

ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, October 28, 2021 6:00 P.M.

Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602

Link to:

Board of Directors Member Roster

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



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040 and identify the need and the requested modification or accommodation. Please notify us as soon as is feasible, however 48 hours prior to the meeting is appreciated to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

NOTICE REGARDING PUBLIC PARTICIPATION DURING COVID-19 EMERGENCY

The public is permitted to convene in person for this public meeting or view and comment as follows:

- To watch the meeting online, please go to website at www.OCFA.org
- To submit an e-comment, please email to <u>PublicComments@ocfa.org</u>
 Your comments will be forwarded electronically and immediately to the members of the Board.
- To comment Live via Zoom, please click here for instructions.

You may comment on items on the agenda or within the subject jurisdiction of the Board.

CALL TO ORDER by Chair Shawver

INVOCATION by OCFA Chaplain Emily McColl

PLEDGE OF ALLEGIANCE by Director Kalmick

ROLL CALL by Clerk of the Authority

REPORTS

- A. Report from the Budget and Finance Committee Chair
- **B.** Report from the Fire Chief

PUBLIC COMMENTS

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

1. PRESENTATIONS

Recognition of Purchasing Award

RECESS TO CLOSED SESSION

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

CS1. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code

Section 54957.6

Chief Negotiator: Employee Organizations: Peter Brown, Liebert Cassidy Whitmore

 Orange County Professional Firefighters Association, IAFF - Local 3631,

• Orange County Employees Association (OCEA),

and

• Orange County Fire Authority Management

Association (OCFAMA)

CS2. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: One (1) Case

CS3. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code

Section 54957.6

Chief Negotiators: Board Chair Shawver, Vice Chair Steggell,

Immediate Past Board Chair Hasselbrink and Budget

& Finance Committee Chair Muller

Position: Fire Chief

CS4. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: One (1) case regarding unpaid invoices from Brown Marketing.

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT by General Counsel

2. CONSENT CALENDAR

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

A. Minutes from the September 23, 2021, Regular Meeting of the Board of Directors Submitted by: Maria D. Huizar, Clerk of the Authority

The record will reflect that any Director not in attendance at the meeting of the Minutes will be registered as an abstention, unless otherwise indicated.

Recommended Action:

Approve the Minutes as submitted.

B. Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program Extension Submitted by: Brian Fennessy, Fire Chief and Robert Cortez, Assistant Chief/Business Services Department

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 8-0 vote (Director Bourne absent).

Recommended Actions:

1. Approve and authorize a budget adjustment to increase revenue and appropriations in the FY 2021-22 General Fund (121) budget by an additional \$10,671,443 for the extension of the FIRIS 3.0 Program for an additional eight months from November 1 through June 30, 2022.

2. Approve and authorize the Purchasing Manager to adjust all FIRIS-related vendor contracts by the individual amounts needed in support of the FIRIS 3.0 Program extension, so long as the aggregate value of the increase does not exceed the revised program budget (see table).

C. Approval of Annual Statement of Investment Policy and Investment Authorization Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Tricia Jakubiak, Treasurer/Treasury & Financial Planning

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 8-0 vote (Director Bourne absent).

Recommended Action:

- 1. Review and approve the submitted Investment Policy of the Orange County Fire Authority, to be effective January 1, 2022.
- 2. Pursuant to Government Code Sections 53601 and 53607, renew delegation of investment authority to the Treasurer for a one-year period, to be effective January 1, 2022.

D. 2020 Homeland Security Grant Program

<u>Submitted by: Shane Sherwood, Division Chief/Division 7 and Jay Barkman, Legislative Analyst/Business Services Department</u>

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 8-0 vote (Director Bourne absent).

Recommended Action:

- 1. Approve and authorize the Fire Chief to execute any necessary agreement(s) to accept and administer the FY 2020 Homeland Security Grant Program.
- 2. Approve a budget adjustment to the FY 2021/22 General Fund (121) budget to increase revenues and expenditures by \$180,000.

E. Updated Cost Reimbursement Rates

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

Recommended Action:

Approve the updated Cost Reimbursement Rate equipment schedule to include standby and hourly flight rates for the S-61 helitanker with an effective date of November 12, 2021.

F. Award of Public Works Contract for Audio/Visual Systems Upgrades at the USAR Warehouse

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Joel Brodowski, IT Manager/Logistics Department

Recommended Actions:

- 1. Approve the plans and specifications for Audio/Visual Systems Upgrades at the USAR Warehouse.
- 2. Accept the JEC Integration Systems bid of August 12, 2021.
- 3. Approve and award the public works contract to JEC Integration System in the amount of \$211,294.45.

3. DISCUSSION CALENDAR

A. Consider the 9:30 p.m. Rule in Board Rules of Procedure Rule 3(b) and Waive the 10:30 p.m. Curfew Set Forth in Rule 3(c)

Submitted by: David Kendig, General Counsel

Recommended Action:

- 1. At 9:30 p.m. determine which remaining agenda items will be considered and which may be continued to the next regular meeting; and
- 2. In the event the Board's meeting appears likely to continue past 10:30 p.m., waive the 10:30 p.m. curfew set forth in Board Rule of Procedure 3(c). (Waiver of the 10:30 curfew requires approval from three-fifths (3/5ths) of the Board members present for the meeting.)

B. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings of the Board of Directors

Submitted by: David Kendig, General Counsel

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 7-1 vote (Director Tettemer dissented and Director Bourne absent).

Recommended Actions:

- 1. Make the following findings by majority vote of the Board:
 - a. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect; and
 - b. The Board has reconsidered the circumstances of the state of emergency; and
 - c. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19; and
- 2. Direct staff to schedule concurrent Special Joint Meetings of the Budget and Finance Committee, Executive Committee and Human Resources Committee with regular or special meetings of the Board of Directors whenever necessary to address the requirement to make the required findings at least every thirty (30) days, and to minimize the need for separate Board meetings to address this new requirement of the Brown Act. (A proposed schedule that could accommodate the concurrent meetings is attached hereto and referenced as Attachment 2).

C. Fire Service Proposal for Emergency Services for the City of Fullerton Submitted by: Rob Capobianco, Division Chief/Field Operation Department

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for consideration by 6-0 vote (Director Tettemer, Muller and Bourne absent).

Recommended Action:

Approve and authorize staff to submit the Orange County Fire Authority's proposal to the City of Fullerton for its consideration.

BOARD MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, November 18, 2021, at 6:00 p.m.

AFFIDAVIT OF POSTING

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

Maria D. Huizar, CMC Clerk of the Authority

UPCOMING MEETINGS:

Human Resources Committee Budget and Finance Committee Executive Committee Board of Directors Tuesday, November 2, 2021, 12 noon Wednesday, November 10, 2021, 12 noon Thursday, November 18, 2021, 5:30 p.m. Thursday, November 18, 2021, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

Board of Directors Regular Meeting Thursday, September 23, 2021 6:00 P.M.

Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602-0125

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on September 23, 2021, at 6:00 p.m. by Chair Shawver.

INVOCATION

The invocation was led by Chaplain Devin Chase.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Dave Shawver, Stanton, Chair*
Troy Bourne, San Juan Capistrano*
Carol Gamble, Rancho Santa Margarita*
Noel Hatch, Laguna Woods
Joe Kalmick, Seal Beach
Jessie Lopez, Santa Ana*
John R. O'Neill, Garden Grove
Vince Rossini, Villa Park*
Tri Ta, Westminster*
Donald P. Wagner, County of Orange*

Absent: Letitia Clark, Tustin
Joe Muller, Dana Point
Michele Steggell, La Palma, Vice Cha

Michele Steggell, La Palma, Vice Chair

Lisa Bartlett, County of Orange*
Ross Chun, Aliso Viejo*
Shelley Hasselbrink, Los Alamitos*
Gene Hernandez, Yorba Linda*
Anthony Kuo, Irvine*
Frances Marquez, Cypress*
Sandy Rains, Laguna Niguel*
Don Sedgwick, Laguna Hills
Mark Tettemer, Lake Forest*
Kathleen Ward, San Clemente*

Sunny Park, Buena Park Ed Sachs, Mission Viejo

Also present were:

Fire Chief Brian Fennessy Deputy Chief Kenny Dossey Assistant Chief Robert Cortez Assistant Chief Lori Smith General Counsel David Kendig Clerk of the Authority Maria D. Huizar

Deputy Chief Lori Zeller Assistant Chief Randy Black Assistant Chief Jim Ruane Assistant Chief Phil Johnson Assistant Chief Stephanie Holloman

^{*}Board Members participating via teleconferencing

REPORTS

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

Budget and Finance Committee Vice Chair Ta reported at its September 8, 2021, regular meeting, the Committee by unanimous vote forwarded the Monthly Investment Reports, the Fourth Quarter Financial Newsletter, and the Annual Investment Report to the Executive Committee to approve the recommended actions. Further, the Committee by unanimous vote forwarded the Fourth Quarter Purchasing Report, the Budget Adjustment to Conduct Mandated Defensible Space Compliance Inspections per Assembly Bill 38, and the Carryover of the FY 2020/21 Uncompleted Projects to the Board of Directors for review and approval of the recommended actions. Lastly, staff provided the Committee with a follow-up to the Fleet Replacement and Maintenance Analysis as previously requested.

B. Report from the Fire Chief (FILE 11.14)

Fire Chief Fennessy, Deputy Chief Dossey, and Assistant Chief Johnson introduced and congratulated the following firefighters, Battalion Chiefs Mike Summers, Brian Sultzer, and Brian Roberts, for their completion of the formal leadership program Southern California Fire Leadership Academy.

PUBLIC COMMENTS (FILE 11.11)

The following members of the public offered comments regarding Closed Session Item No. 3, Desiree Horton v. OCFA et al, Case No. 30-2021-01200267-CU-WT-CJC: Florice Hoffman, Stephanie Wade, Heather Martin, Tony, Robert Hawkins, Tamara Chick, Sondra Esquedin, Sard Rhle, Kolineka Segle, Rebecca Ninburg, Cynthia Berger, Robert Cooper, Cory Johnson, Libby Frolichman, and Dennis Bress.

1. PRESENTATIONS

None.

Director Lopez left at this point (6:45 p.m.).

2. CONSENT CALENDAR

On motion of Director Ward and second by Director Hernandez, and following a roll call vote, Items 2A-2B and 2D-2G declared passed 18-0 (Directors Clark, Kuo, Lopez, Muller, Park, Sachs, Steggell absent). Items 2C and 2H were pulled for separate consideration.

A. Minutes from the July 22, 2021, Regular and Special Meetings of the Board of Directors (FILE 11.06)

Action: Approve both the Minutes of the July 22, 2021, Regular Meeting, and the Minutes of the July 22, 2021, Special Meeting as submitted.

B. Budget Adjustment to Conduct Mandated Defensible Space Compliance Inspections per Assembly Bill 38 (FILE 17.18)

Actions:

- 1. Amend the Master Position Control List to add one Fire Prevention Specialist to conduct defensible space inspections located in the High or Very High Hazard Severity Zones, contingent on State funding for the position. Staff shall be prepared with a fee study in the event State funding ceases.
- 2. Approve a Budget Adjustment to increase revenue by \$180,000 and expenditures by \$180,000, including \$135,000 in the General Fund (121) and \$45,000 in the Fleet CIP Fund (133).

C. Carryover of FY 2020/21 Uncompleted Projects (FILE 15.04)

Director Bartlett pulled this item for separate consideration.

On motion of Director O'Neill and second by Director Ward, and following a roll call vote, declared passed 19-0 (Directors Clark, Lopez, Muller, Park, Sachs, and Steggell absent) to authorize the following proposed budget adjustments:

- 1. Approve a budget adjustment in the FY 2021/22 General Fund (121) increasing revenues by \$16,637,547 and expenditures by \$17,174,678.
- 2. Approve a budget adjustment in the FY 2021/22 General Fund CIP (12110) increasing expenditures by \$6,025,736.
- 3. Approve a budget adjustment in the FY 2021/22 Fire Stations and Facilities Fund (123) increasing expenditures by \$6,818,795.
- 4. Approve a budget adjustment in the FY 2021/22 Communications and Information Systems Fund (124) increasing expenditures by \$3,741,515.
- 5. Approve a budget adjustment in the FY 2021/22 Fire Apparatus Fund (133) increasing expenditures by \$10,414,456.
- 6. Approve a budget adjustment in the FY 2021/22 Settlement Agreement Fund (139) increasing expenditures by \$1,500,000.
- 7. Approve a budget adjustment in the FY 2021/22 Structural Fire Entitlement Fund (171) increasing expenditures by \$1,120,305.

D. Fourth Quarter Purchasing Report (FILE 11.10H1)

Action: Receive and file the report.

E. Amendment to Purchasing Ordinance – Second Reading (FILE 11.10H)

At the July 22, 2021, Board of Directors meeting, the Board reviewed the proposed Amendment to Purchasing Ordinance First Reading, and directed staff to place it on the Board of Directors agenda for the Second Reading for approval by 18-2 vote (Directors Bartlett and Tettemer opposed, and Directors Muller, O'Neill, Bourne, Sachs, and Sedgwick absent).

Actions:

- 1. Waive the full reading of the proposed Ordinance.
- 2. Adopt and provide the second reading by title only proposed Ordinance No. 009 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE FIRE AUTHORITY'S PROCUREMENT CODE TO REVISE THE PURCHASING RULES AND PROCEDURES.

F. Resolution for Approval of the Joint Community Facilities Agreement Relating to Fire Facilities at Rienda Master Planned Community (FILE 18.16)

Action: Adopt resolution authorizing the Fire Chief, or designee, to execute the Joint Community Facilities Agreement among the County of Orange, the Orange County Fire Authority, and RMV PA 3 Development, LLC relating to Fire Facilities at Rienda Master Planned Community.

G. Amendments to the Personnel & Salary Resolution (FILE 17.02)

Action: Review and approve the amendments to the Personnel & Salary Resolution, Part 3, Article I, Section 5(E) – CalPers Health Care.

H. Ratification of Agenda Items Acted Upon by the Board of Directors on June 24, 2021, after 10:30 p.m.

General Counsel David Kendig pulled the Ratification of Agenda Items Acted Upon by the Board of Directors on June 24, 2021, after 10:30 p.m., for separate consideration. He provided a summary and the course of action necessary for the approval process of the ratification of the five items (2A-3A) which received unanimous support at the June 24, 2021, Board of Directors meeting.

On motion of Chair Shawver and second by Director Hernandez, and following a roll call vote, declared passed 19-0 items 2A, 2B, 2C, 2D, and 3A (Directors Clark, Lopez, Muller, Park, Sachs, and Steggell absent).

- 2A. Minutes from the May 27, 2021, Regular Meeting of the Board of Directors (FILE 11.06)
- 2B. Third Quarter Purchasing Report (FILE 11.10H1)
- 2C. Updated Cost Reimbursement Rates (FILE 15.12)
- 2D. 2020/21 Year End Budget Adjustment (FILE 15.04)
- 3A. Mutual Aid Agreement with Los Alamitos Joint Forces Training Base (JFTB) (FILE 18.09D)
- 3B. Fire Chief's Discretionary Bonus Upon Completion of Third Full Year of Service (FILE 17.10A2)

General Counsel Kendig summarized the ratification action needed to be taken for item 3B, which did not receive unanimous vote at the June 24, 2021, Board of Directors meeting.

On motion of Chair Shawver and second by Director Hernandez, and following a roll call vote, declared passed 13-5 (Directors Tettemer, Wagner, Bartlett, Kuo, and Rains opposed, and Directors Clark, Lopez, Muller, Park, Sachs, Ta, and Steggell absent).

4A. Fiscal Year 2021/22 Proposed Budget (FILE 15.04)

General Counsel Kendig summarized on the process for ratification of item 4A, Fiscal Year 2021/22 Proposed Budget.

On motion of Director Kuo and second by Director Ward, and following a roll call vote, declared passed 17-1 (Director Bartlett opposed, Directors Clark, Lopez, Muller, Park, Sachs, Steggell, and Ta absent).

Director Rossini left at this point (8:32 p.m.).

3. DISCUSSION CALENDAR

A. Consider the 9:30 p.m. Rule in Board Rules of Procedure Rule 3(b) and Waive the 10:30 p.m. Curfew Set Forth in Rule 3(c) (FILE 11.03)

General Counsel Kendig introduced the agenda item for consideration.

On motion of Chair Shawver and second by Director Wagner, and following a roll call vote, declared passed 16-0 (Directors Clark, Kuo, Lopez, Muller, Park, Rossini, Sachs, Ta, and Steggell absent) to:

- 1. At 9:30 p.m. determine which remaining agenda items will be considered and which may be continued to the next regular meeting; and
- 2. In the event the Board's meeting appears likely to continue past 10:30 p.m., waive the 10:30 p.m. curfew set forth in Board Rule of Procedure 3(c). (Waiver of the 10:30

curfew requires approval from three-fifths (3/5ths) of the Board members present for the meeting.)

B. Modifications to the Quick Reaction Force Pilot Program – Northern California Wildfire QRF Support and Cost Recovery (FILE 18.09D)

Fire Chief Fennessy presented the Modifications to the Quick Reaction Force Pilot Program – Northern California Wildfire QRF Support and Cost Recovery. He introduced Assistant Chief Robert Cortez to review the recommended actions.

On motion of Director O'Neill and second by Director Hatch, and following a roll call vote, declared passed 17-0 (Directors Clark, Lopez, Muller, Park, Rains, Sachs, Ta, and Steggell absent).

- 1. Approve and authorize the Purchasing Manager to execute amendments to the various QRF agreements in support of the Northern California wildfires by increasing the contract amounts as referenced in Table One.
- 2. Approve and authorize a FY2021-22 General fund (121) budget adjustment to recognize cost recovery revenue increase of an estimated \$1,868,210 and to increase appropriations by the same amount.
- 3. Approve the updated Cost Reimbursement Rate schedule to include the addition of standby rates for aircraft and mobile retardant base, and rates for program management and ATGS services in response to the Northern California wildfire QRF support with a retroactive effective date of August 17, 2021.

C. Board of Director Requested Item: Child Car Safety Seat Installation and Inspection (FILE 17.10E5d)

Deputy Chief Kenny Dossey presented the Child Car Safety Seat Installation and Inspection item.

Discussion ensued.

On motion of Director Wagner and second by Director Rossini, and following a roll call vote, declared passed 10-8 (Directors Ward, Bourne, Gamble, Hasselbrink, Hernandez, Marquez, O'Neill, Sedgwick opposed, and Directors Clark, Lopez, Muller, Park, Sachs, Ta, and Steggell absent), to direct staff to provide specified employees (such as Community Educators) with certified training in child car safety seat installation. Offer installation at the Orange County Regional Fire Operations & Training Center (Headquarters) and during community events, with the inclusion of a waiver to remove any liability to OCFA.

BOARD MEMBER COMMENTS (FILE 11.13)

Director Rains thanked the firefighters serving the city of Laguna Niguel for recent coordinated responses with the police department and gas company resolving critical calls that occurred.

Director Chun extended thanks to Fire Chief Fennessy for participating in a well-received panel discussion at the League of California Cities Annual Conference in Sacramento.

CLOSED SESSION (FILE 11.15)

CS1. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code

Section 54957.6

Chief Negotiator: Employee Organizations: Peter Brown, Liebert Cassidy Whitmore

• Orange County Professional Firefighters Association, IAFF - Local 3631,

• Orange County Employees Association (OCEA),

and

• Orange County Fire Authority Management

Association (OCFAMA)

CS2. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: Three (3) Cases

CS3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code: Desiree Horton v. OCFA et al, Case No. 30-2021-01200267-CU-WT-CJC

Director Hatch left at this point (10:49 p.m.).

CLOSED SESSION REPORT (FILE 11.15)

General Counsel Kendig stated there was no reportable action.

ADJOURNMENT – Chair Shawver adjourned the meeting at 11:03 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, October 28, 2021, at 6:00 p.m.

Maria D. Huizar, CMC Clerk of the Authority



Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting October 28, 2021

Agenda Item No. 2B Consent Calendar

Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program Extension

Contact(s) for Further Information

Brian Fennessy, Fire Chief <u>brianfennessy@ocfa.org</u> 714.573.6010

Robert Cortez, Assistant Chief <u>robertcortez@ocfa.org</u> 714.573.6012

Business Services Department

Summary

This agenda item is submitted for approval of budget and contract adjustments in reference to the extension of the Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program, as requested by the California Governor's Office of Emergency Services (Cal OES) to continue providing enhanced regional wildfire situational awareness for first responders. This agenda item seeks approval to increase revenue and appropriate Cal OES funds by an additional \$10,671,443 to cover the cost of the FIRIS 3.0 Program extension from November 1 through June 30, 2022.

Prior Board/Committee Action

On August 22, 2019, the Board of Directors authorized the SoCal/OCFA FIRIS Pilot Program for 150 days. This included initial approval of \$4.5 million in State funding and approval of various agreements for services including aviation equipment, data analytics, program managers, Air Tactical Group Supervisors (ATGSs), and other related services.

On June 25, 2020, the Board of Directors authorized the FIRIS 2.0 Program for an initial duration of 180 days. This included approval of \$8.2 million in State funding and approval of various agreements for services including aviation equipment, data analytics, program managers, ATGSs, and other related services. Subsequent requests and funding commitments by Cal OES to extend the FIRIS program through June 30, 2021, for a total budget of \$8.6M were also approved by the Board of Directors.

On July 22, 2021, the Board of Directors authorized the FIRIS 3.0 Program for an initial three months of fiscal year 2021/22 from August 1 through October 31, 2021. This included approval of \$4 million in State funding and approval of various agreements for services including aviation equipment, data analytics, program managers, ATGSs, and other related services.

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 8-0 vote (Director Bourne absent).

RECOMMENDED ACTION(S)

- 1. Approve and authorize a budget adjustment to increase revenue and appropriations in the FY 2021-22 General Fund (121) budget by an additional \$10,671,443 for the extension of the FIRIS 3.0 Program for an additional eight months from November 1 through June 30, 2022.
- 2. Approve and authorize the Purchasing Manager to adjust all FIRIS-related vendor contracts by the individual amounts needed in support of the FIRIS 3.0 Program extension, so long as the aggregate value of the increase does not exceed the revised program budget (see table).

Impact to Cities/County

The FIRIS program will enhance aerial wildfire response and situational awareness throughout California during the 2021-22 wildfire season.

Fiscal Impact

The FIRIS 3.0 Program was initially funded with \$4 million in State funding for a three-month period from August 1, 2021 to October 31, 2021. Cal OES now desires to extend the term of the Program from November 1 through June 30, 2022 and will provide an additional \$10,671,443 to continue the program.

Background

FIRIS PROGRAM

Wildland fire remains the most significant threat to life and property in California; lives, property, and natural resources are threatened on a 24-hour basis. A risk assessment conducted by the California Department of Forestry and Fire Protection (CAL FIRE) concluded that an estimated 11 million residents, or the equivalent of 1 in 4 Californians live in areas considered to be high risk of a wildfire. As a regional fire agency, the OCFA plays a key role in wildfire mitigation and suppression in Orange County and Southern California.

Due to the success of both the 2019 FIRIS Pilot Program and the 2020 FIRIS 2.0 Program, Cal OES requested that OCFA, once again, lead the efforts to implement FIRIS 3.0 for the fiscal year 2021-22 fire season. Therefore, Cal OES provided OCFA approval of a funding allocation of \$4,001,791 in State cost reimbursement funds for the FIRIS 3.0 Program. This funding allowed for an initial three-month program duration from August 1 to October 31, 2021, with efforts ongoing to secure additional funding to extend the program eight additional months to June 30, 2022.

The OCFA will be transitioning program management and operations to Cal OES during the fiscal year 2021-22 fire season and this work effort has begun. It is the OCFA's expectation that the FIRIS program will be a Cal OES program no later than July 1, 2022.

Cal OES Request for FIRIS 3.0 Program Extension from November 1 through June 30, 2022 Since September of 2020, the OCFA has been providing enhanced regional wildfire situational awareness for first responders in Orange County and throughout the State of California at the request of Cal OES per agreement number A201003758.

At its July 2021 meeting, the OCFA Board of Directors approved the initial three-months of the FIRIS 3.0 Program from August 1 to October 31, 2021 with a program budget of \$4,001,791 at the request of Cal OES. Cal OES now desires to extend the term of the FIRIS 3.0 Program from November 1 through June 30, 2022 with flexibility to adjust the number of aircraft from two down to one to provide coverage throughout the state. Cal OES will provide up to an additional

\$10,671,443 to extend the program which brings the Cal OES total funding up to \$14,673,234 for FIRIS 3.0 Program services through June 30, 2022.

Staff is recommending authorization for the necessary agreement adjustments (subject to the budget estimates as summarized in the table below) in order to ensure that this vital program funded by the State will continue to operate through the end of the 2021-22 fiscal year.

Program Budget

The table below details the recommended FIRIS 3.0 budget adjustments and spending cap for the Program extension:

Funding Source	Funding Description	Current Amount	Proposed Adjustment	Proposed Revised Total Budget
Cal OES	Reimbursement Basis	\$4,001,791	\$10,671,443	\$14,673,234
	Total Project Funding	\$4,001,791	\$10,671,443	\$14,673,234
Service Contracts and Other Expenses	Services/Equipment	Current Amount	Proposed Adjustment	Proposed Revised Spending Cap Total
AEVEX - North & South Operations Aircraft	Daily availability with flight hours for primary turbine commander aircraft.	\$2,400,250	\$6,400,667	\$8,800,917
Air Tactical Group Supervisors	Up to two 12-hr Shifts per day (\$250K per ATGS cap)	\$808,519	\$2,156,051	\$2,964,570
UCSD/WIFIRE	Enhanced situational awareness/fire modeling and other related services	\$166,667	666,667	\$833,334
Program Manager	Project support	\$60,000	258,732	\$318,732
Fusion Center Support – LAFD & NCFPD	Fusion Center staffing	\$250,000	666,667	\$916,667
Other Services	As needed common database, operating picture platform services, additional Fusion Center Support services, and other operational needs	\$236,369	\$329,333	\$565,702
OCFA	Project administration, communications, and other program needs	\$64,986	\$173,294	\$238,280
Air Base – North & South Operations	Airfield to serve as home base for aircraft	\$15,000	\$20,032	\$35,032
	Total Project Cost	\$4,001,791	\$10,671,443	\$14,673,234



Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting October 28, 2021

Agenda Item No. 2C Consent Calendar

Approval of Annual Statement of Investment Policy and Investment Authorization

Contact(s) for Further Information

Robert Cortez, Assistant Chief robertcortez@ocfa.org 714.573.6012

Business Services Department

Tricia Jakubiak, Treasurer triciajakubiak@ocfa.org 714.573.6301

Treasury & Financial Planning

Summary

This annual agenda item is submitted to the Committee in compliance with the Orange County Fire Authority's (OCFA's) Investment Policy that requires the Annual Statement of Investment Policy be reviewed and approved by the Budget and Finance Committee and the Board of Directors.

This item is also being submitted in compliance with Government Code provisions which require the Board of Directors to review and renew the annual delegation of investment authority to the Treasurer for a one-year period.

Prior Board/Committee Action

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 8-0 vote (Director Bourne absent).

RECOMMENDED ACTION(S)

- 1. Review and approve the submitted Investment Policy of the Orange County Fire Authority, to be effective January 1, 2022.
- 2. Pursuant to Government Code Sections 53601 and 53607, renew delegation of investment authority to the Treasurer for a one-year period, to be effective January 1, 2022.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The Statement of Investment Policy is reviewed annually and revised by the Treasurer, if needed. The proposed Policy is then submitted to the Budget and Finance Committee and Board of Directors for approval to become effective on January 1 for the calendar year. During the past

	year, there were no significant legislative amendments to the California Government Code regarding investments. Therefore, staff recommends that the Investment Policy remain unchanged The Proposed Investment Policy is attached for review and approval, to be effective January 1, 2022 (Attachment 1).	
	Attachment(s) Proposed Investment Policy (to be effective January 1, 2022)	
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ORANGE COUNTY FIRE AUTHORITY

INVESTMENT POLICY

Calendar Year 2022



INVESTMENT POLICY

History of OCFA's Investment Policy & Cash Management Program

Following the formation of the Orange County Fire Authority (the Authority) in March 1995, OCFA funds were initially invested in the Orange County Investment Pool (OCIP) and the Local Agency Investment Fund (LAIF). At that time, investment options were limited since the Authority was using County services for treasury, banking, and accounting systems pending implementation of its own systems. During this transitional stage, OCFA staff worked to establish independent banking, custodian, and broker/dealer agreements, installed a portfolio management system, and implemented the Banner Financial System. Staff also researched and drafted a comprehensive Investment Policy. On January 1, 1997, the OCFA Board of Directors adopted the Investment Policy and appointed a Treasurer. Immediately thereafter, OCFA assumed in-house responsibility for Treasury services and implemented its own Cash Management & Investment Services Program.

As the Cash Management program evolved, all remaining funds in the OCIP were gradually withdrawn. The Treasurer invested these funds in individual securities and scheduled maturities to correspond with cash flow needs. Investments included Treasury and Federal Agency securities, prime quality commercial paper, money market mutual funds (U.S. Treasury Obligations), and LAIF.

Since inception in 1997, the Treasurer has continued to refine the Investment Policy on an annual basis to meet the changing needs of the Authority. The Policy has also been formally recognized by the Association of Public Treasurer's of the United States and Canada (APTA US&C). Certification is awarded when an investment policy meets the professional standards set forth by MTA US&C. Agencies may submit for re-certification after significant changes are made to the Policy.

During the past year, there were no significant legislative amendments to the California Government Code regarding investments.



INVESTMENT POLICY

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INVESTMENT POLICY

ORANGE COUNTY FIRE AUTHORITY

- 1. **Policy:** The Orange County Fire Authority shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives, in priority order, of safety, liquidity, and return on investment.
- 2. <u>Scope:</u> This Investment Policy applies to all financial assets of the Orange County Fire Authority which are available for investment by the Authority's Treasurer; except that funds in the Authority's deferred compensation plan, defined contribution plan, and security deposits held in escrow in lieu of retention are excluded from this investment policy. The funds governed by this policy may be referred to herein as the OCFA portfolio.
 - 2.1. The Authority's funds are accounted for in the Comprehensive Annual Financial Report (CAFR) and include the funds listed below and any new fund created by the Board of Directors unless specifically exempted.
 - Fund 121 General Fund
 - Fund 122 Facilities Maintenance and Improvements
 - Fund 123 Capital Projects
 - Fund 124 Communications and Information Systems Replacement
 - Fund 133 Vehicle Replacement
 - Fund 171 Structural Fire Fund Entitlement
 - Fund 190 Self-Insurance Fund
 - Fund 422 Extra-Help Retirement Trust
 - 2.2. Bond fund investments will be held separately and made in accordance with the bond debenture requirements.
 - 2.3. Retiree Medical Trust Funds may be held separately from the OCFA portfolio and invested in accordance with California Government Code Section 53620 to 53622 and/or Section 31694.3.
 - 2.4. Additional trust funds may be set up to help reduce OCFA's unfunded pension

liability. These funds may be held separately from the OCFA portfolio and invested according to guidelines provided by OCFA.

- 3. **Prudence:** The standard of prudence to be used shall be the "prudent investor" standard (in Probate Code Sections 16040-16042 and 16045-16054 cited as Uniform Prudent Investor Act) and shall be applied in the context of managing the overall portfolio, not to a single item within a diversified portfolio. Investments shall be made with judgment and care (under circumstances then prevailing) which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- 4. **Objectives:** The primary objectives of investment activities, in order of priority, shall be:
 - 4.1. *Safety*: Safety of principal is the prime objective of the investment program. The investment program shall be designed and implemented to ensure preservation of capital in the overall portfolio. Invested funds shall be **diversified** to minimize the risk of loss resulting from over concentration of assets in a specific maturity, specific issuer, or specific class of securities.
 - 4.2. *Liquidity*: The investment portfolio shall be structured in a manner which strives to time the maturity of securities with cash requirements. Additionally, since not all possible cash demands can be anticipated, the portfolio should consist of securities with an active secondary or resale market.
 - 4.3. *Return on investment*: The Authority shall attempt to obtain a reasonable return provided that the requirements of safety and liquidity are first met.
- 5. Authorization and Delegation of Authority: Under California Government Code Section 53601, the legislative body of a local agency (i.e., the Authority's Board of Directors) is authorized to invest surplus moneys as specified in that code section. In accordance with California Government Code Section 53607, this authority is delegated to the Treasurer of the Authority for a one-year period. Subject to review, the Board of Directors may renew the delegation of authority under this code section each year. The Treasurer will be responsible for all investment transactions and shall establish a system of controls to regulate the activities of officials involved in any aspect of the investment program.
 - 5.1. *Investment Procedures:* The Treasurer shall establish written procedures for the operation of the investment program consistent with this Investment Policy. The procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. The procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction, except as provided under the terms of this policy and the procedures established by the Treasurer.
 - 5.2. *Delegation in Treasurer's Absence*: In the Treasurer's absence, the Treasurer delegates investment authority in the following order to (1) the Assistant Chief, Business

Services and (2) the Deputy Chief, Administration and Support Bureau or Fire Chief's designee.

6. **Duties and Responsibilities:**

- 6.1. *Treasurer*: Charged with responsibility for all public funds and securities belonging to or under the control of the Authority, and for the deposit and investment of those funds in accordance with the principles of sound treasury management and in accordance with the applicable laws, ordinances and policies adopted by the Authority.
- 6.2. *Auditor*: Charged with recording investment activity in the accounting records and with verifying the Treasurer's records with broker confirmations, bank statements and safekeeping records.
- 6.3. Assistant Chief, Business Services: Charged with responsibility (in the absence of the Treasurer) for all public funds and securities belonging to or under the control of the Authority and for their deposit. Duties related to investment activities shall be performed by staff other than those responsible for the accounting of those investments.
- 6.4. Deputy Chief or Fire Chief's designee: Charged with responsibility (in the absence of the Treasurer and Assistant Chief, Business Services) for all public funds and securities belonging to or under the control of the Authority and for their deposit. Duties related to investment activities shall be performed by staff other than those responsible for the accounting of those investments.
- 6.5. *Fire Chief*: Charged with responsibility for implementation of and conformance to the policies and procedures approved by the Board of Directors for the investment of the Authority's funds.
- 6.6. Budget and Finance Committee: Charged with responsibility for investment oversight. The Committee shall review the monthly investment reports and significant investment activity being undertaken. The Committee's recommendations shall be reported in a monthly investment report to the Executive Committee.
- 6.7. *Executive Committee*: Charged with responsibility to receive, review and approve the monthly investment report, following review by the Budget and Finance Committee.
- 6.8. Board of Directors: May delegate to the Treasurer for a one-year period the authority to invest the Fire Authority's funds. Subject to review, the Board may renew the delegation of this authority each year. The Board shall also annually consider and approve a written Statement of Investment Policy at a public meeting. Any change to the Investment Policy at any time shall also be considered by the Board at a public meeting.

- 7. **Ethics and Conflicts of Interest**: All officers, employees, and participants in the Authority's investment process shall:
 - 7.1. Act responsibly as custodians of the public trust.
 - 7.2. Avoid any transaction that might impair the public confidence in the Authority's ability to serve the citizens of our area of responsibility.
 - 7.3. Refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.
 - 7.4. Abide by the Authority's adopted Conflict of Interest Code, which by reference is incorporated into this Investment Policy.
 - 7.5. The Treasurer, the Assistant Chief, Business Services, the Deputy Fire Chief or Fire Chief's designee and the Fire Chief shall be prohibited from doing personal investment transactions with any broker or securities dealer with whom OCFA does business, with the exception of the OCFA's primary bank for banking services. Employees shall subordinate their personal investment transactions to those of OCFA, particularly with regard to the time of purchases and sales.
- 8. <u>Authorized Financial Dealers and Institutions</u>: To promote the optimum yield on the investment of Authority funds, investment procedures shall be designed to encourage competitive bidding on transactions from approved financial institutions or broker/dealers.
 - 8.1. On a triennial basis, the Treasurer shall recommend a list of at least three financial institutions and broker/dealers who are authorized to provide investment services. The list shall be approved by the Budget and Finance Committee and the Executive Committee. All financial institutions and broker/dealers who wish to be considered for the list must meet the following minimum requirements:
 - 8.1.1 Must certify that they have read and agree to comply with the investment policies of the Authority.
 - 8.1.2 Must be a primary or regional dealer that qualifies under the Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).
 - 8.1.3 Must have a branch office in California.
 - 8.1.4 Must be experienced in institutional trading practices and familiar with the California Government Code as related to investments for local governmental agencies.
 - 8.1.5 Must have been in business for at least three years.

- 8.1.6 Must provide current audited financial statements.
- 8.1.7 Must provide proof of Financial Industry Regulatory Authority (FINRA) certification.
- 8.1.8 Other criteria as may be established in the *Investment Procedures Manual* of the Authority.
- 8.2. All financial institutions in which the Authority's public funds are deposited will supply the Treasurer with the following:
 - 8.2.1 Current audited financial statements.
 - 8.2.2 Depository contracts.
 - 8.2.3 A copy of the latest FDIC call report.
 - 8.2.4 Proof that the institution is state or federally chartered.

9. Authorized Investment Advisors and Investment Managers:

Authorized Investment Advisors

Although the Authority does not currently use an investment advisor, these policies and procedures shall be applicable if an investment advisor is utilized in the future to provide advice and guidance for the investment of OCFA portfolio funds. Under Government Code, the Authority is authorized to engage specially trained and experienced firms for economic advice and services. The Board of Directors must approve, in advance, all contracts with an investment advisor, after review by the Authority's Counsel. The investment advisor may only provide advice and may not effectuate trades; he/she may not make investment decisions. The Treasurer shall provide the investment manager with a copy of the Authority's Investment Policy.

Authorized Investment Managers

The provisions above for authorized investment advisors also apply to authorized investment managers. In addition, an investment manager may effectuate trades upon specific authorization for each transaction; however, he/she may not make investment decisions. All investment decisions must be made and approved by the Treasurer in advance, before the investment manager is authorized to execute a transaction. The Treasurer shall provide the investment manager with a copy of the Authority's Investment Policy. Upon execution of any trade, the Authority must receive confirmation directly from the broker/dealer and the custodian, not from the investment manager. Investments recommended by the investment manager should be safe kept by the Authority's regular custodian, and not with the investment manager.

10. Authorized and Suitable Investments: The Authority is empowered by statute (California

Government Code Section 53600 et seq., 53620 et seq., and Section 5922[d]) to invest in the following types of securities (see Section 15 of this Policy for maximum percentage limits imposed under Authority Policy):

- 10.1. U.S Treasury or Federal Agency securities.
- 10.2. Collateralized or insured passbook savings accounts and demand deposits.
- 10.3. Collateralized or insured certificates of deposit (or time deposits) placed with commercial banks (maximum term five years).
- 10.4. Bankers acceptances (issued by one of the 10 largest domestic banks or 20 largest international banks based on assets) with maturities not to exceed 180 days. State statute restricts bankers' acceptances to no more than 40% of the agency's surplus funds and no more than 30% in any one commercial bank. Authority policy is more restrictive, with a maximum 25% limit (see Section 15.1.4). Bankers' acceptances are to be purchased only from institutions that are well capitalized as the term is defined in the glossary.
- 10.5. Money market mutual funds whose portfolio consists solely of short-term treasury securities (i.e., one year or less remaining until maturity, at purchase). Mutual funds must be AAA rated by at least 2 of the 3 largest rating agencies.
- 10.6. Repurchase agreements whose underlying collateral consists of U.S. Treasury obligations or U.S. government agency obligations and the collateralization level must be in accordance with Government Code section 53601(i)(2), effective January 1, 1996 (maximum maturity of 14 days). A Public Securities Association (PSA) Master Repurchase Agreement is required between the Authority and the bank or broker/dealer for all repurchase agreements transacted. Direct investment in reverse repurchase agreements is prohibited.
- 10.7. Local Agency Investment Fund (State of California Pool).
- 10.8. Commercial paper in compliance with the following requirements:
 - 10.8.1 Must be rated highest-quality by at least two of the following three nationally recognized rating agencies. Highest-quality ratings are defined as (1) Moody's Investor Services rating of P1; (2) Standard & Poor's rating of A1/A1+; (3) Fitch rating of F1/F1+.
 - 10.8.2 Investments will not be made with commercial paper issuers placed on negative credit watch by any one of the above rating agencies.
 - 10.8.3 Commercial paper issuers must be domestic corporations having assets in excess of \$500,000,000 and having an AA or better rating on its long term debentures as provided by Moody's, Standard & Poor's, or Fitch.

- 10.8.4 Purchases of eligible commercial paper may <u>not</u>: (a) exceed 270 days to maturity; or (b) exceed 15% of the cost value of the portfolio. Although Government Code allows a maximum investment in commercial paper of 25%, Authority Policy maintains a 15% maximum, which is more restrictive.
- 10.8.5 The Treasurer shall conduct research on commercial paper issuers prior to investing OCFA funds with those issuers. The Treasurer will avoid investing in issuers with current events that involve negative financial implications that could lead to a downgrade to their credit rating. Sources of research will include, at a minimum, WSJ.com, Bloomberg.com, Marketwatch.com, and CNNMoney.com.
- 10.9. Negotiable certificates of deposit, issued by national or state-chartered banks or state or federal savings institutions, commercial bank, savings bank (savings and loan association), or credit union that uses a private sector entity that assists in the placement of certificates of deposit under specified conditions. Government Code limits negotiable certificates of deposit to 30% of the portfolio. Authority Policy, which is more restrictive, limits investment in these securities to 25% (see Section 15.1.5).
- 10.10. Proceeds of bonds or other indebtedness and any moneys set aside and pledged to secure payment of the bonds may be invested in accordance with the resolution, indenture, or other statutory provisions governing the issuance of those bonds or indebtedness.
- 10.11. Retiree Medical Funds may be held in a separate trust fund and invested as permitted under California Government Code Section 53620 to 53622 and/or Section 31694.3 for the purpose of paying health insurance benefits to retirees.
- 10.12. Additional trust funds may be set up to help reduce OCFA's unfunded pension liability. These funds may be held separately from the OCFA portfolio and invested according to guidelines provided by OCFA.
- 11. <u>Unallowable Investments / Restrictions</u>: The Authority shall **not** invest OCFA portfolio funds in the following instruments:
 - 11.1. Derivatives, except for indirect investment through the State's Local Agency Fund.
 - 11.2. Reverse repurchase agreements, although indirect investment through a pool is allowable up to a maximum of ten percent (10%) of the pool's portfolio.
 - 11.3. Financial futures or financial options.

- 11.4. Common stocks or corporate bonds.
- 12. <u>Investment Pools:</u> Governmental sponsored pools and/or mutual funds should be carefully reviewed prior to investing and should be monitored on an ongoing basis. Requisite information on the pool includes the following:
 - 12.1. A statement of investment policy and objectives.
 - 12.2. A list of allowable investments.
 - 12.3. Disclosure regarding settlement and safeguarding of investments.
 - 12.4. Description of securities pricing (fair value) and whether GASB 31 compliant.
 - 12.5. An explanation of interest calculations and distributions, plus fee disclosures.
 - 12.6. Deposit and withdrawal restrictions.
 - 12.7. Disclosure of audit findings and reports.
- 13. <u>Collateralization:</u> Collateral must always be held by an independent third party with whom the Authority has a current custodial agreement.
 - 13.1. State law regarding collateralization of deposits of public funds requires that securities be held by an agent (i.e., a trust company) of the bank, which may include the bank's trust department only if acceptable to both the bank and the Treasurer, pursuant to California Government Code Sections 53656 and 53658. Under the provisions of California Government Code Section 53652, banks are required to secure the deposits of public funds, including certificates of deposits, by: a) pledging government securities with a value of 110% of the principal and accrued interest; b) pledging first trust deed mortgage notes having a value of 150% of the total agency deposit; or c) a letter of credit drawn on the Federal Home Loan Bank at 105% of the total agency deposit. Deposits must be secured at all times with eligible securities pursuant to Section 53651. A copy of the Call Report of Local Agency's Deposits and Securities must be supplied to the Authority and retained to document compliance with the collateral requirements.
 - 13.2. Collateralization of repurchase agreements must be at least 102% of the market value of principal and accrued interest. Collateral must consist of U.S. Treasury obligations or U.S. Agency obligations. Other specific requirements on repurchase agreements must be addressed in a master repurchase agreement between the Authority and the bank or broker/dealer.
 - 13.3. The Treasurer, at his/her discretion, may waive the collateral requirements for deposits up to \$250,000 which are fully insured by the Federal Deposit Insurance Corporation. The right of collateral substitution is granted.

- 14. <u>Safekeeping and Custody:</u> All security transactions shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party qualified custodian and evidenced by safekeeping receipts. The trust department of the Authority's bank may act as third party custodian, provided that the custodian agreement is separate and apart from the banking agreement.
- 15. **Diversification**: The Authority shall maintain a diversified portfolio to minimize the risk of loss resulting from over concentration of assets in a specific maturity, issuer, or security type.
 - 15.1. Restrictions on Securities: At no time shall the Authority's portfolio be invested in a single security type or in a single financial institution or pool in excess of 15% of the total investment portfolio, with the following exceptions:

15.1.1 Treasury securities 100%

15.1.2 Local Agency Investment Fund 75% (Excludes moneys deposited in LAIF bond funds.)

15.1.3 Federal Agency securities 75%

15.1.4 Bankers' Acceptances 25%

15.1.5 Negotiable CD's 25%

- 15.2. Exception for Automatic Overnight Sweep: There shall be no restriction on the amount that is automatically swept from the Authority's bank into the Highmark Money Market Mutual Fund of U.S. Treasury Obligations on an overnight basis, in order to accommodate immediate investment of large inflows of property taxes or other receipts, pending diversified investment into other securities by the Treasurer.
- 15.3. *Maturity Diversification*: Every effort will be made to match investment maturities to cash flow needs. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing the market risk. Maximum maturities shall be as follows:
 - 15.3.1 At least 50% of the portfolio is limited to a period of one year or less.
 - 15.3.2 Unless matched to a specific requirement and approved by the Executive Committee and the Board of Directors, no portion of the portfolio may exceed five years.

16. **Internal Control**:

16.1. Internal policies and procedures shall be developed to assure that appropriate controls are in place to document and confirm all transactions. A separate *Investment Procedures Manual* shall be established to assist Treasury staff with daily operations and shall be reviewed at least annually by the Treasurer.

- 16.2. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity and compliance with policies and procedures.
- 16.3. To provide further protection of the Authority funds, written instructions require the Authority's bank to obtain verification of all wire transfers from two of the three following officers:
 - 16.3.1 Treasurer.
 - 16.3.2 Assistant Chief, Business Services.
 - 16.3.3 Deputy Fire Chief, or Fire Chief's designee.
- 17. **Performance Standards**: The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with investment risk constraints and cash flow needs.
 - 17.1. *Investment Strategy:* The Authority's basic investment strategy is to buy and hold investments until maturity. However, the Treasurer may sell a security due to adverse changes in credit or market risk or due to unexpected cash flow needs.
 - 17.2. *Market Yield (Benchmark):* The basis used by the Treasurer to determine whether market yields are being achieved shall be the rates of return from the following combination of indices: Local Agency Investment Fund (LAIF) and 3-month, 6-month and 1-year Treasury Bills (constant maturity).
 - 17.3. *Review*: The investment policy shall be reviewed at least annually by the Budget and Finance Committee and approved by the Board of Directors to ensure its consistency with the overall objectives of safety (including diversification), liquidity and return, as well as its relevance to current law and financial/economics trends. The Authority's philosophy prohibits speculation (i.e., purchasing securities with the intent to profit from anticipated changes in future market conditions). Leveraging or borrowing money for the purpose of investing is specifically prohibited.

18. **Reporting:**

18.1. *Monthly Reports*: In compliance with Government Code Sections 53607 and 53646, the Treasurer shall file a monthly investment report with the Clerk of the Board, who will submit copies to the Board of Directors, the Executive Committee, the Budget and Finance Committee, the Fire Chief, the Deputy Chief, Administration and Support Bureau, the Assistant Chief, Business Services, the Auditor, and the Authority's outside auditor (as required). The investment report will be agendized for the monthly meetings of the Budget and Finance Committee and the Executive Committee, and any Board member may request inclusion of the report on the Board's agenda at any time. This report shall certify that the Treasurer has complied with the Authority's

Investment Procedures Manual and will include an *Executive Summary*, which provides a condensed summary of the most important information in the report, plus a detailed report covering the following elements:

- 18.1.1 Type of investments and percent that each type represents in the portfolio.
- 18.1.2 Issuer.
- 18.1.3 Purchase date.
- 18.1.4 Date of maturity.
- 18.1.5 Amount of deposit.
- 18.1.6 Face value of the securities.
- 18.1.7 Current market value of securities.
- 18.1.8 Portfolio yield and comparison to benchmark.
- 18.1.9 Interest earnings.
- 18.1.10 Percentage of portfolio maturing within one year, 1-3 years, 3-5 years and over 5 years.
- 18.1.11 Statement relating the report to the Investment Policy.
- 18.1.12 Statement on availability of funds to meet its obligations for the next 30 days and the next 6 months.
- 18.1.13 Description of funds, investments, or programs managed by contracted parties.
- 18.1.14 Statement of compliance of the portfolio with the investment policy or manner in which the portfolio is out of compliance.
- 18.1.15 GASB 31 effects on financial statements.
- 18.1.16 Comments on the fixed income markets and economic conditions.
- 18.1.17 Potential changes in future portfolio structure (if any), including risk factors.
- 18.1.18 Any other information required by the Board.
- 18.2. *Annual Reports*: The Treasurer shall submit an annual report to the Budget and Finance Committee and the Executive Committee, following the close of the fiscal

year which shall certify that the Treasurer has complied with the Authority's investment procedures and detail the following:

- 18.2.1 Analysis of the composition of the investment fund.
- 18.2.2 Discussion of investment risk in the portfolio.
- 18.2.3 GASB 31 impacts.
- 18.2.4 A review of trends regarding the size of the investment fund.
- 18.2.5 Portfolio performance and comparison to benchmark.
- 18.2.6 Investment income.
- 18.2.7 A statement of anticipated investment fund activity in the next fiscal year.
- 18.3 <u>Investment Policy Adoption:</u> The Treasurer shall annually render to the Fire Chief, the Budget and Finance Committee, and the Board of Directors a Statement of Investment Policy.

Glossary

Active Deposits. Funds which are immediately required for disbursement.

Active investment management. An investment strategy that involves the active trading of securities in an attempt to earn above-average returns on a portfolio. Active investment management requires frequent monitoring of financial markets.

Agency. A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of an FSA is the Federal National Mortgage Association (FNMA).

Arbitrage. Generally, transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a difference in prices in the two markets.

Bankers' Acceptances (BA's). Time drafts or bills of exchange that are accepted payment by banks engaged in the financing of international trade. BA's finance the importation, exportation, shipment or storage of foreign and domestic goods. BA's are usually backed by documentation such as invoices, bills of lading, or warehouse receipts. Upon acceptance by a bank, a BA becomes an irrevocable and unconditional obligation of the accepting bank, while it is also an obligation of the drawer as well as any endorser thereof.

Basis point. By common agreement, .01% of yield on a fixed income security (1/100 of 1%).

Bond Equivalent Yield (BEY). An annual yield, expressed as a percentage, describing the return provided to bond holders. A bond equivalent yield is double the simple interest, semiannual yield. Since Treasury and agency notes and bonds pay interest semiannually, the bond equivalent yield is a way to compare yields from discount securities, such as Treasury bills and bankers' acceptances with yields available from coupon securities. From that usage, this yield measure is also known as the coupon yield equivalent. For securities that pay daily, monthly or quarterly interest, the bond equivalent yield understates the benefits obtained from the compounding of those investments.

Book-entry clearance. A system for the transfer of ownership of securities through entries on the records of a centralized agency. The centralized agency holds securities on behalf of their owners; when the securities are sold, ownership is transferred by bookkeeping entry from the seller to the purchaser. In the case of U.S government securities, securities certificates are not issued, and ownership of the securities is evidenced in computer records maintained by the Federal Reserve System. For other types of securities, book entry clearance is made available through linked or interfaced systems maintained by four securities depositories, which hold securities and act on behalf of their participants.

Book-entry security. A security which is not available to purchasers in physical form. Such a security may be held either as a computer entry on the records of a central holder (as is the case with U.S. certain government securities) or in the form of a single, global certificate.

Book value. The value at which a security is carried on the inventory lists or other financial records of an investor. 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.

Broker. A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position or take ownership of the security.

Certificate of Deposit (CD). A deposit of funds, in a bank or savings and loan association, for a specified term that earns interest at a specified rate or rate formula.

Collateralization. Process by which a borrower pledges securities, property or other deposits for the purpose of securing the repayment of a loan and/or security.

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. Firms with lower ratings or without well known names usually back their commercial paper with guarantees or bank letters of credit.

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

Credit Risk. The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return). A measure of the simple interest annual yield for interest-bearing investments with maturities of one year or more. To calculate the current yield, the annual coupon interest income is divided by the amount paid to acquire the investment. It is important to note that the current yield is only accurate for investments purchased at par. The current yield calculation includes just one income cash flow - the annual interest income. It ignores the profit or loss resulting from discounts and premiums.

Custody. The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the **custodian**.

Dealer. An individual or firm who, as a matter of regular business, purchases or sells securities for his account and risk.

Delivery versus payment (DVP). A settlement procedure where payment for a securities purchase is made simultaneously with the transfer of the purchased securities. The same procedure applies for a securities sale; the securities are transferred as payment is made.

Derivative instrument. A security that derives its value from an underlying asset, group of assets, reference rate, or an index value. Some derivative instruments can be highly volatile and result in a loss of principal in changing interest rate environments.

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.

Diversification. Dividing investment funds among a variety of securities, offering independent returns, to reduce risk inherent in particular securities.

Effective Annual Yield. A seldom used expression to refer to the yield on an investment expressed on a compound interest basis.

Fed Wire. Computerized network linking the Fed with its district banks, member banks, and primary dealers in government securities.

Federal Agency Securities. A variety of securities issued by several Federally sponsored agencies. Some are issued on a discount basis and some are issued with coupons. Several have the full faith and credit guarantee of the U.S. government, although others do not.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

Federal funds (Fed 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 sameday basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

Fed Funds Rate - Interest rate charged by one institution lending federal funds to another.

Floater. A floating rate security with an interest rate that resets at specified intervals according to an underlying index, such as LIBOR (the London Interbank Offered Rate), and is based on a predetermined formula. The value of a floater will fluctuate as interest rates change and therefore can be very volatile.

Inactive deposits. Funds not immediately needed for disbursement.

Interest rate risk. The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Inverse floater. A security that reacts inversely to the direction of interest rates. These securities can be very volatile and can lose value in a rising interest-rate environment.

Leverage. An attempt to increase the rate of return on an investment by buying securities on margin or using borrowed funds for investment purposes. This practice can be risky if interest rates rise or if investment yields are lower than expected.

Liquidity. The quality of an asset that permits it to be converted quickly into cash without a significant loss of value.

Local Agency Investment Fund (LAIF). A special fund in the State Treasury which local agencies may use to deposit funds for investment and for reinvestment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$75 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. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly via a check, warrant, or direct deposit to the agency's State Pooled Fund account. The State keeps an amount for reasonable costs of making the investments, not to exceed 1/4 of a percent of the earnings.

Marketability. The measure of ease with which a security can be sold in the secondary market.

Mark-to-Market. The practice of valuing a security of portfolio according to its market value, rather than its cost or book value.

Market Rate of Return. The average yield of the 3-month U.S. Treasury Bill or other index that closely matches the average maturity of the portfolio.

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, a 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, repos and federal funds).

Mutual Fund. An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the following Securities and Exchange Commission (SEC) disclosure guidelines.

Negotiable. Salable.

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

Passive investment management. An investment strategy where securities are bought with the

intention of holding them to maturity or investments in benchmark products designed to yield a market rate of return.

Principal. The face amount or par value of a debt instrument.

Primary Dealer. A small group of large banks and brokers that have pledged to make a market for any Treasury securities at any time. They are required to report their inventory positions and volume of activities to the Federal Reserve. Because of this, they are given the right to deal directly with the Federal Reserve in their daily operations.

Prudent Investor Standard. A standard of conduct where a person acts with care, skill, prudence, and diligence when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing funds. The test of whether the standard is being met is if a prudent person acting in a similar situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

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.

Public Securities Association. The bond market trade association, which publishes a Master Repurchase Agreement that is widely accepted as the industry standard.

Rating. Judgment of creditworthiness of an issuer made by an accepted rating service.

Repurchase Agreement (Repo). A form of secured, short-term borrowing in which a security is sold with a simultaneous agreement to buy it back from the purchaser at a future date. A *master repurchase agreement* is a written contract governing all future transactions between the parties and seeks to establish each party's rights in the transaction.

Reverse Repurchase Agreement. A form of secured, short-term investment in which a security is purchased with a simultaneous agreement to sell it back to the seller at a future date.

Safekeeping. A procedure where securities are held by a third party acting as custodian for a fee.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument. The first sale of a financial instrument by the original issuer is said to be done a primary market. All subsequent trades are said to be secondary market.

Securities Investors Protection Corporation (SIPC). A private corporation providing insurance to brokerage firms to cover customer accounts up to \$500,000 in securities which includes a \$250,000 for cash.

Swap. The trading of one asset, or cash flows, for another. Sometimes used in active portfolio management to increase investment returns by "swapping" one type of security for another. Also used to manage risk; for example, swapping fixed interest rate payments for floating rate payments.

Total return. Interest income paid on the invested principal, plus interest income earned from the successive reinvestment of that interest income, plus projected capital gains (or minus losses) on the investment. Differs from yield to maturity because (1) it can include gains or losses from sales prior to maturity, and (2) it permits the assumption of a reinvestment rate different from the yield earned on the underlying principal.

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 ten years or longer.

Uniform Net Capital Rule. Securities and Exchange Commission 15C3-1 outlining capital requirements for brokers.

Weighted Average Maturity (WAM). The average maturity of all the securities that comprise a portfolio.

Yield. Loosely refers to the annual return on an investment expressed as a percentage on an annual basis. For interest-bearing securities, the yield is a function of the rate, the purchase price, the income that can be earned from the reinvestment of income received prior to maturity, call or sale and the time from purchase to maturity, call or sale. Different formulas or methods are used to calculate yield. See Yield to Maturity and Total Return Analysis.

Yield-to-maturity. The rate of return yielded by a debt security held to maturity when both the interest payments and the investor's potential capital gain or loss are included in the calculation of the return.



Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting October 28, 2021

Agenda Item No. 2D Consent Calendar

2020 Homeland Security Grant Program

Contact(s) for Further Information

Shane Sherwood, Division Chief shanesherwood@ocfa.org 949.341.0294

Division 7

Jay Barkman, Legislative Analyst jaybarkman@ocfa.org 714.573.6048

Business Services Department

Summary

This item is submitted for the approval and authorization for the Fire Chief to execute any necessary agreements to accept the FY 2020 Homeland Security Grant Program (HSGP) award for an Administrative Fire Captain assigned to the Orange County Intelligence Assessment Center (OCIAC).

Prior Board/Committee Action

The Board has received and approved HSGP annually since 2011 to fund this position.

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 8-0 vote (Director Bourne absent).

RECOMMENDED ACTION(S)

- 1. Approve and authorize the Fire Chief to execute any necessary agreement(s) to accept and administer the FY 2020 Homeland Security Grant Program.
- 2. Approve a budget adjustment to the FY 2021/22 General Fund (121) budget to increase revenues and expenditures by \$180,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2021/22 General Fund revenues and expenditures will be increased by \$180,000.

Background

The FY 2020 HSGP plays a significant role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

The FY 2020 HSGP's allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.

On August 16, 2021, OCFA was notified it was awarded \$180,000 as part of the FY 2020 HSGP related to funding of one OCFA Fire Captain at the OCIAC as a fire agency representative working in conjunction with law enforcement to combat and educate against terrorist's threats or acts to the citizens of Orange County.

Attachment(s)

- 1. FY 2020 Homeland Security Grant Program Agreement
- 2. Award Letter of \$180,000

CFDA: 97.**●**67

Homeland Security Grant Program Department of Homeland Security

AGREEMENT TO TRANSFER PROPERTY OR FUNDS FOR 2020 HOMELAND SECURITY GRANT PROGRAM PURPOSES

THIS AGREEMENT is entered into this 21 day of July 2021, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, a (municipal corporation/special district/not-for-profit corporation), hereinafter referred to as "SUBGRANTEE."

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department in its capacity as the lead agency for the Orange County Operational Area, has applied for, received and accepted a grant from the State of California, acting through its California Office of Emergency Services, to enhance county-wide emergency preparedness, hereinafter referred to as "the grant", as set forth in the grant documents that are attached hereto as Attachments A (FY 20 CA Supplement to the Federal Notice of Funding Opportunity), B (FY 20 Homeland Security Grant Program Notice of Funding Opportunity), and C (FY 20 Homeland Security Grant Assurances) and incorporated herein by reference.

WHEREAS, the terms of the grant require that COUNTY use certain grant funds to purchase equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. COUNTY shall transfer to SUBGRANTEE the equipment, technology or services as specified in Attachment D hereto, which is incorporated herein by reference. If the grant requires COUNTY to transfer to SUBGRANTEE equipment, technology or services that COUNTY has not yet acquired, COUNTY shall transfer said equipment, technology or services to SUBGRANTEE as soon after acquisition by COUNTY as is reasonably practicable.
- 2. If COUNTY transfers grant funds to SUBGRANTEE, SUBGRANTEE shall use said grant funds only to acquire equipment, technology or services as set forth in Attachment B hereto and/or to perform such other grant functions, if any, for which Attachments A, B and C permit SUBGRANTEE to

expend grant funds. SUBGRANTEE shall provide COUNTY with a budget breakdown signed by the authorized agent.

- 3. Throughout its useful life, SUBGRANTEE shall use any equipment, technology or services acquired with grant funds only for those purposes permitted under the terms of the grant, and shall make it available for mutual aid response.
- 4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and repairs for said equipment as are necessary, in order to keep said equipment in continually good working order. Such maintenance and servicing shall be the sole responsibility of the SUBGRANTEE, who shall pay for material and labor costs for any maintenance and repair of the said equipment throughout the life of the said equipment.
- 5. SUBGRANTEE shall assume all continuation costs of said equipment, technologies and/or services to include but not limited to upgrades, licenses and renewals of said equipment, technologies and/or services.
- 6. If equipment acquired with grant funds becomes obsolete or unusable, SUBGRANTEE shall notify COUNTY of such condition. SUBGRANTEE shall transfer or dispose of grant-funded equipment only in accordance with the instructions of COUNTY.
- 7. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and their elected and appointed officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with SUBGRANTEE's use of grant-funded equipment, technology or services and SUBGRANTEE's performance of this Agreement, including Attachments A, B and C hereto, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in SUBGRANTEE's use of grant-funded equipment, technology or services and SUBGRANTEE's performance of this Agreement, including Attachments A, B and C hereto.
- 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound by all applicable provisions of Attachments A, B and C hereto. SUBGRANTEE shall notify COUNTY CFDA: 97.067

 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of Attachments A, B and C hereto.

- 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State Auditor General with respect to this Agreement for a period of three years after final payment hereunder.
- 10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 11. SUBGRANTEE may not assign this Agreement in whole or in part without the express written consent of COUNTY.
- 12. For a period of three years after final payment hereunder or until all claims related to this Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all documents, papers and records relevant to the work performed or property or equipment acquired in accordance with this Agreement, including Attachments A, B and C hereto. For the same time period, SUBGRANTEE shall make said documents, papers and records available to COUNTY and the agency from which COUNTY received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon request during usual working hours.
- 13. SUBGRANTEE shall provide to COUNTY all records and information requested by COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be required to provide to the agency from which COUNTY received grant funds or other persons or agencies.
- 14. COUNTY may terminate this Agreement and be relieved of the payment of any consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained in this Agreement, including Attachments A, B and C hereto, at the time and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- 15. SUBGRANTEE and its agents and employees shall act in an independent capacity in the performance of this Agreement, including Attachments A, B and C hereto, and shall not be considered officers, agents or employees of COUNTY or of the agency from which COUNTY received grant funds.

1	IN WITNESS WHEREOF, the partie	es have executed this Agreement in the County of Orange,
2	State of California.	
3	DATED:, 2021	COUNTY OF ORANGE, a political
4		subdivision of the State of California
5	By	<i>1</i>
6		Sheriff-Coroner "COUNTY"
7	APPROVED AS TO FORM:	COUNTT
8	COUNTY COUNSEL	
9		
10	By Wendy J. Phillips Wendy J. Phillips, Senior Deputy County	Counsel
11	Westay V. Tunnips, Semor Deputy County	Counses
12		
13	DATED: July 21 , 2021	
14		
15	DATED:	SUBGRANTEE
16		By:
17		Dated:
18		
19	ATTEST:	
20		
21	City Clerk	
22	DATED:	
23		
24		
25		
26		
27 28		
40	CFDA: 97.067 Homeland Security Grant Program Department of Homeland Security	Page 4 of 4



ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

2020 Homeland Security Grant Program

Project Approval Notification

August 16, 2021

Chief Brian Fennessy 1 Fire Authority Rd. Irvine, CA 92602

This letter serves to inform you that the State Homeland Security Program (SHSP) has approved your project request. This project award will recognize the Orange County Fire Authority as a sub-recipient. Your agency can only spend the allocated grant funding based on the preapproved project below and any administrative modifications have be requested by the County of Orange. Below is some important information related to the project approval:

Requesting Jurisdiction:

Orange County Fire Authority

Project Awarded:

OCIAC - Planning

Project Allocation:

\$180,000

Awarding Agency:

Cal-OES / Department of Homeland Security

Award Name:

Homeland Security Grant Program

• Federal Grant Number:

2020-0095

• Recipient Performance

September 1, 2020 to May 31, 2023

Contract PerformanceCFDA:

September 1, 2020 to March 31, 2023 97,067

• DUNS:

11-195-0874

Cal-OES ID:

059-00000

An in depth review process of the application was necessary prior to approval. This process is required due to stringent HSGP guidelines that must be adhered to. Following the review process, your project was found to be a viable concept based on investment justifications, regional benefit, and degree of applicability to the overarching Homeland Security Grant goals and objectives.

It is critical that you become familiar with the 2020 Homeland Security Grant Program Guidance and the 2020 Homeland Security Grant Program California Supplemental Guidance. It is also imperative you contact the Homeland Security Grant Unit before funding any part of the project that may be questionable in regards to procurement guidelines and or Authorized Equipment List allow ability. In order to eliminate reimbursement issues, we will seek reimbursement approval from the State on behalf of your agency or jurisdiction.

If you have any questions regarding this notification or the review process, feel free to contact me or Monique Vansuch at (714) 834-3201 or mvansuch@ocsheriff.gov.

Respectfully

Captain Charke Walters
Special Operations Division

Orange County Sheriff's Department

clwalters@ocsheriff.gov

(714) 349-9118



Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting October 28, 2021

Agenda Item No. 2E Consent Calendar

Updated Cost Reimbursement Rates

Contact(s) for Further Information

Robert C. Cortez, Assistant Chief Business Services Department robertcortez@ocfa.org

714.573.6012

Summary

This agenda item is submitted to request approval to update the Cost Reimbursement rate schedule for the addition of an S-61 helitanker in connection to the Quick Reaction Force (QRF) Pilot Program.

Prior Board/Committee Action

At the June 24, 2021, Board of Directors meeting, the Board approved FY 2021/22 Cost Reimbursement Rates.

At the September 23, 2021, Board of Directors meeting, the Board approved the addition of cost recovery rates for the QRF support provided during the Northern California wildfires.

RECOMMENDED ACTION(S)

Approve the updated Cost Reimbursement Rate equipment schedule to include standby and hourly flight rates for the S-61 helitanker with an effective November 12, 2021.

Impact to Cities/County

Not Applicable

Fiscal Impact

Updates to the Cost Reimbursement Rate schedule will provide the basis for OCFA to submit cost recovery requests.

Background

OCFA adopts the Cal OES California Fire Assistance Agreement (CFAA) and Federal Emergency Management Agency (FEMA) approved rates, except for the helicopter rates, to submit reimbursement for the use on the fire incidents. The rates for the Quick Reaction Force (QRF) Pilot Program are also added to the Rate Schedule and include daily standby and hourly flight rates for the CH-47 Helitanker and the S-76 Aerial Supervision Aircraft. As of November 12, 2021, Coulson Aviation which leases the aircraft for the QRF Pilot Program will be replacing the CH-47 Helitanker with the S-61 Helitanker. This change in aircraft necessitates updating the Cost Reimbursement Rate schedule.

Attachment(s)

Proposed Cost Reimbursement Rates

ORANGE COUNTY FIRE AUTHORITY QRF COST REIMBURSEMENT RATES EFFECTIVE November 12, 2021

	2021/22		HOURLY/
DESCRIPTION	RATE	SOURCE	DAILY
		OCFA	
HELITANKER CH-47 (FLIGHT HOURS)	\$8,000.00	CONTRACTOR	Hourly
		OCFA	
HELICOPTER SIKORSKY S-76 (FLIGHT HOURS)	\$3,500.00	CONTRACTOR	Hourly
		OCFA	12-Hour Shift (operational period(s)
MOBILE RETARDANT PLANT - OT (1)	\$1,500.00	CONTRACTOR	(0800-2000; 2000-0800)
		OCFA	12-Hour Shift (operational period(s)
WATER TENDER (Perimeter Solutions) (2)	\$1,800.00	CONTRACTOR	(0800-2000; 2000-0800)
		OCFA	
MOBILE FIRE RETARDANT - PRODUCT (3)	Actual Cost	CONTRACTOR	Per Mixed Gallon
		OCFA	
FREIGHT (Perimeter Solutions) (4)	Actual Cost	CONTRACTOR	Location and return to point of origin
		OCFA	
HELITANKER CH-47 (STANDBY)	\$1,333.33	CONTRACTOR	Hourly
		OCFA	
HELICOPTER SIKORSKY S-76 (STANDBY)	\$416.67	CONTRACTOR	Hourly
MODEL E DETAIL DE ANTE DE ANTE OF (CELANDAR) (4)	0.450.22	OCFA	12-Hour Shift (operational period(s)
MOBILE RETARDANT PLANT-OT (STANDBY) (1)	\$458.33	CONTRACTOR	0800-2000;2000-0800)
WATER TEMPER (B C. L	0150.00	OCFA	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
WATER TENDER (Perimeter Solutions - STANDBY) (2)	\$150.00	CONTRACTOR	0800-2000;2000-0800)
AID TACTICAL CDOUB CUREDVICODS (ATCS)	0166.00	OCFA	TT. 1
AIR TACTICAL GROUP SUPERVISORS (ATGS)	\$166.00	CONTRACTOR	Hourly
DDOCD AM MANACED	\$166.00	OCFA	Housely
PROGRAM MANAGER	\$166.00	CONTRACTOR	Hourly
HELITANKER S-61 (STANDBY)	\$875.00	OCFA CONTRACTOR	Hourly
HELITAINER 5-01 (STAINDET)	\$675.00		Hourty
HELITANKER S-61 (FLIGHT HOURS)	\$5,000.00	OCFA CONTRACTOR	Hourly
HELITANKER S-01 (FLIGHT HOURS)	\$5,000.00	CONTRACTOR	Hourty

Notes:

- (1) \$1,500 per hour (overtime) after initial 12-hr shift (12-hr daily shift paid by Edison), up to maximum of \$5,500/day if extended or 'if 24-hr operations in a location begins. Contract cycle of 6/15-12/15/2021 will be charged at the daily operating rate plus overtime or full day rates as utilized.
- (2) Requesting Agency must provide a water tender for Mobile Retardant Plant deployment. Requesting Agency can use an agency water tender or requestthrough vendor.
- (3) Based on 2021 U.S.F.S. FOB Origin Price List of mixed per gallon. Currently estimated at \$3.17 per mixed gallon.
- (4) Based on location, estimated at \$12,000 per incident (\$6,000 per delivery, \$6,000 return of unmixed/unsold product to point of origin).



Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting October 28, 2021 Agenda Item No. 2F Consent Calendar

Award of Public Works Contract for Audio/Visual Systems Upgrades at the USAR Warehouse

Contact(s) for Further Information

Jim Ruane, Assistant Chief jimruane@ocfa.org 714.573.6028

Logistics Department

Joel Brodowski, IT Manager joelbrodowski@ocfa.org 714.573.6421

Logistics Department

Summary

This agenda item seeks approval of the plans and specifications for Audio/Visual Systems Upgrades at the USAR Warehouse and award of a public works contract to Apploon, The Murdock Corporation DBA: JEC Integration Systems (JEC), the lowest responsive and responsible bidder, responding to bid RO2499.

Prior Board/Committee Action

None

RECOMMENDED ACTION(S)

- 1. Approve the plans and specifications for Audio/Visual Systems Upgrades at the USAR Warehouse.
- 2. Accept the JEC Integration Systems bid of August 12, 2021.
- 3. Approve and award the public works contract to JEC Integration System in the amount of \$211,294.45.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is available in the existing FY2021/22 Logistics Department Capital Improvement Budget (fund 124), project Enterprise Audio Visual Upgrades.

Background

The OCFA Information Technology Section is responsible for all technology used by the Fire Authority, and works cooperatively with the Audio-Visual Section in the oversight and management of OCFA's Audio-Visual Systems. The adopted Capital Improvement Program includes the Enterprise Audio/Visual (AV) Upgrades project to upgrade technology in conference rooms, training rooms, and classrooms at the Regional Fire Operations and Training Center (RFOTC), Battalion and Division fire stations, the Emergency Command Center (ECC), and the Urban Search & Rescue (US&R) warehouse. The upgraded AV systems will enable personnel to stream and access electronic training materials more efficiently, utilize video conferencing with other fire stations and RFOTC, and access content sources and feeds from wilderness, traffic, and

security cameras and the internet. This contract award is specifically for AV upgrades at the USAR Warehouse.

OCFA contracted with HMC Architects and TK1SC for systems engineering, design, preparation of bid specifications and construction drawings. HMC Architects was selected as the successful professional service provider as a result of OCFA Request for Qualifications RO2362 completed in 2019.

Invitation for Bids (IFB) Process

On June 23, 2021, staff issued IFB RO2499 utilizing the recently revised formal public works forms to solicit competitive bids for upgrades to the audio-visual system at the USAR warehouse. A mandatory job-walk was held on July 7, 2021, with bids due on August 16, 2021. Five construction bids were received from the following contractors:

Bidder	Lump Sum Pricing
JEC Integration Systems	\$211,294.45
GST, Inc.	\$257,312.30
EIDIM Group, Inc.	\$339,791.00
Western AV	\$356,807.50
Avidex Industries, LLC	\$487,302.00

Staff reviewed submittals for responsiveness and then vetted the qualifications of each bidder. All five bidders were deemed qualified. See Attachment One for a detailed report of the contractors' qualifications.

Additionally, staff reviewed the pricing submitted and confirmed the reasonableness of the apparent lowest bidder's pricing based on the engineer's estimate, individual cost categories, and comparison to other bidders' pricing. See Attachment Two for the Bid Tabulation with cost category comparison.

Subsequent to this review, a discussion was conducted between JEC and the OCFA project team to confirm specifications and the scope of work of the project as provided in the bid submittal. In addition, a site visit to the Los Angeles CALTRANS office was conducted to examine an existing installation to confirm functionality and quality of the system offered as an equivalent alternative provided by the vendor. As a result of the pre-qualification process (Attachment One), price analysis, and confirmation of the specifications and scope of work, JEC is deemed the lowest responsive and responsible bidder.

Recommendation

Based on the bid results, staff recommends contract award to Apploon, The Murdock Corporation DBA: JEC Integration Systems, the lowest responsive responsible bidder based on the base bid in the amount of \$211,294.45.

Attachment(s)

- 1. Executive Summary
- 2. Bid Tabulation
- 3. Proposed Public Works Contract



Executive Summary: Formal Public Works Bid Bid #RO2499: OCFA USAR Warehouse A/V Upgrade Project

Section 1. Project Information					
IFB Issue Date	6/23/2021	IFB Due Date	8/16/2021		
Vendors Notified	851	Bids Received	5		
Job Walk	5/20/2021	Job Walk Attended	s 13		
Addenda Issued	3	Engineer's Estima	e \$250,000		
Project Description:	Audio/Visual systems upgrade	s at the USAR Ware	ouse for traini	ng classrooms.	
Solicitation Method:	Due to the public works nature this project was solicited through				
Section 2. Pre-Qualifi	cation of Responsive Bidders				
Contractor				Pre-Qualification Determination	
JEC Integration	□ Not Qualified				
Contractor Reputa Labor Compliance, S Convictions	ation: afety Record, Previous Disqualifica	tions, Civil Wage Pena	ties,	☑ Satisfactory☐ Unsatisfactory	
Notes:	No findings.				
CSLB Licensing, DIR	ility to Perform Work: Registration, Surety Information, Folete Project, Prior Contract Termin		n of Similar	☑ Satisfactory☐ Unsatisfactory	
Prior & Current Contracts:	Prior: A/V Systems Designs ar - American University of - LA County Public Socia - LA County Sanitation D - City of Santa Monica Current: A/V Systems Designs - LA County Health Serv - State Dept of Forestry - City of Santa Monica	Health Sciences al Services vistrict as and Installations			
Disposition of Ref	erences:			☑ Favorable☐ Unfavorable	
References Provided:	 American University of Heat Sciences LA County Sanitation Distriction LA County Public Social Seteration City of Santa Monica 	No. Refere		3	
Notes:	All three of the references that project completed by JEC Integagreed, within time, budget, ar already have JEC scheduled for	gration. Contractor poid would be recommo	erformed and c	ompleted work as	

GST Information Te	GST Information Technology Solutions ☐ Not Qualified ☐ Not Qualified					
Contractor Reputa Labor Compliance, S Convictions	ation: afety Record, Previous Disqualifications, Civi	l Wage Penalties,	☑ Satisfactory☐ Unsatisfactory			
Notes:	No findings.					
CSLB Licensing, DIR	ility to Perform Work: Registration, Surety Information, Prior Claim Dete Project, Prior Contract Termination	s, Completion of Similar	☑ Satisfactory☐ Unsatisfactory			
Prior & Current Contracts:	Prior: A/V Systems Designs and Installation OC HCA OC Superior Court CSU Long Beach Current: A/V Systems Designs and Installation Antelope Valley College Campus Long Beach Unified School District.	allations s (Scheduled Completion J	,			
Disposition of Ref	erences:		☑ Favorable☐ Unfavorable			
References Provided:	OC HCA – Marcel Navarro OC Superior Court – Larry Chaffin CSU Long Beach – Dennis LuPresto	No. References that Responded:	3			
Notes:	Positive responses from references. Co budget, and with a high level of quality. contractor project manager easy to reach	Communications were also				
EIDIM Group Inc.			☑ Qualified☐ Not Qualified			
Contractor Reputa Labor Compliance, S Convictions	ation: afety Record, Previous Disqualifications, Civi	l Wage Penalties,	☑ Satisfactory☐ Unsatisfactory			
Notes:	No findings.					
CSLB Licensing, DIR	Contractor Capability to Perform Work: CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination					
Prior & Current Contracts:	- CSLLDominguez Hills					
Disposition of Ref	erences:		☑ Favorable☐ Unfavorable			
References Provided:	Costa Mesa Kern Community College Antioch	No. References that Responded:	2			
Notes:	Positive responses regarding timeliness communications from contacted referen market (updated parts/supplies to ensur	ce. Able to assist even dur	ing pandemic			

Western Audio Visua	Western Audio Visual & Security ☐ Not Qualified ☐ Not Qualified				
Contractor Reputa Labor Compliance, S Convictions	ation: afety Record, Previous Disqualifications, Civi	l Wage Penalties,	☑ Satisfactory☐ Unsatisfactory		
Notes:	No findings.				
CSLB Licensing, DIR	ility to Perform Work: Registration, Surety Information, Prior Claim plete Project, Prior Contract Termination	s, Completion of Similar	☑ Satisfactory☐ Unsatisfactory		
Prior & Current Contracts:	Prior: A/V Systems Designs and Installation OCFA Board Room City of Banning City of Simi Valley Current: A/V Systems Designs and Installation Regional Office of Education City of Ventura San Manuel Casino				
Disposition of Ref	erences:		⊠ Favorable □ Unfavorable □ □		
References Provided:	OCFA Banning Simi Valley	No. References that Responded:	2		
Notes:	Positive responses regarding timeliness communications from contacted referen		nd		
AviDex Industries			☑ Qualified☐ Not Qualified		
Contractor Reputa Labor Compliance, S Convictions	ation: afety Record, Previous Disqualifications, Civi	l Wage Penalties,	☑ Satisfactory☐ Unsatisfactory		
Notes:	No findings.				
CSLB Licensing, DIR	Contractor Capability to Perform Work: CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination □ Unsatisfactory				
Prior & Current Contracts:	Prior: A/V Systems Designs and Installa City of West Hollywood Raytheon Dexcom City of Irvine Berger Auditorium SAQMD Alliance Health Care Current: Many provided on spreadsheet				
Disposition of Ref	erences*:		☐ Favorable☐ Unfavorable		
References Provided:	City of Hawthorne West Basin MWD Vallecitos Water District	No. References that Responded:	0		
Notes:	*References provided did not respond to other components of the pre-qualificatio sought concurrence from legal counsel "qualified".	n review were found to be	satisfactory. Staff		

Section 3. Bid Pricing See attached Bid Tabulation for Detailed Cost Comparison						
Lowest Responsive, Responsible Bidder: JEC Integration						
Comparison to Engine	eer's Estimate:		\$3	8,705.55	less	
Pricing Determination	n:		⊠ Reasonal	ole □ N	lot Reasonable	
Section 4. Recommend	dation for Award					
Award Documentation:						
Payment Bond:	⊠ Yes □	No	Performance E	Bond:	⊠ Yes	□ No
Award Certifications:	⊠ Yes □	No	Insurance Certificates:		⊠ Yes	□ No
Discussion:						
provided in the bid sublexamine an existing instead by the vendor.	and the OCFA project team after bid opening to confirm specifications and the scope of work of the project as provided in the bid submittal. Additionally, a site visit to the Los Angeles CALTRANS office was conducted to examine an existing installation to verify functionality and quality of system offered as an equivalent alternative by the vendor. OCFA Staff also verified the current California State License Board (CSLB) license statuses and registration					
with the Department of Industrial Relations (DIR) for JEC Integration. As a result of the additional research, meetings, and verified qualifications, staff recommends award to JEC Integration.						

	JEC	JEC Integration Systems			GST		ij	EIDIM Group, Inc.			Western AV			Avidex	
Jpgrades at USAR Warehouse	Total Bid	Difference from Lowest Bid	Difference from Engineer's Estimate	Total Bid	Difference from Lowest Bid	Difference from Engineer's Estimate	Total Bid	Difference from Lowest Bid	Difference from Engineer's Estimate	Total Bid	Difference from Lowest Bid	Difference from Engineer's Estimate	Total Bid	Difference from Lowest Bid	Difference from Engineer's Estimate
	\$211,294.45	\$0.00	-\$38,705.55	\$257,312.30	\$46,017.85	\$7,312.30	\$339,791.00	\$128,496.55	\$89,791.00	\$356,807.50	\$145,513.05	\$106,807.50	\$487,302.15	\$276,007.70	\$237,302.15
-	Line Item Subtotal	Difference from Lowest Bid		Line Item Subtotal	Difference from Lowest Bid		Line Item Subtotal	Difference from Lowest Bid		Line Item Subtotal	Difference from Lowest Bid		Line Item Subtotal	Difference from Lowest Bid	
Category I: Labor Classifications (Prevailing Wage)	\$38,800.00	\$0.00		\$50,061.49	\$11,261.49		\$69,770.86	\$30,970.86		\$140,659.00	\$101,859.00		\$260,598.03	\$221,798.03	
Category II: Permanent & Non-Permanent Materials/Supplies	\$5,005.20	\$0.00		\$0.00	-\$5,005.20		\$24,085.33	\$19,080.13		\$11,132.00	\$6,126.80		\$170,551.77	\$165,546.57	
	\$146,631.02	\$0.00		\$191,893.62	\$45,262.60		\$216,186.61	\$69,555.59		\$205,016.50	\$58,385.48		\$24,313.58	-\$122,317.44	
	\$8,380.80	\$0.00		\$0.00	-\$8,380.80		\$29,748.20	\$21,367.40		papnipul			\$21,922.62	\$13,541.82	
	3.00%	%00:0		2.00%	2.00%		7.26%	4.26%		papnipui			15.00%	12.00%	
	\$6,333.45	\$0.00		\$76.00	-\$6,257.45		\$1,500.00	-\$4,833.45		Included			\$9,916.00	\$3,582.55	
J	Price is 16% lower than engineer's estimate. Bid price deemed reasonable as the brand of system bid by JEC is an equivalent alternative to the system specified, which served as the basis for design and initial estimate.	Price is 16% lower than engineer's estimate. Bid price emed reasonable as the brand of system bid by JEC is a equivalent alternative to the system specified, which served as the basis for design and initial estimate.	ate. Bid price i bid by JEC is an cified, which al estimate.	2.92% higher than engineer's estimate. System bid is an equivalent alternative to the system specified.	% higher than engineer's estimate. System bid equivalent alternative to the system specified	System bid is an m specified.	60.81% higher than an equivalent altı	60.81% higher than engineer's estimate. System bid is an equivalent alternative to the system specified.	te. System bid is tem specified.	68.87% higher than sa	in engineer's estimate same as was specified	68.87% higher than engineer's estimate. System bid is the same as was specified.	130.63% higher tha an equivalent all	130.63% higher than engineer's estimate. System bid is an equivalent alternative to the system specified.	te. System bid is em specified.

4F: CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above identified Project this 28th day of October, 2021, BY AND BETWEEN THE **ORANGE COUNTY FIRE AUTHORITY** (hereinafter "OCFA"), and Apploon, The Murdock Corporation DBA: JEC Integration Systems, as CONTRACTOR.

WITNESSETH that OCFA and CONTRACTOR have mutually agreed as follows:

[SECTIONS 1 – 40 are set forth in the Solicitation Information and Instructions to Bidders above.]

41 - PROJECT MANUAL

This Contract consists of the Project Manual. The Project Manual includes the following component parts thereof, each of which is a part of this Contract:

- (1) RO2499 Notice Inviting Bids
- (2) RO2499 Instructions to Bidders
- (3) RO2499 Bid Documents
- (4) RO2499 Contract Documents
- (5) RO2499 Technical Specifications
- (6) Any and all addenda and other supplemental notices and agreements issued by OCFA clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner

All of the above component documents of the Project Manual are complementary and Work required by one of the above documents shall be done as if required by all. In the event of conflict among the component documents of the Project Manual, the conflict shall be resolved as set forth in Section 52 of the General Conditions.

42 - CONTRACT PRICE

OCFA shall pay to Contractor as full consideration for the faithful performance of the Contract, the sum of TWO HUNDRED ELEVEN THOUSAND, TWO HUNDRED NINETY-FOUR DOLLARS AND FORTY-FIVE CENTS (\$211,294.45). This sum is the total amount stipulated in the Bid. Payment shall be made as set forth in the General Conditions.

43 - CONTRACTOR'S COMMITMENT TO FURNISH MATERIALS AND WORK

For and in consideration of the payments and agreements to be made and performed by OCFA, CONTRACTOR agrees to furnish all materials and perform all work required for the above identified Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

44 - CONTRACTOR'S COMMITMENT TO PRICES

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

44.1 - NO INCREASE IN BID COST DUE TO SUBSTITUTION OF SUBCONTRACTOR. In the event that a subcontractor is substituted in any manner for any reason, any increased cost related to such substitution shall be the sole responsibility of the Contractor. Such substitution shall not cause or result, directly or indirectly, in any increase in the bid price. This subsection shall not be construed to be prior consent to substitution of subcontractors, nor to authorize any substitution that is prohibited by the Subletting and Subcontracting Fair Practices Act.

45 - PAYMENT TO CONTRACTOR

OCFA hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

46 - WORKER'S COMPENSATION

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions.

47 - PRINCIPAL INTERESTS

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

48 - COMPLIANCE WITH FEDERAL IMMIGRATION AND NATIONALITY ACT

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against OCFA for such use of unauthorized aliens, CONTRACTOR hereby agrees to defend and indemnify OCFA against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by OCFA.

49 - CERTIFICATION RE DEBARMENT

CONTRACTOR confirms that neither CONTRACTOR nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (U.S.) federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (http://www.sam.gov/) issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). CONTRACTOR will provide immediate written notification to OCFA if, at any time prior to award, CONTRACTOR learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when OCFA executes this Agreement. If it is later determined that

CONTRACTOR knowingly rendered an erroneous certification, in addition to the other remedies available to OCFA, OCFA may terminate this Agreement for default by CONTRACTOR.

50 - INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR (at CONTRACTOR's sole cost and expense) shall defend (with legal counsel acceptable to OCFA in OCFA's sole discretion), indemnify, protect, and hold harmless the INDEMNIFIED PARTIES and each of them against all CLAIMS which arise out of, pertain to, or are related to CONTRACTOR's performance under, or failure to perform under, the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, indemnify, protect, and hold harmless the INDEMNIFIED PARTIES shall not apply to the extent such CLAIMS arise from the sole negligence or willful misconduct of the OCFA.

As used herein, "INDEMNIFIED PARTIES" refers to OCFA and its appointed officials, officers, employees, agents, representatives, attorneys and volunteers.

As used in this Section 50, "CLAIMS" refers to any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs, expert fees and attorney fees, including but not limited to CLAIMS arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by OCFA.

51 - COMPLIANCE WITH WORK RULES

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the OCFA Fire Chief, which work rules shall be additional terms and conditions for providing the work and services to the OCFA pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the Fire Chief.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

ORANGE COUNTY FIRE AUTHORITY:	CONTRACTOR:
	Apploon, The Murdock Corporation
DAVID JOHN SHAWVER, CHAIR	(CORPORATION (NAME - TYPE))
OCFA BOARD OF DIRECTORS	BY: Walter J Murdock
ATTEST:	(PRINT) Watter 1. Murdal
	(SIGNATURE)
	President
MARIA D. HUIZAR, CLERK OF THE AUTHORITY	(TITLE)
CLERK OF THE AUTHORITY	BY:
APPROVED AS TO FORM:	(PRINT)
	(SIGNATURE)
DAVID E. KENDIG	
GENERAL COUNSEL	(TITLE)

NOTE:

SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☑ See Attached Document (Notary to cross out lines of See Statement Below (Lines 1–6 to be completed of See See Statement Below (Lines 1–6 to be completed of See See See See See See See See See Se	l–6 below)
1	
2	
3	
4	
5	
8	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
A notary public or other officer completing this certificate veri to which this certificate is attached, and not the truthfulness	ifies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California	Subscribed and sworn to (or affirmed) before me
County of Lis Angeles	19 FCLian
County of	on this day of, 20, 20, Year
	m Walter clay Murdock
JONATHAN RUIZ 1	(and (2)
NOTARY PUBLIC SALIFORNIA I	
My Comm. Expires Oct. 12, 2022	proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
	Signature of Notary Public
Place Notary Seal and/or Stamp Above	Signature of Notary Public
OPT	IONAL
Completing this information can d	deter alteration of the document or
fraudulent reattachment of this	form to an unintended document.
Description of Attached Document	
Title or Type of Document: Cartract Kill	mon t
Document Date: 10 1 20 2	Number of Pages:
Signer(s) Other Than Named Above:	

©2019 National Notary Association

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SECTION 1: NOTICE INVITING BIDS

1A: ORANGE COUNTY FIRE AUTHORITY NOTICE INVITING SEALED BIDS FOR CONSTRUCTION OF <u>PROJECT NAME</u>

ORANGE COUNTY FIRE AUTHORITY REQUEST FOR QUALIFICATIONS: SCOPE: OCFA requires the installation and upgrade of Audio/Visual System Upgrades at OCFA Urban Search and Rescue (USAR) Warehouse. This location is being used for onsite training and a central meeting location for our regional Urban Search and Rescue team. The site is located at 19682 Descartes, Foothill Ranch, CA 92610, as specified. For official bid documents visit: https://www.planetbids.com/portal/portal.cfm?CompanyID=14773. A MANDATORY job walk will be held July 7, 2021 AT 10:00 A.M. Bid submittals will be accepted until July 21, 2021 AT 11:00 A.M.

Published: Orange County Register

FIRST PUBLICATION DATE: June 25, 2021 SECOND PUBLICATION DATE: July 2, 2021

1B: SOLICITATION INFORMATION

1. ABBREVIATIONS

IFB: Invitation for Bids

OCFA: Orange County Fire Authority

<u>DIR:</u> California Department of Industrial Relations <u>CSLB:</u> California Contractors State License Board

PCC: California Public Contract Code

<u>FS18:</u> Fire Station 18 <u>County:</u> County of Orange <u>OCParks:</u> Orange County Parks

2. OBJECTIVE

The Orange County Fire Authority is requesting bids to establish a construction agreement for the upgrade and installation of Audio/Visual System Upgrades at OCFA Urban Search and Rescue (USAR) Warehouse located at 19682 Descartes, Foothill Ranch, CA 92610, as specified herein. Project work will be coordinated by the OCFA Property Management section.

3. MANDATORY SITE INSPECTION

A mandatory job walk for prime contractors will be held on WEDNESDAY, JULY 7, 2021, 10:00 A.M. at OCFA Urban Search and Rescue (USAR) Warehouse located at 19682 Descartes, Foothill Ranch, CA 92610.

Contractor's representative must attend the entirety of the job walk. Late arrivals will not be granted access to the site, nor permitted to attend the job walk. This informational meeting will be held to allow for site inspection and questions or clarifications concerning OCFA's IFB process and subsequent contract award. Prospective Bidders should be familiar with the IFB prior to attending the job walk.

DUE TO COVID-19, ATTENDEES MAY BE REQUIRED TO UNDERGO A HEALTH SCREENING UPON ARRIVAL, MUST PROVIDE AND WEAR FACE MASKS, AND PRACTICE SOCIAL DISTANCING DURING THE JOB WALK.

4. CONTRACTOR MINIMUM QUALIFICATIONS

Bidder must meet the following minimum qualifications in order to have its response considered:

- Current and valid C-7, C-10 Contractor's License issued by the California Contractor State License Board
- Current and valid California Department of Industrial Relations registration
- Minimum Five (5) years' experience providing the same or similar services

5. DUE DATE

Bids will be received no later than **11:00 AM on 7/21/2021**. Late submittals will not be accepted. There will be a public opening of the bids on the specified due date and time in the Purchasing Office at the OCFA's Regional Fire Operations and Training Center located at 1 Fire Authority Road, Irvine, CA 92602. If attending the bid opening, please allow time to check in at the Reception Desk.

DUE TO COVID-19, ATTENDEES MAY BE REQUIRED TO UNDERGO A HEALTH SCREENING UPON ARRIVAL, MUST PROVIDE AND WEAR FACE MASKS, AND PRACTICE SOCIAL DISTANCING DURING THE BID OPENING.

6. SUBMITTAL INSTRUCTIONS

The Bid Response Forms are available for download on OCFA's online bidding platform, PlanetBids. Bids must be prepared using the response forms included in this IFB document. Bids shall be executed by an authorized signatory. Contractors are to fill in all blank spaces (insert "N/A" where the answer is

not applicable). Contractors are to initial all interlineations, annotations, deletions, alterations, erasures and other modifications on the forms. Deviations in the form may result in the bid being deemed non-responsive. **Only paper bids will be accepted for this solicitation.**

Bids may be hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than the date and time specified in Section 5 above. One (1) original hard copy and one (1) duplicate hard copy shall be sent to the attention of the Purchasing Section, within said time limit, in a sealed envelope. The envelope should include the Bidder's Business Name, Solicitation Number, and the Due Date. (Failure to include a duplicate hard copy will not cause an otherwise responsive bid to be deemed non-responsive.)

Any vendor who wishes his or her bid to be considered for award is responsible for ensuring that it is complete and received by the Purchasing Office on or before the due date and time. **Facsimile**, **electronic or e-mail bids will not be considered**.

7. INQUIRIES

Any questions related to the IFB shall be directed to the Assistant Purchasing Agent, Rothchild Ong. Questions and comments must be submitted via this bid's Q&A module on the PlanetBids website no later than **5:00 P.M. on 7/7/2021**. The inquirer's name, company, address, phone number should be included. Verbal interpretations or clarifications on the part of OCFA will be without legal effect. Only responses submitted in writing via the Q&A module or addendum will be binding.

8. SCHEDULE OF IMPORTANT DATES

Invitation for Bid Issue Date	June 23, 2021
Mandatory Job Walk	July 7, 2021
Final Day to Submit Questions	July 7, 2021
Deadline to Submit Bid Response	July 21, 2021

9. CONTRACTOR RESPONSIBILITIES

9.1 MATERIAL AND LABOR

Contractor shall provide all permits, material, labor, tools and supplies to complete the project as described herein. See Section 5 for detailed information on these requirements and additional components that must be included in Contractor's bid and pricing.

9.2 CSLB LICENSE

Contractor and all subcontractors shall possess a valid California **C-17**, **C-10** or specialty Contractor's license, as required by California law, at the time of bid submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful contractor and all subcontractors must maintain the license throughout the duration of the project.

9.3 PREVAILING WAGE AND COMPLIANCE MONITORING

Contractor and all subcontractors shall conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations. The successful contractor and all subcontractors must maintain DIR registration throughout the duration of the project.

9.4 STANDARD SPECIFICATIONS

OCFA relies on the standard specifications, CSI and Greenbook applicable in the jurisdiction where the project is located, as modified by the local jurisdiction.

9.5 BUSINESS LICENSE REQUIREMENTS

Contractor and all subcontractors shall conform to the requirements of the city in which the project is located (or the requirements of the County if the project is located within an unincorporated area) and shall maintain active business license(s) as required by the jurisdiction(s) in which the project is located. The successful contractor and all subcontractors must remain in compliance with these requirements throughout the duration of the project.

9.6 WARRANTY

In addition to any warranties specified in the drawings and any manufacturer's warranty, Contractor shall warrant the workmanship and manufacturing for a minimum of one year.

10. OCFA RESPONSIBILITIES

OCFA will coordinate with training operations to ensure Contractor has access to necessary areas to perform work. OCFA shall be responsible for the registration of the project with the CA DIR subsequent to contract award.

11. DELIVERABLES

11.1 PROJECT COMPONENTS

- 11.1.1 TASK ONE: INSTALL ANY REQUIRED LOW VOLTAGE INFRASTRUCTURE
- 11.1.2 TASK TWO: INSTALL OF NEW A/V HARDWARE AND EQUIPMENT
- 11.1.3 TASK THREE: UPDATE HARDWARE BASED ON FUNCTIONALITY NEEDS
- 11.1.4 TASK FOUR: INTEGRATION OF ANY VIDEO TELECONFERENCING NEEDS
- 11.1.5 TASK SIX: TESTING/INSPECTION & KNOWLEDGE TRANSFER

Refer to **Section 5** of the IFB Document for detailed information about the project requirements including, but not limited to, the scope of services, drawings, specifications, submittals, required permits, inspections, etc.

11.2SPECIFICATIONS

11.2.1 MINIMUM SPECIFICATIONS

The purpose of the information provided herein is to establish the minimum requirements for the supplies, materials, and equipment used for this project. It is not the intention of OCFA to exclude suppliers of similar or equal products of the types specified. Provided specifications, brands, and/or manufacturers describe OCFA expectations for the equipment, supplies and materials to be acquired.

11.2.2 EQUIVALENT ALTERNATE ITEMS

11.2.2.1 INITIAL SUBMITTALS

As noted throughout Section 5, deviations from the specifications provided herein are not preferred but, in some instances, may be accepted. OCFA retains the sole right to determine whether proposed deviations to the specified items are acceptable. Any bidder offering items or equipment as equivalent alternatives to those items specified must submit documentation in accordance with the requirements outlined in Section 5 to substantiate that the item is equal no less than ten (10) business days prior to the bid deadline. Failure to do so may result in the bid that includes such alternative(s) being deemed non-responsive. As part of the evaluation of proposed alternate items, OCFA may request additional product information or product samples. Such information or samples must be submitted at no expense to OCFA by an agreed-upon due date for inspection and approval prior to contract award. Failure to comply with the request, or failure of the proposed alternate product to meet the required

specifications, may be cause for OCFA to deem the bid that includes such alternative(s) to be non-responsive.

11.2.2.1 ADDITIONAL SUBMITTALS

Contractor shall submit for approval all items and documentation prior to beginning work in accordance with the requirements outlined in Section 5. In addition to the requirements specified in Section 5, any equivalent alternate items offered as a submittal during the course of construction must include documentation to substantiate that the item is equal. As part of the evaluation of proposed alternate items, OCFA may request additional product information or product samples. Such information or samples must be submitted at no expense to OCFA by an agreed-upon due date for inspection and approval prior to installation. Failure to comply with the request, or failure of the proposed alternate product to meet the required specifications, may be cause for OCFA to deem the Contractor to have caused a delay in the project, to be remedied by the assessment of liquidated damages, as described in the Contract Documents (see Section 4).

11.2.3 MATERIALS

Materials shall be pure, unadulterated, first quality and shall be delivered to the project in original unbroken packages bearing the maker's name and brand number. Materials shall comply with all requirements described in Section 5. Materials shall be submitted for approval prior to use. Contractor must furnish additional stock of materials, as specified in Section 5.

OCFA intends to purchase and keep as inventory commonly replaced items for the purpose of expediting future repairs. Should Contractor or subcontractors utilize this inventory to perform repairs, use of these items will not void or otherwise negatively affect the warranty. Contractor or subcontractors must replace the stock at no cost to OCFA.

11.3 PROJECT EXECUTION

11.3.1 WORKMANSHIP

Contractor shall:

- a. Perform work under conditions best suited to produce the specified deliverables.
- b. Correct all work that does not comply with the intent of the specification and/or does not meet the approval of OCFA.
- c. Protect all adjacent areas and surfaces from damage from work performed (i.e. automobiles, sidewalks, asphalt, concrete, plants, etc.).
- d. Coordinate with the OCFA before using noisy, motorized equipment.
- e. Take all necessary steps to protect the public and all property concerned.

11.3.2 CLEAN-UP

Contractor shall, at completion of work each day, remove all debris and rubbish resulting from this project and leave workspaces in a clean condition subject to OCFA approval.

11.3.3 PROTECTION

Contractor shall protect work of other trades, correct damage by cleaning, repairing or replacing, and repainting, as approved by OCFA.

11.3.4 **REPAIR**

At completion of work, Contractor shall repair and/or restore damaged work of other trades.

11.3.5 ACCEPTANCE DOCUMENTATION

Upon completion of work, Contractor shall provide the documents specified herein for final review and acceptance by OCFA.

11.3.6 HEALTH AND SAFETY

Contractor shall ensure compliance at all times with the Health and Safety requirements in Section 86 of the Contract Agreement.

11.4 SCHEDULES, TIMELINES, AND MEETINGS

11.4.1 COORDINATION OF WORK

Prior to beginning work, Contractor shall prepare a schedule and submit to OCFA for approval. Contractor shall coordinate the commencement of all work with OCFA so as not to cause inconvenience to the facility. Contractor parking, along with the placement of all trailers, equipment and materials must be coordinated with OCFA in advance.

All work at the location must be coordinated with OCFA in a manner that shall accommodate the requirements of OCFA personnel. Contractor shall post notices in conspicuous places at least three to five days in advance warning occupants what date work will begin. Work, deliveries or efforts which may impede existing circulation roadways shall be scheduled at least seven (7) days in advance.

11.4.2 HOURS OF WORK

Work shall be performed Monday through Friday between the hours of 7:00 AM and 5:00 PM. Overtime and after-hours work is not permitted, unless otherwise coordinated with and approved by the city in which the project is located.

11.4.3 PROJECT TIMELINE

OCFA anticipates that

- Project work will begin 14 days after the agreement and all other required award documents are received and approved by OCFA
- Project will be complete within 180 days

12. MEETINGS

Meetings between OCFA and Contractor will include, at a minimum, the following:

12.1 PRE-AWARD MEETING

This meeting will aid OCFA in determining responsibility of Contractor and to finalize the specifications and services to be provided.

12.2 PRE-CONSTRUCTION JOB WALKS

These meetings with OCFA, the staff of the city in which the project is located, and others as necessary and/or required by law will be coordinated by the Contractor.

12.3 PROJECT STATUS MEETINGS

Weekly meetings held in person, unless otherwise determined by OCFA.

12.4 ACCEPTANCE

Meetings regarding project acceptance and warranty punch list items.

12.5 ADDITIONAL

Other meetings deemed necessary by OCFA for contract compliance.

SECTION 2: INSTRUCTIONS TO BIDDERS

13.1 AMENDMENT OF INVITATION FOR BID

Notification via email will be sent to vendors listed as "Prospective Bidders" on PlanetBids in the event that a Q&A set or amendment to the IFB is released. The bidder shall acknowledge receipt of an amendment to this Invitation for Bid on the bid submittal. The OCFA reserves the right to revise the bid documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda.

13.1.1 Pursuant to Public Contract Code Section 4104.5, if OCFA issues an Addendum later than seventy-two (72) hours prior to the deadline for submission of bids, and the Addendum requires material changes, additions or deletions to the description of the work to be performed or the content, form or manner of submission of bids, OCFA will extend the deadline for submission of bids by at least seventy-two (72) hours. Otherwise, OCFA may determine, at its sole discretion, whether an Addendum requires that the date set for opening bids be postponed. Announcement of a new date, if any, will be made by Addenda. All bidders will be notified by e-mail when an addendum is posted to PlanetBids.

All Addenda issued before the time bids are due shall form part of the contract documents. It is the bidder's responsibility to be familiar with Addenda issued. OCFA will deem any bid that fails to acknowledge all Addenda to be non-responsive. Bidders must acknowledge the Addenda in writing on the form provided in the bid documents.

13.2 INTERPRETATION OF BID DOCUMENTS

Discrepancies in, and/or omissions from the Specifications or other bid documents or questions as to their meaning shall be immediately brought to the attention of the Purchasing Manager by submission of a written request for interpretation or correction thereof no later than the deadline specified for questions specified in Section 1 of the Notice Inviting Bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the bid documents will be made only by addendum duly issued electronically to each bidder registered on the prospective bidder's list. The OCFA will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the bid documents to any bidder, and no bidder should rely on any such oral interpretation.

14. DISPUTES RELATING TO THIS INVITATION FOR BID

In the event a dispute arises concerning any aspect of this bid, including specifications and/or process, the party bringing the dispute shall submit a written request for resolution to the Purchasing Department prior to the IFB's due date and time.

In the event a dispute arises regarding this IFB's Recommendation for Award or Denial of Award, the party bringing the dispute must do so in accordance with OCFA's **Purchasing Ordinance**, **Article IX**. **Legal and Contractual Remedies**, which can be found online under "Doing Business with OCFA" at https://www.ocfa.org/Uploads/Purchasing/OCFA%20Purchasing%20Ordinance.pdf.

15. WITHDRAWAL OF BID

15.1 PRIOR TO BID DUE DATE AND TIME

At any time prior to the specified due date specified in IFB Section 1, an Offeror may formally withdraw the bid by a written letter, facsimile or electronic mail from the Offeror or an authorized representative to the OCFA Purchasing Manager, provided such letter, facsimile or electronic mail is actually and timely received by the OCFA Purchasing Manager. **Telephonic or oral withdrawals shall not be considered.**

15.2 AFTER BID DUE DATE AND TIME

In accordance with California Public Contract Code sections 5100-5110, Bidder shall not be relieved of the obligations of its bid unless by consent of OCFA, nor shall any change be made in the bid because of mistake. Bids may be withdrawn for mistake upon mutual written agreement of Bidder and OCFA, or if all of the following conditions apply:

- A mistake is made in the bid; and
- Written notice is provided to OCFA within five (5) working days from the date of the public opening specifying in the notice in detail how the mistake occurred. Telephonic or oral withdrawals will not be considered; and
- The mistake makes the bid materially different than Bidder intended it to be; and
- The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Any bidder who claims a mistake or who forfeits its bid security (Bidder's Bond) shall be prohibited from participating in further bidding on the project on which the mistake was claimed or bid security was forfeited.

16. INDEMNIFICATION

Bidder agrees to protect, defend, indemnify, save and hold harmless the OCFA and its officers, officials, employees and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (Bidder's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the Bidder's submittal.

17. RESERVATIONS (RIGHTS RESERVED TO OCFA)

OCFA reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to investigate the qualifications of any bidder under consideration; to modify or amend this IFB in writing; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. Waiver of one irregularity does not constitute waiver of any other irregularity. OCFA may seek clarification of the bid from the bidder at any time, and failure to respond is cause for rejection. OCFA is required to make an award that is in the best interest of the OCFA. All decisions on compliance, evaluation, terms and conditions shall be made solely at the OCFA's discretion and made to favor the OCFA. OCFA may cancel this solicitation at any time.

The OCFA may reject any bid which, in its sole opinion, does not accurately reflect the cost to perform the work as compared to other bids received and/or to project estimates. In addition, because the OCFA may elect to include or exclude any of the bid items and alternate bid items (if applicable) at its sole and absolute discretion, each bidder must ensure that each bid items contain a proportionate share of profit, overhead and other costs or expenses which will be incurred by the bidder. The OCFA may deem any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items as non-responsive. No contract will be executed unless the bidder is licensed in accordance with the provisions of the State law.

18. INSPECTION OF SITE/MANDATORY MEETING AND JOB WALK

Each prospective bidder is responsible for becoming familiar with the conditions of the project site as well as those relating to the construction and labor of the project, to fully understand the facilities, conditions, difficulties and restrictions which may impact the completion of the project. Attendance by a representative of each prospective contractor at the mandatory meeting as stated in the request for

informal bid is required. Any bid received by a contractor not represented at the mandatory meeting will be rejected and deemed non-responsive.

19. CONTRACTOR AND SUBCONTRACTOR LICENSING REQUIREMENTS

Bidder and all listed Subcontractors shall possess valid California Contractor's licenses, as required herein and as appropriate for each specialty subcontracted at the time of bid submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. Licenses must be maintained throughout the duration of the contract resulting from this IFB.

Pursuant to Section 7028.15 of the Business and Professions Code, the OCFA shall consider any bid submitted by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the bid documents to be nonresponsive, and the OCFA shall reject the bid. The OCFA shall have the right to request evidence of all valid license(s) currently held by the bidder and each of the subcontractors listed in the bid before awarding the contract. In such cases, Bidders shall provide evidence of valid licenses satisfactory to the OCFA within five (5) calendar days. Pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this contract.

20. SB 854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may be listed on an offer for a public works project unless registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only under California Labor Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work, or engage in the performance of any public works project unless registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5. Pursuant to SB 854, the DIR registration number of each subcontractor must be identified on the bid; **failure to do so may result in the bid being deemed non-responsive**.

The contract resulting from this solicitation is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. OCFA reports all public works contracts to the DIR subsequent to contract execution.

The OCFA will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining bid pricing, and will not under any circumstances be considered as the basis of a claim against the OCFA on the contract resulting from this solicitation.

21. PREVAILING WAGE

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the applicable prevailing wage rates will be enforced. The work is subject to the payment of not less than prevailing wages under California Labor Code Section 1770 et seq. Contractor must comply with all related provision of the California Labor Code if awarded the agreement, including but not limited to:

- The provisions of California Labor Code Section 1775 relating to payment of prevailing wages,
- Section 1777.5 relating to employment of apprentices, and
- Section 1811-1813 relating to the payment of overtime.

Failure to comply with the applicable prevailing wage, overtime, and apprenticeship requirements may result in penalties.

Contractors are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the work under the contract which will be awarded to the successful contractor.

Additional information is available at the Department of Industrial Relations website at:

http://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

Contractors are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additional information on the Compliance Monitoring Unit requirements can be found at:

https://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html.

22. DEBARMENT OF CONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code and Federal "Excluded Parties List System". Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the OCFA. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project. In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Contractor will be screened at the time of response to ensure the Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 2 Code of Federal Regulations (CFR) 200.12 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

23. CONTRACT

A response to this IFB is an offer to contract with OCFA based upon the terms, conditions, and specifications contained within this document, all Addenda, and the Construction Services Agreement, attached hereto as Section 4. Submission of a bid confers on the bidder no right to an award or to a subsequent contract. No binding contract will exist between the bidder and the OCFA unless and until the OCFA executes a written contract or purchase order.

24. BID DOCUMENTS & FORMS

Bid submittals are to be prepared using the bid forms which are included in this IFB Document. Bids shall be executed by an authorized signatory. As a condition of bidding and in accordance with the provisions of Section 20101 of the California Public Contract Code, prospective bidders are required to submit all the bid forms listed in the Bidder's Checklist. Failure to do so may result in the rejection of the bid.

25. PREPARATION OF BID

All bids shall incorporate the forms provided in this IFB document. It is permissible to copy these forms as required. Facsimiles or electronic mail bids shall not be considered.

The Bid form and any solicitation amendments must be signed and returned with the bid. The forms submitted shall be signed by a person authorized to submit an offer. Authorized signature on the Bid forms shall constitute an irrevocable offer to provide services specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- The authorized person signing the bid shall initial all interlineations, annotations, deletions, alterations, erasures and other modifications on the bid.
- Periods of time, stated as days, shall be in calendar days.
- It is the responsibility of all Offerors to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the due date and time.
- OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- Each bidder shall submit its bid in strict conformity with the requirements of the bid documents.
 Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, supplement printed matter on the bid forms.
- Verbal, telephonic, facsimile, email or other electronic bids or modifications will not be considered.

26. BID CERTIFICATION

By signature on the Bid Response Forms, Bidder certifies:

- The Bidder has thoroughly examined and become familiar with the requirements of this IFB;
- Clear understanding of the rules as defined in this IFB and compliance with all terms and conditions specified herein;
- The Bidder is an authorized and/or certified retailer and/or installer of the specified items;
- The submission of the bid did not involve collusion or other anti-competitive practices;
- The bid is compliant with all state and federal laws;
- The Bidder will not discriminate against any employee or applicant for employment in violation of Federal or State law;
- The Bidder has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to any Director, officer, or employee of OCFA in connection with the submitted offer;
- That the individual signing the submittal is an authorized agent for the Bidder and has the actual authority to legally bind the Bidder to the Contract;
- That its principal and named subcontractors are not debarred, suspended or otherwise excluded by the United States Government, in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

27. ACCEPTANCE PERIOD

Unless otherwise specified herein, bids are firm and may be accepted by OCFA at any time within 180 days of bid opening.

28. BID OPENING

All the bids opened by the OCFA will be subject to further evaluation with respect to responsiveness of the bid and for purposes of determining that the bidder is responsible.

29. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name, business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement, or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and

Specifications in excess of 1/2 of 1% of the prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to OCFA within 24 hours after the bid opening.

If the Bidder fails to list a subcontractor for a portion of work or if the Bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the Bidder agrees that it is fully qualified to perform that portion of work itself, and that the Bidder shall perform that portion of work itself. If after award of the contract, the Bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the Bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the OCFA's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

29.1 NO INCREASE IN BID COST DUE TO SUBSTITUTION OF SUBCONTRACTOR.

In the event that a subcontractor is substituted in any manner for any reason, any increased cost related to such substitution shall be the sole responsibility of the Contractor. Such substitution shall not cause or result, directly or indirectly, in any increase in the bid price. This subsection shall not be construed to be prior consent to substitution of subcontractors, nor to authorize any substitution that is prohibited by the Subletting and Subcontracting Fair Practices Act.

30. PRICING

Contractors shall provide itemized pricing. No aggregate bids will be considered. The bid must state the amount for which the contractor offers to supply all labor, materials, equipment, tools, transportation, services and applicable taxes to perform all work specified. Bids shall not contain any conditions, limitations or provisions for the work to be done. Alternative bids will not be considered unless requested. The contractor shall set forth for each item of work, in clearly legible figures, a unit item price and a total for each item in the respective spaces provided. In case of a variation between the unit price and the totals shown by the contractor, the unit price will take precedence. In case of discrepancy between the numerical lump sum price and the written lump sum price, the written lump sum price shall prevail.

31. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts set forth in the bid will be deemed and held to include any such taxes that may be applicable. Bidder acknowledges and agrees that OCFA shall not be responsible for the payment of any increase in any Sales Tax, Use Tax, or any other tax that takes effect after award.

32. COMPLIANCE WITH LAWS

All bids shall comply with current and applicable federal, state, and local laws relative thereto.

33. CRITERIA FOR EVALUATION AND AWARD

The OCFA will award the contract to the lowest responsive, responsible bidder as required by law. The OCFA evaluates three categories of information: responsiveness, responsibility, and price. Bids must meet the following responsiveness and responsibility criteria in order to be considered for award:

a) <u>RESPONSIVENESS</u>: OCFA will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The OCFA will reject any bids that are submitted late. Failure to meet the specifications, project timeline, product availability, or other requirements may result in rejection.

- b) RESPONSIBILITY: OCFA will determine whether the bidder is one with whom it can or should do business. Factors that OCFA may evaluate to determine whether a contractor is a "responsible bidder" for purposes of the Public Contract Code include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws including tax laws, business standing, bidder's record of performance and integrity e.g. has the bidder been delinquent or unfaithful to any contract with OCFA, whether the bidder is qualified legally to contract with the OCFA, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the OCFA, to ensure performance of the contract and must provide proof upon request. OCFA staff may also use Dun & Bradstreet and/or any generally available industry information to assist in making such determinations. The OCFA reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors, and by submitting a bid, bidder consents thereto. The OCFA will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) <u>PRICE:</u> OCFA will then evaluate bids that have met the requirements above for price, quality of product, life cycle cost, maintenance, warranty, etc.

34. GROUNDS FOR DISQUALIFICATION

OCFA may disqualify a submittal for any of the following reasons:

- Contact regarding this procurement is made with any OCFA Director, officer or employee other than those in the Purchasing Department from the time of issuance until the end of the dispute period;
- Evidence of collusion, directly or indirectly, among bidders regarding the amount, terms, or conditions of this solicitation is found;
- Evidence of submitting incorrect information in the response to this solicitation or misrepresenting
 or failing to disclose material facts during the award process is found;
- Submittal of added terms, conditions, or agreements with the bid document;
- Offering of gifts or souvenirs, even of minimal value, to OCFA Directors, officers or employees;
- The existence of any lawsuit, unresolved contractual claim or dispute between the Bidder and OCFA;
- Evidence of the Bidder's inability to successfully complete the responsibilities and obligations of the bid is found;
- Bidder's default under any OCFA agreement.
- No bidder shall be allowed to make, submit or be interested in more than one bid. No person, firm, corporation, or other entity may submit a sub-proposal to a bidder, or quote prices of materials to a bidder when also submitting as a prime on the same project.

35. PUBLIC RECORD

All bids submitted in response to this IFB shall become the property of OCFA and shall become a matter of public record available for review when required by law, including but not limited to the California Public Records Act.

36. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to OCFA all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

37. INSURANCE

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents, including but not limited to the General Conditions. Failure to do so may result in forfeiture of the bid guarantee. No time extensions or extra payments shall be made to contractor for delays it may encounter in obtaining such coverage.

Contractor shall not commence work under the agreement until he/she has obtained all required insurance, including any and all endorsements, and the insurance has been approved by the OCFA as to form, amount, and carrier, nor shall Contractor allow any subcontractor to commence any work until all insurance required of the subcontractor has been obtained and approved.

38. NOTICE OF INTENT TO AWARD/EXECUTION OF CONTRACT

A notification of OCFA's intent to award contract ("Notice of Intent to Award") will be sent to the successful Offeror(s). Following receipt of the Notice of Intent to Award, and within fourteen (14) calendar days of the notice, the successful Offeror(s) shall complete and/or submit the items listed in Exhibit 4A: Transmittal Page – Bid Award Documents to the Purchasing & Materials Manager or designee.

The successful contractor or any designated subcontractors shall not perform any work on the project prior to attending the pre-construction conference and executing the appropriate certification. In case of failure of the Offeror(s) to execute and return all required documents in a form satisfactory to OCFA and within the time allowed, the OCFA may, at its option, consider that the Offeror(s) has/have abandoned the contract.

39. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies retained by the OCFA to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the OCFA, with a State or Federally chartered bank as the escrow agent or require the OCFA to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the OCFA pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the OCFA approved securities with the escrow agent, the escrow agent shall notify the OCFA within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for OCFA approval, and to be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the OCFA that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the OCFA's Office of General Counsel.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The OCFA may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of the cumulative amounts identified in all stop notices.

40 AWARD AND EXECUTION OF CONTRACT. If a bid bond is submitted with a 10% of Bid designation for the amount as noted in the OCFA Approved Bid Bond form, a revised Bid Bond with numerical dollar values, both in words and with digits, shall be submitted to the OCFA within three (3) working days of bid opening.

Within seven (7) calendar days after the date of the Notice of Apparent Low Bidder, the Contractor shall execute and return the following documents to the OCFA:

- All required evidence of insurance
- Two (2) Original Signed Contract Agreements

Within fourteen (14) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the OCFA:

- Faithful Performance Bond
- Material and Labor Bond
- Construction Schedule
- Traffic Control Plan

- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- Construction Materials Submittals

FAILURE TO COMPLY WITH <u>ALL</u> OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF OCFA.

The Contract Agreement shall not be considered binding upon the OCFA until executed by the authorized OCFA officials.

3A: TRANSMITTAL PAGE

TO:	Orange County F	ire Authority					
FROM:	A	de els Comments est	DA JEC'	dia Catana			
	Apploon, The Murdock Corporation DBA: JEC Integration Systems						
PROJECT:	(Legal Name of Contractor) RO2499 – AUDIO/VISUAL SYSTEMS UPGRADES AT USAR WAREHOUSE						
				nerein the following total lump sum rom Exhibit 3J: Bid Sheets):			
BID LUMP SI		o taxoo ana markap	(transforred in	em Exmer ee. Bid emedely,			
NUMERICAL		5					
WRITTEN:	Two Hundr	ed Eleven Thousa	ed Eleven Thousand Two Hundred Ninety Four & .45				
ACKNOWLED	GMENT OF ADDE	NDA:					
No.: 1	Dated:	07/07/2021	No.: 2	Dated: 07/16/2021			
No.: 3	Dated:	07/22/2021	No.:	Dated:			
Bidder certifies that the following of X Transmittal Page (Exhibit BA)		X List of Subcontractors (Exhibit 3F) X Designation of Sureties (Exhibit 3G) X Bidder's Certification of Compliance with Insurance Requirements (Exhibit 3H) X Certification of Site Examination (Exhibit 3I) X Bid Sheets (Exhibit 3J)		X Project Approach and Schedule (Exhibit 3K) X List of Project References (Exhibit 3L) X Qualifications Questionnaire (Exhibit 3M) X Party and Participant Disclosure Forms (Exhibit 3N)			
Bidder Meets CSLB Licens DIR Registra			Expiration:	12/31/2021 06/30/2022			
	OF CONTRACTOR	0/14	1. Ma	E: President			

3B: BIDDER'S BOND

(10% of Agreement Price)

Bidders must use this form, NOT a surety company form

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, double of the Murbook Corporation Principal ("Principal"), and western surety company as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of SOUTH DAKOTA and authorized to do business as a surety in the State of California, are held and bound unto the Orange County Fire Authority ("OCFA") of Orange County, State of California as Obligee, in the sum of TWENTY-FIVE THOUSAND AND 00/100 Dollars (\$ 25,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the OCFA for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner required under the Bid Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract ("Agreement"), in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the Agreement and to file the required performance and labor and material bonds, and to meet all other conditions to the Agreement between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to submit and execute the Agreement award documents as required in the Invitation for Bid Document within the timeline specified therein.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the OCFA awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (180) days after the date of the bid opening.

[Signature Page Follows]

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for al
purposes be deemed an original thereof, have been duly executed by the Principal and Surety above
named, on the <u>16TH</u> day of <u>JULY</u> , 20 <u>21</u> .accordance with Article 5 - commencing at
section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with
the awarding body prior to performing any work under this Contract:

CONTRACTOR:

(Affix Corporate Seal)

APPLOON THE MURDOCK CORPORATION dba J E C INTEGRATION SYSTEMS

Principal

WALTER J. MURDOCK
Print Name and Title of Signatory

SURETY:

(Affix Corporate Seal)

WESTERN SURETY COMPANY

Surety

JACOB MICHAEL ELLEN - ATTORNEY-IN-FACT By

CALIFORNIA CONTRACTORS INSURANCE SERVICES

Name of California Agent of Surety

PO BOX 278238, SACRAMENTO, CA 95827

Address of California Agent of Surety

800-432-2641

Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65561705 Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint _Jacob Michael Ellen its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for: Principal: Apploon The Murdock Corporation dba J E C Integration Systems ORANGE COUNTY FIRE AUTHORITY Obligee: Amount: \$1,000,000.00 and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-infact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect. "Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile." is not issued on or before midnight of October 19th, 2021 authority conferred in this Power of Attorney shall expire and terminate. In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and proporate seal to be affixed this 21St day of July 2021 its corporate seal to be affixed this . 21st _ day of _ STATE OF SOUTH DAKOTA July _, in the year __2021___, before me, a notary public, personally appeared day of _ Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation. M. BENT NOTARY PUBLIC SEAL SOUTH DAKOTA Notary Public - South Dakota My Commission Expires March 2, 2026 I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force. In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this July

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document. State of California County of Sacrame	nto)	
On 4/16/2011	before me,	Aa ron Philip Blott ię Notary Public
		(insert name and title of the officer)
personally appeared	The	15 Elle
subscribed to the within instru his/her/their authorized capac	ument and acknowled city(ies), and that by h	ence to be the person(s) whose name(s) is/are leged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the erson(s) acted, executed the instrument.
I certify under PENALTY OF paragraph is true and correct		laws of the State of California that the foregoing
WITNESS my hand and offic	ial seal.	AARON PHILIP BLOTTIE Notary Public - California Sacramento County Commission # 2318587 My Comm. Expires Jan 10, 2024
Signature	HE	(Seal)

3C: CERTIFICATION OF BID

In responding to IFB RO2499 – AUDIO/VISUAL SYSTEMS UPGRADES AT USAR WAREHOUSE, the undersigned Bidder(s) certifies the following:

- 1. Bidder agrees to provide all necessary labor, materials, equipment, and services to OCFA per the specifications contained herein and that all furnished labor is able to work in harmony with all other elements of labor employed or to be employed on the work.
- 2. Bidder further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this IFB, and the resulting Construction Services Agreement. If there are any exceptions to or deviations from the terms of the Contract Documents (Section 4), they must be stated in an attachment included with the bid. Where Bidder wishes to propose alternatives to the OCFA's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Bidder will be deemed to have accepted the form of the contract requirements set forth in Section 4.
- 3. The Bidder hereby certifies that the individual signing the submittal is an authorized agent for the Bidder and has the OCFA to legally bind the Bidder to the Contract.
- 4. The undersigned has reviewed the work outlined in the documents and fully understands the scope of work required, understands the construction and project management function(s) as described, and that each contractor who is awarded a contract shall be in fact the prime contractor, not a subcontractor, to the OCFA, and agrees that its offer, if accepted by the OCFA, will be the basis for the contractor to enter into a contract with the OCFA.
- 5. The undersigned had notified the OCFA in writing any discrepancies or omission or of any doubt, questions, or ambiguities about the meaning of any of the IFB documents.
- **6.** By submitting this Offer Form and signing below, the liquidated damages clause of the Agreement is hereby acknowledged.
- 7. It is understood that the OCFA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days.
- 8. Contractor expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code,§12650 et seq.), the OCFA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the contractor may be subject to criminal prosecution.
- 9. Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940. Bidder certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.
- 10. The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager: (1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by

any Federal agency within the past 3 years; (3) does not have a proposed debarment pending; and (4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

To the Orange County Fire Authority:

Contractor hereby certifies to the OCFA that all representations, certifications, and statements made by the contractor, as set forth in this offer form, are true and correct and are made under penalty of perjury. The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

LEGAL NAME OF CONTRACTOR:	Apploon, The Murdock Corpora	tion DBA: JEC Integration Systems
SIGNATURE OF CONTRACTOR:	Valler J. Murda	
PRINTED NAME: Walter J. Mu	rdock TITLE	: President
CONTRACTOR ADDRESS: 5032	2 Meadow Wood Ave.	
CITY:Lakewood	STATE :CA.	ZIP CODE:90712
IF CONTRACTOR IS A CORPORATI	ON, AFFIX CORPORATE SEAL	AND COMPLETE THE FOLLOWING:
NAME OF CORPORATION:	ploon, The Murdock Corporation	on
DATE OF INCORPORATION: Ju	une 15th, 2005	
PRESIDENT:Walter.l.Murdock	TREASURER:	Wal <u>t</u> er J Murdock
SECRETARY: Walter J. Murdock	MANAGER:	Christopher R. Poor
SUBSCRIBED AND SWORN TO BEIL THIS DAY OF (Signature of Notary Public)	FORE ME BY WALTE	ter 1. Menslock
(Attach Jurat) See affached ju	Jrat PRE	SIDENT
(SEAL)	(SEAL)	

ed only by document signer[s]. not Notary)
Signature of Document Signer No. 2 (if any)
verifies only the identity of the individual who signed the document ness, accuracy, or validity of that document.
Subscribed and sworn to (or affirmed) before me
2th Aug 21
on this day of 20 by Date Month Year
(1) Walter Say Murdouk
(and (2) $-N/A-$
Name(s) of Signer(s)
proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.
Signature WAATUS Millo
Signature of Notary Public
PTIONAL
an deter alteration of the document or
his form to an unintended document.
Fire Muthority - Schicetation No-Ro
Number of Pages: Pg.23
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3D: NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on of 201-202 [date], at Lakewood [city], CA. [state]."

Signed Walter J. Marsall

Subscribed and sworn to before me this _____ day of _____.

Signature of Notary Public

(SEAL)

See affached

See Attached Document (Notary to cross out line	es 1–6 below)
See Statement Below (Lines 1–6 to be completed	
	-,
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
A notary public or other officer completing this certificate to which this certificate is attached, and not the truthfuln	verifies only the identity of the individual who signed the document ness, accuracy, or validity of that document.
tate of California	Subscribed and sworn to (or affirmed) before me
ounty of Lus Angeles	on this
	by Date Month Yea
	11) Walter Jay Murdock
CHRISTOPHER L. O'DELL	(and (2)
Notary Public - California Los Angeles County Commission # 2320788	Name(s) of Signer(s)
My Comm. Expires Feb 8, 2024	proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
	11144 /1111
Diagon Mataria Comit modifica Characa Alica de	Signature WWW Color
Place Notary Seal and/or Stamp Above	Signature of Notary Public
o	PTIONAL ————————————————————————————————————
	an deter alteration of the document or his form to an unintended document.
Description of Attached Document	
Title or Type of Document: 30 - Noin	Collusion Affadurit
Document Date: 87 - 2021	Number of Pages: Pq. 24

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3E: CONTRACTOR'S LICENSING CERTIFICATION

If the contractor is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder. If the bid is submitted by a corporation, provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties.

The undersigned certifies that the contractor is licensed in accordance with the laws of the State of California to do the type of work required. Contractor further certifies that it is regularly engaged in the general class and type of work called for in this Request for Informal Bid. The successful contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Please complete and/or provide all requested information.

LICENSE NO:	920896	CLASS:	<u>C7, C10</u>	EXPIRATION:	12/31/2021	
CA DIR REGISTRA	ATION NUMBER:	1000014293		EXPIRATION:	06/30/2022	
CONTRACTOR TE	ELEPHONE: 949	-759-9487 CC	NTRACTO	R FAX:949-75	9-9485	
BUSINESS ADDR	ESS: 5032 Mead	low Wood Ave. Lak	ewood, CA. 9	0712		
LENGTH OF TIME	IN BUSINESS:	16 Years				
LENGTH OF TIME	AT CURRENT LO	CATION: 3.	5 Years			
NUMBER OF EMP	LOYEES: 7	NUMB	ER OF CUF	RRENT CLIENTS:	4	
If the contractor op	erates as a sole pro	prietorship:				
NAME OF INDIVID	UAL CONTRACTO	R: <u>N/A</u>				
SIGNATURE OF O	OWNER:					
BUSINESS ADDR	ESS:					
If the contractor op	erates under a partr	nership:				
NAME OF FIRM:	N/A					
PARTNER NAME:		PART	NER TITLE	:		
PARTNER ADDRESS:						
SIGNATURE OF P	ARTNER:					
PARTNER NAME:	PARTNER NAME: PARTNER TITLE:					
PARTNER ADDRESS: SIGNATURE OF PARTNER:						

If contractor operates under a corporation:

NAME OF CORPORATION: Apploon, the	e Murdock Corporation
CORPORATION ORGANIZED UNDER TH	E LAWS OF THE STATE OF CALIFORNIA:
Walter J. Mendal	SIGNATURE OF CORPORATION PRESIDENT
Watte Mundal	SIGNATURE OF THE CORPORATION SECRETARY
08-07-2021	DATE
Management person responsible for dire	ect contact with OCFA:
NAME: Walter J Murdock	TITLE: President
TELEPHONE : 949-759-9487	E-MAIL: wmurdock@jecintegration.com
Person responsible for the day-to-day se	ervicing of the account/project.
NAME: Walter J Murdock	TITLE: President
TELEPHONE : 949-759-9487	E-MAIL: wmurdock@jecintegration.com
SUBSCRIBED AND SWORN TO BEFORE ME	BY WALTER J. MURDOUL
THIS DAY OF 20_	The State of the S
(Signature of Notary Public)	(Signature)
(Attach Jurat)	TITLE PRESIDENT
see attached jurat	
(SEAL)	(SEAL)

Registration History

06/19/17

07/01/16

12/31/15

03/06/15

07/01/19

06/30/19

06/30/18

06/30/17

06/30/16

06/30/15

06/30/22

Back to DIR>> (https://www.dir.ca.gov/)

Department of Industrial Relations

Contractor Information

Legal Entity Name APPLOON, THE MURDOCK CORPORATION Legal Entity Type

Corporation Status

Active

1000014293

Registration effective date 07/01/19

Registration expiration date 06/30/22

Mailing Address
5032 MEADOW WOOD AVE LAKEWOOD 90712 CA United States of America **Physical Address**

5032 MEADOW WOOD AVE LAKEWOOD 90712 CA United States of America

Email Address wmurdock@jecintegration.com Trade Name/DBA JEC INTEGRATION SYSTEMS

License Number (s) CSLB:920B96

Legal Entity Information

Corporation Entity Number: Federal Employment Identification Number:

President Name: Vice President Name: Treasurer Name: Secretary Name:

25762733 562516144

WALTER J. MURDOCK WALTER J. MURDOCK WALTER J. MURDOCK WALTER J. MURDOCK

CEO Name:

Agency for Service:

Agent of Service Name:

WALTER J. MURDOCK

Agent of Service Mailing Address: 5032 MEADOW WOOD AVE LAKEWOOD 90712 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: Please provide your current worker's compensation insurance information below:

PEO PEO PEO

PEO InformationName Phone

Email

Insured by Carrier Policy Holder Name: Insurance Carrier: Policy Number: Inception date:

Expiration Date:

APPLOON, THE MURDOCK CORPORATION STATE COMPENSATION INSURANCE FUND

09/01/19

No

About DIR

Who we are (https://www.dir.ca.gov/aboutdir.html)

DIR Divisions, Boards & Commissions (https://www.dir.ca.gov/divisions_and_programs.html)

Contact DIR (https://www.dir.ca.gov/Contactus.html)

Work with Us

Jobs at DIR (https://www.dir.ca.gov/dlrjobs/dirjobs.htm)

Licensing, registrations, certifications & permits (https://www.dlr.ca.gov/permits-llcenses-certifications.html)

Required Notifications (https://www.dir.ca.gov/dosh/Required-Notifications.html)

Public Records Requests (https://www.dir.ca.gov/pra_request.html)

Acceso al idioma (http://www.dir.ca.gov//Bilingual-Services-Act/default.html)

Frequently Asked Questions (https://www.dir.ca.gov/faqslist.html)

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Contractor's License Detail for License # 920896

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- > CSLB complaint disclosure is restricted by law (8&P 7L24.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click have for a definition of disclosure of disclosure of disclosure and definition of disclosure
- > Only construction related civil judgments reported to CSLB are disclosed (B&P 7071 17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/23/2021 4:33:35 PM

Business Information

APPLOON THE MURDOCK CORPORATION dba J E C INTEGRATION SYSTEMS

5032 MEADOW WOOD AVE LAKEWOOD, CA 90712 Business Phone Number:(949) 759-9487

> Entity Corporation Issue Date 08/18/2008 Expire Date 08/31/2022

License Status

This license is current and active.

All information below should be reviewed

Classifications

- ► C-7 LOW VOLTAGE SYSTEMS
- C10 ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INSURANCE COMPANY.

Bond Number: 207446 Bond Amount: \$15,000 Effective Date: 07/01/2020 Contractor's Bond History

BQI's Bond History

Bond of Qualifying Individual

- The qualifying individual WALTER JAY MURDOCK certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
 Effective Date: 06/01/2018
- The qualifying individual LINCOLN ROLIN CUTHBERT certified that he/she owns 10 percent or more of the voting stock/membership
 interest of this company; therefore, the Bond of Qualifying Individual is not required.
 Effective Date: 06/01/2018

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND Policy Number;3002264

Effective Date: 09/01/2015 Expire Date: 09/01/2022 Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Back to Top Conditions of Use

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Accessibility

Accessibility Certification

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

See Attached Document (Notary to cross out lines 1–6 below) ☐ See Statement Below (Lines 1–6 to be completed only by document signer|s|, not Notary) Signature of Document Signer No. 2 (if any) Signature of Document Signer No. 1 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California Subscribed and sworn to (or affirmed) before me County of Ly (and (2) CHRISTOPHER L. O'DELL Notary Public - California Name(s) of Signer(s) Los Angeles County Commission # 2320788 proved to me on the basis of satisfactory evidence to Comm. Expires Feb 8, 2024 be the person(s) who appeared before me. Place Notary Seal and/or Stamp Above Signature of Notary Public OPTIONAL -Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document **Description of Attached Document** Title or Type of Document: 3E: Contractor's Licensing Certification Signer(s) Other Than Named Above:

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3F: PROPOSED SUBCONTRACTORS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the Contractor's total bid.

Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list as to any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, Bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name	N/A		
Address			
DIR Registration No.		CSLB No.	Class
Phone		Email	
Percent of Total Contract			
Specific Scope of Work			
Subcontractor Name			
Address			
DIR Registration No.		CSLB No.	Class
Phone		Email	
Percent of Total Contract			
Specific Scope of Work			
Subcontractor Name			
Address			
DIR Registration No.		CSLB No.	Class
Phone		Email	
Percent of Total Contract			
Specific Scope of Work			
Subcontractor Name			
Address			
DIR Registration No.		CSLB No.	Class
Phone		Email	
Percent of Total Contract			
Specific Scope of Work			
Subcontractor Name			
Address			
DIR Registration No.		CSLB No.	Class
Phone		Email	
Percent of Total Contract			
Specific Scope of Work			

3G: DESIGNATION OF SURETIES

The following are the names, addresses and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds.

Name	California Contractors Insurance Services, Inc.
Address	9848 Business Park Dr. Suite H. Sacramento, CA. 95827
Phone No.	P: 800-432-2641 F: 916-363-2662
Name	
Address	
Phone No.	
Name	
Address	
Phone No.	
Name	
Address	
Phone No.	

3H: BIDDER'S CERTIFICATION OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR IFB RO2499 – AUDIO/VISUAL SYSTEMS UPGRADES AT USAR WAREHOUSEAND IN THE SPECIAL PROVISIONS FOR IFB RO2499 – AUDIO/VISUAL SYSTEMS UPGRADES AT USAR WAREHOUSE and accepts all conditions and requirements contained therein.

BIDDER acknowledges that ACORD forms will not be accepted when policy forms or endorsements are required.

BIDDER acknowledges that some insurance companies may be unwilling to issue all of the policy coverage and endorsements required in the conditions and requirements. It is BIDDER's responsibility to ensure that it will be able to provide evidence of all required types and amounts of insurance and all policy endorsements required hereunder.

BIDDER represents and warrants that, prior to signing below, <u>BIDDER has confirmed</u> with BIDDER's insurer(s) or insurance broker(s) that all required evidence of the types and amounts of insurance, and all required endorsements of insurance coverage, will be timely provided to OCFA in accordance with the conditions and requirements. Failure to provide all required evidence of insurance and endorsements when required will constitute a material breach of the agreement.

Apploon, The Murdock Corporation DBA: JEC Integration Systrems

Bidder

08/06/2021

Ovalter J. Mandal 08/0

31: CERTIFICATION OF SITE EXAMINATION

By signing below, Bidder certifies each of the following:

- 1. Bidder is fully informed of the conditions relating to the construction of the work and the employment of labor thereon
- 2. The specifications for the work show conditions as they are believed to exist. The conditions shown do not constitute a representation or warranty express or implied by the OCFA, its officers or agents that such conditions actually exist.
- 3. Bidder has thoroughly examined the site for the work described herein and attended the mandatory pre- bid inspection of the building(s) and site(s), conducted by the OCFA. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.
- 4. Bidder has observed the designated Contractor work areas, material equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed for such matters.
- 5. Bidder is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed.
- 6. Bidder acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property and expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.

To the Orange County Fire Authority:

I certify that I have examined the site and the bid is complete and there will be no requests for additional payment for failure to examine the site thoroughly.

Date of Site Exam	Mednesday, July 7, 2021, 1	0:00AM	
Company Name:	Apploon, The Murdock Corporation [DBA: JEC Integration Systems	
Signature:	tter 1 Marson		
Printed Name / Til	le of Company Representative:	Walter J Murdock, President	
Date: 08/0	6/2021		

3J: BID SHEETS

<u>Cost Analysis:</u> The bid information is relevant to a determination of whether the pricing offered is fair and reasonable in light of the Scope of Services to be provided. Failure to submit the information in the format requested may result in the bid being deemed non-responsive.

Instructions: - Input your information in the blank cells as follows:

- Insert a description for each Line
- Insert the lump sum subtotal for each category
- Add all categories to arrive at the Project Grand Total

	CATEGORY I: Labor	0
Line	Description	
1	All inclusive Labor: Electrical install, Cable Runs, A/V Equipment Install, A	N Equipment Programming
	SUBTOTAL LABOR:	\$38,800.00
	CATEGORY II: Permanent & Non-Permanent Materials	/Supplies
Line	Description	
2	All Cables & Connectors. All Hardware: Back Boxes, Conduit, Rac	k Shelves, Screws, Etc.
	SUBTOTAL MATERIALS:	\$5,005.20
	CATEGORY III: EQUIPMENT	
Line	Description	
3	A/V Equipment Required for Room installations	
	SUBTOTAL EQUIPMENT:	\$146.631.02
	CATEGORY IV: OVERHEAD & INDIRECT COST	TS
Line	Description	
4	Vehicle Wear & Tear, Fuel costs, All Insurances cost during job, So	oftware, Etc.
	SUBTOTAL OVERHEAD:	\$8,380.80
	PROJECT SUBTOTAL	\$198,817.02
	CATEGORY V: PROFIT	
Line	Description	% Profit
5	Provide the percentage of the project subtotal (above) that will be assessed as profit:	3%
	SUBTOTAL PROFIT (IN DOLLARS)	\$6,143.98
	CATEGORY VI: PERMITS/FEES	
Line	Description	Estimated Permits/Fees
6	Provide an estimate of the permits and fees for the project. These fees will be reimbursed at actual cost or may be paid directly to the regulating agency by OCFA.	\$6,333.45
	SUBTOTAL PERMITS/FEES	\$6,333.45
	PROJECT GRAND TOTAL	\$211,294.45

Manufacture _		Desription	(a)√	Cost Fill F	Ext. Cost
		Training Room 8			
EXTRON	60-1515-23	DTP CROSSPOINT 84 4K, Switcher and Controller	1	\$5,500.00	\$5,500.00
EXTRON	60-1824-10	DMP 64 PLUS, Audio Processing Mixer	1	\$1,368.00	\$1,368.00
EXTRON	60-1365-13	DTP T HWP 232D, 2 Gang Wall Plate, HDMI & Displayport Transmitter	3	\$555.00	\$1,665.00
XTRON	60-1531-13	DTP R HWP 4K 231D, 1 Gang Wall Plate, HDMI Receiver	3	\$357.00	\$1,071.00
EXTRON	60-1271-12	DTP HDMI 4K 230 Tx, HDMI Extender o/Cat6 Transmitter	2	\$245.00	\$490.00
EXTRON	60-1271-13	DTP HDMI 4K 230 Rx, HDMI Extender o/Cat6 Transmitter	3	\$245.00	\$735.00
XTRON	60-1566-03	TLP Pro 1025M, 10" Touch Panel	2	\$1,482.00	\$2,964.00
SAMSUNG	QM75R	75" Commercial Display	2	\$2,825.00	\$5,650.00
PREMIER MOUNTS	P4263F	42" to 63" Wall Mount. Flat	2	\$76.00	\$152.00
CHRISTIE	LWU755-DS	3LCD Laser Projector, 7550 Lumens	1	\$6,150.00	\$6,150.00
CHRISTIE	108-506102-XX	Custom Fit Projector Ceiling Mount	1	\$220.00	\$220.00
CHRISTIE	121-130105XX	Medium Zoom Lens	1	\$640.00	\$640.00
DALITE	29906LS	113" Diagonal Electric Recessed Ceiling Screen	1	\$3,261.00	\$3,261.00
BIAMP	SRC-20CX	Devio Conference Room System and 1 TCM-XEX Ceiling Microphone	1	\$1,775.00	\$1,775.00
BIAMP	PARLÉ™ TCM-X	Parlee Main Ceiling Microphone, Comes with Connection Module	1	\$650.00	\$650.00
BIAMP	SCX-400	Devio Conference Room Hub	1	\$1,925.00	\$1,925.00
EXTRON	60-1473-23	USB Extender Plus D Receiver	1	\$430.00	\$430.00
EXTRON	60-14-71-12	USB Extender Plus D Transmitter	1	\$350.00	\$350.00
EXTRON	60-954-02	SW4 USB PLUS USB Hub	1	\$450.00	\$450.00
EXTRON	60-1310-03	SF 26CT Ceiling Speakers, 64Watt per, 70Volt, White (PAIR)	3	\$255.00	\$765.00
BARCO	CSE-200+	Clickshare Wireless Audio/Video Device	1	\$1,325.00	\$1,325.00
VADDIO	999-99230-000W	Roboshot 30 USB PTZ Camera, White	1	\$3,000.00	\$3,000.00
VADDIO	535-2000-240W	Roboshot 30 PTZ Camera Mount, White	1	\$110.00	\$110.00
LIBERTY CABLE	DL-PLUSB3.1AAF-015M	Digilinx usb 3.0-2.0 Extender Cable, 15 Meters	1	\$316.00	\$316.00
ISTEN	LT-800-072-01	Stationary RF Transmitter (72 MHz)	1	\$588.00	\$588.00
LISTEN	LA-130 / LA-123	25' Remote Antenna Kit & 90-Degree Helical Antenna (72 MHz)	1	\$95.00	\$95.00
SHURE	ULXD124/85	Wireless Mic System with Body Pack and Lav Mic	1	\$1,241.00	\$1,241.00
EXTRON	42-266-01	Voicelift Pro Microphone EB Single, connected with an Extron IPCP	1	\$695.00	\$695.00
SHURE	UA505 / UA-8	Antenna Wall Mount Bracket and 1/2 Wave Antenna	2	\$50.00	\$100.00
FURMAN	PL-PRO DMC	20-amp power line conditioner and surge protector with voltmeter	1	\$370.00	\$370.00
YNTEC	NPAC 120-4	Rack-Mount Panel Power Control with 120V 20A Relays	1	\$1,950.00	\$1,950.00
OWNER -	OFCI	Owner Furnished UC PC	1	\$0.00	\$0.00

Total				\$55,743.00	\$63,245.00
ELECT	ELECT	Electrical Install From Local Source: 2 Monitor Outlets, Electrical for Screen, Ceiling Outlet for Projector	1	\$1,700.00	\$1,700.00
INSTALL	INSTALL	Installation of A/V Equipment and 2 x Network Runs from IDF	1	\$9,270.00	\$9,270.00
PROG	PROG	Equipment Programming, including Extron, Audio Process, Network	1	\$2,800.00	\$2,800.00
HARDWARE	HARDWARE	Hardware Required for Installation: Middle Atlantic Rack Accessories: 4 x 1U Blank, 3 x iU Vent Blank, 9 x 2U Shelf, 2U Vent Blank, 3U Drawer. 2Gang Boxes, 1Gang Boxes, J-Hooks, Mud Rings Double & Single, Antenna Bracket for Barco	1	\$584.00	\$584.00
CABLE	CABLE	Cables Required for Installation: 1300' Shielded Cat-6, 700' Cat-6, 8 x 7' Cat-6 Cable, 100' 3Wire, 225' 2Wire, 75' 4Wire, 250' Shielded Speaker Cable, 300' RG8 Antenna Cable, 5 x 6' USB Cable, 14 x HDMI Cable, 4 x 6' Extron RS232 Cable, 4 x 7' Cat6 Cable, 2 x 2Opening Data Plate	1	\$848.00	\$848.00
EXTRON	60-1480-01	DA-2-4K HDMI DA to 2 HDMI Out	1	\$355.00	\$355.00
NETGEAR	AVB4230P-10000S	AVB LICENSE FOR M4250-26G4F-POE+	1	\$350.00	\$350.00
NETGEAR	GSM4230P-100NAS	M4250-26G4F-POE+ MANAGED SWITCH, AVB and Dante Capabilities, with 2 x Startech MA-SFP-1GB-TX SFP Module, 1GbE Transceiver	1	\$924.00	\$924.00
OGITECH	SHARE	Screen Share Device, USB to HDMI	1	\$322.00	\$322.00
LOGITECH	MK710	Wireless Keyboard and Mouse	1	\$91.00	\$91.00

Manufactuicia	Part of The Part	Desciption (1997)	'Q'Ly	Cost	ex. Cost
		Training Room 9			
EXTRON	60-1515-23	DTP CROSSPOINT 84 4K, Switcher and Controller	1	\$5,500.00	\$5,500.00
EXTRON	60-1824-10	DMP 64 PLUS, Audio Processing Mixer	1	\$1,368.00	\$1,368.00
EXTRON	60-1365-13	DTP T HWP 232D, 2 Gang Wall Plate, HDMI & Displayport Transmitter	3	\$555.00	\$1,665.00
EXTRON	60-1531-13	DTP R HWP 4K 231D, 1 Gang Wall Plate, HDMI Receiver	3	\$357.00	\$1,071.00
EXTRON	60-1271-12	DTP HDMI 4K 230 Tx, HDMI Extender o/Cat6 Transmitter	2	\$245.00	\$490.00
EXTRON	60-1271-13	DTP HDMI 4K 230 Rx, HDMI Extender o/Cat6 Transmitter	3	\$245.00	\$735.00
EXTRON	60-1566-03	TLP Pro 1025M, 10" Touch Panel	2	\$1,482.00	\$2,964.00
SAMSUNG	QE82T	82" Commercial Display	2	\$2,305.00	\$4,610.00
PREMIER MOUNTS	P4263F	42" to 63" Wall Mount. Flat	2	\$76.00	\$152.00
CHRISTIE	LWU755-DS	3LCD Laser Projector, 7550 Lumens	1	\$6,150.00	\$6,150.00
CHRISTIE	108-506102-XX	Custom Fit Projector Ceiling Mount	1	\$220.00	\$220.00
CHRISTIE	121-130105XX	Medium Zoom Lens	1	\$640.00	\$640.00
DALITE	29906LS	113" Diagonal Electric Recessed Ceiling Screen	1	\$3,261.00	\$3,261.00
BIAMP	SRC-20CX	Devio Conference Room System with Hub and 1 TCM-XEX Ceiling Microphone	1	\$1,775.00	\$1,775.00
BIAMP	PARLÉ™ TCM-X	Parlee Main Ceiling Microphone, Comes with Network Hub	1	\$650.00	\$650.00
BIAMP	SCX-400	Devio Conference Room Hub	1	\$1,925.00	\$1,925.00
EXTRON	60-1473-23	USB Extender Plus D Receiver	1	\$430.00	\$430.00
EXTRON	60-14-71-12	USB Extender Plus D Transmitter	1	\$350.00	\$350.00
EXTRON	60-953-02	SW4 USB PLUS USB Hub	1	\$450.00	\$450.00
EXTRON	60-1310-03	SF 26CT Ceiling Speakers, 64Watt per, 70Volt, White (PAIR).	5	\$255.00	\$1,275.00
BARCO	CSE-200+	Clickshare Wireless Audio/Video Device	1	\$1,325.00	\$1,325.00
VADDIO	999-99230-000W	Roboshot 30 USB PTZ Camera, White	1	\$3,000.00	\$3,000.00
VADDIO	535-2000-240W	Roboshot 30 PTZ Camera Mount, White	1	\$110.00	\$110.00
LIBERTY CABLE	DL-PLUSB3.1AAF-015M	Digilinx usb 3.0-2.0 Extender Cable, 15 Meters	1	\$316.00	\$316.00
LISTEN	LT-800-072-01	Stationary RF Transmitter (72 MHz)	1	\$588.00	\$588.00
LISTEN	LA-130 / LA-123	25' Remote Antenna Kit & 90-Degree Helical Antenna (72 MHz)	1	\$95.00	\$95.00
SHURE	ULXD124/85	Wireless Mic System with Body Pack and Lav Mic	1	\$1,241.00	\$1,241.00
EXTRON	42-266-01	Voicelift Pro Microphone EB Single, connected with an Extron IPCP	1	\$695.00	\$695.00
SHURE	UA505 / UA-8	Antenna Wall Mount Bracket and 1/2 Wave Antenna	2	\$50.00	\$100.00
FURMAN	PL-PRO DMC	20-amp power line conditioner and surge protector with voltmeter	1	\$370.00	\$370.00
LYNTEC	NPAC 120-4	Rack-Mount Panel Power Control with 120V 20A Relays	1	\$1,950.00	\$1,950.00
OWNER	OFCI	Owner Furnished UC PC	1	\$0.00	\$0.00

Total				\$54,211.00	\$61,703.00
ELECT	ELECT	Electrical Install From Local Source: 2 Monitor Outlets, Electrical for Screen, Ceiling Outlet for Projector	1	\$1,700.00	\$1,700.00
INSTALL	INSTALL	Installation of A/V Equipment and 2 x Network Runs from IDF	1	\$9,670.00	\$9,670.00
PROG	PROG	Equipment Programming, including Extron, Audio Process, Network	1	\$1,000.00	\$1,000.00
HARDWARE	HARDWARE	Hardware Required for Installation: Middle Atlantic Rack Accessories: 4 x 1U Blank, 3 x 1U Vent Blank, 3 x 2U Shelf, 4U Blank, 4U Drawer. 2Gang Boxes, 1Gang Boxes, J-Hooks, Mud Rings Double & Single, Antenna Bracket for Barco	1	\$972.00	\$972.00
CABLE	CABLE	Cables Required for Installation: 1300' Shielded Cat-6, 700' Cat-6, 8 x 7' Cat-6 Cable, 100' 3Wire, 225' 2Wire, 75' 4Wire, 250' Shielded Speaker Cable, 300' RG8 Antenna Cable, 5 x 6' USB Cable, 14 x HDMI Cable, 4 x 6' Extron RS232 Cable, 4 x 7' Cat6 Cable, 2 x 2Opening Data Plate	1	\$848.00	\$848.00
EXTRON	60-1480-01	DA-2-4K HDMI DA to 2 HDMI Out	1	\$355.00	\$355.00
NETGEAR	AVB4230P-10000S	AVB LICENSE FOR M4250-26G4F-POE+	1	\$350.00	\$350.00
NETGEAR	GSM4230P-100NAS	M4250-26G4F-POE+ MANAGED SWITCH, AVB and Dante Capabilities, with 2 x Startech MA-SFP-1GB-TX SFP Module, 1GbE Transceiver	1	\$924.00	\$924.00
LOGITECH	SHARE	Screen Share Device, USB to HDMI	1	\$322.00	\$322.00
LOGITECH	MK710	Wireless Keyboard and Mouse	1	\$91.00	\$91.00

Manufacture:	Part	Description	(Cusy	Cost	₩xt, Cost
		Conference Room			
EXTRON	60-1238-86	IN1608 xi IPCP MA 70, 16 Input x 8 Output HDMI Switcher, Controller, 70Volt Amp @ 100watts	1	\$2,468.00	\$2,468.00
EXTRON	60-1824-10	DMP 64 PLUS, Audio Processing Mixer	1	\$1,368.00	\$1,368.00
EXTRON	60-1365-13	DTP T HWP 232D, 2 Gang Wall Plate, HDMI & Displayport Transmitter	1	\$555.00	\$555.00
EXTRON	60-1531-13	DTP R HWP 4K 231D, 1 Gang Wall Plate, HDMI Receiver	1	\$357.00	\$357.00
EXTRON	60-1271-12	DTP HDMI 4K 230 Tx, HDMI Extender o/Cat6 Transmitter	1	\$245.00	\$245.00
EXTRON	60-1271-13	DTP HDMI 4K 230 Rx, HDMI Extender o/Cat6 Transmitter	1	\$245.00	\$245.00
RDL	DD-BN2ML	2 x 2 Wall-Mounted Bi-Directional Mic/Line Dante Interface (White)	1	\$550.00	\$550.00
SAMSUNG	QE82T	82" Commercial Display	1	\$2,405.00	\$2,405.00
PREMIER MOUNTS	P4263F	42" to 63" Wall Mount. Flat	1	\$76.00	\$76.00
EXTRON	60-1310-03	SF 26CT Ceiling Speakers, 64Watt per, 70Volt, White (PAIR)	2	\$255.00	\$510.00
BARCO	CSE-200+	Clickshare Wireless Audio/Video Device	1	\$1,325.00	\$1,325.00
LIBERTY CABLE	DL-PLUSB3.1AAF-015M	Digilinx usb 3.0-2.0 Extender Cable, 15 Meters	1	\$316.00	\$316.00
EXTRON	60-1795-01	Network Button Panel with 10 Buttons	1	\$433.00	\$433.00
LOGITECH	960-001226	4K PTZ Conference Camera, USB	1	\$1,602.00	\$1,602.00
SHURE STEM AUDIO	WALL1	Wall Conference-Room Speakerphone	1	\$1,025.00	\$1,025.00
LYNTEC	NPAC 120-4	Rack-Mount Panel Power Control with 120V 20A Relays	1	\$2,000.00	\$2,000.00
OWNER	OFCI	Owner Furnished UC Software PC	1	\$0.00	\$0.00
LOGITECH	MK710	Wireless Keyboard and Mouse	1	\$91.00	\$91.00
LOGITECH	SHARE	Screen Share Device, USB to HDMI	1	\$322.00	\$322.00
NETGEAR	GSM4230P-100NAS	M4250-26G4F-POE+ MANAGED SWITCH, AVB and Dante Capabilities, with 2 x Startech MA-SFP-1GB-TX SFP Module, 1GbE Transceiver	1	\$924.00	\$924.00
NETGEAR	AVB4230P-10000S	AVB LICENSE FOR M4250-26G4F-POE+	1	\$350.00	\$350.00
LOWELL	LCR1216	Credenza Rackwith 16" Depth, 12 Space	1	\$400.00	\$400.00
CABLE	CABLE	Cables Required for Installation: 200' Shielded Cat-6, 500' Cat-6, 5 x 7' Cat-6 Cable, 25' Cat-6 Cable, 150' Shielded Speaker Cable, 150' RG6 Antenna Cable, 2 x 6' USB Cable, 9 x HDMI Cable, 2 x 6' Extron RS232 Cable, 2 x 7' Cat6 Cable, 2Opening Data Plate	1	\$405.00	\$405.00
HARDWARE	HARDWARE	Hardware Required for Installation: Middle Atlantic Rack Accessories: 2 x 1U Vent Blank, 2 x 2U Shelf. 2Gang Boxes, 1Gang Boxes, J-Hooks, Mud Rings Double & Single	1	\$169.00	\$169.00
PROG	PROG	Equipment Programming, including Extron, Audio Process, Network	1	\$1,200.00	\$1,200.00
INSTALL	INSTALL	Installation of A/V Equipment and 2 x Network Runs from IDF	1	\$4,950.00	\$4,950.00
Total			/ * - / -	\$24,036.00	\$24,291.00

Mahulacture	Part A A	Desription	(Cay	COM	Ext Cost
		IDF Room			
EXTRON	60-1496-21	DXP 168 HD 4K PLUS 16x8 4K/60 HDMI with 4 Audio Outputs	1	\$7,794.00	\$7,794.00
EXTRON	60-1271-13	DTP HDMI 4K 230 Rx, HDMI Extender o/Cat6 Transmitter	3	\$288.00	\$864.00
EXTRON	60-1271-12	DTP HDMI 4K 230 Tx, HDMI Extender o/Cat6 Transmitter	7	\$288.00	\$2,016.00
EXTRON	60-1913-01	IPCP Pro 550xi Control Processor	2	\$2,274.00	\$4,548.00
EXTRON	60-1566-03	TLP Pro 1025M, 10" Touch Panel	1	\$1,674.00	\$1,674.00
EXTRON	70-1137-12	RM6 Rack Mount Kit for TLP Pro 1025M	1	\$95.00	\$95.00
MERAKI-Cisco	MS120-24P-HW	Network Switch, 24Port with POE, 2 x Startech MA-SFP-1GB-TX SFP Module, 1GbE Transceiver	1	\$2,100.00	\$2,100.00
MERAKI-Cisco	LIC-MS120-24P-1YR	MERAKI MS120-24P Enterprise License and 1Yr Support	1	\$100.00	\$100.00
NETGEAR	GSM4230P-100NAS	M4250-26G4F-POE+ MANAGED SWITCH, AVB and Dante Capabilities, with 2 x Startech MA-SFP-1GB-TX SFP Module, 1GbE Transceiver	1	\$924.00	\$924.00
NETGEAR	AVB4230P-10000S	AVB LICENSE FOR M4250-26G4F-POE+	1	\$350.00	\$350.00
OWNER	OFCI	Owner Furnished Cable Box	7_	\$0.00	\$0.00
CABLE	CABLE	Cables Required for Installation: 100' Shielded Cat-6, 700' Cat-6, 23 x 7' Cat-6 Cable, 10' Cat6 Cable, 100' 3Wire, 2 x 6' USB Cable, 17 x HDMI Cable, 10 x 6' Extron RS232 Cable, 16 x PANDUIT Mini-Com Cat.6 Modules Blue CJ688TGBU	1	\$529.00	\$529.00
HARDWARE	HARDWARE	Hardware Required for Installation: 2Gang Boxe, 1Gang Boxes, J-Hooks, Mud Rings Double & Single, Antenna Bracket for Barco.	1	\$20.00	\$20.00
PANDUIT	CP24688BL	24Port Cart-6 Patch Panel	1	\$415.00	\$415.00
PROG	PROG	Equipment Programming, including Extron, Audio Process, Network	1	\$2,800.00	\$2,800.00
INSTALL	INSTALL	Installation of A/V Equipment and 2 x Network Runs from IDF	1	\$1,950.00	\$1,950.00
PERMITS/FEES/BONDS	P-F-B	Permits, Fees, and Bonds paid	1	\$6,333.45	\$6,333.45
Total		*		\$27,934.45	\$32,512.45

Manufacturer	Part Trible	Desrintion	(QLy	Cost	Ext. Cost
		Break Room			
EXTRON	60-1365-13	DTP T HWP 232D, 2 Gang Wall Plate, HDMI & Displayport Transmitter	1	\$555.00	\$555.00
EXTRON	60-1531-13	DTP R HWP 4K 231D, 1 Gang Wall Plate, HDMI Receiver	2	\$357.00	\$714.00
OFCI	OFCI	Owner Furnished 65" Monitor	1	\$0.00	\$0.00
CHIEF	TS525TU	Thinstall Swing Arm Wall Mount for 37 to 58" Monitor	1	\$445.00	\$445.00
BARCO	CSE-200+	Clickshare Wireless Audio/Video Device	1	\$1,325.00	\$1,325.00
EXTRON	60-1795-01	Network Button Panel with 10 Buttons	1	\$433.00	\$433.00
CABLE	CABLE	Cables Required for Installation: 3 x 100' Shielded Cat6 Cable, 3 x 100' Cat6 Cable, 3 x 6' HDMI Cable, 6' Extron RS232 Cable, 2 x 7' Cat6 Cable, 2Opening Data Plate	1	\$200.00	\$200.00
HARDWARE	HARDWARE	Hardware Required for Installation: 2Gang Boxes, 1Gang Boxes, J-Hooks, Mud Rings Double & Single, Antenna Bracket for Barco	1	\$20.00	\$20.00
PROG	PROG	Equipment Programming, including Extron, Audio Process, Network	1	\$500.00	\$500.00
INSTALL	INSTALL	Installation of A/V Equipment and 2 x Network Runs from IDF	1	\$2,900.00	\$2,900.00
ELECT	ELECT	Electrical Install From Local Source: 1 Monitor Outlet	1	\$400.00	\$400.00
Total				\$7,135.00	\$7,492.00

Manufacture:	ر الم	Desription	CLY	<u>Cos</u>	Ext Cost-
		Logistics			
EXTRON	60-1365-13	DTP T HWP 232D, 2 Gang Wall Plate, HDMI & Displayport Transmitter	1	\$555.00	\$555.00
EXTRON	60-1531-13	DTP R HWP 4K 231D, 1 Gang Wall Plate, HDMI Receiver	2	\$357.00	\$714.00
SAMSUNG	QE82T	82" Commercial Display	1	\$2,405.00	\$2,405.00
CHIEF	TS525TU	Thinstall Swing Arm Wall Mount for 37 to 58" Monitor	1	\$445.00	\$445.00
BARCO	CSE-200+	Clickshare Wireless Audio/Video Device	1	\$1,325.00	\$1,325.00
EXTRON	60-1795-01	Network Button Panel with 10 Buttons	1	\$433.00	\$433.00
CABLE	CABLE	Cables Required for Installation: 3 x 100' Shielded Cat6 Cable, 3 x 100' Cat6 Cable, 3 x 6' HDMI Cable, 6' Extron RS232 Cable, 2 x 7' Cat6 Cable, 2Opening Data Plate	1	\$200.00	\$200.00
HARDWARE	HARDWARE	Hardware Required for Installation: 2Gang Boxe, 1Gang Boxes, J-Hooks, Mud Rings Double & Single, Antenna Bracket for Barco	1	\$20.00	\$20.00
PROG	PROG	Equipment Programming, including Extron, Audio Process, Network	1	\$500.00	\$500.00
INSTALL	INSTALL	Installation of A/V Equipment and 2 x Network Runs from IDF	1	\$1,800.00	\$1,800.00
Total				\$8,040.00	\$8,397.00

Manufacturer:	Part William	Destibution	Qtay	(Go)	Ext. Cost
		Lobby			
EXTRON	60-1365-13	DTP T HWP 232D, 2 Gang Wall Plate, HDMI & Displayport Transmitter	1	\$555.00	\$555.00
EXTRON	60-1531-13	DTP R HWP 4K 231D, 1 Gang Wall Plate, HDMI Receiver	2	\$357.00	\$714.00
BARCO	CSE-200+	Clickshare Wireless Audio/Video Device	1	\$1,325.00	\$1,325.00
EXTRON	60-1795-01	Network Button Panel with 10 Buttons	1	\$433.00	\$433.00
SAMSUNG	QM65R	65" Commercial Display	1	\$1,565.00	\$1,565.00
PREMIER MOUNTS	P4263F	42" to 63" Wall Mount. Flat	1	\$76.00	\$76.00
EXTRON	60-1480-01	DA-2-4K HDMI DA to 2 HDMI Out	1	\$355.00	\$355.00
CABLE	CABLE	Cables Required for Installation: 3 x 100' Shielded Cat6 Cable, 3 x 100' Cat6 Cable, 3 x 6' HDMI Cable, 6' Extron RS232 Cable, 2 x 7' Cat6 Cable, 2Opening Data Plate	1	\$200.00	\$200.00
HARDWARE	HARDWARE	Hardware Required for Installation: 2Gang Boxe, 1Gang Boxes, J-Hooks, Mud Rings Double & Single, Antenna Bracket for Barco	1	\$20.00	\$20.00
PROG	PROG	Equipment Programming, including Extron, Audio Process, Network	1	\$500.00	\$500.00
INSTALL	INSTALL	Installation of A/V Equipment and 2 x Network Runs from IDF	1	\$2,900.00	\$2,900.00
ELECT	ELECT	Electrical Install From Local Source: 1 Monitor Outlet	1	\$400.00	\$400.00
Total				\$8,686.00	\$9,043.00

Manufacturer _	Part	Description,	Qty.	Cos .	Ext. Cost
		Chief's Office			
EXTRON	60-1531-13	DTP R HWP 4K 231D, 1 Gang Wall Plate, HDMI Receiver	1	\$357.00	\$357.00
BARCO	CSE-200+	Clickshare Wireless Audio/Video Device	1	\$1,325.00	\$1,325.00
EXTRON	60-1795-01	Network Button Panel with 10 Buttons	1	\$433.00	\$433.00
OFCI	OFCI	Owner Furnished 65" Monitor	1	\$0.00	\$0.00
PREMIER MOUNTS	P4263F	42" to 63" Wall Mount. Flat	1	\$76.00	\$76.00
CABLE	CABLE	Cables Required for Installation: 1 x 50' Shielded Cat6 Cable, 3 x 50' Cat6 Cable, 2 x 6' HDMI Cable, 6' Extron RS232 Cable, 2 x 7' Cat6 Cable, 2Opening Data Plate	1	\$105.00	\$105.00
HARDWARE	HARDWARE	Hardware Required for Installation: 2Gang Boxe, 1Gang Boxes, J-Hooks, Mud Rings Double & Single, Antenna Bracket for Barco	1	\$20.00	\$20.00
PROG	PROG	Equipment Programming, including Extron, Audio Process, Network	1	\$500.00	\$500.00
INSTALL	INSTALL	Installation of A/V Equipment and 2 x Network Runs from IDF	1	\$1,800.00	\$1,800.00
Total	•			\$4,616.00	\$4,616.00

.

3K: PROJECT APPROACH AND TIMELINE

Failure to provide the information requested below may result in the bid being deemed non-responsive:

- 1. Submit a Rough Construction Schedule. This will be the basis for the approved Construction Schedule.
- a) Depending on ARO: Possible start date, September 1st. Start with Room 8 Electrical and Screen Installation, 2 days. September 2nd. run cables from IDF Room, 2 days. September 6th and 7th install A/V Equipment in Room. September 7th start Programming & complete room on the 8th.
- b) September 8th start Room 9, same amount of days for install, complete on the 15th.
- c) September 15th start Conf. Room, complete on the 20th.
- d) September 20th start IDF and complete on the 22th.
- e) September 22 start Lobby and complete on the 28th.
- f) September 28th start Break Room and complete on the October 4th.
- g) October 4th start Logistics and complete on the 7th.
- h) October 7th start Chief's Office and complete on the 10th.
- 2. Submit a Rough Schedule of Values, including mobilization and field office costs, in a format consistent with AIA Document G703 1992. This will be the basis for the approved Schedule of Values.

See attached AIA Document

- 3. Submit a narrative explanation of the proposed Construction Schedule and Schedule of Values. The narrative should include project phases and major project milestones.
- Depending on ARO: Possible start date, September 1st.
- a) Room 8: Electrical and Screen Installation, 2 days @ \$3970.00. September 2nd. run cables from IDF Room, (2 days)
- @ \$2000.00 September 6th resume and complete Room 8 on 6th & 7th (2 days) @ \$5000.00, install A/V Equipment in Room. In room Programming can start on the 7th and complete on the 8th (2 days) @ 2800.00. Total Labor \$13,770.00
- b) September 8th start Room 9, same amount of days for install, complete on the 15th. (6 days) Total Labor \$13,770.00 c) September 15th start Conf. Room by running Cable to IDF and Rack (1 day) @ \$800.00. September 16th install A/V
- Equipment In room (2 Days) @ \$4150.00. Programming can start on the 17th and complete on the 20th (2 days) @ \$1200.00. Total Labor \$6,150.00
- d) September 20th start IDF installtion A/V Equipment In room (2 Days) @ \$1950.00. Programming can start on the 21st and complete on the 22nd (2 days) @ \$2800.00. Total Labor \$4,750.00
- e) September 22 start Lobby installation of Elecectrical (1 day) @ \$400.00. September 23rd run Cable to IDF (1 day) @ \$1100.00. September 24th install A/V Equipment In room (2 Days) @ \$1800.00. Programming can start on the 27th and complete on the 28th (2 days) @ \$500.00. Total Labor \$4,000.00
- f) September 28 start Break Room installation of Elecectrical (1 day) @ \$400.00. September 29th run Cable to IDF (1 day) @ \$1100.00. September 30th install A/V Equipment In room (2 Days) @ \$1800.00. Programming can start on October 1st and complete on the 4th (2 days) @ \$500.00. Total Labor \$4,000.00
- g) October 4th start Logistics and run Cable to IDF (1 day) @ \$1000.00. October 5th install A/V Equipment In room (2 Days) @ \$800.00. Programming can start on October 6th and complete on the 7th (2 days) @ \$500.00. Total Labor \$2,300.00
- h) October 7th start Chief's Office and run Cable to IDF (1 day) @ \$1000.00. October 8th install A/V Equipment In room (2 Days) @ \$800.00. Programming can start on October 9th and complete on the 10th (2 days) @ \$500.00. Total Labor \$2,300.00

Note: Programming takes longer then 2 days per room. Program creation is actually started at our facility, usually 2 days per Room.

The cost per day is predicated on the number of Technicians involved in process.

APPLICATION AND CERTIFICATE FOR PAYMENT

JEC Integration Systems

SUBCONTRACTOR: N/A

PROJECT:

5032 Meadow Wood Ave Lakewood, CA. 90712

ARCHITE N/A

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OW	ADDITION	DEDUCTION		
APPROVED THIS MONTH				_
NUMBER	DATE APPROVED	1		
		s .	S	
NET CHANGE BY CHANGE ORDE	TOTALS	5	S	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR:

BY: Walter J Murdock

DATE: 8/6/2021

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge. information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. AIA DOCUMENT G702

APPLICATION #: 0001

DISTRIBUTION TO: OC Fire Authority

CONTRACTOR: JEC Integration Systems

PERIOD TO: OWNER:

ARCHITECT'S: N/A ARCHITECT: N/A

PROJECT NO: RO2499

CONTRACT TBD DATE:

CONTRACT FOR: A/V Equipment & Install

Application is much for l'ayment, as shown below, in conne	ection with the Contracts			
Continuation Sheet, AIA Document G703, is attached. 1.ORIGINAL CONTRACT SUM	\$211,294.45			
2.NET CHANGE BY CHANGE ORDERS	_			
3.CONTRACT SUM TO DATE	(Line ! + 2)	\$211 294 45		
4.TOTAL COMPLETED & STORED TO DATE	(Column G on G703)			
5.RETAINAGE:				
A. 10% COMPLETED (Column D + É on G703)	WORK			
B. 0% STORED MAT	L			
(Column F on G703)				
Total Retaining (Line 5a + Line 5b or Total Column 1 of G7				
6.TOTAL EARNED LESS RETAINAGE	(Line 4 - Line 6)			
7.LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)				
8.CURRENT PAYMENT DUE				
9.BALANCE TO FINISH, PLUS RETAINAGE	(Line 3 - Line 6)	\$211,294.45		
STATE OF: California COUNTY OP: L				
SUBSCRIBED AND SWORN TO BEFORE ME T	HIS			
DAY OF				
NOTARY PUBLIC:				
MY COMMISSION EXPIRES;				
AMMOUNT CERTIFIED:				
(Attach explanation of amount certifed diffe effron the tano	unt applied for)			
ARCHITECT:				

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor numed herein, Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, Containing Contractor's signed Certification attracted In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainings for line items may apply

APPLICATION NO: 0001 APPLICATION DATE: 8/6/2021 PERIOD TO: TBD ARCHITECT'S: N/A PROJECT NO: RO2499

Α	В	С	D	E	F	G	y	Н	
ITE M NO.	DESCRIPTION OF WORK SCHEDULED VALUE		WORK COMPLETED FROM PREVIOUS THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN	TOTAL COMPLETED % AND STORED TO (G + (RETAINAGE 10.000
			APPLICATION (DGE)		D OOR E)	DATE (D + E + F)		(C - G)	
01	Installation Cable Runs Room 8	2,000.00						2,000.00	
02	Installation AV Equipment Room 8	5,000.00						5,000.00	
03	Electrical Installation & Screen Install Roon	3,970.00						3,970.00	
04	Programming AV Equipment Room 8	2,800.00					1	2,800.00	
05	Installation Cable Runs Room 9	2,000.00						2,000.00	
1)6	Installation AV Equipment Room 9	5,000.00						5,000.00	
07	Electrical Installation & Screen Install Roon	3,970.00						3,970.00	
800	Programming AV Equipment Room 9	1,000.00						1,000.00	
09	Installation Cable Runs Conference Room	800.00						800.00	
10	Installation AV Equipment Conf. Room	4,150.00						4,150.00	
110	Programming AV Equipment Conf. Room	1,200.00						1,200.00	
112	Installation Cable Runs IDF	900.00						900.00	
13	Installation AV Equipment IDF	1,050.00					JE 20	1,050.00	
114	Programming AV Equipment IDF	2,800.00						2,800.00	
115	Installation Cable Runs Break Room	1,500.00						1,500.00	
116	Installation AV Equipment Break Room	1,400.00						1,400.00	
117	Electrical Installation Break Room	400.00						400.00	
118	Programming AV Equipment Break Room	500.00						500.00	
119	Installation Cable Runs Logistics	900.00						900.00	
20	Installation AV Equipment Logistics	900.00						900.00	
121	Programming AV Equipment Logistics	500.00					1	500.00	
122	Installation Cable Runs Lobby	1,100.00						1,100.00	
123	Installation AV Equipment Lobby	1,600.00						1,600.00	
24	Electrical Installation Lobby	400.00						400.00	
25	Programming AV Equipment Lobby	500.00						500.00	
126	Installation Cable Runs Chief's Office	900.00						900.00	
127	Installation AV Equipment Chief's Office	900.00						900.00	
)28	Programming AV Equipment Chief's	500.00						500.00	
129									
130					V				
180					/				
132									
	TOTAL	48,640.00						48,640.00	

3L: LIST OF PROJECT REFERENCES

The Bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform a similar scope of construction work for other public agencies. The information provided below may be used to determine whether the bid is submitted by a "responsible bidder" for purposes of the Public Contract Code, as stated this IFB document. The OCFA expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar projects of substantially the same type of work in a timely or satisfactory manner. **Failure to provide the requested information may cause your bid to be rejected as non-responsive.**

- 1. Submit the following information for three public agencies for which the Bidder has performed similar work within the past three (3) years: **Please see attached for References on our Letterhead**
 - a) Agency Name
 - b) Address
 - c) Contact Name and Title
 - d) Telephone Number
 - e) Email Address
 - f) Project Name
 - g) Project Value
 - h) Description of Scope of Work
- 2. References will be asked the following information:
 - a) Did the Contractor perform the work as agreed?
 - b) Did the Contractor perform the work within the allocated time frame?
 - c) Were you satisfied with the Contractor's performance
 - d) Would you recommend the Contractor for a future contract?
 - e) Did you have easy accessibility to the Contractor?

Please see attached for References on our Letterhead



Audio Visual System Design and Installation

Volume 16: <u>Past Performance</u>: (Qualifications and References) **Past Performance**

#1

Name of the Organization that will be providing the reference:

American University of Health Sciences

Name of the Point of Contact (POC):

Don Jayathilake #

POC Address:

1600 Hill St. Signal Hill, CA. 90755

POC Telephone Number:

562.988.2278 ex 2009

POC Fax Number:

562.988.1791

POC Email address:

djayathilake@auhs.edu

Contract Number:

003551

Period of Performance:

June 2021

Project Dollar Amount:

\$344,000.00

Description of goods/services rendered:

Multimedia Presentation Equipment. Including: Polycom Video Conferencing Systems with Ceiling Mics, Crestron Control Systems, Sound Systems, Equipment Lecterns, A/V Switching, Large Thin Displays. Supply, Installation, and Programming of six Large Classrooms

#2

Name of the Organization that will be providing the reference:

LA County Dept Public Social Services

Name of the Point of Contact (POC):

Rachid Ameur

POC Address:

12860 Crossroads PKWY S, City of Industry CA. 91746

POC Telephone Number:

(562) 908-8568

POC Fax Number:

(562) 908-8589

POC Email address:

RachidAmeur@dpss.lacounty.gov

Contract Number:

PO-SS-13324197-1

Period of Performance:

February 2021

Project Dollar Amount:

\$374,000.00

Description of goods/services rendered:

Multimedia Presentation Equipment. Including: Polycom Video Conferencing Systems with Carts, Crestron Control Systems, Sound Systems, Equipment Racks, A/V Switching, Large Thin Displays. Supply, Installation, and Programming

#3

Name of the Organization that will be providing the reference:

LA County Sanitation Districts

Name of the Point of Contact (POC):

Normand Parayno

POC Address:

955 Workman Mill Rd. Whittier, CA 90601

POC Telephone Number:

562-908-4288 ext. 2945

POC Fax Number:

562-695-6756

POC Email address:

nparayno@lacsd.org

Contract Number:

113232804

Period of Performance:

December 2020

Project Dollar Amount:

\$58,000.00

Description of goods/services rendered:

3 Rooms Multimedia Presentation Equipment. Including: Web Conferencing System, Sound Systems, Equipment Rack, A/V Switching, LCD Displays and Projectors. Supply, Installation, and Programming

#4

Name of the Organization that will be providing the reference:

City of Santa Monica

Name of the Point of Contact (POC):

Abel Platero or Yvonne Varela

POC Address:

1685 Main St. Santa Monica, CA 90401

POC Telephone Number:

(310) 458-2201 ext. 5774 or 310.458.8381 45%

POC Fax Number:

POC Email address:

Abel.Platero@SMGOV.NET or vvonne.varela@smgov.net

Contract Number:

Extended Contract 56266-OR

Period of Performance:

October 2020

Project Dollar Amount:

\$175,000.00

Description of goods/services rendered:

Provide Audio Visual Equipment and Installation. Monitors, Crestron Video Web Conferencing, complete Sound Systems with Audio Processors, Crestron Equipment and Programming, Projectors & Screens

3M: QUALIFICATIONS QUESTIONNAIRE

The information and documents provided below may be used to determine the responsibility of Bidder's submittal, as stated in Section 33 of this IFB document. **Failure to provide the requested information may cause your bid to be rejected as non-responsive**.

- 1. Provide the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:
 - Please see attached Letterhead list
- 2. Provide the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal.

None

- 3. Provide all current and prior DBA's, aliases, and fictitious business names for any principal having an interest in this proposal.
 - **JEC Integration Systems, JM Integration Systems**
- 4. For each violation of labor law determined by any Federal, State or local agency to have been committed by the Bidder or any principal having an interest in this proposal, identify any measures that have been imposed by, or agreed upon with, the Federal, State or local agency as punishment for past violations or to prevent future violations.

N/A None to report

5. State the title and date, and attach a copy of, each written threat, bid depository, claim, lawsuit, discipline or other written action by the Contractor State License Board against the Bidder or any principal having an interest in this proposal.

N/A None to report

6. Identify the following information about each claim asserted against the Bidder or any principal having an interest in this proposal relating to industrial safety within the past eight (8) years: name of the agency/entity asserting the claim; the date of the claim; the date of the alleged violation giving rise to the claim; the claim number, if any. Attach a copy of the claim.

N/A None to report

- 7. Has the Bidder or any principal having an interest in this proposal been disqualified from bidding on, or from finishing, any other public works project in the past 8 years? If so, for each such disqualification, identify: who was disqualified; which public agency disqualified; the date of the disqualification; the alleged basis for the disqualification;
 No
- 8. Has the Bidder or any principal having an interest in this proposal: (a) filed (voluntarily or involuntarily) for bankruptcy protection; (b) been sued or arbitrated a dispute; been involved in a contract termination involving a public works project; or (c) failed to complete work required by a construction contract? If so, provide detailed information.

 No

INO

- 9. Please submit an attachment detailing the following information about all current projects:
 - a) Project Name Please see attached for Letterhead list
 - b) Description of Bidder's Work
 - c) Completion Date
 - d) Project Cost

PARTY DISCLOSURE FORM

Party's Name:	Apploon, The Murdock Corportation
Party's Address: _	5032 Meadow Wood Ave.
_	Lakewood, CA. 90712
Party's Telephone:	949-759-9487
Solicitation Title and	Number: <u>Audio/Visual Systems Upgrades</u> at OCFA USAR <u>Warehouse</u> , RO2499
	disclosure information provided, are you or your firm subject to party disclosures the box and sign below. Yes If yes, check the box, sign below and complete the
Date: 08/06/202	1 Matter 1/ Mundall
	Signature of Party and/or Agent
	only if campaign contributions have been made in the preceding twelve (12) Iditional copies if needed.
	o whom you and/or your agent made campaign contributions and dates of e preceding 12 months:
Name of Member:	
Name of Contribut	or (if other than Party):
Date(s):	
Amount(s):	
Name of Member:	
Name of Contribut	tor (if other than Party):
Date(s):	
Amount(s):	

PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm Name:	Apploon, The Murdock Corporation DBA: JEC Integration Systems
Party's Name:	Apploon, The Murdock Corporation DBA: JEC Integration Systems
Party's Address:	5032 Meadow Wood Ave.
_	Lakewood, CA. 90712
Party's Telephone:	949-759-9487
Based on the participal disclosures?	Number: Audio/Visual Systems Upgrades AT OCFA USAR Warehouse pant disclosure information provided, are you or your firm subject to participant the box and sign below. Yes If yes, check the box, sign below and complete the Signature of Party and/or Agent
_	Signature of Party and/or Agent
months. Attach add Board Member(s) to contribution(s) in the Name of Board	only if campaign contributions have been made in the preceding twelve (12) ditional copies if needed. whom you and/or your agent made campaign contributions and dates of expreceding 12 months:
Member:	N/A
Name of Contribute	or (if other than Party):
Date(s):	
Amount(s):	
Name of Board Member:	
Name of Contribute	or (if other than Party):
Date(s):	
Amount(s):	

Printed on: 1/26/2020 10:09:57 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov



Office of Small Business & DVBE Services

Certification ID: 2008639

Legal Business Name:

Apploon, The Murdock Corporation

Doing Business As (DBA) Name 1:

JEC Integration Systems

Doing Business As (DBA) Name 2:

Address:

5032 Meadow Wood AVE

LAKEWOOD

CA 90712-1242

Email Address:

wmurdock@jecintegration.com

Business Web Page:

www.jecintegration.com

Business Phone Number:

949/759-9487

Business Fax Number:

949/759-9485

Business Types:

Construction, Non-Manufacturer, Service

 Certification Type
 Status
 From
 To

 SB(Micro)
 Approved
 12/17/2019
 12/31/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at <u>CaleProcure.CA.GOV</u>

Questions?

Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

APPLOON THE MURDOCK CORPORATION dba J E C INTEGRATION SYSTEMS

License Number 920896

to engage in the business or act in the capacity of a contractor in the following classifications:

C-7 - LOW VOLTAGE SYSTEMS C10 - ELECTRICAL

Witness my hand and seal this day,

June 4, 2018

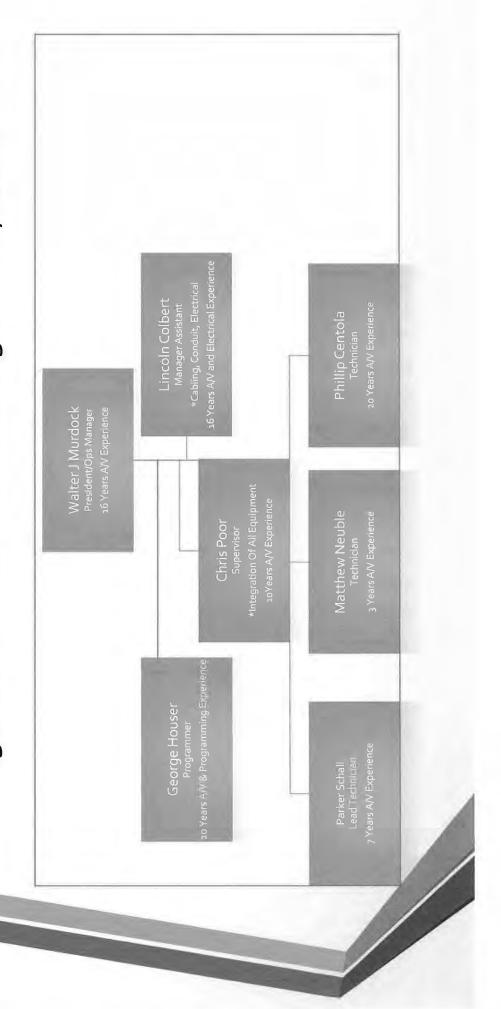
Issued August 18, 2008

Kevin J. Albanese, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

Organization Chart for JEC Integration Systems



Certificate of Completion

Presented to:

Walter Murdock

For successful completion of requirements for and attaining the title of



On this Date April 09, 2021

Director of Education and Training



President



Department of Industrial Relations (https://r.ca.gov/)

Contractor Information

Registration History

	E	ffective Date	Expiration Date
Legal Entity Name	_		ш.р
APPLOON, THE MURDOCK CORPORATION	0	06/14/18	06/30/19
Legal Entity Type			
Corporation	0	06/19/17	06/30/18
Status		7.01.116	06/20/17
Active)7/01/16 -:	06/30/17
Registration Number	Back to DIR>> (https://www	w.uir.ca.gov/ 12/31/15	/) 06/30/16
1000014293		12/31/13	00/30/10
Registration effective date	0	3/06/15	06/30/15
07/01/19			Territoria de la constanta de
Registration expiration date	0	07/01/19	06/30/22
06/30/22			

Mailing Address

5032 MEADOW WOOD AVE LAKEWOOD 90712 CA Uni...

Physical Address

5032 MEADOW WOOD AVE LAKEWOOD 90712 CA Uni...

Email Address

wmurdock@jecintegration.com

Trade Name/DBA

JEC INTEGRATION SYSTEMS

License Number (s)

CSLB:920896

Legal Entity Information

25762733 **Corporation Entity Number: Federal Employment Identification Number:** 562516144

President Name: WALTER J. MURDOCK **Vice President Name:** WALTER J. MURDOCK

4A: TRANSMITTAL PAGE TWO - BID AWARD DOCUMENTS

TO:	Orange County Fire Authority								
FROM:	Apploon, The Murdock Corporation DBA: JEC Integration Systems								
		(Legal Name of Contract	itor)						
PROJECT:	RO2499 – AUDIO/VISUAL SYSTEMS UPGRADES AT USAR WAREHOUSE								
	ONTRACTOR'S C Contractor is requir	HECKLIST: red to provide the following documen	ts:						
	Page (Exhibit	✓ Award Certifications (Exhibit 4D)	☐∕Signed Agreement (Exhibit 4F)						
Performance Bond (Exhibit 4B) W9 (Exhibit 4E)									
☐ Payment B	ond (Exhibit 4C)	☐/Insurance Certificates							
satisfactory to option, consider the sum stated	w acknowledges the OCFA within four the Contractor to	nat, should the Contractor fail to provide the days of the issuance of the North have has abandoned the agreemend shall be due immediately. R:	otice of Award, OCFA may, at its						
PRINTED NA		/ TITLE:	President						

4D: AWARD CERTIFICATIONS

Prevailing Wage:

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Workers' Compensation:

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract. CA Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways: (1) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state; (2) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees. I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract.

Legal Name of Contractor:	Apploon, the Murdock Corporation. DBA: JEC Integration Systems
Signature:	the I. Murdan
Printed Name:	Walter J Murdock

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; d	o not leave this line blank.							
	Apploon, The Murdock Corporation								
	2 Business name/disregarded entity name, if different from above								
	JEC Integration Systems								
page 3.	Check appropriate box for federal tax classification of the person whose nar following seven boxes.	certa	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
C	☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation	Partnership	☐ Trust/es	state				,	
. E	single-member LLC				Exem	pt paye	e code (if any)	
불충	Limited liability company. Enter the tax classification (C=C corporation, S	=S corporation, P=Partners	ship) ►						
Print or type. Specific Instructions on page 3.	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax points is disregarded from the owner should check the appropriate box for the temperature.	rom the owner unless the ovourposes. Otherwise, a single	wner of the Li le-member Li	LC is		ption fro (if any)	om FAT	CA rep	orting
5	Other (see instructions) ▶				(Applies	to accoun	ts mainteir	ed outsid	the U.S.)
S	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's	name a	nd add	iress (o	otional)		
8	5032 Meadow Wood Ave								
	6 City, state, and ZIP code								
	Lakewood, CA. 90712								
	7 List account number(s) here (optional)								
Far	Taxpayer Identification Number (TIN)								
	your TIN in the appropriate box. The TIN provided must match the nan			cial sec	urity r	umber			
	up withholding. For individuals, this is generally your social security nuner ant alien, sole proprietor, or disregarded entity, see the instructions for		or a						
	es, it is your employer identification number (EIN). If you do not have a r		a		_				
TIN, I		J-1	or		_				
	: If the account is in more than one name, see the instructions for line 1	. Also see What Name a	and Em	ployer	identi	ication	numbe	r	
Numl	ber To Give the Requester for guidelines on whose number to enter.		-						
			5	6			11		
Par	t II Certification								
Unde	r penalties of perjury, I certify that:								
2. I ai Se	e number shown on this form is my correct taxpayer identification numl m not subject to backup withholding because: (a) I am exempt from bar rvice (IRS) that I am subject to backup withholding as a result of a failur longer subject to backup withholding; and	ckup withholding, or (b)	I have not b	een n	otified	by the	Intern		
3. I ar	m a U.S. citizen or other U.S. person (defined below); and								
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exemp	pt from FATCA reporting	g is correct.						
you h acqui	iication instructions. You must cross out item 2 above if you have been no ave failed to report all interest and dividends on your tax return. For real es- sition or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification, because the certification.	tate transactions, item 2 ons to an individual retire	does not ap	ply. Fo ement	r mort (IRA),	gage in	terest penerally	oaid, , paym	ents
Sign Here		D	ate ► O	9-0	24	-21			
	neral Instructions	 Form 1099-DIV (divifunds) 	idends, incl	uding	those	from s	tocks	or mut	ual
Section	on references are to the Internal Revenue Code unless otherwise	•							
		 Form 1099-MISC (v. proceeds) 	arious type:	s of inc	come,	prizes	, awar	ds, or	gross
relate			c or mutual						gross

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Bond No. 65648250

4B: FAITHFUL PERFORMANCE BOND

(100% of Agreement Price)
Bidders must use this form, NOT a surety company form

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Orange County Fire Authority, ("OCFA") and Applican The Murdock Corporation disapplicant Systems ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

IFB RO2499 - AUDIO/VISUAL SYSTEMS UPGRADES AT USAR WAREHOUSE

("Contract") which Contract dated October 28, 2021, and all of the Bid Documents attached to or forming a part of the Contract are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful perfermance of the Contract.

NOW, THEREFORE, the Principal and WESTERN SURETY COMPAN ("Surety") are held and firmly bound unto the Board of the OCFA in the penal sum of TWO HUNDRED ELEVEN THOUSAND, TWO HUNDRED NINETY-FOUR DOLLARS AND FORTY-FIVE CENTS (\$211,294.45), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the OCFA all damages the OCFA incurs as a result of the Principal's failure to perform all the work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the OCFA, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the OCFA from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the OCFA's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

[Signature Page Follows]

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the https://doi.org/10.2012/j.jps.com/encing-at-section-1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract:

CONTRACTOR:

(Affix Corporate Seal)

Appleon The Murdock Corporation dba J E C Integration Systems

Principal

Ву

WALTER J. MURDOCK PRESIDENT

Print Name and Title of Signatory

SURETY:

(Affix Corporate Seal)

WESTERN SURETY COMPANY

Surety

Jacob Michael Ellen

Name of California Agent of Surety

151 N. Franklin, 17th Floor, Chicago, IL 60606

Address of California Agent of Surety

(605) 336-0850

Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

Bond No. 65648250

4C: PAYMENT BOND

Contractor's Labor & Material Bond (100% of Agreement Price) Bidders must use this form, NOT a surety company form

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Orange County Fire Authority, ("OCFA") and Apple on The Murdock Corporation Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

IFB RO2499 - AUDIO/VISUAL SYSTEMS UPGRADES AT USAR WAREHOUSE

("Contract") which Contract dated October 28, 2021, and all of the Bid Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and, WESTERN SURETY COMPANY ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of TWO HUNDRED ELEVEN THOUSAND, TWO HUNDRED NINETY-FOUR DOLLARS AND FORTY-FIVE CENTS (\$211,294.45), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[Signature Page Follows]

IN WITNESS WHE	REOF, two	(2) identica	al counterpa	arts of this ins	trument,	each of v	vhich shall	for all
purposes be deeme	ed an origin	al thereof,	have been	duly executed	by the	Principal a	nd Surety	above
named, on the 4th	_ day of _	October		20 21 .				

CONTRACTOR:

(Affix Corporate Seal)

Apploon The Murdock Corporation dba J E C Integration Systems

Principal

By

WALTER I MURDOCK PRESIDENT

Print Name and Title of Signatory

SURETY:

(Affix Corporate Seal)

WESTERN SURETY COMPANY

Surety

Вγ

Jacob Michael Ellen

Name of California Agent of Surety

151 N. Franklin, 17th Floor, Chicago, IL 60606

Address of California Agent of Surety

(605) 336-0850

Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

	Bond No.	e5648250
	By These Presents, that WESTERN SURETY COMPANY, a corporation duly organize in Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company") int	
its true and lawful a behalf as Surety, box	atterneyts) in-fact, with full power and authority hereby conferred, to execute acknowleds for	edge and deliver for and on its
Principal. Ap-	ploom The Mirdock Corporation dbs J R C Integration :	Systems
Obligee: 🚉	ange County Fire Authority	
Amount* 32	,100,000,00	
corporate seal of the may be within the a	replay thereby as fully and to the same extent as if such bonds were signed by the V of Company and duly attested by its Secretary hereby ratifying and confirming all the bove stated limitations. Said appointment is made under and by authority of the following in full force and effect.	at the said attorney(s)-in-fact
corporate name of the officers as the Board may appoint Atterna The corporate seal i	bonds, policies, undertakings. Powers of Attorney or other obligations of the corporae Company by the President. Secretary, any Assistant Secretary. Treasurer, or any V of Directors may authorize. The President, any Vice President. Secretary, any Assistacys in Fact or agents who shall have authority to issue bonds, policies, or undertakings not necessary for the validity of any bonds, policies, undertakings. Powers of Attornature of any such officer and the corporate seal may be printed by facsimile."	nce President or by such other nt Secretary, or the Treasurer in the name of the Company.
If Build No5	is not issued on or before midnight of	1, 2032 , all
la Wiless Win	Western Surety Company has caused these presents to be signed by its Vice Presenting this 4th day of	adent Paul T. Bruffat and its
	WESTERN SUR	ETY COMPANY
STATE OF SOLTH	DARGEA	Paul T. Bruflat, Vice President
COUNTY OF MENN	EHENHA	
Paul T. Bruflat, wh WESTERN SURET	day of <u>location</u> in the year <u>2021</u> , before me, a nota to being to me duly sworn, acknowledged that he signed the above Power of Attorn Y COMPANY and acknowledged said instrument to be the voluntary act and deed of sa M. BENT	ney as the aforesaid officer of
	NOTARY PUBLIC SEAL SOUTH DAKOTA SEAL	Notary Public - South Dakota
Ar heal ==1.1 I the undersign attached Power of A	The process of the State of South Dake to the State of South Dake to receive is in full force and effect and is irrevocable, and furthermore, that Section 7 of the State of South Dake to refer to the state of South Dake to refer to full force and effect and is irrevocable, and furthermore, that Section 7 of the state of Section 1 of Attorney is now in force.	
In testunony wh	nereof. I have hereunto set my hand and seal of Western Surety Company this	1th day of
	WESTER SUR	ETY COMPANY
	Talt.	Suft
	P	aul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Acknowledgment of Principal

N Acknowledgment of Surety (Attorney-in-Fact)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness. accuracy or validity of that document STATE OF CALIFORNIA ichop-et Jacob Michael Ellen personally appeared_ name(s) of signer(s) who proved to me on the basis of satisfactory evidence to be the personer whose name(s) stare subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(195) and that by his Dertheir signature(s) on the instrument the person(s), or the entity upon behalf of which the personist acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing AARON PHILIP BLOTTIE paragraph is true and correct. Notary Public - California Sacramento County Commission # 2318587 WITNESS my hand and official se My Comm. Expires Jan 10, 2024 Signature (The balance of this page is intentionally left blank.)

Board of Directors Meeting October 28, 2021

Agenda Item No. 3A Discussion Calendar

Consider the 9:30 p.m. Rule in Board Rules of Procedure Rule 3(b) and Waive the 10:30 p.m. Curfew Set Forth in Rule 3(c)

Contact(s) for Further Information

David Kendig, General Counsel

dkendig@wss-law.com

714-415-1083

Summary

If the Board meeting will continue past 9:30 p.m., the Board Rules of Procedure call for the meeting to pause a moment to determine which items will be considered at the meeting and which may be continued to the next meeting. In the event the Board's meeting appears likely to continue past 10:30 p.m., it is recommended that the Board waive the 10:30 p.m. curfew set forth in Board Rules of Procedure Rules 3(c).

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

- 1. At 9:30 p.m. determine which remaining agenda items will be considered and which may be continued to the next regular meeting; and
- 2. In the event the Board's meeting appears likely to continue past 10:30 p.m., waive the 10:30 p.m. curfew set forth in Board Rule of Procedure 3(c). (Waiver of the 10:30 curfew requires approval from three-fifths (3/5ths) of the Board members present for the meeting.)

Impact to Cities/County

Not Applicable.

Fiscal Impact

None

Background

The OCFA Board Rules of Procedure contain a number of parliamentary rules that the OCFA Board has adopted that establish parameters for the Board's normal operations and meetings. The OCFA Board Rules of Procedure Rule 3(b) and 3(c) currently provide as follows:

- (b) 9:30 p.m. Rule: At the hour of 9:30 p.m. the meeting will take a brief moment from the agenda at hand and make a determination as to which items will be considered and those that may be continued to the next regular meeting.
- (c) 10:30 p.m. Curfew: All meetings will end business at 10:30 p.m. unless the hearing body elects to extend the curfew by a three-fifths vote of all members present.

Attachment(s)

None



Board of Directors Meeting October 28, 2021

Agenda Item No. 3B Discussion Calendar

Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings of the Board of Directors

Contact(s) for Further Information

David Kendig, General Counsel

dkendig@wss-law.com

714-415-1083

Summary

In order for the Board (or any member of the Board) to continue meeting via teleconference during the pandemic, AB 361 requires the Board to make specified findings at least "every thirty (30) days".

Prior Board/Committee Action

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 7-1 vote (Director Tettemer dissented and Director Bourne absent).

On October 28, 2021, the Executive Committee considered the matter. The vote will be announced at the Board meeting.

RECOMMENDED ACTION(S)

- 1. Make the following findings by majority vote of the Board:
 - a. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect; and
 - b. The Board has reconsidered the circumstances of the state of emergency; and
 - c. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19; and
- 2. Direct staff to schedule concurrent Special Joint Meetings of the Budget and Finance Committee, Executive Committee and Human Resources Committee with regular or special meetings of the Board of Directors whenever necessary to address the requirement to make the required findings at least every thirty (30) days, and to minimize the need for separate Board meetings to address this new requirement of the Brown Act. (A proposed schedule that could accommodate the concurrent meetings is attached hereto and referenced as Attachment 2).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Commencing October 1st, OCFA is prepared to allow the public to watch and comment in real time on the public meetings via Zoom in order to comply with AB 361 in the event the Board makes findings to enable one or more Board members to continue to participate via teleconference. If additional Committee meetings are scheduled concurrently with Board meetings, there will be no additional cost of Board member meeting stipends. If additional meetings are scheduled on

separate days, there could be an additional cost associated per meeting, depending on how many of the Board's members attend the additional meetings.

Background and Discussion

Assembly Bill 361 was signed into law by the Governor on September 16, 2021. A portion of AB 361 enacted amendments to California Government Code section 54953 regarding teleconference meetings. (The relevant amendments to section 54953 that are in effect today are attached hereto as **Attachment 1**).

Those amendments authorize local agencies like the OCFA to continue to conduct meetings by teleconference during a Governor-proclaimed state of emergency¹ provided that certain findings are made by the legislative body, and provided that certain procedural requirements are met regarding public access to the meetings.

Note: A "teleconference" occurs for purposes of AB 361 whenever one or more members of the Board connect to a committee meeting via electronic means.² Thus, even if 24 members of the Board meet in person, if the 25th joins the meeting via Zoom, the meeting will be a teleconference meeting that must be conducted in accordance with the requirements of AB 361.

A new requirement in AB 361 requires particular findings be made by the Board of Directors and each of the OCFA's legislative bodies and requires that the new findings must be reaffirmed at least every thirty (30) days thereafter in order for the Board to continue to use teleconferencing.

The Required Findings

The teleconference provisions in AB 361 may only be utilized as long as a Governor-proclaimed state of emergency remains active, or while state or local officials have recommended measures to promote social distancing.

When either of those is the case (both are true at this time), then in order to continue to teleconference using the new provisions of AB 361, each legislative body must make the following findings by majority vote every 30 days:

- (A) The Board has reconsidered the circumstances of the state of emergency; and
- (B) <u>Either</u> of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.³

-

For purposes of AB 361 "...'state of emergency' means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act..." Cal. Gov't Code sec. 54953(e)(4). Section 8625 of CESA in turn refers to a state of emergency proclaimed by the Governor.

[&]quot;Teleconference means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both." Cal. Gov't Code sec. 54953(b)(4).

³ Cal. Gov't Code sec. 54953(e)(3).

To comply with that requirement, the recommended action would have the Budget and Finance Committee find each of the following:

- a. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect; and
- b. The Board has reconsidered the circumstances of the emergency; and
- c. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

The "Every 30 Days Thereafter" Requirement:

As noted above, AB 361 findings must be made "not later than 30 days after teleconferencing for the first time pursuant to [AB 361], and every 30 days thereafter..."

In order to preserve the option for the Board or individual members of the Board to participate in meetings during the pandemic via teleconference in the future, the Board will have to adopt the required findings at least every 30 days. From time to time this may require the Board to meet for a special meeting when the Board's regular meetings would otherwise be scheduled more than 30 days apart. These meetings may themselves be conducted via teleconference, provided the requirements of AB 361 have been previously addressed.

In an effort to efficiently accommodate the new requirement that all of OCFA's legislative bodies make the findings at least every thirty (30) days, it is suggested that the various Committees of the Board schedule special meetings to coincide with the regular and special meetings of the full Board. This way, the findings for the full Board and each of the Board's committees can be addressed in the same evening (albeit by separate votes), and the need to coordinate separate special meetings on different nights can usually be avoided.

Potential Consequence of Not Making the Findings Every 30 Days

AB 361 does not expressly state what happens if a legislative body fails to make the required findings "every 30 days." However, it expressly requires the timely reapproval of the findings "in order to continue to teleconference" in the manner that AB 361 authorizes.

As a result, if the Board does not adopt the required findings every 30 days, then the Board could be precluded from continuing to teleconference thereafter, perhaps even if the Board was willing to adopt the findings at a later date. For this reason, General Counsel recommends that the Board adopt the required findings at this time and at least every 30 days thereafter, unless the Board decides as a *permanent* matter that it will no longer permit teleconferencing at all (e.g., regardless of whether the state of emergency worsens).

Procedural Requirements for The Conduct of Teleconference Meetings

AB 361 contains several new requirements for the conduct of teleconference meetings with which OCFA has prepared to comply effective October 1st. Specifically, each meeting must:

It may not always be possible to avoid scheduling an occasional special meeting of a committee if, for instance, a quorum of that committee will not be present for a regular Board meeting and more than 30 days would otherwise lapse between the committee's regular meetings.

- 1. Allow members of the public to attend and comment at the meeting via call-in option or internet-based service option;
- 2. Protect the statutory and constitutional rights of the parties and the public appearing before the legislative body;
- 3. In the event of disruption which prevents broadcasting the meeting or which prevents members of the public from offering public comments via the call-in or internet-based option, the Board must take no further action until the disrupted public access is restored;
- 4. The OCFA may not require public comments to be submitted in advance, and must offer the opportunity for the public to offer comments "in real time" during the meeting; and
- 5. The public must be allowed "a reasonable amount of time per agenda item to allow members of the public to provide public comment, including time for members of the public to register [to log into the teleconference], or otherwise be recognized for the purpose of providing public comment."

Attachment(s)

- 1. Excerpt of AB 361 Amendments to Government Code section 54953 in effect now
- 2. Proposed Calendar of Meetings in 2022 if held jointly with Board of Directors

Excerpts of AB 361 – Amendments to Government Code section 54953

54953.

- (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.
- (b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.
 - (2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.
 - (3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.
 - (4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.
- (c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.
 - (2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
 - (3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

- (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.
- (d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.
 - (2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.
 - (3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.
- (e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:
 - (A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
 - (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
 - (C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
 - (2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:
 - (A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

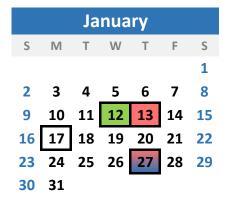
- (B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.
- (C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.
- (D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.
- (E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.
- (F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.
- (G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.
 - (ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the

public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

- (iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.
- (3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
 - (A) The legislative body has reconsidered the circumstances of the state of emergency.
 - (B) Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.
 - (4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).
- (f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

Orange County Fire Authority Board of Directors & Committee Meetings

Calendar Year 2022 - Proposed Special Joint Meetings



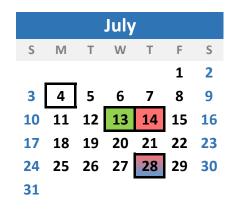
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LEGEND:

Holiday - RFOTC Closed

BFC = Regular Budget & Finance Committee Meeting (Meets on the 2nd Wednesday of the Month @ 12 noon)

HRC = Human Resources Committee (Meets Quarterly @ 12 noon)

EC & BOD = Regular Executive Committee & Board of Directors Meeting (Meets on 4th Thursday of the Month

@ 5:30 p.m. and 6 p.m. respectively) (in addition to proposed concurrent Special Joint Mtg.)

Proposed Special Joint Mtg. of the Board of Directors and all committees, pursuant to AB361 requirement to adopt findings at least every 30-days (12/16/21, 1/13/22, 4/14/22, 7/14/22, 10/13/22, 12/15/22)

Calendar Year 2022 - Proposed Special Joint Meetings

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16-Dec-21
              Special Joint Mtg. @ 6 pm (Proposed)
12-Jan-22
              BFC @ 12 pm
13-Jan-22
              Special Joint Mtg. @ 6 pm (Proposed)
27-Jan-22
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
 1-Feb-22
              HRC @ 12 pm
 9-Feb-22
              BFC @ 12 pm
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
24-Feb-22
 9-Mar-22
              BFC @ 12 pm
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
24-Mar-22
13-Apr-22
              BFC @ 12 pm
14-Apr-22
              Special Joint Mtg. @ 6 pm (Proposed)
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
28-Apr-22
3-May-22
              HRC @ 12 pm
11-May-22
              BFC @ 12 pm
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
26-May-22
 8-Jun-22
              BFC @ 12 pm
23-Jun-22
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
 13-Jul-22
              BFC @ 12 pm
 14-Jul-22
              Special Joint Mtg. @ 6 pm (Proposed)
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
 28-Jul-22
 2-Aug-22
              HRC @ 12 pm
25-Aug-22
              Special Joint Mtg. @ 6 pm (Proposed)
14-Sep-22
              BFC @ 12 pm
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
22-Sep-22
12-Oct-22
              BFC @ 12 pm
13-Oct-22
              Special Joint Mtg. @ 6 pm (Proposed)
27-Oct-22
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
 1-Nov-22
              HRC @ 12 pm
              BFC @ 12 pm
 9-Nov-22
              EC & BOD @ 5:30 pm & 6 pm (In addition to proposed concurrent Special Joint Mtg.)
17-Nov-22
              Special Joint Mtg. @ 6 pm (Proposed)
15-Dec-22
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<u>LEGEND</u>: BFC = Regular Budget & Finance Committee Meeting (Meets on the 2nd Wednesday of the Month @ 12 noon)

EC & BOD = Regular Executive Committee & Board of Directors Meeting (Meets on 4th Thursday of the Month @ 5:30 p.m. and 6 p.m. respectively) (in addition to proposed concurrent Special Joint Mtg.)

Proposed Special Joint Mtg. of the Board of Directors and all committees, pursuant to AB361 requirement to adopt findings at least every 30-days (12/16/21, 1/13/22, 4/14/22, 7/14/22, 10/13/22, 12/15/22)

HRC = Human Resources Committee (Meets Quarterly @ 12 noon)



Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting October 28, 2021

Agenda Item No. 3C Discussion Calendar

Fire Service Proposal for Emergency Services for the City of Fullerton

Contact(s) for Further Information

Rob Capobianco, Division Chief Field Operations Department Robcapobianco@ocfa.org

(714) 559-8653

Summary

This agenda item is requesting approval to submit the Fullerton Fire Service Proposal for Emergency Services to the City of Fullerton for its consideration.

Prior Board/Committee Action(s)

At its March 25, 2021, meeting, the Board authorized staff to develop a proposal for fire services for the City of Fullerton. The proposal was at the request of the City; the City paid the OCFA's required \$80,207.55 for the proposal prior to commencement of its preparation. The Board also authorized that, in the event the City chooses to join OCFA, the amount paid by the City for the proposal may be returned in the form of a credit against annual contract charges, amortized over the duration of the current term of the OCFA Joint Powers Authority Agreement (i.e. through 2030).

On October 13, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda for consideration by 6-0 vote (Director Bourne, Tettemer and Muller absent). During the Committee's review of the Fullerton Fire Service Proposal, questions were raised as to why cash contract cities are not required to contribute toward the cost of OCFA regional assets. Historical information has been researched in response to this question, and added as Exhibit B to Attachment 1.

RECOMMENDED ACTION(S)

Approve and authorize staff to submit the Orange County Fire Authority's proposal to the City of Fullerton for its consideration.

Impact to Cities/County

Should the City of Fullerton accept the proposal, the new contractual relationship with Fullerton will have positive benefits to our regional delivery of services on behalf of existing member agencies.

Fiscal Impact

The proposed contract price contained in the proposal includes funding to cover all new OCFA costs associated with serving the City of Fullerton, including direct labor, support labor, services and supplies, administrative overhead, vehicle replacement, and station maintenance (Attachment 2).

Background

On March 3, 2021, the Orange County Fire Authority (OCFA) received a formal written request from the City of Fullerton seeking a Fire Service Proposal for Emergency Services. This request seeks a comprehensive assessment and costing for the OCFA to provide emergency medical and fire services, which also includes fire prevention and dispatch services for Fullerton.

In developing the proposal, staff modeled the existing JPA terms for cash contract costs, caps, and the contractual relationship with OCFA. Details to show how the pricing was developed are provided in the attached Questions & Answers document (Attachment 1), and more specifically described in the Pricing a New City Proposal document (Exhibit A to Attachment 1). Details related to how these procedures resulted in a quantified price for services to Fullerton, as well as internal expenditure allocations for OCFA, should Fullerton join, are provided in Attachment 2.

As staff has been working on the preparation of this proposal, we have received several questions from members of the Board of Directors. We have captured these questions and prepared written answers for the benefit of the full Board of Directors and the public as we progress through the review phases of the Proposal (Attachment 1)

Staff recommends that the Board of Directors approve and direct staff to submit the proposal to the City of Fullerton for its consideration (Attachment 2). If Fullerton is interested in pursuing the proposal further, the next step would be for staff to develop a Fire Services and Emergency Medical Services Agreement and a Transition Plan for formal approval by both the City of Fullerton and the OCFA's Board of Directors.

Attachment(s)

- 1. Question and Answers
 - a. Exhibit A OCFA Pricing a New City Proposal
 - b. Exhibit B New Cash Contract Cities & Contributions to Maintenance & Replacement Programs
- 2. Pricing in Fullerton Fire Service Proposal
- 3. Fullerton Fire Services Proposal

Orange County Fire Authority Fullerton Fire Services Proposal Questions & Answers

1. If Fullerton station personnel are held-over for 4 hours while working a structure fire, who pays for that overtime?

In this scenario, the overtime is already being paid by Fullerton via their cash contract charge, as briefly described below and per the attached "Pricing a New City Proposal" overview (Exhibit A).

The proposed contract charge that the City of Fullerton will be required to pay to OCFA for services is based on a well-established methodology referred to as OCFA Company Costs (see Exhibit A). Company Costs include the costs for salaries and employee benefits (S&EB) for all station personnel assigned to staff a new city's fire stations, services and supplies (S&S), overhead support services, depreciation/replacement of emergency apparatus, and station maintenance.

Included in the S&EB portion of Company Costs are salaries, bonus pays, benefits, and overtime. In reality, some employees will work less overtime than assumed, and some will work more overtime. Causes for the overtime can be any combination of backfill to cover for someone who is sick or on vacation, emergency overtime, or hold-over overtime such as the scenario above. Regardless of the cause for assumed OT, it is built into the proposed contract charges, which the City must pay.

2. What happens if Fullerton stops paying their monthly contract charges to OCFA?

The following language in OCFA's Joint Powers Authority Agreement (JPA), Article IV, Section 3.J provides protections to OCFA:

<u>Termination</u>. Failure by any member to make payments when due constitutes grounds for expulsion from the Authority. Prior to expulsion, the Authority shall provide written notice of its intention to expel such member if payment is not received within thirty days of the date of such notice. Repeated failure to make payments when due shall constitute grounds for expulsion and/or imposition of an Authority-determined late fee. Alternatively, or in addition to the remedies set forth herein, the Authority may bring legal action to collect unpaid amounts.

In addition, OCFA's Fire Services and Emergency Medical Services Agreement with Santa Ana and Garden Grove (and will presumably be the same with Fullerton) requires each city to pay OCFA for services in advance, avoiding any situation of arrears.

3. What happens if Fullerton files for bankruptcy?

If the City failed to pay OCFA, then per the JPA, OCFA's options for non-payment would include expulsion, imposition of a late fee, or legal action to collect unpaid amounts prior to the City proceeding with a bankruptcy filing. If OCFA opted to continue providing services in spite of non-payment, and the City then filed bankruptcy, then the matter would become the jurisdiction of the bankruptcy court, and the OCFA would have a creditor's claim for any unpaid charges that had accrued prior to the bankruptcy filing date.

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Orange County Fire Authority Fullerton Fire Services Proposal Questions & Answers

4. What happens if Fullerton dissolves as a city and returns to county unincorporated area?

OCFA is the service provider for all Orange County unincorporated areas, whether the City was a member of OCFA prior to dissolving or not. In this scenario, OCFA would have to work with the County and LAFCO as to payment terms for provision of services through the process of dis-incorporation. (The LAFCO Act does not permit discharge of liabilities or impairment of creditors through disincorporation, so the obligation to pay OCFA for services rendered prior to disincorporation would remain enforceable.)

5. Why can't Fullerton join OCFA as a Structural Fire Fund city instead of a Cash Contract city?

Prior to Prop-13, properties in those jurisdictions that did not have their own city fire departments were assessed a structural fire fund (SFF) tax to cover the cost for fire protection. This SFF tax was in-addition-to all other taxes included in the property tax roll. When Proposition 13 was passed, the SFF tax was frozen as a portion of the 1% property tax, in the same proportion as it represented to the total taxes before Prop-13.

Cash Contract Cities (i.e., Fullerton if they join OCFA), did not have a SFF tax assessment prior to Prop-13; therefore, they have no contributions flowing to the Structural Fire Fund. As a result, the only way that Fullerton could join OCFA as a SFF city would be to negotiate with the County of Orange for a property tax exchange agreement. The property tax exchange agreement would require a transfer of property taxes from the City's General Fund into the SFF, at the value required by the County of Orange.

The OCFA's Ad Hoc Committee that has been studying cash contract charges reviewed the topic of cash contract cities converting to SFF. Financial data indicated that such a conversion may not be financially feasible for most of the OCFA's cash contract cities. The Committee requested the information be shared with the cash contract cities to determine if they had interest, and if so, were they interested in independently pursuing the option further. As a result of the information provided to our cash contract cities on this topic, none of the cities affirmatively indicated interest.

6. How would Fullerton contribute to OCFA's Capital Improvement Plan?

Per the JPA, and as described in OCFA's draft proposal for Fire Services, Fullerton will be required to contribute for vehicle depreciation/replacements and station maintenance. See Exhibit B for additional details and OCFA history related to JPA provisions that govern contributions from cash contract cities towards OCFA maintenance and replacement programs.

Vehicle depreciation/ replacement costs are charged based on the emergency apparatus assigned in the City's fire stations. The annual charge is based on the current replacement cost for each individual vehicle type, divided by the useful life for each individual vehicle type. This amount rises with actual costs for vehicle replacements, and is not capped by the 4.5% increase that applies to the City's base service charge.

Station maintenance is charged at \$15,000 per year, per station, and handled as a revolving fund to facilitate repairs or minor improvements. Funds expended from the station maintenance account must be

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Orange County Fire Authority Fullerton Fire Services Proposal Questions & Answers

replenished by the City each year. Any capital needs for the City's fire stations that exceed \$15,000 are coordinated with the City for inclusion in the City's capital improvement budget.

7. Will OCFA funds be spent to modify Fullerton fire stations for gender equity?

No, in alignment with the process described above, City funds will be used for station modifications, including modifications for gender equity.

8. Will Fullerton contribute to OCFA's Helicopter replacement costs?

The City's contributions to OCFA's capital plans are as defined by the JPA Agreement and described in question #6 above for the emergency vehicles assigned in Fullerton's fire stations (not including helicopters) and for maintenance of the City's fire stations. This is consistent with the JPA Agreement, and with most recent cash contract city additions (Santa Ana and Garden Grove).

9. Why would OCFA want to enter a business agreement with Fullerton when they are projecting a deficit?

New cities seeking to join OCFA are often making the "ask" in their effort to lower costs. The proposal shows that OCFA can save the City \$5.8M in year one, representing a substantial cost reduction. Savings to the City are also projected to grow over the next three years in comparison to what the City forecasted for their current Fire Department budget.

Most importantly, OCFA builds financial protections into the contract structure with cash contract cities, such as requiring the City to pay for services in advance, requiring the City to remain liable for previously accrued debts, and requiring the City to remain obligated to pay for any future accrued pension liability in the event they later withdraw from OCFA.

10. Are there any lessons learned from our proposal and merger processes with Santa Ana and Garden Grove that caused us to prepare our Fullerton proposal differently?

We have been building Fire Services Proposals for many years, and have learned things from each process that resulted in improvements to subsequent processes, as detailed below.

- Prior to OCFA formation, initial cash contract city charges for a new city were based on a blend of factors (geographical size, population, assessed valuation, etc.). We understand that those measurement factors changed at different times in the Fire Department's history, resulting in differing base charges from one city to another, and less than full cost recovery for those cities.
- After OCFA formation, an Equity Study was completed by the Davis Company which established a comprehensive costing method to be used thereafter by OCFA when pricing a new city proposal, providing cost neutrality to OCFA with an incoming city (see attachment).

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Orange County Fire Authority Fullerton Fire Services Proposal Questions & Answers

- When the OCFA's JPA was renewed in 2010, the annual increases allowed to be passed on to
 cash contract cities was increased and a recapture bank provision was adopted to prevent annual
 charges from falling below cost recovery (after a city joined) for use moving forward thereafter.
- When a Fire Services contract was negotiated with Santa Ana, using what had been learned in
 recent years about pension liabilities, staff added a new contract provision to obligate the City to
 pay for any newly accrued pension liability with OCFA, should they later exercise their option to
 withdraw. In addition, Santa Ana was also obligated to remain liable for its existing workers'
 compensation claims in order to limit potential liability and cost exposure for OCFA.
- Following the merger with Santa Ana, staff learned that the pace in which OCFA agreed to transition the Santa Ana Fire Department to OCFA was too rapid. While the rapid transition was beneficial to the City, the impacts on our employees who were tasked with responsibility to complete the transition was significant. Therefore, when a contract was negotiated with Garden Grove, we required a more manageable and timely approach to the transition, as compared to Santa Ana.
- Our lessons learned from completion of the Garden Grove process was that much more detail related to the proposal process, financial terms, and associated benefits to OCFA should be shared with our Board of Directors compared to what had been provided with past proposals. As a result, staff initiated the following changes to date with the Fullerton proposal process:
 - When staff requested Board authorization to proceed with the proposal, additional costing details were provided to the Board regarding the necessary staff time and associated costs for preparing the proposal.
 - O When the Board discussed staff's request for authorization to prepare the proposal, the Board of Directors raised several questions about the future Fullerton proposal, which staff indicated they would be prepared to answer after completing the proposal research. Staff followed up thoroughly by reviewing the Board of Directors meeting recording, logging each question raised, and ensuring that answers were researched for inclusion in the presentation when staff returned to the Board for review of the proposal.
 - o In preparation for presenting the proposal to the Board, staff performed outreach with several Board of Directors to gain more insight into potential questions that needed to be addressed. That outreach resulted in the development of this "Questions & Answers" document, aimed at being responsive to Board of Director questions.
 - o Staff prepared the draft proposal and presentation for initial review through the Budget and Finance Committee, prior to requesting Board approval to deliver the proposal to Fullerton, which is an added vetting element compared to prior processes.

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The Orange County Fire Authority has a well-developed process for quantifying the cost of services to be proposed within a new cash contract city's Fire Service proposal. The costing methodology was documented in the Equity Study prepared by the Davis Company in 1999, referred to as "Company Costs", and it is used to quantify the costs for resources proposed to a new cash contract city. This methodology has been consistently used since formation of the OCFA, and it complies with Article IV (Funding of Fire Operations), Section 3 (Contributions for Budgeted Amounts), sub-paragraph H (New Resources to Cash Contract Cities) of the OCFA's Joint Powers Authority Agreement.

[Note that the costing formulas used for cash contract cities that joined the Orange County Fire *Department* prior to formation of the Orange County Fire *Authority* was different than the methodology described herein, resulting in large variables between the price of services for OCFA's older, more tenured, cash contract cities, compared to the newer cash contract cities.]

OCFA Company Costs

Company Costs are those expenses that can be directly or indirectly attributed to the fire companies assigned to a fire station. The use of Company Cost methodology assumes that all, or substantially all, of the costs to serve an area can be measured based on jurisdictional boundaries and the physical location of assigned equipment and personnel.

Each year, OCFA's budget staff updates the OCFA Company Costs, using the adopted budget for the current fiscal year. The core concepts of the Company Cost calculations are as follows:

- 1. OCFA's entire general fund budget is broken down into the following categories:
 - o **Operations** frontline fire suppression personnel costs
 - o **Fire Prevention** frontline fire prevention personnel costs (fee funded)
 - o **Overhead** administrative support and services & supplies for both frontline services
 - o Exclusions expenses funded with contractual revenue sources (grants, USAR, JWA ARFF)
- 2. The frontline costs for Operations are then allocated to each position type (listed below) and divided by the number of fire suppression positions for each type to identify the cost per employee:
 - o Fire Captain
 - o Fire Apparatus Engineer
 - o Firefighter
- 3. Overhead costs are allocated and segregated to the following categories:
 - Services and Supplies (S&S)
 - o Administrative Support

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OCFA - Pricing a New City Proposal

- 4. The cost per suppression employee identified in Step 2 is combined with the S&S cost and Administrative Support overhead cost identified in Step 3, to identify the total cost per Truck, Engine, or Medic Van.
- 5. The cost per Truck, Engine, or Medic Van is multiplied by the number of units planned for service within the new cash contract city, to identify the full proposed cost of services (OCFA General Fund operating costs).
- 6. Additional cost allocations are quantified for inclusion in the proposed cost of service to cover annual Capital Improvement Program costs, including vehicle depreciation/replacement for emergency apparatus planned for assignment in the new cash contract city, and for station maintenance costs.

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Orange County Fire Authority Joint Powers Authority Agreement Terms

New Cash Contract Cities & Contributions to Maintenance & Replacement Programs

During the Budget & Finance Committee's review of the Fullerton Fire Service Proposal on October 13, 2021, questions were raised as to why cash contract cities are not required to contribute toward the cost of OCFA regional assets. Staff reported that the required capital contributions are structured as required by the Joint Powers Authority (JPA) Agreement for facilities maintenance and vehicle replacement, and that the JPA Agreement does not include terms to require contributions from cash contract cities towards regional assets. The Committee requested staff to provide more information regarding the history behind these JPA terms as the Fullerton Proposal item moves forward to the Board of Directors.

Staff researched historical files covering development and approval of the various JPA agreements to develop the following chronology relative to contributions towards regional assets or equipment. In addition, staff reached out to members of the past Executive Management team who were here when the OCFA was formed for additional perspectives about regional funding.

Philosophy Surrounding Regional Funding

In talking with members of the past Executive Management team who were part of the OCFA in 1995, at the time the OCFA was formed, we are told that the underlying philosophy regarding regional funding was relatively simple. The philosophy was that regional tax dollars would be used to fund regional services.

Prior to Proposition 13, the Structural Fire Fund (SFF) tax was assessed as a regional tax to fund regional fire protection. While dialogue often focuses on those portions of SFF taxes being generated within each particular SFF city's jurisdictional boundaries, the tax was not assessed based on those individual jurisdictions. This "regional tax" concept was the foundation for costing methodologies that were originally developed for the OCFA, and which are now memorialized in OCFA's current governing documents.

March 1995 Original JPA:

The original JPA adopted at formation of the OCFA is silent on the topic of capital contributions from cash contract cities. This JPA required cash contract cities to continue funding fire services consistent with the cost calculation methodology in place on the effective date (e.g, continuing the same methodology the County and each cash contract city had agreed upon prior to formation of the JPA).

September 1999 Amended JPA:

The 1999 Amended JPA was adopted following completion of the Equity Study prepared by the Davis Company. Language to address capital contributions was added into the 1999 Amended JPA, and the language required cash contract cities to contribute toward "equipment replacement/depreciation" (language shaded in green below). This equipment replacement/depreciation language is noteworthy since it no longer exists today.

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Orange County Fire Authority Joint Powers Authority Agreement Terms

New Cash Contract Cities & Contributions to Maintenance & Replacement Programs

Article IV.3.C - Participation in Maintenance and Replacement Programs.

In addition to the cost calculation methodology set forth in B. above, and subject to the cap set forth in E. below, cash contract Cities shall pay (i) the cost of participation in the Authority's facilities maintenance program as set forth in Article VI., Section 1.C., (ii) the cost of participation in the Authority's vehicle replacement/depreciation program as set forth in Article VI., Section 1.D., and (iii) the cost of participation in the Authority's equipment replacement/depreciation program as set forth in Article VI., Section 1.D.

Under the 1999 Amended JPA, the annual caps on cash contract charges were lower than today, at 3.5% from 2000/01 to 2004/05 and 4.0% from 2005/06 to 2009/10, with no recapture provisions. Furthermore, all cash contract city cost components <u>combined</u> were subject to the cap on annual increases, including the general fund service charge plus contributions to (i) facilities, (ii) vehicle replacement, and (iii) equipment replacement. Annual budget increases were exceeding the cap during this time, and as a result, all cash contract funding was consumed by the service charge, with no funding going towards the maintenance and replacement programs. In other words, while the JPA language existed to allow for contributions, the actual financial performance under those terms resulted in no contributions.

2010 First Amendment to the Amended JPA:

All notes, reports, and formal actions leading up to the adoption of the 2010 First Amendment reveal the parties had a consistent focus on (1) increasing the annual cap on cash contract city charges, (2) implementing a ten-year catch-up period to slowly increase amounts paid by current cash contract cities (making up for past shortfalls), and (3) rebuilding vehicle contribution provisions so that the vehicle contributions would be required separately, in addition to the capped service charge. The documentation includes no explanation why the prior provisions relating to "equipment replacement/depreciation" were removed. It appears the above provisions were the focus of the discussions, negotiations and ultimately the 2010 amendment to the JPA which all member agencies agreed upon, and those focused changes alone were quantified to increase thenfuture revenues by \$165 million over the term of the renewed JPA.

The specific language that OCFA now operates under, per the 2010 First Amendment, is as follows:

Article IV.3.C - Participation in Maintenance and Replacement Programs.

In addition to the cost calculation methodology set forth in Section B. above, and irrespective to the cost calculation methodology set forth in E. below, cash contract Cities shall pay (1) the cost of participation in the Authority's facilities maintenance program as set forth in Article VI., Section 1.C., and (2) the cost of participation in the Authority's vehicle replacement/depreciation program as set forth in Article VI., Section 1.D.

REVISED 10-21-21 Page 2

Orange County Fire Authority

Pricing in Fullerton Fire Service Proposal

Company Costs for Proposed Deployment

(This is how pricing was quantified for a contract charge to Fullerton & would represent new revenue to OCFA.)

ANNUAL CONTRACT

A. Annual Service Charge [2], [3], [4]	Post Positions	Number of Employees	Direct Cost - Company Labor	Services & Supplies	Indirect Costs (Overhead)	Total
New Battalion 12						
Engine 1 (Paramedic Engine)	4	12	3,047,114	155,497	320,262	3,522,873
Engine 2 (Paramedic Engine)	4	12	3,047,114	155,497	320,262	3,522,873
Engine 3 (Paramedic Engine)	4	12	3,047,114	155,497	320,262	3,522,873
Engine 4 (Paramedic Engine)	4	12	3,047,114	155,497	320,262	3,522,873
Truck 1 (Paramedic Truck)	4	12	3,047,114	155,497	320,262	3,522,873
Truck 2 (Paramedic Truck)	4	12	3,047,114	155,497	320,262	3,522,873
FY 2021/22 Total Annual Service Charge	24	72	18,282,686	932,982	1,921,570	\$21,137,238
B. Annual Station Maintenance Charge [5] C. Annual Vehicle Depreciation Charge [6]	-					\$ 90,000 \$ 282,752
TOTAL ANNUAL CONTRACT - FY 2021/22						\$21,509,990

Footnotes:

- [2] Per Truck & Engine Company Cost calculations. Retirement costs exclude unfunded pension costs. The City retains the obligation for current Unfunded Actuarial Accrued Liability (UAAL) for the City's existing fire employees.
- [3] Community Risk Reduction is partially funded by fees; Fullerton residents and businesses would be required to pay any fire prevention fees per OCFA's fee schedule; therefore, estimates do not include fee funded costs.
- [4] The annual service charge will increase annually based on the increase in OCFA's overall budget subject to a 4.5% cap, and includes catch up provisions if increases exceed the 4.5% cap
- [5] Station maintenance contributions are handled as a revolving fund, requiring an initial deposit of \$15,000 per station, and then requiring annual replenishment only if/when funds are used for improvement projects or maintenance projects.
- [6] Vehicle replacement contributions are calculated using the current replacement cost for the emergency vehicles assigned to the City, divided by the years of expected service for the vehicles (i.e., useful life).

This portion = General Fund Revenue for OCFA, see page 2

^[1] One-time startup costs will be charged, in addition to the above contract costs, to facilitate hiring costs such as physicals and livescans, standardization of equipment, and standardization of facilities.

This portion = General Fund Revenue for OCFA from page 1

Orange County Fire Authority

Pricing in Fullerton Fire Service Proposal

OCFA Expense Allocations for General Fund Contract Revenue (draft)

(This is a spending plan for how contract revenue will fund the proposed services <u>plus</u> enhancements for OCFA.)

	Totals
Sefety Developed Assigned in City (75) March	
Safety Personnel Assigned in City (75) [Note]	070.405
Battalion Chief (3)	976,425
Firefighter/Paramedics (36)	7,887,600
Fire Apparatus Engineers (18) Fire Captains (18)	3,941,928 4,533,444
File Capiains (10)	4,533,444
Fire Prevention & Support Personnel (17)	
Community Risk Reduction	
Assistant Fire Marshall - approx. 50% fee funded	224,823
Field Inspectors/Fire Prevention Spec - approx. 50% fee funded (3)	503,025
Office Service Specialist - approx. 50% fee funded	110,991
Corporate Communications	
Admin Assistant	120,450
Multi-Media Specialist	147,205
EMS & Training	
Cancer Awareness/Behavioral Health/Peer Support	316,650
Nurse Educator	192,846
Admin Assistant	120,450
Management Analyst	213,050
Emergency Command & Planning	
Battalion Chief / EPAC & Strategic Services	389,761
Dispatchers (3)	552,206
Human Resources Department	
Organizational Development & Training Program Manager	246,697
Special Operations/Investigations	
Captain/Day Investigator	316,650
Services & Supplies	950,038
Total New General Fund Expenditures (excludes CIP)	\$21,744,237
Fullerton Fire & Emergency Services Contract - General Fund Revenue	\$21,137,238
Community Risk Reduction Fee Revenues (from Fullerton workload)	\$607,000
	A
Total New General Fund Revenue (excludes CIP)	\$21,744,238

[Note] Safety positions exclude UAAL; Fullerton will remain responsible for its accrued liabilities.



City of Fullerton

Fire Service Proposal

Provided by the Orange County Fire Authority

1 Fire Authority Road

Irvine, CA 92602

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Foreword

The Orange County Fire Authority evaluated the feasibility of providing contract services to the City of Fullerton. This proposal is presenting the OCFA's method of providing the highest quality services to the residents of Fullerton. I welcome this opportunity to describe our regional fire service delivery system.

The principle benefits of a regional system are reduced costs, increased effectiveness, and a depth of resources unmatched within the county. The consolidation of resources, the streamlining of overhead and a partnership in a regional protection system is beneficial for all parties.

The results the OCFA achieves every day in providing protection to our communities occur through individual and team dedication, commitment, and organizational values. I am proud of the men and women of the Orange County Fire Authority, and I am confident the residents of Fullerton will feel similar pride, if we become your City's fire service provider.

The cost provided herein represents the cost of our services including our basic service charge, station maintenance, and equipment and vehicle replacement costs. The costs represented are for fiscal year 2021/22 and remain valid through June 2022. I have included a brief description of each of the OCFA's departments and sections to provide you with an overview of the services available from us as a regional provider.

Our commitment is proclaimed in our Mission Statement:

"We proudly serve the changing needs of our communities by providing exceptional emergency and support services. We pledge a commitment to preserving the quality of life"

Brian Fennessy Fire Chief

Summary of Proposal

The Orange County Fire Authority (OCFA) deploys resources based on a regional service delivery system, assigning personnel and equipment to emergency incidents without regard to jurisdictional boundaries. Regional fire protection offers the citizens a wide range of services that translates into quality and strength extending well beyond the fire station. It enables the use of existing administrative resources on a broader scale, increases purchasing power for major expenditures, and maximizes the use of all emergency and support resources within the OCFA. The regional concept provides for significant depth of emergency services while creating financial efficiencies and cost savings.

The Fire Authority presents this service proposal based on OCFA established Standards of Cover. Performance is evaluated based on the distribution and concentration of resources. The OCFA determines appropriate emergency response utilizing computer Geographic Information Systems (GIS) programs, historic data analysis, and the OCFA's Standards of Coverage. The response standards for structure fires utilize the Effective Fire Force concept, consisting of three engines, one truck, one paramedic unit and one battalion chief.

The OCFA provides for the efficiency of a regional command staff while acknowledging the importance of local leadership. Fullerton's geographical size and population warrant the creation of a new battalion within the OCFA, utilizing the existing footprint of Fullerton Battalion One. A Division Chief will provide a level of local control for the City Council and staff by participation on relevant public safety committees, participation at city staff meetings, and attendance at City Council meetings.

The OCFA's Emergency Medical Service (EMS) model is three faceted. The first is Emergency Medical Dispatch, where a caller is provided life-saving instructions, while fire department units respond. The second is to front load paramedic service, allowing the first arriving units to provide paramedic level care upon arrival. To ensure only the highest level of service for the City of Fullerton, the OCFA proposal will position a paramedic unit capable of delivering Advanced Life Support (ALS) at every station and on every unit. This enhancement will increase paramedic coverage in the city by 17%. The transportation of patients is the third facet of EMS delivery and is provided by a private ambulance company in Fullerton. The OCFA would expand on the Fullerton Flex Staffing concept with the addition of a second set of ALS equipment on all 6 paramedic units. This significantly increases the depth of ALS capabilities in the City by enabling units to return to the station and remain in service as a Paramedic Assessment Unit, until the transporting paramedic is returned by the private ambulance.

The OCFA recognizes wildfire as a significant threat to the residents of Orange County. Fires in the open space in Fullerton would be met with a robust response on the ground and in the air. The depth of specialized resources provided by a regional service model greatly increases the capabilities to meet this challenge while capitalizing on the fiscal efficiencies.

All of our partner communities have unique characteristics and demographics, and the OCFA strives to meet the diverse needs of each. Creating a diverse workforce that matches our service areas is an OCFA value. Adapting to this need in Fullerton will benefit the service level provided to the entire OCFA system.

Service Option Overview

Contract costs detailed in this proposal reflect the cost of all emergency response units assigned to the City of Fullerton. These costs include all the equipment, personnel, vehicle depreciation and station maintenance.

Also included are services available through the OCFA as a regional provider such as urban search and rescue, dispatch, fire investigation, fire mechanics, community education professionals, nurse educators and public information officers. Fullerton will be directly served by OCFA specialized wildfire resources including helicopters, dozers and handcrews, as well as a cross-staffed OCFA Type 3 (brush engine) stationed in the city. In addition, the City will have Fire Prevention Officers with the primary fire prevention responsibility for the City located at the present Fullerton Fire Department headquarters with support from the complete OCFA Community Risk Reduction (Fire Prevention) Section.

By contracting with the OCFA, the administrative functions for the fire department will be administered by the Fire Authority without additional costs to the City of Fullerton. These administrative functions include: Human Resources, Finance/Payroll, Information Technology, Purchasing, Risk Management, Workers' Compensation, Legislative Services, Records Management, Compliance Training, Supplies and Equipment, Property Management, and Fleet Services.

Fire Service Proposal – FY 2021/22

	OCFA Costs (A)	Fullerton Fire Department Budgeted Costs (B)
Service Charge	\$21,137,238	\$27,307,520
Facilities Maintenance (Note 1)	\$90,000	(Note 2)
Vehicle Replacement/Depreciation	\$282,752	(Note 2)
Total	\$21,509,990	\$27,307,520
Total Savings (B-A)	\$5,797,530	

Note 1: Station maintenance contributions are handled by the OCFA as a revolving fund, with an initial deposit by the City of \$15,000 per station. The City is only required to replenish the Station Maintenance account annually, to the extent that the funds were spent specifically on Fullerton stations.

Note 2: If Fullerton pays for station facility maintenance costs and vehicle replacement from a section budget outside of the Fullerton Fire Department budget, then those budget allocations are additional costs that would be reduced for the City in joining the OCFA.

Deployment Comparison

In the chart below, there are two distinctions between the OCFA's proposed deployment model for the City, and the City's current deployment. The first being the OCFA proposed deployment model for Fullerton is an enhancement that configures every engine and truck company as a full ALS unit. The second is the addition of a paramedic truck/quint at Station 3 utilizing the existing plan of city/developer funded station retrofit and truck purchase.

OCFA Proposal Comparison with Current Fullerton Deployment

	Station 1	Station 2	Station 3	Station 4	Station 5	Station 6	Daily Staffing	Daily Medics
OCFA Deployment	Paramedic Engine / BC	Paramedic Engine	Paramedic Truck	Paramedic Engine	Paramedic Engine	Paramedic Truck	25	12
Fullerton Current Deployment	Paramedic Engine / BC	Paramedic Engine	Paramedic Engine	Paramedic Engine	Paramedic Engine	BLS Truck	25	10

The call volume in the downtown area surrounding Station 1 is significant. The augmentation of ALS delivery and truck coverage in the City of Fullerton will have a positive effect on the emergency service system. Following a 2-year period of service with the OCFA, the City and the OCFA will evaluate the response performance for the recommended configuration of response units in the city and discuss the results of the analysis, including any recommendations from either party for modifications that are warranted. Resource modifications may be available with additional new partnering agencies.

Start-Up Cost Summary

In addition to the annual contract price, a necessary one-time start-up cost will be charged to facilitate hiring of current Fullerton employees by the OCFA, standardization of equipment, and facilities (see page 43). One-time costs assume 75 sworn personnel positions and non-sworn personnel that the OCFA has vacancies for and can be adjusted for variations in transitioning staff. The OCFA is willing to discuss amortizing the start-up costs over multiple years rather than incurring a large cash outlay in a single budget year.

Summary of Start-Up Costs – Detail on Page 43

Communications	\$404,650
Facilities	\$152,700
Personnel	\$167,880
Service Center	\$394,080
Fleet Services	\$114,520
EMS	\$357,848
TOTAL	\$1,591,678

Long-Term Savings

Over the past ten years, the Orange County Fire Authority's cost increases to contract cities has averaged 3.29%. The OCFA's maximum increase is capped at 4.5%, and therefore, the table below represents this 4.5% increase to demonstrate the highest possible service charge for the City for each fiscal year. The increases represented for the Fullerton Fire Department were taken from the published projections represented in the current City of Fullerton's budget.

OCFA Proposal Cost Budget Co	mparison with Annual Increases
-------------------------------------	--------------------------------

	2021/22	2022/23	2023/24	2024/25
OCFA Service Charge	\$21,509,990	\$22,477,939	\$23,489,447	\$24,546,472
OCFA % Increase (Maximum)		4.50%	4.50%	4.50%
Fullerton FD Budget (Note 3)	\$27,307,520	\$29,183,547	\$31,188,456	\$33,331,103
% Increase	8.26% (Note 3)	6.87% (Note 4)	6.87% (Note 4)	6.87% (Note 4)
Annual Savings	\$5,797,530	\$6,705,607	\$7,699,010	\$8,784,632
Cumulative Savings (Notes 1 & 2)	\$5,797,530	\$12,503,137	\$20,202,147	\$28,986,779

Note 1: Excludes one-time start-up costs and the City's annual Unfunded Actuarial Accrued Liability (UAAL) payment to the Public Employees' Retirement System (PERS). Costs quoted are valid for the current fiscal year ending in June 2022.

Note 2: This table does not factor in other savings that the City should realize associated with Workers' Compensation and other departmental efficiencies.

Note 3: FY 2020/21 Fire Budget (source: City of Fullerton FY 20-21 Budget)

Note 4: Percent increase calculated using 7-year average increase in annual Fullerton Fire Department budget from FY 2015/16 to FY 2021/22.

Cost Control

A common concern of cities interested in contracting with the OCFA is the ability to control costs. The OCFA's cash contract cities have the financial protection of a cap on annual increases not-to-exceed 4.5%. The cap includes recapture provisions, wherein increases above the cap are banked for future recapture in subsequent years when cost increases are less than the cap. The percentage of increases for our contract cities over the last ten years is illustrated in the table below.

	Stanton	Tustin	Seal Beach	Buena Park	San Clemente	Santa Ana	Garden Grove	Westminster
2012/13	1.34%	1.34%	1.34%	1.34%	1.34%	1.34%	-	1.34%
2013/14	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	-	1.44%
2014/15	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	-	4.50%
2015/16	2.38%	2.38%	2.38%	2.38%	2.38%	1.41%	-	2.38%
2016/17	1.29%	1.29%	1.29%	1.29%	1.29%	1.03%	-	1.29%
2017/18	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	-	4.50%
2018/19	4.50%	4.50%	4.50%	4.50%	4.50%	4.49%	-	4.50%
2019/20	4.50%	4.50%	4.50%	4.50%	4.50%	4.47%	-	4.50%
2020/21	4.38%	4.38%	4.38%	4.38%	4.38%	4.50%	1.75%	4.38%
2021/22	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Avg. Annual Increase	3.33%	3.33%	3.33%	3.33%	3.33%	3.22%	3.13%	3.33%

Contributions to vehicle replacement and station maintenance are relatively stable cost elements of the proposal. Vehicle replacement contributions are calculated using the current replacement cost for the emergency vehicles assigned to the City, divided by the years of expected service for the vehicles (i.e., useful life).

Station maintenance contributions are handled as a revolving fund, requiring an initial deposit of \$15,000 per station, and then requiring annual replenishment only if/when funds are used for improvement projects or maintenance projects.

Service Charge Relative to Regional Costs

The proposed annual service charge would fund fire suppression, hazardous materials response, emergency medical services; also included are support functions, such as dispatching, fire investigations, training, fleet maintenance, supply and procurement, risk management, and all other services required in the support of the City of Fullerton contract for the effective operation of a modern fire department.

The contract service charge would be prorated on a monthly-basis, and payment would be due monthly in advance. Each March, the OCFA will provide notification of estimated changes in contract costs for the next fiscal year. Each June, the OCFA would provide the final annual contract service charge amount to the City.

The OCFA's Joint Powers Authority (JPA) agreement provides an option to withdraw at each tenyear interval. Article IV, Section 3.F. of the JPA agreement provides the detailed methodology for this option. The term of the new service agreement will run concurrent with the JPA agreement.

Community Risk Reduction (CRR) Cost Recovery Fee Program

By direction of the OCFA Board of Directors, the CRR Planning and Development and Prevention Field Services sections are funded through cost recovery fees. As the services provided by CRR are primarily directed to businesses, developers, architects, contractors, and sub-contractors, the fees are directed to the business community and not to individual homeowners and residents. The fees charged to the business community qualify as a business expense.

The Planning and Development Section engages in development review, plan review, and new construction inspections. Fees for these services are paid by developers, architects, contractors, and sub-contractors.

The Prevention Field Services Section engages in annual inspections, special events including fireworks, 850 (Board and Care facilities) inspections, citizen complaints, city requests, and company officer assistance. This section is partially fee funded and primarily based on the issuance of Operational Permits. These fees are paid by local businesses, building owners, and special event contractors.

OCFA fees are calculated by daily time logging of activity and volume of activity. OCFA fee development is vetted through a third-party fee consultant and approved by both the OCFA Budget and Finance Committee and the OCFA Board of Directors. Fees fluctuate from year-to-year depending on the volume and staffing levels and do not necessarily increase each year; in fact, often are reduced.

The City of Fullerton is encouraged to carefully review the attached fee schedule (Attachment C) to better understand the potential community impacts.

Associated Savings

The City of Fullerton will realize significant savings to several City departments should the OCFA assume the management, support, and service expenses relative to the Fire Department. The City will also achieve savings from the reduction of its insurance premiums and Workers' Compensation. The following are some of the services that will be provided by the OCFA's management and staff professionals:

- Human Resources Services including Recruitments, Testing, Selection, Employee Records, Labor Negotiation, Discipline, Grievances, Americans with Disabilities Act and OSHA Compliance, Benefits Management, Training, and Academies, etc.
- Information System Management including Emergency and Administrative Computer Hardware and Software Systems

- Facility and Property Management, and Routine Maintenance
- Human Resources Compliance Training for Family Medical Leave Act, Fair Labor Standards Act, Sexual Harassment and Equal Employment Opportunity Commission.
- Risk Management & Workers' Compensation Management
- Legislative Analyst & Lobbying Services
- Contract Administration
- Vehicle Purchasing and Maintenance (Existing funds in Fullerton's vehicle replacement accounts remain with the City.)
- Equipment and Supplies Purchase, Inventory Management, Repair, and Delivery
- Processing of Subpoenas and Information Records Requests
- Media Relations
- Community Education including School Programs
- Public Relations and Information Services
- Community Risk Identification, Prevention, and Mitigation Programs
- Dispatching
- Communications Equipment Purchase, Repair, Maintenance
- Emergency Response Mapping (GIS, AVL)
- Paramedic Continuing Education Services including an MD (Medical Director)
- Quality Assurance Programs
- Community Survey Programs
- Disaster Planning and Coordination
- Fiscal Management, Budgeting, and Payroll

Benefits of Contracting with the OCFA

The Orange County Fire Authority enhances services to the citizens of Fullerton and increases efficiencies within the City. The OCFA's full-service education, prevention, and emergency response brings with it a full support network and eliminates the workload for other city departments that currently support the Fullerton Fire Department. The support network includes Training/Safety and EMS Sections that provide in-house certifications and enhancement, skills maintenance, and Safety Officer coverage during incidents. These support functions ensure that a high level of service is provided to our residents. Other service enhancements include our depth of resources, specialized resources, a dedicated Fire Prevention program, a Hazardous Materials program, dedicated fire dispatchers, and a comprehensive Public Education program. These are standard in our regional system and are included in the contract price.

Additional benefits include:

City Council Member on OCFA Board – participation in public policy decisions

- City Council Member on Executive Committee based on position or appointment
- City Council Member on Budget and Finance Committee by appointment
- City Council Member on Human Resources Committee by appointment
- City Manager participation on Technical Advisory Committee
- City Manager participation on City Manager Budget and Finance Committee on a rotational basis
- Cost Control Contract increases are capped at 4.5% per year
- Active participation in Community Events
- Training and certification programs developed and presented in-house
- Paramedic nurse educators, training staff, and associated training facilities
- Dedicated Fire/EMS Emergency Dispatch including Emergency Medical Dispatch
- Risk Management Program including the "WEFIT" health and wellness program
- Behavioral Health Program
- Cancer Awareness and Prevention Program
- Central recruitment and hiring, personnel management, and benefit coordination
- Response compatibility with other Orange County Fire Departments
- Active participation and coordination with all Orange County city fire agencies
- Orange County Operational Area Coordinator under California Office of Emergency Services Area 1

Transition of Fullerton City's Fire Department

As a fire service contractor, the OCFA has the capability and resources to meet the City of Fullerton's needs to transition the City's fire service resources and public safety responsibilities. Should the City choose to contract with the OCFA, it is the OCFA's intent to complete a transition in a methodical, time efficient approach that is seamless without interruption or incident. The OCFA is confident that it will be able to begin providing service to the City of Fullerton in approximately 120 days after a contract for emergency service is completed and signed.

The Orange County Fire Authority is committed to making the transition of the Fullerton Fire Department operations and personnel to the OCFA as smooth as possible for the present Fullerton employees, as well for the employees of the OCFA. The OCFA would offer employment to current Fullerton Fire Department operations safety employees, and non-sworn Fire Department professional staff, subject to the conditions noted in this proposal, position availability, and final contract negotiations.

Governance Structure

In March 1995, members of a newly formed joint powers authority—the Orange County Fire Authority—met for the first time. The outcome was the formation of an organizational structure that shares decision-making among participants, while retaining the economies of scale and depth of service of the regional system. The member cities each selected a Council Member to sit on the OCFA governing board along with two members of the Orange County Board of Supervisors (Attachment A).

It is the collaboration of multiple City Council Members and City Managers, each providing their individual perspectives and experiences that assist in setting policy and providing oversight to the OCFA. It is these valuable perspectives and experiences that have translated into positioning the OCFA into a fiscally sound organization.

Board of Directors

Unique to the OCFA's governance system will be Fullerton's representation on the Board of Directors and its equitable share in the decision-making authority with other participants in the regional system. Members of Fullerton's City Council and the City Manager will have direct access to the Fire Chief for matters relating to service in their city, and the Fullerton City Council will select one of its Members to sit on the OCFA Board of Directors. All authority rests with the Board of Directors unless it is delegated by statute or board action. When delegated, these authorities are further defined by contracts, resolutions, policies, or other board actions. Today, the Orange County Fire Authority serves 23 of Orange County's 34 cities and all unincorporated areas of the county. Member cities now comprise approximately 93% of our service population.

In addition to the City of Fullerton's participation on the full Board of Directors, the Fullerton representative has the opportunity to contribute on various OCFA committees such as the Executive Committee, Budget and Finance Committee, and Human Resources Committee. The City of Fullerton will be provided an opportunity for representation on these committees on a positional or appointment basis. City Manager involvement is through the City Managers' Technical Advisory Committee and City Managers' Budget and Finance Committee that exists to assist in managing the proceedings of the Fire Authority.

Executive Committee

The Executive Committee conducts all business of the OCFA, except for policy issues, including labor relations, budget issues, and other matters specifically retained by the Board of Directors. The Executive Committee consists of no more than nine members of the Board of Directors. The Committee membership is comprised of the following designated positions: Chair and Vice Chair

of the Board of Directors, the immediate past Chair of the Board, and the Chair of the Budget and Finance Committee. In addition, the Chair appoints five at-large members. At least one member of the Orange County Board of Supervisors serves on this committee. The ratio of committee members representing cash contract cities to the total committee membership will be as close as reasonably possible to the ratio of the number of cash contract cities to total member agencies. The Chair of the City Managers' Technical Advisory Committee serves as an ex officio non-voting member of the Executive Committee.

Budget and Finance Committee

The Budget and Finance Committee advises staff and makes recommendations to the Board of Directors on matters related to financial and budget policies, development of budgets for the General Fund and capital expenditures, designations of reserves, budget balancing measures, evaluation, and development of plans to meet long-term financing needs, investment oversight and purchasing policies. The Chair of the City Manager Budget and Finance Committee serves as an ex officio non-voting member of this committee. Effective beginning the year ended June 30, 2006, the Budget and Finance Committee was also designated to serve as the OCFA's Audit Oversight Committee.

Human Resource Committee

The Human Resources Committee shall advise the OCFA staff and make recommendations to the Board of Directors on matters regarding human resources policies, job class specifications, compensation programs, benefit changes and renewals, labor negotiations, staff training development and recognition programs, succession planning, risk management and Workers' Compensation policies, and development of management/performance evaluation and information systems.

City Managers' Technical Advisory Committee

The City Managers' Technical Advisory Committee (TAC) advise the Fire Chief and make recommendations on major policy decisions, prior to submittal to the Board. The OCFA believes it is essential that there be harmonious and collaborative working relationships between the Fire Chief and City Managers; therefore, the TAC provides an effective means of building and facilitating that collaborative working environment. Upon joining the OCFA, the Fullerton City Manager would be invited to TAC meetings to provide additional participation in OCFA management.

City Managers' Budget and Finance Committee

The City Managers' Budget and Finance Committee (B&FC) is comprised of six City Managers who meet annually to review the proposed budget. This Committee also meets, when needed, to

review significant changes in the OCFA's financial condition and to discuss proposed policy decisions which may have financial ramifications for the OCFA and/or its member agencies. The Committee provides input to the OCFA's financial staff, the Fire Chief, and the OCFA Board of Directors regarding changes that they recommend to proposed financial policies, budget priorities, uses of available fund balance, and/or steps they believe the OCFA should take to reduce the budget.

Fiscal Considerations

OCFA's Fiscal Strength

The Orange County Fire Authority, funded much like a fire district, derives the majority of its funds from property taxes and service charges from the OCFA's cash contract cities. Currently, the OCFA has cash and investments of approximately \$155 million and received the highest credit rating by Standard & Poor's (SP1+) on its last short-term debt issue in 2015. The OCFA's strong fiscal management and solid record of fiscal discipline were two of the key contributing factors to the positive rating.

In September 2013, the OCFA Board of Directors approved an Accelerated Pension UAAL Payment Plan. The accelerated plan has the following benefits:

- Results in the OCFA's pension liability being paid off sooner
- Earlier and larger contributions into the pension system result in greater investment income earned
- Greater investment income earned results in less money paid by the employer over the long-term

As of December 31, 2020, OCFA's pension UAAL is \$275.6 million. In 2021, the actuary reported that the OCFA has saved \$46.8 million in interest by making additional payments towards its UAAL and is currently 87.7% funded. The OCFA is projected to achieve 100% funding by December 31, 2025

Further demonstrating the OCFA's fiscal strength is the fact that the OCFA's Business Services Department has received national awards for its fiscal management. In fiscal years 1998 through 2020, the OCFA has produced a Comprehensive Annual Financial Report for which they received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA).

The OCFA received budget awards from California Society of Municipal Finance Officers

(CSMFO) from 2001 through 2020 and GFOA's Distinguished Budget Presentation Award from 1999 through 2020. The Distinguished Budget Award is the highest form of recognition bestowed by the GFOA for governmental budgeting.

In addition to awards for financial reporting, budgeting, and treasury functions, the OCFA's Business Services Department–Purchasing Division earned the Excellence in Procurement Award by the National Purchasing Institute, Inc. (NPI) in 2007, 2008, and yearly 2011 through 2021. This award recognizes organizational excellence in procurement.

The OCFA views these award programs as important components to our continuous pursuit of professional growth, improvement, and financial sustainability. Our ongoing participation ensures that we stay abreast of new developments in these areas, and that we persistently work to establish and achieve professional standards of excellence.

Structural Fire Fund Cities

The Structural Fire Fund (SFF) is a separate allocation of property taxes for fire protection services and is mandated by Revenue and Taxation Code Section 95. Property taxes based on calculated tax factors are allocated to the SFF from the cities of Aliso Viejo, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Villa Park, Yorba Linda, and the unincorporated areas of Orange County.

Cash Contract Cities

The cities of Buena Park, Garden Grove, San Clemente, Santa Ana, Seal Beach, Stanton, Tustin, and Westminster receive services on a cash contract basis. A base charge was established for each city at time of entry. This charge is updated annually based on the percentage increase in the General Fund budget subject to a cap on the cost of annual adjustments. See chart on page 11 for historical increases. These costs represent the cost of providing service within a contract city and include:

- Direct Labor Costs Labor, Service and Supplies
- Indirect Support Costs Emergency Management and Support Staff
- Station Maintenance
- Vehicle and Equipment Replacement

The proposed contract with the City of Fullerton would be a cash contract.

Future Options for Withdrawal from the OCFA

A common question from cities considering joining the OCFA is regarding how they can withdraw from the OCFA in the event they wish to return to their own City Fire Department, and what will happen with their Fire Department assets upon withdrawal. The term of the OCFA's JPA is twenty years with an option to withdraw at each ten-year interval (June 30, 2030).

Upon withdrawal from the OCFA, the OCFA's lease-interest in the stations would be terminated and the fire station facilities would be returned to the City for its future use and maintenance. Regarding the City's fire department vehicles, the OCFA will monitor and track the value of the vehicles that are transitioned to the OCFA and maintain an ongoing accounting of "vehicle value" assigned to the City of Fullerton. During the duration of the contract, we will add the City's ongoing contributions to vehicle replacement and deduct the cost of new vehicles purchased for the City. Upon withdrawal, the tracked "vehicle value," if positive, would be returned to the City.

Overview of Fullerton Fire Department

The Fullerton Fire Department serves approximately 137,350 residents within its geographical boundaries of 22.3 square miles. The City's real property's assessed value is in excess of \$22.6 billion. Fullerton's Fire Department provides fire protection, emergency medical services, and public assistance services within the City of Fullerton and responded to approximately 13,900 emergency calls in the 2020 calendar year.

Current Fire Station Staffing

Fire Station 1 – 312 E. Commonwealth

Type I Engine – Paramedic Engine (4 personnel)

Battalion Chief

Fire Station 2 – 1732 W. Valencia

Type I Engine - Paramedic Engine (4 personnel)

Fire Station 3 – 700 S. Acacia

Type I Engine - Paramedic Engine (4 personnel)

Fire Station 4 – 3251 N. Harbor

Type I Engine - Paramedic Engine (4 personnel)

Fire Station 5 – 2555 Yorba Linda

Type I Engine - Paramedic Engine (4 personnel)

Fire Station 6 – 2691 Rosecrans

Truck - Basic Life Support (4 personnel)

Fullerton's Dispatching

Emergency communications services are currently provided by Metro Cities Fire Authority (Metro Net) whose public safety dispatchers are trained in fire and medical emergencies. Dispatch operates on the county-wide 800 MHz system for communications and utilizes Criteria Based Dispatch (CBD) for pre-arrival instructions. Its current Computer Aided Dispatch (CAD) is Keystone, which is interfaced to paging, station terminals, alerting, and Records Management System.

Dispatch Comparative

Fullerton	OCFA
800 MHz Radio System	800 MHz Radio System
USA Mobility (Private Paging Company)	OC 900 MHz Paging
Keystone CAD	CentralSquare Enterprise CAD
MDC Terminals – Broadband	MDC Terminals - Broadband
Criteria Based Dispatch (CBD)	Criteria Based Dispatch (CBD)
Working Structure Fire Response 4 Engines 2 Trucks 2 Battalion Chiefs 1 Paramedic	Working Structure Fire Response 4 Engines 2 Trucks 2 Battalion Chiefs 1 Paramedic 1 Division/Duty Chief 2 Investigators 1 Service Support Unit (Bottles and REHAB) 1 Safety Officer 1 Public Information Officer
Structure Fire/High Rise 4 Engines 2 Trucks 2 Battalion Chiefs 1 Paramedic	Structure Fire/High Rise 6 Engines 2 Trucks 2 Battalion Chiefs 1 Paramedic 1 Division/Duty Chief 1 Safety Officer 1 Service Support Unit (Bottles and REHAB) 1 Public Information Officer
*Minimum response is Basic Life Support level unit. Additional resources dependent on nature	Medical Aid Response 1 Engine or Truck 1 Paramedic 1 Private Ambulance
Traffic Accident/Person Trapped 1 Engine 1 Truck 1 Battalion Chief 1 Paramedic 1 Private Ambulance	Traffic Accident/Person Trapped 1 Engine 1 Truck 1 Battalion Chief 1 Paramedic 1 Private Ambulance

Overview of the OCFA

The Orange County Fire Authority is one of the largest regional fire service providers in California. The Authority responded to approximately 148,721 emergency incidents throughout its fire protection area during the 2020 calendar year. The Authority's staffing includes 1,152 firefighters, and 53 fire management personnel, 341 non-safety staff, and 162 reserve positions. The OCFA

¹ Authorized positions, not all are filled.

currently serves 2 million residents in an area of 587 square miles. This service area consists of 24 political jurisdictions including the unincorporated county areas and 23-member cities with real property having an assessed valuation more than \$374 billion.

Communities Proudly Served:

Aliso Viejo	Laguna Woods	Santa Ana
Buena Park	Lake Forest	Seal Beach
Cypress	Los Alamitos	Stanton
Dana Point	Laguna Niguel	Tustin
Garden Grove	Mission Viejo	Villa Park
Irvine	Rancho Santa Margarita	Westminster
La Palma	San Clemente	Yorba Linda

Laguna Hills San Juan Capistrano Unincorporated Orange County

The OCFA operates out of the Regional Fire Operations & Training Center (RFOTC) as its fire department headquarters in the City of Irvine and 77 fire stations in 11 battalions, providing fire suppression, emergency medical, rescue, hazardous materials response, and fire prevention services. The department's service area, which is non-contiguous and includes all parts of the county, is organized into seven major geographical divisions. The equipment used by the department has the versatility to respond to both urban and wildland emergency conditions. The OCFA's inventory includes structural engines, brush engines, trucks/quints, paramedic squads, and other specialized equipment, including hazardous materials units, urban search and rescue units, command units, water tenders, crew-carrying vehicles, air utility units, foam tenders, fuel tender, dozers, and helicopters.

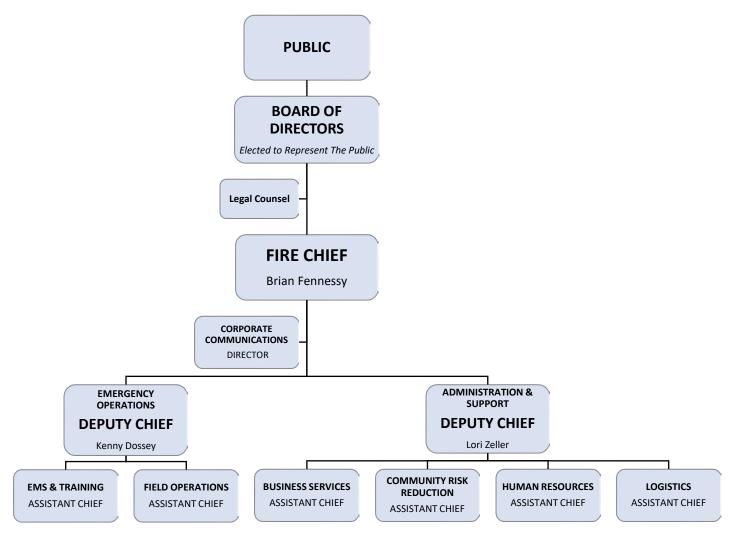
The OCFA has 30 automatic and mutual aid agreements with other fire departments for use and assignment of resources for daily operations and in the event of major emergencies. Under contract to the state, the OCFA protects approximately 175,000 acres of wildland in State and Federal Responsibility Areas located within the county. The OCFA also provides aircraft rescue firefighting services by contract to John Wayne Airport in Irvine.

Organizational Structure

Executive Management

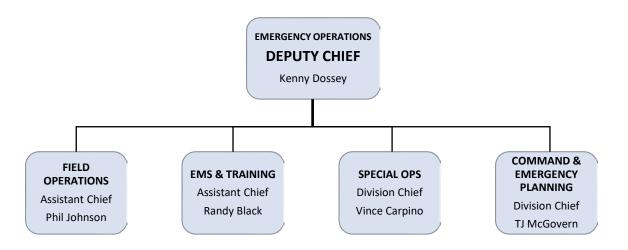
A combination of safety and non-safety managers provide leadership for the OCFA; an appointed Fire Chief, two Deputy Chiefs and six Assistant Chiefs. Service activities are organized into six

departments: Field Operations, EMS and Training, Business Services, Community Risk Reduction (Fire Prevention), Human Resources, and Logistics.



Emergency Operations Bureau

The Emergency Operations Bureau, under the command of a Deputy Chief, is responsible for the delivery of fire, hazardous materials, emergency medical, and rescue services and is most recognizable to the citizens protected by the Orange County Fire Authority.



Field Operations Department

The department is composed of seven divisions, each under the command of a Field Division Chief. The seven divisions are based on geographical areas and are divided into battalions under the command of Field Battalion Chiefs. Each battalion contains five to ten stations. Stations are staffed with Captains who are responsible for supervising the fire and emergency medical services for that station on a day-to-day basis. Similar to fire station personnel positions, Battalion Chief positions are staffed on a shift basis (A, B, and C shift) twenty-four hours per day.

The varied nature of emergency response requirements in Orange County dictates that the OCFA's regional emergency response system be an all risk/multi-function system. OCFA firefighters provide a diverse range of services to Orange County residents, including:

- Structural Firefighting
- Wildland Firefighting
- Emergency Medical Response
- Public Education
- Urban Search and Rescue
- Hazardous Materials Response

- Aircraft Firefighting at JWA
- Air Operations
- Fire Prevention Inspections
- Technical Rescue
- Swift Water Rescue

Fire Suppression

The Operations Department is responsible for controlling and suppressing all hostile fires in the Authority's jurisdiction. This service is enhanced by mutual and automatic aid agreements with surrounding jurisdictions.

Emergency Medical Response

Response to medical emergencies is historically the majority of the responses by Operations personnel. The OCFA provides EMS service with Basic Life Support (BLS) units, Advanced Life Support (ALS) Units from Paramedic Assessment Units and either ALS Paramedic Squads, Engines or Trucks. As with Fire Suppression this service is enhanced by mutual and automatic aid agreements with surrounding jurisdictions.

Fire Prevention Activities

Operations Department field personnel, located in stations throughout the county, also devote considerable time each day to fire prevention and education activities. To maximize resources, engine, truck, and paramedic companies perform most fire safety inspections of businesses and multi-tenant occupancies. Personnel are trained in fire prevention and controlled-activity permit procedures. In addition, field companies provide safety education and familiarization programs to schools, community groups, and interested citizens as part of the Authority's efforts to prevent fires and the associated injuries and losses.

Hazardous Materials (HazMat) Emergency Response Team

The HazMat Team responds to hazardous materials spills and leaks, providing expertise in the safe handling, abatement, and documentation of the emergency.

Aircraft Rescue and Firefighting

The OCFA provides aircraft rescue and firefighting (ARFF) services through a contract with John Wayne Airport. The ARFF crews also provide aircraft refueling safety classes.

Community Volunteer Services

The Community Volunteer Services, managed from Battalions 2 and 3, coordinates all volunteer programs within the OCFA. This includes the Reserve Firefighter Program, the Fire Cadet Program, and the Fire Chaplain Program. The Fire Cadet Program provides opportunities for youth between the ages of 14 and 21 to develop leadership, management, and accountability skills at an early age.

Emergency Medical Services and Training Department

Emergency Medical Services

The EMS and Training Department provides Emergency Medical Services, specialized training programs for Operations personnel, administers the Wellness and Fitness program (WEFIT), and the Cancer Awareness and Prevention Program (CAPP). There are seven dedicated Nurse Educators (RN's) for field training, review and certification in addition to the Paramedic Coordinator (RN), and Firefighter/Paramedic field support liaison who report to the EMS Battalion

Chief. The OCFA employs a medical director for oversight of quality control of pre-hospital care. Physician Claus Hecht is actively involved with OCEMSA and participates in numerous local, state, and federal EMS and Urban Search and Rescue (US&R) task forces and decision-making commissions. Our EMS Section is dedicated to quality control, training, and tracking the latest emergency medical trends and health care to best serve the citizens in our communities.

Training and Safety Division

This section delivers and facilitates all organization-wide training activities for emergency response personnel. This includes research, development, and implementation of a variety of training courses to meet local needs as well as state and federal mandates, such as basic firefighter, driver/operator, handcrew, and officer academies for career and reserve firefighters. This section also serves in a lead capacity on issues of employee and incident safety, with training officers also serving as safety officers on major incidents.

Training and Promotion Division

Training and Promotion Division coordinates the preparation of classes with Operations Training and Safety for operations personnel and coordinates all promotional examinations for Fire Apparatus Engineer, Fire Captain, and Battalion Chief with Human Resources. This section also assists the Human Resources with firefighter recruitments.

Wellness and Fitness

The WEFIT Program is responsible for administering the WEFIT exam process, fitness facilities, and maintaining the Peer Fitness Trainer program for the career firefighter work force. This program, which is a joint Labor-Management initiative, emphasizes the prevention of injuries to the employee, and historically, the WEFIT program has decreased the costs associated with lost workdays, Workers' Compensation, and reduced the potential for re-injury.

Special Operations Division 10

Air Operations Section

The Air Operations Section is responsible for coordination of the Authority's helicopter program. The Authority currently maintains firefighting helicopters at Fullerton Airport, which are used for emergency responses throughout the year for wildland and wildland-urban interface fires, swift water and still water rescues, medical rescue support, and disaster mitigation.

Urban Search and Rescue

The Orange County Fire Authority is capable of providing Urban Search and Rescue (US&R) services, utilizing four US&R truck companies strategically placed within Orange County. Two of these truck companies are within close proximately to the City of Fullerton in Buena Park and Yorba

Linda. In addition, the OCFA and the Federal Emergency Management Agency (FEMA) jointly sponsor one of the twenty-eight national Urban Search and Rescue Teams. California Task Force Five (CATF-5) based in Orange County, has an extensive array of equipment and provides advanced search and rescue services to communities in need. CATF-5 is available to respond to local, state, and national emergencies within six hours of notification.

Crews and Equipment

The Crews and Equipment Section is comprised of handcrew firefighters and heavy fire equipment operators. When not deployed on wildland incidents, the Crews and Heavy Fire Equipment Section completes prevention activities such as fire road maintenance and fuels reduction work in OCFA service areas. The personnel and equipment are also utilized to perform overhaul activities on structural fires, sandbagging, and mud and debris removal during winter rains.

Investigation Services Section

The origin and cause determination of our fires is the first step in determining our fire problem and ultimately fire prevention. The Orange County Fire Authority is constantly staffed with origin and cause investigators to gather data that drives our fire prevention and community education efforts. The section also includes fire investigators that focus on criminal follow-up. These investigators work closely with city, state and federal law enforcement agencies to reduce intentionally set fires. The section is assisted by an accelerant detection canine through an agreement with the Alcohol Tobacco and Firearms (ATF).

Command and Emergency Planning Division 11

Emergency Communications Center (ECC)

The Emergency Communications Center is responsible for receipt and dispatch of emergency calls. The dispatcher answering the initial call determines the type of call, jurisdiction, and closest unit, and dispatches units via computer-aided-dispatch (CAD). In the event of a medical emergency, a dispatcher remains on the phone and utilizes the OCFA's Emergency Medical Dispatch (EMD) procedures to render life-saving instructions while apparatus are responding.

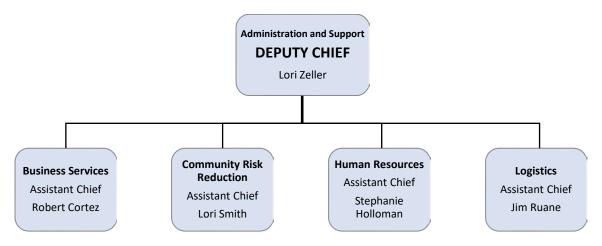
Strategic Services

Strategic Services personnel, in conjunction with city/county and Local Agency Formation Commission (LAFCO) planning staff, reviews and responds to major development proposals for public safety and fire protection impacts. Other responsibilities include analyzing and monitoring impacts of development projects, annexations, and incorporations of fire resources, and initiating agreements with developers for acquisition, design, construction, and dedication of fire facilities and equipment. This section also coordinates all California Environmental Quality Act (CEQA) related reviews and processes of the agencies. Also included are all activities associated with

analysis of demographic shifts on service delivery, Authority performance standards, management of the OCFA Strategic Plan, and proposal coordination for new partner cities.

Administration and Support Bureau

The Administration and Support Bureau, under the command of a Deputy Chief, is responsible for much of the behind the scenes work that makes it possible to run the Orange County Fire Authority. The Regional Fire Operations and Training Center (RFOTC) in Irvine operates as our headquarters and is the location where the majority of these services take place. There are remote locations around Orange County that serve as field offices.



Business Services Department

The Business Services Department, under the direction of an Assistant Chief, manages all financial, purchasing, legislative, and Board of Director activities. The department coordinates and prepares all budget, payroll, accounting, and administrative support to the Authority; monitors cash balances, makes investments, coordinates issuance and administration of long and short-term debt; purchasing; and provides oversight of the Clerk of the Authority. Legislative affairs and monitoring responsibilities are also conducted by this Department.

Clerk of the Authority

The Clerk of the Authority's Office is responsible for attending and taking minutes of all public meetings of the Board of Directors and its committees, executing orders of the Board as directed, preparing legal notices for publication, distributing copies of Board orders, processing subpoenas, customer feedback, Fair Political Practice Commission (FPPC) filings, and performing records management functions for the Authority.

Finance

The Finance Division is responsible for providing financial accounting, reporting, planning, and developing procedures and policies to protect and safeguard the financial and material assets of the

Authority. Responsibilities include accounts receivable, accounts payable, and payroll; general accounting of fixed assets, and general ledger; and support budget preparation and monitoring, and special financial studies.

Purchasing

The Purchasing Division processes all purchasing requisitions, develops requests for proposals, manages formal bid processes, and manages surplus property for the Authority. Based upon the OCFA's strong purchasing practices and policies, the Section has received an award for Achievement of Excellence in Procurement in 2007, 2008, and 2011 through 2021.

Treasury and Financial Planning

The Treasury and Financial Planning Services Division is responsible for providing a variety of Treasury and Financial Planning services for the Authority. Treasury services include monitoring cash balances, making investments, issuing and administering long and short-term debt, and oversight of the Deferred Compensation program. Financial Planning services include preparation of annual budgets, monitoring and reporting of budget variances, financial forecasting, and special financial studies.

Legislative Services Section

The Legislative Services Section monitors legislation and regulations and advocates the Authority's position before federal, state, and local governing and regulatory agencies. The OCFA takes an active role in state and federal legislation and regularly interacts with statewide groups such as the League of Cities, California State Association of Counties and California Fire Chiefs Association. In addition, the Legislative Services Section assists on fire service grant requests and works with our Orange County Congressional Delegation to seek support and funding for fire agency specific projects. As a stakeholder in Orange County, the OCFA has a strong understanding of the political issues affecting not only the OCFA, but all our partner cities. Efforts at the local, state, and federal level are often on issues that affect our cities, as well as the fire service.

Community Risk Reduction Department (Fire Prevention)

The Community Risk Reduction Department, under the leadership of an Assistant Chief, contributes to community safety and prosperity through the systematic mitigation of risk. Staff works with the development community and partner agency staff to help build safe communities; with community stakeholders and residents to maintain and enhance safety at the neighborhood level; and with several other agencies and stakeholders to evaluate losses and improve mitigation through engineering, education, and enforcement.

Planning and Development

The Planning and Development Section works with the development community and jurisdiction planning and building staff to ensure new tracts and projects meet state and local fire and life safety requirements. Staff reviews design and construction plans, working closely with architects, engineers, and consultants following the planning process to ensure that the California and International Fire Code requirements are met prior to issuance of grading and/or building permits. They also conduct inspections of all construction projects.

Prevention Field Services

The Prevention Field Services Section assists stakeholders such as businesses, partner agency staff, first responders, environmental regulatory agencies, and the general public in maintaining and enhancing safe communities. Each division office provides a high level of life safety by: (1) ensuring that minimum state and local codes are met, (2) responding in a timely manner to citizen complaints regarding fire hazards, (3) working closely with local civic groups to ensure code compliance with the special events they sponsor, and (4) providing training and assistance with fire prevention issues to Operations Department personnel.

Wildfire Pre-Fire Management

The OCFA's Wildfire Pre-Fire Management Section (PFM) provides for wildfire prevention in Orange County's State Responsibility Areas (SRA) as well as the wildland urban interface (WUI) areas of incorporated cities and unincorporated areas of the County. PFM is funded thorough both the State (CAL FIRE) and local funding and is overseen by a Deputy Fire Marshal. The overall goal of the PFM team is to ensure operational success through the efforts of two programs, including Wildland Resource Planning and Community Wildfire Mitigation.

- Wildland Resource Planning The OCFA's Wildland Resource Planner is responsible for overseeing the OCFA's remote automated weather stations (RAWS), live fuel moisture monitoring, fuel reduction projects, fire roads and fuel break maintenance, and is the on-scene CAL FIRE agent at SRA-related incidents for Orange County. Additionally, this position works collaboratively with other key stakeholders (i.e., landowners/managers, government agencies, utilities, etc.) on prevention, suppression and restoration related issues and projects. The OCFA's Fire Behavior Decision Support Team also works with the Wildland Resource Planner.
- Community Wildfire Mitigation (CWM) Under the leadership of an Assistant Fire Marshal, this section has three Fire Prevention Specialists, who are responsible for fuel modification plan reviews and compliance, annual defensible space inspections, post-event damage inspections, mapping and reporting, vegetation-related complaint follow-up, and wildfire community outreach. Additionally, this section regularly collaborates with other city, county, state, and

federal agencies, as well as with Homeowner's Associations, property owners and local Fire Safe Councils.

Human Resources Department

Human Resources is managed by the Assistant Chief of Human Resources, and administers benefits, employee/labor relations, recruitment and selection, and the risk management program.

Risk Management

The Risk Management Section administers the general liability and workers' compensation insurance programs, the safety and occupational health programs and the Behavioral Health program. The section secures insurance coverage for the Authority's insurance needs, responds to general liability losses and claims, designs and implements safety compliance programs, conducts health/safety and ergonomic assessments and is responsible for maintaining Cal/OSHA and NFPA health and Safety records.

Benefits

This section is responsible for the administration of a variety of benefit programs including CalPERS Medical Plans (for non-Firefighter Unit employees), Employee Assistance Program, Retiree Medical Program, and Dependent Care Assistance Program. The Benefits Section is also responsible for the administration of the dental, vision and life insurance programs for non-Firefighter Unit employees and serves as a liaison to the Orange County Employees Retirement system (OCERS). The Benefits Section is responsible for transmitting the Authority's contribution to the Orange County Professional Firefighters Association Medical Benefit Trust Fund, which is administered by the Association. This section also includes Classification and Compensation which maintains OCFA classification specifications, administers class studies and updates the Authority's salary tables.

Recruitment and Selection

In compliance with State and Federal laws and statutes, Recruitment and Selection is responsible for recruiting and selecting the most qualified candidates, promoting qualified employees, and upholding the OCFA's merit system selection rules and appeals procedure.

Employee Relations

Employee Relations consists of employee and labor relations and is responsible for handling investigations, grievances, and complaints, interpretation of MOU provisions, personnel evaluations and supporting employee performance management.

Logistics Department

The Logistics Department is managed by an Assistant Chief and provides support to all departments of the Authority. The Department responsibilities include the coordinating all facility maintenance, repairs, and construction; automotive and fleet maintenance, repairs, and acquisition; development, operation, maintenance, and security of the Authority's computers, networks, information systems, and communication systems.

Fleet Services

The Automotive Section manages a fleet of more than 650 vehicles and fire apparatus; performs preventive maintenance, major and minor repairs, and renovations on the Authority's apparatus and vehicles; tests and certifies specialty equipment; designs and develops specifications; and oversees acquisition and manufacturing quality assurance of all vehicles and apparatus.

<u>Information Technology</u>

The Information Technology (IT) Section is responsible for the development, operation, maintenance, and security of the Authority's computers, networks, information systems, and communication systems. Responsibilities include strategic planning and forecasting of technology needs; development and monitoring of technology standards and guidelines; systems analysis, design, and implementation; software and hardware evaluation; selection and deployment of all IT related purchases, upgrades, and replacements; and maintenance of a centralized enterprise Geographic Information System (GIS).

The OCFA's IT Section has been designated the lead agency by the Orange County Fire Chiefs Association to oversee and implement several grant-funded initiatives to improve Fire Service through Technology and Interoperability. Countywide technology projects lead by the OCFA have included CAD-to-CAD Interoperability, Wireless Mobile Data Network, Countywide GIS Repository & Mapping Standards, NG911 GIS coordination, and an Automatic Vehicle Location program.

Property Management

The Property Management Section manages the needs assessment, design, engineering, and construction of new facilities; structural and cosmetic remodeling of existing facilities; and other extensive upgrades through a comprehensive Capital Improvement Program.

This section coordinates all requests for repairs to facilities and oversees scheduled maintenance for over half million square feet of facilities space owned or operated by the OCFA. These activities are accomplished primarily through contracted vendors and technicians. Service areas include fuel and power sources, heating and ventilation systems, air quality such as diesel exhaust systems,

landscape and irrigation, utilities, and systems required to ensure that facilities are ready, safe, and habitable. In addition, this section also services building systems, including repair and replacement of furnishings, fixtures, and household equipment.

The Property Management Section oversees the acquisition of land and facilities for use by the OCFA through a variety of service agreements. The section also provides space planning and needs assessment studies for all space requests. Staff also coordinates relocations of safety and non-safety personnel.

Service Center

The Service Center provides shipping, receiving, and warehousing services for the Authority; performs mail processing and delivery services; certifies and maintains apparatus; provides repair and fabrication services on equipment, woodworking, safety garments, and tools; manages the acquisition and distribution of bulk supplies and equipment; and provides logistical support for major emergencies.

Corporate Communications

Overseen by the Director of Communications, this section is comprised of a Public Relations Manager, three 24-hour Public Information Officers (PIO), a Community Relations and Education Supervisor, five Community Education Specialists, and a Multimedia Supervisor and Specialist.

Public Information and Media Relations

The PIO section is staffed by three Captains on a 24-hour shift schedule. The office ensures that the public is kept informed of daily OCFA activities, and during major emergency incidents. The PIO acts as the spokesperson for the OCFA during daily requests from reporters as well as during major incidents. The PIO ensures that accurate and timely information is released to the public and media. The PIO also assists with news releases, board advisories, and community outreach.

Education and Community Outreach

The Community Relations/Education team is responsible for large-scale educational campaigns and community outreach events. This group also creates messaging material and delivery systems to promote awareness of public safety issues. The most significant campaigns that educators are involved with include drowning prevention, wildfire awareness, fire safety, disaster preparedness and neighborhood smoke alarm installations.

Multi-Media Services

This section is responsible for all the OCFA's audio, video and photographic needs. Staff produces monthly informational videos and Podcasts, training videos, newsletters, covers the firefighter academies, manages all audio and video for monthly executive committee and board of directors'

meetings, and designs a wide variety of OCFA informational material.

Resource and Strategic Decisions

Resource Decisions

Fire department resources are controlled by a fire agency for City coverage and emergency situations through three methods: direct control, automatic aid, and mutual aid. The OCFA would utilize direct control of regional resources on a day-to-day basis to ensure that emergency units will be available in the City of Fullerton. Some jurisdictions may feel that mutual aid and automatic aid are substitutes for a regional approach, this is a common misconception.

Mutual aid and automatic aid agreements cannot substitute for direct control of the request for resources. Mutual aid and automatic aid, although beneficial for major emergencies, relies on another agency's resources. If those resources are not available, response may be delayed or not forthcoming. The OCFA's regional approach will ensure that the Fire Authority's great depth of resources will be available when Fullerton needs them.

The OCFA provides a depth of resources which allows for an aggressive move-up and cover program. This allows for rapid coverage of Fullerton if resources are committed to incidents in the city. Automatic Vehicle Location (AVL) enables the OCFA to utilize the closest resources, including automatic aid for rapid response to emergencies. These new technological improvements will supplement our existing multi-agency 800Mhz radio system and inter-agency dispatch link.

Local Control and the OCFA Liaison

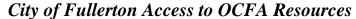
While the City will have a representative on the Board of Directors, the OCFA recognizes that an ongoing liaison between the City and its fire department is essential. The OCFA assigns a Division Chief and a Battalion Chief to maintain day-to-day working relationships with the City Manager, and through him/her, the City Council. If the City of Fullerton is to transition to the Authority, OCFA Battalion 12 will be created, and the battalion headquarters will be at the current Fullerton Station 1. The battalion will be part of OCFA Division 7, and the Division headquarters will be provided from its current location in Buena Park.

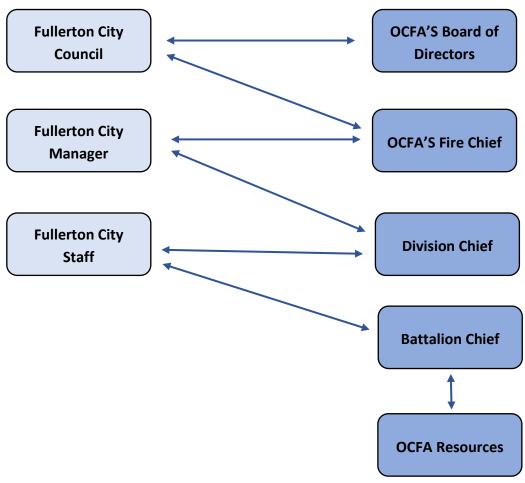
The Division Chief is responsible for representation at meetings called by the City Manager, City Council meetings, and other city staff meetings where fire department input is needed. The Division Chief or Battalion Chief represents the fire department at community events, meetings, or other functions upon request of the City Manager or designated city staff. The Director of

Corporate Communications ensures the OCFA Board Director and appropriate city staff are immediately notified of all significant incidents within the city. Notifications are customized for each city to ensure the needs of our partners are met. Local control is maintained as the OCFA, through Corporate Communications, will work collaboratively with city staff in developing strategic communications plans regarding issues and incidents affecting the OCFA and our partner cities. The Public Information Officer (PIO) will be on-scene of significant incidents to handle media relations to ensure strategic communication plans are implemented and timely and accurate information is disseminated.

Understanding that the City and the Orange County Fire Authority would be responsible to the citizens for fire protection and emergency services, both parties will discuss changes to fees, staffing, and permanent placement of equipment and companies prior to implementation; however, the final decision-making authority lies with the OCFA for staffing and equipment. As changes in the staffing and placement of equipment in adjacent communities serviced by the OCFA could affect service to the City, the OCFA will advise the City prior to implementation if such changes should occur.

Both parties will also discuss changes in fire codes and ordinances relating to the Authority's prevention operations; final fire code adoption decision-making authority is with the City of Fullerton.





Apparatus

In order for the Orange County Fire Authority to provide fire and emergency medical service protection to the City of Fullerton, the following apparatus will transition to the OCFA:

- (5) Type I Engines (349A, 350A, 355C, 357C, 363B)
- (4) Reserve Type 1 Engines (351C, 352C, 353C, 354C)
- (2) Battalion Chief Vehicles (143C, 1030)
- (1) Battalion Utility (144A)
- (3) Truck Companies (360A, on order for Station 6, to be ordered for Station 3)
- (5) Fire Prevention Vehicles (132D, 133A, 139C, 145C, 205A)
- (3) Command Vehicles (119D, 134B, 276B)

The City will lease to the OCFA, at no cost, all current fire department vehicles, and apparatus necessary to maintain service within the City of Fullerton, as outlined above. The apparatus will be

incorporated into the Authority's vehicle rotation and replacement plans and preventative maintenance program. Currently, an engine is expected to obtain approximately 120,000 miles during a life span of approximately fifteen (15) years.

Throughout the engine or truck's service life, it will be rotated between busy and slow stations to allow the maximum life expectancy to be reached. The replacement cost of each vehicle is based on the anticipated price in the year of purchase divided by the years of expected service.

Each of OCFA's fleet of more than 650 vehicles is scheduled for preventative maintenance, based on mileage and use to ensure safety and response capability. The Automotive Section tracks each vehicle's mileage, use, performance, and repairs. If a trend develops, due to increased vehicle failure or need for repair, maintenance schedules are adjusted as necessary to correct any problems or potential problems. If any apparatus develops ongoing issues, the vehicle's use and life span are re-evaluated and adjusted accordingly.

The routine fleet maintenance of Fire Authority vehicles is normally performed at our RFOTC facility in Irvine, and relief equipment is placed in service while the unit is out for maintenance. All Fullerton units have been reviewed and evaluated by our Fleet Services Section.

Equipment currently assigned to the Fullerton Fire Department and not requested by the OCFA will return to the City.

Facilities

The OCFA Property Management completed a cursory review of the six Fullerton Fire Stations to evaluate the overall condition. The inspection revealed all stations to be in serviceable condition, with no major deficiencies apparent. Supporting documents were provided by the City. The inspection included the following areas:

- Electrical
- Plumbing
- HVAC
- Emergency Generators
- Roof
- Apparatus Bay Doors
- Diesel Exhaust Collection
- Fuel Storage Tanks

• Dorm, Bath, and Storage Configuration

The OCFA will require the City of Fullerton to provide inspection certification of asbestos mitigation or a management plan for each facility prior to transition and its cost. All current permits and certifications for generators, elevators, fuel station, underground tanks, and any other machinery requiring permits or certification will be required to be provided to the OCFA for transfer of the facilities responsibility. The City will ensure all permits/certifications are current at time of transition. The OCFA will continue compliance and permit renewals.

OCFA Leasing of Facilities

The City of Fullerton will lease the 6 fire stations and the training tower to the Orange County Fire Authority for the nominal fee of \$1.00 per year for each station. The OCFA will use the premises for public safety purposes. The City shall be responsible for insurance protection of improvements against fire and other risks. The OCFA will provide normal, daily operations, and maintenance for the leased facilities consistent with established OCFA standards. The OCFA will be responsible for all utilities, including gas, electricity, water, and trash removal except those facilities shared by other entities.

Normal daily operations and maintenance services include janitorial supplies, cleaning, maintenance of interior and exterior surfaces, service and repair of plumbing and electrical systems, trash pickup and other minor repairs. Repairs of major items, such as air conditioning, apparatus doors, heating systems, and exterior coverings are covered by participation in the station maintenance plan. Alterations and improvements in excess of \$15,000 will be the responsibility of the City of Fullerton and would be submitted to the City by the Division Chief for consideration, as described below. It is assumed that all stations will be in operational order at time of transition.

The City shall be responsible for all maintenance, repair, and alterations considered a capital improvement (Capital improvements are any single project that exceeds a cost of \$15,000.) Capital projects may include seismic repair, major remodel, renovation/relocation of stations and new fire station construction including structural upgrade required by law.

Hazard Issues

The City will maintain all responsibility for current fuel storage tanks, associated above and underground piping, and any other previously existing hazards including asbestos, asbestos containing materials and mitigation. Associated costs will be the responsibility of the City of Fullerton and will be addressed expeditiously at the earliest convenience of both the City of Fullerton and the OCFA.

Personnel

If the City of Fullerton decides to contract with the Orange County Fire Authority for emergency services, the OCFA is committed to making the transition of the Fullerton Fire Department's operations and personnel to the OCFA as smooth as possible. The positions filled are those created by the contract between the City of Fullerton and the OCFA; therefore, the considerations rendered regarding personnel are based on any new positions added to the OCFA by this contract.

The OCFA will hire all sworn safety personnel that are current Fullerton Fire Department employees based on their rank held on April 26, 2021, subject to the conditions noted in this section and the following:

All current sworn employees will be offered positions with the Orange County Fire Authority. The Fullerton Fire Department non-sworn employees may be offered positions based on funded positions vacant within the Orange County Fire Authority.

Sworn positions by rank needed for contract:

- 3 Battalion Chiefs
- 18 Fire Captains
- 18 Fire Apparatus Engineers
- 36 Firefighter/Firefighter-Paramedics

The policy of the OCFA is that only the number of positions of rank (Battalion Chief, Captain, Engineer) created by the addition of a new contract are available to the new transitioning personnel. Historically, if the transitioning city has more positions of rank than created by the new contract, those individuals in excess may be demoted in rank. The City will determine which individuals will fill the positions of rank, prior to the transition.

Compensation

The OCFA Human Resources Section will prepare calculations to match the Fullerton employees' salary with the closest comparable base pay on OCFA's salary schedule for the rank in which the employee will transition. If the employee's base salary falls between two steps, the employee will receive the higher step. Non-safety compensation is based on the position they are offered. The safety employees will receive retirement and medical benefits as outlined in the current OCFA Firefighter MOU².

² Non-safety employee(s) will follow the OCEA General/Supervisory Unit MOU for new hires, service a probationary period.

Seniority

Within the limits of the number of safety (sworn suppression) employees required by the service option, continuous employment as a full-time firefighter with Fullerton shall be considered the same as continuous employment with the OCFA for transitioning safety employees only for the purposes of:

- Layoff seniority
- Bid assignment seniority preference
- Promotional opportunities
- Accrual of vacation and sick leave

Transitioning employee seniority list will be provided by the City of Fullerton to the OCFA at time of transition.

Probation

Current regular sworn safety Fullerton Fire Department employees hired by the OCFA will be considered to have passed their probation period with the Fire Authority, except for the following:

- Any employee who has not completed probation with the City of Fullerton;
- Any employee who has been suspended within the last year;
- Any employee who has disciplinary action pending or is under investigation for possible disciplinary action at the time of transition, and disciplinary action has been sustained.

If an employee meets any of the above exceptions, the employee may serve a new probation period of twelve months. Civilian non-sworn employees serve a probationary period as per the Orange County Employee's Association Memorandum of Understanding for general and supervisory management.

Medical/Physicals/Fingerprint/DMV

All Fullerton Fire Department employees offered employment with the OCFA would be required to pass a pre-employment medical/physical examination, Livescan, and California Department of Motor Vehicles (DMV) check. If a Fullerton Fire Department employee fails to meet the medical requirements or the OCFA determines their fingerprint records or DMV record eliminates them from consideration (after completion of an individualized assessment), the City of Fullerton will be responsible for the employee. The City may provide the DMV check or may require the employees to provide the DMV check to the OCFA.

Sick Bank

The OCFA does not provide any advanced sick leave balance for the transitioning employees. All

sick leave accrued by transitioning employees during their employment with the City of Fullerton shall be the responsibility of the City of Fullerton. The OCFA suggests a sick leave bank for the City of Fullerton employees of five shifts (120 hours). If the City wishes to transfer a sick leave bank for the transitioning City of Fullerton employees, the OCFA will coordinate with the City on details associated with use of the banks.

Vacation Accrual

The OCFA does not provide any advanced vacation leave balance for the transitioning employees. All vacation accrued by transitioning employees during their employment with the City of Fullerton shall be the responsibility of the City of Fullerton. If the City wishes to transfer a vacation leave bank for the use of transitioning City of Fullerton employees, the OCFA will coordinate with the City on the details associated with the use of the banks.

Transition

As stated earlier in this document the purpose of the transition tasks is to complete transition in a methodical, time efficient approach that is seamless without interruption or incident.

Prior to providing emergency services to the City of Fullerton the OCFA has several tasks that are required for an initial transition. Regardless of the size of the contracting city the tasks are essentially the same; however, the time to complete the tasks are based on the complexity of the department and the geographical size of the city. Some tasks are crucial prior to servicing the City's fire service needs, while other non-essential tasks can be completed weeks or months after the initial transition. Tasks necessary for a transition are separated into three categories:

□ Priority Tasks□ Essential Tasks□ Non-Essential Tasks

Priority Tasks

There are three priority tasks paramount to beginning service to a contract city and although there may be the ability to condense the timeframes for some of these tasks each must be completed. It should be recognized that there may be alternatives to a priority task that could accelerate the initial transition. The first priority task is to complete and sign a contract for emergency services. Until this is completed, the OCFA cannot begin the other two.

Employee Transition

The second priority task is associated with the transfer of personnel. After a contract is signed the OCFA Human Resources will begin the necessary transition processing for Fullerton Fire personnel. The process will begin with presenting job offers to the current Fullerton employees; once accepted by the employees they will begin medical evaluations. The OCFA's Human Resource Department routinely processes new employees through the University of California, Irvine Medical Center (UCI) and completes between ten (10) to eleven (11) medical exams a day. Once the employee completes their medical evaluation it may take a week or two for the OCFA to be provided the results. As this priority task is the most time consuming of the tasks the OCFA's HR Department has been working with UCI to increase the rate of medical evaluations to reduce these timeframes.

Dispatch Transition

Another priority task for transition is the ability for the Orange County Fire Authority to dispatch Fullerton resources. Unlike many tasks necessary for a complete transition an error or mistake in dispatching could result in extended response times, which could have grave consequences. Therefore, the tasks associated with transition of information between Metro Net and the OCFA Dispatch center require deliberate and accurate transfer of information.

Essential Tasks

There are several essential tasks that are necessary prior to the OCFA providing emergency services within the City of Fullerton. Although an essential task is important it can be accomplished with minimal effort and normally within a couple of days. Failure to complete an essential task may not affect the OCFA's ability to provide service but could place an unnecessary liability on either the City of Fullerton or the OCFA; therefore, essential tasks should be completed prior to providing service.

An example of an essential task is the DMV transfer of the emergency vehicles. Without a transfer of ownership, the OCFA's insurance is unable to cover the vehicles exposing the City of Fullerton to an unnecessary liability.

Non-Essential Tasks

Non-essential tasks are those tasks that can be completed after the OCFA begins providing emergency services. Some non-essential tasks will need to be completed within the first (30) thirty days, while others may not be complete until several months later. Where it might be important to some that all Fullerton personnel be dressed in OCFA uniforms the first day of the contract, having all personnel in OCFA uniforms is not essential to providing a quality service to the City of Fullerton.

Start-Up Costs

The table is a list of one-time only basic expenses necessary for implementation of services (start-up costs) and will be the responsibility of the City of Fullerton. The OCFA is willing to discuss amortizing the start-up costs over multiple years rather than incurring a large cash outlay in a single budget year.

Based on 75 Sworn Personnel				
Comm/IT \$404,650	Station Alarms Station Phones (Office & Fax) Tablets for engines/Trucks Radios (Stations & Mobile) Pagers OCFA Computer Programs	Station Network Station Computers Printers/Copiers Radio Pacset Mobile Data Computers Vehicle Tech Upgrades		
Facilities \$152,700	Station Locks	Security Gates		
Personnel Costs \$167,880	Physicals Insurance (Risk Management)	Livescan Onboarding		
Service Center \$394,080	Helmet Shields Station Equipment Brush Helmets Wildland Personal Protective Equipment Fire Shelters Wildland T-Shirts	Goggles Rain Gear Apparatus Complement Uniforms Dress Uniforms Apparatus Decaling		
Fleet Services \$114,520	Apparatus Repairs			
EMS \$357,848	EMS Equipment	Standardize Equipment		
Total Start-up Costs: \$1,591,678				

Communication Services/Information Technology

Computer charges are for adapting the stations to the OCFA's Computer Aided Dispatch (CAD), software and hardware to allow access to the OCFA Fire Incident Reporting system, and modifications to the main OCFA computer room to support the additional systems. The charges for computers can be placed in two categories, computer room equipment and station equipment. The computer room equipment is located at the Orange County Fire Authority's Emergency Communication Center and is necessary for dispatching emergency response units within the City

of Fullerton.

Adaptability to the network, standardization of radio and telephone systems are also included in the start-up costs. The cost range provided is as a result of possible compatibility and integration issues. The OCFA shall attempt to use existing equipment and integrate where practical.

Facilities

The cost to correct current station issues and standardize each of the stations is divided into two main categories:

- Start-up Costs \$152,700
- Yearly Maintenance \$90,000 (repair current issues)

Start-up Costs

The facility "Start-up Costs" are required to standardize each of the stations to OCFA standards. The standardization reduces maintenance costs and provides consistency among all the fire stations. Some of the start-up costs include items such as signage, window coverings, and dorm privacy dividers.

Yearly Maintenance

The OCFA will utilize the yearly facility maintenance charge of \$90,000, which is part of the contract costs, to cover any repairs that may arise.

If the yearly maintenance costs exceed the \$90,000 yearly maintenance fund, the repairs may be completed the following year when additional funds become available.

Personnel

Personnel costs reflect charges incurred during the hiring process for physicals, livescans and onboarding.

Service Center

There will be costs incurred in an effort to standardize equipment and materials.

Safety Equipment

Charges include the cost of basic safety equipment and protective clothing for wildland and structural emergency incidents. Fullerton's safety equipment standards are similar to those of the OCFA, and the majority of the equipment meets and/or exceeds OCFA requirements; therefore, the only items that will require purchase are items that are not currently issued by the Fullerton Fire

Department or identification changes to safety equipment. Standardization for self-contained breathing apparatus bottles is necessary with the conversion to 30-minute bottles.

Apparatus Complement

Standardization of equipment is essential for large departments as every employee must know the type of equipment that is on every apparatus and its location; therefore, some equipment will need to be purchased.

Fleet Services

As the current vehicles owned and operated by the Fullerton Fire Department are mechanically sound the start-up costs are minimal and will be expended for minor repairs of the engines.

Adoption of Codes and Ordinances

Upon the City of Fullerton entering into a contract with the Orange County Fire Authority, the City would agree to:

- Consider adoption of OCFA amendments to the 2019 California Fire and Building Codes.
- Designate the Orange County Fire Authority's Fire Chief as the City of Fullerton's Fire Chief.

Documents for City Council Approval

- Joint Powers Authority Agreement
- Fire Services Agreement

2021 OCFA Board of Directors

(Attachment A)





Chair
David John Shawver
City of Stanton
Board Member Since: 1995
Stanton@ci.stanton.ca.us





Vice Chair Michele Steggell City of La Palma Board Member Since: 2015 micheles@cityoflapalma.org





Ross Chun
City of Aliso Viejo
Board Member Since: 2020
rchun@avcity.org





Sunny Park City of Buena Park Board Member Since: 2021 spark@buenapark.com





Frances Marquez City of Cypress Board Member Since: 2020 fmarquez@cypressca.org









John R. O'Neill City of Garden Grove Board Member Since: 2019 joneill@ggcity.org





Anthony Kuo
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Board Member Since: 2020
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Don Sedgwick City of Laguna Hills Board Member Since: 2015 dsedgwick@lagunahillsca.gov





Sandy Rains City of Laguna Niguel Board Member Since: 2019 srains@cityoflagunaniguel.org





Noel Hatch City of Laguna Woods Board Member Since: 2013 nhatch@cityoflagunawoods.org





Mark Tettemer City of Lake Forest Board Member Since: 2020 mtettemer@lakeforestca.gov





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Kathy Ward City of San Clemente Board Member Since: 2019 wardk@san-clemente.org





Troy Bourne
City of San Juan Capistrano
Board Member Since: 2021
TBourne@sanjuancapistrano.org









Joe Kalmick City of Seal Beach Board Member Since: 2021 jkalmick@sealbeachca.gov





Letitia Clark City of Tustin Board Member Since: 2019 Iclark@tustinca.org



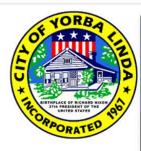


Vince Rossini City of Villa Park Board Member Since: 2017 vrossini@villapark.org





Tri Ta City of Westminster Board Member Since: 2009 tta@westminster-ca.gov





Gene Hernandez City of Yorba Linda Board Member Since: 2013 ehernandez@yorba-linda.org



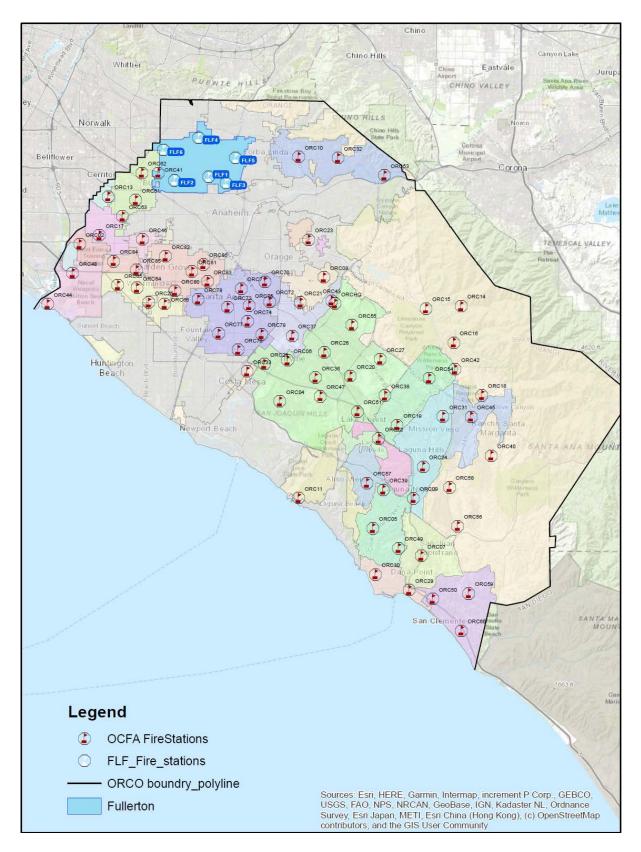


Lisa Bartlett
County of Orange
Board Member Since: 2015
Lisa.Bartlett@ocgov.com



OCFA Service Area Map

(Attachment B)



2017/18 CRR Adopted Fee Schedule

(Attachment C)

Orange County Fire Authority

2017-18 Community Risk Reduction Fee Study

Adopted Fee Schedule - Effective Date September 29, 2017

Prevention Field Services

Fee Code	Service Name	2017-18 Adopted Fee (a) (b)
AA1	Aerosol – Issuance	\$217
AA1R	Aerosol - Reissuance	\$138
AA2	Aircraft Refueling – Issuance	\$430
AA2R	Aircraft Refueling – Reissuance	\$295
AA3	Aviation Facility – Issuance	Hourly Rate
AA3R	Aviation Facility – Reissuance	Hourly Rate
AA5	Waste Handling – Issuance	Hourly Rate
AA5R	Waste Handling – Reissuance	Hourly Rate
AA6	Amusement Building – Issuance	Hourly Rate
AA6R	Amusement Building – Reissuance	Hourly Rate
AC1	Candles/Open flame – Issuance	\$178
AC1R	Candles/Open flame – Reissuance	\$138
AC2	Carnival or Fair – Issuance	Hourly Rate
AC6	Combustible Material Storage – Issuance	Hourly Rate
AC6R	Combustible Material Storage – Reissuance	Hourly Rate
AC71	Compressed Gas – Corrosive Issuance	\$234
AC71R	Compressed Gas – Corrosive Reissuance	\$156
AC710	Compressed Gas-Toxic - Issuance	\$234
AC710R	Compressed Gas-Toxic - Reissuance	\$156
AC72	Compressed Gas – Flammable Gas Issuance	\$234
AC72R	Compressed Gas – Flammable Gas Reissuance	\$156
AC73	Compressed Gas-Highly Toxic - Issuance	\$234
AC73R	Compressed Gas-Highly Toxic - Reissuance	\$156

AC76	Compressed Gas-Oxidizer - Issuance	\$234
AC76R	Compressed Gas-Oxidizer - Reissuance	\$156
AC77	Compressed Gas – Pyrophoric - Issuance	\$225
AC77R	Compressed Gas – Pyrophoric - Reissuance	\$156
AC77K	Cryogens – Physical or Health Hazard - Issuance	\$150
AC91R	Cryogens – Physical or Health Hazard - Reissuance	\$138
AC91R AC92	Cryogen – Flammable Issuance	\$217
AC92R	Cryogen – Flammable Reissuance	\$156
AC92R AC94	Cryogen – Inert Issuance	\$150
	Cryogen – Inert Reissuance	
AC94R	Cryogen – Oxidizer Issuance	\$138
AC95	Cryogen – Oxidizer Reissuance	\$168
AC95R	Dry Cleaning Plants - Package Issuance	\$138
AD11	Dry Cleaning Plants – Package Reissuance	\$152
AD11R	Dust Producing Operations - Issuance	\$138
AD2	Dust Producing Operations - Reissuance	\$234
AD2R	Explosives/Blasting Condition with OCSD Approval – Issuance	\$173 Hourly
AE1	Explosives/blasting Condition with OCSD Approval – issuance	Rate
	Explosives – Model Rockets (Retailers and Use)/ Small Arms	
AE2	Ammunition (Retailers) – Issuance - Delete	Delete
AE2R	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Reissuance - Delete	Delete
AF1	Firework Stands	\$192
AF2	Outdoor Fireworks Display, such as July 4th displays	
AF21	Outdoor Fireworks Display, such as home coming & barge display	\$1,946 \$539
AF22	Pyrotechnics/Special Effects Materials	\$871
AI ZZ	Flammable Combustible Liquids – Issuance to use or operate a	Hourly
AF31	pipeline	Rate
	Flammable Combustible Liquids - Reissuance	Hourly
AF31R	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10	Rate
AF32	gallons outside)	\$234
AF32R	Flammable Combustible Liquids – Reissuance	\$156
711 0211	Combustible Liquids – Issuance. To store, use or handle Class II or	V.00
AF33	IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	\$234
AF33R	Combustible Liquids – Reissuance	\$156
VE3E	Flammable Combustible Liquids – Issuance. To operate tank	фээ.4
AF35	vehicles, equipment, tanks, plants, terminals, wells, etc. Flammable Combustible Liquids – Reissuance	\$234
AF35R	Flammable Combustible Liquids – Issuance. Tank removal or	\$156
AF36	installation (AST/UST) - Delete	Delete
	Flammable Combustible Liquids – Each additional tank (AST/UST) -	
AF361	Delete	Delete
AF4	Fruit Ripening – Issuance - Delete	Delete
AF4R	Fruit Ripening – Reissuance - Delete	Delete

AH11	Hazardous Materials – Oxidizing Issuance	\$234
AH110	Hazardous Materials – Water Reactive Issuance	\$152
AH110R	Hazardous Materials – Water Reactive Reissuance	\$156
AH11R	Hazardous Materials – Oxidizing Reissuance	\$156
AH12	Hazardous Materials – Corrosive Issuance	\$234
AH12R	Hazardous Materials – Corrosive Reissuance	\$156
AH13	Hazardous Materials – Flammable Solids Issuance	\$234
AH13R	Hazardous Materials – Flammable Solids Reissuance	\$156
AH14	Hazardous Materials – Highly Toxic Issuance	\$227
AH14R	Hazardous Materials – Highly Toxic Reissuance	\$149
AH15	Hazardous Materials – Organic Peroxide Issuance	\$227
AH15R	Hazardous Materials – Organic Peroxide Reissuance	\$149
AH16	Hazardous Materials – Pyrophoric Issuance	\$227
AH16R	Hazardous Materials – Pyrophoric Reissuance	\$149
AH18	Hazardous Materials – Toxic Issuance	\$234
AH18R	Hazardous Materials – Toxic Reissuance	\$145
AH19	Hazardous Materials – Unstable Reactive Issuance	\$234
AH19R	Hazardous Materials – Unstable Reactive Reissuance	\$156
AH3	High Piled Combustible - Issuance	\$397
AH3R	High Piled Combustible Reissuance	\$243
AL1	Liquefied Petroleum Gas – Issuance	\$149
AL1R	Liquefied Petroleum Gas - Reissuance	\$138
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	Hourly Rate
AL3	Lumber Yards and Woodworking Plants – Issuance	\$332
AL3R	Lumber Yards and Woodworking Plants - Reissuance	\$243
AM1	Magnesium Working – Issuance/Reissuance	Hourly Rate
AM2	Open and Covered Malls - Issuance/Reissuance	\$563
AM3	Motor Vehicle Fuel Dispensing – Issuance	\$184
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	\$135
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	\$138
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	\$138
161	Open Burning/Fire – Issuance	Hourly
AO1	Industrial Ovens – Issuance	Rate
AO3	Industrial Ovens - Issuance	\$184
AO3R AP21 to	Assembly, <300 occupants - Issuance	\$138
AP22	7.556mbry, 1000 occupants - 155uante	\$557

AP21R	Assembly, <300 occupants - Reissuance	
to		# 400
AP22R AP23 to	Assembly, >300 occupants - Issuance	\$400
AP25	7.53cmbly, 2000 occupants 133uanoc	\$856
AP23R	Assembly, >300 occupants - Reissuance	
to		4.70
AP25R	Refrigeration Equipment – Issuance	\$479
AR2	Refrigeration Equipment – Reissuance	\$332
AR2R		\$190
AR3	Repair and Service Garage – Issuance	\$283
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	\$266
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	\$225
AR3R	Repair and Service Garage – Reissuance	\$225
AS1	Spraying or Dipping Operation – Issuance	\$381
AS1R	Spraying or Dipping Operation - Reissuance	\$138
	Tent/Membrane Structure – Issuance	Hourly
AT1		Rate
ΛΤ4.4	Canopy Structure – Issuance	Hourly
AT1.1	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance	Rate Hourly
AT2	otorage of ocrap files, file byproducts, a file rebuilding issuance	Rate
	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding –	Hourly
AT2R	Reissuance	Rate
AW1	Hot Work - Issuance.	\$184
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	\$190
	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to	,
AW11R	1500 cuft - Package Reissuance	\$138
AW1R	Hot Work - Reissuance.	\$138
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	Hourly Rate
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees)	\$250
0201	Penalty \$500 – Failure to comply with 2nd orders, tags or notices	Ψ230
J202	(Applies to all CRR fees)	\$500
	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or	
J203	notices (Applies to all CRR fees)	\$1,000
M100	Correctional or Detentional Facility – Large (i.e. full-scale jails, prisons,	¢ E61
	and places of detention) Correctional or Detentional Facility – Small (i.e. holding cells)	\$561 \$266
M101	High Rise Facility > 75 Feet	\$266
M102	Mid Rise Facility 55 - 74 Feet	\$1,135
M103	-	\$659
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	\$362
M123	Hospitals, Nursing homes, Mental hospitals, and Surgery Centers	\$904

M124	Community Care Facility (i.e. clearance letter, large family day, & etc.)	\$168
	Pre-Inspection Residential Care Facility (i.e. Single-Family	
M125	Residences)	\$463
	Miscellaneous Special Events – Events that may impact emergency	
	operations equipment or access and may only require an over the	
M130	counter submittal	\$48
	Minor Special Events – Events that may impact emergency operations	
	equipment or access and have attendance or participation by less	
M131	than 2,500 people.	\$217
	Major Special Events – Events that impact emergency operations	
	equipment or access or have attendance, participation, or mass	
M132	gathering of more than 2,500 people.	\$364
M133	Special Event Expedite Fee for <10 days submittal	50%
	Fire Watch - Requested	Hourly
M140		Rate
	Standby – Engine Company – Board approved cost recovery rate	Hourly
M141		Rate
M150	Travel Time	\$70
		Hourly
M151	Alternate Means & Methods	Rate
14153	All other time to be about don't be and Materials	Hourly
M152	All other time to be charged as Time and Materials	Rate
	False Alarm	
	False Alarm - 2nd within 6 months (Penalty fees are not included with the	* 100
	annual S&EB increase)	\$100
	Failure to comply with orders, tags or notices -	
	3rd false alarm within 6 months (Penalty fees are not included with the annual	
	S&EB increase)	\$250
	Failure to comply with orders, tags or notices -	
	4th false alarm within 6 months (Penalty fees are not included with the annual	
	S&EB increase)	\$500
	Failure to comply with orders, tags or notices -	
	5th and subsequent false alarm within 6 months (<i>Penalty fees are not included</i>	
	with the annual S&EB increase)	\$1,000
	800 MHz Radio Loaner/Rental Program	
	Loaning of the preprogramed 800 MHz radio including radio, batteries,	
	and desk charger to OCFA approved and FCC licensed technicians to	
	facilitate the annual testing required for emergency responder radio	\$75 per
	system installation.	month
		HOHUI

Fullerton Fire Service Proposal

October 28, 2021

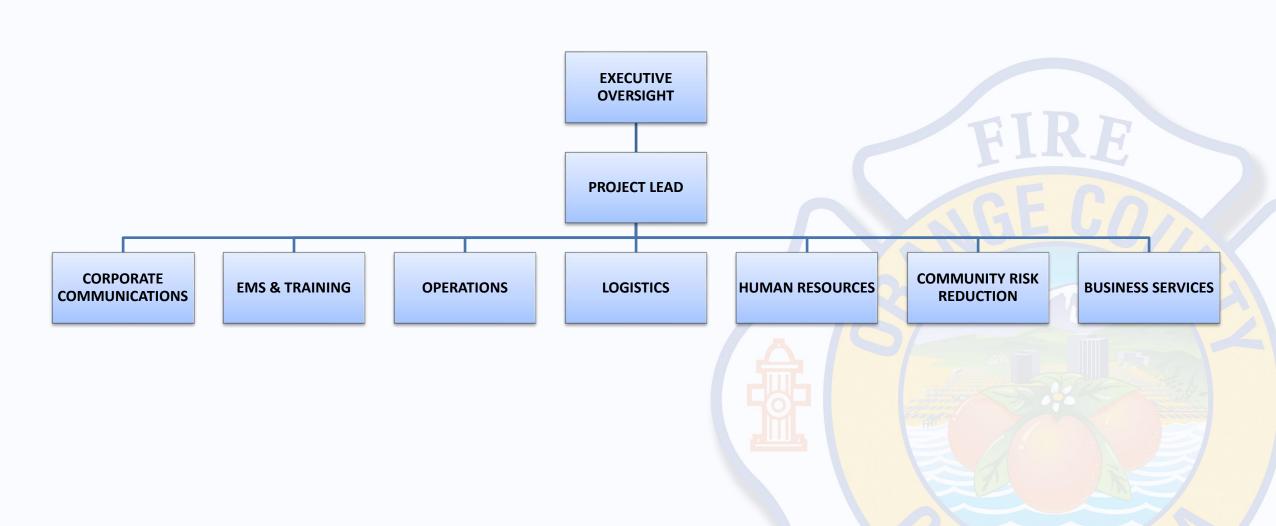


Fullerton Fire Service Proposal

OCFA Board of Directors authorized staff to prepare a Fire
 Service Proposal for the City of Fullerton on March 25, 2021.

 A team was built to determine the impacts/benefits to the OCFA and establish a deployment model.

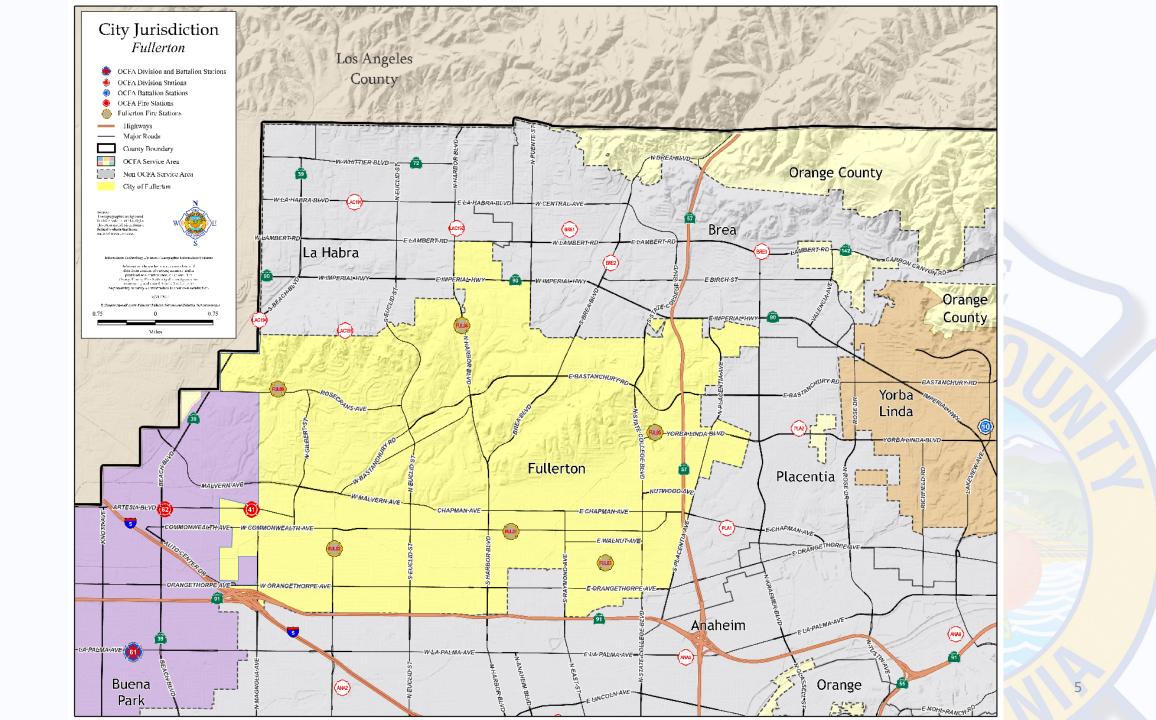
Fullerton Fire Service Proposal



Fullerton Fire Department

- Fullerton Fire Department was established in 1908
- Command Staff of 9 shared with Brea Fire Department
- Fire Stations 6
- Annual incidents 14,000
- Personnel
 - o 72 sworn firefighters
 - o 4 fire prevention staff
 - 4 professional staff



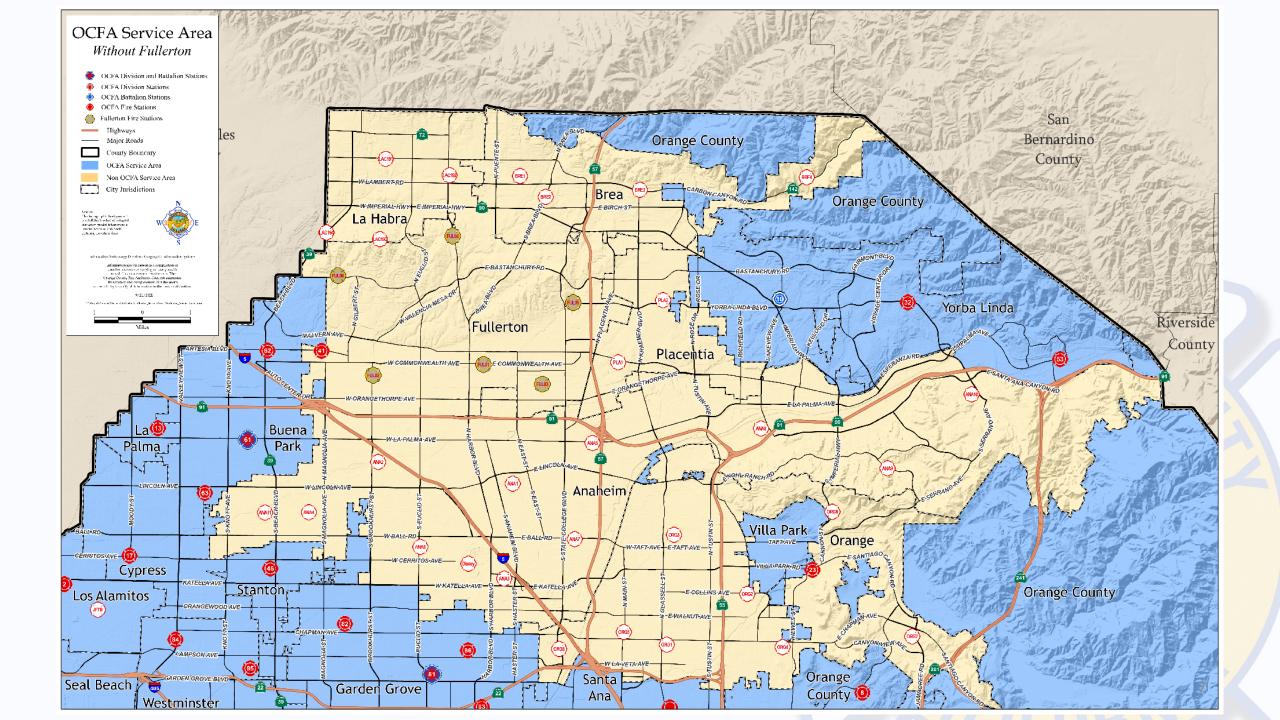


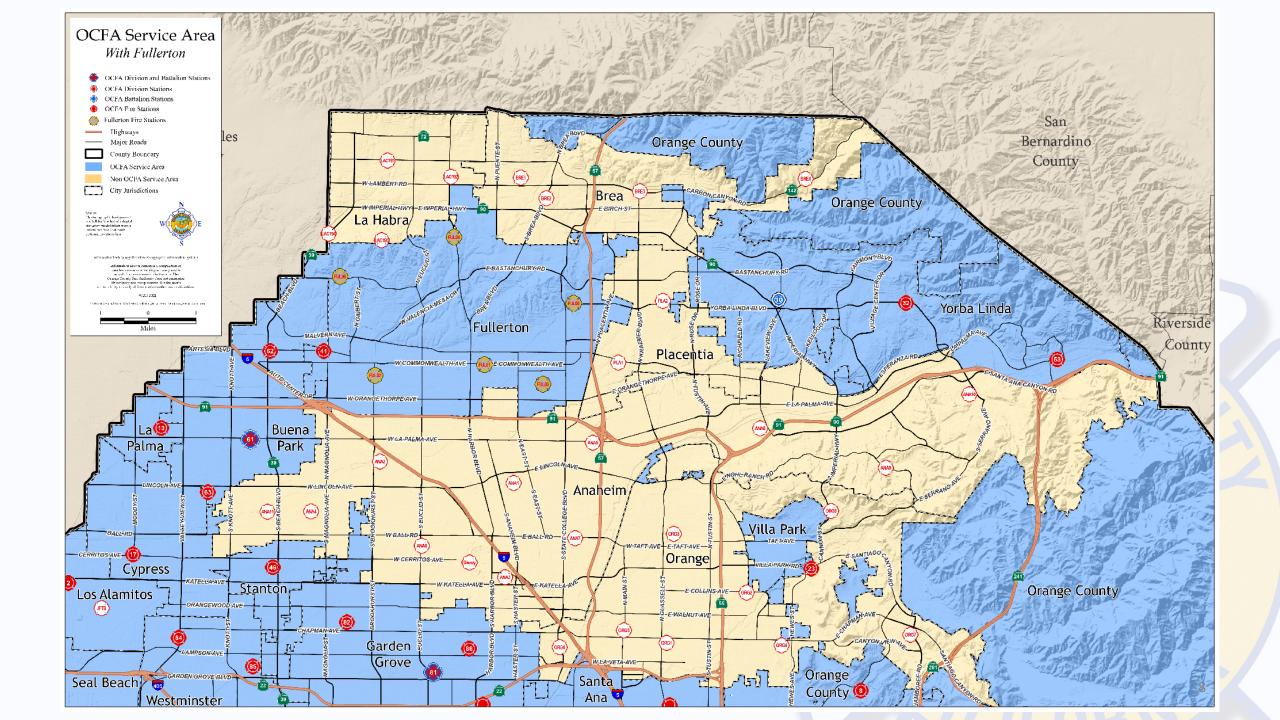


Benefits to OCFA

- Cost neutral to the existing partner cities
- Greatly improves regional delivery system for:
 - Yorba Linda
 - Buena Park
 - La Palma









Benefits to OCFA

Benefit of direct control of resources

- 2018 Garden Grove sent units into OCFA jurisdiction 437 times
- 2020 OCFA units from Garden Grove responded into other member cities 1,458 times.
 - This means that post-Garden Grove transition, over 1,000 calls in OCFA
 member cities received the benefit of immediate deployment of the closest
 available unit, which was not the case prior to Garden Grove transition.
- In 2020, units assigned to Garden Grove ran incidents in every member city except
 Lake Forest, Dana Point and San Juan



Benefits to OCFA

- Economies of scale:
 - Financial contribution enables OCFA to enhance support staff in areas that we may have been unable to augment prior.
 - No increase to existing cash contract city charges, nor require funding by the SFF cities.
- Access to a live fire training tower for regional use.
- Increased command and control response to state contract area off the 57 Fwy.



Benefits to Fullerton

- Reduced cost for fire service to the city
- Increased ALS response and capabilities
- Improved ladder truck coverage in the city
- Use of OCFA regional emergency and non-emergency resources

Deployment Comparison

OCFA Proposal comparison with current Fullerton deployment

	Station 1	Station 2	Station 3	Station 4	Station 5	Station 6	Daily Staffing	Daily Medics
Fullerton Current Deployment	PME/ BC	PME	PME	PME	PME	BLS Truck	25	10
OCFA Deployment	PME/ BC	PME	PMT	PME	PME	PMT	25	12

- 1. PME = Paramedic Engine, PMT = Paramedic Truck
- 2. Indicates conversion to ALS capability
- 3. Indicates the conversion to Paramedic Truck

Contract Cost to Fullerton

	OCFA Costs (A)	Fullerton Fire Department Budgeted Costs (B)
Service Charge	\$21,137,238	\$27,307,520
Facilities Maintenance	\$90,000	
Vehicle Replacement/Depreciation	\$282,752	
Total	\$21,509,990	\$27,307,520
Total Savings (B-A)	\$5,797,530	

Excludes one-time startup costs and City's Annual UAAL Payment to PERS.

Service charges include employee salaries, pension, sick, vacation and overtime. Services and supplies from printing to vehicle parts. Administration and support services from community education to board member costs.

Contract Cost to Fullerton

	2021/22	2022/23	2023/24	2024/25
OCFA Service Charge	\$21,509,990	\$22,477,939	\$23,489,447	\$24,546,472
OCFA % Inc. (Maximum)		4.50%	4.50%	4.50%
Fullerton FD Budget	\$27,307,520	\$29,183,547	\$31,188,456	\$33,331,103
% Increase	8.26%	6.87%	6.87%	6.87%
Annual Savings	\$5,797,530	\$6,705,607	\$7,699,010	\$8,784,632
Cumulative Savings	\$28,986,779			

Fullerton Start Up Cost

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Based on 75 Sworn Personnel				
Comm/IT \$404,650	Station Alarms Station Phones (Office & Fax) Tablets for engines/Trucks Radios (Stations & Mobile) Pagers OCFA Computer Programs	Station Network Station Computers Printers/Copiers Radio Pacset Mobile Data Computers Vehicle Tech Upgrades		
Facilities \$152,700	Station Locks	Safety on Gates		
Personnel Costs \$167,880	Physicals Insurance (Risk Management)	Livescan Onboarding		
Service Center \$394,080	Helmet Shields Station Equipment Brush Helmets Wildland Personal Protective Equipment Fire Shelters Wildland T-Shirts	Goggles Rain Gear Apparatus Complement Uniforms Dress Uniforms Apparatus Decaling		
Fleet Services \$114,520	Apparatus Repairs			
EMS \$357,848	EMS Equipment	Standardize Equipment		
Total Start-up Costs:	\$1,591,678			



Apparatus, Stations & Equipment

Proposal transitions vehicles from Fullerton to OCFA

City maintains ownership/responsibility for stations

Proposed terms are aligned with JPA requirements

OCFA JPA Safeguards

 Fullerton remains responsible for all pension and workers' compensation liabilities accrued prior to transition.

 City will be responsible for pro-rata share of unfunded OCFA pension liability that accrues during OCFA membership should they choose to withdraw in the future.

OCFA JPA Safeguards

 Agreements with Santa Ana and Garden Grove requires each city to pay OCFA for services in advance.

 OCFA's options for non-payment would include expulsion, imposition of a late fee, or legal action to collect unpaid amounts.

Recommendation

 Approve and authorize staff to submit the Orange County Fire Authority's proposal to the City of Fullerton for its consideration

