeting (FILE: 12.02B2)**

Action: Approve as submitted.

### **B. Monthly Investment Reports (FILE: 11.10D2)**

Budget and Finance Committee Recommendation: *Approve*

Action: Receive and file the reports.

**C. Third Quarter Financial Newsletter (FILE: 15.07)**

Budget and Finance Committee Recommendation: *Approve*

Action: Receive and file the report.

**D. Temporary Contract Extension – Security Guard Service for the Regional Fire Operations and Training Center (FILE: 19.07B2)**

On motion of Director Shawver and second by Director Swift, and following a roll-call vote, declared passed 8-0 (Hatch absent) to:

1. Approve and authorize the Purchasing Manager to execute Amendment Number Two to the Professional Services Agreement with Allied Universal Security Services to extend the agreement through June 30, 2021, in an amount not to exceed \$187,129.
2. Approve and authorize the Purchasing Manager to increase the blanket order contract by up to \$20,143 per month for a total not to exceed \$241,715 for the provision of additional security services due to COVID-19 as-needed.

**E. Architectural and Design Support Services for Fire Station Renovations Project: Stations 14 & 16 (Silverado) and 32 & 53 (Yorba Linda) (FILE: 19.07C32)**

Action: Approve and authorize the Purchasing Manager to issue a Professional Service Agreement and one-time Purchase Order in the amount of \$274,250 to Gillis & Panichapan for design and architectural support services for station renovations.

**F. Blanket Order Contract Renewal CentralSquare CAD2CAD System Software Licensing (FILE: 19.08A5)**

Action: Approve and authorize the Purchasing Manager to extend the current blanket order with CentralSquare using the special procurement provision in the Purchasing Ordinance for three years at an annual amount of \$77,204 for the aggregate not to exceed amount of \$231,612.

**G. Special Procurement for Pre-Employment Fitness Examinations (FILE: 17.26)**

Tim Steging, President of Orange County Professional Firefighters Association (IAFF Local 3631) spoke in opposition to staff recommendation.

Discussion ensued. Directors expressed concern with contracting with out of County agency and procurement process.

On motion of Director Muller and second by Director Wagner, and following a roll-call vote, declared passed 8-0 (Hatch absent) to table staff recommendation.

**H. Blanket Order Increase and Renewals for 800MHz Radio and 900MHz Pager Communications System (FILE: 18.04A)**

Action:

1. Approve and authorize the Purchasing Manager to extend the sole source blanket order contracts with the Orange County Sheriff's Department for three years and increase the respective contract amounts by up to 10% annually for years Two and Three of the renewal term.
2. Approve and authorize the Purchasing Manager to increase the blanket order contract for 800MHz radio licensing by \$76,364 for a new total amount not to exceed \$596,804.

**3. DISCUSSION CALENDAR**

No items.

**CLOSED SESSION**

No items.

**COMMITTEE MEMBER COMMENTS**

The Committee Members offered no comments.

**ADJOURNMENT** – Chair Hasselbrink adjourned the meeting at 6:28 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, June 25, 2020, at 5:30 p.m.

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Martha Halvorson, CMC  
Acting Clerk of the Authority



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
June 25, 2020

Agenda Item No. 2B  
Consent Calendar

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**Monthly Investment Reports**

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**Contact(s) for Further Information**

Tricia Jakubiak, Treasurer Treasury & Financial Planning	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Jane Wong, Assistant Treasurer	<a href="mailto:jnewong@ocfa.org">jnewong@ocfa.org</a>	714.573.6305

**Summary**

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

**Prior Board/Committee Action**

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

At its regular June 10, 2020, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended April 30, 2020. A preliminary investment report as of May 22, 2020, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – April 2020 / Preliminary Report – May 2020

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – April 2020*

*Preliminary Report – May 2020*



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

<b><i>Final Investment Report – April 30, 2020.....</i></b>	<b><i>1</i></b>
<i>Executive Summary.....</i>	<i>2</i>
<i>Benchmark Comparison.....</i>	<i>3</i>
<i>Portfolio Size, Yield, &amp; Duration.....</i>	<i>3</i>
<i>Portfolio Summary.....</i>	<i>4</i>
<i>Portfolio Details.....</i>	<i>5</i>
<i>Aging Report.....</i>	<i>8</i>
<i>Notes to Portfolio Management Report.....</i>	<i>9</i>
<i>Local Agency Investment Fund.....</i>	<i>10</i>
 <b><i>Preliminary Investment Report – May 22, 2020.....</i></b>	 <b><i>12</i></b>
<i>Portfolio Summary.....</i>	<i>13</i>
<i>Portfolio Details.....</i>	<i>14</i>
<i>Aging Report.....</i>	<i>17</i>
<i>Notes to Portfolio Management Report.....</i>	<i>18</i>
 <i>Glossary.....</i>	 <i>19</i>





*Orange County Fire Authority*

*Final Investment Report*

*April 30, 2020*



## **EXECUTIVE SUMMARY**

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

During the month of April 2020, the size of the portfolio increased significantly by \$65.6 million to \$217.6 million. Significant receipts for the month included the sixth apportionment of secured property taxes in the amount of \$87.9 million. Significant receipts also included 2 cash contract payments, intergovernmental contract and grant payments and other charges for current services totaling \$6.6 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$14.0 million each with related benefits. Total April cash outflows amounted to approximately \$31.5 million. The portfolio's balance is expected to decrease in May as there are no major receipts scheduled for the month.

In April, the portfolio's yield to maturity (365-day equivalent) declined by 62 basis points to 0.81%. The effective rate of return decreased by 56 basis points to 1.05% for the month, and decreased by 10 basis points to 1.91% for the fiscal year to date. The average maturity of the portfolio lengthened by 29 days to 45 days to maturity.

### ***Economic News***

The U.S. economy collapsed in April as the coronavirus self-isolation has made Americans fearful of what the future holds for them. Employment conditions worsened as 20.5 million jobs were lost, and the unemployment rate surged from 4.4% to 14.7%. Retail sales fell by 16.4% in April, its largest monthly decline since 1919. Consumer confidence measures weakened significantly. The Institute of Supply Management (ISM) index fell sharply to 41.5 in April. An average index reading below 42.8 means a recession for the broader economy. Both manufacturing and non-manufacturing sectors declined. Industrial production which includes mining and utilities, posted its steepest drop in history, 11.2%. The CPI (Consumer Price Index) declined 0.8% for the month amid demand shock as most of the nation shut down. Existing homes sales fell 17.8% in April, the largest decline in 10 years. However, new home sales unexpectedly rose 0.6%. On April 29, 2020, the Federal Open Market Committee voted to keep the federal funds rate unchanged at the target range of 0.0% - 0.25%. The Committee stated "the coronavirus pandemic poses considerable risks to the economic outlook over the medium term." As a result, the Fed Chair Powell has indicated they will hold rates near zero as long as needed to get the economy back on track.

**BENCHMARK COMPARISON AS OF APRIL 30, 2020**

3 Month T-Bill: 0.14%

1 Year T-Bill: 0.18%

6 Month T-Bill: 0.17%

LAIF: 1.65%

OCFA Portfolio: 1.05%

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$217,674,581	\$152,023,274	\$211,723,024
Yield to Maturity (365 day)	0.81%	1.43%	2.36%
Effective Rate of Return	1.05%	1.61%	2.31%
Days to Maturity	45	16	65



ORANGE COUNTY FIRE AUTHORITY  
Portfolio Management  
Portfolio Summary  
April 30, 2020

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call / Maturity	YTM / Call 360 Equiv.	YTM / Call 365 Equiv.
Money Mkt Mutual Funds/Cash	28,432,105.62	28,432,105.62	28,432,105.62	13.04	1	1	0.010	0.010
Federal Agency Coupon Securities	39,590,000.00	39,655,066.82	39,668,878.04	18.19	1,271	60	0.727	0.737
Federal Agency Disc. -Amortizing	75,000,000.00	74,974,590.00	74,966,245.97	34.38	127	98	0.318	0.322
Local Agency Investment Funds	75,000,000.00	75,561,076.13	75,000,000.00	34.39	1	1	1.625	1.648
<b>Investments</b>	<b>218,022,105.62</b>	<b>218,622,838.57</b>	<b>218,067,229.63</b>	<b>100.00%</b>	<b>275</b>	<b>45</b>	<b>0.802</b>	<b>0.813</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	(See Note 4 on page 9) -618,515.51	-618,515.51	-618,515.51		0	0	0.000	0.000
Accrued Interest at Purchase		84,052.15	84,052.15					
Subtotal		-534,463.36	-534,463.36					
<b>Total Cash and Investments</b>	<b>217,403,590.11</b>	<b>218,088,375.21</b>	<b>217,532,766.27</b>		<b>275</b>	<b>45</b>	<b>0.802</b>	<b>0.813</b>

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	136,224.86	2,398,049.82
<b>Average Daily Balance</b>	<b>157,828,902.64</b>	<b>150,511,605.82</b>
<b>Effective Rate of Return</b>	<b>1.05%</b>	<b>1.91%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2020. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 217,532,766.27
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ 141,814.96
<b>Total</b>	<b>\$ 217,674,581.23</b>



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**April 30, 2020**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call / Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations (See Note 4 on page 9)			28,432,105.62	28,432,105.62	28,432,105.62	0.010	0.010	1	
<b>Subtotal and Average</b>			<b>17,701,523.62</b>		<b>28,432,105.62</b>	<b>28,432,105.62</b>	<b>28,432,105.62</b>		<b>0.010</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3134GVEH7	999	Fed Home Loan Mtg Corp (Callable on 6/5/20) 03/31/2020			11,000,000.00	11,006,160.00	11,014,141.87	1.875	1.170	35	03/05/2025
3135G0X65	1004	Fed Natl Mortg Assoc (Callable on 7/24/20) 04/23/2020			12,000,000.00	12,046,080.00	12,047,554.62	1.850	0.130	84	07/24/2023
3135G03D3	1005	Fed Natl Mortg Assoc (Callable on 10/20/20) 04/23/2020			4,000,000.00	4,004,800.00	4,006,370.44	0.750	0.410	172	04/20/2023
3134GVCY2	996	Freddie Mac (Callable on 5/28/20) 03/18/2020			11,000,000.00	11,008,030.00	11,010,649.57	1.800	1.149	27	02/28/2023
3130AEAH3	997	Fed Home Loan Bank 03/20/2020			1,590,000.00	1,589,996.82	1,590,161.54	1.521	0.305	3	05/04/2020
<b>Subtotal and Average</b>			<b>28,642,438.24</b>		<b>39,590,000.00</b>	<b>39,655,066.82</b>	<b>39,668,878.04</b>		<b>0.737</b>	<b>60</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313396J20	1000	Freddie Mac 04/23/2020			12,000,000.00	11,993,280.00	11,994,353.33	0.110	0.113	154	10/02/2020
313396G49	1001	Freddie Mac 04/23/2020			12,000,000.00	11,993,880.00	11,994,866.66	0.110	0.113	140	09/18/2020
313396E66	1002	Freddie Mac 04/23/2020			12,000,000.00	11,994,600.00	11,995,380.00	0.110	0.113	126	09/04/2020
313396C84	1003	Freddie Mac 04/23/2020			12,000,000.00	11,995,560.00	11,995,893.33	0.110	0.113	112	08/21/2020
313384YQ6	1006	Fed Home Loan Bank 04/23/2020			12,000,000.00	11,998,080.00	11,999,066.66	0.050	0.051	56	06/26/2020
313384XL8	992	Fed Home Loan Bank 12/19/2019			11,000,000.00	10,999,230.00	10,986,738.89	1.550	1.605	28	05/29/2020
313384WL9	998	Fed Home Loan Bank 03/20/2020			4,000,000.00	3,999,960.00	3,999,947.10		0.122	4	05/05/2020
<b>Subtotal and Average</b>			<b>36,472,366.10</b>		<b>75,000,000.00</b>	<b>74,974,590.00</b>	<b>74,966,245.97</b>		<b>0.322</b>	<b>98</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,561,076.13	75,000,000.00	1.648	1.648	1	
<b>Subtotal and Average</b>			<b>75,012,574.69</b>		<b>75,000,000.00</b>	<b>75,561,076.13</b>	<b>75,000,000.00</b>		<b>1.648</b>	<b>1</b>	
<b>Total and Average</b>			<b>157,828,902.64</b>		<b>218,022,105.62</b>	<b>218,622,838.57</b>	<b>218,067,229.63</b>		<b>0.813</b>	<b>45</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**April 30, 2020**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	-638,515.51	-638,515.51	-638,515.51	(See Note 4 on page 9)	0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		84,052.15	84,052.15			<b>0</b>
				Subtotal		-534,463.36	-534,463.36			
<b>Total Cash and Investments</b>			<b>157,828,902.64</b>		<b>217,403,590.11</b>	<b>218,088,375.21</b>	<b>217,532,766.27</b>		<b>0.813</b>	<b>45</b>

Orange County Fire Authority

In service of others!



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of May 1, 2020**

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 05/01/2020 - 05/01/2020 )	4 Maturities	0 Payments		102,813,590.11	47.28%	102,813,590.11	103,374,666.24
Aging Interval: 1 - 30 days	( 05/02/2020 - 05/31/2020 )	3 Maturities	0 Payments		16,590,000.00	7.62%	16,576,847.53	16,589,186.82
Aging Interval: 31 - 60 days	( 06/01/2020 - 06/30/2020 )	1 Maturities	0 Payments		12,000,000.00	5.52%	11,999,066.66	11,998,080.00
Aging Interval: 61 - 91 days	( 07/01/2020 - 07/31/2020 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	( 08/01/2020 - 08/30/2020 )	1 Maturities	0 Payments		12,000,000.00	5.52%	11,995,893.33	11,995,560.00
Aging Interval: 122 - 152 days	( 08/31/2020 - 09/30/2020 )	2 Maturities	0 Payments		24,000,000.00	11.03%	23,990,246.66	23,988,480.00
Aging Interval: 153 - 183 days	( 10/01/2020 - 10/31/2020 )	1 Maturities	0 Payments		12,000,000.00	5.52%	11,994,353.33	11,993,280.00
Aging Interval: 184 - 274 days	( 11/01/2020 - 01/30/2021 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 01/31/2021 - 05/01/2021 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 05/02/2021 - 05/01/2023 )	2 Maturities	0 Payments		15,000,000.00	6.91%	15,017,020.01	15,012,830.00
Aging Interval: 1096 - 1825 days	( 05/02/2023 - 04/30/2025 )	2 Maturities	0 Payments		23,000,000.00	10.61%	23,061,696.49	23,052,240.00
Aging Interval: 1826 days and after	( 05/01/2025 - )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		16 Investments	0 Payments			100.00	217,448,714.12	218,004,323.06





**NOTES TO PORTFOLIO MANAGEMENT REPORT**

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



## ***Local Agency Investment Fund (LAIF)***

As of April 30, 2020, OCFA has \$75,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2020 is 1.007481015. When applied to OCFA's LAIF investment, the fair value is \$75,561,076 or \$561,076 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at April 30, 2020 is included on the following page.



Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).



*Orange County Fire Authority*

*Preliminary Investment Report*

*May 22, 2020*





**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**May 22, 2020**

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

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call / Maturity	YTM / Call 360 Equiv.	YTM / Call 365 Equiv.
Federal Agency Coupon Securities	38,000,000.00	38,041,530.00	38,047,454.32	20.67	1,322	41	0.745	0.755
Federal Agency Disc. -Amortizing	71,000,000.00	70,980,320.00	70,980,311.66	38.57	131	82	0.329	0.334
Local Agency Investment Funds	75,000,000.00	75,561,076.13	75,000,000.00	40.75	1	1	1.625	1.648
<b>Investments</b>	<b>184,000,000.00</b>	<b>184,582,926.13</b>	<b>184,027,765.98</b>	<b>100.00%</b>	<b>324</b>	<b>40</b>	<b>0.943</b>	<b>0.956</b>

**Cash and Accrued Interest**

Passbook/Checking (not included in yield calculations)	12,531,293.57	12,531,293.57	12,531,293.57	1	1	0.000	0.000
Accrued Interest at Purchase		81,029.16	81,029.16				
Subtotal		12,612,322.73	12,612,322.73				
<b>Total Cash and Investments</b>	<b>196,531,293.57</b>	<b>197,195,248.86</b>	<b>196,640,088.71</b>	<b>324</b>	<b>40</b>	<b>0.943</b>	<b>0.956</b>

Total Earnings	May 22 Month Ending	Fiscal Year To Date
Current Year	97,536.33	2,495,586.15
<b>Average Daily Balance</b>	<b>203,180,272.11</b>	<b>154,055,063.49</b>
<b>Effective Rate of Return</b>	<b>0.80%</b>	<b>1.81%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2020. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

5/29/20

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 196,640,088.71
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 141,814.96
<b>Total</b>	<b>\$ 196,781,903.67</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 22, 2020**

(See Note 1 on page 18)

(See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call / Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			0.00	0.00	0.00	0.010	0.010	1	
<b>Subtotal and Average</b>			<b>18,200,178.80</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0</b>	
<b>Federal Agency Coupon Securities</b>											
3134GVEH7	999	Fed Home Loan Mtg Corp (Callable on 6/5/20)		03/31/2020	11,000,000.00	11,004,620.00	11,004,991.25	1.875	1.170	13	03/05/2025
3135G0X65	1004	Fed Natl Mortg Assoc (Callable on 7/24/20)		04/23/2020	12,000,000.00	12,031,320.00	12,034,949.78	1.850	0.130	62	07/24/2023
3135G03D3	1005	Fed Natl Mortg Assoc (Callable on 10/20/20)		04/23/2020	4,000,000.00	4,004,600.00	4,005,541.15	0.750	0.410	150	04/20/2023
3134GVCY2	996	Freddie Mac (Callable on 5/28/20)		03/18/2020	11,000,000.00	11,000,990.00	11,001,972.14	1.800	1.149	5	02/28/2023
<b>Subtotal and Average</b>			<b>38,279,200.44</b>		<b>38,000,000.00</b>	<b>38,041,530.00</b>	<b>38,047,454.32</b>		<b>0.755</b>	<b>41</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313396J20	1000	Freddie Mac		04/23/2020	12,000,000.00	11,994,000.00	11,995,160.00	0.110	0.113	132	10/02/2020
313396G49	1001	Freddie Mac		04/23/2020	12,000,000.00	11,995,080.00	11,995,673.33	0.110	0.113	118	09/18/2020
313396E66	1002	Freddie Mac		04/23/2020	12,000,000.00	11,995,680.00	11,996,186.67	0.110	0.113	104	09/04/2020
313396C84	1003	Freddie Mac		04/23/2020	12,000,000.00	11,996,520.00	11,996,700.00	0.110	0.113	90	08/21/2020
313384YQ6	1006	Fed Home Loan Bank		04/23/2020	12,000,000.00	11,999,040.00	11,999,433.33	0.050	0.051	34	06/26/2020
313384XL8	992	Fed Home Loan Bank		12/19/2019	11,000,000.00	11,000,000.00	10,997,158.33	1.550	1.605	6	05/29/2020
<b>Subtotal and Average</b>			<b>71,700,892.87</b>		<b>71,000,000.00</b>	<b>70,980,320.00</b>	<b>70,980,311.66</b>		<b>0.334</b>	<b>82</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,561,076.13	75,000,000.00	1.648	1.648	1	
<b>Subtotal and Average</b>			<b>75,000,000.00</b>		<b>75,000,000.00</b>	<b>75,561,076.13</b>	<b>75,000,000.00</b>		<b>1.648</b>	<b>1</b>	
<b>Total and Average</b>			<b>203,180,272.11</b>		<b>184,000,000.00</b>	<b>184,582,926.13</b>	<b>184,027,765.98</b>		<b>0.956</b>	<b>40</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**May 22, 2020**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	12,511,293.57	12,511,293.57	12,511,293.57		0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		81,029.16	81,029.16			1
				Subtotal		12,612,322.73	12,612,322.73			
<b>Total Cash and Investments</b>			<b>203,180,272.11</b>		<b>196,531,293.57</b>	<b>197,195,248.86</b>	<b>196,640,088.71</b>		<b>0.956</b>	<b>40</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of May 23, 2020**

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 05/23/2020 - 05/23/2020 )	4 Maturities	0 Payments	87,531,293.57	44.53%	87,531,293.57	88,092,369.70
Aging Interval: 1 - 30 days	( 05/24/2020 - 06/22/2020 )	1 Maturities	0 Payments	11,000,000.00	5.59%	10,997,158.33	11,000,000.00
Aging Interval: 31 - 60 days	( 06/23/2020 - 07/22/2020 )	1 Maturities	0 Payments	12,000,000.00	6.10%	11,999,433.33	11,999,040.00
Aging Interval: 61 - 91 days	( 07/23/2020 - 08/22/2020 )	1 Maturities	0 Payments	12,000,000.00	6.10%	11,996,700.00	11,996,520.00
Aging Interval: 92 - 121 days	( 08/23/2020 - 09/21/2020 )	2 Maturities	0 Payments	24,000,000.00	12.21%	23,991,860.00	23,990,760.00
Aging Interval: 122 - 152 days	( 09/22/2020 - 10/22/2020 )	1 Maturities	0 Payments	12,000,000.00	6.10%	11,995,160.00	11,994,000.00
Aging Interval: 153 - 183 days	( 10/23/2020 - 11/22/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 11/23/2020 - 02/21/2021 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 02/22/2021 - 05/23/2021 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 05/24/2021 - 05/23/2023 )	2 Maturities	0 Payments	15,000,000.00	7.64%	15,007,513.29	15,005,590.00
Aging Interval: 1096 - 1825 days	( 05/24/2023 - 05/22/2025 )	2 Maturities	0 Payments	23,000,000.00	11.72%	23,039,941.03	23,035,940.00
Aging Interval: 1826 days and after	( 05/23/2025 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		14 Investments	0 Payments		100.00	196,559,059.55	197,114,219.70



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

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

## GLOSSARY

### INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Yield.** Rate of return on a bond.

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

### ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



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

**Executive Committee Meeting**  
**June 25, 2020**

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

**Annual Renewal of General Liability Insurance**

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**Contact(s) for Further Information**

Nina Collins, Assistant Chief  
Human Resources Department

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714.573.6353

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714.573.6832

**Summary**

This annual agenda item is submitted for authorization to renew the Orange County Fire Authority's (OCFA) General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority (FAIRA).

**Prior Board/Committee Action(s)**

Not Applicable.

**RECOMMENDED ACTION(S)**

Approve and authorize the Fire Chief, or his designee, to renew the General Liability Insurance Program coverage with the FAIRA for the policy period from July 1, 2020, to July 1, 2021, with a premium amount of \$1,170,000.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding is included in FY 2020/21 Budget.

**Background**

Formed in 1989, FAIRA is a joint powers public agency which provides pooled group insurance to over 100 fire districts in California and Nevada. The OCFA has been a member of FAIRA since 1995 and holds a seat on FAIRA's Board of Directors. On behalf of the OCFA, FAIRA purchases general liability, property, automobile, management liability, portable equipment, crime, cyber liability, healthcare liability, garage keepers, and excess liability coverages.

The expiring 2019/20 policy premium of \$927,609 is inclusive of primary general liability insurance coverage of \$1 million per occurrence and excess liability insurance coverage of \$10 million per occurrence for a total limit of coverage of \$11 million. The total 2020/21 renewal premium is \$1,170,000, or a 26.1% increase over the expiring premium. The primary driver of the increase is the hardening of the insurance market. Loss history of the FAIRA pool and organization growth including the vehicle fleet, fire stations, and personnel contributed to a lesser extent.

**Attachment(s)**

FAIRA General Liability Insurance Program Coverage Summary

**FAIRA GENERAL LIABILITY INSURANCE PROGRAM COVERAGE SUMMARY**

<b>Insurance Company:</b>	Allied World Assurance Company
<b>A.M. Best Rating:</b>	Financial Strength "A", Credit rating "a+"
<b>Policy Period:</b>	July 1, 2020 to July 1, 2021

**Property**

Real Property (Building)	Guaranteed Replacement Cost
Personal Property (Contents)	Per Schedule on file with the Carrier
Deductible	Between \$1,000 and \$5,000

**Crime**

Employee Dishonesty	\$1,000,000
Forgery or Alteration	\$1,000,000
Faithful Performance of Duty	\$1,000,000
Computer Fraud	\$1,000,000
Deductible	\$1,000

**Portable Equipment**

Valuation	Guaranteed Replacement Cost
Deductible	\$1,000

**General Liability**

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage Legal Liability	\$1,000,000
Medical Expense (each accident)	\$10,000
Garage Keepers Liability	\$500,000
General Annual Aggregate	\$10,000,000

**Management Liability**

Each Wrongful Act	\$1,000,000/\$10,000,000 General Annual Aggregate
Defense Expense Injunctive Relief	\$50,000
Deductible Each Wrongful Act	\$7,500

**Automobile**

Bodily Injury or Property Damage	\$1,000,000
Uninsured/Underinsured Motorist	\$1,000,000
Automobile Physical Damage	Agreed Value on file with the Carrier
Deductible	\$1,000 Passenger Vehicles, \$5,000 Apparatus

**Cyber Liability:**

First Party Liability	\$100,000
Third Party Liability	\$1,000,000
Deductible	\$10,000

**Umbrella (Excess) Liability**

Each Occurrence	\$10,000,000
General Annual Aggregate	\$20,000,000



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
June 25, 2020

Agenda Item No. 2D  
Consent Calendar

**Annual Renewal of California State Association of Counties Excess  
Insurance Authority Workers' Compensation Excess Insurance**

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**Contact(s) for Further Information**

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Human Resources Department

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714.573.6353

Jonathan Wilby, Risk Manager  
Human Resources Department

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

714.573.6832

**Summary**

This annual agenda item is submitted for authorization to renew the workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority (CSAC-EIA).

**Prior Board/Committee Action(s)**

Not Applicable.

**RECOMMENDED ACTION(S)**

Approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority for the policy period July 1, 2020, to July 1, 2021, with a premium of \$608,875.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Sufficient funds are included in the FY 2020/21 Budget.

**Background**

The Workers' Compensation Self-insurance Program uses excess insurance as a stop loss for losses over a self-insured retention (SIR) limit of \$2,000,000. The Orange County Fire Authority (OCFA) is responsible for the losses up to \$2,000,000 per incident with the excess insurer responsible for costs that exceed that amount. The workers' compensation excess insurance coverage limit is statutory. The excess insurance coverage limit is Part 1 of the workers' compensation policy and covers the medical costs and lost wages for work-related injuries or illnesses. Employer's liability is Part 2 of the workers' compensation policy, and it protects against lawsuits for the employment-related injuries or illnesses that may be filed by employees, family of the employee, or other third parties. For example, a lawsuit alleging that a workers' compensation claim is due to negligence on the part of the employer is covered under Part 2 with a limit of liability of \$5,000,000.



CSAC-EIA membership includes 93% of the counties, over 80% of the cities, as well as numerous school districts, special districts, housing authorities, fire districts, and other joint powers authorities in California. The OCFA has been a member of CSAC-EIA since 2007. CSAC-EIA purchases excess workers' compensation insurance on behalf of OCFA and the other members of the pool.

The FY 2020/21 premium of \$608,875 is \$48,396 or 8.6% more than the expiring FY 2019/20 premium of \$560,479. The premium increase is due to several factors including: 1) increase in estimated payroll for the policy year; 2) payroll adjustment for previous policy year; 3) fewer carriers willing to offer workers' compensation excess insurance to the public safety sector; and 4) CSAC-EIA creating two new public safety rating groups with increased rates that were phased-in over a three year period. OCFA is included in the high safety rating group since over 40% of our payroll is attributable to safety personnel.

OCFA has experienced a significant savings in excess workers' compensation insurance premium since joining the CSAC-EIA pool in 2007. The OCFA will still pay 3.7% less than the FY 2006/07 premium (prior to CSAC-EIA) after this year's premium increase.

<b>Excess Workers' Compensation Premium 2006-2019</b>												
2006/07	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
ACE Am. Ins.	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA
\$632,444	\$159,982	\$159,974	\$159,974	\$206,892	\$220,173	\$232,655	\$222,614	\$305,381	\$345,000	\$468,000	\$560,479	608,875

#### **[Attachment\(s\)](#)**

CSAC-EIA Excess Workers' Compensation Coverage Summary

**CSAC-EIA EXCESS WORKERS' COMPENSATION COVERAGE SUMMARY**

<b>Insurance Company:</b>	Great American Insurance, ACE American Insurance Company, and Liberty Mutual	
<b>A.M. Best Rating:</b>	A+; XV	Great American Insurance
	A++; XV	ACE American Insurance Company
	A; XV	Liberty Mutual
<b>Policy Period:</b>	July 1, 2020 to July 1, 2021	
<b>Coverage Provided:</b>	Workers' Compensation Excess Insurance and Employers' Liability	
<b>Major Exclusions:</b>	Punitive or exemplary damages, fines or penalties, any payments in excess of the benefits regularly provided by the Workers' Compensation law, Labor Code 4850 benefits	
<b>Limits:</b>		
Workers' Compensation	Statutory	
Employer's Liability	\$5,000,000; \$45,000,000; Statutory	
<b>Retention:</b>		
Self-insured Retention	\$2,000,000 per occurrence	



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

**Executive Committee Meeting**  
**June 25, 2020**

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

**Special Procurement for Air Fill Stations**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Russ Snider, Service Center Supervisor

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

714.573.6601

**Summary**

This agenda item is submitted for approval to issue a one-time Purchase Order to Compressed Air Specialties (CAS) for two Bauer air fill stations for daily refilling of OCFA self-contained breathing apparatus (SCBA).

**Prior Board/Committee Action**

On March 28, 2019, the Executive Committee approved the renewal of the Blanket Order contract with Compressed Air Specialties in an amount not to exceed \$15,000 per year for preventive maintenance and as-needed repairs for seven Bauer high pressure air compressors.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to issue a one-time Purchase Order to CAS in the amount of \$26,087.11 for two Bauer air fill stations, for an aggregate amount not to exceed \$67,174.22 during FY 2019/20.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the air fill stations is included in the FY2019/20 budget.

**Background**

***Project Description***

OCFA operates standardized air fill stations which are used daily by Service Center Technicians to refill all OCFA self-contained breathing apparatus bottles. Four air fill stations currently in service have been identified by Service Center to have reached the end of their useful life. In May 2020, two of the four air fill stations were replaced at a cost of \$26,087.11, and replacement of the two remaining stations is recommended.

***Special Procurement Justification***

A "special procurement" contract is recommended (per the Purchasing Ordinance and Roles/Responsibilities/Authorities Matrix) when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source. The current equipment that is to be replaced was purchased in 2003 under PO P0002803. In 2014, staff issued IFB RO1907 for annual maintenance services for the Bauer equipment and

subsequently learned that CAS was the sole distributor and service provider for Bauer equipment for the Orange County, California region.

A special procurement is recommended for this purchase to allow the replacement equipment to be sourced from the manufacturer of the existing OCFA air station equipment. This is necessary to ensure compatibility with existing equipment, provide consistent procedures for filling SCBA air bottles, and to allow the units to be serviced under an existing repair and maintenance agreement.

In preparation for this purchase, staff reached out to the manufacturer to confirm that CAS was still the sole distributor for the Orange County, California region. Bauer indicated that while CAS is still the only company that may service and maintain the OCFA equipment, all of their distributors are now eligible to compete for this sale. Staff requested pricing from the three additional distributors that were referred by Bauer, however all three were non-responsive. Because of the lack of competition, and in an effort to maintain transparency, staff continues to consider purchases from CAS non-competitive.

Distributor	Location	Solicitation Response
Compressed Air Specialties	Anaheim, CA	Quote provided as requested
Tinosa LLC	San Diego, CA	Declined to provide quote and recommended CAS as the local distributor
United Fire Equipment Co.	Tucson, AZ	Declined to provide quote and recommended CAS as the local distributor
Weidner & Associates	Midvale, UT	No response

### ***Conclusion***

Executive Committee approval is required for special procurement purchases in excess of \$50,000, as defined in the Roles & Responsibilities Matrix. The current request for two additional Bauer fill stations will exceed that threshold for FY 2019/20 as follows:

Item	Cost
Annual maintenance & repairs	\$15,000.00
May 2020 purchase of two fill stations	\$26,087.11
<i>Proposed</i> June 2020 purchase of two fill stations	\$26,087.11
Total for FY2019/20	\$67,174.22

No additional equipment purchases are planned, and it is anticipated that future annual expenditures with CAS will remain below the \$50,000 threshold. As such, staff is requesting authorization to purchase two additional fill stations using a one-time purchase order as outlined in the Recommended Actions.

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

CAS Special Procurement Form

## OCFA Special Procurement Justification Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 annually require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

Department/Section: <b>Logistics/Service Center</b>	Requested By: <b>Brian Samaniego</b>	Date: <b>5/20/20</b>
Recommended Vendor: <b>Compressed Air Specialties</b>	Vendor Contact: <b>Shawn Townsend</b>	Vendor's E-mail Address: <b>shawn@compairspec.com</b>
Vendor Address: <b>1340 S. Simpson Circle, Anaheim CA 92806-5531</b>		Vendor's Telephone #: <b>714-991-8800</b>
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates):	Contract Amount: <b>\$26,087.11</b>
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.

OCFA operates standardized air fill stations which are used daily by SVC Technicians to refill all OCFA bottles. The Service Center is intending to replace two 16 + year old air fill stations that are approaching the end of thier useful life.

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. Attach additional sheet if necessary.

Compressed Air Specialties, Inc. is the exclusive authorized Orange County Region dealer for the air fill station manufacturer, Bauer Compressors, Inc. (see attached letter from manufacturer). Replacement of like equipment from the



**SECTION III – JUSTIFICATION (continued)**

same manufacturer is necessary to ensure compatibility with existing OCFA equipment, consistent procedures for filling SCBA air bottles, and to allow the units to be serviced under the existing repair and maintenance agreement.

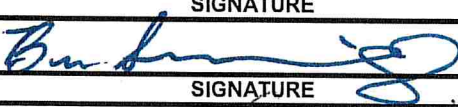
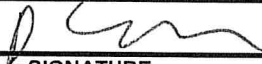
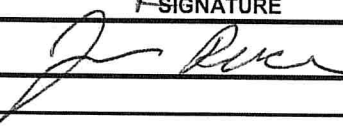
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.

Per the OCFA Purchasing team, no other vendors would provide pricing, stating that Compressed Air Specialties is the exclusive Orange County distributor of Bauer products.

4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)

No additional costs for the OCFA. We already have an annual BO in place for the maintenance and repair of our existing Bauer compressors and air fill stations.

**Special Procurement Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Brian Samaniego		5/20/20
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Russ Snider		5/20/20
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Jim Ruane		5/20/20

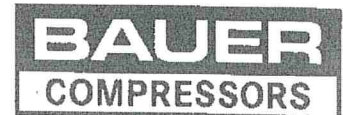
**Purchasing Manager's Comments:**

Because this equipment replaces an old unit, there will be no additional maintenance costs. The old unit will be disposed of through the standard surplus process.

PURCHASING MANAGER'S APPROVAL	DATE
	6/11/2020
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	6/11/20

Executive Committee Approval Required ☒ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_



Quality. Our DNA

January 7, 2020

To: Whom It May Concern

Ref: Bauer Compressors, Inc. Sales and Service Authorization

Please accept this letter as confirmation that Compressed Air Specialties is a factory authorized Bauer Compressors, Inc. sales and service distributor. Bauer has appointed Compressed Air Specialties to have responsibility for an Area of Primary Responsibility, which includes your area. We have had a long standing relationship with Compressed Air Specialties and find them to be a highly focused and customer driven organization. They have the capability of providing sales and service support on all breathing air products manufactured by Bauer Compressors Inc. Listed is their respective contact information:

Compressed Air Specialties  
1340 Simpson Circle  
Anaheim, CA 92806  
Tel: 714-991-8800  
Att: Shawn Townsend

In addition to Compressed Air Specialties, all other Bauer distributors in the United States are available to bid on your opportunity. Listed are two (2) additional west coast based companies which you may wish to utilize.

Tinosa LLC  
6151 Progressive Ave.  
San Diego, CA 92154  
Att: Tim Kiley  
Tel: 619-690-7440

Bauer San Francisco  
267 East Airway Blvd.  
Livermore, CA 94551  
Att: Tim McGuire  
Tel: 925-449-7210

Sales activities from entities recognized as DLA Prime Vendors on behalf of Bauer Compressors, Inc. are excluded from this letter of authorization. This appointment is valid until January 7, 2021 or until advised in writing, whichever comes first.

Please feel free to contact me if I can provide any additional information or answer any questions for you.

Sincerely,  
Bauer Compressors, Inc.

William Dickson  
Vice President of Sales, Breathing Air Products



1340 S. Simpson Circle  
Anaheim, CA 92806-5531  
(714) 991-8800

www.compressedairspecialties.com  
A/R contact: colleen@compairspec.com  
Federal Tax ID# 93-1177829

## Quotation

Date	Quotation #
6/2/2020	3286

### Bill To

Orange County Fire Authority  
Attn: Accounts Payable  
P.O. Box 53008  
Irvine, CA 92619-3008

### Ship To

Orange County Fire Authority  
Service Center  
1 Fire Authority Road  
Irvine, CA 92602-0125

Rep		Quote Requested By/RFQ#	Estimated Ship Date		Terms	
ST		R Snider	7/2/2020		Net 30	
Qty	Item	Description	U/M	Price	Amount	
2	CFS5.5-3S	Bauer 3 position fill station with regulated fill controls; Rated for 6,000 psi inlet, 5,500 psi fill pressure	ea	11,375.00	22,750.00T	
2	YVA-3010A	Standard Line Valve; Panel Mount	ea	60.00	120.00T	
2	YVA-MOUNT	Aluminum Mount; YVA Valve	ea	10.00	20.00T	
2	HOS6000-4	HP Hose Assembly; 6000 psi, 4 Ft., #4 JIC ends	ea	30.00	60.00T	
1	MISC-PLUMBING	Misc. plumbing for installation (hoses, fittings, tubing, etc.)		45.00	45.00T	
2	Shipping - CFS	Shipping - CFS Fill Station		655.00	1,310.00	
		Quotation for the installation of (2) new Bauer three position fill stations at HQ				

Quotation valid for 30 days.

Subtotal	\$24,305.00
Sales Tax (7.75%)	\$1,782.11
Total	\$26,087.11





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

**Executive Committee Meeting**  
**June 25, 2020**

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

**Blanket Order Increase and Renewal for Firefighting Helmets**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Russ Snider, Service Center Supervisor

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

714.573.6601

**Summary**

This agenda item is submitted for approval to renew and increase the previously approved blanket order with AllStar Fire Equipment, Inc. (AllStar) for the purchase of structural firefighting helmets on an as-needed basis.

**Prior Board/Committee Action**

On June 22, 2017, the Executive Committee approved the renewal of the blanket order for Phenix fire helmets for three years in an amount not to exceed \$70,000 annually.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to increase and extend the blanket order with AllStar Fire Equipment, Inc. using the special procurement provision of the Purchasing Ordinance for Phenix First Due firefighting helmets for three years in amount not to exceed \$90,000 annually (\$270,000 aggregate).

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the structural firefighting helmets is included in the FY2020/21 budget.

**Background**

***Phenix First Due Helmet***

In 1978, the Orange County Fire Department adopted the Phenix First Due Helmet as its standard structural firefighting helmet, in large part due to its ergonomic and impact-resistant design. The helmet configuration that OCFA purchases is Cal-OSHA compliant, and allows the OCFA to meet all of the National Fire Protection Association requirements. Several other fire agencies in California utilize the Phenix First Due helmet, including Los Angeles County, Los Angeles City, and CAL FIRE.

The Phenix First Due helmet has proven to be an excellent value to the OCFA, as it is incredibly durable, even in high use situations such as the Fire Academy. Additionally, because OCFA is able to purchase replacement parts, staff can repair helmets with minor damage rather than having to send them out for repair or replacement.

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

AllStar is the sole provider of the Phenix First Due firefighter helmet, as verified in a letter from the manufacturer. The Phenix First Due helmet remains as OCFA's current standard helmet for structural firefighting due to its durability, strength-to-weight characteristic, comparable cost, and continued use by numerous fire agencies.

Allstar has requested an annual 4% price increase for Phenix brand items. Increases are reflective of the manufacturer's 4% increase as of April 15, 2020. The manufacturer states increases are due to rising parts and labor costs. Compensation costs for the Los Angeles Metropolitan Area rose 3.5% for the 12-month period ending March 2020. Manufacturing costs have increased due to COVID-19 related expenses and the loss of production efficiency from a half-staffed workforce. A 4% increase is reasonable given the increase in compensation and manufacturing costs.

### ***Quantity Increase***

OCFA has experienced an increase in the overall quantity of firefighter helmets necessary for Operations. An increase of approximately 10% in the annual volume beginning in 2019 is attributed to the addition of the 84 constant staff positions for the Garden Grove stations, and the reduction in ongoing vacancies resulting from the increased frequency of academies.

### ***Conclusion***

The annual amount requested is based in part on OCFA's recent volume/needs, the projected new recruits anticipated with future academies during the next three years, and the proposed 4% annual cost increase. Staff is requesting authorization to renew the blanket order with Allstar for three additional years in an amount not to exceed \$90,000 annually.

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

Special Procurement Request Form

## OCFA Special Procurement Justification Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 annually require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Logistics/Service Center	<b>Requested By:</b> Peter Moote	<b>Date:</b> 06/08/2020
<b>Recommended Vendor:</b> AllStar Fire Equipment, Inc.	<b>Vendor Contact:</b> John Sprengelmeyer	<b>Vendor's E-mail Address:</b>
<b>Vendor Address:</b> 123258 Lower Azusa Road		<b>Vendor's Telephone #:</b>
<b>Type of Contract:</b> <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> July 1, 2020 - June 30, 2021	<b>Contract Amount:</b> \$90,000 (4% pricing increase)
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. Provide a detailed description of the product or service requested. Describe what it is. *Attach additional sheet if necessary.*

Phenix Firefighter Helmets and Accessories

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. *Attach additional sheet if necessary.*

OCFA's standardized firefighting helmet is available for procurement only through the California authorized supplier,

AllStar Fire Equipment of Acadia and Hayward. Attached: Manufacturer's letter stating sales requirement for the Phenix Technology Firefighting helmet.

SECTION III – JUSTIFICATION (*continued*)

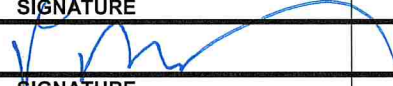

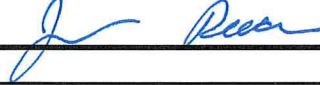
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.

Renewal pricing includes 4% discount off manufacturer's list

4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?  
(If yes, please explain how and what the future costs will be.)

Pricing is fixed through June 2023; purchase order is to be issued for FY 2020/21 only

## Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Peter Moote		06/08/2020
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Russ Snider		06/08/2020
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Jim Ruane		06/08/2020

## Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	6/26/2020
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	6/11/20

Executive Committee Approval Required ☒ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_



Phenix Technology  
12391 Sampson St. #H  
Riverside, Ca 92503  
951-272-4938

951-279-8399 FAX

[www.phenixfirehelmets.com](http://www.phenixfirehelmets.com)

January 2020

To Whom It May Concern,

This letter is to verify that All Star Fire Equipment of Arcadia and Hayward California is our sole sales source for the state of California. We have entered into an agreement with All Star Fire Equipment to be our authorized dealer, representing the Phenix Technology product line in CA. In compliance with our dealer network agreements, no other dealer outside of CA has permission to sell to CA fire departments who are seeking helmets from the Phenix lines.

Please contact All Star Fire Equipment at 510-887-6295 for a competitive quote on the Phenix First Due line of firefighting helmets and firefighting accessories.

We appreciate your interest in our fine products and are confident you will receive great service and supply from our California dealer.

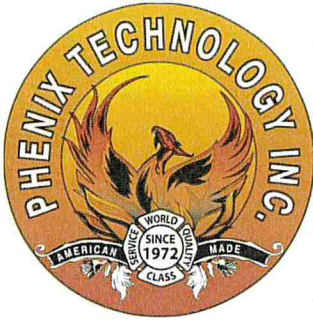
Please feel free to contact us in the above matter if needed.

Sincerely,

*Nicole Clesceri*

Nicole Clesceri,  
Chief Financial Officer





Phenix Technology, Inc.  
12391 Sampson Street  
Suite H  
Riverside, California 92503  
951-272-4938  
[www.phenixfirehelmets.com](http://www.phenixfirehelmets.com)

March 26, 2020

RE: Price increase to take effect April 15, 2020

Dear Valued Customers,

As we sort through our incurred costs for the parts and labor it takes to build our products we are at the point of revising our products price list. As it is, we have been incurring these increases from our vendors since January 2020 and have held off increasing them to our customers until now.

In our efforts to maintain a lean and efficient work style at Phenix, we have been able to afford for very small increases on the First Due helmets and parts side. A small 4% increase on all helmet models and some items has been added to our 2020 price list

Obviously during this Covid-19 crisis, our staff has converted to ½ working remote and ½ working everyday at Phenix to build and ship your current orders. We always have our customer in mind and want to make sure we are able to proceed with processing and fulfilling orders to the best of our ability while keeping our staff and our customers safe. We are not open to the public and have temporarily stopped all Will Call orders. We are following all health guidelines and not letting outside vendors into our facility.

We pray that you and your teams are well and staying safe by taking all precautions seriously. We all hope your business is still thriving during this unprecedented time we are experiencing together.

If you have any questions or concerns, please do not hesitate to reach out.

Thank you for you being a loyal customer!

Sincerely,

*E. N. Clesceri*

Nicole Clesceri,

Chief Financial Officer



# THE ORANGE COUNTY FIRE AUTHORITY

Purchasing & Materials Management  
1 Fire Authority Road, Irvine, CA 92602

## NOTICE REQUESTING RENEWAL OF ANNUAL CONTRACT

Date: May 28, 2020

Vendor Name: AllStar Fire Equipment, Inc.  
12328 Lower Azusa Road  
Arcadia, CA 91006  
Attn: John Sprengelmeyer

The Orange County Fire Authority is requesting to renew your annual contract as listed below.

Contract/Blanket Order #: B01963  
Description of Service or Product: Phenix First Due Helmets and Accessories  
Period of Extension: July 1, 2020 through June 30, 2023

Please complete and return the attached pricing sheet for the renewal agreement period.

Please acknowledge your acceptance by signing below and returning by email to:

Jim Curatella, Buyer  
(714) 573-6649  
[jimcuratella@ocfa.org](mailto:jimcuratella@ocfa.org)

ALLSTAR FIRE EQUIPMENT

Company Name

12328 LOWER AZUSA RD ARCADIA CA 91006  
Address City State Zip Code

Authorized Signature

JOHN SPRENGELMEYER  
Printed Name

Phone Number

Fax Number

Email (please print)

Date

Please register with our on-line vendor database to participate in any future bid opportunities with OCFA. If you are already registered please log in and review your company information in case any contact information has changed. You may register or log in by following this link: <https://www.planetbids.com/portal/portal.cfm?CompanyID=14773>.

**AllStar Fire Equipment, Inc.**  
**Phenix First Due Helmets and Accessories**  
**Contract Renewal Pricing Sheet**

No.	Item Description	Current Price	Renewal Year One	Renewal Year Two	Renewal Year Three
1	Phenix First Due Helmet #1500-CA-2700R: - Cal-OSHA style - No face shield - No eye protection - Ratchet suspension - Detachable Nomex Earlaps - Nomex Chinstrap - Postman slide - ESS snap-on/off goggle attachment kit - ID bracket factory installed - No magnet base or outer magnets	\$223.70	\$ 232.65	\$ 241.95	\$ 251.60
2	Ratchet Suspension, PHE103	\$72.35	\$ 72.35	\$ 75.25	\$ 78.25
3	Nomex Detachable Earlaps, PHE107	\$30.50	\$ 31.70	\$ 33.00	\$ 34.30
4	Nomex Chinstrap w/Postman Slide, PHE200U	\$28.95	\$ 30.10	\$ 31.30	\$ 32.55
5	Impact Cap, PHE110	\$6.90	\$ 7.20	\$ 7.50	\$ 7.80
6	Lime Yellow Reflective Strips, PHE505	\$1.55	\$ 1.55	\$ 1.60	\$ 1.65
7	ESS Snap-on/off Goggle Kit, PHE305	\$7.30	\$ 7.30	\$ 7.60	\$ 7.90
8	Brown adhesive magnet panels on both sides of helmet, PHE500	\$10.00	\$ 10.00	\$ 10.40	\$ 10.40
9	Replacement Brackets - I.D. # PHE413	\$10.00	\$ 10.00	\$ 10.40	\$ 10.40
10	Miscellaneous related items - Discount off Manufacturer's List.	5% - 10%	% 5-10	% 5-10	% 5-10

**QUESTIONNAIRE** (attach additional sheets if necessary):

1. The 12-month change for April in the Producer Price Index for Plastics Material and Resins Mfg. - (Industry Code 325211) is -5.8%:

a. If pricing for Renewal Year One has increased over Current Price, please provide a justification:

*JUSTIFICATION LETTER FROM PHENIX IS ATTACHED*

b. If pricing for Renewal Year Two will increase over Renewal Year One pricing, please provide a justification:

c. If pricing for Renewal Year Three will increase over Renewal Year Two pricing, please provide a justification:



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
June 25, 2020

Agenda Item No. 2G  
Consent Calendar

**Orange County Data Acquisition Partnership  
Participation Agreement for Aerial Imagery Services**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Joel Brodowski, IT Manager

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

714.573.6421

**Summary**

This agenda item is submitted for approval to enter into the Orange County Data Acquisition Partnership (OCDAP) and execute a Participation Agreement between the Orange County Fire Authority (OCFA), the Orange County Council of Governments (OCCOG) and the Southern California Association of Governments (SCAG). Participation in OCDAP will allow OCFA to access the County of Los Angeles agreement with Pictometry International Corp. (Pictometry) for aerial imagery services to be performed in 2020 ("Cycle 1").

**Prior Board/Committee Action(s)**

Not Applicable.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to execute the Participation Agreement for the OCDAP and issue a one-time Purchase Order to OCCOG for aerial imagery services for "Cycle 1" in an amount not to exceed \$62,275.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for high-resolution aerial imagery services has been approved in the Adopted FY 2020/21 Capital Improvement Program (CIP) Budget.

**Background**

***Project Description***

The OCFA acquires updated high-resolution aerial imagery of Orange County on a biennial basis to update the OCFA's Computer Aided Dispatch (CAD) and Geographic Information Systems (GIS). This is important for dispatcher and fire fighter situational awareness, as it provides viewing of new construction and changes to roads, buildings, and open spaces on dispatcher consoles and Mobile Data Computers (MDC), and is used for the many mapping products and APPS the OCFA produces.

The Southern California Association of Governments (SCAG) and the Orange County Council of Governments (OCCOG) are offering an opportunity for OCFA to partner with other government

agencies to “piggyback” off the County of Los Angeles agreement to acquire high resolution aerial imagery of Orange County including an additional 84 square miles of county mutual threat zones that exist along the county borders. In addition to the high resolution (3-inch) aerial imagery, the OCFA will also receive multiple band color (red, green, blue, near-infrared), building footprints, and other data features not included from previous vendors.

Pictometry was awarded an agreement for aerial imagery services by the County of Los Angeles in December of 2013. In an effort to achieve savings and efficiencies, SCAG and the OCCOG are offering an opportunity for OCFA to partner with other government agencies to “piggyback” off the County of Los Angeles agreement. Staff has reviewed the services and pricing available through OCDAP and determined that what is available to OCFA through the partnership will yield a greater value than if OCFA were to independently solicit aerial imagery services. Leveraging the requirements of several agencies through OCDAP will yield a savings of \$16,475 when compared with the most recent agreement OCFA awarded for aerial imagery services in December of 2018.

***Recommendation***

Because of the great value that OCFA will realize by joining the OCDAP partnership, staff is recommending approval to authorize the Purchasing Manager to execute the Participation Agreement and issue a one-time Purchase Order to OCCOG for 2020 aerial imagery services.

***Attachment(s)***

OCDAP Participation Agreement

**ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)  
Participation Agreement between the Southern California Association of  
Governments, Orange County Council of Governments and Orange County Fire  
Authority**

THIS ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP) PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this 25<sup>th</sup> day of June 2020, by and between Orange County Fire Authority, hereinafter referred to as “[Local Agency]”, Orange County Council of Governments, hereinafter referred to as “OCCOG” and the Southern California Association of Governments, hereinafter referred to as “SCAG” (hereinafter collectively also the “Parties”).

**RECITALS**

WHEREAS, the County of Los Angeles established a Los Angeles Region Imagery Acquisition Consortium (LARIAC) to lead the acquisition of purchasing Digital Aerial Data, in partnership with cities and agencies to reduce costs and enable participants to acquire more data than would be possible individually;

WHEREAS, the County of Los Angeles entered into an agreement with Pictometry International Corp. (“Pictometry”) dated December 2013, including duly-approved amendments and/or addenda thereto, (collectively, the “LAC Agreement”) after a competitive process, and each Party signing this Agreement acknowledges it has been provided a copy of such LAC Agreement, a true and correct copy of which is available at [https://scag-my.sharepoint.com/:f/g/personal/aguilar\\_scag\\_ca\\_gov/EqDGF9DeuuZFmLfG3yq8nuMBJAMpNHIX\\_HhmV6fnZ5Dujg?e=K72q5I](https://scag-my.sharepoint.com/:f/g/personal/aguilar_scag_ca_gov/EqDGF9DeuuZFmLfG3yq8nuMBJAMpNHIX_HhmV6fnZ5Dujg?e=K72q5I)

WHEREAS, the LAC Agreement provides that an External Entity (i.e., City, County, Joint Powers Authority or any governmental entity) may license or otherwise acquire rights to Digital Aerial Data outside of Los Angeles County pursuant to the pricing and other terms of the LAC Agreement;

WHEREAS, SCAG meets the criteria necessary to be an External Entity and SCAG therefore qualifies for the same pricing as the LAC Agreement, and, pursuant to its rights as an External Entity, SCAG is authorized to enter into this Agreement with OCCOG and Local Agency;

WHEREAS, SCAG and Orange County agencies wish to enter into an agreement to obtain Digital Aerial Data to leverage the same pricing as the LAC Agreement. The group of participating agencies is known as the Orange County Data Acquisition Partnership (“OCDAP”);

WHEREAS, SCAG entered or will enter into an Agreement with Pictometry for Digital Aerial Data (“SCAG Agreement”) for the Orange County Data Acquisition Partnership Project (“Project”), which is substantially in the form attached to this Agreement as Attachment A. The Project includes one (1) cycle of data capture anticipated to begin in June 2020 for the period of July 2020 – June 2022 (“Cycle 1”);

WHEREAS, the Parties recognize the need to invest in Digital Aerial Data to conduct local and regional planning and to evaluate current and future legislative and regulatory proposals and wish to utilize the Digital Aerial Data from the SCAG Agreement;

WHEREAS, OCCOG is responsible for invoicing the Parties for the Project in Cycle 1;

WHEREAS, the Parties wish to enter into this Agreement to outline the roles and responsibilities for the Project:  
and

WHEREAS the “Recitals” are incorporated herein by this reference:

### **TERMS OF AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

#### **1. Compensation**

Local Agency will compensate SCAG as described in Section 4 for the Digital Aerial Data, described in Section 2 for the data capture in 2020 for Cycle 1. The total cost of Cycle 1 is \$383,603.10. The next geospatial data capture is expected in 2022 (“Cycle 2”). Agencies participating in Cycle 1 are not obligated to participate in Cycle 2. Regardless of whether Local Agency chooses to participate beyond Cycle 1, Local Agency is authorized to possess and use the Cycle 1 Digital Aerial Data described in Section 2 for its organizational purposes in perpetuity, subject to the disclosure provisions of Section 5. If applicable, an amendment to this Agreement will be executed by the Parties for Cycle 2.

#### **2. Digital Aerial Data Description**

- A. Digital Imagery: 3-inch resolution, 4 band (red, green, blue, and near infrared) true natural color digital orthophoto/ortho-rectified data covering Orange County as shown in the map in Attachment B, attached hereto and incorporated herein by this reference. Digital imagery will be provided in the following formats: GeoTIFF tiles and mosaic of ECW or Mr.SID tile format (which includes seamline generation, radiometric balancing and final color balancing to ensure seamless consistent coverage of the area of interest). These data will be California State Plane Coordinate System, Zone 6 (US feet), Datum NAD 83.
- B. Building footprints: Outlines of building footprints for structures that are 300 square feet or greater will be provided for all Orange County in shapefile format with z values. These data will be California State Plane Coordinate System, Zone 6 (US feet), Datum NAD 83. The vertical datum will be North American Vertical Datum of 1988 (NAVD88), US Feet.
- C. Pursuant to the terms of the LAC Agreement, which is fully incorporated herein by reference, the Parties will have access and use of all imagery collected and processed through the online viewing software hosted by Pictometry through the LAC Agreement or be provided copies of the data by SCAG as described in Section 3.

#### **3. Data Delivery**

When possible, the digital data will be provided electronically through the online platform hosted by Pictometry or through File Transfer Protocol (FTP) by SCAG. Alternatively, upon request and receipt of a hard drive from the Local Agency, the digital imagery data will be provided by SCAG on such hard drive within 30 days of receipt by SCAG, subject to any use restrictions set forth in the agreement between SCAG and Pictometry or LAC Agreement.

#### **4. Invoicing/Payment**

OCCOG, on behalf of SCAG, will submit an invoice to Local Agency for \$62,275 as payment for Cycle 1 Digital Aerial Data. Local Agency will submit payment to OCCOG within 30 days. This will be a line item invoice for



those agencies that also receive an annual invoice for OCCOG dues (for OCCOG member agencies) and CDR fees. OCCOG shall invoice the Parties in July 2020. OCCOG will remit collected payments to SCAG within three months of invoicing Parties. In the event payment is not received by OCCOG from the Local Agency, the Local Agency will be denied access to the online data platform and will not receive copies of the data from SCAG.

The parties further understand and acknowledge that if SCAG does not proceed to approve the SCAG Agreement, this Agreement shall be deemed null and void and the parties will have no further obligations.

#### 5. Disclosure of Information

Local Agency may distribute the Digital Aerial Data to its subcontractors or consultants on projects that are outsourced from its own operations. The Local Agency shall require each subcontractor or consultant to whom the Digital Aerial Data is transferred or distributed to execute a written acknowledgement and agreement provided as Attachment C, Orange County Data Acquisition Partnership (OCDAP) Authorized User Confidentiality and Non-Disclosure Agreement, attached hereto and incorporated herein by this reference.

#### 6. Representations and Warranties

SCAG warrants that the Digital Aerial Data does not and shall not violate: (a) any applicable law, rule, or regulation (“**Laws**”); or (b) any contracts with third parties; or (c) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.

SCAG represents that it will identify, obtain and keep current all necessary licenses, approvals, permits and authorizations as may be required from time to time under applicable Laws and third-party contracts with respect to the Digital Aerial Data.

SCAG warrants that it has full authority and sufficient right, title, and interest in and to the Digital Aerial Data subject to the terms set forth in the LAC Agreement to grant and convey the rights accorded to Local Agency under Section 2.

Local Agency warrants that its use, grant, and conveyance of the Digital Aerial Data will not violate any applicable terms set forth in the LAC Agreement.

#### 7. Indemnification

SCAG agrees to indemnify and defend Local Agency against all third-party claims, liabilities, losses, expenses, suits, actions and causes of actions (including reasonable attorneys’ fees and legal expenses), fines, penalties, or damages (collectively, the “**Liabilities**”) to the extent such Liabilities arise out of or result from: (a) the negligent acts or omissions, the willful or intentional misconduct of SCAG or its employees, subcontractors or agents, in the course of providing the Digital Aerial Data; (b) SCAG’s breach of the terms of this Agreement; or (c) any claim that any of Digital Aerial Data provided by SCAG infringes or misappropriates a third party’s intellectual property rights.

Local Agency agrees to indemnify and defend SCAG, its directors, officers and employees, against all Liabilities to the extent such Liabilities arise out of or result, from: (a) the negligent acts or omissions, the willful or intentional misconduct of Local Agency or its employees, subcontractors or agents under this Agreement; or (b) Local Agency’s breach of the terms of this Agreement.

#### 8. Amendments

No alteration or deviation of the terms of this Agreement shall be valid unless made in writing and properly executed by the Parties.

#### 9. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG:                   **Basil Panas**  
Chief Financial Officer  
Southern California Association of Governments  
900 Wilshire Blvd., Suite 1700  
Los Angeles, CA 90017  
Phone: (213) 236-1817  
[panas@scag.ca.gov](mailto:panas@scag.ca.gov)

To OCCOG:               **Marnie Primmer**  
Executive Director  
Orange County Council of Governments  
3972 Barranca Pkwy., Suite J-127  
Irvine, CA 92606

To Local Agency:       **Sara Kennedy**  
Purchasing Manager  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA 92602

#### 10. Force Majeure

No Parties shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties.

#### 11. Entire Agreement

This Agreement represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This Agreement supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

#### 12. Execution of Agreement or Amendment

This Agreement, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this Agreement or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

**SIGNATURE PAGE TO  
ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP) AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

---

By  
Sara Kennedy, CPPB  
Orange County Fire Authority

---

By  
Basil Panas  
Southern California Association of Governments

---

Date

---

Date

---

By  
Marnie Primmer, Executive Director  
Orange County Council of Governments

---

Date

ATTACHMENT “A”

SCAG AGREEMENT FOR THE ORANGE COUNTY DATA ACQUISITION PARTNERSHIP PROJECT

AND

ATTACHMENT “B”

ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)  
SECTOR MAP/AERIAL IMAGERY COVERAGE AREA

[See Following Pages]

**LAC EXTERNAL ENTITY AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP. (“Pictometry”) AND  
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG” OR “CUSTOMER”)**

Whereas, Pictometry is a party to an Agreement By and Between County of Los Angeles and Pictometry for Digital Aerial Data dated December 2013 (the “LAC Agreement”); and

Whereas the LAC Agreement provides that an External Entity (as defined in the LAC Agreement) may license or otherwise acquire rights to digital aerial data outside of Los Angeles County pursuant to or based upon the pricing and/or other terms set forth in Exhibit C (Schedule for External Entities) of the LAC Agreement; and

Whereas, Customer meets the criteria necessary to be an External Entity; and

Whereas, Customer wishes to obtain certain Pictometry products and services as an External Entity based upon the LAC Agreement;

Now therefore, Customer and Pictometry hereby agree as follow

1. This order form (“Order Form”), in combination with certain provisions of the LAC Agreement identified below and the contract components listed below and attached hereto:

Section A: Product Descriptions, Prices and Payment Terms

Section B: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Sector Map

(all of which, collectively, constitute the “SCAG Agreement”), which sets forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Modifications to the SCAG Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this SCAG Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising the SCAG Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions (if any), Photogrammetric Product Specifications (if any), and Order Form (including provisions incorporated from the LAC Agreement).
3. All notices under the SCAG Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
818 West 7th Street,	25 Methodist Hill Drive
12th Floor	Rochester, NY 14623
Los Angeles, CA 90017-3435	Attn: Contract Administration
Attn: Javier Aguilar, Senior Regional Planner	Phone: (585) 486-0093

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. All of the SCAG Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under the SCAG Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under the SCAG Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under the SCAG Agreement.
5. Customer shall have the rights set forth in Section 10 of the LAC Agreement to use the products and services described in Section

A to the SCAG Agreement.

6. The products and services described in Section A to the SCAG Agreement are provided to Customer subject to the provisions of Sections 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 28, 30, 31, 32, 33, 34, 35, 39, 40, 41, 42, 43, 53, 54, 55, 56, 57, and 58 of the LAC Agreement as if those provisions were set forth herein, *mutatis mutandis*.
7. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the SCAG Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of the SCAG Agreement, subject to the terms and conditions set forth in the SCAG Agreement.
8. Customer hereby agrees to pay the Fees specified in Section A of the SCAG Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of the SCAG Agreement.

The SCAG Agreement shall become effective upon execution by duly authorized officers of the Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the “Effective Date.”

**PARTIES:**

CUSTOMER	PICTOMETRY
<b>SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
a political subdivision of the State of California	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE)</b>



**SECTION A****PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

<b>ORDER #</b>
C11074408

<b>BILL TO</b>
Southern California Association of Governments
Javier Aguilar, Senior Regional Planner
818 West 7th Street, 12th Floor Los Angeles, CA 90017-3435
(213) 236-1845
aguilar@scag.ca.gov

<b>SHIP TO</b>
Southern California Association of Governments
Javier Aguilar, Senior Regional Planner
818 West 7th Street, 12th Floor Los Angeles, CA 90017-3435
(213) 236-1845
aguilar@scag.ca.gov

<b>CUSTOMER ID</b>	<b>SALES REP</b>
A133917	bgarcia

<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT</b>
948	IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry-Std Delivery Format-per sq mi	Product includes: Color Digital Orthophotography Four Band - 3 inch GSD ("CDO4") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$325.00	\$225.00 (30.769%)	\$213,300.00
685,354	Third Party Planimetrics	Planimetrics provided by third-party vendor. Refer to attached Appendix for specifications. Applicable Terms and Conditions: Order Form	\$0.15		\$102,803.10
2	Pictometry Connect - CA - 1000	Pictometry Connect - CA - 1000 (Custom Access) provides up to 1000 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$30,000.00		\$60,000.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$7,500.00		\$7,500.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	AccuPlus Imagery Bundle w/ Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	Pictometry for Esri Web AppBuilder	Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account. Applicable Terms and Conditions: Software License Agreement	\$1,990.00	\$0.00 (100%)	\$0.00
2	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$2,000.00	\$0.00 (100%)	\$0.00
2	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
1	Integrated Pictometry Application	Integrated Pictometry Applications are web based technologies that allow a developer to embed a web instance into a product / application that connects to a customers Licensed Pictometry-hosted imagery. Currently supports JavaScript / iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use. Requires a Pictometry Connect or Pictometry Connect PFW / View Account depending on use type. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$1,990.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider.

**TOTAL**

\$383,603.10

<sup>1</sup>Amount per product = ((1-Discout %) \* Qty \* List Price)

## FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In

addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$79,963.27
Due at Initial Shipment of Imagery	\$111,838.28
Due at First Anniversary of Shipment of Imagery	\$191,801.55
<b>Total Payments</b>	<b>\$383,603.10</b>

## PRODUCT PARAMETERS

### ACCUPLUS IMAGERY

<b>Product:</b>	<b>IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry-Stnd Delivery Format-</b>
<i>Coverage Area Format:</i>	<b>per sq mi</b>
<i>Leaf:</i>	Shapefile
	Leaf On: Foliage on trees and shrubs will likely be present

### CONNECT

<b>Product:</b>	<b>Pictometry Connect - CA - 1000</b>
<i>Admin User Name:</i>	Javier Aguilar
<i>Admin User Email:</i>	aguilar@scag.ca.gov
<i>Geofence:</i>	CA Orange
	CA Los Angeles

<b>Product:</b>	<b>Pictometry Connect View - CA</b>
<i>Admin User Name:</i>	Javier Aguilar
<i>Admin User Email:</i>	aguilar@scag.ca.gov
<i>Geofence:</i>	CA Orange
	CA Los Angeles

### CONNECT-SERVER INTEGRATION

<b>Product:</b>	<b>Pictometry for Esri Web AppBuilder</b>
<i>Server Integration:</i>	Web AppBuilder (Both Visualization and Analytics)

<b>Product:</b>	<b>Integrated Pictometry Application</b>
<i>Server Integration:</i>	IPA (Both Visualization & Analytics)

### RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
  - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
  - ☐ **Terrorist:** areas affected by damage from terrorist attack.
  - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

## **SECTION B**

## **NON-STANDARD TERMS AND CONDITIONS**

1. Pictometry shall use commercially reasonable efforts to complete the image capture in this Agreement during the Summer of 2020 capture season. This is a target season only because the image capture process and the delivery dates may be affected by numerous conditions outside of Pictometry's control including weather, aircraft availability, and airspace permissions.

## APPENDIX 1

## PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

### Color Digital Orthophotography

#### Product Overview:

Seamless, 4-band, digital ortho-mosaic produced from individual frames and tiled to County's preferred tiling scheme. Specifications and deliverables as follows:

#### Acquisition:

Frame Overlap: 60% forward/30% side

Capture Window: solar elevation >30 degrees or most optimal 4-hour window

Environmental Conditions: ground free of snow cover; imagery free of clouds, fog, haze, smoke, and dust

Camera System: Pictometry PentaView Sensor based system; dynamic range of 12 bits per band, RGB + NIR, resampled to 8 bits during processing

#### Ground Control:

Points surveyed to meet ASPRS Positional Accuracy Standards Edition 1 Version 1 – November 2014

#### Image Processing:

Aerial Triangulation: Pictometry will perform aerial triangulation utilizing post-processed exterior orientations, calibrated camera model(s), and specified ground control points as input to the aerial triangulation process. Aerial triangulation process to be performed using Trimble Inpho's Match-AT software.

Elevation Surface: Best available terrain model will be used to support orthorectification; if surface is found to be of insufficient accuracy/quality to support accuracy specifications, Pictometry will use automated surface extraction with limited manual editing to generate a surface to support generation of orthoimagery.

Orthorectification: Pictometry will use the triangulated exterior orientation values, calibrated camera interior orientation models, and the specified digital terrain model to perform the Orthorectification. When rectification requires a resampling of the source imagery, cubic convolution will be used.

Mosaicking: Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color, and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Final mosaic will be tiled and named according to the agreed upon schema for delivery or as specified below.

Tiling Schema: Imagery will be tiled according to mutually agreed upon schema.

#### Deliverables:

The following will be delivered:

3-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)

3-inch GSD area-wide ortho mosaic (RGB, ECW format)

3-inch GSD area-wide ortho mosaic (RGB, MrSID format)

3-inch GSD area-wide ortho mosaic (CIR, ECW format)

3-inch GSD area-wide ortho mosaic (CIR, MrSID format)

FGDC compliant metadata

AT/Survey report

#### Orthomosaic Accuracy

3-inch GSD: RMSE(x or y) 0.75 ft; RMSE(r) 1.06 ft; NSSDA (95%) 1.84 ft

### Third Party Planimetrics

#### Statement of Work

##### INTRODUCTION

Pictometry and its Subcontractor (DatasetSolutions) shall deliver under this Statement of Work (SOW) Building Representations collected from stereo imagery. The planimetric features (building representations) shall be topologically correct and meet the American Society for Photogrammetry and

Remote Sensing (ASPRS) accuracy standards for large scale class 1 maps for 1" = 100' (and 1" = 200' for some areas) mapping in order to be incorporated into existing participants' GIS systems.

## DEFINITIONS

The following definitions shall apply throughout this SOW:

1. Building Representation

The term "Building Representation" shall mean Planimetric Feature representing the representation of an erect building (not under construction or ruin) that serves a primary business, government, or residential function.

## SCOPE OF WORK

Utilization of stereo imagery to generate building representations with height attribution. This method will allow for data extraction without radial displacement and delineation of features obstructed by building lean.

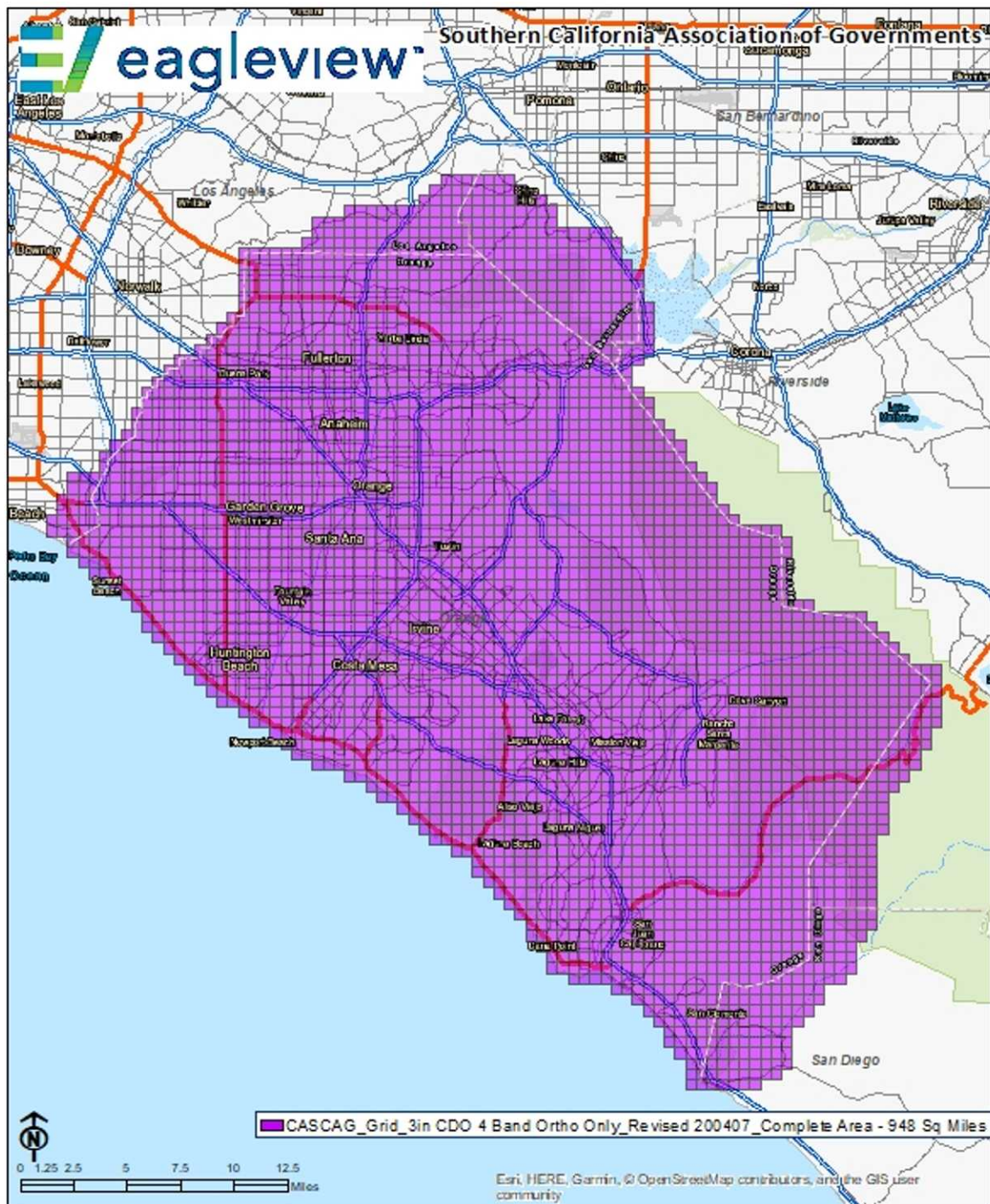
1. Horizontal accuracy shall be consistent with Second Order, Class I, i.e. ninety- five percent (95%) confidence interval of 2 cm base error and 20 parts per million linear errors.
2. Data creation shall be constrained to American Society for Photogrammetry and Remote Sensing (ASPRS) accuracy standards for large scale class 1 maps for 1" = 100'.
3. Vertical datum shall be NAVD88. All vertical stations set will be tied directly to NGS monuments whose orthometric height was determined by differential leveling and adjusted by the NGS on, or after June 1995.
4. Units shall be U.S. Survey Feet.
5. All features will conform to the representative State Plane Coordinate System required by the customer.
6. Each enclosed building representation polygon shall contain two "z" (elevation) attributes representing the highest point on the building (building height above ground and mean sea level), excluding flagpoles, chimneys, and other features smaller than 4 square feet.
7. Original building IDs shall be maintained with new building IDs generated for buildings. A separate data set for demolished/removed building representations will also be created.

TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
Feature	Features captured will represent building representations for permanent structures that meet the minimum size requirements. This excludes RV parks.
Feature Types	<p><b><u>Primary building</u></b> - Polygon enclosing all erect buildings (not under construction or ruin) that serve primary business and residential functions (i.e., houses, apartments, commercial facilities). Includes attached covered porches, permanent overhangs, carport roofs, covered sidewalks, etc. as part of the building. Do not show common rooflines (e.g., between town homes, or interior sections/firewalls in commercial buildings).</p> <p>Courtyard or Atrium - Polygon created inside a primary building that is fully encompassing of an open area.</p> <p><b><u>Secondary building</u></b> - Polygon enclosing all erect buildings (not under construction or ruin) that serve as secondary or minor buildings (garage/outbuilding). Includes the following:</p> <p>Smokestack - A closed circle enclosing the base of a large cylindrical smokestack.</p> <p>Silo/Bin - Polygon enclosing a large cylindrical receptacle for farm product storage.</p> <p>Tank - Polygon enclosing commercial storage tank features (Oil, chemical and propane). Do not capture small private/ residential propane tanks.</p> <p>Water tower - Polygon enclosing water tower.</p>



	Do not capture temporary structures such as construction trailers or tool storage sheds.
Vector data	Features should be closed polygons that are snapped and joined to create continuous segments without overruns and gaps.
Buildings/townhouses and parcels	Features will be cut by parcel lines (downtown core buildings only) unless extending 1' or less into the next parcel. In this case, it should be snapped to the parcel. Townhouses and contiguous buildings crossing parcel lines will not be cut.
Buildings connected by corridors, covers, and walkways	Each building portion shall be created or digitized as a separate polygon (when possible) .
Building generalization	Building shapes can be "interpreted" (and attributed as such) when factors such as shadows or occlusions exist.
Vertical or "Z" values and building IDs	Z-values for height above ground and mean sea level will be gathered from the highest point of the roof (rounded to the nearest 1/ 10 <sup>th</sup> of a foot). This excludes non-structural features such as chimneys, air conditioning units, antennas, and flag poles. Original building IDs will be maintained with new IDs generated for updated/new buildings. Demolished/removed building representations will be consolidated into a separate data set.
Minimum building size	Building shapes (polygons) should be created for all structures 20' X 20' (or 400 sq. ft.) or larger in size.
Minimum segment length	1.5' excluding awnings
Metadata	Meets minimum FGDC Content Standard.
Attribute Table Contents	<p>Attribute contents shall include the following;</p> <ul style="list-style-type: none"> <li>• FID</li> <li>• Shape (Polygon)</li> <li>• ObjectID</li> <li>• BLD_ID</li> <li>• Height</li> <li>• Elevation</li> <li>• Source (imagery)</li> <li>• Area</li> <li>• Shape_Length</li> <li>• Shape_Area</li> </ul>

# SECTOR MAP

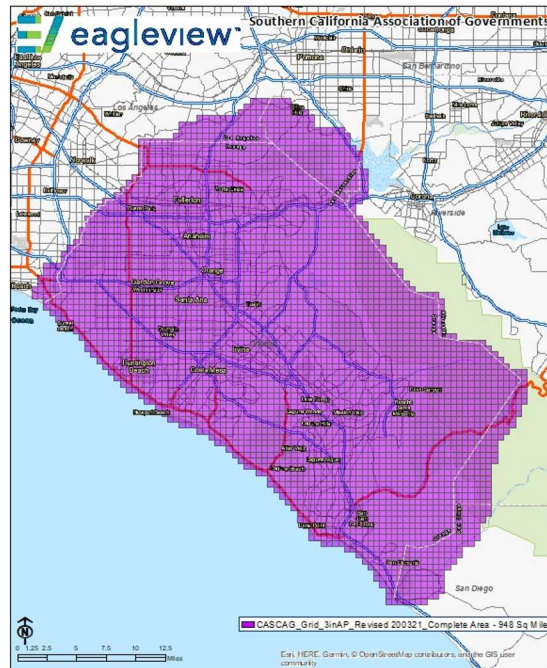




# Coverage Map

Proposal for: Southern California Association of Governments  
 Project Name: Orange County - 3in CDO Four Band  
 Contract Term: 2 Year(s)

EagleView Rep: Brian Garcia  
 Expiration Date: 7/1/2020  
 Targeted Capture: 2020-c-Summer



This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

ATTACHMENT “C”

ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)  
AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

[See Following Page]

**ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)  
AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This ORANGE COUNTY DATA ACQUISITION PARTNERSHIP ("OCDAP") AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("NDA") is entered as of \_\_\_\_\_, 2020 by and between Orange County Fire Authority and the undersigned entity ("Authorized User").

1. Pictometry International Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and the Southern California Association of Governments ("SCAG") have entered into that certain agreement dated \_\_\_\_\_ ("Agreement") for the delivery of licensed digital mapping data and software ("Licensed Products") to SCAG. Under the Agreement, certain governmental entities, including SCAG departments and non-SCAG Authorized Participants, which participate in OCDAP ("OCDAP Member Agencies") shall be granted copies of or otherwise provided access to the Licensed Products through a Participation Agreement ("Participation Agreement") with SCAG.
2. Pursuant to the Participation Agreement and for purposes of this NDA, the OCDAP Member Agency includes Orange County Fire Authority.
3. Pursuant to Section 5 of the Participation Agreement, Licensed Products may only be accessed or otherwise used by other entities besides SCAG such as OCDAP Member Agencies. OCDAP Member Agencies in turn may choose to share Licensed Products with other partners, contractors or consultants that use the Licensed Products either at their facilities or for any Project (as defined below).
4. The undersigned ("Authorized User") desires to use the Licensed Products solely for noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project ("Project").
5. The undersigned Authorized User understands and agrees that the Licensed Products contain trade secret and/or confidential information ("Confidential Information") of Pictometry. Therefore, by signing this NDA, the Authorized User agrees that it will use, and require any of its authorized employees, agents or consultants to use, the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA in perpetuity. The Authorized User understands and hereby acknowledges that it shall be solely responsible for assuring its authorized employees, agents and consultants comply with the terms of this NDA and shall implement whatever methods it deems necessary to assure such compliance.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

**AUTHORIZED USER:**

Signature: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_  
Organization: \_\_\_\_\_ City/Zip: \_\_\_\_\_  
Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**ORANGE COUNTY FIRE AUTHORITY:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
June 25, 2020

Agenda Item No. 2H  
Consent Calendar

**Write-off for Uncollectible Account – Medix Ambulance Services**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief  
Business Services Department

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714.573.6012

Julie Nemes, Finance Manager/Auditor

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714.573.6304

**Summary**

This item is submitted to request approval to write-off \$68,921.73 of uncollectible and outstanding accounts receivable due to OCFA from Medix Ambulance Services dating back to 2014.

**Prior Board/Committee Action**

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

At its regular March 14, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Approve the write-off of \$68,921.73 as a one-time adjustment for uncollectible accounts due from Medix Ambulance Services.

**Impact to Cities/County**

Not Applicable

**Fiscal Impact**

This account was previously setup as an allowance for uncollectible amounts at 100% of the outstanding amount; therefore, this action will have no further financial impact to OCFA.

**Background**

In February 2014, Medix Ambulance Services relinquished their 911 emergency ambulance transportation for the City of Mission Viejo, which was the last 911 emergency ambulance jurisdiction that Medix had served in Orange County prior to discontinuing the business altogether.

At the time Medix stopped providing service to the City of Mission Viejo, there was an outstanding balance due to OCFA for Advanced Life Support (ALS) reimbursements of \$68,921.73. Staff attempted to work with Medix to develop a repayment plan, without success. An allowance for uncollectible accounts was established, and staff attempted to send the uncollectible account to a collection agency. Shortly after Medix stopped providing service to the city, Medix initiated a lawsuit against OCFA. Due to the pending litigation, the collection agency was unable to accept the account.



OCFA has prevailed in the lawsuit, and as of January 26, 2018, the timeframe for Medix to appeal has been exhausted.

Since the threat of litigation has ended and consistent with the OCFA Roles/Responsibilities/Authorities matrix, staff recommended to write-off the outstanding balance due from Medix which was approved by the Budget and Finance Committee at its March 14, 2018 meeting. This item was scheduled on the March 22, 2018 Executive Committee Meeting for final approval. Prior to the meeting, Medix Ambulance contacted OCFA to request additional time for repayment. As a result, the item was deferred to a future meeting pending possible reparation.

Since Medix Ambulance Services is now defunct and there are no additional means to collect, staff recommends moving forward with the write-off of the outstanding uncollectible account of \$68,921.73.

**Attachment**

None



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

**Executive Committee Meeting**  
**June 25, 2020**

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

**June Legislative Report**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief  
Business Services Department

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714.573.6012

Jay Barkman, Legislative Analyst

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

714.573.6048

**Summary**

This item is submitted for an update on legislative activities and adoption of positions on bills.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Receive and file update and adopt recommended bill positions.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

California Update

The legislature completed its abridged “public” process on the consideration and adoption of the State budget. In the Assembly, the rarely used “Committee of the Whole” process was used to adopt the Assembly’s proposal. The Senate Budget Committee met on May 28, 2020 to adopt the Senate version. It is anticipated that over the coming weeks the Governor, Senate Pro Tem, and Assembly Speaker will negotiate a final budget package.

The constitution requires the Legislature to adopt their budget proposal by June 15. Both houses are expected to adopt a “stopgap” budget by June 15, with a more robust Fiscal Year 2020/2021 budget adopted in August (after state tax revenues are known on July 15). Notwithstanding the stopgap nature of this budget, there remain differences between the Assembly, Senate and Governor’s May Revise proposals. Differences remain on the level of cuts to education, health, and social service programs, and how to “trigger” backfill of those cuts with any future federal funding. A major point of contention is legislative oversight of ongoing COVID-19 emergency funds. Governor Newsom proposed giving his Administration broad authority over future spending, while the legislature, has rejected that proposal in favor of maintaining legislative oversight over future COVID-19 funding and contracts.

### Federal Update

*OCFA's federal lobbyist from Holland & Knight has provided the below information regarding federal activities.*

On May 15, the House passed the [HEROES Act](#), a \$3 trillion virus relief plan by a 208-199 vote. The legislation would provide almost \$1 trillion to state and local governments, \$175 billion for hospitals and virus testing, \$200 billion to establish the HEROES Fund to fund hazard pay for essential workers, make another round of payments to individuals of as much as \$1,200, and extend unemployment benefits. Of interest to the OCFA:

- Assistance to Firefighter Grants (AFG) – Provides \$500 million for the purchase of PPE, mental health evaluations, training, infectious disease decontamination, or sanitizing facilities and equipment. Waives cost sharing requirements for cash-strapped fire departments and waives certain other program requirements in order to help expedite grant awards.
- Staffing for Adequate Fire & Emergency Response (SAFER) – \$500 million for the SAFER program to fund staffing shortages, high backfill expenses, and hazard pay associated with the COVID-19 response. Waives cost sharing requirements for cash-strapped fire departments and waives certain other program requirements in order to help expedite grant awards.

Senate Majority Leader Mitch McConnell (R-Ky.) said on May 29, 2020 the next round of stimulus legislation will be the “final” bill Congress passes. Republicans have widely criticized the HEROES Act, calling it an unrealistic, partisan bill that was drafted without any Republican input and that it is likely to be dead on arrival in the Senate. Leader McConnell added that the next bill would be “written in the Senate” with the support of the Trump administration and input from Democrats. Republican Whip Sen. John Thune (R-S.D.) said in a webinar last week that the Senate is considering including issues such as expanding broadband access to rural areas and developing protections for contact-tracing technology in a future coronavirus stimulus bill. Senator Thune said he does not expect the next coronavirus bill to pass until June or July, as they continue working on the next package. Senate Republicans are expected to include liability protections for businesses as many states begin to reopen in their version of the bill, while Senate Democrats will push for the inclusion of revenue losses for cities and states.

### **Attachment(s)**

June Legislative Review



Orange County Fire Authority  
***Legislative Review***

June 2020

Jay Barkman  
Legislative Analyst  
1 Fire Authority Road  
Irvine, CA 92602  
(714) 573-6048

The Legislative Section has identified bills consistent with the 2019-2020 Legislative Platform and is recommending positions. The bills are listed below with their current status, and a brief summary.

**AB 2068 (Petrie-Norris) Firefighters Memorial**

**OCFA Recommended Position:** Support

**Status:** Senate (Pending referral to committee)

California income tax payers can voluntarily elect to make a donation to the California Firefighters and Peace Officer Memorial Fund when they submit their income tax returns. The authority to have the Memorial Fund listed as a recipient expires on January 1, 2021. This bill will extend the date taxpayers may make a voluntary contributions from January 1, 2021 to January 1, 2028.

This bill is recommended for support so that taxpayers may continue to voluntarily support the preservation and maintenance of the Firefighters Memorial. Each year the OCFA supports ceremonies locally and in Sacramento to recognize firefighters that gave their lives in service.

**AB 2421 (Quirk) Cell Tower Backup Generators**

**OCFA Recommended Position:** Support

**Status:** Assembly Floor

The review and permitting of cell tower installations is handled at the local level. In OCFA's jurisdiction this is handled by the Orange County Communications section under the Sheriff's Department. This bill will require that any local approval of wireless cell towers include installation of a backup generator. The author is seeking to address the loss of cell communications during Public Safety Power Shutoffs (PSPS). When utilities implement a PSPS to prevent wildfire ignitions they also create delays in the emergency communications infrastructure.

Under this bill, an emergency standby generator will be required and the permit review process will be considered an "administrative review." A city or county may impose a fee to cover its costs associated with the service. The bill includes a sunset provision of January 1, 2024.

**AB 3074 (Friedman) Defensible Space Ember-resistant Zones**

**OCFA Recommended Position:** Support

**Status:** Assembly Floor

State law requires a two zone defensible space strategy of first the area within 30 feet of a home, and second the area between 30 and 100 feet from the home. Efforts within the first 30 feet focus on removing dead vegetation around and on the home (roofs, gutters), and trimming trees regularly to prevent fire extending to the structure or decks and patios. The guidelines for the second zone also require dead vegetation to be clear and for space between grass, shrubs and trees. This prevents flame lengths extending to the first zone, and allows firefighters or aerial resources access to apply water or retardant.

This bill establishes a third new “ember-resistant zone” within five feet of the home, and directs the State Board of Forestry and Fire Protection to develop a guidance document for creating an ember-resistant zone. This will apply to structures located in very high fire hazard severity zones (VHFHSZs) within local responsibility areas and all structures within state responsibility areas.

### **SB 1159 (Hill) Workers Compensation COVID-19**

**OCFA Recommended Position:** Support

**Status:** Assembly Floor

Under existing law various injuries or illnesses are considered presumptive to be work-related. For firefighters this includes cancer, tuberculosis, biochemical exposures, and other illnesses. This bill creates a new presumption that workers compensation shall cover any illness or death that results from exposure to COVID-19. This bill applies this presumption to critical workers who are employed in the public or private sector “to combat the spread of COVID-19.” The presumption is “disputable” and may be controverted by other evidence.