



# ORANGE COUNTY FIRE AUTHORITY AGENDA

## BOARD OF DIRECTORS REGULAR MEETING AND CONCURRENT JOINT SPECIAL MEETINGS OF THE BOARD OF DIRECTORS, EXECUTIVE COMMITTEE, BUDGET & FINANCE COMMITTEE, AND HUMAN RESOURCES COMMITTEE

Thursday, September 22, 2022  
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](#)

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

This meeting is open to the public. In addition, there are several alternative ways to view and to make comments during the meeting, including:

**Access Meeting Live (No Public Comments):**

You may access the meeting live electronically at: <https://player.cloud.wowza.com/hosted/xvtnclkw/player.html>.  
(Note: you should use one of the other alternatives below if you want to make comments during the meeting.)

**Public Comments Live via Zoom:** You may also view and make real-time verbal comments during the meeting via the Zoom link below during the meeting. You will be audible during your comments, but the board members will not be able to see you. To submit a live comment using Zoom, please be prepared to use the "Raise Your Hand" feature when public comment opportunities are invited by the Chair. (You can raise your hand on your smart phone by pressing \*9.) Also, members of the public must unmute themselves when prompted upon being recognized by the Chair in order to be heard. (To unmute your smartphone in Zoom, press \*6.)

Public Comments via Zoom: <https://zoom.us/j/83264128588#success>  
Meeting ID: 832 6412 8588  
Passcode: 298121  
Raise Your Hand (press \*9) and Unmute (press \*6)

**E-Comments:** Alternatively, you may email your written comments to [coa@ocfa.org](mailto:coa@ocfa.org). E-comments will be provided to the board members upon receipt and will be part of the meeting record as long as they are received during or before the board takes action on an item. Emails related to an item that are received after the item has been acted upon by the board will not be considered.

Further instructions on how to provide comments is available at: <https://ocfa.org/PublicComments>.



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.

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 members 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>

**CALL TO ORDER** by Chair Steggell

**INVOCATION** by OCFA Chaplain Brett Peterson

**PLEDGE OF ALLEGIANCE** by Director Sachs

**ROLL CALL** by Clerk of the Authority

## **REPORTS**

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

**B. Report from the Operations Committee Chair**

**C. Report from the Legislative and Public Affairs Committee Chair**

**D. Report from the Fire Chief**

- Day of Remembrance – September 11, 2022 Ceremony
- Suicide Prevention Month
- Station Open Houses

## **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**

None



## **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 for 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:

1. Approve the Minutes for the July 14, 2022 Special and Concurrent Joint Special Meeting as submitted.
2. Approve the Minutes for the July 28, 2022, Regular and Concurrent Joint Special Meeting as submitted.
3. Approve the Minutes for the August 11, 2022, Special Meeting as submitted.
4. Approve the Minutes for the August 25, 2022, Regular and Concurrent Joint Special Meeting as submitted.

### **B. Biennial Review and Adoption of Revised Conflict of Interest Code**

Submitted by : Robert Cortez, Assistant Chief/Business Services Department and Maria D. Huizar, Clerk of the Authority

#### Recommended Actions:

1. Adopt the proposed Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY ADOPTING A CONFLICT OF INTEREST CODE WHICH SUPERSEDES ALL PRIOR CONFLICT OF INTEREST CODES, and;
2. Direct the Clerk of the Authority to submit the adopted Resolution to the Orange County Board of Supervisors, as the Code reviewing body, for approval

### **C. Carryover of FY 2021/22 Uncompleted Projects**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer/Treasury & Financial Planning and Stuart Lam, Budget Manager

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 5-0 (Directors Lombard, Hasselbrink, Tettemer and Sachs absent).

#### Recommended Action:

1. Approve a budget adjustment in the FY 2022/23 General Fund (121) to adjust revenues by \$16,168,371 and expenditures by \$15,945,596.
2. Approve a budget adjustment in the FY 2022/23 General Fund CIP (12110) to adjust expenditures by \$3,171,048.
3. Approve a budget adjustment in the FY 2022/23 Fire Stations and Facilities Fund (123) to adjust expenditures by \$20,162,709.

4. Approve a budget adjustment in the FY 2022/23 Communications and Information Systems Fund (124) to adjust expenditures by \$2,557,847.
5. Approve a budget adjustment in the FY 2022/23 Fire Apparatus Fund (133) to adjust expenditures by \$2,113,000.
6. Approve a budget adjustment in the FY 2022/23 Settlement Agreement Fund (139) to adjust expenditures by \$1,500,000.
7. Approve a budget adjustment in the FY 2022/23 Structural Fire Entitlement Fund (171) to adjust expenditures by \$4,301,785.

**D. Fourth Quarter Purchasing Report**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Sara Kennedy, Purchasing Division Manager

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Directors Lombard and Hasselbrink absent).

Recommended Action:

Receive and file the report.

**E. Acceptance of 2022 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Cooperative Agreement Funding**

Submitted by: Tim Perkins, Division Chief/Operations Department and Kevin Fetterman, Battalion Chief/US&R Program Manager

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Directors Lombard and Hasselbrink absent).

Recommended Action:

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2022/23 General Fund (121) budget increasing revenues and expenditures by \$1,247,650

**F. Addition of State-Funded Handcrew Positions**

Submitted by: Lori Zeller, Deputy Chief/Administration and Support Bureau, Kenny Dossey, Deputy Chief/Emergency Operations Bureau and Stephanie Holloman, Assistant Chief/Human Resources Director

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 5-0 (Directors Lombard, Hasselbrink, Sachs and Tettemer absent).

Recommended Action:

1. Increase General Fund (121) revenues and expenditures in the FY 2022/23 Adopted Budget by \$4,233,333 for the ongoing addition of state-funded handcrews.
2. Approve the addition of the following state-funded positions to the Master Position Control List: one (1) Hand Crew Superintendent, two (2) Fire Captains, three (3) Fire Apparatus Engineers, twenty (20) Hand Crew Firefighters and one (1) Human Resources Analyst II.

### **3. DISCUSSION CALENDAR**

#### **A. Proposed Purchase of Two Firehawk Helicopters**

Submitted by: Brian Fennessy, Fire Chief, Tim Perkins, Division Chief/Special Operations and Robert Cortez, Assistant Chief/Business Services Department

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-1 (Directors Lumbard and Hasselbrink absent and Director Tettemer dissented).

Recommended Action:

1. Approve and authorize the Purchasing Manager to enter into a Master Purchase Agreement with United Rotorcraft, in a form approved by legal counsel (*current draft provided as Attachment 1*), which includes the express condition that the purchase is contingent upon the closure of and funding from the associated lease-purchase financing transaction (anticipated to occur no later than November 7, 2022), utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of two Firehawk (Sikorsky S70 Type 1) helicopters in the amount of \$55,871,980.32 inclusive of Sales Tax.
2. Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with FlightSafety International, in a form approved by legal counsel (*current draft provided as Attachment 2*), which includes the express condition that the purchase is contingent upon the closure of and funding from the associated lease-purchase financing transaction (anticipated to occur no later than November 7, 2022), utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of OCFA pilot flight safety training to operate the Sikorsky S70 Type 1 helicopters in the amount of \$389,400.
3. Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with Sikorsky, in a form approved by legal counsel (*current draft provided as Attachment 3*), which includes the express condition that the purchase is contingent upon the closure of and funding from the associated lease-purchase financing transaction (anticipated to occur no later than November 7, 2022), utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of OCFA pilot in-flight training and maintainer training to operate and maintain the Sikorsky S70 Type 1 helicopters in the amount of \$568,460.
4. Direct staff to pursue lease-purchase financing for a term of 15-years, with an interest rate of 3.1379%, and annual principal and interest payments of \$4.93M with Banc of America Public Capital Corp and return to the Board of Directors at the October 27, 2022 meeting for approval of the final financing documents (*bank proposal provided as Attachment 9*).

5. Approve proposed Resolution adopting OCFA's Local Debt Policy in the form attached hereto as Attachment 4.
6. Direct staff to partner with the City of Irvine and the City of Yorba Linda to coordinate a public hearing pursuant to the Joint Powers Act, which requires one of the member local agencies within the JPA (not the actual JPA itself) to approve the proposed financing of the public capital improvement and make a finding of significant public benefit.
7. Authorize staff to increase revenue and expenditures by \$57,031,440.32 in the FY 2022/23 Adopted Budget, Capital Improvement Program – Fund 133 (Fire Apparatus) to recognize the financing proceeds revenue and to increase appropriations for the helicopter acquisition, cost of issuance (includes Municipal Financial Advisor and Special Counsel), and project implementation costs (one-time pilot/mechanic training).
8. Direct staff to return to the Board of Directors in January 2023 with the FY 2022/23 Mid-Year Financial Review, to include necessary adjustments to the Five-Year Capital Improvement Program for the addition of annual lease-purchase installment payments effective starting January 2024, and other CIP adjustments that may be needed for adjusted prioritization of capital projects.
9. Direct staff to include all supplemental costs associated with the future ongoing operation of the new helicopters, as outlined herein, in the Proposed FY 2023/24 Budget that will be submitted to the Board of Directors for review and approval in May 2023.
10. Direct staff to return to the Executive Committee with specific timing to be determined based on delivery and operation of the new helicopters, for any related subsequent contract approvals and amendments including (but not limited to) approval of aircraft insurance and adjustment of associated vendor contracts for ongoing augmented pilot training and maintenance programs. Any subsequent contracts or amendments that require a budget adjustment shall be presented to the Board of Directors.
11. Adopt an exemption from the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15301 (Existing Facilities) and direct staff to file a Notice of Exemption.

**B. Award of RFP# RO2480a Armed Physical Security/Security Management Services and Approval of Corresponding Budget Adjustments**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Patrick Bauer, Property Manager/Logistics Department

On July 6, 2022 the Security Ad Hoc Committee approved staff recommendation to award contract to the Orange County Sheriff Security Bureau by a 6-0 vote (Director Rossini absent).

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 5-0 (Directors Lombard, Hasselbrink, Tettemer and Sachs absent).

Recommended Action:

1. Approve and authorize the Purchasing Manager to execute the proposed Security Services Agreement (Attachment 1) for Armed Physical Security and Security Management Services with the Orange County Sheriff's Department for a three-year

initial term plus two optional one-year renewals in an amount not to exceed \$1,304,269 annually (\$6,521,345 5-year aggregate), plus allowances for annual cost adjustments as described in Exhibit “B” of the Agreement.

2. Direct staff to make the recommended budget adjustment, as noted in the fiscal impact section of this report.
3. Approve and authorize the Purchasing Manager to increase and extend the existing contract with Allied Universal as needed to allow for the transition to the new contract for Armed Physical Security Services.

## **RECESS THE REGULAR MEETING OF THE BOARD OF DIRECTORS**

## **CALL TO ORDER THE CONCURRENT JOINT SPECIAL MEETINGS OF THE: BOARD OF DIRECTORS, EXECUTIVE COMMITTEE, BUDGET & FINANCE COMMITTEE, AND THE HUMAN RESOURCES COMMITTEE**

### **A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings** Submitted by: David Kendig, General Counsel

#### Recommended Actions by each legislative body:

##### **Option #1:**

Make the following findings by majority votes of the Board of Directors, and the following committees: Executive, Budget and Finance, and Human Resources:

- 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 of Directors and each Committee has reconsidered the circumstances of the emergency; and
- c. Local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

##### **Option #2:**

Make the following findings by majority votes of the Board of Directors, and following committees: Executive, Budget and Finance, and Human Resources:

- a. Although a state of emergency has been proclaimed by California’s Governor due to the COVID-19 pandemic and continues in effect, the OCFA Board of Directors and each Committee has reconsidered the circumstances of the emergency and no longer finds a need for the legislative body to continue the use of teleconferencing for its meetings.

## **ADJOURN THE CONCURRENT JOINT MEETINGS AND RECONVENE TO THE REGULAR MEETING OF THE BOARD OF DIRECTORS**

## **BOARD MEMBER COMMENTS**

### **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 matter will prejudice the position of the Authority on item listed below:*

**CS1. CONFERENCE WITH LABOR NEGOTIATORS** pursuant to Government Code Section 54957.6

Negotiators:	Peter Brown, Liebert Cassidy Whitmore and Stephanie Holloman, Assistant Chief/Human Resources Director
Employee Organizations:	• Orange County Professional Firefighters Association, IAFF - Local 3631, and • Orange County Employees Association (OCEA)

**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 LEGAL COUNSEL – POSSIBLE INITIATION OF LITIGATION** pursuant to paragraph (4) of subdivision (d) of Section 54956.9 of the Government Code: One (1) Case

## **RECONVENE TO OPEN SESSION**

### **CLOSED SESSION REPORT** by General Counsel

**ADJOURNMENT** – The next meeting of the Orange County Fire Authority Board of Directors will be a Concurrent Joint Special Meeting of the Board and Committees on Thursday, October 13, 2022, 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.

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Maria D. Huizar, CMC  
Clerk of the Authority

**FUTURE BOARD AGENDA ITEMS – THREE-MONTH OUTLOOK:**

- Labor Negotiations
- Quarterly Purchasing Report
- Accept UASI and SHSGP Grant Funding
- Approval of Annual Statement of Investment Policy and Investment Authorization
- ACFR Report – Audited Financial Reports
- Annual Calendar of Meetings in 2023
- Lease-Purchasing Agreement for Firehawk Helicopters

**UPCOMING MEETINGS:**

Budget and Finance Committee	Wednesday, October 12, 2022, 12 noon
Concurrent Joint Special Meeting of the Board of Directors and Committees	Thursday, October 13, 2022, 6:00 p.m.
Legislative and Public Affairs Committee	Wednesday, October 19, 2022, 12 noon
Concurrent Joint Special Meeting of the Board of Directors and Committees	Thursday, October 27, 2022, 6:00 p.m.
Executive Committee	Thursday, October 27, 2022, 5:30 p.m.
Board of Directors	Thursday, October 27, 2022, 6:00 p.m.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Special and Concurrent Joint Special Meetings  
Thursday, July 14, 2022  
6:00 P.M.**

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

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## **CALL TO ORDER**

A special meeting of the Orange County Fire Authority Board of Directors was called to order on July 14, 2022, at 6:02 p.m. by Vice Chair Kuo.

## **PLEDGE OF ALLEGIANCE**

Vice Chair Kuo led the Assembly in the Pledge of Allegiance to the Flag.

## **ROLL CALL**

Anthony Kuo, Irvine, Vice Chair  
Ross Chun, Aliso Viejo\*  
Noel Hatch, Laguna Woods\*  
Joe Kalmick, Seal Beach\*  
Austin Lombard, Tustin\*  
Sandy Rains, Laguna Niguel\*  
Tri Ta, Westminster\*  
Richard Viczorek, Dana Point\*  
Kathleen Ward, San Clemente\*

Troy Bourne, San Juan Capistrano\*  
Carol Gamble, Rancho Santa Margarita\*  
Anne Hertz-Mallari, Cypress\*  
Jessie Lopez, Santa Ana\*  
Sunny Park, Buena Park\*  
Vince Rossini, Villa Park\*  
Mark Tettemer, Lake Forest\*  
Donald P. Wagner, County of Orange\*

**Absent** Lisa Bartlett, County of Orange  
Gene Hernandez, Yorba Linda  
Ed Sachs, Mission Viejo  
Dave Shawver, Stanton

Shelley Hasselbrink, Los Alamitos  
John O'Neill, Garden Grove  
Don Sedgwick, Laguna Hills  
Michele Steggell, La Palma, Chair

## **Also present were:**

Fire Chief Brian Fennessy  
Deputy Chief Kenny Dossey  
Assistant Chief Stephanie Holloman  
Clerk of the Authority Maria D. Huizar

Deputy Chief Lori Zeller  
Assistant Chief Robert Cortez  
General Counsel David Kendig  
Labor Negotiator Peter Brown

*\*Board Members attending via teleconferencing*



## **PUBLIC COMMENTS**

Vice Chair Kuo opened the Public Comment portion of the meeting and, without any comments from the general public, closed the Public Comments portion of the meeting.

## **1. DISCUSSION CALENDAR**

### **A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (FILE 11.03)**

General Counsel David Kendig presented the Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings.

On motion of Director Wagner and second by Director Gamble, and following a roll call vote, approved 14-3 (Directors Kuo, Hertz-Mallari, and Tettemer opposed, Directors Steggell, Bartlett, Hasselbrink, Hernandez, O'Neill, Sachs, Sedgwick, and Shawver, absent), to select Option #1 to make the following findings:

- 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 of Directors and each Committee 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.

## **BOARD MEMBER COMMENTS**

The Board Members offered no comments.

## **RECESS TO CLOSED SESSION (FILE 11.15)**

### **CS1. CONFERENCE WITH LABOR NEGOTIATORS** pursuant to Government Code Section 54957.6

Negotiators:

Peter Brown, Liebert Cassidy Whitmore  
and Stephanie Holloman, Assistant Chief/Human  
Resources Director

Employee Organizations:

Orange County Professional Firefighters  
Association, IAFF - Local 3631,

## **RECONVENE TO OPEN SESSION**

## **CLOSED SESSION REPORT (FILE 11.15)**

General Counsel David Kendig reported the Board of Directors gave direction to its labor negotiators; there was no further reportable action.

**ADJOURNMENT** – Vice Chair Kuo adjourned the meeting at 7:26 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, July 28, 2022, at 6:00 p.m.

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Maria D. Huizar, CMC  
Clerk of the Authority

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular and Concurrent Joint Special Meetings  
Thursday, July 28, 2022  
6:00 P.M.**

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

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## CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on July 28, 2022, at 6:00 p.m. by Chair Steggell.

## INVOCATION

The invocation was led by Chaplain Gerardo Arenado.

## PLEDGE OF ALLEGIANCE

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

## ROLL CALL

Michele Steggell, La Palma, Chair  
Ross Chun, Aliso Viejo\*  
Noel Hatch, Laguna Woods  
Anne Hertz-Mallari, Cypress  
Jessie Lopez, Santa Ana\*  
Sunny Park, Buena Park\*  
Don Sedgwick, Laguna Hills\*  
Tri Ta, Westminster\*  
Richard Viczorek, Dana Point\*  
Kathleen Ward, San Clemente\*

Lisa Bartlett, County of Orange\*  
Carol Gamble, Rancho Santa Margarita\*  
Gene Hernandez, Yorba Linda\*  
Joe Kalmick, Seal Beach  
John R. O'Neill, Garden Grove\*  
Vince Rossini, Villa Park  
Dave Shawver, Stanton  
Mark Tettemer, Lake Forest  
Donald P. Wagner, County of Orange\*

**Absent** Troy Bourne, San Juan Capistrano  
Anthony Kuo, Irvine  
Sandy Rains, Laguna Niguel

Shelley Hasselbrink, Los Alamitos  
Austin Lumbard, Tustin  
Ed Sachs, Mission Viejo

## Also present were:

Fire Chief Brian Fennessy  
Deputy Chief Kenny Dossey  
Assistant Chief Jim Ruane  
Assistant Chief Lori Smith  
General Counsel David Kendig

Deputy Chief Lori Zeller  
Assistant Chief Robert Cortez  
Assistant Chief Stephanie Holloman  
Assistant Chief TJ McGovern  
Clerk of the Authority Maria D. Huizar

*\*Board Members attending via teleconferencing*

## REPORTS

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

Budget and Finance Committee Chair Tri Ta reported at its July 13, 2022, meeting, the Committee reviewed and recommended to forward the OCFA Aircraft Replacement Review Process – Review of Remaining Phase 3 through 6 of the Work Plan to the full Board inclusive of additional Committee requested information for the Board's consideration of the item.

### **B. Report from the Fire Chief (FILE 11.14)**

Fire Chief Brian Fennessy, Chair Steggell, and Division Chief Jim Henery presented the highest honor the agency can bestow upon a civilian for saving a life in a near-drowning incident. The Lifesaving Certificate was presented to Jesselle and Cecilia Perez, whose heroic measures stopped a near drowning of a family member. Also acknowledged was the crew on duty of Fire Station 70 who attended to the victim, Fire Captain Eric White, Firefighter/Paramedic Carter Kitley, Firefighter Tyler Sendrak, and Engineer/Paramedic Jeremy Yorke.

Fire Chief Fennessy highlighted the Cadet Academy, a week-long camp with 60 cadets ages 14-21 to become full members of the Cadet Program and ride-along certified. He thanked Chair Steggell, Vice Chair Kuo, and Director Hertz-Mallari who attended the Cadet graduation. He reviewed the Goals and Objectives 4<sup>th</sup> Quarter Update, and draft of the 1<sup>st</sup> Quarter 2022-23 Update. Lastly, Chief Fennessy reported on the Girls Empowerment Camp, thanking both the Board Chair and Vice Chair for their attendance at the graduation.

Director Sedgwick arrived at this point (6:05 p.m.).

## **PUBLIC COMMENTS (FILE 11.11)**

Lilly Frolichman, no phone number provided, presented her view of the management of OCFA.

Phone number ending in 7575, addressed the California Fair Employment and Housing Act, and the American Civil Liberties Union (ACLU).

Phone number ending in 6036, addressed drowning prevention and lifesaving programs.

Phone number ending in 1770, commented on the dismissal of Desiree Horton.

Cory Johnson, resident of Orange County, addressed the tenure of the Fire Chief.

Justin Dillon, OCFA Fire Captain and Vice President of Local 3631, addressed staffing and forced overtime.

Chris Hamm, OCFA Fire Captain, addressed forced overtime and lack of time off.

Kelly Luca, OCFA employee, addressed forced hours.

Steve Kriha, Negotiator for Local 3631, addressed labor negotiations with the Board of Directors.

Todd Baldridge, President Local 3631, addressed the firefighters contract and current OCFA negotiations.

Aaron Peardon, Senior Labor Relations for OCEA, addressed the firefighter's contract and current OCEA negotiations.

Adele Tagaloa, OCEA Board Secretary and Trustee, addressed the need for fair labor negotiations with both the firefighters and the members of OCEA.

Luis Alleman, Orange County Labor Federation, addressed the current ongoing labor negotiations.

Charles Barfield, General Manager of OCEA, addressed the need for fair labor negotiations.

## **1. PRESENTATIONS**

No items.

## **2. CONSENT CALENDAR**

On motion of Director Rossini and second by Director Tettemer, and following a roll call vote, approved 19-0 Agenda Items No. 2A-2C (Directors Bourne, Hasselbrink, Kuo, Lombard, Rains, and Sachs absent).

### **A. Minutes for the Board of Directors Regular and Joint Meeting June 23, 2022 (FILE 11.06)**

Action: Approve the Minutes for the June 23, 2022, Regular and Concurrent Joint Special Meeting as submitted.

### **B. Proclamation for Fire Prevention Week (FILE 11.09A)**

Action: Approve proclamation designating October 9-15, 2022, as Fire Prevention Week.

**C. Award of Public Works Contract for Security Cameras and Access Control Systems Upgrade – RFOTC (FILE 19.07B28a)**

Action:

1. Approve the plans and specifications for the installation and upgrade of existing Security Cameras and Access Control Systems at the RFOTC.
2. Accept Convergent Technologies bid dated March 30, 2022.
3. Approve and award the public works contract to Convergent Technologies in the amount of \$549,588.

**3. DISCUSSION ITEMS**

**A. Firefighter Staffing/Forced Overtime Update (FILE 15.11)**

Deputy Chief Dossey presented the Firefighter Staffing/Forced Overtime Update.

On motion of Director Kalmick and second by Director Rossini, and following a roll call vote, approved 19-0 (Directors Bourne, Hasselbrink, Kuo, Lombard, Rains, and Sachs absent.) to receive and file the report.

**B. OCFA Aircraft Replacement Review Process – Review of Remaining Phase 3 through 6 of the Work Plan (FILE 18.09A)**

Fire Chief Fennessy presented the OCFA Aircraft Replacement Review Process – Phase 3 through 6 of the Work Plan.

Chief Fennessy introduced Division Chief Tim Perkins, who presented a PowerPoint presentation regarding the Aircraft Replacement Summary.

Assistant Chief Robert Cortez provided Phase 5 the Affordability Analysis with Potential Financing Solutions. Division Chief Perkins completed the presentation with Phase 6 Development of Recommendations.

Discussion ensued.

On motion of Director Hatch and second by Director Ward, and following a roll call vote, approved 16-3 (Directors Rossini, Steggell, and Tettemer opposed, Directors Bourne, Hasselbrink, Kuo, Lombard, Rains and Sachs absent) to:

1. Receive and file the report documenting the full OCFA Aircraft Replacement Review Process.

2. Direct staff to return the two loaned Federal Excess Property Program (FEPP) UH-1H Super Huey helicopters to the federal government, with CALFIRE serving as the conduit for this FEPP return.
3. Direct staff to initiate administrative actions necessary to facilitate the purchase of two Sikorsky S-70i Type I helicopters, including: (a) procurement process for award of contract, (b) Request for Proposal process for selection of financing consultants, (c) Request for Proposal process for provision of lease-purchase financing, (d) and preparation of draft-proposed budget adjustments.
4. Upon completion of the administrative actions, direct staff to return to the Budget and Finance Committee and the Board of Directors (tentatively in September 2022) for approval to award a purchasing contract, approval of lease financing terms, and authorization of the necessary budget adjustments.

## **RECESS THE REGULAR MEETING OF THE BOARD OF DIRECTORS**

### **CALL TO ORDER THE CONCURRENT JOINT SPECIAL MEETINGS OF THE: BOARD OF DIRECTORS, EXECUTIVE COMMITTEE, BUDGET & FINANCE COMMITTEE, HUMAN RESOURCES COMMITTEE, AND THE LEGISLATIVE & PUBLIC AFFAIRS COMMITTEE (FILE 10.03)**

#### **A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (FILE 11.03).**

General Counsel David Kendig presented the Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings.

On motion of Director Hatch and second by Director Rossini, and following a roll call vote, approved 16-3 (Directors Hertz-Mallari, Steggell, and Tettemer opposed, Directors Bourne, Hasselbrink, Kuo, Lombard, Rains, and Sachs absent), to select Option #1 to make the following findings:

- 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 of Directors and each Committee 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.

## **ADJOURN THE CONCURRENT JOINT MEETINGS AND RECONVENE TO THE REGULAR MEETING OF THE BOARD OF DIRECTORS**

## **BOARD MEMBER COMMENTS**

The Board Members offered no comments.

## **RECESS TO CLOSED SESSION (FILE 11.15)**

### **CS1. CONFERENCE WITH LABOR NEGOTIATORS** pursuant to Government Code Section 54957.6

Negotiators:	Peter Brown, Liebert Cassidy Whitmore and Stephanie Holloman, Assistant Chief/Human Resources Director
Employee Organizations:	• Orange County Professional Firefighters Association, IAFF - Local 3631, and • Orange County Employees Association (OCEA)

### **CS2. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERFORMANCE EVALUATION** pursuant to Government Code Section 54954.5

Position:	Fire Chief
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### **CS3. 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

## **RECONVENE TO OPEN SESSION**

## **CLOSED SESSION REPORT (FILE 11.15)**

General Counsel David Kendig stated the Board of Directors gave direction to its labor negotiators and concluded the performance of the Fire Chief, and other than that there was no reportable action.

**ADJOURNMENT** – Chair Steggell adjourned the meeting at 10:59 p.m. The next meeting of the Orange County Fire Authority Board of Directors will be a Concurrent Joint Special Meeting of the Board and all Committees on Thursday, August 25, 2022, at 6:00 p.m.

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Maria D. Huizar, CMC  
Clerk of the Authority



# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors  
Special Meeting  
Thursday, August 11, 2022  
6:00 P.M.**

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

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## **CALL TO ORDER**

A Special Meeting of the Orange County Fire Authority Board of Directors was called to order on August 11, 2022, at 6:00 p.m. by Board of Directors Chair Michele Steggell.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

<b>Present:</b>	Michele Steggell, La Palma, Chair	Anthony Kuo, Irvine, Vice Chair
	Ross Chun, Aliso Viejo*	Noel Hatch, Laguna Woods*
	Anne Hertz-Mallari, Cypress	Joe Kalmick, Seal Beach*
	John O'Neill, Garden Grove*	Sandy Rains, Laguna Niguel*
	Ed Sachs, Mission Viejo*	Dave Shawver, Stanton*
	Don Sedgwick, Laguna Hills*	Mark Tettemer, Lake Forest
	Donald P. Wagner, County of Orange*	Kathy Ward, San Clemente*

<b>Absent:</b>	Lisa Bartlett, County of Orange	Troy Bourne, San Juan Capistrano
	Carol Gamble, Rancho Santa Margarita	Shelley Hasselbrink, Los Alamitos
	Gene Hernandez, Yorba Linda	Austin Lumbard, Tustin
	Jessie Lopez, Santa Ana	Sunny Park, Buena Park
	Vince Rossini, Villa Park	Tri Ta, Westminster
	Richard Viczorek, Dana Point	

## **Also present were:**

Fire Chief Brian Fennessy	Deputy Chief Kenny Dossey
Communications Director Matt Olson	Assistant Chief Stephanie Holloman
Assistant Clerk Martha Halvorson	Assistant Counsel Michael Daudt

*\*Board Members attending via teleconferencing*

## **PUBLIC COMMENTS**

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

## **1. DISCUSSION CALENDAR**

### **A. Response to Grand Jury Report Regarding “Where’s the Fire? Stop Sending Fire Trucks to Medical Calls” (FILE 20.04A13)**

Fire Chief Brian Fennessy presented the Response to Grand Jury Reporting Regarding “Where’s the Fire? Stop Sending Fire Trucks to Medical Calls.”

Brief discussion ensued.

Director Wagner left at this point (6:09 p.m.).

On motion of Director Kuo and second by Director Tettemer, and following a roll call vote 13-0 (Directors Bartlett, Bourne, Gamble, Hasselbrink, Hernandez, Lombard, Lopez, Park, Rossini, Ta, Viczorek, and Wagner absent) to approve and authorize the Clerk of the Authority to submit the Orange County Fire Authority’s response to the Orange County Grand Jury report entitled " Where’s the Fire? Stop Sending Fire Trucks to Medical Calls."

## **BOARD MEMBER COMMENTS (FILE 11.13)**

Director Hatch reported at the newly formed Operations Committee, staff provided an overview of their roles, duties, and responsibilities to the Committee. Director Hatch concluded it was a good working meeting and will contribute greatly to the Board.

Director Shawver stated it was a very productive Operations Committee meeting, he is looking forward to an in depth report from staff on the delivery of EMS services.

Chair Steggell congratulated Director Hertz-Mallari who was recently selected as the new Operations Committee Chair.

Director Hertz-Mallari stated she looked forward to serving on the Committee and congratulated the newly appointed Operations Committee Vice Chair Director Rains.

**ADJOURNMENT** – Chair Steggell adjourned the meeting at 6:15 p.m. The next meeting of the Orange County Fire Authority Board of Directors will be a Concurrent Joint Special Meeting of the Board and all Committees on Thursday, August 25, 2022, at 6:00 p.m.

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Martha Halvorson, CMC  
Assistant Clerk of the Authority

# MINUTES ORANGE COUNTY FIRE AUTHORITY

## Board of Directors Concurrent Joint Special Meeting Thursday, August 25, 2022 6:00 P.M.

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

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### CALL TO ORDER

A Concurrent Joint Special Meeting of the Orange County Fire Authority Board of Directors, Executive, Budget and Finance, Human Resources, Legislative and Operations Committees was called to order on August 25, 2022, at 6:00 p.m. by Board of Directors Chair Michele Steggell.

### PLEDGE OF ALLEGIANCE

Vice Chair Kuo led the Assembly in the Pledge of Allegiance to the Flag.

### ROLL CALL

<b>Present:</b>	Michele Steggell, La Palma, Chair	Anthony Kuo, Irvine, Vice Chair*
	Carol Gamble, Rancho Santa Margarita*	Noel Hatch, Laguna Woods*
	Gene Hernandez, Yorba Linda*	Anne Hertz-Mallari, Cypress*
	Joe Kalmick, Seal Beach*	Jessie Lopez, Santa Ana*
	Austin Lumbar, Tustin*	Sunny Park, Buena Park*
	Sandy Rains, Laguna Niguel*	Vince Rossini, Villa Park
	Ed Sachs, Mission Viejo	Dave Shawver, Stanton*
	Don Sedgwick, Laguna Hills*	Tri Ta, Westminster*
	Richard Viczorek, Dana Point*	Donald P. Wagner, County of Orange*
	Kathy Ward, San Clemente*	

<b>Absent:</b>	Lisa Bartlett, County of Orange	Troy Bourne, San Juan Capistrano
	Ross Chun, Aliso Viejo	Shelley Hasselbrink, Los Alamitos
	John O'Neill, Garden Grove	Mark Tettemer, Lake Forest

### Also present were:

Fire Chief Brian Fennessy	Deputy Chief Kenny Dossey
Assistant Chief Robert Cortez	Communications Director Matt Olson
Clerk of the Authority Maria Huizar	General Counsel David Kendig

*\*Board Members attending via teleconferencing*

## **PUBLIC COMMENTS (FILE 11.11)**

General Counsel David Kendig reported this is a Special Meeting of the Board of Directors, thus public comments are confined to the topic presented, in this case it is AB 361, any other regular meeting the public is free to discuss any topic of subject matter within this jurisdiction.

Clerk of the Authority Maria Huizar reported there were two members of the public who wished to speak, having heard the report from General Counsel Kendig they deferred their comments for this evening.

Director Hatch arrived at this point (6:09 p.m.).

### **1. PRESENTATION**

No items.

### **2. DISCUSSION CALENDAR**

#### **A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (FILE 11.03)**

General Counsel David Kendig presented the Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings.

Director Sachs addressed the need for the Board of Directors to move forward having all Members in person for attendance of the meetings.

Director Hernandez spoke in favor to continue to meet with the use of teleconferencing as necessary for members who cannot be present.

Director Wagner noted it is easier for the public to access and participate by telephone with remote meetings, and many public agencies provide effective business with remote meetings.

Director Shawver addressed his support to participate in person with the option of teleconferencing.

Director Park arrived at this point (6:12 p.m.).

Director Ward asked if under Option #1 a Board Member can return to meeting in person, yet have the option to teleconference.

On motion of Director Wagner, and second by Director Hernandez, and following a roll call vote, approved 12-7 (Directors Hatch, Hertz-Mallari, Kuo, Rossini, Sachs, Steggell, and Ward opposed, Directors Bartlett, Bourne, Chun, Hasselbrink, O'Neill, and Tettmer absent) to select Option #1, to make the following findings:

- 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 of Directors and each Committee 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.

## **REPORTS**

None.

## **DIRECTORS COMMENTS (FILE 11.13)**

Director Ward noted that the two committees in which the motion failed only met quarterly.

Director Hertz-Mallari requested that that the Board of Directors agendaize for consideration a change to the Rules of Procedure to allow remote teleconferencing, when necessary.

Chair Steggell and Director Kalmick support request by Director Hertz-Mallari.

**ADJOURNMENT** – Chair Steggell adjourned the meeting at 6:35 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 22, 2022, at 6:00 p.m.

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Maria D. Huizar, CMC  
Clerk of the Authority



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
September 22, 2022

Agenda Item No. 2B  
Consent Calendar

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**Biennial Review and Adoption of Revised Conflict of Interest Code**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief  
Business Services Department

[RobertCortez@OCFA.org](mailto:RobertCortez@OCFA.org)

714.573.6012

Maria D. Huizar  
Clerk of the Authority

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714.573.6041

**Summary**

The Political Reform Act requires that every local agency review its Conflict of Interest Code biennially to ensure that its designated positions are up to date. The Clerk of the Authority, General Counsel and Executive Management have reviewed the existing Code and recommend that the Board adopt the attached Resolution revising the Conflict of Interest Code for the Orange County Fire Authority (OCFA) (Attachment 1).

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

The Board of Directors adopted its last revised Conflict of Interest Code on October 22, 2020.

**RECOMMENDED ACTION(S)**

1. Adopt the proposed Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY ADOPTING A CONFLICT OF INTEREST CODE WHICH SUPERSEDES ALL PRIOR CONFLICT OF INTEREST CODES, and;
2. Direct the Clerk of the Authority to submit the adopted Resolution to the Orange County Board of Supervisors, as the Code reviewing body, for approval.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The Political Reform Act ("Act") (Gov. Code §8100 *et. seq.*) requires every public agency to adopt and implement a Conflict of Interest Code and review biennially to ensure that it is consistent with provisions of state law and organizational structure. Proposed revisions to the Code must be approved by the reviewing body. Since the Orange County Fire Authority's jurisdictional

boundaries are within the County of Orange, the County Board of Supervisors is our code reviewing body, and therefore must approve any amendments.

The Act prohibits a public official from using his or her official position to influence a governmental decision in which he or she has a financial interest. Every state and local agency must adopt a conflict of interest code that identifies all officials and employees within the agency who make governmental decisions based on the positions they hold, notwithstanding temporary assignments. The individuals in the designated positions must disclose their financial interests as specified in the agency's Conflict of Interest Code ("Code").

The law requires positions and disclosure categories to be included in the Code and requires individuals holding those positions to report their financial interests on a form called the Statement of Economic Interests (FPPC Form 700). The designated positions and certain consultants who hold positions that involve making or participating in the making of decisions, which may foreseeably have a material effect on the holder's financial interests must file the statement within specified periods of assuming or leaving office, and annually while holding the position.

### *California Code of Regulations*

The Fair Political Practices Commission has adopted a regulation containing a model conflict of interest code, which can be incorporated by reference and made part of the local agency's conflict of interest code (2 Cal. Code of Regulations § 18730) ("FPPC Model Code"). In October of 2018, the Board of Directors adopted the Model Code (Attachment 5). The FPPC Model together with the list of designated positions and the disclosure categories collectively constitutes the OCFA Conflict of Interest Code.

### *Recommended changes*

Pursuant to State requirements, several classifications were reviewed and based on their duties to *make or participate in governmental decisions* are requested to be added to the list of designated filers.

Pursuant to FPPC definition, a public official makes a governmental decision, if the person:

- (1) Authorizes or directs any action;
- (2) Vote on matters;
- (3) Appoint a person;
- (4) Obligates or commits his or her agency to *any course of action*; or
- (5) Enters into any contractual agreement on behalf of his or her agency.

A public official participates in the making of a governmental decision, if the person provides information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review

After consideration of the above and review of classifications within the Authority, staff proposes the following changes:

ADDITIONS OR REVISIONS TO POSITIONS  
CONFLICT OF INTEREST CODE FILERS:

<b><u>Department and Classification:</u></b>	<b><u>Disclosure Category</u></b>
Assistant Chief / Human Resources Director	OC-51
Behavioral Health and Wellness Coordinator	OC-11
Budget Manager	OC-27
<del>Construction Manager</del> Construction and Facilities Division Manager	OC-32
Construction Project Manager	OC-05
Diversity and Inclusion Coordinator	OC-11
Environmental, Health and Safety Analyst	OC-11
Environmental, Health and Safety Officer	OC-11
<del>Finance Manager</del> Finance Division Manager	OC-27
<del>Fleet Services Manager</del> Fleet Services Division Manager	OC-05
Hand Crew Superintendent	OC-05
<del>Information Technology Manager</del> Information Technology Division Manager	OC-08
<del>Legislation Analyst</del> Legislative Affairs Program Manager	OC-51
<del>Purchasing and Materials Manager</del> Purchasing Division Manager	OC-05
Training Program Analyst	OC-11
Wildland Resource Planner	OC-05
Workers' Compensation Program Manager	OC-12

**Attachment(s)**

1. Proposed Resolution including List of Designated Positions (Redline)
2. Code of Regulations of FPPC § 18730



RESOLUTION NO. 2022-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE ORANGE COUNTY FIRE AUTHORITY ADOPTING A  
CONFLICT OF INTEREST CODE WHICH SUPERSEDES  
ALL PRIOR CONFLICT OF INTEREST CODES

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et. seq. (“the Act”), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their codes in conformity with the Political Reform Act.

WHEREAS, the Orange County Fire Authority previously adopted the Conflict of Interest Code as set forth in Resolution No. 2020-07, and that Code now requires updating; and

WHEREAS, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

WHEREAS, the persons holding designated positions defined in Exhibit A attached to and made part of this resolution shall file a Statement of Economic Interest pursuant to the requirements of the Conflict of Interest Code.

WHEREAS, the disclosure categories as defined in Exhibit B are attached to and made a part of this resolution and shall require the designated positions to disclose pursuant to identified categories.

WHEREAS, this Resolution shall take effect immediately following the County of Orange Board of Supervisors approval of said resolution.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The terms of Title 2, California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission were approved by the Board of Directors on October 22, 2022 and hereby incorporated by reference and, together with Exhibits A and B constitutes the Conflict of Interest Code of the Orange County Fire Authority.

SECTION 2. The provisions of all Conflict of Interest Codes and Amendments thereto previously adopted by the Orange County Fire Authority are hereby superseded.

SECTION 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2022.

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MICHELE STEGGELL, CHAIR  
Board of Directors

ATTEST:

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MARIA D. HUIZAR, CMC  
Clerk of the Authority

APPROVED AS TO FORM:

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DAVID E. KENDIG  
General Counsel



## **ORANGE COUNTY FIRE AUTHORITY CONFLICT OF INTEREST CODE**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of Title 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Orange County Fire Authority.

### **DESIGNATED EMPLOYEES**

Designated employees (excluding consultants) shall file Statements of Economic Interests with the Clerk of the Orange County Board of Supervisors who will make the statements available for public inspection and reproduction (Government Code Section 81008). Consultants shall file Statements of Economic Interests with the Orange County Fire Authority Clerk of the Authority.

### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3, are NOT subject to the Authority's code, but are subject to the disclosure requirements of the Act (Government Code Section 87200 et seq.). [Regs. §18730(b)(3)]. These positions are listed here for informational purposes only.

It has been determined that the positions listed below are Orange County Fire Authority officials who manage public investments:

Board of Directors  
Fire Chief  
Treasurer  
Deputy Chief / Administration & Support Bureau  
Assistant Chief / Business Services Department

These positions shall file original Statements of Economic Interests with the Clerk of the Orange County Board of Supervisors.

The disclosure categories and requirements for these positions are set forth in Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200 et seq. They generally require the full disclosure of interests in real property in the agency's jurisdiction, as well as investments, business positions and sources of income (including gifts, loans, and travel payments), Disclosure Category OC-51.

**ORANGE COUNTY FIRE AUTHORITY**

**CONFLICT OF INTEREST CODE  
LIST OF DESIGNATED POSITIONS**

<b>Designated Position</b>	<b>Disclosure Category</b>
Accounting Manager	OC-27
Assistant Chief / Business Services Department**	OC-51
Assistant Chief / Community Risk Services Department	OC-51
Assistant Chief / Emergency Medical Services Department	OC-51
Assistant Chief / Field Operations Services Department	OC-51
<b>Assistant Chief / Human Resources Director</b>	<b>OC-51</b>
Assistant Chief / Logistics Department	OC-51
Assistant Clerk of the Authority	OC-05
Assistant Fire Marshal	OC-29
Assistant Information Technology Manager	OC-08
Assistant Purchasing Agent	OC-05
Assistant Treasurer	OC-27
Battalion Chief (Emergency Command Center)	OC-05
Battalion Chief (Emergency Medical Services)	OC-05
Battalion Chief (Spec Developer for Apparatus)	OC-05
Battalion Chief (Spec Developer for PPEs)	OC-05
Battalion Chief (US&R Logistics)	OC-05
<b>Behavioral Health and Wellness Coordinator</b>	<b>OC-11</b>
Board of Directors**	OC-51
<b>Budget Manager</b>	<b>OC-27</b>
Buyer	OC-05
Clerk of the Authority	OC-05
<del>Construction Manager</del> <b>Construction and Facilities Division Manager</b>	OC-32
<b>Construction Project Manager</b>	<b>OC-05</b>
Consultant	OC-30
Deputy Chief / Administration and Support Bureau**	OC-51

Designated Position	Disclosure Category
Deputy Chief / Emergency Operations Bureau	OC-51
Deputy Fire Marshal	OC-29
Director of Communications (Corporate Communications)	OC-51
Diversity and Inclusion Coordinator	OC-11
Emergency Communications Center Manager	OC-41
EMS Coordinator	OC-05
EMS Medical Director	OC-05
Environmental, Health and Safety Analyst	OC-11
Environmental, Health and Safety Officer	OC-11
Facilities Maintenance Manager	OC-51
<del>Finance Manager</del> Finance Division Manager	OC-27
Fire Captain (Spec Developer for Apparatus)	OC-05
Fire Captain (Spec Developer for PPEs)	OC-05
Fire Captain (US&R Logistics)	OC-05
Fire Chief**	OC-51
Fire Community Relations / Education Supervisor	OC-51
Fire Division Chief	OC-51
Fire Engineer (Spec Developer for Apparatus)	OC-05
Fire Engineer (US&R Logistics)	OC-05
Fire Prevention Analyst	OC-29
Fire Prevention Specialist	OC-29
Fire Safety Engineer	OC-29
Firefighter/Paramedic (US&R Logistics)	OC-05
<del>Fleet Services Manager</del> Fleet Services Division Manager	OC-05
Fleet Services Supervisor	OC-05
General Counsel	OC-30
Geographic Information Systems Supervisor	OC-08
Hand Crew Superintendent	OC-05
<del>Human Resources Director</del>	<del>OC-11</del>
Human Resources Manager	OC-11

Designated Position	Disclosure Category
<del>Information Technology Manager</del> Information Technology Division Manager	OC-08
Information Technology Supervisor	OC-08
<del>Legislation Analyst</del> Legislative Affairs Program Manager	OC-51
Organizational Development and Training Program Manager	OC-05
Payroll and Accounts Payable Manager	OC-11
Procurement Evaluation Committee Members	vary
Property Manager	OC-51
Public Relations Manager	OC-51
<del>Purchasing and Materials Manager</del> Purchasing Division Manager	OC-05
Risk Management Analyst	OC-12
Risk Management Safety Officer	OC-12
Risk Manager	OC-12
Senior Fire Apparatus Parts Specialist	OC-05
Senior Fire Prevention Specialist	OC-29
Service Center Supervisor	OC-05
Supervising Purchasing Agent	OC-05
Training Program Analyst	OC-11
Treasurer **	OC-51
US&R Warehouse and Logistics Specialist	OC-05
Wildland Resource Planner	OC-05
Workers' Compensation Program Manager	OC-12

Note: 87200 Filers identified with \*\*

**ORANGE COUNTY FIRE AUTHORITY**

**CONFLICT OF INTEREST CODE**

**DISCLOSURE CATEGORIES/DESCRIPTIONS**

Required filers must review Form 700 Schedules and complete forms as mandated by the specific Disclosure Category designated.

<b>DISCLOSURE CATEGORY</b>	<b>DISCLOSURE DESCRIPTION*</b>
OC-05	All INVESTMENTS in, BUSINESS POSITIONS and INCOME, (including gifts, loans, and travel payments) from <u>sources that provide services, supplies, materials, machinery, equipment</u> (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-08	All INVESTMENTS in, BUSINESS POSITIONS with and INCOME, (including gifts, loans and travel payments) from <u>sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services</u> (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-11	All interests in REAL PROPERTY in Orange County or located entirely or partly within the Authority or District boundaries as applicable, as well as INVESTMENTS in, BUSINESS POSITIONS with and INCOME (including gifts, loans and travel payments) from sources that are <u>engaged in the supply of equipment related to recruitment, employment search &amp; marketing, classification, training, or negotiation with personnel; employee benefits, and health and welfare benefits.</u>
OC-12	All interests in REAL PROPERTY in Orange County, the District, or Authority, as applicable, as well as INVESTMENTS in, BUSINESS POSITIONS with and INCOME (including gifts, loans and travel payments) from sources that <u>invest funds or engage in the business of insurance</u> including, but not limited to insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims mangers and actuaries; from financial institutions including but not limited to, banks, savings & loan associations and credit unions or sources that have filed a claim, or have a claim pending, against Orange County, the Authority or the District, as applicable.
OC-27	All INVESTMENTS in, BUSINESS POSITIONS with and sources of INCOME (including gifts, loans, and travel payments) from sources that are <u>engaged in banking and/or investment business.</u>

DISCLOSURE CATEGORY	DISCLOSURE DESCRIPTION*
OC-29	All INVESTMENTS in, BUSINESS POSITIONS with and INCOME (including gifts, loans, and travel payments) from <i>sources that are subject to inspection or regulation</i> by the County Department, Authority or District, as applicable.
OC-30	<p><u>Consultants</u> shall be included in the list of designated employees and shall disclose pursuant to the BROADEST CATEGORY in the code subject to the following limitation:</p> <p>The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section.</p> <p>Such written determination shall include a description of the consultant’s duties and based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.</p>
OC-32	All INVESTMENTS in, BUSINESS POSITIONS with and INCOME (including gifts loans and travel payments) from sources that are <u>engaged in any real estate activity</u> within the geographical boundaries of the County, District or Authority as applicable, including but not limited to real estate appraisal, development, construction, sales, brokerage, leasing, lending, insurance or property management.
OC-41	All interests in real property in Orange County, the District or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, vehicles, or equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-51	All interests in real property in Orange County, the District or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide or which it is foreseeable may provide services, supplies, materials, machinery, vehicles, or equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.

\* As used herein, the terms “Department,” “County Department,” “District” and “Authority” shall all mean “Orange County Fire Authority”



(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

**§ 18730. Provisions of Conflict of Interest Codes.**

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.<sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.<sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$470.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$470 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected



officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

- 1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
- 2. A loan that would otherwise not be a gift as defined in this title.
- 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
- 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
- 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$470 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be

made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

<sup>2</sup> See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>6</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

### **HISTORY**

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).  
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).



18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

*Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).



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

**Board of Directors Meeting  
September 22, 2022**

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

### **Carryover of FY 2021/22 Uncompleted Projects**

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#### **Contact(s) for Further Information**

Robert Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012
Tricia Jakubiak, Treasurer Treasury & Financial Planning	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Stuart Lam, Budget Manager	<a href="mailto:stuartlam@ocfa.org">stuartlam@ocfa.org</a>	714.573.6302

#### **Summary**

This agenda item is a routine annual request for approval to carryover funding for various projects and grants that were not completed in FY 2021/22 and require movement of the applicable funding into FY 2022/23. The agenda item and attachments include additional details inclusive of project description and status based on Board discussion at its September 2021 meeting.

#### **Prior Board/Committee Action**

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 5-0 (Directors Lumbard, Hasselbrink, Tettermer and Sachs absent).

#### **RECOMMENDED ACTION(S)**

1. Approve a budget adjustment in the FY 2022/23 General Fund (121) to adjust revenues by \$16,168,371 and expenditures by \$15,945,596.
2. Approve a budget adjustment in the FY 2022/23 General Fund CIP (12110) to adjust expenditures by \$3,171,048.
3. Approve a budget adjustment in the FY 2022/23 Fire Stations and Facilities Fund (123) to adjust expenditures by \$20,162,709.
4. Approve a budget adjustment in the FY 2022/23 Communications and Information Systems Fund (124) to adjust expenditures by \$2,557,847.
5. Approve a budget adjustment in the FY 2022/23 Fire Apparatus Fund (133) to adjust expenditures by \$2,113,000.
6. Approve a budget adjustment in the FY 2022/23 Settlement Agreement Fund (139) to adjust expenditures by \$1,500,000.
7. Approve a budget adjustment in the FY 2022/23 Structural Fire Entitlement Fund (171) to adjust expenditures by \$4,301,785.

#### **Impact to Cities/County**

The proposed adjustments to the FY 2022/23 budget will have no impact to cash contract city charges.

## **Fiscal Impact**

Approval of the requested adjustments will accommodate a change in timing of revenues and appropriations, from FY 2021/22 into FY 2022/23, in the funds listed as per the recommended actions.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

## **Background**

The annual carryover request includes projects in the General, Capital Improvement Program and other funds, as summarized below. Due to the complexity, size, timing and resources available to complete projects, as well as changes in priorities, not all projects were completed within the fiscal year. Therefore, staff is recommending to carryover the appropriations for such projects so that they may continue and be completed within Fiscal Year 2022/23. Carryover requests simply reflect a timing change of planned expenditures.

### **FY 2022/23 Revenue Adjustments - \$16.2 million**

**Grants:** This category represents reimbursements for Grants where expenditures are reimbursed once incurred. The adjustment is for the CalFire Tree Pest Mitigation Grant \$4,133,263, CalFire Greenhouse Gas Reduction Fund \$2,557,259, CalFire Special Projects Augmentation Fund \$1,683,074, 2021 US&R Grant \$722,926, CalFire Defensible Space Inspection Grant \$438,818, Assistance to Firefighters (AFG) Fireground Survival Training Grant \$367,565, CalFire Fuels Reduction Equipment Grant \$228,429, 2020 US&R Grant \$168,733, Homeland Security Grant funded education trailer \$152,892, California Firefighter Joint Apprenticeship Committee (CALJAC) \$97,334, 2019 US&R Grant \$22,698, and CA Fire Foundation Grant to fund fire education props, kits, and robotics \$13,287. **\$10,586,278**

**Project Specific Funds:** Revenue adjustment for FIRIS 3.0 Program extension to provide enhanced statewide wildfire and all-hazard situational awareness for first responders. **5,582,093**

### **FY 2022/23 Expenditure Adjustments - \$15.9 million**

**Supplies/Professional Services:** This category includes adjustments for the following services and supplies: upgrade Incident Management Team technology equipment \$40,649 and badge and award expenditures \$13,039. **\$53,688**

**Grant/Other Reimbursable Programs:** These expenditure items include: CalFire Tree Pest Mitigation Grant \$4,133,263, CalFire Greenhouse Gas Reduction Fund \$2,557,259, CalFire Special Projects Augmentation Fund \$1,683,074, 2021 US&R Grant \$647,605, CalFire Defensible Space Inspection Grant \$438,818, AFG Fireground Survival Training Grant \$367,565, 2020 US&R Grant \$168,733, Homeland Security Grant funded fire education trailer \$152,892, services and supplies eligible for reimbursement through CALJAC \$97,334, 2019 US&R Grant \$22,698, and CA Fire Foundation Grant funded fire education props, kits, and robotics \$13,287. **\$10,282,528<sup>(1)</sup>**

<sup>1</sup> Expenditure adjustment is wholly or partially cost neutral, offset by a corresponding revenue source or dedicated fund balance.

**Project Specific Funds:** Expenditure adjustment for FIRIS 3.0 Program extension to provide enhanced statewide wildfire and all-hazard situational awareness for first responders.

**5,582,093<sup>(1)</sup>**

**Fixed Assets/Equipment:** This adjustment includes funding for the following equipment purchases: HazMat Radiation Detection Equipment \$19,642 and OCFA's required share of grant match for Homeland Security Grant funded fire education trailer \$7,645.

**\$27,287**

<sup>1</sup> Expenditure adjustment is wholly or partially cost neutral, offset by a corresponding revenue source or dedicated fund balance.

### **FY 2021/22 CIP and Other Fund Adjustments**

- **Fund 12110 – General Fund CIP:** Adjust expenditure budget by \$3,171,048 for various projects not completed in FY 2021/22 as detailed in Attachments 1 and 2.
- **Fund 123 – Fire Stations and Facilities:** Adjust expenditure budget by \$20,162,709 for various projects not completed in FY 2021/22 as detailed in Attachments 1 and 2.
- **Fund 124 – Communications & Information Systems:** Adjust expenditure budget by \$2,557,847 for various projects not completed in FY 2021/22 as detailed in Attachments 1 and 2.
- **Fund 133 – Fire Apparatus:** Adjust expenditure budget by \$2,113,000 to fund \$1,401,100 in Emergency Vehicles and \$711,900 in support vehicles as detailed in Attachments 1 and 2.
- **Fund 139 – Settlement Agreement Fund:** Adjust expenditure budget by \$1,500,000 for various projects not completed in FY 2021/22 as detailed in Attachment 1.
- **Fund 171 – Structural Fire Fund Entitlement Fund:** Adjust expenditure budget by \$4,301,785 which reflects the remaining balance for each Structural Fire Fund (SFF) city as detailed in Attachment 1. Allocation of these funds will enable fire service enhancements in SFF member cities.

### **Attachment(s)**

1. Carryover FY 2021/22 into FY 2022/23
2. CIP Project Status

**ORANGE COUNTY FIRE AUTHORITY**  
**Carryover FY 2021/22 to FY 2022/23**

<b>Fund#</b>	<b>Description</b>	<b>Carryover Revenue</b>	<b>Carryover Expenditure</b>	<b>Budget by Category</b>	<b>Appropriate Fund Balance</b>
<b>Fund 121 - General Fund</b>					
	<b>Restricted</b>				
121	US&R Grant 2019	22,698	22,698		-
121	US&R Grant 2020	168,733	168,733		-
121	US&R Grant 2021	722,926	647,605		(75,321)
121	FIRIS Program 3.0 Extension	5,582,093	5,582,093		-
121	AFG Fireground Survival Training Program Grant	367,565	367,565		-
121	State Homeland Security Grant Education Trailer	152,892	152,892		-
121	CalFire Tree Pest Mitigation Grant	4,133,263	4,133,263		-
121	CalFire Special Projects Augmentation Fund	1,683,074	1,683,074		-
121	CalFire Greenhouse Gas Reduction Fund	2,557,259	2,557,259		-
121	CalFire Defensible Space Inspection Grant	438,818	438,818		-
121	CalFire Fuels Reduction Equipment Grant	228,429	-		(228,429)
121	CA Fire Foundation Grant Education Props, Kits, and Robotics	13,287	13,287		-
121	California Firefighter Joint Apprenticeship Committee	97,334	97,334		-
			<b>Restricted</b>	<b>15,864,621</b>	
	<b>Other Services &amp; Supplies</b>				
121	Education Trailer (OCFA Portion)		7,645		7,645
121	Replace Incident Management Team Technology Equipment		40,649		40,649
121	Badge and Award Expenditures		13,039		13,039
121	HazMat Radiation Detection Training Equipment		19,642		19,642
			<b>Other Services &amp; Supplies</b>	<b>80,975</b>	
<b>Total: Fund 121</b>		<b>16,168,371</b>	<b>15,945,596</b>	<b>15,945,596</b>	<b>(222,775)</b>
<b>Fund 12110 - General Fund CIP</b>					
	<b>Equipment</b>				
12110	Data Storage, Backup, Recovery (P339)		75,620		75,620
12110	RFOTC Uninterruptible Power System Replace (P409)		56,565		56,565
12110	RFOTC and Fire Station Data Network Upgrades (P337)		237,278		237,278
12110	Personal Computer (PC), Tablets, Printer Replace (P331)		58,664		58,664
12110	Mobile Data Computer (MDC) system (P303)		410,379		410,379
12110	800 MHz Radios (P332)		84,940		84,940
12110	VHF Radios (P333)		407,556		407,556
12110	WMD Protective Suits/Respirator Canisters (P428)		20,000		20,000
12110	Fire Shelters (P412)		100,000		100,000
12110	Chainsaws (P432)		75,000		75,000
12110	Gas Powered Exhaust Fans (P433)		50,000		50,000
12110	Hazmat Air Monitors (P434)		49,612		49,612
			<b>Equipment</b>	<b>1,625,614</b>	
	<b>Fire Station Improvements</b>				
12110	Enterprise Phone/Public Address System Upgrade (P408)		1,188,361		1,188,361
12110	Fire Apparatus Shelters (P341)		200,000		200,000
12110	Station Bathroom Inclusive Facilities (P413)		157,073		157,073
			<b>Fire Station Improvements</b>	<b>1,545,434</b>	
<b>Total: Fund 12110</b>		<b>-</b>	<b>3,171,048</b>	<b>3,171,048</b>	<b>3,171,048</b>



**ORANGE COUNTY FIRE AUTHORITY**  
**Carryover FY 2021/22 to FY 2022/23**

<b>Fund#</b>	<b>Description</b>	<b>Carryover Revenue</b>	<b>Carryover Expenditure</b>	<b>Budget by Category</b>	<b>Appropriate Fund Balance</b>
<b>Fund 123 - Fire Stations and Facilities</b>					
<b>Fire Station Improvements</b>					
123	Retrofit Existing Station Fire Life Safety Systems (P258)		1,228,898		1,228,898
123	Replacement of Fire Station 10 (Yorba Linda) (P503)		992,720		992,720
123	Replacement of Fire Station 24 (Mission Viejo) (P554)		16,000,000		16,000,000
123	Fire Station 49 Apparatus Bay Floor Reconstruction (P253)		431,596		431,596
			<b>Fire Station Improvements</b>	<b>18,653,214</b>	
<b>Other Facility Improvements</b>					
123	RFOTC Training Grounds Expansion & Upgrade (P251)		162,898		162,898
123	Infrastructure Security Enhancements (P247)		1,346,597		1,346,597
			<b>Other Facility Improvements</b>	<b>1,509,495</b>	
<b>Total: Fund 123</b>		<b>-</b>	<b>20,162,709</b>	<b>20,162,709</b>	<b>20,162,709</b>
<b>Fund 124 - Communications &amp; Information Systems</b>					
<b>Communications &amp; Equipment</b>					
124	OCFA Enterprise Audio Video Equipment Upgrades (P350)		311,798		311,798
			<b>Communications &amp; Equipment</b>	<b>311,798</b>	
<b>Applications and Systems</b>					
124	CRR Automation - IFP Replacement (P326)		647,275		647,275
124	EMS Enterprise System Development (P353)		110,084		110,084
124	Incident Reporting Application Replacement (P325)		140,053		140,053
124	Next Generation CAD2CAD (P347)		17,900		17,900
			<b>Applications and Systems</b>	<b>915,312</b>	
<b>Business Continuity</b>					
124	OCFA Disaster Recovery Co-Location Facility (P349)		1,230,737		1,230,737
124	RFOTC Data Center Fire Suppression Sys Upgrade (P348)		100,000		100,000
			<b>Business Continuity</b>	<b>1,330,737</b>	
<b>Total: Fund 124</b>		<b>-</b>	<b>2,557,847</b>	<b>2,557,847</b>	<b>2,557,847</b>
<b>Fund 133 - Vehicle Replacement Fund</b>					
133	1 Air Utility Vehicle (Emergency)		528,000		528,000
133	3 Full-Size 4-Door 4x4 Vehicles (Emergency)		190,500		190,500
133	3 Swift Water Vehicles (Emergency)		228,600		228,600
133	10 Mid-Size SUV Operations Vehicles (Emergency)		454,000		454,000
133	1 Pickup Crew Cab 3/4 Ton Vehicle (Support)		49,900		49,900
133	8 Full-Size SUV Vehicles (Support)		438,700		438,700
133	3 Step Vans (Support)		147,100		147,100
133	2 Mid-Size SUV Vehicles (Support)		76,200		76,200
<b>Total: Fund 133</b>		<b>-</b>	<b>2,113,000</b>	<b>2,113,000</b>	<b>2,113,000</b>
<b>Fund 139 - Settlement Agreement Fund</b>					
139	Joint Training Facility Design Allocation		1,000,000		1,000,000
139	Bidirectional Amplifiers		500,000		500,000
<b>Total: Fund 139</b>		<b>-</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>
<b>Fund 171 - Structural Fire Fund Entitlement Fund</b>					
171	Balance of remaining SFF funds		4,301,785		4,301,785
<b>Total: Fund 171</b>		<b>-</b>	<b>4,301,785</b>	<b>4,301,785</b>	<b>4,301,785</b>

# FY2022-23 Carryover CIP Project Status

Attachment 2

Fund 12110 - General Fund CIP	Carryover Amount \$	% Complete/Status (projected month/year of completion)
<b>Equipment</b>		
Data Storage, Backup, Recovery (P339)	75,620	Ongoing/Annual equipment replacement project
RFOTC Uninterruptible Power System Replace (P409)	56,565	30% complete; bid awarded June 2022, project in process. Estimated completion March 2023.
RFOTC and Fire Station Data Network Upgrades (P337)	237,278	75% complete; project ongoing, wireless network upgrades estimated completion June 2023.
Personal Computer (PC), Tablets, Printer Replace (P331)	58,664	Ongoing/annual equipment replacement project
Mobile Data Computer (MDC) system (P303)	410,379	35% complete; project in process; unit replacements to use iPad or RAMCO based MDCs. Estimated completion June 2024.
800 MHz Radios (P332)	84,940	Ongoing/Annual equipment replacement project
VHF Radios (P333)	407,556	75% complete; Additional radio purchases in process. Estimated completion June 2023.
WMD Protective Suits/Respirator Canisters (P428)	20,000	90% complete. Estimated completion December 2022
Fire Shelters (P412)	100,000	Project will commence with inventory availability
Chainsaws (P432)	75,000	25% complete, RFP to be issued in 3rd qtr. 2022. Estimated completion April 2023.
Gas Powered Exhaust Fans (P433)	50,000	25% complete, RFP to be issued in 3rd qtr. 2022. Estimated completion April 2023.
Hazmat Air Monitors (P434)	49,612	75% complete. Estimated completion December 2022
<b>Fire Station Improvements</b>		
Enterprise Phone/Public Address System Upgrade (P408)	1,188,361	10% complete; Project in RFP stage. Estimated completion June 2024.
Fire Apparatus Shelters (P341)	200,000	0% complete; project will commence in 2023
Station Bathroom Inclusive Facilities (P413)	157,073	FS32 and FS53 completed June 2022; FS14, 16 and 42 construction in July 2022; FS4 is in design and will begin construction early 2023.
<b>Fund 123 - Fire Stations and Facilities</b>	<b>Carryover Amount \$</b>	<b>% Complete/Status (projected month/year of completion)</b>
<b>Fire Station Improvements</b>		
Retrofit Existing Station Fire Life Safety Systems (P258)	1,228,898	75% complete; Property Management continues to update and retrofit monitoring systems. Completion estimated December 2022.
Replacement of Fire Station 10 (Yorba Linda) (P503)	992,720	5% complete; RFQ for design/build selection team in preparation; estimated release early 2023.
Replacement of Fire Station 24 (Mission Viejo) (P554)	16,000,000	15% complete; design-build phase started; preliminary site plan completed. Site work estimated to begin March 2023.

Fire Station 49 Apparatus Bay Floor Reconstruction (P253)	431,596	85% complete; bay floor concrete completed; remaining work includes exterior painting, concrete repair around the property, additional grading and asphalt work around perimeter.
<b>Other Facility Improvements</b>		
RFOTC Training Grounds Expansion & Upgrade (P251)	162,898	CUP application for expansion phase project in process; completion in 2025 or later depending on CUP /environmental process.
Infrastructure Security Enhancements (P247)	1,346,597	Access control system bid awarded with estimated completion June 2023 - 25% complete. Cyber Security component nearing completion - network access/privileges and software precautions 100% complete; 2-factor login authentication 75% complete; server/firewall software patching 90% complete; securing physical access to IT systems 50% complete.
<b>Fund 124 - Communications &amp; Information Systems</b>	<b>Carryover Amount \$</b>	<b>% Complete/Status (projected month/year of completion)</b>
<b>Communications &amp; Equipment</b>		
OCFA Enterprise Audio Video Equipment Upgrades (P350)	311,798	20% complete; Project in RFP stage for RFOTC and fire stations. Estimated completion June 2024
<b>Applications and Systems</b>		
CRR Automation - IFP Replacement (P326)	647,275	75% complete; project in process. Estimated completion June 2023.
EMS Enterprise System Development (P353)	110,084	20% complete; project in process Needs analysis phase approaching completion. Estimated completion December 2022
Incident Reporting Application Replacement (P325)	140,053	99% complete; project in process, building interface to ORION system. Estimated completion June 2023.
Next Generation CAD2CAD (P347)	17,900	90% complete; estimated completion September 2022.
<b>Business Continuity</b>		
OCFA Disaster Recovery Co-Location Facility (P349)	1,230,737	25% complete; project in process. 9-1-1 and data circuits extended to ECC Dispatch trailer stationed at FS43 to remote connect to CAD and VESTA phone systems allowing 9-1-1 dispatch from offsite. Estimated completion June 24.
RFOTC Data Center Fire Suppression Sys Upgrade (P348)	100,000	30% complete; bid awarded June 2022, project in process. Estimated completion March 2023
<b>Fund 133 - Vehicle Replacement Fund</b>	<b>Carryover Amount \$</b>	<b>% Complete/Status (projected month/year of completion)</b>
1 Air Utility Vehicle (Emergency)	528,000	On hold pending available inventory
3 Full-Size 4-Door 4x4 Vehicles (Emergency)	190,500	On hold pending available inventory
3 Swift Water Vehicles (Emergency)	228,600	On hold pending available inventory
10 Mid-Size SUV Operations Vehicles (Emergency)	454,000	50% complete; multi-agency cooperative bid in review
1 Pickup Crew Cab 3/4 Ton Vehicle (Support)	49,900	On hold pending available inventory
8 Full-Size SUV Vehicles (Support)	438,700	50% complete; multi-agency cooperative bid in review
3 Step Vans (Support)	147,100	On hold pending available inventory
2 Mid-Size SUV Vehicles (Support)	76,200	On hold pending available inventory



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

**Board of Directors Meeting**  
**September 22, 2022**

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

**Fourth Quarter Purchasing Report**

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**Contact(s) for Further Information**

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**Summary**

This routine agenda item is submitted to provide information regarding purchases made within management authority during the fourth quarter of FY 2021/22.

**Prior Board/Committee Action**

On June 24, 2021, the Board of Directors approved the content format contained herein for future quarterly purchasing reports.

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Directors Lumbard and Hasselbrink absent).

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Purchasing Ordinance No. 009 (Ordinance) and the Roles/Responsibilities/Authorities Matrix (Matrix) provides the Chief Procurement Officer (Purchasing Manager) authority to enter into various types of agreements at varying amounts. This authority includes the procurement of items previously approved by the Board of Directors as part of the annual adoption of the budget provided that the contract results from a competitive solicitation. Furthermore, as per Section 1-20 Small Purchases provision of the Ordinance, any contract for the purchase of supplies, equipment, maintenance, and services not exceeding \$50,000 may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in the Ordinance. For public works projects, the statutory threshold is established by the CA Public Contract Code at \$60,000.

The Quarterly Purchasing Report provides a list of all purchase orders and blanket orders entered into under the Purchasing Manager authority during the period of April 1, 2022, through June 30, 2022.

**Attachment(s)**

Fourth Quarter Purchasing Report – April 1, 2022 to June 30, 2022

**Purchasing Report  
4th Quarter - FY 2021/22**

- This report reflects all POs/BOs issued within management authority, including those that may have been cancelled or replaced by another PO or BO. These records will show as duplications in the report, but are in fact replacements.
- Management authority includes the procurement of items previously approved by the Board of Directors as part of the annual adoption of the budget provided that the contract results from a competitive solicitation.
- Amount column reflects the procurement value. Actual expenditures made against the contract may be lower.
- Vendor Name column display of "error" or the phrase "do not use" appears when a vendor has since changed their name or corporation status.
- PO/BO amounts of \$0 or \$.01 are often issued as place holders to record the terms and conditions of no-cost transactions, or may appear when the POs/BO balance is reduced to zero.
- POs starting with the letter "Q" are issued as part of the fiscal year end process to roll forward encumbrances issued in a prior fiscal year for projects still in progress.

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
4/1/2022	B02207-1	\$75,000	Business Services Department	NIELSEN MERKSAMER PARRINELLO GROSS & LEONI	STATE LEGISLATIVE & REGULATORY CONSULTING SERVICES	JA2481
4/1/2022	B01690-5	\$6,400	Business Services Department	ERC CONSULTING	CONSULTANT SERVICES AS ACC LIAISON	
4/1/2022	B02323	\$50,000	EMS & Training Department	CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION	STATE FIRE TRAINING CFSTES AND FSTEP COURSE FEES	
4/1/2022	B02313	\$20,000	EMS & Training Department	DOI/BLM	IRPG'S FOR OPERATION MEMBERS AND RIGS AND INSTRUCTOR AND STUDENT COURSE MATERIALS FOR NWCG CLASSES.	
4/1/2022	B01965-3	\$10,000	EMS & Training Department	NORTH NET FIRE TRAINING CENTER	NORTH NET TRAINING FACILITY RENTAL	
4/1/2022	B02085-2	\$30,000	Human Resources Department	AERO ENVIRONMENTAL SERVICES	INDUSTRIAL HYGIENIST SERVICES	
4/1/2022	B02322	\$115,000	Logistics Department	LINEGEAR FIRE & RESCUE	NEW GENERATION FIRE SHELTERS	JC2546
4/1/2022	B01950-3	\$105,000	Logistics Department	DG ENERGY SERVICES	GENERATOR REPAIR AND MAINTENANCE	RO2353
4/1/2022	B01425-9	\$70,000	Logistics Department	LOWE'S	MISCELLANEOUS BUILDING SUPPLIES AND APPLIANCES	COOPERATIVE AGREEMENT
4/1/2022	B01939-3	\$40,000	Logistics Department	FIRE STATION OUTFITTERS	FIRE STATION FURNISHINGS	RO2354
4/1/2022	B01944-3	\$29,000	Logistics Department	CONWAY SHIELD	LEATHER HELMET SHIELDS AND SIDEBARDS	SK2346
4/1/2022	B02206-1	\$12,000	Logistics Department	LN CURTIS & SONS	BULLARD WILDLAND FIREFIGHTING HELMETS	
4/1/2022	B01659-6	\$10,000	Logistics Department	LN CURTIS & SONS	FIRE GOGGLES AND STRAPS	
4/1/2022	B02113-2	\$1,226	Logistics Department	NI GOVERNMENT SERVICES INC	SATELLITE RADIO AND TELEPHONE SERVICES FOR IT	
4/1/2022	B01941-3	\$10,000	Special Operations Division	LINEGEAR FIRE & RESCUE	PERSONAL EQUIPMENT FOR SANTIAGO CREW	
4/1/2022	B02320	\$7,000	Special Operations Division	COMTRSYS, INC.	ONLINE FLIGHT TRAINING ANNUAL ONLINE SUBSCRIPTION	
4/5/2022	P0014709	\$3,427	Executive Management	MISSION-CENTERED SOLUTIONS, INC.	MEETING FACILITATION - TRANSITION OF FIRIS PROGRAM	
4/5/2022	P0014708	\$45,799	Special Operations Division	AVIATION SPECIALTIES UNLIMITED, INC.	NIGHT VISION GOGGLES FOR HELICOPTER OPERATIONS.	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
4/6/2022	B01848-4	\$18,000	Logistics Department	COLLINS FLAGS	FLAGS	SK2268
4/6/2022	P0014710	\$5,752	EMS & Training Department	ALLIANT EVENT SERVICES, INC	JUMBOTRON SCREEN FOR OCFA ACADEMY 54	
4/7/2022	B01961-3	\$75,000	Logistics Department	WORTHINGTON FORD	FORD VEHICLES: PARTS, MAINTENANCE, AND REPAIR SERVICES AS-NEEDED	JA2349
4/7/2022	P014211	\$8,350	Special Operations Division	LOS ANGELES FREIGHTLINER	VEHICLE PRICE INCREASE FOR 2022 FREIGHTLINER CASCADIA	JA2487
4/8/2022	P0014716	\$1,950	Corporate Communications	ARENA MEDIA PRODUCTIONS	VIDEO DIRECTOR FOR THE ACADEMY 54 GRADUATION CEREMONY	
4/8/2022	B02314	\$2,308	Logistics Department	EXPEDITION COMMUNICATIONS LLC	METERED SATELLITE INTERNET SERVICE FOR IMT	
4/8/2022	P0014712	\$8,511	Special Operations Division	GROUND CONTROL SYSTEMS INC.	REPLACEMENT REFLECTOR FOR VSAT 1 PIECE. FEMA CACHE ITEM: CC-0111.13 AND CC-0111.14	
4/8/2022	P0014711	\$1,764	EMS & Training Department	GANAHL LUMBER COMPANY	LUMBER FOR DRILL GROUNDS	
4/8/2022	P0014713	\$2,051	Logistics Department	DELL MARKETING, L.P.	TECHNOLOGY TRAILER PCS	
4/8/2022	P0014715	\$9,961	Logistics Department	MUNICIPAL EMERGENCY SERVICES	STOCK FOR ACADEMY 55 OUTFITTING	
4/11/2022	B02315	\$16,186	Logistics Department	SAITECH INC.	ADOBE ENTERPRISE SITE LICENSES	
4/11/2022	B01870-4	\$11,306	Logistics Department	ZONES INC.	SAP CRYSTAL REPORT SOFTWARE AND SUPPORT	
4/11/2022	P0014718	\$9,875	Logistics Department	VERNE'S PLUMBING, INC.	REMOVAL AND INSTALLATION OF TWO (2) TANKLESS WATER HEATERS.	
4/11/2022	P0014717	\$1,440	EMS & Training Department	LIFE ASSIST, INC.	SALINE FLUSH	
4/11/2022	P0014719	\$1,558	Command & Emergency Planning Div	SOUTHERN CALIFORNIA ERGONOMICS	ECC HEADSETS AND HEADSET SUPPLIES	
4/11/2022	P0014720	\$6,619	Logistics Department	CURVATURE LLC	911 NETWORK UPGRADE PROJECT- ACCESSORIES	
4/11/2022	P0014721	\$6,314	Logistics Department	WILLIAMS & MAHER INC	RETROFIT APP BAY LIGHTING TO LED FS54	RO2202
4/11/2022	P0014722	\$4,036	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	IRRIGATION REPAIRS FS84	
4/11/2022	P0014723	\$1,250	Logistics Department	DG ENERGY SERVICES	GENERATOR RENTAL FOR FS36	
4/11/2022	P0014724	\$478	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	IRRIGATION REPAIRS FS45	
4/11/2022	P0014725	\$1,579	Logistics Department	WILLIAMS & MAHER INC	NEW ELECTRICAL FOR NEW WATER HEATER AT FS56	
4/12/2022	P0014726	\$2,396	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL WORK AT USAR WAREHOUSE	
4/13/2022	B02089-2	\$600,000	Logistics Department	RAMCO RUGGED PORTABLES	MOBILE DATA COMPUTER HARDWARE & ACCESSORIES	JA2437

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
4/13/2022	B01960-3	\$50,000	Logistics Department	SANTA MARGARITA FORD FLEET SERVICE CENTER	FORD VEHICLES: PARTS, MAINTENANCE, AND REPAIR SERVICES AS-NEEDED	JA2349
4/13/2022	B02097-2	\$10,000	Logistics Department	WILCOX SUPPLY INC.	MISC. WHEEL AND TIRE SUPPLIES - AS NEEDED	
4/14/2022	B01602-7	\$50,000	Logistics Department	TRITECH SOFTWARE SYSTEMS	AVL/CAD INTERFACE PROGRAMMING SERVICES	
4/14/2022	P0014727	\$9,201	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL WORK - RFOTC FLEET SERVICES	RO2202
4/14/2022	P0014728	\$8,290	Logistics Department	SIGNATURE FLOORING, INC.	FLOORING FOR HR/EXECUTIVE LOBBY AREA	
4/18/2022	B02209-1	\$4,010	Business Services Department	SAGE SOFTWARE INC.	SAGE FIXED ASSETS ANNUAL SOFTWARE MAINTENANCE & SUPPORT	
4/18/2022	P0014730	\$3,082	Community Risk Reduction Department	TREE OF LIFE NURSERY	TREE REPLACEMENTS FOR OAK CANYON PARK FUNDED BY NCC PLEDGE	
4/18/2022	B02318	\$5,194	Logistics Department	AVENZA SYSTEMS INC.	BC IPAD SOFTWARE FOR AIRWATCH MDM	
4/18/2022	P0014729	\$4,289	Logistics Department	VALLEY POWER SYSTEMS, INC.	RED DOT AC COMPRESSORS FOR STOCK	
4/18/2022	P0014731	\$3,403	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TRIM TREES THROUGHOUT PROPERTY, SHOT HOLE BORER TREATMENT FOR FS47	
4/18/2022	B02319	\$1,500	Logistics Department	PEPPER TREE INC dba WILDWATER EXPRESS CARWASH	WASH VEHICLES LOCATED AT STATION 61 FOR CRR	
4/19/2022	P0014734	\$6,143	Logistics Department	OSHKOSH AIRPORT PRODUCTS	PARTS FOR TRUCK AT JWA STATION 33, UNIT 5160	
4/19/2022	P0014733	\$2,975	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TRIM TREES AND HEDGE AROUND FS28	
4/20/2022	P0014735	\$2,203	Logistics Department	SOURCE GRAPHICS, INC.	SUPPLIES FOR HP Z6200/6800	
4/20/2022	B01938-5	\$2,000	Logistics Department	RING CENTRAL INC	TEMPORARY HOSTED PHONE SERVICES - 2 LINES TRAINING TRAILERS	
4/21/2022	P0014736	\$1,554	Executive Management	TUSTIN AWARDS INC.	LENGTH OF SERVICE COINS	
4/22/2022	B01992-3	\$11,400	Community Risk Reduction Department	DOI/BLM	FIRE WEATHER STATION (RAWS) COLLECTION AGREEMENT	
4/22/2022	P0014739	\$5,952	Logistics Department	ROSENBAUER AERIALS, LLC	2018 KME TDA AERIALCAT AERIAL SWIVEL FOR LADDER TRUCK	
4/22/2022	P0014738	\$2,270	Logistics Department	ALL WAYS TILE INC	FLOORING REPAIR @ FS54	
4/22/2022	P0014737	\$2,041	Special Operations Division	AIR COMM SYSTEMS INC	REPAIR OF EQUIPMENT	
4/25/2022	P0014740	\$9,756	Logistics Department	PROFESSIONAL DIVERSIFIED FLOORING	SHOWER RETILING AT FS25	
4/25/2022	B01856-4	\$8,592	Logistics Department	PAGERDUTY, INC.	LIVE CALL ROUTING USER FEE FOR TECH SUPPORT	
4/25/2022	P11526	\$4,355	Logistics Department	VO ENGINEERING	LIMITED GEOTECHNICAL STUDY SERVICES	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
4/25/2022	P0014714	\$4,130	Special Operations Division	CDW GOVERNMENT	IPADS FOR FEMA USAR DEPLOYMENTS FEMA CACHE #: CI-0107.00	
4/26/2022	P0014746	\$3,211	Business Services Department	PJ PRINTERS	RESTOCK FORMS	
4/26/2022	P0014744	\$5,407	Community Risk Reduction Department	WEST COAST ARBORISTS, INC.	CHEMICAL TREATMENTS FOR TREES INFESTED WITH GSOB IN MODJESKA CANYON	
4/26/2022	P0014742	\$35,215	EMS & Training Department	OX TRAILER LLC	10' CARSON RACER TRAILER (CONE TRAILER)	
4/26/2022	B01914-3	\$33,999	Human Resources Department	VELOCITY EHS	SAFETY MANAGEMENT SYSTEM - ANNUAL FEES	SK2285
4/26/2022	P0014745	\$228,480	Special Operations Division	QUINN COMPANY	2022 CATERPILLAR 299D3XE COMPACT TRACK LOADER AND 2022 ZIEMAN TRAILER FOR OCFA CREWS AND EQUIPMENT	COOPERATIVE AGREEMENT
4/27/2022	P0014748	\$2,522	Community Risk Reduction Department	TREE OF LIFE NURSERY	CACTI RESTORATION AT CRYSTAL COVE STATE PARK	
4/27/2022	P0014747	\$1,598	Human Resources Department	SAFETYSERVE.COM	DEFENSIVE DRIVING COURSE FOR ALL NON-SAFETY OCFA DRIVERS	
4/27/2022	P0014749	\$4,852	Logistics Department	CDW GOVERNMENT	GIS & IT UPS BACKUPS	
4/28/2022	P0014753	\$7,500	Logistics Department	CONCEPT PAVING SOLUTIONS	REMOVAL AND REPLACEMENT OF DAMAGED SIDEWALK	
4/28/2022	P0014751	\$4,615	Logistics Department	DLX ENTERPRISES LLC DBA DEPLOYED LOGIX	DLX ASAP TENT FOR IMT	
4/28/2022	B01875-4	\$6,458	Special Operations Division	MYDBSOLUTIONS, LLC	CATF5 PERSONNEL & CACHE DATABASE - ANNUAL FEES	
5/1/2022	B01862-4	\$3,000	EMS & Training Department	GUEST SERVICES	OCFA STUDENT MEALS AT NATIONAL EMERGENCY TRAINING CENTER (NETC)	
5/1/2022	B01814-3	\$43,000	Logistics Department	MUNICIPAL EMERGENCY SERVICES	GENESIS EXTRICATION TOOLS REPAIR & MAINTENANCE	JA2172
5/1/2022	B01722-5	\$25,000	Logistics Department	SPECTRUM GAS PRODUCTS	INDUSTRIAL GAS CYLINDER TESTING, FILLING & RENTAL	JC2547
5/1/2022	B01735-6	\$10,000	Logistics Department	MASTERCORP COMMERCIAL SERVICES LLC	CARPET CLEANING SERVICES	
5/1/2022	B01764-4	\$6,300	Special Operations Division	GLOBALCOM SATELLITE COMMUNICATIONS	CA-TF5 SATELLITE PHONE AIRTIME SERVICE	
5/2/2022	B02324	\$36,924	Logistics Department	VMWARE INC.	VMWARE SOFTWARE AND SUPPORT	
5/2/2022	P0014756	\$3,542	Logistics Department	MALLORY SAFETY AND SUPPLY LLC	NUPLA ITEMS FOR STOCK	
5/3/2022	B01866-4	\$12,707	Logistics Department	AKINS IT, INC.	KNOWBE SECURITY AWARENESS SOFTWARE SUBSCRIPTION	RO2292
5/3/2022	P0014757	\$4,990	Logistics Department	CONCEPT PAVING SOLUTIONS	FS49 CONSTRUCTION SITE CLEAN UP	
5/4/2022	P0014760	\$6,050	Corporate Communications	B & H PHOTO	REPLACEMENT VIDEO CAMERA EQUIPMENT	
5/4/2022	P0014761	\$8,178	EMS & Training Department	LIFE ASSIST, INC.	AMBU BLUE SENSOR EXECTRODES FOR OCFA EMS	



Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
5/4/2022	P0014758	\$1,169	Logistics Department	SERVICE KING PAINT AND BODY	PAINT AND REPAIR SERVICE FOR UNIT 2321 2015 CHEVY TAHOE	
5/4/2022	P0014759	\$879	Logistics Department	FIRST IN PRODUCTS, INC.	WEBBING RETENTION STRAP FOR STOKES BASKET IN TRUCK COMPARTMENT	
5/5/2022	P0014764	\$630	Logistics Department	ACCENT FLAGS AND FLAGPOLES	FLAGPOLE REPAIR AT FIRE STATION 30	
5/5/2022	P0014762	\$3,524	Logistics Department	GRAYBAR INC	MCU AMP MODULES FOR EMERGENCY ALERTING SUPPLIES	
5/5/2022	P0014765	\$9,795	Logistics Department	CONCEPT PAVING SOLUTIONS	ASPHALT WORK @FS09	
5/6/2022	P0014768	\$3,122	Logistics Department	CDW GOVERNMENT	MDC IPAD TEST UNITS	
5/6/2022	P0014767	\$2,980	Logistics Department	AUTOMOTIVE RESOURCES, INC.	ANNUAL HOIST INSPECTIONS FOR 16 SINGLE POST LIFTS	
5/9/2022	B01742-5	\$10,000	Logistics Department	POWERWERX INC.	COMMUNICATION EQUIPMENT PARTS AND ACCESSORIES	RO2191
5/9/2022	B01748-5	\$4,932	Logistics Department	PACKET FUSION, INC.	SHORTEL IP PHONE MAINTENANCE AND SUPPORT	
5/9/2022	P0014769	\$3,637	Logistics Department	SC COMMERCIAL, LLC DBA SC FUELS	DIESEL EXHAUST FLUID	
5/10/2022	B02214-1	\$5,000	Logistics Department	ROKFORM	PHONE ACCESSORIES	
5/10/2022	P0014770	\$2,884	EMS & Training Department	GANAHL LUMBER COMPANY	LUMBER FOR DRILL GROUNDS	
5/11/2022	B02215-1	\$8,388	Corporate Communications	ARCHIVESOCIAL	ARCHIVING SUBSCRIPTION FOR SOCIAL MEDIA ACCOUNTS	
5/11/2022	B01768-5	\$38,400	Logistics Department	COUNTY OF ORANGE/TREASURER-TAX COLLECTOR	900 MHZ PAGING SYSTEM ACCESS	
5/11/2022	B01880-4	\$13,254	Logistics Department	COUNTY OF ORANGE/TREASURER-TAX COLLECTOR	OC SHERIFF'S DEPARTMENT CLETS SERVICES OCATS CONNECTIVITY & SERVICE	
5/12/2022	P0014773	\$10,474	Special Operations Division	ATLANTIC DIVING SUPPLY, INC.	HAZMAT ITEMS FOR USAR FEMA CACHE FEMA CACHE LIST HF-0101.00 AND HF-0114.00	
5/16/2022	P0014750	\$39,933	Community Risk Reduction Department	S&H TREE LANDSCAPING AND ARBORIST SERVICE LLC	GRANT PROJECT: TREE REMOVAL, PRUNING, AND TREATMENTS FOR TREES INFESTED WITH ISHB	
5/16/2022	P0014774	\$2,673	EMS & Training Department	PARR LUMBER CO	LUMBER FOR DRILL GROUNDS	
5/16/2022	P0014775	\$3,244	Logistics Department	PACIFIC PLUMBING COMPANY	WATER HEATER UPGRADE FS49	RO2501
5/18/2022	B02329	\$50,000	Logistics Department	UL LLC	AERIAL LADDER TESTING AND INSPECTION SERVICES	COOPERATIVE AGREEMENT
5/18/2022	P0014778	\$9,939	Logistics Department	HARBOR POINTE A/C & CONTROLS	DUCTING AND INSULATION INSTALL AT FS23	RO2356
5/18/2022	P0014776	\$9,890	Logistics Department	PAINTING & DECOR INC.	OCFA FIRE STATION 49 APP BAY RE-PAINT	
5/18/2022	P0014777	\$5,835	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL UPGRADES - RFOTC AUTOMOTIVE	RO2202

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
5/19/2022	B01868-4	\$100,000	Logistics Department	BROOKHURST DEVELOPMENT CORPORATION	REAL ESTATE ADVISORY SERVICES	RO2253
5/19/2022	B02075-2	\$25,170	Logistics Department	WESTRUX INTERNATIONAL	TRUCK RENTAL FOR HAZMAT SECTION	
5/19/2022	B02327	\$20,000	Logistics Department	SC COMMERCIAL, LLC DBA SC FUELS	DIESEL EXHAUST FLUID	JA2491
5/19/2022	B02326	\$20,000	Logistics Department	MERRIMAC ENERGY GROUP	DIESEL EXHAUST FLUID	JA2491
5/19/2022	P0014779	\$2,040	Logistics Department	LANDCARE HOLDINGS, INC.	IRRIGATION DIAGNOSIS AND INSPECTION - FS42	
5/20/2022	P0014781	\$9,675	Community Risk Reduction Department	AGRISERVE PEST CONTROL, INC.	GRANT PROJECT: PEST CONTROL SPRAY APPLICATION IN TRABUCO CANYON FOR GOLD SPOTTED OAK BORER (GSOB)	
5/20/2022	B02101-2	\$28,928	Logistics Department	MOBILE WIRELESS LLC.	NETMOTION NETWORK PERFORMANCE MONITORING SOFTWARE	
5/20/2022	B02082-2	\$5,032	Logistics Department	TEAM VIEWER GERMANY GMBH	COVID-19 - REMOTE SUPPORT SOFTWARE	
5/20/2022	P0014780	\$4,896	Logistics Department	OFFICE FURNITURE GROUP LLC	SIT-STAND DESK EQUIPMENT	
5/21/2022	B01917-3	\$1,000	Logistics Department	NALCO WATER PRETREATMENT SOLUTIONS	WATER TREATMENT SERVICES	
5/23/2022	B02330	\$200,000	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	LANDSCAPE MAINTENANCE SERVICES	RO2552
5/23/2022	P0014783	\$98,460	Logistics Department	ITZEN ARCHITECTS	ARCHITECTURAL DESIGN SERVICES FIRE STATION 4	RO2362
5/23/2022	P0014784	\$53,050	Logistics Department	PRESIDIO HOLDINGS INC.	ACCESS CONTROL SYSTEM DESIGN & ENGINEERING	RO2550
5/23/2022	P0014785	\$6,250	Logistics Department	SADDLEBACK APPLIANCES	WASHER/DRYER FOR PM STOCK	
5/24/2022	P0014787	\$2,430	Human Resources Department	DONNOE & ASSOCIATES, INC.	WRITTEN EXAM RENTAL FOR HAND CREW FIREFIGHTER	
5/24/2022	P0014786	\$9,750	Logistics Department	CALIFORNIA COMPLIANCE ENVIRONMENTAL	CDS PUMP SEPARATOR CLEAN OUT RFOTC	
5/25/2022	P0014788	\$148,200	Community Risk Reduction Department	SGD ENTERPRISES (DBA: FOUR SEASONS LANDSCAPING)	GRANT PROJECT: TREE REMOVALS AND TREATMENTS - OAK CANYON NATURE CENTER	LK2545
5/25/2022	B01678-6	\$3,500	Corporate Communications	ASSOCIATED PRODUCTION MUSIC	MUSIC USE SUBSCRIPTION CONTRACT	
5/25/2022	P0014790	\$5,172	EMS & Training Department	BTTN TECHNOLOGIES, INC	BD POSIFLUSH PRE-FILLED SALINE SYRINGE FOR EMS	
5/25/2022	B01946-3	\$9,000	Logistics Department	BRIGHTWAY ONE	JANITORIAL SERVICES FOR THE US & R WAREHOUSE	
5/25/2022	P0014791	\$3,265	Logistics Department	LN CURTIS & SONS	NY ROOF HOOKS FOR TRUCK COMPANIES	
5/25/2022	P0014792	\$2,838	Logistics Department	DELL MARKETING, L.P.	LAPTOP FOR HAZMAT PROGRAM	
5/25/2022	P0014789	\$2,762	Special Operations Division	ALLSTAR FIRE EQUIPMENT	AIR FILLING STATION FOR OCFA AIR OPS	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
5/25/2022	P0014793	\$1,880	Special Operations Division	NRS	RESCUE BOARD FOR TECH TRUCKS	
5/26/2022	P0014794	\$39,000	Logistics Department	MUNICIPAL EMERGENCY SERVICES	SCBA FIT TESTING SERVICES	
5/26/2022	B01519-8	\$10,000	Logistics Department	VOX NETWORK SOLUTIONS INC.	AVAYA/NORTEL PHONE PARTS, REPAIR AND MAINTENANCE	
5/26/2022	P0014795	\$2,203	Logistics Department	WESTNET	WESTNET EQUIPMENT	
5/26/2022	B01989-3	\$0	Logistics Department	RSSE STRUCTURAL ENGINEERS INC.	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2362
5/31/2022	P0014796	\$2,068	Human Resources Department	AMERICAN ENGRAVING COMPANY	JOB FAIR SUPPLIES	
5/31/2022	P0014797	\$1,485	Human Resources Department	CPS HR CONSULTING	WRITTEN EXAM RENTAL FOR FIRE PREVENTION TRAINEE	
6/1/2022	B02093-2	\$100,000	Logistics Department	KME FIRE APPARATUS	HEAVY EQUIPMENT PARTS	RO2432
6/1/2022	B02100-2	\$80,000	Logistics Department	DELL MARKETING, L.P.	DELL 24X7 COMPELLENT ANNUAL PROSUPPORT WITH 4-HOUR PRIORITY ON-SITE SERVICE	COOPERATIVE AGREEMENT
6/1/2022	B02331	\$27,300	Logistics Department	NETSYNC NETWORK SOLUTIONS INC	ANNUAL VEEAM SOFTWARE RENEWAL	
6/1/2022	P0014798	\$4,480	Logistics Department	R.S. HUGHES COMPANY INC	GATORADE FOR EMERGENCY INCIDENT REHAB	
6/1/2022	B02216-1	\$2,776	Logistics Department	OCCAM VIDEO SOLUTIONS	INVESTIGATIONS LICENSE MAINTENANCE CONTRACT	
6/1/2022	B02102-2	\$10,000	Special Operations Division	LINEGEAR FIRE & RESCUE	WIDE AREA SEARCH BOOTS FOR USAR FEMA CACHE FEMA CACHE LIST LG-0134.00	
6/1/2022	P0014799	\$15,764	Logistics Department	WESTNET	WESTNET ALERTING EQUIPMENT INSTALL - FS32	DC1849
6/2/2022	P0014800	\$7,200	EMS & Training Department	BTTN TECHNOLOGIES, INC	SALINE FLUSH	
6/3/2022	B01831-4	\$50,000	EMS & Training Department	GLAXO SMITH KLINE	HEPATITIS, TDAP & INFLUENZA VACCINES	COOPERATIVE AGREEMENT
6/3/2022	P0014801	\$26,602	Logistics Department	KONECTA GPS, LLC	GPS REPEATER KIT INVENTORY	
6/3/2022	P0014802	\$7,289	Logistics Department	CDW GOVERNMENT	FIRE PREVENTION APPLICATION TESTING	
6/6/2022	B01840-4	\$15,000	Logistics Department	NORM'S REFRIGERATION & ICE EQUIPMENT	ICE MAKER & REFRIGERATION REPAIR AND MAINTENANCE	
6/6/2022	B01762-5	\$10,000	Logistics Department	GEAR ONE ENTERPRISE CORPORATION	END OF LIFE SUPPORT FOR SERVER & NETWORK HARDWARE	
6/6/2022	B02009-3	\$4,961	Logistics Department	KAMBRIAN CORPORATION	ACTIVE ADMINISTRATION MAINTENANCE RENEWAL	
6/6/2022	P0014804	\$7,176	Special Operations Division	MOBILE ID SOLUTIONS, INC	ZEBRA ZXP 9 CARD PRINTER FOR USAR	
6/6/2022	P0014803	\$49,610	EMS & Training Department	OPTI-FIT INTERNATIONAL INC	PUSH-SLED EQUIPMENT FOR FIRE STATION	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
6/7/2022	P0014806	\$21,093	EMS & Training Department	JOHNSON HEALTH TECH, NA, INC.	FITNESS EQUIPMENT AT OCFA FIRE STATIONS	
6/7/2022	P0014807	\$34,473	Logistics Department	WESTERN SHELTER SYSTEMS	WESTERN SHELTER COMPONENTS FOR IMT TENT	
6/7/2022	P0014805	\$3,653	Special Operations Division	AQUILA, INC.	RADWATCH DOSIMETER FOR USAR	
6/7/2022	P0014808	\$1,492,160	Logistics Department	KME FIRE APPARATUS	PURCHASE OF ONE (1) REAR MOUNT TRUCK	JA2507
6/8/2022	B02332	\$20,000	EMS & Training Department	ALLIANT EVENT SERVICES, INC	LED TRAILER RENTAL FOR RFOTC EVENTS	
6/8/2022	P0014812	\$1,537	Logistics Department	MAKAI SOLUTIONS	ANNUAL INSPECTIONS ON LIFTS IN AUTOMOTIVE AREA	
6/8/2022	P0014809	\$33,000	EMS & Training Department	EAST COAST RESCUE SOLUTIONS	ENTRY DOOR SIMULATOR FOR TRAINING	
6/8/2022	P0014814	\$1,760	Logistics Department	PACIFIC PLUMBING COMPANY	RECIRCULATION PUMP UPGRADE FS54	RO2501
6/8/2022	P0014816	\$4,543	Business Services Department	AMERICAN ENGRAVING COMPANY	PRINTING OF BUDGET BOOK & BUDGET DETAIL/POLICY	
6/9/2022	P0014818	\$19,208	Community Risk Reduction Department	ICC OEC	REPLACEMENT CODE BOOKS - CRR PLAN REVIEW	
6/9/2022	P0014821	\$8,582	EMS & Training Department	CONCEPT2 CTS, INC.	UPGRADE OF ROWER MONITORS	
6/9/2022	P0014820	\$2,587	Logistics Department	NORM'S REFRIGERATION & ICE EQUIPMENT	ICE MACHINE FOR FS59	
6/9/2022	P0014817	\$2,946	Logistics Department	DELL MARKETING, L.P.	TCT/ECC TRAILER UPDATE	
6/9/2022	P0014822	\$5,561	Logistics Department	PRESIDIO HOLDINGS INC.	FS22 PHONE SYSTEM PROGRAMMING	
6/13/2022	B02333	\$15,000	Corporate Communications	CONTACT MONKEY, INC.	INTERNAL COMMUNICATIONS SYSTEM	
6/13/2022	B02095-2	\$100,000	Logistics Department	SOUTHERN CALIFORNIA FLEET SERVICES INC.	HEAVY EQUIPMENT MAINTENANCE & REPAIRS	RO2432
6/13/2022	B02094-2	\$100,000	Logistics Department	RINCON TRUCK CENTER	HEAVY EQUIPMENT MAINTENANCE, REPAIRS, AND PARTS	RO2432
6/13/2022	B02335	\$10,000	Logistics Department	ACCENT FLAGS AND FLAGPOLES	FLAGPOLE REPAIRS AT ALL OCFA FACILITIES	
6/13/2022	B01962-3	\$10,000	Logistics Department	ELITE AUTOMOTIVE SERVICES	FORD VEHICLES: MAINTENANCE AND REPAIR SERVCIES AS-NEEDED	JA2349
6/13/2022	B02334	\$10,000	Logistics Department	PORTER BOILER SERVICE INC	WATER HEATER MAINENANCE SERVICE	
6/13/2022	P0014824	\$4,091	Logistics Department	CASCADE FIRE EQUIPMENT	SHROUDS NEEDED FOR UPCOMING FIRE SEASON/ACADEMIES	
6/13/2022	P0014823	\$3,379	Logistics Department	MACKENZIE ENTERPRISES DBA THE SUPPLY CACHE INC	CANTEENS NEEDED FOR UPCOMING FIRE SEASON/ ACADEMIES	
6/13/2022	P0014825	\$1,202	Logistics Department	SERVICE KING PAINT AND BODY	PAINT AND REPAIR SERVICE FOR UNIT 2331 2015 CHEVY TAHOE	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
6/14/2022	P0014827	\$8,017	Corporate Communications	AMERICAN ENGRAVING COMPANY	COMMUNITY EDUCATION SUPPLIES	
6/14/2022	P0014832	\$1,793	Logistics Department	WILLIAMS & MAHER INC	GPS REPEATER INSTALL FOR FS76	
6/14/2022	P0014828	\$1,712	Logistics Department	WILLIAMS & MAHER INC	GPS REPEATER INSTALL FOR FS77	
6/14/2022	P0014831	\$1,674	Logistics Department	WILLIAMS & MAHER INC	GPS REPEATER INSTALL FOR FS70	
6/14/2022	P0014829	\$712	Logistics Department	WILLIAMS & MAHER INC	TROUBLESHOOT PROBLEM WITH DORM HALLWAY LIGHT CONTROL AT FS08	
6/15/2022	P0014836	\$4,694	EMS & Training Department	ETE FITNESS EQUIPMENT	BUMPER PLATES TO BE UTILIZED ON TORQUE M1 PUSH SLED	
6/15/2022	P0014835	\$2,444	Executive Management	A & H PARTY RENTALS	RENTAL EVENT EQUIPMENT	
6/15/2022	P0014834	\$8,770	Special Operations Division	MOTOROLA SOLUTIONS INC.	FEMA APX 8500 RADIO CACHE LIST # CA-122.00	
6/16/2022	B01949-3	\$25,000	Business Services Department	ECS IMAGING, INC.	AP WORKFLOW/ INTEGRATED DOCUMENT IMAGING	RO2295
6/16/2022	P0014837	\$5,867	EMS & Training Department	COULTER VENTURES LLC	ADJUSTABLE WEIGHT LIFTING BENCHES	
6/16/2022	B01990-3	\$250,000	Logistics Department	HARBOR POINTE A/C & CONTROLS	HVAC MAINTENANCE AND REPAIR SERVICES	RO2356
6/16/2022	P0014842	\$7,858	Logistics Department	DLX ENTERPRISES LLC DBA DEPLOYED LOGIX	IMT TENT MODIFICATION	
6/16/2022	P0014843	\$22,149	Special Operations Division	KOKATAT INC.	TRT EQUIPMENT FOR PART AND FULL TIME MEMBERS	
6/16/2022	P0014840	\$10,021	Special Operations Division	LINEGEAR FIRE & RESCUE	UNIFORM SHIRT FOR HAZMAT TEAM	
6/16/2022	P0014841	\$5,317	Special Operations Division	EXTREME CANOPY	X7 TECTONIC HEAVY DUTY CANOPY CACHE LIST # HG-0101.00	
6/16/2022	P0014839	\$2,452	Special Operations Division	FIRE ETC	PACKS FOR PART AND FULL TIME TRT MEMBERS	
6/17/2022	P0014844	\$9,137	Corporate Communications	FIRE SMART PROMOTIONS	CHILDRENS PLASTIC FIRE HELMETS	
6/17/2022	P0014851	\$1,950	Corporate Communications	ARENA MEDIA PRODUCTIONS	AUDIO/VISUAL SERVICES FOR ACADEMY GRADUATION FOR 7/1/2022	
6/17/2022	P0014853	\$1,228	Corporate Communications	ALERT ALL CORP.	COLORING BOOKS - REPLENISH STOCK	
6/17/2022	P0014847	\$12,000	EMS & Training Department	ON A MISSION LLC	2-DAY PRESENTATION OF CHARLESTON 9 INCIDENT	
6/17/2022	P0014846	\$23,263	Logistics Department	ACTION DOOR REPAIR CORPORATION	APPARATUS BAY DOOR REPLACEMENT FOR OCFA FIRE STATION 83	RO2220
6/17/2022	P0014852	\$6,250	Logistics Department	SADDLEBACK APPLIANCES	WASHER/DRYER FOR FS56	
6/17/2022	P0014845	\$1,970	Logistics Department	NORM'S REFRIGERATION & ICE EQUIPMENT	ICE MACHINE FOR FS78	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
6/17/2022	P0014849	\$9,264	Special Operations Division	CALWEN INC	TRT EQUIPMENT FOR PART AND FULL-TIME MEMBERS	
6/17/2022	P0014850	\$7,408	Special Operations Division	ATLANTIC DIVING SUPPLY, INC.	SUPPLIES TO EQUIP PART AND FULL-TIME TRT	
6/20/2022	P0014855	\$1,260	Logistics Department	GEARGRID LLC	GEAR GRID SHELVES FOR FS56	
6/20/2022	P0014854	\$6,535	Special Operations Division	WATERFOWLER GEAR INC.	TRIJICON RM06 RED DOT SIGHT FOR INVESTIGATIONS	
6/21/2022	P0014860	\$2,380	Executive Management	GOLD COAST TOURS	MCTI SUMMIT BUS TRANSFER SERVICES	
6/21/2022	P0014861	\$767	Executive Management	APEX TENT & PARTY CORP	RENTAL EVENT EQUIPMENT FOR MCTI SUMMIT	
6/21/2022	P0014857	\$4,047	Logistics Department	ARI PHOENIX INC	ANNUAL HOIST INSPECTIONS FOR 16 SINGLE POST LIFTS	
6/21/2022	P0014859	\$9,264	Special Operations Division	THE RESCUE SOURCE	TRT EQUIPMENT FOR PART AND FULL-TIME MEMBERS	
6/22/2022	P0014865	\$4,089	EMS & Training Department	LIFE ASSIST, INC.	AMBU BLUE SENSOR ELECTRODE	
6/22/2022	P0014862	\$4,016	Executive Management	POWER TRIP RENTALS, LLC	RENTAL OF PORTABLE AIR CONDITIONING UNIT	
6/22/2022	B02088-2	\$120,000	Logistics Department	QUINN COMPANY	MAINTENANCE AND REPAIR OF CATERPILLAR EQUIPMENT	COOPERATIVE AGREEMENT
6/22/2022	P0014863	\$3,111	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TREE TRIMMING AT OCFA FS57	
6/22/2022	P0014866	\$4,953	Operations Department	ALLSTAR FIRE EQUIPMENT	HELMETS FOR CADET PROGRAM	
6/22/2022	P0014864	\$1,970	Logistics Department	NORM'S REFRIGERATION & ICE EQUIPMENT	ICE MACHINE FOR FS38	
6/23/2022	P0014872	\$159,000	Community Risk Reduction Department	SGD ENTERPRISES (DBA: FOUR SEASONS LANDSCAPING)	GRANT PROJECT: TREE REMOVALS AND TREATMENTS - ANAHEIM HILLS GOLF COURSE	LK2555
6/23/2022	P0014873	\$11,561	Corporate Communications	ROBOTRONICS, INC.	FREDDIE THE FIRE TRUCK FOR COMMUNITY EDUCATION	
6/23/2022	P0014868	\$16,422	Logistics Department	COMMUTER VAN CONVERSION AND MORE INC	SPRINTER VAN SEATS FOR UNIT 4016	
6/23/2022	P0014871	\$15,000	Logistics Department	UNITED SITE SERVICES	SEPTIC TANK PUMPING FOR RESTROOM AND SHOWER TRAILERS	
6/23/2022	P0014869	\$22,425	Special Operations Division	ADVEXURE LLC	DRONE EQUIPMENT PURCHASE	
6/23/2022	P0014870	\$11,248	Logistics Department	OX TRAILER LLC	UTILITY TRAILERS FOR CARTS	
6/27/2022	B01661-6	\$2,764	Logistics Department	ORACLE AMERICA, INC.	ORACLE IFP SOFTWARE UPDATES AND LICENSING	
6/28/2022	B02212-2	\$13,313	Business Services Department	QUALTRICS LLC	AUTOMATED EXTERNAL FEEDBACK SURVEY	
6/28/2022	P0014874	\$3,248	EMS & Training Department	EXCEL TIRE GAUGE	EQUIPMENT FOR OCFA FAE ACADEMY	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
6/28/2022	Q0014189	\$1,941,261	Logistics Department	ROSENBAUER MINNESOTA, LLC	PURCHASE OF TWO (2) HAZARDOUS MATERIALS VEHICLES	JA2463
6/28/2022	Q0013935	\$947,488	Logistics Department	ROSENBAUER MINNESOTA, LLC	PURCHASE OF ONE (1) HEAVY RESCUE VEHICLE	JA2440
6/28/2022	Q013113	\$456,651	Logistics Department	EMERGENCY VEHICLE GROUP, INC	PURCHASE OF ONE (1) HAZARDOUS MATERIALS SUPPORT VEHICLE	JA2384
6/28/2022	Q013100	\$232,217	Logistics Department	GRIFFIN STRUCTURES INC	PROJECT AND CONSTRUCTION MANAGEMENT SERVICES	RO2362
6/28/2022	Q013170	\$67,400	Logistics Department	BOA ARCHITECTURE -Black O'Dowd and Associates	PLANNING, DESIGN, CONSTRUCTION PROJECT SUPPORT SERVICES	RO2362
6/28/2022	Q013523	\$47,637	Logistics Department	GILLIS + PANICHAPAN ARCHITECTS, INCORPORATED	PRE-CONSTRUCTION ARCHITECTURAL AND ENGINEERING SUPPORT SERVICES	
6/28/2022	Q0013697	\$20,493	Logistics Department	KME FIRE APPARATUS	TELMA DRIVELINE RETARDER FOR TYPE 1 ENGINES	
6/28/2022	Q0013902	\$18,381	Logistics Department	TRIAD CONSULTING & SYSTEM DESIGN GROUP	ACCESS CONTROL SYSTEM DESIGN & ENGINEERING	
6/28/2022	Q10989A	\$17,900	Logistics Department	FATPOT TECHNOLOGIES(TELLUS SAFETY SOLUTIONS LLC)	REGIONAL CAD2CAD UPGRADE	
6/28/2022	Q012594	\$9,209	Logistics Department	ROSENBAUER SOUTH DAKOTA, LLC	2020 ROSENBAUER FOAM TENDER	
6/28/2022	Q0014229	\$9,000	Logistics Department	BRANDOW & JOHNSTON	CIVIL ENGINEERING SERVICES	
6/28/2022	Q13170	\$6,000	Logistics Department	BOA ARCHITECTURE -Black O'Dowd and Associates	PLANNING, DESIGN, CONSTRUCTION PROJECT SUPPORT SERVICES	
6/28/2022	Q11985	\$5,972	Logistics Department	VO ENGINEERING	GEOTECHNICAL STUDY SERVICES	
6/28/2022	Q0014150	\$2,665	Logistics Department	STEINER STUDIO	INTERIOR ARCHITECTURAL SERVICES	
6/28/2022	Q0014030	\$2,013	Logistics Department	STEINER STUDIO	INTERIOR ARCHITECTURAL SERVICES	
6/28/2022	Q0014028	\$1,794	Logistics Department	STEINER STUDIO	INTERIOR ARCHITECTURAL SERVICES	
6/28/2022	Q011526	\$575	Logistics Department	VO ENGINEERING	LIMITED GEOTECHNICAL STUDY SERVICES	
6/28/2022	Q0013957	\$5,520	Operations Department	SPECOPS GROUP INC	X3FINDER HEARTBEAT & RESPIRATION DETECTION SYSTEM	
6/28/2022	Q0013928	\$62,863	Logistics Department	DUDEK & ASSOCIATES	INITIAL STUDY FOR CEQA COMPLIANCE	SK2460
6/28/2022	Q012964	\$959	Logistics Department	GEOCON WEST, INC.	GEOTECHNICAL INVESTIGATION SERVICES	
6/28/2022	Q0014211	\$262,107	Special Operations Division	LOS ANGELES FREIGHTLINER	PURCHASE OF ONE (1) 2022 FREIGHTLINER CASCADIA	JA2487
6/28/2022	Q012898	\$20,000	Special Operations Division	IRVINE MARRIOTT	HOTEL GROUP AND EVENT AGREEMENT FOR THE NATIONAL FEMA TASK FORCE CONFERENCE	
6/28/2022	Q0014039	\$2,549	Special Operations Division	LINEGEAR FIRE & RESCUE	BOOTS FOR AIOPS	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
6/29/2022	P0014881	\$157,099	EMS & Training Department	LOS ANGELES FREIGHTLINER	2024 FREIGHTLINER M2 CREW CAB BOX TRUCK	JA2540
6/29/2022	P0014878	\$794,111	Logistics Department	KME FIRE APPARATUS	PURCHASE OF ONE (1) TYPE I ENGINE	JA2373
6/29/2022	P0014877	\$35,580	Logistics Department	RAYMOND HANDLING SOLUTIONS, INC.	ORDER PICKERS FOR SERVICE CENTER	JA2543
6/29/2022	B01873-4	\$18,733	Logistics Department	CDW GOVERNMENT	MIMECAST E-MAIL SECURITY SOFTWARE AND SUPPORT	
6/29/2022	P0014882	\$26,365	Logistics Department	PIRZADEH & ASSOCIATES, INC.	CUP MODIFICATION CONSULTING - NORTH 40	
6/29/2022	P0014883	\$2,377	Special Operations Division	LINEGEAR FIRE & RESCUE	SUPPLIES TO EQUIP PART TIME TRT	
6/30/2022	P0014885	\$11,572	Logistics Department	KFT FIRE TRAINER, LLC	FIRE TRAINING EQUIPMENT MAINTENANCE FOR RFOTC TRAINING TOWER	
6/30/2022	P0014884	\$1,169	Logistics Department	SERVICE KING PAINT AND BODY	PAINT AND REPAIR SERVICE FOR UNIT 2327 2015 CHEVY TAHOE	
6/30/2022	P0014848	\$3,662	Special Operations Division	HOME DEPOT	PORTABLE POWER STATION - FS54	





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

Board of Directors Meeting  
September 22, 2022

Agenda Item No. 2E  
Consent Calendar

### **Acceptance of 2022 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Cooperative Agreement Funding**

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#### **Contact(s) for Further Information**

Tim Perkins, Division Chief  
Operations Department

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

714.573.6761

Kevin Fetterman, Battalion Chief  
US&R Program Manager

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

949.239.5978

#### **Summary**

This annual item is submitted for approval and acceptance of the 2022 Preparedness Cooperative Agreement funding from the Department of Homeland Security/Federal Emergency Management Agency's (DHS/FEMA) National Urban Search and Rescue (US&R) Program.

#### **Prior Board/Committee Action**

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Directors Lumbard and Hasselbrink absent).

#### **RECOMMENDED ACTION(S)**

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2022/23 General Fund (121) budget increasing revenues and expenditures by \$1,247,650.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

The fiscal impact includes new federal revenue of \$1,247,650, with corresponding proposed expenditures in FY 2022/23. This federally funded program is cost neutral to the OCFA, and the proposed adjustments to the FY 2022/23 budget will have no impact to cash contract city charges.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

#### **Background**

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

responding to natural disasters, and responding to attacks from weapons of mass destruction/terrorist attacks.

Currently, CA-TF5 maintains a response capability that includes an apparatus and equipment supply inventory worth approximately \$9 million. There is also a personnel cadre of over 220 members, composed of a civilian element of structural engineers, disaster search canines, physicians, firefighters from the participating agencies of Anaheim, Orange, and the OCFA.

DHS/FEMA has authorized initial funding of \$1,209,650 to the US&R Task Force for the administration of an approved National Urban Search and Rescue Response System. In addition to the initial funding that has been awarded to the US&R Task Force, an additional \$38,000 allocation has been awarded to CA-TF5 for the Task Force members that participate in and support the national program in leadership positions. Total grant funding for CA-TF5 is as follows:

<b>Grant Funding Component</b>	<b>Component Amount</b>	<b>Total Grant Funding</b>
<b><i>Base funding provided to each US&amp;R Task Force:</i></b>		
• Administration	\$389,908	
• Training (including travel expenses)	\$120,487	
• Equipment/Cache (acquisition, modifications)	\$147,913	
• Storage and Maintenance	\$551,342	
<i>Subtotal</i>		\$1,209,650
<b><i>Additional funding components provided to CA-TF5 only:</i></b>		
• Administration – Western Region Sponsoring Agency Chief	\$4,000	
• Administration – National Incident Support Team Leader	\$6,000	
• Administration – National Incident Support Team Representative	\$18,000	
• Administration – National Logistics Functional Group Leader	\$6,000	
• Administration – National Operations Deputy Function Group Leader	\$2,000	
• Administration – National Incident Support Team Group Advisor-OPS	\$2,000	
• <i>Subtotal</i>		\$38,000
<b>Total Grant Funding Awarded to CA-TF5</b>		<b>\$1,247,650</b>

The Cooperative Agreement funding continues the development and maintenance of the National US&R Response System resources to be prepared to provide qualified, competent US&R personnel in support of all US&R activities/incidents under the Federal Response Plan. This Cooperative Agreement funding is available for use beginning October 1, 2022, through August September 30, 2025.

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

Proposed Resolution for Acceptance of FEMA US&R Cooperative Agreement

**RESOLUTION NO. 2022-XX**

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

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

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

WHEREAS, currently Orange County US&R California Task Force 5 maintains a response capability including apparatus and equipment supply inventory worth approximately \$9 million; and

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

WHEREAS, FEMA has authorized a funding award of \$1,247,650 which is available for use beginning September 1, 2022, through August 31, 2025, for preparedness issues related to the Urban Search and Rescue Program.

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

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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MICHELE STEGGELL,  
Chair, OCFA Board of Directors

ATTEST:

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MARIA D. HUIZAR, CMC  
Clerk of the Authority

APPROVED AS TO FORM:

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DAVID E. KENDIG,  
General Counsel



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

**Board of Directors Meeting  
September 22, 2022**

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

### **Addition of State-Funded Handcrew Positions**

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#### **Contact(s) for Further Information**

Lori Zeller, Deputy Chief Administration and Support Bureau	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Kenny Dossey, Deputy Chief Emergency Operations Bureau	<a href="mailto:kennydossey@ocfa.org">kennydossey@ocfa.org</a>	714.573.6006
Stephanie Holloman, Assistant Chief Human Resources Director	<a href="mailto:stephanieholloman@ocfa.org">stephanieholloman@ocfa.org</a>	714.573.6353

#### **Summary**

This agenda item is submitted for approval to add revenue and expenditures to the FY 2022/23 Adopted Budget, and to add the associated state-funded positions to the Master Position Control List, as follows: one (1) Hand Crew Superintendent, two (2) Fire Captains/Assistant Superintendents, three (3) Fire Apparatus Engineers/Squad Bosses, twenty (20) Hand Crew Firefighters and one (1) Human Resources Analyst II.

#### **Prior Board/Committee Action**

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 5-0 (Directors Lumbard, Hasselbrink, Sachs and Tettmer absent).

#### **RECOMMENDED ACTION(S)**

1. Increase General Fund (121) revenues and expenditures in the FY 2022/23 Adopted Budget by \$4,233,333 for the ongoing addition of state-funded handcrews.
2. Approve the addition of the following state-funded positions to the Master Position Control List: one (1) Hand Crew Superintendent, two (2) Fire Captains, three (3) Fire Apparatus Engineers, twenty (20) Hand Crew Firefighters and one (1) Human Resources Analyst II.

#### **Impact to Cities/County**

Increased staffing of OCFA's Handcrew Firefighting Program for vegetation management, hazardous fuel reduction projects, and wildland fire suppression will improve our ability to serve OCFA member cities/county through prevention of, and responses to, wildland fire emergencies.

#### **Fiscal Impact**

The fiscal impact includes new state revenue of \$4.2 million, with corresponding proposed expenditures in FY 2022/23. Since this expanded program is state funded, the services are cost neutral to the OCFA.

Increased Cost Funded by Structural Fire Fund:	\$0
Increased Cost Funded by Cash Contract Cities:	\$0

## Background

The OCFA currently staffs one full-time handcrew comprised of twenty (20) Hand Crew Firefighters (HCFFs). The current budget for the Handcrew Program includes funding for these 20 HCFFs plus supervisory positions including one (1) Hand Crew Superintendent, two (2) Assistant Superintendents, typically at the rank of Fire Captain, and two (2) Squad Bosses, typically at the rank of Fire Apparatus Engineer (one of these two Squad Boss positions is funded full-time year round, and one is only funded seasonally/partial-year as an overtime position).

In addition, the Authority maintains and budgets for a Limited-Term Seasonal Handcrew comprised of nine (9) HCFFs, otherwise known as the “Irvine Seasonal Handcrew”. This Seasonal Handcrew was added as a service enhancement to perform project work in the City of Irvine, and to augment OCFA’s core Handcrew Program during wildland fire responses. Since this particular use of “Limited-Term” or “Seasonal” positions would not otherwise be provided for within the OCFA’s labor agreement with the Orange County Professional Firefighters Association/Local 3631 (OCPFA), a Side Letter Agreement was negotiated to temporarily allow for this enhanced service. Lacking a negotiated renewal, the Side Letter Agreement with the OCPFA permitting the use of the Limited-Term HCFFs to staff the Irvine Seasonal Handcrew will expire on December 31, 2022.

### **New State Funding for Expanded Handcrew Firefighting Program**

With the adoption of the 2022-2023 State Budget, the Authority is receiving funding for a second permanent (full-time, year-round) handcrew, which will be available to respond to wildfires throughout the year, implement high-priority fuel reduction projects to protect communities from wildfire, and participate in prescribed fire projects to achieve more resilient landscapes. Since OCFA will now have two full-time, year-round handcrews as part of the ongoing program, we will be able to continue providing enhanced services in Irvine without reliance on a Seasonal Handcrew for provision of that service. Moving forward, the provision of a Seasonal Handcrew, in addition to the two full-time/year-round handcrews will be subject to more discussion with OCPFA, working within the new funding provided by the State.

The 2022-2023 Adopted State Budget provides \$25.4 million in FY 2022/23, increasing to \$35.4 million in FY 2023/24, in funding for expanded handcrews to be divided equally among the six Contract Counties. Therefore, OCFA will receive \$4,233,333 beginning in FY 2022/23 to staff a second permanent handcrew. As a result, the following new positions are proposed:

Classification	Salary & Employee Benefits (S&EB) per Position	No. of Positions	Total S&EB Costs
Hand Crew Superintendent	342,708	1	342,708
Assistant Superintendent/Fire Captain	301,535	2	603,070
Squad Boss/Fire Apparatus Engineer	261,406	3	784,218
Hand Crew Firefighter	105,024	20	2,100,480
Human Resources Analyst II	182,965	1	182,965
Ongoing S&EB			<b>\$4,013,441</b>
Ongoing S&S			<b>\$67,965</b>
<b>Total Spending Allocations Funded by \$4.2M New State Revenue (Note)*</b>			<b>\$4,018,406</b>

*\*Note: New state funding exceeds the current proposed spending plan, in particular in FY 2023/24 when the funding increases from \$4.2M to \$5.8M/year. Additional allocations will be determined as the two newly hired Handcrew Superintendents work in collaboration with the Wildland Battalion Chief and OCPFA for further definition of the OCFA’s expanded Handcrew Firefighting Program. The remaining balance of funding of \$214,927 in FY 2022/23 will be budgeted in the equipment account while staff determines an appropriate allocation.*

The second permanent handcrew will mirror the first handcrew with one (1) Hand Crew Superintendent, two (2) Assistant Superintendents, budgeted at the Fire Captain rank, and two (2) Squad Bosses budgeted at the Fire Apparatus Engineer rank. In addition, one (1) Human Resources Analyst II is being added to handle the year-round recruitment for the two permanent handcrews.



**Revised 9-22-2022**

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

**Board of Directors Meeting**  
**September 22, 2022**

**Agenda Item No. 3A**  
**Discussion Calendar**

**Proposed Purchase of Two Firehawk Helicopters**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief	<a href="mailto:brianfennessy@ocfa.org">brianfennessy@ocfa.org</a>	714.573.6010
Tim Perkins, Division Chief Special Operations	<a href="mailto:timperkins@ocfa.org">timperkins@ocfa.org</a>	714.573.6761
Robert Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012

**Summary**

This agenda item is submitted to seek approval to acquire two Firehawk (Sikorsky S70 Type 1) helicopters and authorize associated pilot and maintenance training, contingent upon successful closing of the associated financing, and to proceed in preparation of the final lease-purchase financing agreement for review and approval by the Board of Directors at the meeting of October 27, 2022.

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

At the July 22, 2021 meeting of the Board of Directors, a presentation was provided by Division Chief/Special Operations, Vince Carpino, as an update on OCFA Air Operations. The Board was informed that staff would return at a later date to initiate more dialogue and to begin to explore next steps related to the replacement of OCFA's Air Assets.

At the November 10, 2021 meeting of the Budget and Finance Committee, discussion was initiated regarding the OCFA Aviation Unit Fleet Plan Analysis and proposed review process. However, quorum was lost prior to taking any action.

At the January 12, 2022 meeting of the Budget and Finance Committee, dialogue continued, and direction was provided to staff to finalize the proposed review structure, and to return to the Committee for an additional and final review prior to submittal to the Board of Directors for input and approval.

On March 9, 2022, the Budget and Finance Committee reviewed the proposed OCFA Aircraft Replacement Review Process item and directed staff to place the item on the Board of Directors agenda for approval.

On May 18, 2022 several members of the Budget and Finance Committee convened for a special meeting but a meeting quorum was not reached. Air Operations staff reviewed phase one of the six phase review process and presented an Asset Orientation and a tour of Air Ops Fire Station 41 facilities, equipment and aircraft to those Committee members in attendance.



On June 8, 2022, the Budget and Finance Committee reviewed phase 2 of the OCFA Aircraft Replacement Review Process. The topic covered a review of Air Operations services provided which included call volume statistics, types of calls, etc. The information needs that the Budget and Finance Committee previously requested staff to include in the formal vetting process was provided during this meeting, including:

- Breakdown of helicopter call types by month within OCFA's service area
- Assessment of necessity and improved outcomes from having helicopters
- Assess OCFA & OCSD helicopter programs overlap and operational relationship
- How many aircraft OCFA requires and to do what functions?
- How does the growth of county population factor into the needs of the agency?

In addition, at this meeting, the Budget and Finance Committee directed staff to combine and expedite the review phases.

On July 13, 2022, the Budget and Finance Committee reviewed phases 3 through 6 of the OCFA Aircraft Replacement Review Process, and directed staff to place the item on the agenda for the Board of Directors, with the recommendations that the Board: (1) receive and file the report documenting the full OCFA Aircraft Replacement Review Process, (2) direct staff to return the two loaned Federal Excess Property Program UH-1H Super Huey helicopters to the federal government, (3) direct staff to initiate administrative actions necessary to facilitate the purchase of two Sikorsky S70 Type 1 helicopters, and (4) return to the Board of Directors (tentatively in September 2022) for approval to award a purchasing contract, approval of lease financing terms, and authorization of the necessary budget adjustments.

On July 28, 2022, the Board of Directors authorized the above actions, as recommended by the Budget and Finance Committee.

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-1 (Directors Lumbard and Hasselbrink absent, and Director Tettermer dissented), with the Committee's recommendation that the Board of Directors approve the recommended actions, including approval of staff's recommendation to enter into a 15-year lease-purchase financing term.

#### **RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to enter into a Master Purchase Agreement with United Rotorcraft, in a form approved by legal counsel (*current draft provided as Attachment 1*), which includes the express condition that the purchase is contingent upon the closure of and funding from the associated lease-purchase financing transaction (anticipated to occur no later than November 7, 2022), utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of two Firehawk (Sikorsky S70 Type 1) helicopters in the amount of \$55,871,980.32 inclusive of Sales Tax, plus an additional estimated \$840,000 for a performance bond as required by the financing firm.
2. Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with FlightSafety International, in a form approved by legal counsel (*current draft provided as Attachment 2*), which includes the express condition that the purchase is contingent upon the closure of and funding from the associated lease-purchase financing transaction (anticipated to occur no later than November 7, 2022), utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of OCFA pilot flight safety training to operate the Sikorsky S70 Type 1 helicopters in the amount of \$389,400.

3. Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with Sikorsky, in a form approved by legal counsel (*current draft provided as Attachment 3*), which includes the express condition that the purchase is contingent upon the closure of and funding from the associated lease-purchase financing transaction (anticipated to occur no later than November 7, 2022), utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of OCFA pilot in-flight training and maintainer training to operate and maintain the Sikorsky S70 Type 1 helicopters in the amount of \$568,460.
4. Direct staff to pursue lease-purchase financing for a term of 15-years, with an interest rate of 3.1379%, and annual principal and interest payments of \$4.93M with Banc of America Public Capital Corp and return to the Board of Directors at the October 27, 2022 meeting for approval of the final financing documents (*bank proposal provided as Attachment 9*).
5. Approve proposed Resolution adopting OCFA's Local Debt Policy in the form attached hereto as Attachment 4.
6. Direct staff to partner with the City of Yorba Linda [or any other OCFA member agency](#) to coordinate a public hearing pursuant to the Joint Powers Act, which requires one of the member local agencies within the JPA (not the actual JPA itself) to approve the proposed financing of the public capital improvement and make a finding of significant public benefit.
7. Authorize staff to increase revenue and expenditures by [an estimated](#) \$57,871,440.32 in the FY 2022/23 Adopted Budget, Capital Improvement Program – Fund 133 (Fire Apparatus) to recognize the financing proceeds revenue and to increase appropriations for the helicopter acquisition, [performance bond](#), cost of issuance (includes Municipal Financial Advisor and Special Counsel), and project implementation costs (one-time pilot/mechanic training).
8. Direct staff to return to the Board of Directors in January 2023 with the FY 2022/23 Mid-Year Financial Review, to include necessary adjustments to the Five-Year Capital Improvement Program for the addition of annual lease-purchase installment payments effective starting January 2024, and other CIP adjustments that may be needed for adjusted prioritization of capital projects.
9. Direct staff to include all supplemental costs associated with the future ongoing operation of the new helicopters, as outlined herein, in the Proposed FY 2023/24 Budget that will be submitted to the Board of Directors for review and approval in May 2023.
10. Direct staff to return to the Executive Committee with specific timing to be determined based on delivery and operation of the new helicopters, for any related subsequent contract approvals and amendments including (but not limited to) approval of aircraft insurance and adjustment of associated vendor contracts for ongoing augmented pilot training and maintenance programs. Any subsequent contracts or amendments that require a budget adjustment shall be presented to the Board of Directors.
11. Adopt an exemption from the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15301 (Existing Facilities) and direct staff to file a Notice of Exemption.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

The fiscal impact includes \$57.9 million in capital costs, financed with \$57.9 million in lease-purchase financing proceeds. Additional details regarding financing terms and ongoing operating costs are provided in the staff report and attachments.

Increased Cost Funded by Structural Fire Fund (Capital): \$4.93 million/year for 15 years

Increased Cost Funded by Structural Fire Fund (Add'l Annual Operating cost): \$3M

Increased Cost Funded by Cash Contract Cities: \$0

## Background

There are many important elements in support and coordination of the proposed purchase of two Firehawk helicopters. Staff has organized this staff report into the following sections to inform the Board on each element for which staff is seeking Board approval and support, and an update to prior Board direction:

- Contract Award to United Rotorcraft
- Issuance of Purchase Order to FlightSafety International and Sikorsky
- Lease-Purchase Financing Options with Staff Recommendations
- Approval of OCFA Local Debt Policy
- Public Hearing for the Approval of Financing per Joint Powers Act
- FY 2022/23 Budget Adjustments for One-Time Costs
- Mid-Year Financial Review – Adjustments to Five-Year CIP
- FY 2023/24 Budget Development & Future Supporting Actions
- Return loaned Federal Excess Property Program UH-1H Super Huey helicopters to the federal government
- Follow-up Regarding Trauma Centers

### **Contract Award to United Rotorcraft**

As discussed with the Board during the OCFA Aircraft Replacement Review Process, OCFA fire/aviation subject matter experts recommended the acquisition of two Sikorsky S-70 Type 1 helicopters. There is a demonstrated need to drop larger quantities of water, and the S-70 significantly increases aircraft performance in a manner that directly and positively affects the life safety of our aircrews. The S-70 is the only candidate aircraft capable of achieving both of those key objectives. The S-70 Firehawk helicopter and equipment are in operation at Los Angeles County Fire Department, CAL FIRE and several third-party EMS operators. After consideration of candidate aircrafts, on July 22, 2022, the Board directed staff to initiate administrative actions necessary to facilitate the purchase of two Sikorsky S70 Type 1 helicopters

In accordance with Section 1-21(1) of the OCFA Purchasing Ordinance, a “General Sole Source” procurement contract is permitted when it is determined, after conducting a good faith review of available sources, that there is only one source for the required material or service. United Rotorcraft (UR) is a division of Air Methods Corporation (AMC) and is the only company authorized to build new Sikorsky S-70 helicopters to the standard fire/rescue/EMS Firehawk configuration that OCFA requires. UR is uniquely qualified and exclusively licensed by Sikorsky to provide these services after successfully developing and supporting multi-mission helicopter modifications and operators for over 25 years.

UR submitted a proposal to OCFA for the planning, scheduling and contracting for the S-70 Blackhawk and associated conversion to the new Firehawk helicopter. The S-70 Blackhawk is a twin-turbine engine, single rotor, semi-monocoque fuselage helicopter, with cabin space for six crew and room to expand to 13 passenger seats. Conversion of the aircraft into to a Firehawk is a process that will take approximately 12 months and will enable multi-mission capabilities such as firefighting, personnel transport (firefighters and equipment), medical evacuation, search and rescue, and cargo transport. The proposal provides a detailed description of the equipment and systems, comprehensive statement of work, pricing, terms and conditions (Attachment 1).

### **Pricing for the Aircraft:**

Firehawk (\$25,926,673 per aircraft):	\$51,853,346.00
<u>Estimated Taxes:</u>	<u>\$4,018,634.32</u>
<b>Estimated Total Aircraft, Equipment &amp; Taxes</b>	<b>\$55,871,980.32</b>

Given that UR already has the S-70 Blackhawks in its possession and elements of the Firehawk conversion and testing will have occurred by the time contract is awarded, UR's proposal includes a milestone payment schedule that requires OCFA to pay 80% of the cost at the time of financing closing with the balance due at landing gear installation and aircraft delivery and customer acceptance. Following is the milestone payment schedule prepared by UR:

<b>Milestone Payments</b>	
Contract Award	25%
Aircraft Join	10%
FAT 1	25%
Aircraft Arrival at United Rotorcraft	20%
Completion of HLG Installation	5%
Aircraft Delivery	15%

*Note: The first four milestones itemized above will have occurred by the time that OCFA's lease-purchase financing transaction closes, thus, the combined value of 80% will be due. Banc of America Public Capital Corp will require a performance bond given that financing proceeds will be paid to the vendor prior to the delivery and acceptance of the asset. [The performance bond is estimated at \\$840,000.](#)*

#### **Issuance of Professional Services Agreements to FlightSafety International and Sikorsky**

Implementation of the new Firehawk helicopters in OCFA's Air Operations will require initial one-time training for our pilots and helicopter mechanic personnel. Since these costs are part of the project implementation, they are considered capital costs, funded as part of the total project costs within OCFA's Capital Improvement Program budget.

#### **Pricing for Training (One-time Costs):**

FlightSafety International Training - Emergency Procedures Simulator	\$389,400
Sikorsky Training – Pilots & Maintainers	\$568,460
<i>Sikorsky In-flight Training for Pilots @ \$380,420</i>	
<i>Sikorsky Maintenance Initial and Avionics Training @ \$188,040</i>	

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<b>Estimated Total Training (One-time Costs)</b>	<b>\$957,860</b>
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<b>Estimated Employee Travel Costs (One-Time Costs)</b>	<b>\$154,600</b>
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#### **FlightSafety International**

In accordance with Section 1-21(1) of the OCFA Purchasing Ordinance, a "General Sole Source" procurement contract is recommended when it is determined, after conducting a good faith review of available sources, that there is only one source for the required service. FlightSafety International is the only training company that provides full motion simulators for flight safety training and is recognized by the FAA and for its pilot certification purposes. Pilot flight safety training is part one of a two-part training for our pilots with the second part being in-flight training that will be provided by Sikorsky. FlightSafety International uses patented methods, immersive technology, and many training scenarios. They have decades of flight training experience, with instruction tailored to each pilot and their experience. While at FlightSafety International, pilots will spend 3 weeks in simulation practicing performance-based techniques including emergency procedures. By attending FlightSafety International, OCFA pilots will be trained in the skills needed to be proficient in firefighting and rescue flying in the Sikorsky aircraft.

### Sikorsky

In accordance with Section 1-21(1) of the OCFA Purchasing Ordinance, a “General Sole Source” procurement contract is recommended when it is determined, after conducting a good faith review of available sources, that there is only one source for the required service. Sikorsky Aircraft (Sikorsky) is a Lockheed Martin company and the sole manufacturer of the Sikorsky S70 Blackhawk which provides training programs to ensure new pilots thoroughly understand Sikorsky aircraft systems and procedures. Pilots train in flight simulators and in fully operational aircraft to prepare them for more advanced Firehawk mission training. Sikorsky in-flight training is part two of the two-part pilot training, part one being flight safety training provided by FlightSafety International. OCFA will be sending two pilots to complete this 5-week training. The initial training and the maintenance test pilot (MTP) certification are required for OCFA to sign off on the acceptance test flight with United Rotorcraft, ensuring the aircraft adhere to the scope of work. Additionally, only certified Maintenance Test Pilots are authorized to test the aircraft after it undergoes maintenance.

Sikorsky will also be training our aircraft maintainers. The training program is a 4-week training program broken up into two modules. Module one is the initial Airframe & Powerplant training at the Sikorsky Academy. Module two is the avionics and electrical systems training.

### **Lease-Purchase Financing Options with Staff Recommendations**

On August 1, 2022, staff released a Request for Proposals (RFP) to hire the financing team, which is comprised of a Municipal Financial Advisor and Special Counsel, to assist with a lease-purchase financing. The municipal financial advisor provides independent financial advice and serves solely the interests of the OCFA. Services provided by the municipal financial advisor include developing the Lease-Purchase structure, documents and bid package, evaluating the competitive bidding proposals among banks and financial institutions to obtain the best financing terms at the lowest cost of borrowing, and assisting with the formation and completion of all documents. Special Counsel Services include reviewing all of the financing documents and providing a legal opinion that OCFA is authorized to execute a lease-purchase transaction and has met all legal and procedural requirements necessary.

The RFPs for Municipal Financial Advisor Services and Special Counsel Services closed on August 15, 2022, and OCFA received 3 and 5 proposals respectively. Following the review and evaluation of the proposals by an internal evaluation panel comprised of various staff within OCFA’s Business Services Department, Fieldman, Rolapp & Associates Inc. was selected as the highest ranked Municipal Financial Advisory services firm, and Richards, Watson & Gershon was selected as the highest ranked Special Counsel Services firm. Contracts were awarded to the two firms based on the authority delegated by the Board to Authority Management to approve Professional and Consulting Services Contracts up to \$100,000.

On August 31, 2022, based on guidance from the financing team, OCFA released and published an RFP seeking proposals from qualified lessors/banks for a 2022 equipment lease/purchase agreement, for which the proceeds will be used to purchase two all hazard firefighting/rescue helicopters (Sikorsky S-70 Type 1 helicopters) from United Rotorcraft. The financing terms requested in the RFP included 7-year, 10-year, and 15-year financing for a principal amount not to exceed \$58M (inclusive of aircraft purchase price, taxes, estimated cost of issuance, and project implementation/training costs) with annual interest and principal payments to commence in January 2024. The RFP also disclosed that 80% of the purchase price of the helicopters will be paid to the vendor after finance closing and in advance of helicopter delivery.



The purchaser/bank proposals were due on September 8, and a total of 7 proposals were received by the deadline. Following is a summary of the proposals received:

<b>Lessor/Bank</b>
Banc of America Public Capital Corp
Bank of the West
BankFunding, LLC
First American Equipment Finance
JP Morgan Chase
U.S. Bancorp Government Leasing and Finance, Inc.
Webster Bank

Following the evaluation of the proposals by an evaluation panel consisting of the financing team and OCFA personnel, Banc of America was ranked the highest firm with the proposal that is the most advantageous to the OCFA (*See Attachment 9 for Banc of America's proposal, and Attachment 10 for a summary of the top ranked, responsive bank bids*). With the Board's approval at the September 22 meeting, staff will return for final approval of the lease/purchase financing documents at the October 27 Board of Directors meeting.

Following are Banc of America's financing terms:

<b>Financing Term</b>	<b>Interest Rate</b>	<b>Estimated Annual Installment Payment</b>	<b>Estimated Total Interest Cost of Borrowing</b>
7-Years	3.1379%	\$9.40M	\$7.85M
10-Years	3.1379%	\$6.88M	\$10.84M
15-Years	3.1379%	\$4.93M	\$15.99M

Staff recommends engaging Banc of America with a 15-year financing term as this provides the greatest cashflow flexibility. At its September 14<sup>th</sup> meeting of the Budget & Finance Committee, the Committee approved staff's recommendation for a 15-year financing term.

#### **Approval of OCFA Local Debt Policy**

OCFA's Short-Term Debt Policy was approved by the Board of Directors in March of 2007 with the intended purpose to enhance the Board's ability to manage the Authority's cashflow in a fiscally conservative and prudent manner and to establish guidelines for the issuance and management of its debt. This Short-Term Debt Policy was primarily used for the issuance of Tax and Revenue Anticipation Notes (TRANs) to address negative cash balances that OCFA was experiencing during the months of July through mid-December given that Property Tax revenues, which represents 63% of OCFA's revenue sources, are received primarily twice a year in December and April. The last TRANs issued by OCFA took place in FY 2015/16 and since then, OCFA has addressed its cashflow needs through internal borrowing as part of the Budget process approved by the Board.

OCFA has not previously adopted a formal Long-Term Debt Policy. In the past, OCFA relied upon the provisions of the Amended Orange County Fire Authority Joint Powers Agreement (i.e., OCFA's JPA Agreement) to govern the issuance of long-term debt. Consistent with Article IV, Section 5 of OCFA's JPA Agreement, all long-term bond indebtedness requires the prior authorization of two-thirds of all member agencies. However, installment purchase agreements and leases which are subject to annual appropriation of lease payments as part of the budget

process, may be authorized by a majority vote of the Board of Directors. Therefore, OCFA is able to enter into long-term lease-purchase financing agreements by approval of the OCFA Board of Directors, without requiring approval by the individual member agencies of the OCFA, per OCFA's JPA Agreement.

Pursuant to Government Code Section 8855, a Report of Proposed Debt Issuance must be filed with the California Debt and Investment Advisory Commission (CDIAC) in connection with this financing. The Report of Proposed Debt Issuance contains a certification by the filing agency that it has adopted a "Local Debt Policy" which complies with the requirements of Government Code Section 8855(i). Such a policy must include:

- the purpose for which the debt proceeds may be used;
- the types of debt that may be issued;
- the relationship of the debt to, and integration with OCFA's capital improvement program or budget, if applicable;
- policy goals related to OCFA's planning goals and objectives; and,
- the internal control procedures that the agency has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

As such, OCFA's existing *Short-Term Debt Policy* does not meet all of the requirements established for the "Local Debt Policy" that is required by Government Code Section 8855 to complete the lease-purchase financing of the two Firehawks. Therefore, staff has prepared, in collaboration with Special and General Counsel, the proposed Local Debt Policy for Board consideration set forth in Attachment 4.

#### **Public Hearing for the Approval of Financing per Joint Exercise of Powers Act**

The Joint Exercise of Powers Act, Article 4 Local Bond Pooling, requires a public hearing to be held by a local agency (not the Joint Powers Authority) within whose boundaries the capital improvement will be located (or used) to approve the lease-purchase financing of the helicopters and to make a finding of significant public benefit. Given that the two Firehawks will benefit all OCFA member agencies, special counsel has advised that any one of the OCFA's member agencies may hold the required noticed public hearing. The relevant sections of Article 4, Local Bond Pooling Act (set forth in Government Code Section 6584 et seq.) specific to this requirement are referenced below:

*6586.5. (a) Notwithstanding Section 6587, an authority, or any entity acting on behalf of or for the benefit of an authority, may not authorize bonds<sup>1</sup> to construct, acquire, or finance a public capital improvement except pursuant to Article 1 (commencing with Section 6500), unless all of the following conditions are satisfied with respect to each capital improvement to be constructed, acquired, or financed:*

- (1) The authority reasonably expects that the public capital improvement is to be located within the geographic boundaries of one or more local agencies of the authority that is not itself an authority.*
- (2) A local agency that is not itself an authority, within whose boundaries the public capital improvement is to be located, has approved the financing of the public capital improvement and made a finding of significant public benefit in accordance with the*

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<sup>1</sup> For purposes of Government Code section 6586.5, "bond" is defined very broadly, and expressly encompasses lease-purchase agreements among several others. See Cal. Gov't Code § 6585(c)(4). That broad definition does not apply to the use of the term "bond" in OCFA's Amended Joint Powers Agreement, however.

*criteria specified in Section 6586 after a public hearing held by that local agency within each county or city and county where the public capital improvement is to be located after notice of the hearing is published once at least five days prior to the hearing in a newspaper of general circulation in each affected county or city and county.*

Therefore, staff considered which OCFA member agencies have historically gained “significant public benefit” from services provided by OCFA’s helicopters (and will continue to gain “significant public benefit” in the future from the new helicopters), including both OCFA Air Operations firefighting missions and EMS/hoist/rescue missions. The cities of Irvine and Yorba Linda certainly fit this criteria, and therefore, staff approached Vice Chair Kuo and Director Hernandez regarding the feasibility of coordinating this public hearing. [Unfortunately, the City of Irvine will not be able to conduct the public hearing.](#) With the support of the OCFA Board of Directors, staff recommends that the City Council of the City of Yorba Linda, [or any other OCFA member agency](#) hold the noticed public hearing to consider approval of the financing at their earliest convenience in October 2022. Given the short window to coordinate such an item with city staff and city attorney, OCFA staff will partner with [one or more of our member](#) cities to ensure that the required public hearing, findings and approval occur at the earliest opportunity. Once the public hearing requirement is met, OCFA staff will then retract its request for a public hearing from the remaining [member cities](#).

Staff, Special Counsel and General Counsel all recognize that this is an unusual legal requirement that a member agency of a joint powers authority is required to approve financing to OCFA and to make the findings of “significant public benefit” from helicopters that will be operated by OCFA, not by the City conducting the public hearing. Nevertheless, the odd requirement in the Government Code applies to the lease-purchase agreement that is proposed, so the requirements need to be addressed.

#### **FY 2022/23 Budget Adjustments for One-time Costs**

The one-time costs associated with acquisition and implementation of the new Firehawk helicopters will be funded with lease-purchase financing proceeds, and need to be adjusted in Fund 133 (Fire Apparatus) of the OCFA’s Capital Improvement Program (CIP) budget for FY 2022/23.

<b><i>One-Time Costs – Increase CIP (Fund 133) Revenues &amp; Expenditures</i></b>		
Two Firehawk Helicopters (\$25,926,673 each)	51,853,346	
Taxes	4,018,634.32	
<b>Helicopter Purchase</b>		<b>55,871,980</b>
<a href="#">Est. Performance Bond (Required by Lessor/Bank)</a>	<a href="#">\$840,000</a>	
<a href="#">Estimated Performance Bond</a>		<a href="#">\$840,000</a>
FlightSafety Training (simulator - pilots)	389,400	
Sikorsky Training (pilots and mechanics)	568,460	
Employee Travel for Training	154,600	
<b>Training for Implementation</b>		<b>1,112,460</b>
Municipal Financial Advisor Services	\$26,000	
Special Counsel Services	\$16,000	
California Debt & Investment Advisory Commission (CDIAC) - Issuance Fee	\$5,000	
<b>Costs of Issuance</b>		<b>47,000</b>
<b>Total Expenditure Adjustment – One-Time Project Acquisition &amp; Implementation</b>		<b>\$57,871,440</b>
<b>Total Revenue Adjustment – One-Time Financing Proceeds</b>		<b>\$57,871,440</b>



### **Mid-Year Financial Review – Adjustments to Five-Year CIP**

The budget adjustment summarized above covers all budgetary needs that are anticipated to occur within the current fiscal year. In addition to the current fiscal year costs, staff will return to the Board of Directors in January of 2023 with the FY 2022/23 Mid-Year Financial Review, to include necessary adjustments to the CIP for annual lease-purchase installment payments effective starting January 2024. As reviewed with the Board of Directors at the July 28, 2022 meeting, staff will propose any other CIP project adjustments that may be needed for prioritization of capital projects in a manner that matches the project timing with project funding. There are benefits of making these adjustments as part of the mid-year financial review since this timing allows staff to review all other budgetary changes that may impact the timing of CIP funds, including actual property tax revenue values for the current fiscal year, and any labor cost adjustments, if applicable.

### **FY 2023/24 Budget Development & Future Supporting Actions**

A lease-purchase program is a tool used by government entities to finance small to mid-sized capital projects, equipment, replacements, and acquisitions. Unlike a traditional lease, with a lease-purchase the lessee selects, purchases, and owns the assets. The lessor is listed on the title document as the lien-holder. As such, a lease-purchase agreement is not considered an indebtedness for Amended JPA purposes, but rather a lease subject to annual appropriation of lease payments as part of the annual budget process. By spreading out lease payments over time, rather than paying for a large amount of equipment all at once, a lease-purchase agreement is an effective cashflow tool.

Guaranteed maintenance programs (GMP) or Total Assurance Programs (TAP) provide certainty for the erratic and often hard-to-predict behavior of maintenance costs. The program serves as a maintenance support program covering the cost of parts and replacement. These programs minimize maintenance cost variability and optimize predictable financial planning by level loading the scheduled and unscheduled maintenance costs at a fixed rate per flight hour.

The Total Assurance Program (TAP) program by Sikorsky delivers tailored maintenance support meeting OCFA requirements and minimizing cost. The TAP maintenance support program covers the cost of parts replacement. TAP minimizes aircraft maintenance cost variability and provides predictable financial planning by level loading the scheduled and unscheduled maintenance costs at a fixed rate per flight hour. This will provide OCFA with a “known” and “guaranteed” cost over the life of the program, while allowing the aviation section to focus on our firefighting and rescue mission. Sikorsky supplies replacement parts needed to maintain the helicopter in serviceable condition. The program includes parts that require scheduled repair or replacement, corrective maintenance, airframe line replaceable units, avionics, navigation, and communications. The TAP offers to repair or replace all parts that become unserviceable at a fixed rate per flight hour flown. The fixed rate per flight hour is calculated and included in the TAP Agreement. On average, the TAP hourly rate can be expected to cover more than 95% of part costs experienced during the term of the agreement.

GE True Choice maintenance program is structured on a cost per engine flight hour. The program covers scheduled and unscheduled engine removals, service bulletins, airworthiness directive coverage and provides a comprehensive remote diagnostic for trend monitoring. The program also covers spare engine availability, logistical support, and foreign object damage. The program will maximize operational reliability by maintaining all engine components – which include all Line Replacement Units (LRUs) and all external accessories (i.e., all other parts as referenced in the Spare Parts Catalog) – to GE and CFM manuals and recommendations.

<u>Annual Estimated On-going Maintenance Costs</u>	
Total Assurance Plan (TAP)	\$1,300,000
General Electric MPC Engine Maintenance Plan	\$936,000
<b>Estimated Total Maintenance Costs (On-going Costs)</b>	<b>\$2,236,000</b>

OCFA Air Operations operates two Bell 412 helicopters year-round averaging 300 flight hours per aircraft. The Air Operations section intends to move both Bell 412s into a secondary position behind the two Firehawks. It is estimated that each Bell 412 aircraft will go from 300 flight hours to 50 flight hours annually. The reduction in flight hours will result in cost savings directly related to our maintenance costs specifically for these two aircraft, which will slightly offset the increased operating costs for the new Firehawk helicopters. Current maintenance costs for each Bell 412 averages \$1,025 per flight hour. The reduction in flight hours is projected to have a cost of \$102,500 annually versus a current approximate annual cost of \$615,000. The cost savings to the Air Operations operating budget is estimated at \$512,500. Both aircraft recently completed their 2500-hour heavy maintenance and are only scheduled for routine maintenance. The reduction in flight hours will also help slow future maintenance expenditures as the flight hours would continue to increase to the next heavy maintenance benchmarks.

Total on-going operating costs for future annual operations of the new Firehawk helicopters are detailed in Attachment 5, with an offset for the savings described above associated with the Bell 412s. Please note that these on-going operating costs are presented here to ensure the Board has all pertinent information when deciding whether to move forward with the program. As such, Staff is not asking the Board to take action on this category of costs at this time. This detail will serve as the basis for adjustments that will be included in the proposed budget development for FY 2023/24 for Board consideration.

**Return loaned Federal Excess Property Program UH-1H Super Huey helicopters to the federal government**

OCFA Chief of Maintenance is responsible for returning UH-1H Helicopters 3 and 4 through the Federal Excess Personal Property Program (FEPP). Currently, Helicopter 4 is expected to be transferred to the Kern County Fire Department and the details of the transfer are still forthcoming. Staff continues to work through the procedures needed to return Helicopter 3 as it was the aircraft that had unresolvable vibration while in flight.

**Trauma Center Update**

At the July 28, 2022 meeting of the Board of Directors, the Board requested staff to return with additional information regarding coordination with the trauma hospitals for landing zone accommodations or alternatives. Following is the additional detail in coordination with the local trauma centers.

Special Operations Division Chief Tim Perkins met with Mission, OC Global and UCI Hospital staff to discuss configuring their trauma center heliports to accommodate larger helicopters, including the Sikorsky S-70 helicopter. Heliports are small airports suitable for use by helicopters and some other vertical lift aircraft. All three hospitals acknowledged that the Southern California trauma center community is already in discussions specific to accommodating the transfer of critical patients by larger, more capable helicopters. These discussions are of special interest not just to the OCFA but to any agency charged with protecting and saving the lives of critical patients in Orange County. Case in point, Type 1 helipad upgrades would empower the United States Coast Guard to transport critical patients from near-shore Orange County rescues directly to the

region's trauma centers, replacing their current practice of transport to trauma centers outside Orange County.

Recognizing these and many other benefits, administrators in Orange County's three hospital trauma centers are engaging in formal review and assessments by the regulatory agencies (CALTRANS) and heliport design companies. While the OCFA supports these assessments, there has been no discussions between the agency and the trauma centers regarding the cost of helipad upgrades, nor an expectation established that OCFA would be involved in funding.

Until the aforementioned helipad upgrades come to fruition, there are several viable alternatives that already, or soon could, enable OCFA's proposed Sikorsky S-70 helicopters to safely and efficiently transport critical patients to Orange County trauma centers, including:

- **Mission Hospital** and Saddleback College have an existing agreement with OCFA to utilize two separate helispots on their campus. Helispots are landing areas that operate without a formal permit through Caltrans and are allowed to land up to 12 times a year during non-emergency incidents. As part of the college's emergency mitigation plan for mass casualty incidents, these two helispots can accommodate the S-70M helicopter(s). Saddleback College is less than half a mile from Mission Hospital. Offloading patients in close proximity to a trauma center is consistent with current operations where landings to transfer patients to a waiting ambulance occur routinely (see Attachments 6 and 7).
- **OC Global Hospital** - Chief Perkins met with OC Global staff to evaluate the efficacy of utilizing the current trauma center heliport. OC Global's heliport is ground-level based and currently, like the other OC trauma centers, can accommodate the helicopters that OCFA currently operates. They do have an interest in being able to accommodate larger helicopters and have reached out to two independent heliport design firms to evaluate what is needed to accommodate larger helicopters. Chief Perkins and OC Global staff agreed that minor adjustments to the existing heliport will be needed (see Attachment 6).
- **UCI Hospital** utilizes a concrete ground-based heliport that sits on a built-up grass berm. Los Angeles County Fire's S-70i and Los Angeles County Sheriff's AS332 Super Puma helicopters are both large helicopters that have utilized the UCI heliport for patient transport when assisting OCSD and OCFA on remote rescues in Orange County. While evaluating the current helipad, it was confirmed that wheeled aircraft have no issue landing on the concrete part of the helipad. However, the concrete pad and berm would need to be extended by 12' feet to meet the standards necessary for larger helicopters (see Attachment 6).

Until then, OCFA is in the process of completing an agreement with North Net Fire Training Center, which currently has a permitted helipad that supports Type 1 helicopters. This helipad, which is approximately one mile from UCI Hospital, can be used to transfer patients to awaiting ambulances for the ground transfer (see Attachment 8).

- **CHOC Hospital** in the City of Orange was recently designated as a Level 1 pediatric trauma center. As such, Chief Perkins will follow up with their administration to discuss helipad accommodations.

### ***California Environment Quality Act (CEQA) Exemptions***

CEQA's Class 1, Existing Facilities Exemption, applies to the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private facilities, structures or topographical features involving negligible or no expansion of an existing or former use. (14 Cal. Code Regs., tit. 14, § 15301.) The Fullerton Airport is home to existing aerial facilities and operations including the hangar and related facilities currently operated by OCFA. No expansion of the hangar or related facilities would be required in connection with the acquisition of the helicopters. The two Sikorsky S-70 helicopters acquired would replace two UH-1H Super Huey helicopters that operate from the same facility in the same location. Based on the foregoing, approval of the acquisition of the helicopters calls for the operation of existing public and private facilities with no or negligible expansion of an existing use and the Class 1 Exemption therefore applies.

### **Attachment(s)**

1. United Rotorcraft Master Purchase Agreement (*Current draft*)
2. FlightSafety International Professional Services Agreement (*Current draft*)
3. Sikorsky Professional Services Agreement (*Current draft*)
4. Resolution Adopting Local Debt Policy
5. Projected Annual Operating Costs, Post-Project Implementation
6. Mission Hospital, OC Global, UCI Hospital Helipads
7. Saddleback College Helipad Plan
8. North Net Fire Training Helipad Plan
9. Banc of America Public Capital Corp Lease Purchase Financing Proposal
10. Top ranked, responsive bank bid results



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

**Board of Directors Meeting  
September 22, 2022**

**Agenda Item No. 3A  
Discussion Calendar**

### **Proposed Purchase of Two Firehawk Helicopters**

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#### **Contact(s) for Further Information**

Brian Fennessy, Fire Chief	<a href="mailto:brianfennessy@ocfa.org">brianfennessy@ocfa.org</a>	714.573.6010
Tim Perkins, Division Chief Special Operations	<a href="mailto:timperkins@ocfa.org">timperkins@ocfa.org</a>	714.573.6761
Robert Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012

#### **Summary**

This agenda item is submitted to seek approval to acquire two Firehawk (Sikorsky S70 Type 1) helicopters and authorize associated pilot and maintenance training, contingent upon successful closing of the associated financing, and to proceed in preparation of the final lease-purchase financing agreement for review and approval by the Board of Directors at the meeting of October 27, 2022.

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

At the July 22, 2021 meeting of the Board of Directors, a presentation was provided by Division Chief/Special Operations, Vince Carpino, as an update on OCFA Air Operations. The Board was informed that staff would return at a later date to initiate more dialogue and to begin to explore next steps related to the replacement of OCFA's Air Assets.

At the November 10, 2021 meeting of the Budget and Finance Committee, discussion was initiated regarding the OCFA Aviation Unit Fleet Plan Analysis and proposed review process. However, quorum was lost prior to taking any action.

At the January 12, 2022 meeting of the Budget and Finance Committee, dialogue continued, and direction was provided to staff to finalize the proposed review structure, and to return to the Committee for an additional and final review prior to submittal to the Board of Directors for input and approval.

On March 9, 2022, the Budget and Finance Committee reviewed the proposed OCFA Aircraft Replacement Review Process item and directed staff to place the item on the Board of Directors agenda for approval.

On May 18, 2022 several members of the Budget and Finance Committee convened for a special meeting but a meeting quorum was not reached. Air Operations staff reviewed phase one of the six phase review process and presented an Asset Orientation and a tour of Air Ops Fire Station 41 facilities, equipment and aircraft to those Committee members in attendance.

On June 8, 2022, the Budget and Finance Committee reviewed phase 2 of the OCFA Aircraft Replacement Review Process. The topic covered a review of Air Operations services provided which included call volume statistics, types of calls, etc. The information needs that the Budget and Finance Committee previously requested staff to include in the formal vetting process was provided during this meeting, including:

- Breakdown of helicopter call types by month within OCFA's service area
- Assessment of necessity and improved outcomes from having helicopters
- Assess OCFA & OCSD helicopter programs overlap and operational relationship
- How many aircraft OCFA requires and to do what functions?
- How does the growth of county population factor into the needs of the agency?

In addition, at this meeting, the Budget and Finance Committee directed staff to combine and expedite the review phases.

On July 13, 2022, the Budget and Finance Committee reviewed phases 3 through 6 of the OCFA Aircraft Replacement Review Process, and directed staff to place the item on the agenda for the Board of Directors, with the recommendations that the Board: (1) receive and file the report documenting the full OCFA Aircraft Replacement Review Process, (2) direct staff to return the two loaned Federal Excess Property Program UH-1H Super Huey helicopters to the federal government, (3) direct staff to initiate administrative actions necessary to facilitate the purchase of two Sikorsky S70 Type 1 helicopters, and (4) return to the Board of Directors (tentatively in September 2022) for approval to award a purchasing contract, approval of lease financing terms, and authorization of the necessary budget adjustments.

On July 28, 2022, the Board of Directors authorized the above actions, as recommended by the Budget and Finance Committee.

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-1 (Directors Lumbard and Hasselbrink absent, and Director Tettermer dissented), with the Committee's recommendation that the Board of Directors approve the recommended actions, including approval of staff's recommendation to enter into a 15-year lease-purchase financing term.

#### **RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to enter into a Master Purchase Agreement with United Rotorcraft, in a form approved by legal counsel (*current draft provided as Attachment 1*), which includes the express condition that the purchase is contingent upon the closure of and funding from the associated lease-purchase financing transaction (anticipated to occur no later than November 7, 2022), utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of two Firehawk (Sikorsky S70 Type 1) helicopters in the amount of \$55,871,980.32 inclusive of Sales Tax.
2. Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with FlightSafety International, in a form approved by legal counsel (*current draft provided as Attachment 2*), which includes the express condition that the purchase is contingent upon the closure of and funding from the associated lease-purchase financing transaction (anticipated to occur no later than November 7, 2022), utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of OCFA pilot flight safety training to operate the Sikorsky S70 Type 1 helicopters in the amount of \$389,400.



3. Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with Sikorsky, in a form approved by legal counsel (*current draft provided as Attachment 3*), which includes the express condition that the purchase is contingent upon the closure of and funding from the associated lease-purchase financing transaction (anticipated to occur no later than November 7, 2022), utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of OCFA pilot in-flight training and maintainer training to operate and maintain the Sikorsky S70 Type 1 helicopters in the amount of \$568,460.
4. Direct staff to pursue lease-purchase financing for a term of 15-years, with an interest rate of 3.1379%, and annual principal and interest payments of \$4.93M with Banc of America Public Capital Corp and return to the Board of Directors at the October 27, 2022 meeting for approval of the final financing documents (*bank proposal provided as Attachment 9*).
5. Approve proposed Resolution adopting OCFA's Local Debt Policy in the form attached hereto as Attachment 4.
6. Direct staff to partner with the City of Irvine and the City of Yorba Linda to coordinate a public hearing pursuant to the Joint Powers Act, which requires one of the member local agencies within the JPA (not the actual JPA itself) to approve the proposed financing of the public capital improvement and make a finding of significant public benefit.
7. Authorize staff to increase revenue and expenditures by \$57,031,440.32 in the FY 2022/23 Adopted Budget, Capital Improvement Program – Fund 133 (Fire Apparatus) to recognize the financing proceeds revenue and to increase appropriations for the helicopter acquisition, cost of issuance (includes Municipal Financial Advisor and Special Counsel), and project implementation costs (one-time pilot/mechanic training).
8. Direct staff to return to the Board of Directors in January 2023 with the FY 2022/23 Mid-Year Financial Review, to include necessary adjustments to the Five-Year Capital Improvement Program for the addition of annual lease-purchase installment payments effective starting January 2024, and other CIP adjustments that may be needed for adjusted prioritization of capital projects.
9. Direct staff to include all supplemental costs associated with the future ongoing operation of the new helicopters, as outlined herein, in the Proposed FY 2023/24 Budget that will be submitted to the Board of Directors for review and approval in May 2023.
10. Direct staff to return to the Executive Committee with specific timing to be determined based on delivery and operation of the new helicopters, for any related subsequent contract approvals and amendments including (but not limited to) approval of aircraft insurance and adjustment of associated vendor contracts for ongoing augmented pilot training and maintenance programs. Any subsequent contracts or amendments that require a budget adjustment shall be presented to the Board of Directors.
11. Adopt an exemption from the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15301 (Existing Facilities) and direct staff to file a Notice of Exemption.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

The fiscal impact includes \$57 million in capital costs, financed with \$57 million in lease-purchase financing proceeds. Additional details regarding financing terms and ongoing operating costs are provided in the staff report and attachments.

Increased Cost Funded by Structural Fire Fund (Capital): \$4.93 million/year for 15 years

Increased Cost Funded by Structural Fire Fund (Add'l Annual Operating cost): \$3M

Increased Cost Funded by Cash Contract Cities: \$0

## Background

There are many important elements in support and coordination of the proposed purchase of two Firehawk helicopters. Staff has organized this staff report into the following sections to inform the Board on each element for which staff is seeking Board approval and support, and an update to prior Board direction:

- Contract Award to United Rotorcraft
- Issuance of Purchase Order to FlightSafety International and Sikorsky
- Lease-Purchase Financing Options with Staff Recommendations
- Approval of OCFA Local Debt Policy
- Public Hearing for the Approval of Financing per Joint Powers Act
- FY 2022/23 Budget Adjustments for One-Time Costs
- Mid-Year Financial Review – Adjustments to Five-Year CIP
- FY 2023/24 Budget Development & Future Supporting Actions
- Return loaned Federal Excess Property Program UH-1H Super Huey helicopters to the federal government
- Follow-up Regarding Trauma Centers

### **Contract Award to United Rotorcraft**

As discussed with the Board during the OCFA Aircraft Replacement Review Process, OCFA fire/aviation subject matter experts recommended the acquisition of two Sikorsky S-70 Type 1 helicopters. There is a demonstrated need to drop larger quantities of water, and the S-70 significantly increases aircraft performance in a manner that directly and positively affects the life safety of our aircrews. The S-70 is the only candidate aircraft capable of achieving both of those key objectives. The S-70 Firehawk helicopter and equipment are in operation at Los Angeles County Fire Department, CAL FIRE and several third-party EMS operators. After consideration of candidate aircrafts, on July 22, 2022, the Board directed staff to initiate administrative actions necessary to facilitate the purchase of two Sikorsky S70 Type 1 helicopters

In accordance with Section 1-21(1) of the OCFA Purchasing Ordinance, a “General Sole Source” procurement contract is permitted when it is determined, after conducting a good faith review of available sources, that there is only one source for the required material or service. United Rotorcraft (UR) is a division of Air Methods Corporation (AMC) and is the only company authorized to build new Sikorsky S-70 helicopters to the standard fire/rescue/EMS Firehawk configuration that OCFA requires. UR is uniquely qualified and exclusively licensed by Sikorsky to provide these services after successfully developing and supporting multi-mission helicopter modifications and operators for over 25 years.

UR submitted a proposal to OCFA for the planning, scheduling and contracting for the S-70 Blackhawk and associated conversion to the new Firehawk helicopter. The S-70 Blackhawk is a twin-turbine engine, single rotor, semi-monocoque fuselage helicopter, with cabin space for six crew and room to expand to 13 passenger seats. Conversion of the aircraft into to a Firehawk is a process that will take approximately 8 to 9 months and will enable multi-mission capabilities such as firefighting, personnel transport (firefighters and equipment), medical evacuation, search and rescue, and cargo transport. The proposal provides a detailed description of the equipment and systems, comprehensive statement of work, pricing, terms and conditions (Attachment 1).

#### **Pricing for the Aircraft:**

Firehawk (\$25,926,673 per aircraft):	\$51,853,346.00
<u>Estimated Taxes:</u>	<u>\$4,018,634.32</u>
<b>Estimated Total Aircraft, Equipment &amp; Taxes</b>	<b>\$55,871,980.32</b>



Given that UR already has the S-70 Blackhawks in its possession and elements of the Firehawk conversion and testing will have occurred by the time contract is awarded, UR's proposal includes a milestone payment schedule that requires OCFA to pay 80% of the cost at the time of financing closing with the balance due at landing gear installation and aircraft delivery and customer acceptance. Following is the milestone payment schedule prepared by UR:

<b>Milestone Payments</b>	
Contract Award	25%
Aircraft Join	10%
FAT 1	25%
Aircraft Arrival at United Rotorcraft	20%
Completion of HLG Installation	5%
Aircraft Delivery	15%

*Note: The first four milestones itemized above will have occurred by the time that OCFA's lease-purchase financing transaction closes, thus, the combined value of 80% will be due. Banc of America Public Capital Corp will require a performance bond given that financing proceeds will be paid to the vendor prior to the delivery and acceptance of the asset.*

**Issuance of Professional Services Agreements to FlightSafety International and Sikorsky**

Implementation of the new Firehawk helicopters in OCFA's Air Operations will require initial one-time training for our pilots and helicopter mechanic personnel. Since these costs are part of the project implementation, they are considered capital costs, funded as part of the total project costs within OCFA's Capital Improvement Program budget.

**Pricing for Training (One-time Costs):**

FlightSafety International Training - Emergency Procedures Simulator \$389,400

Sikorsky Training – Pilots & Maintainers \$568,460

*Sikorsky In-flight Training for Pilots @ \$380,420*

*Sikorsky Maintenance Initial and Avionics Training @ \$188,040*

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**Estimated Total Training (One-time Costs) \$957,860**

**Estimated Employee Travel Costs (One-Time Costs) \$154,600**

**FlightSafety International**

In accordance with Section 1-21(1) of the OCFA Purchasing Ordinance, a "General Sole Source" procurement contract is recommended when it is determined, after conducting a good faith review of available sources, that there is only one source for the required service. FlightSafety International is the only training company that provides full motion simulators for flight safety training and is recognized by the FAA and for its pilot certification purposes. Pilot flight safety training is part one of a two-part training for our pilots with the second part being in-flight training that will be provided by Sikorsky. FlightSafety International uses patented methods, immersive technology, and many training scenarios. They have decades of flight training experience, with instruction tailored to each pilot and their experience. While at FlightSafety International, pilots will spend 3 weeks in simulation practicing performance-based techniques including emergency procedures. By attending FlightSafety International, OCFA pilots will be trained in the skills needed to be proficient in firefighting and rescue flying in the Sikorsky aircraft.

### Sikorsky

In accordance with Section 1-21(1) of the OCFA Purchasing Ordinance, a “General Sole Source” procurement contract is recommended when it is determined, after conducting a good faith review of available sources, that there is only one source for the required service. Sikorsky Aircraft (Sikorsky) is a Lockheed Martin company and the sole manufacturer of the Sikorsky S70 Blackhawk which provides training programs to ensure new pilots thoroughly understand Sikorsky aircraft systems and procedures. Pilots train in flight simulators and in fully operational aircraft to prepare them for more advanced Firehawk mission training. Sikorsky in-flight training is part two of the two-part pilot training, part one being flight safety training provided by FlightSafety International. OCFA will be sending two pilots to complete this 5-week training. The initial training and the maintenance test pilot (MTP) certification are required for OCFA to sign off on the acceptance test flight with United Rotorcraft, ensuring the aircraft adhere to the scope of work. Additionally, only certified Maintenance Test Pilots are authorized to test the aircraft after it undergoes maintenance.

Sikorsky will also be training our aircraft maintainers. The training program is a 4-week training program broken up into two modules. Module one is the initial Airframe & Powerplant training at the Sikorsky Academy. Module two is the avionics and electrical systems training.

### **Lease-Purchase Financing Options with Staff Recommendations**

On August 1, 2022, staff released a Request for Proposals (RFP) to hire the financing team, which is comprised of a Municipal Financial Advisor and Special Counsel, to assist with a lease-purchase financing. The municipal financial advisor provides independent financial advice and serves solely the interests of the OCFA. Services provided by the municipal financial advisor include developing the Lease-Purchase structure, documents and bid package, evaluating the competitive bidding proposals among banks and financial institutions to obtain the best financing terms at the lowest cost of borrowing, and assisting with the formation and completion of all documents. Special Counsel Services include reviewing all of the financing documents and providing a legal opinion that OCFA is authorized to execute a lease-purchase transaction and has met all legal and procedural requirements necessary.

The RFPs for Municipal Financial Advisor Services and Special Counsel Services closed on August 15, 2022, and OCFA received 3 and 5 proposals respectively. Following the review and evaluation of the proposals by an internal evaluation panel comprised of various staff within OCFA’s Business Services Department, Fieldman, Rolapp & Associates Inc. was selected as the highest ranked Municipal Financial Advisory services firm, and Richards, Watson & Gershon was selected as the highest ranked Special Counsel Services firm. Contracts were awarded to the two firms based on the authority delegated by the Board to Authority Management to approve Professional and Consulting Services Contracts up to \$100,000.

On August 31, 2022, based on guidance from the financing team, OCFA released and published an RFP seeking proposals from qualified lessors/banks for a 2022 equipment lease/purchase agreement, for which the proceeds will be used to purchase two all hazard firefighting/rescue helicopters (Sikorsky S-70 Type 1 helicopters) from United Rotorcraft. The financing terms requested in the RFP included 7-year, 10-year, and 15-year financing for a principal amount not to exceed \$58M (inclusive of aircraft purchase price, taxes, estimated cost of issuance, and project implementation/training costs) with annual interest and principal payments to commence in January 2024. The RFP also disclosed that 80% of the purchase price of the helicopters will be paid to the vendor after finance closing and in advance of helicopter delivery.

The purchaser/bank proposals were due on September 8, and a total of 7 proposals were received by the deadline. Following is a summary of the proposals received:

<b>Lessor/Bank</b>
Banc of America Public Capital Corp
Bank of the West
BankFunding, LLC
First American Equipment Finance
JP Morgan Chase
U.S. Bancorp Government Leasing and Finance, Inc.
Webster Bank

Following the evaluation of the proposals by an evaluation panel consisting of the financing team and OCFA personnel, Banc of America was ranked the highest firm with the proposal that is the most advantageous to the OCFA (*See Attachment 9 for Banc of America's proposal, and Attachment 10 for a summary of the top ranked, responsive bank bids*). With the Board's approval at the September 22 meeting, staff will return for final approval of the lease/purchase financing documents at the October 27 Board of Directors meeting.

Following are Banc of America's financing terms:

<b>Financing Term</b>	<b>Interest Rate</b>	<b>Estimated Annual Installment Payment</b>	<b>Estimated Total Interest Cost of Borrowing</b>
7-Years	3.1379%	\$9.40M	\$7.85M
10-Years	3.1379%	\$6.88M	\$10.84M
15-Years	3.1379%	\$4.93M	\$15.99M

Staff recommends engaging Banc of America with a 15-year financing term as this provides the greatest cashflow flexibility. At its September 14<sup>th</sup> meeting of the Budget & Finance Committee, the Committee approved staff's recommendation for a 15-year financing term.

#### **Approval of OCFA Local Debt Policy**

OCFA's Short-Term Debt Policy was approved by the Board of Directors in March of 2007 with the intended purpose to enhance the Board's ability to manage the Authority's cashflow in a fiscally conservative and prudent manner and to establish guidelines for the issuance and management of its debt. This Short-Term Debt Policy was primarily used for the issuance of Tax and Revenue Anticipation Notes (TRANs) to address negative cash balances that OCFA was experiencing during the months of July through mid-December given that Property Tax revenues, which represents 63% of OCFA's revenue sources, are received primarily twice a year in December and April. The last TRANs issued by OCFA took place in FY 2015/16 and since then, OCFA has addressed its cashflow needs through internal borrowing as part of the Budget process approved by the Board.

OCFA has not previously adopted a formal Long-Term Debt Policy. In the past, OCFA relied upon the provisions of the Amended Orange County Fire Authority Joint Powers Agreement (i.e., OCFA's JPA Agreement) to govern the issuance of long-term debt. Consistent with Article IV, Section 5 of OCFA's JPA Agreement, all long-term bond indebtedness requires the prior authorization of two-thirds of all member agencies. However, installment purchase agreements and leases which are subject to annual appropriation of lease payments as part of the budget

process, may be authorized by a majority vote of the Board of Directors. Therefore, OCFA is able to enter into long-term lease-purchase financing agreements by approval of the OCFA Board of Directors, without requiring approval by the individual member agencies of the OCFA, per OCFA's JPA Agreement.

Pursuant to Government Code Section 8855, a Report of Proposed Debt Issuance must be filed with the California Debt and Investment Advisory Commission (CDIAC) in connection with this financing. The Report of Proposed Debt Issuance contains a certification by the filing agency that it has adopted a "Local Debt Policy" which complies with the requirements of Government Code Section 8855(i). Such a policy must include:

- the purpose for which the debt proceeds may be used;
- the types of debt that may be issued;
- the relationship of the debt to, and integration with OCFA's capital improvement program or budget, if applicable;
- policy goals related to OCFA's planning goals and objectives; and,
- the internal control procedures that the agency has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

As such, OCFA's existing *Short-Term Debt Policy* does not meet all of the requirements established for the "Local Debt Policy" that is required by Government Code Section 8855 to complete the lease-purchase financing of the two Firehawks. Therefore, staff has prepared, in collaboration with Special and General Counsel, the proposed Local Debt Policy for Board consideration set forth in Attachment 4.

#### **Public Hearing for the Approval of Financing per Joint Exercise of Powers Act**

The Joint Exercise of Powers Act, Article 4 Local Bond Pooling, requires a public hearing to be held by a local agency (not the Joint Powers Authority) within whose boundaries the capital improvement will be located (or used) to approve the lease-purchase financing of the helicopters and to make a finding of significant public benefit. Given that the two Firehawks will benefit all OCFA member agencies, special counsel has advised that any one of the OCFA's member agencies may hold the required noticed public hearing. The relevant sections of Article 4, Local Bond Pooling Act (set forth in Government Code Section 6584 et seq.) specific to this requirement are referenced below:

*6586.5. (a) Notwithstanding Section 6587, an authority, or any entity acting on behalf of or for the benefit of an authority, may not authorize bonds<sup>1</sup> to construct, acquire, or finance a public capital improvement except pursuant to Article 1 (commencing with Section 6500), unless all of the following conditions are satisfied with respect to each capital improvement to be constructed, acquired, or financed:*

- (1) The authority reasonably expects that the public capital improvement is to be located within the geographic boundaries of one or more local agencies of the authority that is not itself an authority.*
- (2) A local agency that is not itself an authority, within whose boundaries the public capital improvement is to be located, has approved the financing of the public capital improvement and made a finding of significant public benefit in accordance with the*

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<sup>1</sup> For purposes of Government Code section 6586.5, "bond" is defined very broadly, and expressly encompasses lease-purchase agreements among several others. See Cal. Gov't Code § 6585(c)(4). That broad definition does not apply to the use of the term "bond" in OCFA's Amended Joint Powers Agreement, however.

*criteria specified in Section 6586 after a public hearing held by that local agency within each county or city and county where the public capital improvement is to be located after notice of the hearing is published once at least five days prior to the hearing in a newspaper of general circulation in each affected county or city and county.*

Therefore, staff considered which OCFA member agencies have historically gained “significant public benefit” from services provided by OCFA’s helicopters (and will continue to gain “significant public benefit” in the future from the new helicopters), including both OCFA Air Operations firefighting missions and EMS/hoist/rescue missions. The cities of Irvine and Yorba Linda certainly fit this criteria, and therefore, staff approached Vice Chair Kuo and Director Hernandez regarding the feasibility of coordinating this public hearing. With the support of the OCFA Board of Directors, staff recommends that the City Council of the City of Irvine or City of Yorba Linda, hold the noticed public hearing to consider approval of the financing at their earliest convenience in October 2022. Given the short window to coordinate such an item with city staff and city attorney, OCFA staff will partner with both cities to ensure that the required public hearing, findings and approval occur at the earliest opportunity. Once the public hearing requirement is met with either the City of Irvine or the City of Yorba Linda, OCFA staff will then retract its request for a public hearing from the remaining city.

Staff, Special Counsel and General Counsel all recognize that this is an unusual legal requirement that a member agency of a joint powers authority is required to approve financing to OCFA and to make the findings of “significant public benefit” from helicopters that will be operated by OCFA, not by the City conducting the public hearing. Nevertheless, the odd requirement in the Government Code applies to the lease-purchase agreement that is proposed, so the requirements need to be addressed.

**FY 2022/23 Budget Adjustments for One-time Costs**

The one-time costs associated with acquisition and implementation of the new Firehawk helicopters will be funded with lease-purchase financing proceeds, and need to be adjusted in Fund 133 (Fire Apparatus) of the OCFA’s Capital Improvement Program (CIP) budget for FY 2022/23.

<b><i>One-Time Costs – Increase CIP (Fund 133) Revenues &amp; Expenditures</i></b>		
Two Firehawk Helicopters (\$25,926,673 each)	51,853,346	
Taxes	4,018,634.32	
Performance Bond (Required by Lessor/Bank)	TBD	
<b>Helicopter Purchase</b>		<b>55,871,980</b>
FlightSafety Training (simulator - pilots)	389,400	
Sikorsky Training (pilots and mechanics)	568,460	
Employee Travel for Training	154,600	
<b>Training for Implementation</b>		<b>1,112,460</b>
Municipal Financial Advisor Services	\$26,000	
Special Counsel Services	\$16,000	
California Debt & Investment Advisory Commission (CDIAC) - Issuance Fee	\$5,000	
<b>Costs of Issuance</b>		<b>47,000</b>
<b><i>Total Expenditure Adjustment – One-Time Project Acquisition &amp; Implementation</i></b>		<b><i>\$57,031,440</i></b>
<b><i>Total Revenue Adjustment – One-Time Financing Proceeds</i></b>		<b><i>\$57,031,440</i></b>



### **Mid-Year Financial Review – Adjustments to Five-Year CIP**

The budget adjustment summarized above covers all budgetary needs that are anticipated to occur within the current fiscal year. In addition to the current fiscal year costs, staff will return to the Board of Directors in January of 2023 with the FY 2022/23 Mid-Year Financial Review, to include necessary adjustments to the CIP for annual lease-purchase installment payments effective starting January 2024. As reviewed with the Board of Directors at the July 28, 2022 meeting, staff will propose any other CIP project adjustments that may be needed for prioritization of capital projects in a manner that matches the project timing with project funding. There are benefits of making these adjustments as part of the mid-year financial review since this timing allows staff to review all other budgetary changes that may impact the timing of CIP funds, including actual property tax revenue values for the current fiscal year, and any labor cost adjustments, if applicable.

### **FY 2023/24 Budget Development & Future Supporting Actions**

A lease-purchase program is a tool used by government entities to finance small to mid-sized capital projects, equipment, replacements, and acquisitions. Unlike a traditional lease, with a lease-purchase the lessee selects, purchases, and owns the assets. The lessor is listed on the title document as the lien-holder. As such, a lease-purchase agreement is not considered an indebtedness for Amended JPA purposes, but rather a lease subject to annual appropriation of lease payments as part of the annual budget process. By spreading out lease payments over time, rather than paying for a large amount of equipment all at once, a lease-purchase agreement is an effective cashflow tool.

Guaranteed maintenance programs (GMP) or Total Assurance Programs (TAP) provide certainty for the erratic and often hard-to-predict behavior of maintenance costs. The program serves as a maintenance support program covering the cost of parts and replacement. These programs minimize maintenance cost variability and optimize predictable financial planning by level loading the scheduled and unscheduled maintenance costs at a fixed rate per flight hour.

The Total Assurance Program (TAP) program by Sikorsky delivers tailored maintenance support meeting OCFA requirements and minimizing cost. The TAP maintenance support program covers the cost of parts replacement. TAP minimizes aircraft maintenance cost variability and provides predictable financial planning by level loading the scheduled and unscheduled maintenance costs at a fixed rate per flight hour. This will provide OCFA with a “known” and “guaranteed” cost over the life of the program, while allowing the aviation section to focus on our firefighting and rescue mission. Sikorsky supplies replacement parts needed to maintain the helicopter in serviceable condition. The program includes parts that require scheduled repair or replacement, corrective maintenance, airframe line replaceable units, avionics, navigation, and communications. The TAP offers to repair or replace all parts that become unserviceable at a fixed rate per flight hour flown. The fixed rate per flight hour is calculated and included in the TAP Agreement. On average, the TAP hourly rate can be expected to cover more than 95% of part costs experienced during the term of the agreement.

GE True Choice maintenance program is structured on a cost per engine flight hour. The program covers scheduled and unscheduled engine removals, service bulletins, airworthiness directive coverage and provides a comprehensive remote diagnostic for trend monitoring. The program also covers spare engine availability, logistical support, and foreign object damage. The program will maximize operational reliability by maintaining all engine components – which include all Line Replacement Units (LRUs) and all external accessories (i.e., all other parts as referenced in the Spare Parts Catalog) – to GE and CFM manuals and recommendations.

<u>Annual Estimated On-going Maintenance Costs</u>	
Total Assurance Plan (TAP)	\$1,300,000
General Electric MPC Engine Maintenance Plan	\$936,000
<b>Estimated Total Maintenance Costs (On-going Costs)</b>	<b>\$2,236,000</b>

OCFA Air Operations operates two Bell 412 helicopters year-round averaging 300 flight hours per aircraft. The Air Operations section intends to move both Bell 412s into a secondary position behind the two Firehawks. It is estimated that each Bell 412 aircraft will go from 300 flight hours to 50 flight hours annually. The reduction in flight hours will result in cost savings directly related to our maintenance costs specifically for these two aircraft, which will slightly offset the increased operating costs for the new Firehawk helicopters. Current maintenance costs for each Bell 412 averages \$1,025 per flight hour. The reduction in flight hours is projected to have a cost of \$102,500 annually versus a current approximate annual cost of \$615,000. The cost savings to the Air Operations operating budget is estimated at \$512,500. Both aircraft recently completed their 2500-hour heavy maintenance and are only scheduled for routine maintenance. The reduction in flight hours will also help slow future maintenance expenditures as the flight hours would continue to increase to the next heavy maintenance benchmarks.

Total on-going operating costs for future annual operations of the new Firehawk helicopters are detailed in Attachment 5, with an offset for the savings described above associated with the Bell 412s. Please note that these on-going operating costs are presented here to ensure the Board has all pertinent information when deciding whether to move forward with the program. As such, Staff is not asking the Board to take action on this category of costs at this time. This detail will serve as the basis for adjustments that will be included in the proposed budget development for FY 2023/24 for Board consideration.

#### **Return loaned Federal Excess Property Program UH-1H Super Huey helicopters to the federal government**

OCFA Chief of Maintenance is responsible for returning UH-1H Helicopters 3 and 4 through the Federal Excess Personal Property Program (FEPP). Currently, Helicopter 4 is expected to be transferred to the Kern County Fire Department and the details of the transfer are still forthcoming. Staff continues to work through the procedures needed to return Helicopter 3 as it was the aircraft that had unresolvable vibration while in flight.

#### **Trauma Center Update**

At the July 28, 2022 meeting of the Board of Directors, the Board requested staff to return with additional information regarding coordination with the trauma hospitals for landing zone accommodations or alternatives. Following is the additional detail in coordination with the local trauma centers.

Special Operations Division Chief Tim Perkins met with Mission, OC Global and UCI Hospital staff to discuss configuring their trauma center heliports to accommodate larger helicopters, including the Sikorsky S-70 helicopter. Heliports are small airports suitable for use by helicopters and some other vertical lift aircraft. All three hospitals acknowledged that the Southern California trauma center community is already in discussions specific to accommodating the transfer of critical patients by larger, more capable helicopters. These discussions are of special interest not just to the OCFA but to any agency charged with protecting and saving the lives of critical patients in Orange County. Case in point, Type 1 helipad upgrades would empower the United States Coast Guard to transport critical patients from near-shore Orange County rescues directly to the

region's trauma centers, replacing their current practice of transport to trauma centers outside Orange County.

Recognizing these and many other benefits, administrators in Orange County's three hospital trauma centers are engaging in formal review and assessments by the regulatory agencies (CALTRANS) and heliport design companies. While the OCFA supports these assessments, there has been no discussions between the agency and the trauma centers regarding the cost of helipad upgrades, nor an expectation established that OCFA would be involved in funding.

Until the aforementioned helipad upgrades come to fruition, there are several viable alternatives that already, or soon could, enable OCFA's proposed Sikorsky S-70 helicopters to safely and efficiently transport critical patients to Orange County trauma centers, including:

- **Mission Hospital** and Saddleback College have an existing agreement with OCFA to utilize two separate helispots on their campus. Helispots are landing areas that operate without a formal permit through Caltrans and are allowed to land up to 12 times a year during non-emergency incidents. As part of the college's emergency mitigation plan for mass casualty incidents, these two helispots can accommodate the S-70M helicopter(s). Saddleback College is less than half a mile from Mission Hospital. Offloading patients in close proximity to a trauma center is consistent with current operations where landings to transfer patients to a waiting ambulance occur routinely (see Attachments 6 and 7).
- **OC Global Hospital** - Chief Perkins met with OC Global staff to evaluate the efficacy of utilizing the current trauma center heliport. OC Global's heliport is ground-level based and currently, like the other OC trauma centers, can accommodate the helicopters that OCFA currently operates. They do have an interest in being able to accommodate larger helicopters and have reached out to two independent heliport design firms to evaluate what is needed to accommodate larger helicopters. Chief Perkins and OC Global staff agreed that minor adjustments to the existing heliport will be needed (see Attachment 6).
- **UCI Hospital** utilizes a concrete ground-based heliport that sits on a built-up grass berm. Los Angeles County Fire's S-70i and Los Angeles County Sheriff's AS332 Super Puma helicopters are both large helicopters that have utilized the UCI heliport for patient transport when assisting OCSO and OCFA on remote rescues in Orange County. While evaluating the current helipad, it was confirmed that wheeled aircraft have no issue landing on the concrete part of the helipad. However, the concrete pad and berm would need to be extended by 12' feet to meet the standards necessary for larger helicopters (see Attachment 6).

Until then, OCFA is in the process of completing an agreement with North Net Fire Training Center, which currently has a permitted helipad that supports Type 1 helicopters. This helipad, which is approximately one mile from UCI Hospital, can be used to transfer patients to awaiting ambulances for the ground transfer (see Attachment 8).

- **CHOC Hospital** in the City of Orange was recently designated as a Level 1 pediatric trauma center. As such, Chief Perkins will follow up with their administration to discuss helipad accommodations.



### ***California Environment Quality Act (CEQA) Exemptions***

CEQA's Class 1, Existing Facilities Exemption, applies to the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private facilities, structures or topographical features involving negligible or no expansion of an existing or former use. (14 Cal. Code Regs., tit. 14, § 15301.) The Fullerton Airport is home to existing aerial facilities and operations including the hangar and related facilities currently operated by OCFA. No expansion of the hangar or related facilities would be required in connection with the acquisition of the helicopters. The two Sikorsky S-70 helicopters acquired would replace two UH-1H Super Huey helicopters that operate from the same facility in the same location. Based on the foregoing, approval of the acquisition of the helicopters calls for the operation of existing public and private facilities with no or negligible expansion of an existing use and the Class 1 Exemption therefore applies.

### **Attachment(s)**

1. United Rotorcraft Master Purchase Agreement (*Current draft*)
2. FlightSafety International Professional Services Agreement (*Current draft*)
3. Sikorsky Professional Services Agreement (*Current draft*)
4. Resolution Adopting Local Debt Policy
5. Projected Annual Operating Costs, Post-Project Implementation
6. Mission Hospital, OC Global, UCI Hospital Helipads
7. Saddleback College Helipad Plan
8. North Net Fire Training Helipad Plan
9. Banc of America Public Capital Corp Lease Purchase Financing Proposal
10. Top ranked, responsive bank bid results

**ORANGE COUNTY FIRE AUTHORITY  
MASTER PURCHASE AGREEMENT  
(SIKORSKY S-70M FIREHAWK)**

THIS MASTER PURCHASE AGREEMENT ("Agreement") is made and entered into this 22nd day of September, 2022 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and United Rotorcraft, a division of Air Methods Corporation, a Delaware corporation ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA seeks to obtain two (2) Sikorsky S-70M helicopters modified to include the Firehawk configuration (the "Aircraft"), hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a proposal dated August 18, 2022, incorporated herein by this reference ("Proposal"); and

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, the Aircraft on the same terms, conditions, and pricing as further set forth in Section 1.1 of this Agreement;

**AGREEMENT**

NOW THEREFORE, OCFA and Contractor mutually agree as follows:

**SECTION ONE**

**1.1 Scope of Agreement.** In compliance with all terms and conditions of this Agreement, OCFA shall procure the Aircraft from Contractor as more fully detailed in Exhibit "A", attached hereto, and this Agreement includes by reference and by addendum: (1) Contractor's Proposal, (2) Contractor's General Terms and Conditions for Aircraft Sale and Modifications ("Terms and Conditions"), and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work"). In the event of any inconsistency between the terms contained in Exhibit "A", and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then Exhibit "A" shall govern, in that order, except to the extent that any term in the main body of this Agreement specifically states that the corresponding term in Exhibit "A" governs.

**1.2 Term.** This Agreement shall commence on the Effective Date, and continue in full force and effect for one (1) year, unless earlier terminated in accordance with Section 3.8 of this Agreement. The Agreement may be renewed on the same terms and conditions upon mutual written agreement between OCFA and Contractor and will automatically renew on a month-to-month basis until completion of the Project, if applicable.

**1.3 Compensation and Payment.** For the Goods or Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing

and payment terms set forth in Exhibit "A," attached hereto. Notwithstanding the foregoing, the Parties acknowledge and agree that the purchase of the Aircraft contemplated by this Agreement is made expressly contingent upon OCFA's ability to secure third-party funding and financing ("Outside Funding") for said purchase. OCFA is anticipated to, but is not required to, secure the Outside Funding by November 7, 2022. OCFA retains the sole discretion to accept or reject the Outside Funding for any reason whatsoever. As such, OCFA may terminate this Agreement on or before November 7, 2022, upon written notice to Contractor and without penalty, for the sole reason of its failure to secure Outside Funding.

In addition, and as set forth in Exhibit "A", OCFA's first payment for all milestones achieved at the time of execution of this Agreement shall be made within seven (7) days of the earlier of the date by which OCFA obtains Outside Funding or November 7, 2022 (if not terminated), whichever occurs first. If OCFA fails to make the first payment in accordance with these terms, Contractor may immediately terminate this Agreement upon written notice to OCFA.

**1.4 Contractor's Representative.** The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Bryan Young, Customer Support Manager. The foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the work hereunder. The foregoing principal may be changed by Contractor upon written notice to OCFA

**1.5 Contract Administrator.** The Contract Administrator shall be Tim Perkins, Division Chief – Special Operations unless otherwise designated in writing by OCFA. It shall be Contractor's responsibility to keep the Contract Administrator fully informed of the progress of the provision of the Goods or Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Administrator. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Administrator.

**1.6 Notices.** Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority  
Attention: Sara Kennedy, Purchasing  
Division Manager  
1 Fire Authority Road  
Irvine, CA 92602

**WITH COPY TO:**  
David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To Contractor:  
United Rotorcraft  
Attention: Sr. Dir. Program Management  
7301 South Peoria Street  
Englewood, CO 80112

**WITH COPY TO:**  
Air Methods Corporation  
Attention: Legal Department  
5500 South Quebec Street, Suite 300  
Greenwood Village, CO 80111

## **SECTION TWO**

**2.1 Substitutions.** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior OCFA written approval.

**2.2 Delivery.** Time of delivery of Goods or Services is of the essence in this Agreement. In accordance with Exhibit "A" and the Terms and Conditions therein, OCFA reserves the right to refuse any Goods or Services not conforming to the Statement of Goods or Services to Be Provided, as set forth in Exhibit "A". Acceptance of any part of the order for Goods shall not bind OCFA to accept future shipments nor deprive it of the right to return Goods already accepted in accordance with the Terms and Conditions. Over-shipments and under-shipments of Goods shall be only as agreed to in writing by OCFA. The Project shall not be deemed to be complete until all Goods or Services have actually been received and accepted by OCFA.

**2.3 Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods deemed necessary under this Agreement, unless otherwise specified in Exhibit "A" and the Terms and Conditions.

**2.4 Taxes.** OCFA is subject to and responsible for all applicable sales and use tax. Unless otherwise provided herein or by law, prices do not include applicable sales or use tax and will be invoiced to OCFA as a separate line item. OCFA will pay sales tax directly to the state of California if not collected by the Contractor.

**2.5 Acceptance.** The Acceptance procedures are outlined in the Terms and Conditions.

**2.6 Payment.** With the exception of the first payment due hereunder as described above, in any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to OCFA an invoice for Goods provided and Services rendered prior to the date of the invoice. Invoices should be sent by electronic mail to:

**Orange County Fire Authority, Accounts Payable**  
[ap@ocfa.org](mailto:ap@ocfa.org)

OCFA shall pay Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice. Partial payments are authorized for partial shipments with signature approval.

**2.7 [Reserved].**

**2.8 Provision of Additional Goods or Services.** Contractor shall provide Goods or Services in addition to those specified in Exhibit "A" if mutually agreed upon by the Parties in writing, provided that Contractor shall not be required to provide any additional Goods or Services without compensation. Additional compensation in an amount within management authority must be approved in writing by the Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors. In the

event any change or changes to the Goods or Services is requested by OCFA and agreed upon by Contractor in writing, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees.

**2.9 Reports/Meetings.** As reasonably required by the Contract Administrator, the Contractor shall develop reports and any other relevant documents necessary to complete the requirements set forth in this Agreement. The OCFA's Contract Administrator and Contractor's Representative will meet on reasonable advance written notice to discuss Contractor's performance and progress under this Agreement. If requested, Contractor's Representative and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by OCFA for the purpose of monitoring progress under this Agreement.

**2.10 Records.** Contractor shall keep such books and records as shall be necessary to properly provide the Goods or Services required by this Agreement and enable the Contract Administrator to evaluate the performance of such requirements. The Contract Administrator shall have full and free access to such books and records, with the exception of any confidential or proprietary information of Contractor, at all reasonable times upon reasonable advance written notice, including the right to inspect, copy, audit and make records and transcripts from such records, all at OCFA's sole cost and expense.

**2.11 Performance.** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the reasonable satisfaction of OCFA. Contractor shall be responsible for the quality, technical assurance, timely completion and coordination of all documentation and other Goods or Services furnished by Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

Contractor shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

**2.12 Time for Completion and Liquidated Damages.** All Goods or Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Exhibit "A". Contractor agrees to the assessment of liquidated damages in the amount of one thousand dollars (\$1,000.00) for each calendar day one or both Aircraft is/are not delivered beginning on the thirty-first (31<sup>st</sup>) day following the expiration of the delivery date prescribed in Exhibit "A". OCFA may deduct the amount thereof from any monies due or that may become due to Contractor under this Agreement. The foregoing liquidated damages, however, shall not apply to the extent any delay in delivery is caused by: (i) a mutually agreed upon change order; (ii) any delay caused solely by OCFA; (iii) a force majeure event; or (iv) any delay caused solely by the tank manufacturer.

**2.13 Contractor Personnel.** If providing services, the Contractor warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services.

**2.14 Conflict of Interest – Contractor’s Personnel.** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of OCFA. This obligation shall apply to the Contractor; Contractor’s employees, agents, and relatives; sub-tier Contractors; and third-parties associated with providing Goods or Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of OCFA.

Further, the Contractor warrants that no gratuities in the form of entertainment, gifts or otherwise were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of OCFA with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, OCFA shall have the right to terminate the Agreement, either in whole or in part.

**2.15 Conflict of Interest – OCFA Personnel.** The OCFA General Order 06 prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Agreement, employ any OCFA employee for any purpose.

**2.16 Confidentiality.** Information obtained by Contractor from OCFA in the performance of this Agreement that is in tangible form and clearly marked as confidential shall be treated as strictly confidential and shall not be used by Contractor for any purpose other than the performance of this Agreement without the written consent of OCFA.

**2.17 News/Information Release.** Each Party agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this Agreement without first obtaining review and written approval of said news releases from the other Party, through OCFA’s Communications Director or Contractor’s authorized personnel.

**2.18 Licenses and Permits.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law to provide the Goods or Services required by this Agreement.

**2.19 Sub-Contracting.** The Contractor shall not contract with any other entity to provide in whole or in part the Goods or Services required hereunder without the express written approval of the Purchasing Manager. Notwithstanding the foregoing, OCFA acknowledges and agrees that Contractor is purchasing the base aircraft and other major components, including but not limited to the tank, from third party suppliers and that, to the extent that such third party suppliers are not providing Services, they shall not be considered subcontractor(s) or subconsultant(s) for purposes of this Section 2.19. If Contractor is authorized to subcontract any part of the work specified herein, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons

directly employed. OCFA will deal directly with and will make all payments to Contractor. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Contractor shall ensure that all subcontractors maintain insurance in accordance with the requirements set forth herein, or any other insurance requirements as may be approved in writing by the Purchasing Manager, are complied with prior to commencement of work by each subcontractor.

**2.20 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Contractor for work performed by any subcontractor or subconsultant providing Goods or Services but not authorized in writing by the Purchasing Manager, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**2.21 Force Majeure.** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, pandemic, quarantine restrictions, riots, strikes, freight embargoes, major supply chain disruptions, and unusually severe weather if Contractor shall within five (5) business days of the date upon which Contractor is aware of the impact of such event notify the Contract Administrator who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for providing the Goods or Services for the period of the enforced delay when and if in the Contract Administrator's reasonable judgment such delay is justified.

**2.22 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, unless in accordance with the Terms and Conditions. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release either Party from any liability hereunder without the express written consent of the other Party.

**2.23 Proof of Insurance (If Applicable).** Each Party must furnish the other Party with the documents specified in Exhibit "A" proving the necessary levels of insurance coverage, as required.

**2.24 Warranty.** In accordance with Exhibit "A", Contractor expressly warrants that the Goods or Services covered by this Agreement are 1) free of liens or encumbrances, and 2) merchantable and good for the ordinary purposes for which they are used.

**2.25 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") to the extent arising out of any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this

Agreement, or to the extent arising out of an alleged breach of this Agreement by Contractor, including the payment of all expert witness fees and attorneys' fees.

Notwithstanding the foregoing, and only to the extent that the work performed by Contractor are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

To the fullest extent permitted by law, OCFA shall defend (at OCFA's sole cost and expense with legal counsel reasonably acceptable to Contractor), indemnify and hold Contractor, its board members, officers, employees and agents, free and harmless from any and all Claims to the extent arising out of the sole negligence or willful misconduct of OCFA, its officers, directors, employees or agents in connection with this Agreement, or to the extent caused solely by an alleged breach of this Agreement by OCFA, including the payment of all expert witness fees and attorney's fees.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit either Party's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the other Party, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

**2.26 Independent Contractor.** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the provision of Goods or Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

If providing Services, Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service.



No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the provision of Goods or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the provision of any Goods or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of providing any Goods or Services hereunder. If for any reason any court or governmental agency determines that OCFA has financial obligations, other than pursuant to Section 1.3 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

**2.27 Employee Retirement System Eligibility Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Goods or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of OCFA.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Goods or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

### **SECTION THREE**

**3.1 Governing Law and Venue.** This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**3.2 Compliance with Laws.** Contractor represents and warrants that all Goods or Services rendered hereunder shall be provided in accordance with all applicable laws, ordinances, resolutions, statutes, rules, and regulations of any federal, state or local governmental agency of competent jurisdiction.

**3.3 Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs,

or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

**3.4 Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

**3.5 Calendar Days.** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

**3.6 Amendments.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on OCFA unless authorized by the Purchasing Manager in writing.

**3.7 Entire Contract.** This Agreement contains the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

**3.8 [Reserved].**

**3.9 [Reserved].**

**3.10 Breach of Contract.** The failure of either Party to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such event the non-breaching Party may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- Except as otherwise provided in this Agreement, the non-breaching Party will provide the breaching Party written notice of the breach and thirty (30) days or such shorter time that may be specified in this Agreement within which to cure the breach;
- In the case of a payment breach by OCFA, except for a failure to make the first payment which is governed by Section 1.3 above, Contractor will provide OCFA with written notice of the breach and ten (10) days within which to cure the breach, after which Contractor may suspend services if OCFA does not cure during such time period;
- In the case of a breach by Contractor, discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
- In the case of a breach by Contractor, withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed to OCFA.

**3.11 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**3.12 Remedies Not Exclusive.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**3.13 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

**3.14 Non-Liability of OCFA Officers and Employees.** No officer or employee of either Party shall be personally liable to the other Party, or any successor-in-interest, in the event of any default or breach by such Party or for any amount which may become due to the other Party or its successor, or for breach of any obligation of the terms of this Agreement.

**3.15 Non-Discrimination.** Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to ensure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

**[Signature Page follows]**

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the date first written above.

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Division Manager

**APPROVED AS TO FORM.**

**ATTEST:**

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

\_\_\_\_\_

David E. Kendig  
General Counsel

Maria D. Huizar  
Clerk of the Authority

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

**“CONTRACTOR”**

**UNITED ROTORCRAFT, A DIVISION OF  
AIR METHODS CORPORATION**

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

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

[Name]  
[Title]

**EXHIBIT “A”**  
**Statement of Goods or Services to Be Provided**

DRAFT



**Orange County Fire Authority  
FIREHAWK S-70M Completion Proposal  
Pricing Proposal**

**Document No. GP21-007**

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## **S-70M FIREHAWK**

Completion Proposal

Orange County Fire Authority

Document No. GP21-007

THIS PROPOSAL SHALL NOT BE DUPLICATED, USED, OR DISCLOSED - IN WHOLE OR PART - FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL OR QUOTATION. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFER OR AS A RESULT OF - OR IN CONNECTION WITH - THE SUBMISSION OF THIS DATA, ORANGE COUNTY FIRE AUTHORITY SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT OR THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED.

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**1 Cover Letter** 08/18/2022

Orange County Fire Authority

RE: S-70M FIREHAWK

United Rotorcraft (UR), a division of Air Methods Corporation (AMC), is pleased to submit this proposal to Orange County Fire Authority for budget planning and purchase of two (2) S-70M FIREHAWK.

United Rotorcraft has consistently provided FIREHAWK services for over 25 years. With our in-depth understanding of the firefighting operating environment, we strongly believe we can offer Orange County Fire Authority the SAFEST, MOST RELIABLE AND MOST ECONOMICAL products.

**Your Mission Is  
Our Mission. We  
provide  
innovative  
solutions to the  
global  
community,  
enabling our  
customers to  
save today and  
preserve  
tomorrow.**

We are pleased to include in this proposal, details of United Rotorcraft's background and experience in firefighting and EMS completions, details of our financial health and stability, program management approach, certification approach, a statement of work, and our delivery process. We have ensured that this proposal meets all the requirements of Orange County Fire Authority.

Detailed information on our proposed configuration and work that will be conducted during the FIREHAWK conversion are contained in the relevant sections of this proposal. The proposed configuration demonstrates our efforts at achieving the most comprehensive and effective S-70M FIREHAWK solution for our clients. Our deep and unparalleled understanding of the firefighting industry gives us the unique opportunity of understanding the impact our performance has on our clients' overall operations.

We look forward to discussing our submission in detail. Thank you for the opportunity to tender for this project.

On behalf of United Rotorcraft,

Yours sincerely

Larry Alexandre

## 2 Executive Summary

### 2.1 Introduction

United Rotorcraft (UR), a Division of Air Methods Corporation (AMC) is pleased to submit this Proposal to the Orange County Fire Authority (OCFA) with the information necessary to support budget planning, scheduling and contracting for the S-70M Black Hawk and associated conversion to the new FIREHAWK helicopter with the Kawak Tank. This UR proposal provides a description of the equipment and systems included in this proposal, our ability in managing complex helicopter modifications, a comprehensive statement of work, pricing, and terms and conditions for this program.

We look forward to working with Orange County Fire Authority on the production of their new FIREHAWK helicopters, and we appreciate the opportunity to review this proposal, discuss any questions, finalize the plan for the program, and contract with United Rotorcraft.

### 2.2 Background

UR is uniquely qualified to provide these services after successfully developing and supporting multi-mission helicopter modifications and operators for over 25 years. The evidence of this includes the FIREHAWK helicopter and equipment in operation at Los Angeles County Fire Department (LACoFD), CAL FIRE, and San Diego Fire-Rescue, along with our own AMC fleet and several third-party EMS operators. As a division of AMC, the largest air medical service provider in the world, operating over 450 EMS helicopters and airplanes throughout the United States, UR has become the full-service provider of integrated mission systems for air and ground transport vehicles. We work with customers throughout the life cycle of the aircraft, performing product development and integration, training, and logistics support (spares and maintenance) to meet and exceed customer requirements.

To be successful over this long history, UR has developed many internal capabilities that are integral to the modification and support of complex multi-mission helicopters. One of these internal capabilities includes the AMC *FAA Organization Designation Authorization* (ODA) to develop and approve aircraft STC's, modifications and mission systems. This delegation by the FAA to AMC is provided through our commitment to engineering, program management and compliance with regulations that help ensure airworthy and reliable equipment and aircraft.

United Rotorcraft has also been a DoD contractor since 1991 providing mission systems to the U.S. Army and Air Force both as a prime contractor and sub-tier subcontractor. UR has been developing Patient Handling Systems (PHS) and Crew Seating for the UH-60A/L and UH/HH-60M Medical Evacuation (MEDEVAC) Black Hawk helicopters with the U.S. Army and foreign militaries, such as the Swedish Armed Forces Combat Search and Rescue, for over 20 years.

Our combined experience has resulted in over a *thousand vehicles* (aircraft and armored ground vehicles) configured with UR equipment. This number continues to grow as we continue to deliver equipment to the US Army for the Black Hawk helicopters, BAE Armored Multi-Purpose Vehicle (AMPV), General Dynamics Stryker wheeled armored ground vehicles.

UR has demonstrated its expertise in developing and managing the complete life cycle of integrated multi-mission systems in these multi-year programs. The critical path to

success requires early and continuous communication with the customer to develop (or document) their mission profile, identify the right equipment to support the mission, and integrate the systems to ensure full and complete functionality within the vehicle platform. Our success is the result of working with our customers throughout the entire life cycle of the aircraft or vehicle with emphasis on the development and integration phases.

UR is leveraging this experience and process to work with Sikorsky Aircraft and other suppliers of firefighting water tanks, avionics, search lights, and hoists to gather data, price and schedule needed to provide OCFA with this proposal.

Fig. 2.1

### **FIREHAWK – Multi-Mission Capability**



Fig. 2.1 FIREHAWK Multi-Mission Capability

### 3 S-70M Description

The S-70M Black Hawk is a twin-turbine engine T-700-GE-701D with P09 EDECU, single rotor, semi-monocoque fuselage helicopter, with cabin space for six crew and room to expand to 13 passenger seats. The S-70M is equipped with four (4) wide chord composite ballistically tolerant blades with an articulating rotor system. The aircraft contains a rotor brake. The S-70M has a three (3) point main landing gear system. Two forward main landing gear contain dual oleo shock shuts and kneeling capability. The tail landing gear is a two-stage strut with tail wheel swivel capability. The S-70M comes with crashworthy self-sealing fuel cells which have been tested to the 65-foot drop standard. The S-70M is designed to provide a 30-minute run-dry capability for transmission and all drive system gearboxes.

The S-70M electrical system is based on two 115/200 VAC generators which power two independent AC primary buses. A portion of each AC primary bus load is converted to 28 volts direct current (VDC) by two 400 ampere AC/DC converters. The 28 VDC is distributed by two, independent DC primary buses and a DC essential bus. In the event of an AC or DC power source failure, the power system will automatically reconfigure to provide power to the associated failed bus in less than 50 milliseconds. When on the ground the APU powers all buses.

The S-70M standard Integrated Vehicle Health Management System includes rotor track and balance; engine, gearbox, and drive train monitoring; maintenance information/diagnostics; exceedance monitoring; and cockpit voice recorder. HUMS functions are divided into usage and monitoring. HUMS records all flight data parameters through each phase of flight.

The S-70M comes with an active vibration control system that uses force generators to counterbalance the measured aircraft vibration. An extensive set of accelerometers allows for precise vibration monitoring and control making the active vibration control system for the S-70 an industry standard.

A 9000-pound load capable cargo hook is mounted on the lower fuselage, a control panel on the upper console, a release button on each cyclic stick grip, one emergency button on each collective stick grip, as well as a firing key in the cabin for use by the crew chief.

The S-70M contains a wire strike protection system. The system consists of deflectors on the cockpit nose area and cable cutters in front of the main rotor and on the landing gear drag beam.

The S-70M contains full provisions for an overhead external rescue hoist.

The S-70M consists of the following avionics:

- Two (2) data concentrator units
- Two (2) air data computers
- Dual (2) digital automatic flight control system with coupled flight director
- Electronic standby instrument system
- Digital clock
- Dual (2) master warning panels
- Dual (2) heated pitot static system
- Magnetic standby compass
- Radar altimeter



- 
- VOR/ILS receiver
  - Low-frequency automatic direction finder (LF/ADF)
  - Integrated digital map provisions
  - Dual (2) multi-function slew controllers
  - NVG compatible cockpit displays
  - Flight management system with dual color control display units, CMA-2082MC
  - Four (4) landscape, C4A color multi-function flight displays (NVG compatible)
  - Dual UHF/VHF-AM/FM radios, Raytheon MXF-4027
  - Four (4) station, digital intercom communications system (ICS), Telephonics IFF transponder including Modes 1, 2, 3A and Mode C and S, BAE APX-117A
  - Emergency locator transmitter – three (3) frequencies including COSPAS/SARSAT with GPS position broadcast, Artex C-406N
  - Dual embedded global positioning/inertial navigation unit (EGI), SPS, Honeywell H-764
  - Helicopter Terrain Awareness System (HTAWS), Sandel ST3400H
  - Troop commander ICS cabin station
  - TACAN/DME
  - Aft transition section avionics cooling fan (150 cfm)
  - Performance planning calculator

---

## 4 Statement of Work

### ***4.1 Aircraft Customization & Programmatic Overview***

The following descriptions of key milestone activities, processes and design review activities are provided in summary description as they would normally be expected to occur chronologically through each aircraft project plan.

#### ***4.1.1 Contract Award and Kick-Off Meeting***

Upon contract award, a Customer Support Manager (CSM) will be assigned to your aircraft. The CSM will schedule a Kick-off meeting (KOM) and System Requirements Review (SRR) with OCFA to review the contract details and refine the Statement of Work (SOW). At this meeting schedule milestones for the aircraft completion will be defined. For the duration of the contract the dedicated CSM will work with the OCFA PM to provide schedule updates and coordinate aircraft completion activities.

#### ***4.1.2 Program Management/Customer Support***

Upon contract award, the Program Management Baseline (PMB) will be defined. An Integrated Master Plan (IMP) and a detailed Integrated Master Schedule (IMS) will be created to track all design, manufacturing, and aircraft completion activity. These tools will be the basis of the program management performance measurements and controls that will be updated weekly to ensure the aircraft design and completion performs to the schedule. A Running Action Item List (RAIL) report will also be created to document action items and due dates.

After the KOM/SRR long lead-time procurement items will also be defined and purchase orders will be placed appropriately according to lead-time.

#### ***4.1.3 Design And Airworthiness Demonstration***

The SRR will be conducted to ensure that the system and certification requirements have been completely and properly identified and that there is a mutual understanding between OCFA and UR. As exit criteria of SRR, the SOW will be updated and approved by all stakeholders. This milestone will kick-off internal design and certification efforts.

Approximately 30-45 days after SRR, a Preliminary Design Review (PDR) will be held. At this milestone initial design and analysis will be complete and a technical assessment will be conducted to confirm that the system will be operationally effective and meet all design criteria. Upon completion of PDR, all system interface and compliance requirements will be defined, and the preliminary product structure will be released to production.

Approximately 60-90 days after PDR a Critical Design Review (CDR) will be held. The intent of CDR is to confirm that the systems can proceed into fabrication, installation, and test and can meet stated performance requirements within cost, schedule, and risk. At this milestone detailed design and analysis will be complete, and the majority of drawings will be released to production.

Throughout the design process the UR CSM will keep the OCFA PM updated on design progress and continue to get OCFA input into design and functionality questions as they arise. As necessary, additional In-Process Reviews (IPR's) will be scheduled to facilitate design and certification discussions.

---

#### ***4.1.4 Aircraft Completion***

Upon arrival in Englewood, a similar induction process will be followed. A UR technician will complete a flight test, a mechanical inspection will be performed, and any incoming squawks will be documented. Loose equipment will be inventoried, the aircraft work order will be opened, and the aircraft will be weighed. Throughout the process of opening the aircraft, the mechanics will note any items that require discussion or correction in the aircraft work order. The CSM will work with OCFA to agree on anything that requires disposition and track the corrective actions.

Throughout the aircraft completion the IMS will be updated, documenting kit manufacturing and installation progress.

At any point during the completion, we welcome OCFA to visit and review the aircraft progress.

#### ***4.1.5 Change Orders***

The process for handling Contract Change Orders (CCO's) will be finalized in the KOM. When the need for new or reduced scope is identified, the UR CSM will propose a solution with scope, schedule, and price (if applicable). OCFA and the UR CSM will work out the details of an acceptable solution and then the UR CSM will provide a CCO with scope, schedule and price. The CCO must be approved by both the OCFA Project Manager and OCFA Purchasing Manager, and then UR will execute the change order and update program management documentation.

#### ***4.1.6 Aircraft Close and Testing***

When all installations are complete and system check-outs have been performed the aircraft will be closed. A maintenance status report will be reviewed to ensure there are no open maintenance items that need to be completed before closing the aircraft. After the aircraft is closed the final weight and balance will be performed. For the first article aircraft, extensive ground testing, functional testing, and flight testing will be performed. It is expected that this will take approximately two (2) weeks to complete.

#### ***4.1.7 Aircraft Delivery***

Following successful ground and flight testing, the aircraft will be moved to the delivery hangar and prepared for delivery. UR has a dedicated delivery team consisting of a mechanic, an electrical technician, a quality inspector, and the CSM. The delivery team will verify that all discrepancies noted in the induction process and in the WO are closed and will complete a final mechanical and functional review of the aircraft. All loose equipment will be inventoried and displayed in the delivery hangar. Aircraft records will be reviewed, and the documentation will be compiled in an electronic format agreed between UR CSM and OCFA.

When the aircraft is ready for delivery the UR CSM will complete an inspection of the aircraft and all documentation prior to presentation to OCFA. An acceptance data package, agreed upon by UR and OCFA, will be prepared tailored to the OCFA specific completion scope.

---

On the agreed delivery date, UR will present the aircraft to OCFA for acceptance. The specifics of the delivery process will be agreed between OCFA and UR PM, but will generally include the following:

- Review of closed induction or in-process discrepancies and corrective actions
- Mechanical inspection with panels open
- Aircraft records review
- Review of the deliverables in the SOW
- Demonstration of the functionality of all systems on the ground
- Demonstration of the performance of all systems in flight
- Review of loose equipment inventory

When OCFA agrees that the aircraft complies with all delivery requirements, a customer acceptance form will be signed by both parties. At this time the final payment invoice will be provided and Orange County Fire Authority shall pay within 30 days. The warranty period will begin.

#### ***4.1.8 Systems Training and Customer Support***

At an agreed upon time after the aircraft arrives at OCFA, UR will complete systems training for a period of approximately one (1) week with the OCFA team. OCFA participants and training scope will be agreed after contract award but will include a review of all UR installed systems. For specialized systems such as the hoist, tank, avionics, etc., UR will schedule the vendors to participate in the training sessions.

After delivery UR will support the OCFA team in resolving any issues with UR installed systems that arise after delivery. UR is dedicated to supporting OCFA with technical support, warranty, and spare parts. OCFA should contact UR for all warranty related items for any or all parts or components. UR will administer all warranty or spares orders for OCFA.

#### ***4.1.9 Quality Management System (QMS) (ISO 9001:2008 and AS9100C)***

The Standard for World Class Quality is ISO 9001 and AS9100. United Rotorcraft initially achieved ISO 9001 certification in July 2000. ISO 9001 is a system for establishing, documenting, and maintaining a system for ensuring the quality of the output of a process. In 2013 United Rotorcraft achieved initial AS 9100 certification the widely adopted and standardized quality management system for the aerospace industry. Re-certification to both standards was achieved in 2016 and is valid until 2023 (certificates available by request).

ISO 9001 and AS 9100 Certification is a tangible expression of United Rotorcraft's commitment to quality that is internationally understood and accepted. It is a group of common sense and generally well-known precepts laid out in an organized fashion, consistent with our Vision, Mission, and Strategic Plan.

#### ***4.1.10 Integrated Master Schedule***

United Rotorcrafts forecasted completion schedule is as follows:

- 
- OCFA Ship 1 will be available to begin acceptance on 16 Oct 2023
  - OCFA Ship 2 will be available to begin acceptance on 4 Dec 2023

The schedule will be subject to revisions based on the below information:

- Critical Design Review (CDR)
- Customer change orders
- Long lead time items being procured from outside vendors such as Kawak, Aircomm, and Goodrich Hoist
- Delivery confirmation of several components that may impact schedule
- OCFA finalization of paint scheme no later than October 10, 2022

#### ***4.1.11 Customer Provided Services***

The following list describes activities anticipated to be performed by Orange County Fire Authority Team during United Rotorcraft's modifications of aircraft:

- Pilot Support (all aircraft)
  - Post installation flight test
- Flight testing (all aircraft)
  - OCFA pilot responsibilities will be agreed upon by UR and OCFA after flight test requirements have been established
  - UR will provide a flight test pilot to execute PIC duties when required
  - Testing will be much more extensive with new design
  - Ground test support
  - Flight test support
- Program Management / Technical Support
  - Point of Contact from OCFA to act as Program Manager (Required for potential Change Orders or design/technical issues that may arise during aircraft completion)

## 4.2 FIREHAWK Tank Installation

Fig. 4.1

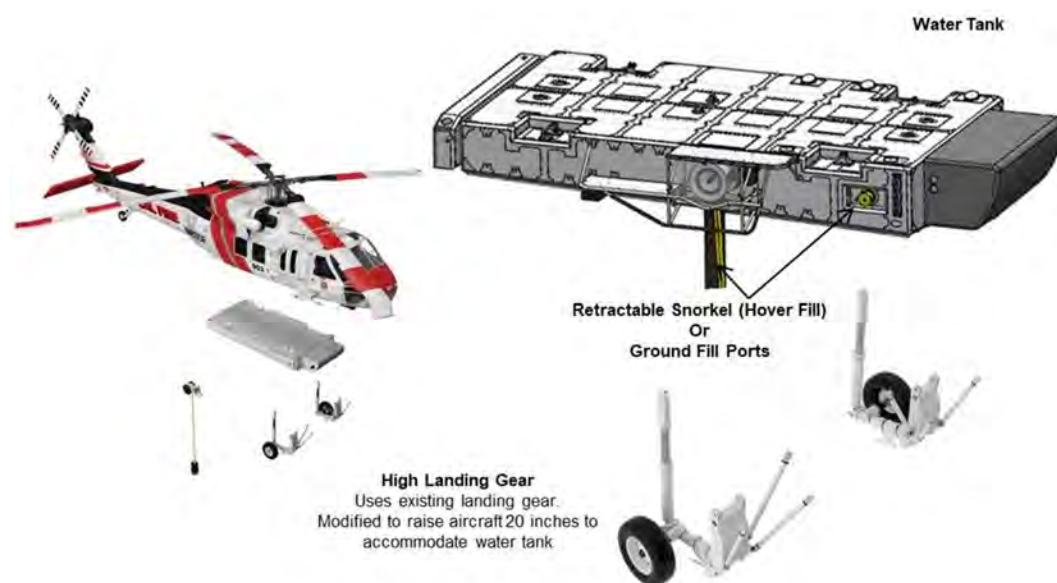


Fig. 4.1 FIREHAWK Tank and High Landing Gear

- Tank “A” Kit
  - This kit includes both mechanical components and electrical components. The Tank “A” mechanical kit includes items primarily fixed to the aircraft including four tank mounting provisions and belly electrical connectors. The Tank “A” electrical kit includes modifications within the aircraft to accommodate the tank and associated power and pilot controls.
- Tank “B” Kit
  - This includes components related to pilot control/displays and the primary tank assembly (water tank, foam tank, retractable snorkel, steps/platforms wire harness and drain tube extensions).
- High Landing Gear “A” Kit
  - Items primarily fixed to the aircraft including hard mounting points for extending the main landing gear (raises aircraft 20” at MLG) as well as steps and handholds to help pilots and crew gain access to the elevated aircraft.
- High Landing Gear “B” Kit
  - Items that make up the remaining HLG including structural extension, weight on wheels harness extensions, brake line extensions and stub wing fairing modifications
- Agency Required Provisions
  - Additional systems, required by the US Forest Service and other agencies, related to aerial firefighting are also included.

### 4.2.1 Tank A Kit Mechanical

The Tank “A” Mechanical kit consists of items fixed to the aircraft including four tank mounting provisions and belly electrical connectors. This kit contains five (5) individual

installations: the four tank mounting points and a mechanical bracket installation that accommodates two (2) electrical connectors. These connectors are attached permanently to the forward R/H underside of the aircraft as shown in [Fig. 4.2](#) and [Fig. 4.3](#). The connectors provide tank power and controls distribution.

[Fig. 4.2](#)

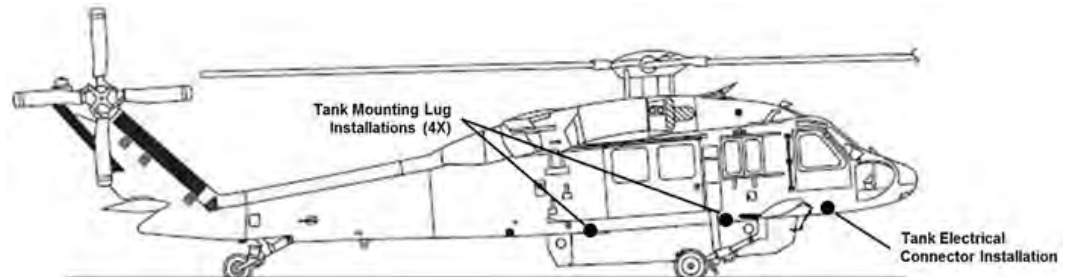


Fig. 4.2 Tank A Kit Mechanical

[Fig. 4.3](#)



Fig. 4.3 Tank A Kit Electrical/Controls  
Belly Connector

There are four (4) main water tank mounting lug installations that attach permanently to the underside of the aircraft. These installations include all the internal supporting structure and hardware required for each of the four mounting lugs as shown in [Fig. 4.4](#).

[Fig. 4.4](#)



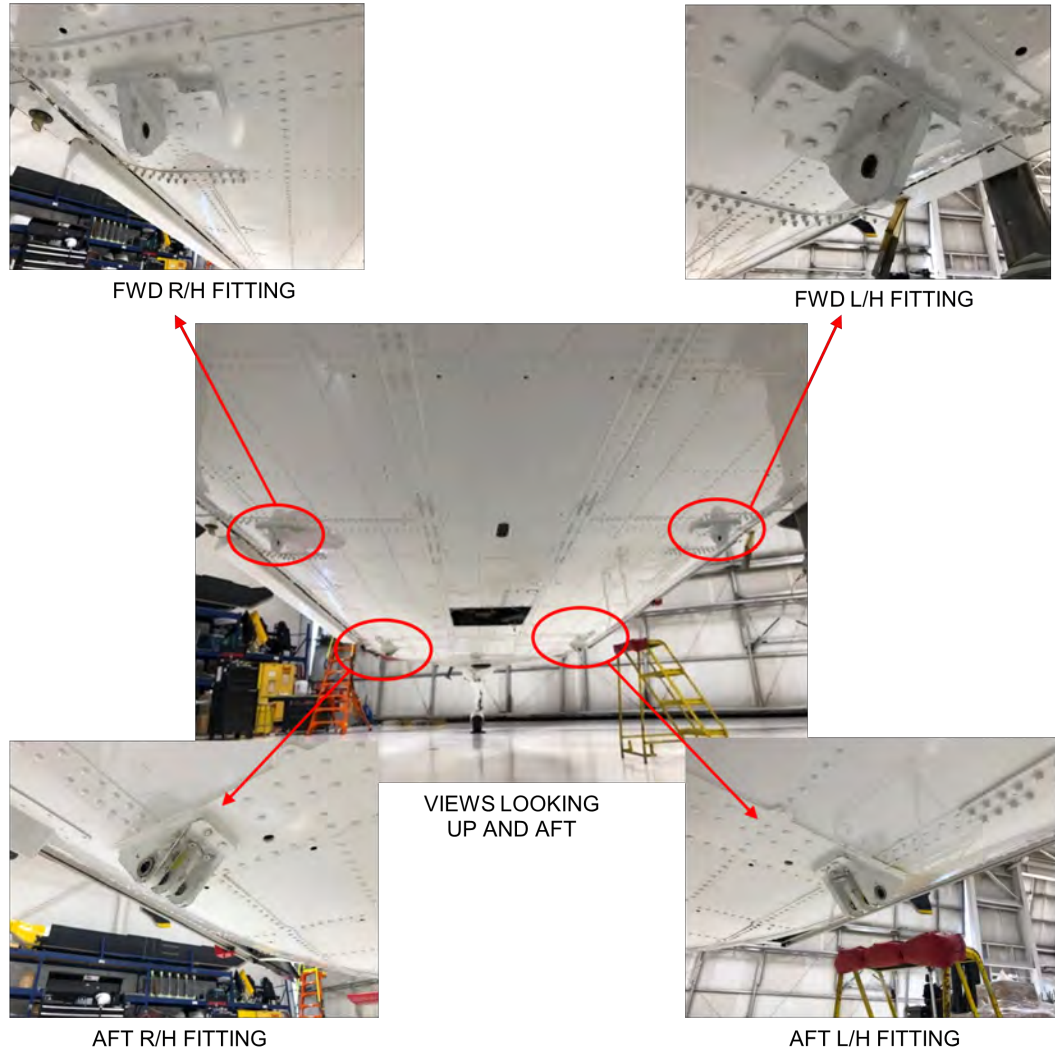


Fig. 4.4 Tank A Kit Mounting Lugs

These new installations have been designed and analyzed to accommodate the S-70M dimensional and structural requirements. These requirements include the newly designed water tank empty weight and mass properties. UR has developed custom fixture tooling to assure consistent tank mating and tank interchangeability for all Firehawk® aircraft.

#### ***4.2.2 Tank A Kit Electrical***

Fig. 4.5



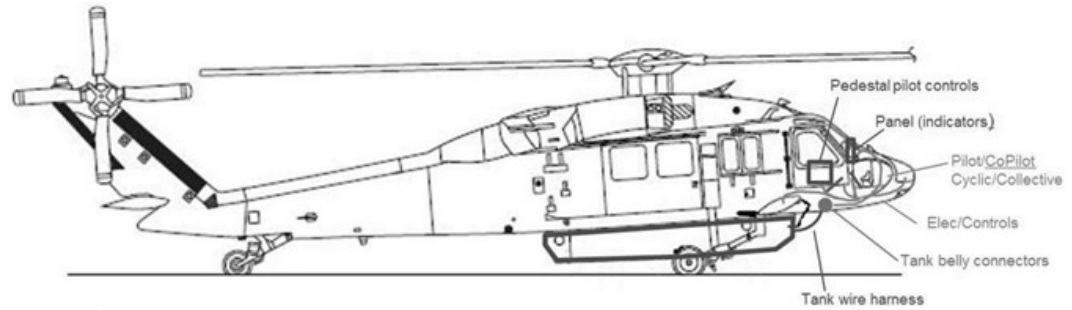


Fig. 4.5 Tank A Kit Electrical/Controls Wiring

The Tank "A" electrical system consists of the main wiring harness (inside the aircraft) necessary to distribute power and controls and includes various circuit breaker modifications and a contactor/relay installation located under the copilot seat as shown in Fig. 4.6.

UR shall modify various pilot/copilot circuit breaker panels with a unique UR installation. This will include new circuit breakers for all firefighting related electrical systems discussed in this document. UR will combine, as needed, additional customer-required modifications that are not related to the firefighting system.

Fig. 4.6

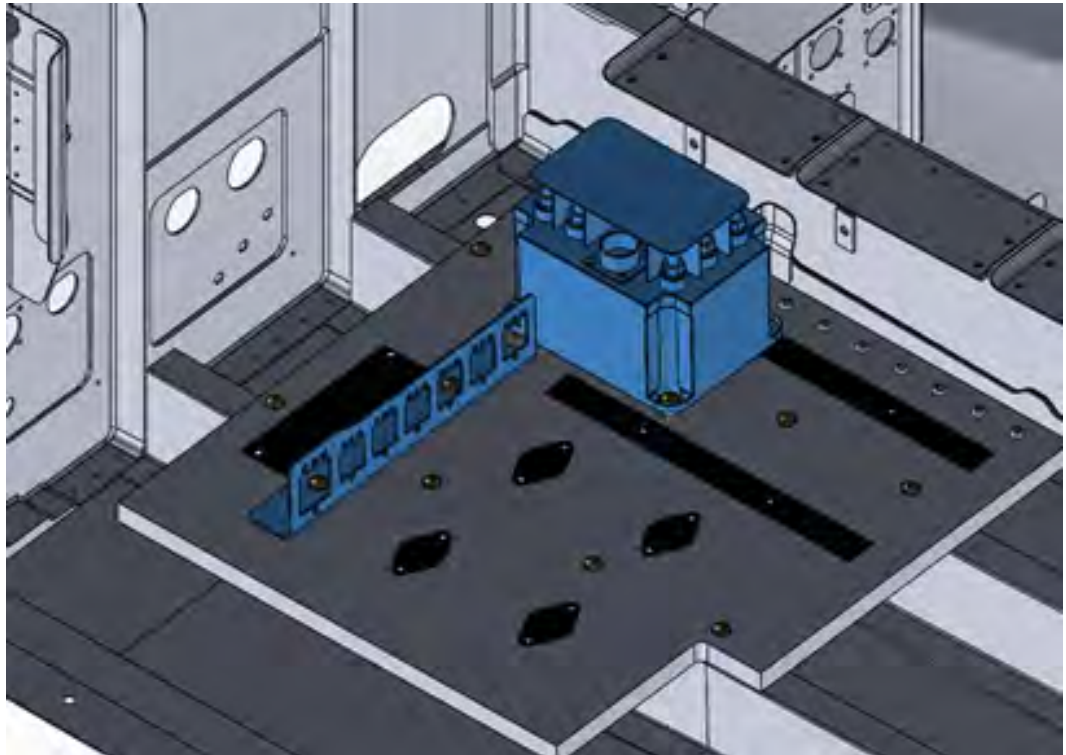


Fig. 4.6 Tank A Kit Electrical Contactor-Relay Mounting

#### 4.2.3 Tank A Kit Cyclic and Collective Controls

UR shall modify both the pilot and copilot cyclic and collective per customer requirements. These modifications will contain controls related to the tank system, hoist, cargo hook, and other integrated systems.

UR shall install a wiper swipe button into the cyclic to allow the pilot to operate the windshield wipers on an as needed basis during snorkel operation. The windshield wipers will function as long as the button is held and will continue until the button is released. The windshield wipers will not automatically finish a full cycle and will automatically stop when the switch is released.

Please see Fig. 4.7 and Fig. 4.8 displayed below:

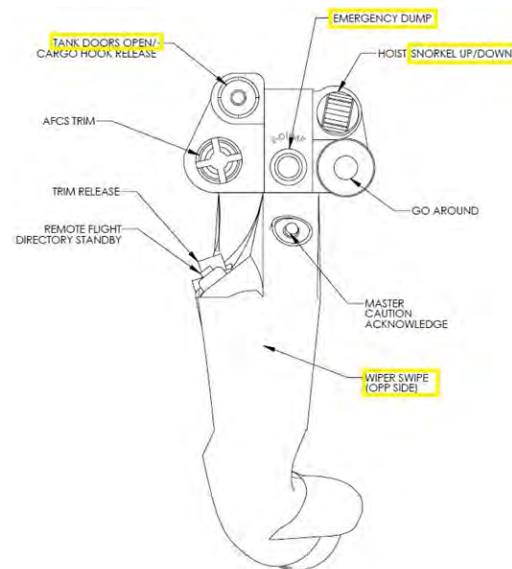


Fig. 4.7 Cyclic Configuration

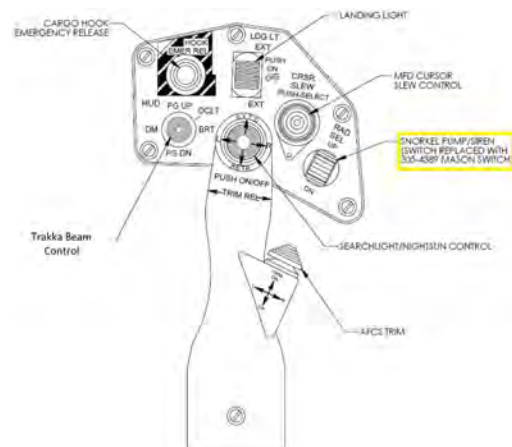


Fig. 4.8 Collective Configuration

#### 4.2.4 Tank A Kit Display Panel-Macro Blue

The primary display panel for the tank system is the Macro Blue MB-Q Series vertical 7" LCD display. The Macro Blue displays are located to the left and right sides of the main instrument panel. When installed, these units fold back against the side of the instrument panel when the tank system is not in use. A wide variety of tank status data will be displayed, and the dual knob controller can select up to eight (8) display configurations. The Macro Blue displays will replace the tank system display.

Fig. 4.9

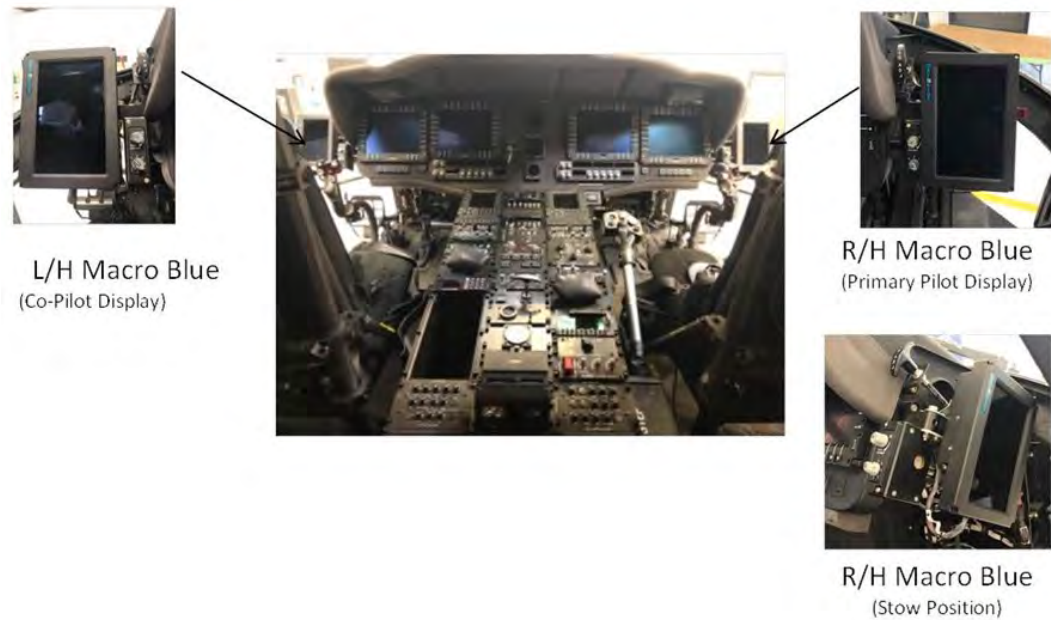


Fig. 4.9 Tank A Kit Primary Displays

The primary information that is displayed includes:

1. Water tank volume in pounds or gallons (1000-gallon max)
2. Foam tank volume in pounds or gallons (30-gallon max)
3. Retractable snorkel position indicator
4. Annunciators for various system functions
5. Current foam concentration in water tank
6. Pilot control panel selection status

Fig. 4.10

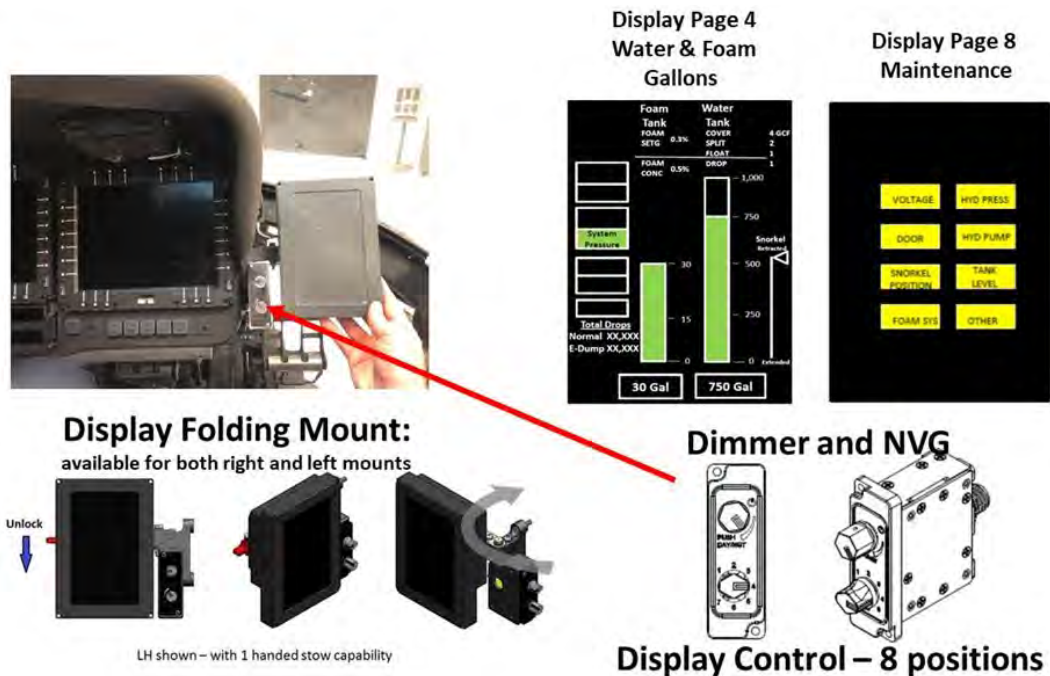


Fig. 4.10 Macro Blue Display-Mounts and Controls

Fig. 4.11

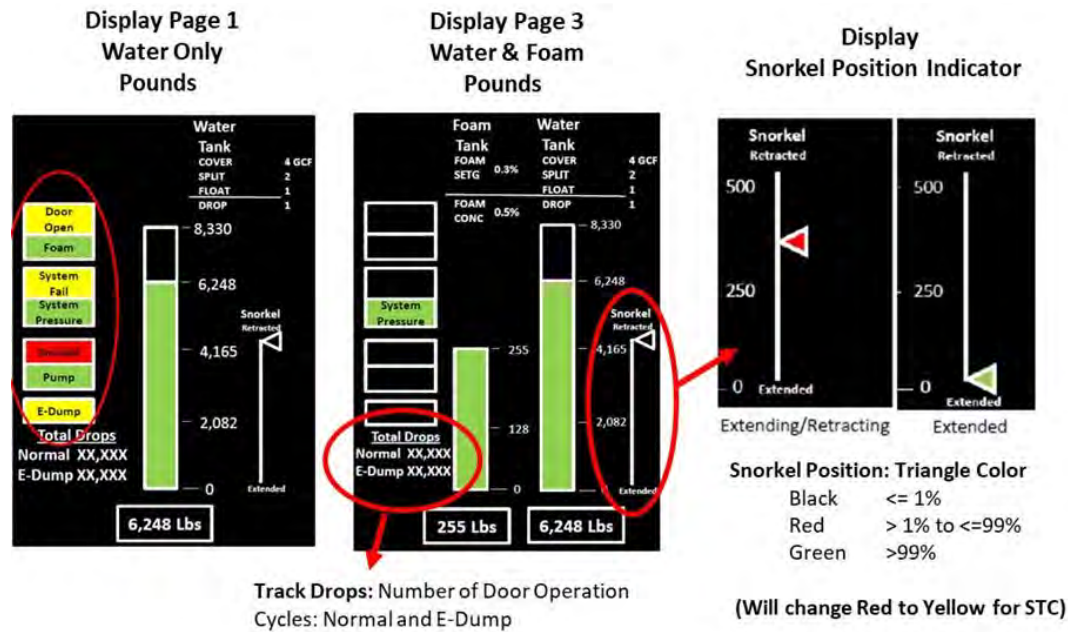


Fig. 4.11 Macro Blue Snorkel Position Indication

#### 4.2.5 Tank B Kit Control Panel

The Tank “B” kit includes components related to pilot control/displays and the primary tank assembly (water tank, foam tank, retractable snorkel, steps/platforms, wire harness,



etc.). The standard pilot control panel for the tank system will be located in the center pedestal. The tank system developer designed and manufactured this control panel, and it is part of the Tank B Kit that can be removed when the tank is removed from the aircraft.

#### **4.2.6 Tank B Kit Tank**

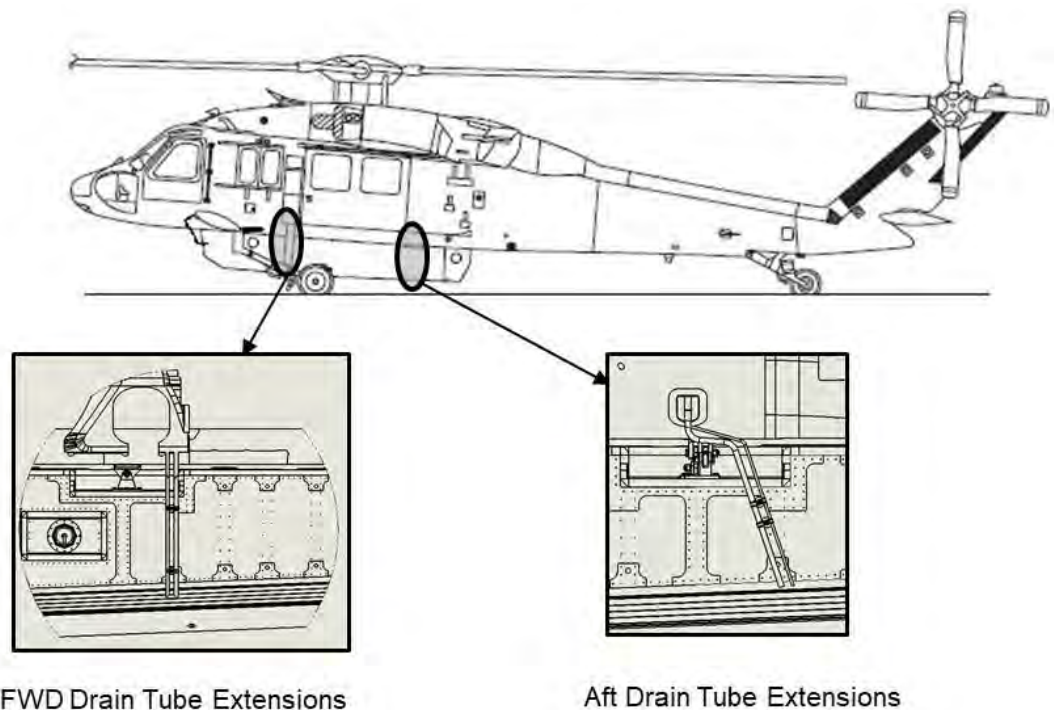
The Tank "B" kit components include the Kawak primary tank assembly, which is inclusive of the water tank and associated on board electrical and hydraulic systems and equipment, the foam tank, retractable snorkel, including the associated electrical systems and equipment, steps/platforms, and the tank to aircraft cable assembly.

The major Tank "B" Kit component is the tank supplier designed and manufactured tank assembly that mounts to the belly of the aircraft. The tank supplier will provide detailed information for this tank assembly.

#### **4.2.7 Tank B Kit Drain Tubes**

The installation of the tank assembly requires the re-routing of various aircraft drain tubes on both sides of the aircraft as shown in [Fig. 4.12](#).

[Fig. 4.12](#)



[Fig. 4.12](#) Tank B Kit Drain Tubes

### 4.3 High Landing Gear Installation

UR shall extend the main landing gear so that the 1000-gallon tank can fit under the aircraft. UR will remove the main gear (wheels, shock struts and drag beams), relocate landing gear attachment points 20 inches lower than the original attach points, and re-install the main landing gear at the new location.

Fig. 4.13

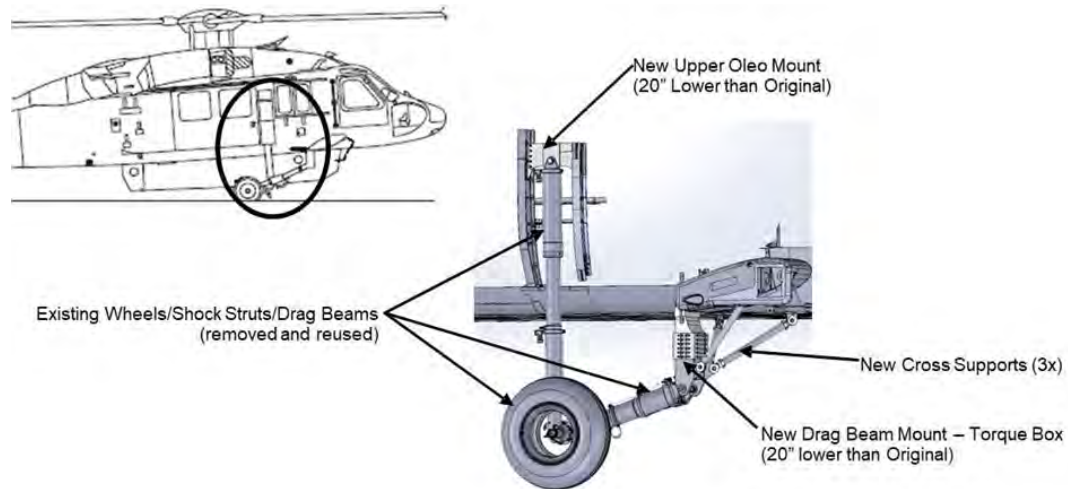


Fig. 4.13 High Landing Gear Installation

#### 4.3.1 HLG A Kit Main Landing Gear

The HLG "A" Kit primarily consists of the new upper oleo mounting provisions and two torque box cross support attachment structure modifications as shown in Fig. 4.14. Also, part of the "A" Kit modification in the main landing gear area are two (2) stubwing structural trims to allow new parts to mate properly to the aircraft. With the main landing gear extended 20", the nose of the aircraft is raised, and the entire aircraft tipped backwards. UR therefore shall install a new single drain hole to properly drain fluids in the upper tail section.

Fig. 4.14

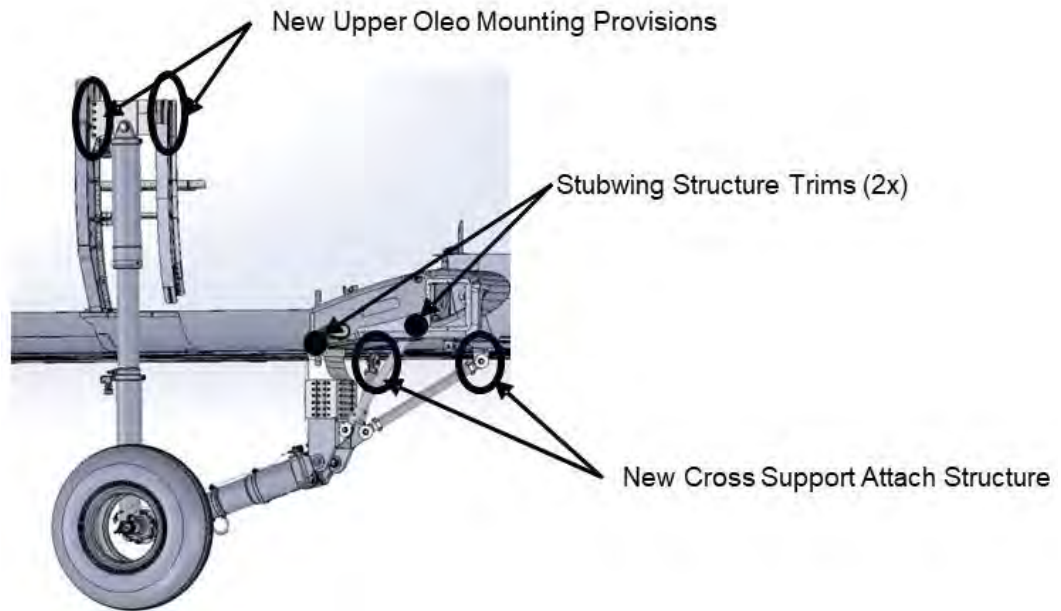


Fig. 4.14 HLG A Kit Main Landing Gear

#### 4.3.2 HLG A Kit Steps

There is an existing maintenance step (L/H and R/H side) that normally folds and stows into the aircraft frame when not in use. The new upper oleo mounting provisions interfere with the stowage of this step, so UR shall modify the step is so that it can be removed when not in use.

Fig. 4.15



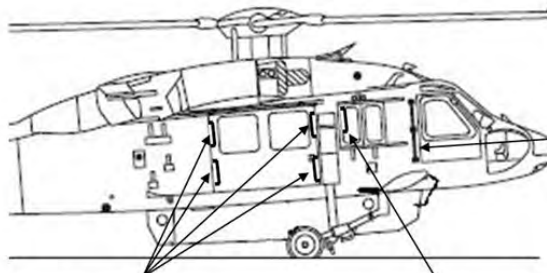
Fig. 4.15 HLG A Kit Steps

#### 4.3.3 HLG A Kit Handholds

Due to the increased height of the aircraft, UR shall install six new handles per side to assist the pilots and crew to enter and exit the aircraft.

Fig. 4.16

Typical crew  
handle install



Crew door  
handholds  
(4 per side)

Gunner window  
handhold  
(1 per side)



Pilot/copilot handholds  
(1 per side)

Fig. 4.16 HLG A Kit Handholds

#### 4.3.4 HLG B Kit Main Landing Gear

The HLG "B" Kit primarily consists of the new upper oleo mounting plate and the torque box with three cross supports.

Fig. 4.17

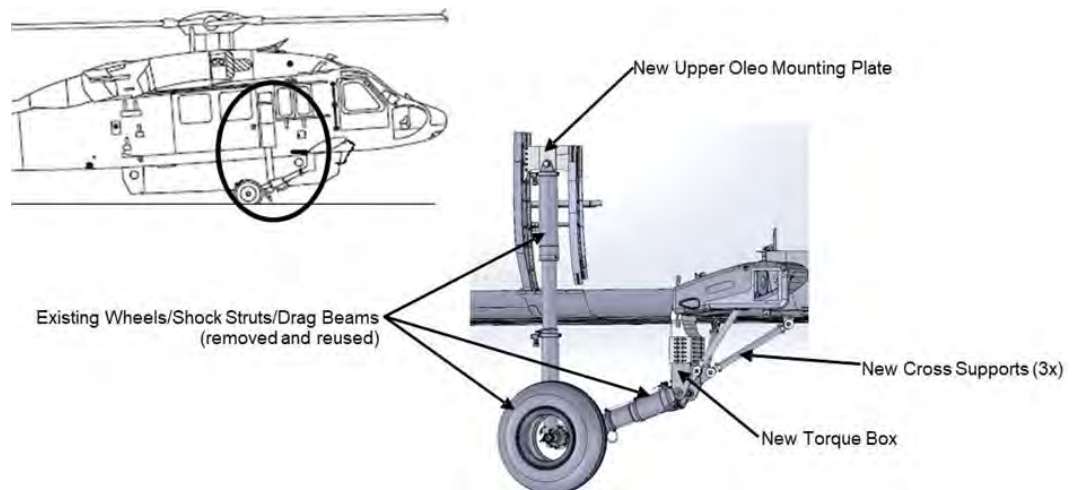


Fig. 4.17 HLG B Kit Main Landing Gear

#### 4.3.5 HLG B Kit Steps and Stubwing Fairings

UR shall install steps to the forward and aft end of the stubwing to assist the pilots and crew. UR will mount a new aft stubwing crew step on the aft end of the stubwing fairing. This step aids the crew in accessing the upper deck of the aircraft and is also used when crew members enter or exit through the gunner's window. UR will also mount a new pilot/copilot step on the forward end of the stubwing to assist the pilots when entering or exiting the aircraft. This step also functions as a wire strike guide and will direct a wire to the cutter located on the landing gear drag beam.

Fig. 4.18



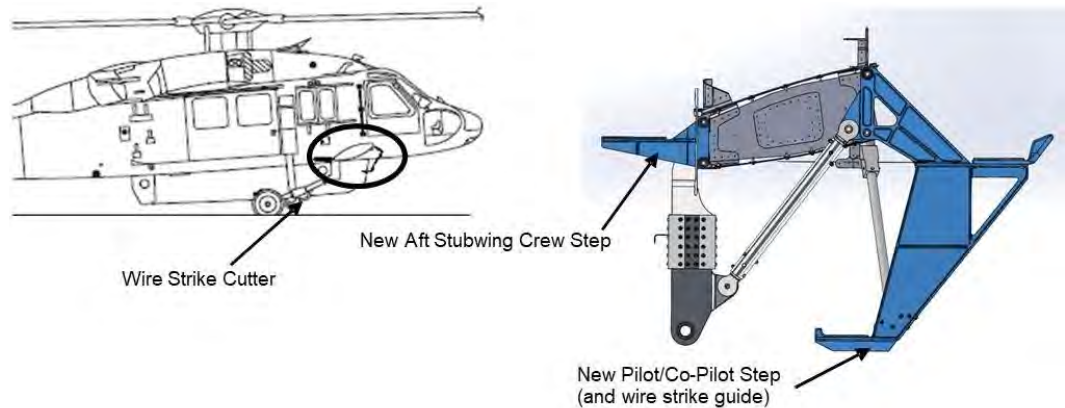


Fig. 4.18 HLG B Kit Steps and Stubwing Fairings

The addition of the two stubwing steps requires a modification to the stubwing fairings. UR shall remove two areas of the stubwing fairing to allow proper clearance for the step attachment structure.

Fig. 4.19

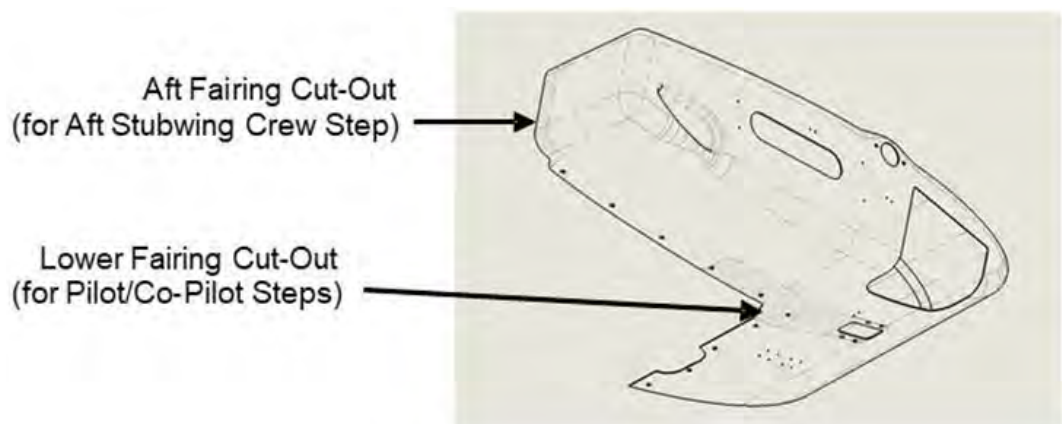


Fig. 4.19 HLG B Kit Fairing Modification

#### 4.3.6 HLG B Kit Handholds

There are no handholds associated with the HLG B Kit. All the handholds are part of the HLG A Kit and meant to remain on the aircraft at all times.

#### 4.3.7 HLG B Kit Other Items

With the extended landing gear installed, UR shall modify several other systems as follows:

1. Extend the WoW (Weight on Wheels) harness and brake lines to accommodate the 20" height increase.
2. After the HLG modification, the aircraft sits on the ground with the nose up 3.6 degrees. For this configuration, UR shall adjust three gearbox oil level indicators for proper reading. This includes the etching of the main transmission dipstick with new Add/Full markings. SAC will provide adequate data to substantiate the new oil

level indicators.

3. The intermediate gearbox and tail gearbox sight glasses receive new placards indicating proper oil levels in the HLG configuration.
4. UR shall increase shock strut pressures and install associated placards in order to maintain a minimum 3 ½" ground clearance with the tank doors open and the aircraft fully loaded. The higher strut pressures, which are within the approved range, require a decreased life limit (from 8000 hrs to 6000 hrs) for both the main struts and tail struts. These values are contained in the FAA approved Airworthiness Limitations section of the ICA.

Please see [Fig. 4.20](#), [Fig. 4.21](#), [Fig. 4.22](#), and [Fig. 4.23](#) below:

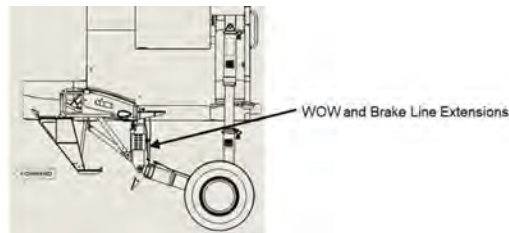


Fig. 4.20 HLG B Kit Other Items

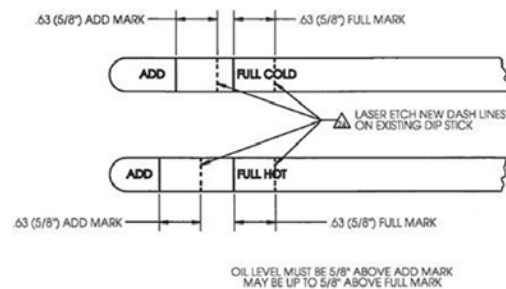


Fig. 4.21 HLG Main Transmission Dip-Stick Modification



Fig. 4.22 HLG Gearbox Sight Gauge Placards

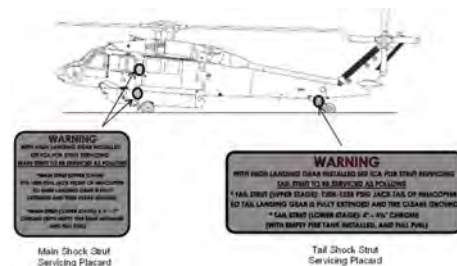


Fig. 4.23 HLG B Kit Shock Strut Servicing Placards

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#### ***4.4 Avionics/Electrical***

This UR proposal includes avionics modifications for this S-70M project.

Other areas of the project also require electrical integration and modification and those are described in the individual systems in other sections of this proposal.

##### ***4.4.1 Audio System/Internal Communication System (ICS)***

UR will remove the existing Telephonics Audio System and install the Eagle Digital Audio system. The Eagle audio system will include a remote electronic unit, 5 audio control units for the pilot, copilot, forward cabin, mid cabin and aft cabin. The Eagle Communication and Navigation radios, tactical FM radio, FlightCell, and PA/Siren will be interfaced to the Digital Audio system. Two external ICS jacks shall be installed. There will be 12 ICS jacks installed in the cabin at each seat and all shall have Rx/Tx capability. All existing and newly installed systems with aural warnings will also be interfaced to the digital audio system. Pilot controls and the number of headset jacks in the cabin will be presented at the SRR meeting.

##### ***4.4.2 FM Tactical Communication System***

UR will provide and integrate a Technisonic TDFM 9300 Tactical FM Radio, which includes the following FM bands: three (3) VHF, and two (2) 800 MHz modules. The system will be interfaced to the Eagle digital audio system, and configuration for mic/PTT and headphone audio for each FM band will be presented to OCFA at the SRR.

A push-button annunciator is used to alternate between the primary and secondary head unit in case of a failure.

Antennas for each FM band will be installed or, if possible, combination antennas will be used. The primary and secondary radios will both use the same set of antennas.

A TDFM remote radio control head will be installed in the aft cabin near the hoist operator station similar to San Diego Fire Rescue S70i Firehawk.

##### ***4.4.3 Axnes Wireless Radio***

An Axnes PNG Wireless Radio solution will be installed with the ICS system that provides wireless radio communication inside and outside the aircraft, with the ability to transmit. The BST50 Base Station and control panel will be integrated along with provisions to mount and charge the radios. UR will install two required antennas. The aircraft will deliver with two MP50 Transceivers (Waterproof), and two CHG50 table chargers.

##### ***4.4.4 ADS-B Transponder/TCAS I***

UR shall install a Lynx NGT-9000 system which will provide both ADS-B IN/OUT functionality and TCAS I. The installation will include one L3 control panel (CP-2500) installed in the forward pedestal and one remote box installed in the transition area on the shelves. UR will integrate with the OEM BAE APX-117 IFF transponder and the control panel will allow switching between the Mode S and the IFF transponders. In the event of an ADS-B OUT failure the IFF will automatically take over. FIS-B weather will be displayed on the Genesys MFD using data from the ADS-B IN. UR will install a suppression line to

suppress the TACAN during ADS-B and TCAS operation. UR will install two annunciators with the ADS-B system. One annunciator will be an “ADS-B FAIL” indicator and the other will be an “ADS-B / IFF” push button switch.

#### **4.4.5 MFD/HTAWS**

UR shall install a Genesys IDU-450 Multi-Functional Display (MFD) into the center of the instrument panel between the existing OEM displays. This display comes with HTAWS built in and will be integrated with the ADS-B system, and TCAS. UR will install a lighted annunciator to enable the “TAWS Inhibit” functionality in the pedestal near the ADS-B control panel (CP2500).

Fig. 4.24



Fig. 4.24 Multi-Functional Displays (MFD)  
Installation in Instrument Panel

#### **4.4.6 Churchill Mapping System**

UR will procure and install a Churchill Mapping System ARS750TD. The Mapping System will capture and record video, provide real-time augmented reality mapping, and archive and index recorded video. This installation shall be the same configuration as Colorado DPS revised system. This shall contain the ARS750TD, Churchill ION video recorder, two (2) video converters, ethernet switch, and a tablet with the ARS software installed.

#### **4.4.7 Auxiliary FM Provisions**

Provisions for an auxiliary VHF-FM (AUX-FM) Portable Radio are required and shall include:

- Weatherproof, external broadband antenna
- Mount for the customer supplied radio holder near the left side cockpit seat
- Connector that interfaces the radio to the aircraft audio system and aircraft power
- Antenna connector to connect to the external mounted antenna

UR shall mount the connectors in a plate near the aft end of the pedestal. The Eagle ACU transmit position will control the Aux FM.

#### 4.4.8 Flightcell DZMx

UR shall install a Flightcell DZMx in the center pedestal which receives a data stream from the tank system for Forest Service/Firefighting data tracking and sharing. Water pick-up/drop locations and water quantities are monitored and can be shared with firefighting authorities. The cellular phone functionality will not be incorporated with the installation.

#### 4.4.9 AEM PA/Siren System

UR shall integrate an AEM PA/Siren system into the aircraft that supports both voice and siren operations. An audio warning is a part of the aerial firefighting system and is required to warn persons on the ground that a water drop is being initiated.

A controller is located in the pedestal and is interfaced to the audio system. UR will install an amplifier and two speakers. The arrangement includes a single speaker installed and facing to the right side of the aircraft, and single speaker installed on the left side and facing forward. Both are mounted near the main landing gear extensions on the forward underside of the aircraft as shown.

Fig. 4.25

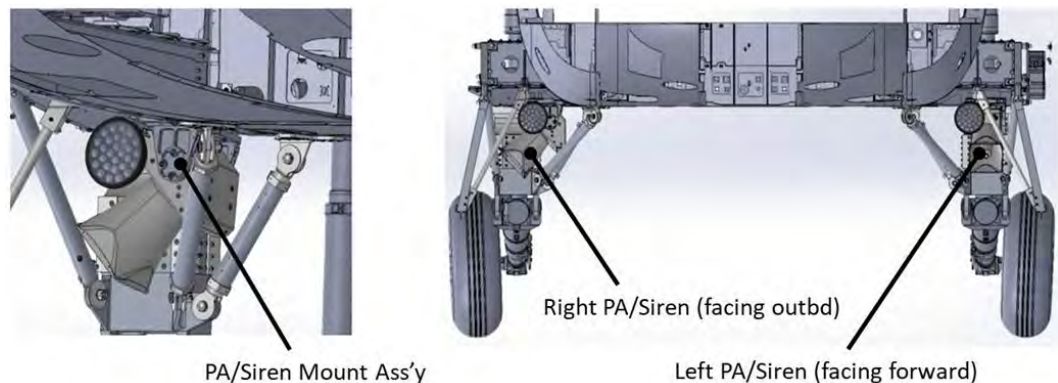


Fig. 4.25 PA/Siren System

#### 4.4.10 Ignition Switch/Hour Meter

UR shall incorporate the aircraft ignition switch and Hobbs meter into a panel that will be installed in the aft area of the pedestal. This panel will be electrically illuminated and controlled by the pedestal dimming controls. The aircraft ignition switch will have a cover on it to prevent FOD from getting into the key socket. UR will also install a Hobbs meter into this panel. The Hobbs meter is intended to keep track of total flight time on the aircraft and will be turned on when the weight on wheels (WoW) is disengaged (in air).

Fig. 4.26

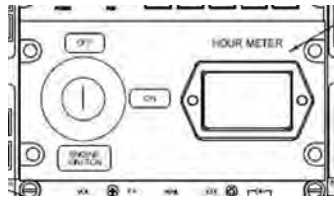
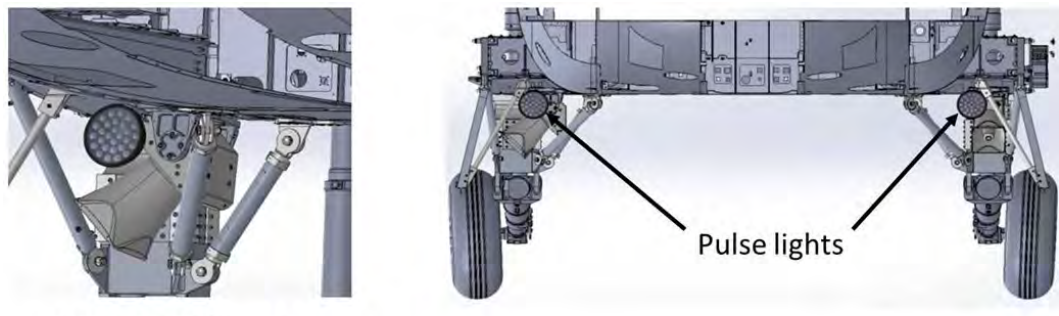


Fig. 4.26 Ignition Switch/  
Hour Meter Panel

#### 4.4.11 Recognition Lights (Pulse Lights)

UR shall install two externally mounted, forward facing 450W equivalent LED anti-collision lights under the left and right stub wings as shown in [Fig. 4.27](#). The control switch mounts in the miscellaneous switch panel in the pedestal. The system uses the Precise Flight power supply to provide the pilot with control that allows selection of “Steady” or “Pulse.” When in “Pulse” the lights will alternate turning on and off. The lights will be mounted on brackets that will be capable of manual adjustments from 0° (straight forward) to 45° (downward).

[Fig. 4.27](#)



Pulse Light Mount

Fig. 4.27 Pulse Lights

#### 4.4.12 Scene Lights

UR shall mount LED scene lights below the aircraft gunner windows (as shown in [Fig. 4.28](#)) on both the left and right side of the aircraft to illuminate:

1. The area used to service the ground fill port of the water tank including the water level gauge
2. The aft stubwing step
3. The pilot steps

UR shall install the scene light control in the miscellaneous switch panel.

[Fig. 4.28](#)



## Scene Light Installation



Fig. 4.28 Scene Lights (RH Shown)

### 4.4.13 Miscellaneous Switch Panel

UR shall install an NVIS compatible miscellaneous switch panel in the center pedestal to accommodate the recognition pulse light switch, scene lights, and cargo hook switches.

Fig. 4.29

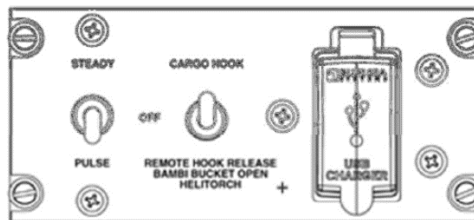


Fig. 4.29 Miscellaneous Switch Panel

### 4.4.14 USB/12V Ports

UR shall install a panel in the aft center of the pedestal that will house four (4) USB ports and one (1) 12vdc plug.

Fig. 4.30

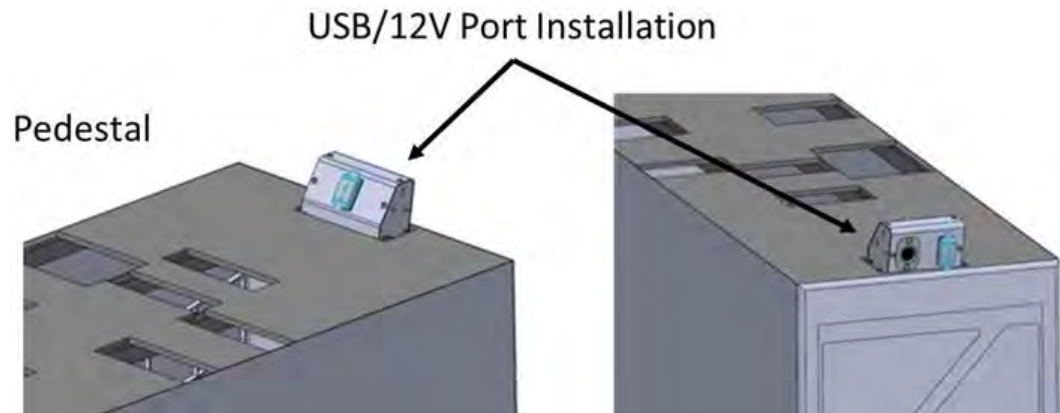


Fig. 4.30 USB/12V Ports

#### 4.4.15 Circuit Breaker Panels

UR shall modify the cockpit circuit breaker panels to incorporate the necessary circuit breakers for the newly installed systems. The nomenclature on the panel will be remade (new silk screen) to reflect the various circuit breakers in the aircraft.

#### 4.4.16 Weight on Wheels (WoW) Modification

As a result of the high landing gear modification and the addition of the torque box installation, UR will need to extend the weight on wheels harness.

#### 4.4.17 Clock/Chronometer

UR shall relocate the OEM clock in the center of the instrument panel.

Fig. 4.31



Fig. 4.31 Clock/Chronometer



#### 4.4.18 FLIR Wiring Provisions

United Rotorcraft shall install wiring provisions (only) for the FLIR 380X EO/IR sensor.

### 4.5 Cabin Interior

#### 4.5.1 Crew Seating

The following seats will be provided:

This UR proposal provides the purchase of two (2), Martin-Baker multi-functional operator's seats (MFOS), MBCS13300AA (A Seats), to be installed in tracks machined into forward seat pallets. The range of motion of these seats will be equivalent to that experienced in the current FIREHAWKs, providing the ability to slide as necessary along the track system. These MFOS seats rotate 360 degrees, provide height adjustability and include a stand-up harness with inertia reels.

This UR proposal provides the purchase and installation of six (6) BAE stowable seats, 108400-1 (B Seats), mid-cabin, which will retract and stow along the ceiling when not needed and will be located as shown below in a fixed location.

The S-70M includes four (4) Aft-cabin Martin Baker Troop Seats that have vertical poles that connect to the floor and ceiling with a seat pan that folds up or down, as needed. These seats can be easily disconnected for removal or quick access to either storage box behind the aft panels.

The S-70M existing overhead provisions for Martin Baker seats will be removed from the aircraft with exception of the hardware required for Martin Baker seats against the back wall (C seats) of the cabin.

Fig. 4.32

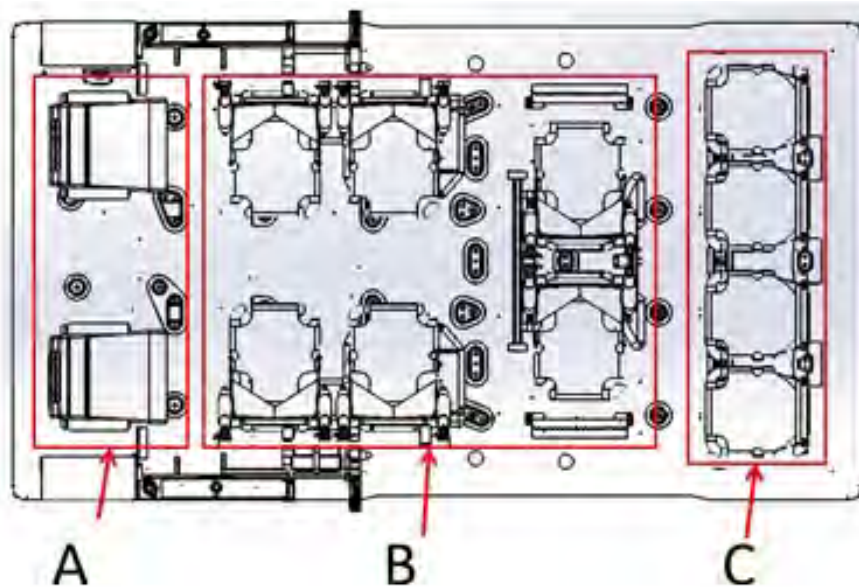


Fig. 4.32 Crew Seating

#### 4.5.2 Floor Pallets

The Floor Pallets will be made from machined aluminum and designed to function the same as the current legacy FIREHAWK systems. UR will install four (4) floor pallets that provide longitudinal and lateral tracks for the Martin Baker MFOS and floor anchor points for the inboard facing BAE Stowable Crew Seats. UR will modify the perimeter of the pallets to fully cover adjacent hard points to eliminate contamination/cleaning issues.

Fig. 4.33

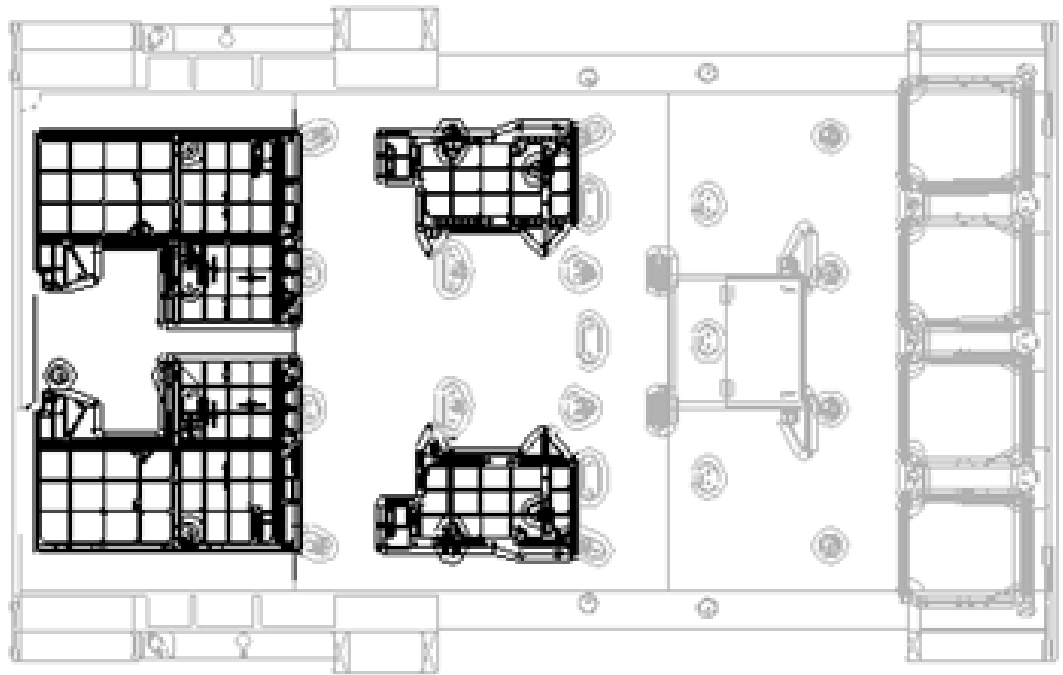


Fig. 4.33 Floor Pallet Layout

Fig. 4.34



Fig. 4.34 Floor Pallet Installation

#### ***4.5.3 Mission Storage-Forward***

UR shall install a forward storage box for carrying mission gear (e.g., rescue hoist mission gear). UR will install an EMS lockable storage box similar to Los Angeles County S70i FIREHAWK. The storage box is not temperature controlled.

**Fig. 4.35**



Fig. 4.35 Forward Storage Unit

#### ***4.5.4 Mission Storage-Aft***

UR shall install two storage boxes to be mounted in the aft cabin above the fuel cell. UR will leverage an existing design utilized on other platforms. The boxes will have restraining cargo nets to ensure retention of contents. [Fig. 4.36](#) shows the location of these storage boxes.

**Fig. 4.36**



Fig. 4.36 Aft Storage Boxes Installation

#### ***4.5.5 Cabin Heating***

UR will procure and install an Auxiliary Bleed Air Cabin Heater (ABACH) from Air Comm Corporation. There will be two outlets installed in the cabin at the aft of the cabin doors on the right-hand side and left-hand side. The controls will be in the cockpit in the pedestal.

Fig. 4.37

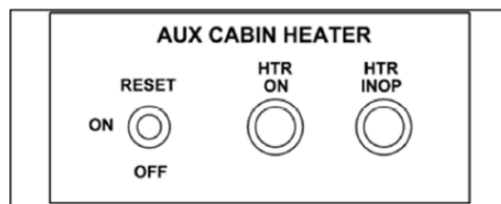


Fig. 4.37 Aux Cabin Heater Pedestal Controls

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#### ***4.5.6 Soft Pouch Storage "Beam Storage"***

UR will install soft pouch "Beam Storage" similar to CALFIRE S70i FIREHAWK configuration.

#### ***4.5.7 Cabin Cargo Net***

United Rotorcraft shall install the cabin tiedown cargo net which is the same as provided in CALFIRE.

#### ***4.6 Searchlight***

The TrakkaBeam® TLX is the most advanced inertially stabilized multi mission searchlight for law enforcement, search & rescue, firefighting, air ambulance, and military applications. Delivering the benefits of the world's leading innovation in searchlight technology, the TLX offers multiple filter options to meet nearly any mission profile as well as multiple controller options to facilitate ease of use for the customer.

UR will procure and install a TrakkaBeam TLX system searchlight with the ability to control the light from the collective control. The collective switch control shall include UP-DN-LFT-RT, all other searchlight functions will be provided by the pendant or control panel. Wiring provisions will be provided to allow a pendant to control the search light via plugs near the aft side of the pedestal. UR shall mount the TrakkaBeam to the aircraft using a Meeker Aviation external mounting system. UR will integrate this mount and any modifications to the aircraft to ensure the structural stability/installation of the mounting system.

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#### ***4.7 External Cameras***

UR shall install two (2) AD Aerospace HD-SDI External Cameras to support mission “Situational-Awareness” requirements for the pilot for external aircraft operations. UR will mount the forward-facing camera below the tailboom, forward of the tailwheel. The second camera will be aft facing located aft of the tail wheel. Both cameras will be interfaced to video converters to enable them to be displayed on the two (2) inboard OEM Multi-Function Displays (MFD) and recorded on the Churchill ION video recorder. This shall be the same configuration at the revised Colorado DPS configuration.

#### ***4.8 Rescue Hoist***

UR will procure and install a Goodrich Electric Hoist, Model Number 44318-1-6, except the pendant shall be the 49500-736 which switches the hoist Up/Down control function. Hoist Down shall be up relative to the pendant control and Hoist Up shall be down relative to the hoist pendant control. The hoist will include a wall mounted cable cutter (AxelCut P/N RES-9000-00). The Goodrich hoist kit will mount on structural provisions already included in the aircraft. The kit will include the extended arm modifier. The hoist control panel will be required to be moved from forward of the cabin door to directly aft of the door. Pendant controls will be aft of door. The hoist shall have a 15-degree fleet angle except for inboard.

UR will install hoist pendant mounting similar to San Diego Fire Rescue Firehawk configuration.

UR will be responsible for the design and implementation of the electrical wiring of the Goodrich hoist including:

- Relocating the shear switch controls to the overhead panel.
- Extension of the harness for the extended arm modifier.
- A D-lock hook will be provided.

##### ***4.8.1 Directional Light to Support Hoist Operations***

UR will provide a downward facing directional light that can be controlled by a cabin mounted control. The purpose of the light is to illuminate the area of the hoist operation. A controllable light providing illumination at 450 watts has been selected and it will be integrated into the underside of the tank step rails on the right side located near the aft end. The light is capable of forward and aft movement, 360 degrees rotation and automatic stowage from any position.



#### 4.9 Cargo Hook/External Loads

UR shall install a new On-board Systems TALON MC 9K Replacement Hook Kit (P/N 200-438-00). The kit includes a load weight monitoring system. UR will mount a C-40 cockpit indicator in the cockpit so that it can be viewed by the pilot or copilot during cargo hook use.

Fig. 4.38



Fig. 4.38 Talon MC 9K Cargo Hook

Fig. 4.39



Fig. 4.39 Cargo Hook Display Installation

##### 4.9.1 External Load Provisions

UR will provide provisions for the attachment of the items below. Modifications will be made to the aircraft's existing controls as needed.

- 
- A Simplex 5400 Helitorch
  - Remote hook for bucket operations
  - Keeperless belly hook



#### 4.10 Stabilator Bias Adjustments

With the ALDS installed on the aircraft, the addition of the water tank requires an adjustment of the Horizontal Stabilator Bias as shown in the below figure. UR shall install placards with instructions to change ESSS ASSY connectors in order to establish a 2.5 degree horizontal stabilator bias when a water tank is installed on the aircraft.

Fig. 4.40

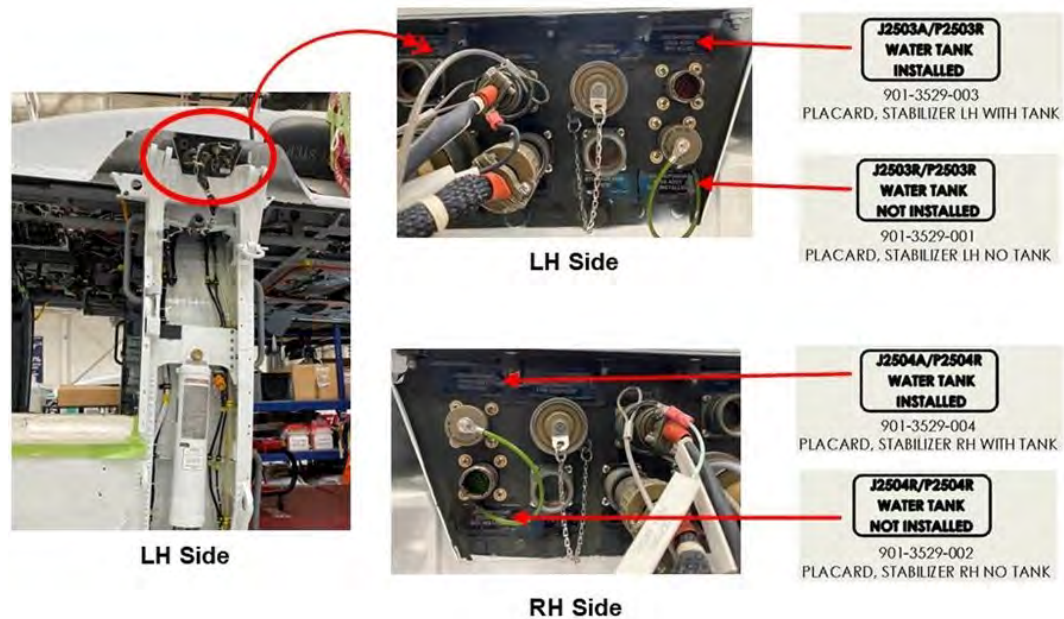


Fig. 4.40 Stabilator Bias Adjustments

#### 4.11 Fuel Collection System

UR will install a Timberline Purge Fuel Collection System in the aircraft. The system collects fuel after engine shutdown. There are two collection canisters in the system. Each will be located aft of the cabin door opening on the right-hand side and left hand side of the cabin.

#### ***4.12 Engine Inlet Barrier Filter***

UR will procure and install the Aerometals Engine Inlet Barrier Filter (EIBF) system.

Fig. 4.41



Fig. 4.41 Engine Inlet Barrier Filter

#### ***4.13 Paint***

United Rotorcraft will apply a three-color Axalta two-stage paint scheme to the aircraft. UR will coordinate with OCFA to develop a paint scheme and specify colors, logos, artwork specifications, and airframe decals. Main rotor blades will receive two-color high-visibility paint, and the tail rotor blades will receive a similar two-color high visibility paint scheme. Main and tail rotor blades will be static balanced following painting.

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#### **4.14 Qualification & Documentation**

UR will provide documentation to describe and support the equipment and modifications installed on the OCFA FIREHAWK, which is also the foundation for the airworthiness of the modified aircraft. These will include Instructions for Continued Airworthiness (ICA), which includes system drawings and instructions for all stand-alone components, and a Rotorcraft Flight Manual Supplement (RFMS).

Other documentation includes engineering documentation such as ELA, W&B report, Structural Analysis, Ground and Flight Test Reports, and others. One critical test and report is the EMI/EMC.

##### **4.14.1 NVIS Lighting Compatibility**

UR will ensure that all modifications made will maintain that NVIS compatibility. This will include the addition of filters on newly installed avionics, NVIS friendly lighting in the cabin, and lighting evaluations of all exterior mounted lights. Control of all NVIS lighting will be reviewed to determine the best method of operation. Modification of existing control with the addition of new lighting systems will be considered. UR will install a new lighting circuit to provide power for new avionics as necessary.

##### **4.14.2 EMI/EMC**

Electromagnetic Interference (EMI) and Electromagnetic Compatibility (EMC) testing will be conducted for all existing aircraft electrical components as a source and victim against newly installed electrical equipment. Newly installed equipment will also be EMI tested as a source and victim against all existing electrical equipment. Electrical equipment with the bigger concerns for potential EMI is equipment that has frequency harmonics in the range of essential aircraft equipment (i.e. nav frequencies), equipment that transmit at higher wattage values, and equipment that have a high current draw. These electrical pieces include, but are not limited to:

- NAV/Com Radios (frequency harmonics)
- FM radio – Tactical FM radio (paying special attention to the 30 MHz radio) (frequency harmonics)
- Transponder (wattage output)
- Searchlight (current draw)
- Water Tank System (current draw)

## 5 Pricing

The following table contains Pricing for two (2) S-70M FIREHAWK with Orange County Fire Authority as described in the 4 Statement of Work of this Proposal Document.

### 5.1 Pricing

#### Orange County Fire Authority Pricing

Table 5.1 Orange County Fire Authority FIREHAWK Pricing

<b>S-70M FIREHAWK</b>	<b>Price Per Aircraft</b>	<b>Quantity</b>	<b>Extended Price</b>
One new Sikorsky S-70M helicopter with United Rotorcraft FIREHAWK modifications and Kawak Tank SN's: 704119, 704121	<b>\$25,926,673</b>	<b>2</b>	<b>\$51,853,346</b>

Table 5.2 Sales Tax

<b>Sales Tax Rate</b>	<b>Sales Tax Amount</b>
Fullerton, CA 2022 sales tax rate 7.75%	\$4,018,634.32

Table 5.3 Training Pricing (Optional)

<b>FIREHAWK TRAINING</b>	<b>QTY</b>	<b>Price</b>	<b>Extended Price</b>
S70i Pilot Initial	6	\$77,525.77	\$465,154.64
S70M Maintenance Initial Theory	4	\$13,415.81	\$53,663.23
S70M Maintenance Initial Practical	4	\$13,415.81	\$53,663.23
S70M Maintenance Familiarization	4	\$7,422.68	\$29,690.72
S70M Avionics Initial Theory	4	\$13,415.81	\$53,663.23
S70M Avionics Initial Practical	4	\$13,415.81	\$53,663.23
Total Training Cost			\$709,498.28

Table 5.4 Performance Bond

<b>Performance Bond</b>	<b>Performance Bond Amount</b>
Performance Bond Price	TBD

Notes:

Aircraft Subject to Availability.

Ground support equipment and spares pricing available upon request.

Proposal does not include maintenance programs such as Sikorsky TAP or GE engine hourly support.

Training pricing represents costs for 2023.

Training pricing does not include travel expenses.

If training option is selected, United Rotorcraft will require a separate PO as a pass-through option.

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This proposal is valid predicated on contract execution no later than November 7, 2022.

Performance bond price is not included in aircraft price.

Sales tax is not included in aircraft price.

## 5.2 Milestone Payment Plan

The following table contains the proposed Milestone Payment Plan:

Table 5.5 Milestone Payment Schedule

<b>Milestone Payments</b>	
Contract Award	25%
Aircraft Join	10%
FAT 1	25%
Aircraft Arrival at United Rotorcraft	20%
Completion of HLG Installation	5%
Aircraft Delivery	15%

Based on proposed Aircraft S/N's above, United Rotorcraft expects that the first four Milestone's will be achieved (through arrival to United Rotorcraft) at the time of contract execution. In accordance with the Master Purchase Agreement executed by the parties, Orange County Fire Authority will make the first payment due hereunder for all such milestones achieved at the time of contract execution within seven (7) calendar days of the date by which Orange County Fire Authority obtains its necessary outside funding for this project.

Except as provided above, Orange County Fire Authority shall pay each invoice within 30 days following the Orange County Fire Authority receipt of that invoice, so long as the amount invoiced correctly represents Work completed by United Rotorcraft and previously accepted by the Orange County Fire Authority during the term that the invoice covers.

## 6 Glossary

The below glossary includes a list of acronyms that are used throughout this document.

Table 6.1 Glossary

Acronym	Definition
ABACH	Auxiliary Bleed Air Cabin Heater
AC	Alternating Current
AC/DC	Alternating Current / Direct Current
ACU	Audio Control Unit
ADS-B	Automatic Dependent Surveillance - Broadcast
AEM	Anodyne Electronics Manufacturing
ALDS	Aerial Liquid Delivery System
AMC	Air Methods Corporation
AMPV	Armored Multi-Purpose Vehicle
APU	Auxiliary Power Unit
ASSY	Assembly
AUX	Auxiliary
CCO	Contract Change Order
CDR	Critical Design Review
Com	Communications
CSM	Customer Support Manager
DC	Direct Current
DoD	Department of Defense
DPS	Department of Public Services
EDECU	Enhanced Digital Engine Control Unit
EGI	Embedded Global Positioning Satellite Inertial Navigation System
EIBF	Engine Inlet Barrier Filter
ELA	Electrical Load Analysis
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EMS	Emergency Medical Services
EO/IR	Electro-Optical and Infrared Sensors
ESSS	External Stores Support System
FAA	Federal Aviation Administration
FIS-B	Flight Information System - Broadcast
FLIR	Forward Looking InfraRed
FM	Frequency Modulation
FOD	Foreign Object Damage
GE	General Electric
HD-SDI	High Definition-Serial Digital Interface
HLG	High Landing Gear
HTAWS	Helicopter Terrain Awareness System
HUMS	Health and Usage Monitoring System
ICA	Instructions for Continued Airworthiness
ICS	Internal Communication System
IFF	Identification Friend or Foe
IMP	Integrated Master Plan
IMS	Integrated Master Schedule
IPR	In-Process Review

KOM	Kick Off Meeting
L/H	Left Hand
LACoFD	Los Angeles County Fire Department
LED	Light Emitting Diode
LF/ADF	Low-Frequency Automatic Direction Finder
MEDEVAC	Medical Evacuation
MFD	Multi-Function Display
MFOS	Multi-Functional Operators Seats
MHz	Megahertz
mic/PTT	Microphone / Push To Talk
MLG	Main Landing Gear
NAV	Navigation
NVG	Night Vision Goggles
NVIS	Night Vision Imaging System
OCFA	Orange County Fire Authority
ODA	Organization Designation Authorization
OEM	Original Equipment Manufacturer
PA/Siren	Public Address Siren
PDR	Preliminary Design Review
PHS	Patient Handling System
PIC	Pilot In Command
PM	Project/Program Manager
PMB	Program Management Baseline
PNG	Polycon New Generation
PO	Purchase Order
QMS	Quality Management System
R/H	Right Hand
RAIL	Running Action Item List
RFMS	Rotorcraft Flight Manual Supplement
ROM	Rough Order of Magnitude
Rx/Tx	Receive / Transmit
S/N	Serial Number
SAC	Sikorsky Aircraft Corporation
SOW	Statement of Work
SRR	System Requirements Review
STC	Supplemental Type Certificate
TACAN	Tactical Air Navigation
TACAN/DME	TACAN Distance Measuring Equipment
TAP	Total Assurance Program
TAWS	Terrain Avoidance and Warning System
TCAS	Traffic Alert and Collision Avoidance System
US	United States
UHF	Ultra-High Frequency
UR	United Rotorcraft
USB	Universal Serial Bus
VAC	Volts Alternating Current
VDC	Volts Direct Current
VHF	Very High Frequency



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VOR/ILS	VHF Omni Range / Instrument Landing System
W&B	Weight and Balance
WO	Work Order
WoW	Weigh on Wheels

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## **7 Terms & Conditions**

The following pages contain the United Rotorcraft General Terms and Conditions for Aircraft Sale and Modifications , as negotiated and agreed upon by the parties.

### **GENERAL TERMS AND CONDITIONS FOR AIRCRAFT SALE AND MODIFICATIONS**

1. **APPLICABILITY:** These general terms and conditions (these “Terms”) govern the sale of the goods and services (collectively, the “Deliverables”) by United Rotorcraft, a division of Air Methods Corporation, a Delaware corporation (“Seller”) to Orange County Fire Authority (“Buyer”). Buyer and Seller are referred to individually herein as a “Party” and together as the “Parties”. These terms and any accompanying invoice, proposal and/or statement of work (“SOW”) delivered by Seller to Buyer comprise the entire agreement between the Parties (collectively, this “Agreement”), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. No separate terms and conditions contained or referenced in a purchase order or other document prepared by Buyer and sent to Seller will be binding upon Seller unless and until accepted in a writing signed by an authorized representative of Seller.
2. **AIRCRAFT AND MODIFICATIONS:** As further defined in the SOW, the Deliverables include two (2) aircraft (Sikorsky S-70M™ helicopters and collectively, the “Aircraft”), which will be modified by Seller for firefighting operations.
3. **EXPIRATION OF OFFER:** All offers of sale by Seller or its authorized representatives are firm for thirty (30) days from the date of offer (unless the offer specifically states a different period of validity) and are subject to change without prior notice after such period.
4. **CHANGE ORDERS:** The prices quoted in the SOW are expressly for the Deliverables to be delivered in accordance with the delivery schedule included therein. If Buyer desires to make changes to the Deliverables or delivery schedule (including any cessation or interruption of the work), the Parties must first negotiate a change order and agree in writing upon an appropriate price and/or schedule adjustment before the change will be considered effective.
5. **PRICE:** Buyer shall purchase the Deliverables from Seller at the price (the “Price”) set forth in the SOW executed by the Parties under this Agreement. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; *provided*, however, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel, or real or personal property or other assets.
6. **PAYMENT TERMS:** Buyer shall pay all undisputed invoiced amounts due to Seller within thirty (30) days from the date of Seller’s invoice. Buyer shall make all payments hereunder by check or wire transfer in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all reasonable costs incurred in collecting any late payments, including attorney’s fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Deliverables if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy, or otherwise.

7. **DISPUTE RESOLUTION:** All claims, disputes and/or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall follow the following procedure. First, either Party may request a peer-to-peer review to resolve any issues or disputes. Upon request of a peer-to-peer review by either Party, both Parties shall make available an appropriate individual with appropriate credentials for a telephone call or other communication within fifteen (15) days of the request. With respect to issues for which the peer-to-peer review process has been exhausted, either Party may request a meeting to resolve the issue. Within forty-five (45) days of such request, senior position delegates from Buyer and Seller shall meet in a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute pursuant to the peer-to-peer review process or a good faith meeting, the Parties agree to submit all disputes for mediation with a neutral third party mutually agreed upon by the Parties. Such mediation shall take place within sixty (60) days of such request. Lastly, if the Parties are unable to resolve the dispute through peer-to-peer review, a good faith meeting, or mediation, then either Party may file a legal action in an appropriate forum.

8. **DELIVERY:**

(a) The Deliverables will be delivered with all necessary certifications, acceptances and/or approvals as required by the FAA and as otherwise described in the SOW and according to the mutually agreed-upon delivery schedule.

(b) Seller shall deliver the Aircraft and any other Deliverables to Buyer F.O.B. Seller's facility in Englewood, Colorado, U.S.A. (the "Delivery Point") in accordance with the SOW delivery schedule. Buyer shall take delivery of the Deliverables within ten (10) days of Seller's written notice that the Deliverables have been delivered to the Delivery Point on a specific date mutually agreed upon by the Parties. Buyer shall be responsible for all loading and transport costs and provide equipment and labor reasonably suited for receipt of the Deliverables at the Delivery Point and transport therefrom.

(c) Seller may, upon mutual agreement of the Parties, without liability or penalty, make partial shipments of any loose equipment to Buyer as described in the SOW. Any such shipments will be at Buyer's cost and expense.

(d) If Seller delivers the Deliverables to the Delivery Point in accordance with the requirements of this Agreement and Buyer fails to accept delivery of any of the Deliverables at the Delivery Point within 10 days as described above, or if Seller is unable to deliver the Deliverables as required under this Agreement at the Delivery Point solely because Buyer has not within such 10 day period provided reasonably required instructions, documents, licenses or authorizations needed for such acceptance: (i) risk of loss to the Deliverables shall pass to Buyer; (ii) the Deliverables shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Deliverables until Buyer takes physical possession of them, whereupon Buyer shall be responsible for all reasonable and documented costs and expenses arising directly from the storage of the Deliverables (including, without limitation, storage and insurance fees). Notwithstanding the foregoing, Seller shall not be held responsible for Deliverables left at the Delivery Point for more than thirty (30) days after delivery of such Deliverables.

9. **TITLE AND RISK OF LOSS:** Title and risk of loss passes to Buyer upon acceptance by Buyer of the Deliverables at the Delivery Point. As collateral security for the payment of the purchase price of the Deliverables, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Deliverables, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code.

10. **INSPECTION AND REJECTION OF NONCONFORMING GOODS:**

(a) Buyer shall inspect the Deliverables within ten (10) days of the Delivery Date (the "Inspection Period"). Buyer will be deemed to have accepted the Deliverables unless Buyer notifies Seller in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as reasonably requested by Seller. "Nonconforming Goods" means: (i) any Deliverable is different than identified in the SOW or pursuant to this Agreement; or (ii) any product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, upon mutual agreement between Buyer and Seller (i) replace such Nonconforming Goods with conforming Deliverables, or (ii) credit or refund the Price for such Nonconforming Goods, plus any documented shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Buyer's expense (to be reimbursed by Seller if the Nonconforming Goods are a part of Seller's work scope), the Nonconforming Goods to the Delivery Point. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer at Buyer's place of business, at Seller's expense and risk of loss, the replaced Deliverables. If the Nonconforming Goods are not capable of being easily shipped between the Parties, then the Parties will mutually agree upon an appropriate path forward at Seller's expense.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 10(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 10(a), all sales of Deliverables to Buyer are made on a one-way basis and Buyer has no right to return Deliverables purchased to Seller.

11. **TERMINATION:** If Buyer terminates this Agreement for any reason, Seller shall be entitled to retain any payments from Buyer made prior to such termination and, in addition, Buyer shall pay Seller the actual and substantiated costs of Seller not covered by any previous payments, which may include a reasonable profit, for the work performed in accordance with the Agreement up to the effective date of termination plus reasonable termination settlement expenses.

12. **LIMITED WARRANTY:**

(a) Seller warrants to Buyer that for a period of 12 months from the date of shipment of the Deliverables (the "Warranty Period"), that such Deliverables will materially conform to the specifications in the SOW and will be free from material defects in material and workmanship.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 12(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE DELIVERABLES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party (a "Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with the Deliverables. Third Party Products are not covered by the warranty in Section 12(a). Seller will, however, pass through all existing warranties for such Third Party Products at the time of delivery. Buyer will then be responsible for managing the warranties for Third Party Products. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(d) Seller shall not be liable for a breach of the warranty set forth in Section 12(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within fifteen (15) days of the time when Buyer discovers the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Deliverables and Buyer (if requested to do so by Seller) returns such Deliverables to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Deliverables are defective. If the applicable Deliverable is not capable of being easily shipped between the Parties, the Parties will mutually agree upon an appropriate path forward.

(e) Seller shall not be liable for a breach of the warranty set forth in Section 12(a) if: (i) Buyer makes any further use of such Deliverables after giving such notice without prior written permission from Seller, such permission not to be unreasonably withheld; (ii) the defect arises because Buyer failed to follow Seller's written instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables; or (iii) Buyer alters or repairs such Deliverables without the prior written consent of Seller, unless in accordance with Seller's or the OEM's written instructions.

(f) Subject to Section 12(d) and Section 12(e) above, with respect to any such Deliverables during the Warranty Period, Seller shall, in its sole discretion, either repair or replace such Deliverables (or the defective part). Replacement Deliverables or repairs provided by Seller are warranted for the remaining Warranty Period and any replacement Deliverables will have at least the equivalent lifetime remaining as the Deliverable replaced. There shall be no extended warranty period, expressed or implied, and the warranty shall not extend to any costs incurred by the Buyer for removal and/or replacement of the defective product or component part.

(g) THE REMEDIES SET FORTH IN SECTION 12(f) SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY UNDER THIS WARRANTY PROVISION FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12(a).

### 13. LIMITATION OF LIABILITY:

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER, OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT ACTUALLY PAID TO SELLER FOR THE DELIVERABLES SOLD HEREUNDER.

14. [RESERVED]:

15. **INSURANCE:** Each Party agrees to maintain during the period of performance outlined in the SOW and for two (2) years thereafter, at its own cost and expense, including all premiums, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this Agreement. At a minimum, the Parties shall maintain in force and effect at least the following insurance policies and limits during the term described above: (1) Workers' Compensation insurance in compliance with all State laws to include statutory limits and Employers' Liability with minimum limits of \$1,000,000 and containing a waiver of subrogation in favor of the other Party; and (2) Aviation Hull and Liability insurance with minimum limits of \$25 million per occurrence and \$25 million annual aggregate. Seller will also carry Hangarkeeper's insurance with limits sufficient to cover the value of the Aircraft while maintained in Seller's hangars. For clarification, Buyer's obligation to carry Aviation Hull and Liability insurance will not commence until it takes possession of the Aircraft. The Aviation Hull and Liability policies will name the other Party as an additional insured, shall be primary without any right of contribution of the other Party, and each Party will provide evidence of the required insurance policies upon reasonable request by the other Party.

16. **NOTIFICATION OF INCIDENTS:** Each Party agrees to promptly notify the other Party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement. The Parties agree to cooperate with each other as may be necessary to resolve such matters.

17. **COMPLIANCE:** During the term of the Agreement, each Party agrees to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder, and shall ensure that the Deliverables comply with same (the "Applicable Laws and Standards").

18. **FORCE MAJEURE:** Seller shall not be liable for, nor deemed to be in default by reason of any failure to deliver or any delay in delivery of Deliverables due to any unforeseeable cause beyond its reasonable control; provided that Seller has a duty to use reasonable efforts to mitigate such delays. Such causes shall include, but not be limited to, delays resulting from acts of God, acts of a government authority, war or terrorism, accident, fire, flood, epidemic, pandemic, significant adverse weather events, labor difficulties, interruptions to or unavailability of transportation, inability to obtain supplies, or for any cause interfering with the use of its production facilities or those of its sources of supply.

19. **PROPRIETARY INFORMATION:** "Intellectual Property" means any information or data pertaining to design, development, production, modification, maintenance, and/or repair, including drawings, diagrams, models, formulae, specifications, manuals and instructions, inventions, ideas, discoveries, know-how, work product, components and other tangible products, copyrights, trademarks, trade secrets, industrial property and derivative works, improvements or modifications to any of the foregoing and all other forms of intellectual property, whether or not patentable. "Proprietary Information" means Intellectual Property and all financial, business, technical, and other information relating to the Deliverables. Proprietary Information shall be provided only in written or other permanent form and must be clearly and conspicuously marked as being proprietary using an appropriate legend.

Buyer shall not use the Deliverables or any Proprietary Information for design or manufacture activities without Seller's prior written consent. Buyer may not reverse engineer any of the Deliverables or use the Deliverables for any purpose other than its own internal operations.

Each Party shall retain exclusive title to (i) Intellectual Property rightfully owned or rightfully acquired from third parties prior to the services provided hereunder, and (ii) Intellectual Property rightfully acquired after the commencement of this agreement, but outside performance of the agreement, from a third party.

Buyer agrees to protect and not share with any third parties any of Seller's Proprietary Information, technical data, or drawings delivered to or accessed by Buyer in relation to the Deliverables if such confidential information, technical data, or drawings bear Seller's proprietary or restrictive legend. Under no circumstances shall Buyer assert any ownership or use rights in or relating to any such confidential information, technical data, or drawings provided by Seller pursuant hereto, except pursuant to a written agreement with Seller. Buyer shall not disclose Seller's Proprietary Information, technical data, or drawings bearing Seller's proprietary or restrictive legend to any third party without Buyer's express written consent. Upon Seller's request or completion of the applicable SOW, Buyer shall promptly return or destroy all confidential information, technical data, or drawings bearing Seller's proprietary or restrictive legend to Seller, except to the extent needed for Buyer's continued operation or maintenance of the Deliverables.

20. **AMENDMENT; WAIVER:** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each Party. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege that a Party may have at law or in equity.



21. **ASSIGNMENT:** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 21 is null and void. Unless written consent is first provided by Seller, no Buyer assignment or delegation relieves Buyer of any of its obligations under this Agreement. Seller may assign the Agreement to a parent, subsidiary or affiliate, or a third party participating in an acquisition in which Seller is participating, upon thirty (30) days written notice the Buyer.

22. **RELATIONSHIP OF PARTIES:** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

23. **NON-SOLICITATION:** During the term of this Agreement and for a period of twelve (12) months following the delivery of the Deliverables, Buyer shall not directly solicit, recruit or hire any person who on the date the Deliverables are delivered is an employee of Seller. The foregoing, however, shall not prohibit a general solicitation to the public of general advertising or similar methods of solicitation by search firms not specifically directed at Seller's employees.

24. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms; provided, however, that in the event Buyer resells the Deliverables to another party, such party shall be an intended third-party beneficiary of these Terms.

25. **GOVERNING LAW:** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California, United States of America, without giving effect to any choice or conflict of law provisions thereof.

26. **SUBMISSION TO JURISDICTION:** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the state or federal courts of the United States of America, in the State of California, located in the County of Orange, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

27. **SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. **SURVIVAL:** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, Section 13 through this Section 28.

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**UNITED ROTORCRAFT, a division of Air Methods Corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ORANGE COUNTY FIRE AUTHORITY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

- (d) If Seller delivers the Deliverables to the Delivery Point in accordance with the requirements of this Agreement and Buyer fails to accept delivery of any of the Deliverables at the Delivery Point within 10 days as described above, or if Seller is unable to deliver the Deliverables as required under this Agreement at the Delivery Point solely because Buyer has not within such 10 day period provided reasonably required instructions, documents, licenses or authorizations needed for such acceptance: (i) risk of loss to the Deliverables shall pass to Buyer; (ii) the Deliverables shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Deliverables until Buyer takes physical possession of them, whereupon Buyer shall be responsible for all reasonable and documented costs and expenses arising directly from the storage of the Deliverables (including, without limitation, storage and insurance fees). Notwithstanding the foregoing, Seller shall not be held responsible for Deliverables left at the Delivery Point for more than thirty (30) days after delivery of such Deliverables.

9. **TITLE AND RISK OF LOSS:** Title and risk of loss passes to Buyer upon acceptance by Buyer of the Deliverables at the Delivery Point. As collateral security for the payment of the purchase price of the Deliverables, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Deliverables, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code.

**10. INSPECTION AND REJECTION OF NONCONFORMING GOODS:**

- (a) Buyer shall inspect the Deliverables within ten (10) days of the Delivery Date (the "Inspection Period"). Buyer will be deemed to have accepted the Deliverables unless Buyer notifies Seller in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as reasonably requested by Seller. "Nonconforming Goods" means: (i) any Deliverable is different than identified in the SOW or pursuant to this Agreement; or (ii) any product's label or packaging incorrectly identifies its contents.
- (b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, upon mutual agreement between Buyer and Seller (i) replace such Nonconforming Goods with conforming Deliverables, or (ii) credit or refund the Price for such Nonconforming Goods, plus any documented shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Buyer's expense (to be reimbursed by Seller if the Nonconforming Goods are a part of Seller's work

scope), the Nonconforming Goods to the Delivery Point. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer at Buyer's place of business, at Seller's expense and risk of loss, the replaced Deliverables. If the Nonconforming Goods are not capable of being easily shipped between the Parties, then the Parties will mutually agree upon an appropriate path forward at Seller's expense.

- (c) Buyer acknowledges and agrees that the remedies set forth in Section 10(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 10(a), all sales of Deliverables to Buyer are made on a one-way basis and Buyer has no right to return Deliverables purchased to Seller.

11. **TERMINATION:** If Buyer terminates this Agreement for any reason, Seller shall be entitled to retain any payments from Buyer made prior to such termination and, in addition, Buyer shall pay Seller the actual and substantiated costs of Seller not covered by any previous payments, which may include a reasonable profit, for the work performed in accordance with the Agreement up to the effective date of termination plus reasonable termination settlement expenses.

**12. LIMITED WARRANTY:**

- (a) Seller warrants to Buyer that for a period of 12 months from the date of shipment of the Deliverables (the "Warranty Period"), that such Deliverables will materially conform to the specifications in the SOW and will be free from material defects in material and workmanship.
- (b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 12(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE DELIVERABLES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- (c) Products manufactured by a third party (a "Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with the Deliverables. Third Party Products are not covered by the warranty in Section 12(a). Seller will, however, pass through all existing warranties for such Third Party Products at the time of delivery. Buyer will then be responsible for managing the warranties for Third Party Products. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii)

WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- (d) Seller shall not be liable for a breach of the warranty set forth in Section 12(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within fifteen (15) days of the time when Buyer discovers the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Deliverables and Buyer (if requested to do so by Seller) returns such Deliverables to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Deliverables are defective. If the applicable Deliverable is not capable of being easily shipped between the Parties, the Parties will mutually agree upon an appropriate path forward.
- (e) Seller shall not be liable for a breach of the warranty set forth in Section 12(a) if: (i) Buyer makes any further use of such Deliverables after giving such notice without prior written permission from Seller, such permission not to be unreasonably withheld; (ii) the defect arises because Buyer failed to follow Seller's written instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables; or (iii) Buyer alters or repairs such Deliverables without the prior written consent of Seller, unless in accordance with Seller's or the OEM's written instructions.
- (f) Subject to Section 12(d) and Section 12(e) above, with respect to any such Deliverables during the Warranty Period, Seller shall, in its sole discretion, either repair or replace such Deliverables (or the defective part). Replacement Deliverables or repairs provided by Seller are warranted for the remaining Warranty Period and any replacement Deliverables will have at least the equivalent lifetime remaining as the Deliverable replaced. There shall be no extended warranty period, expressed or implied, and the warranty shall not extend to any costs incurred by the Buyer for removal and/or replacement of the defective product or component part.
- (g) THE REMEDIES SET FORTH IN SECTION 12(f) SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY UNDER THIS WARRANTY PROVISION FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12(a).

#### 13. LIMITATION OF LIABILITY:

- (a) IN NO EVENT SHALL SELLER BE LIABLE FOR

ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER, OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT ACTUALLY PAID TO SELLER FOR THE DELIVERABLES SOLD HEREUNDER.

#### 14. [RESERVED]:

15. INSURANCE: Each Party agrees to maintain during the period of performance outlined in the SOW and for two (2) years thereafter, at its own cost and expense, including all premiums, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this Agreement. At a minimum, the Parties shall maintain in force and effect at least the following insurance policies and limits during the term described above: (1) Workers' Compensation insurance in compliance with all State laws to include statutory limits and Employers' Liability with minimum limits of \$1,000,000 and containing a waiver of subrogation in favor of the other Party; and (2) Aviation Hull and Liability insurance with minimum limits of \$25 million per occurrence and \$25 million annual aggregate. For clarification, Buyer's obligation to carry Aviation Hull and Liability insurance will not commence until it takes possession of the Aircraft. The Aviation Hull and Liability policies will name the other Party as an additional insured, shall be primary without any right of contribution of the other Party, and each Party will provide evidence of the required insurance policies upon reasonable request by the other Party.

16. NOTIFICATION OF INCIDENTS: Each Party agrees to promptly notify the other Party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement. The Parties agree to cooperate with each other as may be necessary to resolve such matters.

17. COMPLIANCE: During the term of the Agreement, each Party agrees to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by

any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder, and shall ensure that the Deliverables comply with same (the “Applicable Laws and Standards”).

18. **FORCE MAJEURE:** Seller shall not be liable for, nor deemed to be in default by reason of any failure to deliver or any delay in delivery of Deliverables due to any unforeseeable cause beyond its reasonable control; provided that Seller has a duty to use reasonable efforts to mitigate such delays. Such causes shall include, but not be limited to, delays resulting from acts of God, acts of a government authority, war or terrorism, accident, fire, flood, epidemic, pandemic, significant adverse weather events, labor difficulties, interruptions to or unavailability of transportation, inability to obtain supplies, or for any cause interfering with the use of its production facilities or those of its sources of supply.

19. **PROPRIETARY INFORMATION:** “Intellectual Property” means any information or data pertaining to design, development, production, modification, maintenance, and/or repair, including drawings, diagrams, models, formulae, specifications, manuals and instructions, inventions, ideas, discoveries, know-how, work product, components and other tangible products, copyrights, trademarks, trade secrets, industrial property and derivative works, improvements or modifications to any of the foregoing and all other forms of intellectual property, whether or not patentable. “Proprietary Information” means Intellectual Property and all financial, business, technical, and other information relating to the Deliverables. Proprietary Information shall be provided only in written or other permanent form and must be clearly and conspicuously marked as being proprietary using an appropriate legend.

Buyer shall not use the Deliverables or any Proprietary Information for design or manufacture activities without Seller’s prior written consent. Buyer may not reverse engineer any of the Deliverables or use the Deliverables for any purpose other than its own internal operations.

Each Party shall retain exclusive title to (i) Intellectual Property rightfully owned or rightfully acquired from third parties prior to the services provided hereunder, and (ii) Intellectual Property rightfully acquired after the commencement of this agreement, but outside performance of the agreement, from a third party.

Buyer agrees to protect and not share with any third parties any of Seller’s Proprietary Information, technical data, or drawings delivered to or accessed by Buyer in relation to the Deliverables if such confidential information, technical data, or drawings bear Seller’s proprietary or restrictive legend. Under no circumstances shall Buyer assert any ownership or use rights in or relating to any such confidential information, technical data, or drawings provided by Seller pursuant hereto, except pursuant to a written agreement with Seller. Buyer shall not disclose Seller’s Proprietary Information, technical data, or drawings bearing Seller’s proprietary or restrictive legend to any third party without Buyer’s express written consent. Upon Seller’s request or completion of the applicable SOW, Buyer shall promptly return or destroy all

confidential information, technical data, or drawings bearing Seller’s proprietary or restrictive legend to Seller, except to the extent needed for Buyer’s continued operation or maintenance of the Deliverables.

20. **AMENDMENT; WAIVER:** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each Party. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege that a Party may have at law or in equity.

21. **ASSIGNMENT:** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 21 is null and void. Unless written consent is first provided by Seller, no Buyer assignment or delegation relieves Buyer of any of its obligations under this Agreement. Seller may assign the Agreement to a parent, subsidiary or affiliate, or a third party participating in an acquisition in which Seller is participating, upon thirty (30) days written notice the Buyer.

22. **RELATIONSHIP OF PARTIES:** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

23. **NON-SOLICITATION:** During the term of this Agreement and for a period of twelve (12) months following the delivery of the Deliverables, Buyer shall not directly solicit, recruit or hire any person who on the date the Deliverables are delivered is an employee of Seller. The foregoing, however, shall not prohibit a general solicitation to the public of general advertising or similar methods of solicitation by search firms not specifically directed at Seller’s employees.

24. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms; provided, however, that in the event Buyer resells the Deliverables to another party, such party shall be an intended third-party beneficiary of these Terms.

25. **GOVERNING LAW:** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California, United States of America, without giving effect to any choice or conflict of law provisions thereof.



26. SUBMISSION TO JURISDICTION: Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the state or federal courts of the United States of America, in the State of California, located in the County of Orange, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

27. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. SURVIVAL: Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, Section 13 through this Section 28.

**UNITED ROTORCRAFT, a division of Air Methods Corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ORANGE COUNTY FIRE AUTHORITY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## OCFA Sole Source Request Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (annually) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Operations / Division 10 Special Operations	<b>Requested By:</b> Tim Perkins	<b>Date:</b> September 6, 2022
<b>Recommended Vendor:</b> United Rotorcraft	<b>Vendor Contact:</b> Brad Schneider	<b>Vendor's E-mail Address:</b> Bradley.Schneider@airmethods.com
<b>Vendor Address:</b> 7301 S. Peoria Englewood, Co 80112		<b>Vendor's Telephone #:</b> 303.792.7757
<b>Type of Contract:</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> One Year	<b>Contract Amount:</b> \$55,871,980.32
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

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

United Rotorcraft is the only company authorized by Sikorsky to modify and configure a S70M to a firefighting and rescue FireHawk. The aircraft will have added configuration of high landing gear, 1,000 gallon firefighting Kawak tank, Goodrich external 250' hoist, Churchill mapping, Inlet Barrier filters and additional scene lights.

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

Manufacturing for the S70-M Sikorski Blackhawk is in Miliec, Poland and was purchased by United Rotorcraft. United Rotorcraft is the only authorized company that works directly with Sikorski to allow for aircraft modifications. United Rotorcraft will convert the Blackhawk into a Firehawk meeting OCFA configuration. Also, UR had preemptively

**SECTION III – JUSTIFICATION (continued)**

purchased multiple aircraft from Sikorsky and has the ability to deliver a finished product sooner than if OCFA were to purchase directly from Sikorsky.

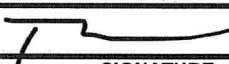

**3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.**

Staff spent five weeks selecting an aircraft configuration that would provide the necessary equipment at the best value for OCFA. Negotiated pricing underwent several revisions to obtain best and final pricing.

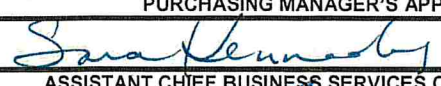
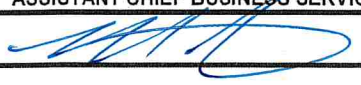
**4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**  
(If yes, please explain how and what the future costs will be.)

While the aircraft purchase and configuration by United Rotorcraft are a one-time cost, there will be costs associated with maintaining the aircraft.

**Sole Source Request Submitted by:**

DIVISION CHIEF NAME	SIGNATURE	DATE
Tim Perkins		9/15/22
DEPUTY CHIEF NAME	SIGNATURE	DATE
Kenny Dossey		9/15/22
FIRE CHIEF NAME	SIGNATURE	DATE
Brian Fennessy		

**Purchasing Manager's Comments:** Sikorsky provided documentation indicating they are the sole provider of the Blackhawk and that UR owns the intellectual property required to convert that aircraft into a Firehawk. Sikorsky confirmed that the soonest another aircraft will be available to OCFA is late 2024. Staff also confirmed that other agencies have also concluded that UR is the sole source for Firehawk conversion.

PURCHASING MANAGER'S APPROVAL	DATE
	9/15/2022
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	9/15/22

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

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



Sikorsky Aircraft Corporation  
6900 Main Street  
Stratford, CT 06615  
Telephone 203•386•4000



July 14, 2022

Chief Brian Fennessey  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA 92602

Subject: Request for Explanation of FIREHAWK and BLACK HAWK Manufacturing Process

Dear Chief Fennessey:

This letter is specifically being sent in response to the subject request for an explanation regarding the FIREHAWK and BLACK HAWK manufacturing process and Sikorsky and Air Methods Inc. relationship, as well as providing a Factory Authorization Letter for United Rotorcraft.

The BLACK HAWK helicopter is operated by multiple branches of the US Military and has earned its standing as the preferred multi-mission utility aircraft of militaries worldwide. Designed to strict military standards, its ruggedness, dependability and versatility, have made this aircraft a legend. Sikorsky, a Lockheed Martin company, is the only original equipment manufacturer (OEM) and the sole source provider for new production BLACK HAWK helicopters. More than 4,000 BLACK HAWK helicopters have been produced to date. This fleet has now flown over 15 million flight hours, in some of the most difficult conditions imaginable, successfully completing missions ranging from utility transport, search and rescue, to swift water rescue, firefighting and MEDEVAC.

In cooperation with the US Army National Guard and the Los Angeles County Fire Department, Sikorsky Aircraft Corporation (Sikorsky) developed a multi-mission, fire-fighting variant of the BLACK HAWK named the FIREHAWK. Sikorsky initially redesigned the standard landing gear arrangement to create a High Land Gear configuration and belly tank attachment points to accommodate the 1,000-gallon belly mounted water tank. Working closely together, Sikorsky and Air Methods, Inc., United Rotorcraft Division (United Rotorcraft), created the multi-mission capability and modified cockpit of the FIREHAWK. This collaboration yielded the first FIREHAWK version of the BLACK HAWK more than 22 years ago. Since that time the S-70 BLACK HAWK has evolved from the inside out. Today's latest 3<sup>rd</sup> generation aircraft features a digital system aircraft, that delivers substantial improvements in performance, safety, cost effectiveness and reduced maintenance.

The FIREHAWK is created by modifying the base BLACK HAWK, using intellectual property provided by Sikorsky. United Rotorcraft is uniquely, the only completion center currently approved by Sikorsky to modify an S-70 BLACK HAWK into a FIREHAWK. The FIREHAWK has proven itself to be the best multi-mission helicopter for the critical initial attack phase of aerial firefighting. This specific and unique capability of today's FIREHAWK is only available through the combined efforts of Sikorsky and United Rotorcraft.

Thank you for considering joining the growing group of FIREHAWK operators in the Western US.

Sikorsky Aircraft Corporation  
6900 Main Street  
Stratford, CT 06615  
Telephone 203•386•4000



Best Regards,

*Dave Peterson*

David Peterson  
Director, FIREHAWK Sales  
Sikorsky Aircraft  
203-572-4493

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22<sup>nd</sup> day of September, 2022 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and FlightSafety International, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide pilot training, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA Project pricing on September 8, 2022, incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) Firm's Proposal, and (2) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

## **1.2 Compliance with Law**

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

## **1.3 Licenses and Permits**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

## **1.4 Familiarity with Work**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

## **1.5 Care of Work**

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

## **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

## **2. TIME FOR COMPLETION**

The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

## **3. COMPENSATION OF FIRM**

### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "A," in an amount not to exceed Three Hundred Eighty-nine Thousand Four Hundred dollars (\$389,400).

### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Finance Division Manager, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

### **3.3 Changes**

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

### **3.4 Appropriations**

The need for the Services contemplated by this Agreement is premised upon OCFA's purchase of two (2) Sikorsky S-70M helicopters (the "Aircraft"). The Parties acknowledge and agree that the purchase of the Aircraft and, by extension, the need for the Services, is contingent upon OCFA's ability to secure third-party funding and financing ("Outside Funding") for the purchase of the Aircraft. OCFA is anticipated to, but is not required to, secure the "Outside Funding" for said purchase by November 7, 2022. OCFA retains the sole discretion to accept or reject the Outside Funding for any reason whatsoever. As such, OCFA may terminate this Agreement on or before November 7, 2022, upon written notice to Firm and without penalty, for the sole reason of its failure to secure Outside Funding.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

### **4.2 Schedule of Performance**

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

### **4.4 Term**

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory

completion of the services, but not exceeding one (1) year from the date hereof, unless extended by mutual written agreement between OCFA and the Firm.

## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: \_\_\_\_\_

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

### **5.2 Contract Officer**

The Contract Officer shall be Tim Perkins, Division Chief, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

**5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**5.4.2** Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this



Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.6 Employee Retirement System Eligibility Indemnification**

**5.6.1** In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**6.2.1 Professional Liability/Technology Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

**6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**6.2.1.2** If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

**6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

**6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than

one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. If a general aggregate limit applies, the general aggregate limit shall be no less than two million dollars (\$2,000,000.00). Coverage for products and completed operations is required with limits no less than two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)),

by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

**6.4 Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

**6.4.1.1 Additional Insured:** The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

**6.4.1.1.1 Additional Insured Endorsements:** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing.** Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 Insurance for Subconsultants.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

**6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

**6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

## **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

## **7. RECORDS AND REPORTS**

### **7.1 Reports**

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

### **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to



evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

### **7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

### **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

### **7.5 Confidential Materials**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

## **8.2 Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **8.3 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## **8.4 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

## **8.5 Termination Prior to Expiration of Term**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

## **8.6 Termination for Default of Firm**

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and

OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

### **8.7 Attorneys' Fees**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

## **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

### **9.1 Non-Liability of OCFA Officers and Employees**

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

### **9.2 Covenant Against Discrimination**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

### **10.2 Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority  
Attention: Sara Kennedy  
1 Fire Authority Road  
Irvine, CA 92602

**WITH COPY TO:**  
David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To Firm:

[Name]  
Attention: \_\_\_\_\_  
[Address]

#### **10.2 Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

#### **10.3 Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **10.4 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

#### **10.5 Corporate Authority**

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

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Manager

**APPROVED AS TO FORM.**

**ATTEST:**

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

David E. Kendig  
General Counsel

Maria D. Huizar  
Clerk of the Board

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

**“FIRM”**

**FLIGHTSAFETY INTERNATIONAL**

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

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

[Name]  
[Title]

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

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

[Name]  
[Title]

**EXHIBIT “A”**  
Scope of Services to be Provided

**A.1 SIKORSKY PILOT TRAINING**

As further described below, Firm will provide factory authorized Sikorsky Black Hawk S-70M Initial Pilot Phase 1 full motion simulator flight safety training for six OCFA pilots. Training will be provided at the Learning Center in West Palm Beach, Florida. Pilots will practice performance-based techniques including emergency procedures utilizing Firm’s patented methods, immersive technology, and various training scenarios.

**A.2 PRICING**

<b>Pilot Flight Simulator Training</b>			
<b>Course Level</b>	<b>No. Students</b>	<b>Unit Price</b>	<b>Total</b>
Sikorsky S70M Pilot Initial	6	\$64,900 each	\$389,400

In the event an OCFA pilot possesses prior experience with the Sikorsky Black Hawk, the course level may be modified to the Sikorsky S70M Pilot Prior Experience at a rate of \$34,900 per student.

## OCFA Sole Source Request Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (annually) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Operations / Division 10 Special Operations	<b>Requested By:</b> Tim Perkins	<b>Date:</b> September 6, 2022
<b>Recommended Vendor:</b> Flight Safety International	<b>Vendor Contact:</b>	<b>Vendor's E-mail Address:</b> Bradley.Schneider@airmethods.com
<b>Vendor Address:</b> 3887 Southern Blvd West Palm Beach FL 33406-1431		<b>Vendor's Telephone #:</b> 561.515.2900
<b>Type of Contract:</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> One Year	<b>Contract Amount:</b> \$389,400
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

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

Flight Safety International is a full motion simulator company that provides the student to fly the S70M aircraft. The student is able to perform emergency procedures that build muscle memory techniques in the event the pilot encounters a similar situation while in flight.

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

Flight Safety International is the only full motion simulator company that provide fundamental training in the S70M. FlightSafety is a supplier of mission-critical training program using technology to provide the highest level of training using specialized programs.



SECTION III – JUSTIFICATION (*continued*)


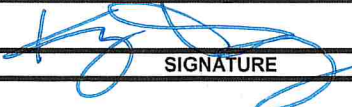
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.

OCFA currently uses FlightSafety for pilots attending Bell 412 training annually. The quoted price for the training was discounted for being an existing customer.



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

Yes. Pilots will return annually for training. As a recurrent pilot the current pricing \$29,300 per pilot.

## Sole Source Request Submitted by:

DIVISION CHIEF NAME	SIGNATURE	DATE
Tim Perkins		9/15/22
DEPUTY CHIEF NAME	SIGNATURE	DATE
Kenny Dossey		9/15/22
FIRE CHIEF NAME	SIGNATURE	DATE
Brian Fennessy		

## Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	9/15/2022
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	9/15/22

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

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



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22<sup>nd</sup> day of September, 2022 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Sikorsky, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide pilot and maintenance training, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA Project pricing on September 8, 2022, incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) Firm's Proposal, and (2) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

## **1.2 Compliance with Law**

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

## **1.3 Licenses and Permits**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

## **1.4 Familiarity with Work**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

## **1.5 Care of Work**

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

## **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

## **2. TIME FOR COMPLETION**

The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

## **3. COMPENSATION OF FIRM**

### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "A," in an amount not to exceed Five Hundred Sixty-eight Thousand Four Hundred Sixty dollars (\$568,460).

### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Finance Division Manager, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

### **3.3 Changes**

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

### **3.4 Appropriations**

The need for the Services contemplated by this Agreement is premised upon OCFA's purchase of two (2) Sikorsky S-70M helicopters (the "Aircraft"). The Parties acknowledge and agree that the purchase of the Aircraft and, by extension, the need for the Services, is contingent upon OCFA's ability to secure third-party funding and financing ("Outside Funding") for the purchase of the Aircraft. OCFA is anticipated to, but is not required to, secure the "Outside Funding" for said purchase by November 7, 2022. OCFA retains the sole discretion to accept or reject the Outside Funding for any reason whatsoever. As such, OCFA may terminate this Agreement on or before November 7, 2022, upon written notice to Firm and without penalty, for the sole reason of its failure to secure Outside Funding.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

### **4.2 Schedule of Performance**

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

### **4.4 Term**

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services, but not exceeding one (1) year from the date hereof, unless extended by mutual written agreement between OCFA and the Firm.

## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: \_\_\_\_\_

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

### **5.2 Contract Officer**

The Contract Officer shall be Tim Perkins, Division Chief, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

**5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its

subsections) are complied with prior to commencement of Services by each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**5.4.2** Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.6 Employee Retirement System Eligibility Indemnification**

**5.6.1** In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**6.2.1 Professional Liability/Technology Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

**6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**6.2.1.2** If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

**6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

**6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.



**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. If a general aggregate limit applies, the general aggregate limit shall be no less than two million dollars (\$2,000,000.00). Coverage for products and completed operations is required with limits no less than two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

**6.4 Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

**6.4.1.1 Additional Insured:** The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

**6.4.1.1.1 Additional Insured Endorsements:** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing.** Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to

be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 Insurance for Subconsultants.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

**6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

**6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all

responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

## **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

## **7. RECORDS AND REPORTS**

### **7.1 Reports**

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

## **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

## **7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

## **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## **7.5 Confidential Materials**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

# **8. ENFORCEMENT OF AGREEMENT**

## **8.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of

California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

DRAFT



## **8.2 Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **8.3 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## **8.4 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

## **8.5 Termination Prior to Expiration of Term**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

## **8.6 Termination for Default of Firm**

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and

OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

### **8.7 Attorneys' Fees**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

## **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

### **9.1 Non-Liability of OCFA Officers and Employees**

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

### **9.2 Covenant Against Discrimination**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

### **10.2 Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority  
Attention: Sara Kennedy  
1 Fire Authority Road  
Irvine, CA 92602

**WITH COPY TO:**  
David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To Firm:

[Name]  
Attention: \_\_\_\_\_  
[Address]

#### **10.2 Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

#### **10.3 Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **10.4 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

#### **10.5 Corporate Authority**

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

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Manager

**APPROVED AS TO FORM.**

**ATTEST:**

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

David E. Kendig  
General Counsel

Maria D. Huizar  
Clerk of the Board

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

**“FIRM”**

**SIKORSKY**

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

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

[Name]  
[Title]

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

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

[Name]  
[Title]

**EXHIBIT "A"**  
Scope of Services to be Provided

**A.1 SIKORSKY PILOT TRAINING**

As further described below, Sikorsky will provide S-70 Initial Pilot Phase 2 training and Maintenance Test Pilot training for two OCFA pilots. Training will be provided at the Sikorsky Training academy in Stuart, Florida.

**A.2 SIKORSKY MAINTENANCE TRAINING**

As further described below, Sikorsky will provide S70 Maintenance Initial training and S70 Avionics and Electrical Initial training for four OCFA aircraft maintainers.

**A.3 PRICING**

<b>Pilot Training</b>	
Initial Pilot Training (2 Pilots)	\$197,120
Maintenance Test Pilot Training (2 Pilots)	\$183,800
<b>Aircraft Maintainer Training</b>	
Initial Maintenance Training (4 Maintainers)	\$94,020
Initial Avionics and Electrical Training (4 Maintainers)	\$94,020
Total	\$568,460

**A.4 PROGRAM DESCRIPTION**



# **SIKORSKY**

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## TRAINING ACADEMY



# SIKORSKY

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## TRAINING ACADEMY

### TRAINING YOU CAN TRUST

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The Sikorsky Training Academy (STA) is pleased to offer a full range of comprehensive solutions for your training requirements. From standard courses to individualized customer training programs, our team will work closely with you to ensure full mission readiness.

Located on Martin County Airport, Witham Field in Stuart Florida, STA is just north of Sikorsky's West Palm Beach Facility. Our Academy operational facility spans more than 35,000 square feet.

We understand the strict requirements of developing a new work force and the long-range outlook necessary to support aviation operations. STA can offer formal maintenance and pilot programs for both students new to aviation and those experienced personnel transitioning from other platforms.

Our pilot training program ensures new students thoroughly understand systems and procedures in their specific aircraft. Pilots train in flight simulators and fully operational aircraft to prepare them for more advanced Black Hawk mission training.

#### **Safety First...Always**

Our pilots, maintainers, and instructors know the aircraft and have extensive experience in their performance, along with a direct line to the Sikorsky engineering department for questions and needs.

STA has the capability to develop your maintenance staff into a highly skilled maintenance teams able to perform in the most demanding environments. Performance-based training focuses on demonstrating both proficiency and skill.

The Sikorsky Training Academy is an OEM facility that offers both an advanced training range and a Night Vision Goggle (NVG) isolated area.

#### **Contacts:**

##### **Senior Program Manager**

Sean Cattanach  
203-926-7858  
sean.t.cattanach@lmco.com

##### **Site Manager**

Jimi Crimmins  
772-403-0611  
jimi.crimmins@lmco.com

##### **Chief Pilot**

Joe Stoney  
203-522-9498  
joseph.r.stoney@lmco.com

##### **Lead Instructor**

Rob Ostrowski  
772-403-0929  
robert.b.ostrowski@lmco.com



# GENERAL STUDENT INFORMATION

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## LANGUAGE REQUIREMENTS

### PILOT TRAINING

Training courses are conducted in the English language, and all written material will be delivered in English. It is required that pilots be able to read, write and communicate in English to International Civil Aviation Organization (ICAO) level 4 English language proficiency standards in order to meet the FAA verification process.

Pilots and crewmembers must have a good safety record and current unrestricted flight medical certificate. All flight documents must be presented in English or translated for review to ensure approvals are in place prior to training.

### MAINTENANCE TRAINING

Excellent comprehension skills and command of the English language is necessary. This requires the student to have the ability to write and communicate in English to an International Civil Aviation Organization (ICAO) level 4 English language proficiency standard.

## COMPLETION STANDARDS

### FLIGHT COURSES

Successful completion is dependent on the student attending a minimum of 95% of all course sessions. A performance-based flight evaluation will be administered by a Sikorsky qualified flight instructor prior to course completion, in which the individual must demonstrate proficiency. Upon successful completion of the flight training, Sikorsky will submit a Certification of Completion to the pilot or crewmember.

### MAINTENANCE COURSES

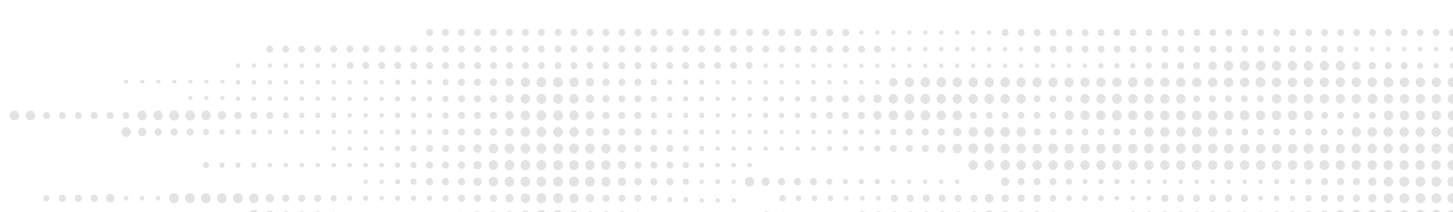
Successful completion is dependent on the student attending a minimum of 90% of all course sessions. Students will participate as directed in all practical and academic exercises and complete all examinations with a minimum score of 70%. Upon successful completion of the maintenance training, Sikorsky will submit a Certification of Completion to the technician.

### ALLOWABLE TRAINING

All training will be conducted in accordance with current U.S. State Department approvals and provisos. Accordingly, training will be limited to aircraft, subsystem operation, and maintenance. Doctrines and mission tactics will be included in the instruction.

### PROPRIETARY INFORMATION

Sikorsky does not permit audio or video recordings of training courses or technical data by any customer. Training syllabi and curriculum documents are considered Sikorsky proprietary information and as such are not for replication or reissue.





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# PILOT INITIAL QUALIFICATION COURSE

## COURSE DESCRIPTION

The **Black Hawk Pilot Initial Qualification Course** is intended for current qualified commercial helicopter pilots with instrument rating, or military equivalent, with no prior Black Hawk helicopter qualifications.

Phase 1 provides ground school academics and full flight simulation training over 19 days.

*This phase covers the following topics:*

- General Aircraft Overview
- Publications
- Crew Resource Management
- Adverse Weather Operations
- Electrical Power System
- Powerplant and Related Systems
- Fire Protection Systems
- Fuel System
- Hydraulic Systems
- Landing Gear and Brakes
- Powertrain
- Automatic Flight Control System
- Main Rotor/Tail Rotor
- Active Vibration Control System
- Flight Management System
- Integrated Cockpit
- Performance Planning

Phase 2 provides flight training over 10 days.

*This phase covers the following topics:*

- Flight Preparations
- Preflight Procedures
- Takeoff and Departure
- Inflight Maneuvers
- Landings and Approaches to Landings
- Flight Director Procedures
- Emergency Procedures
- Post Flight Procedures

## COURSE LENGTH

The combined duration of training for both phases is 29 days, or 6 weeks, in length. This will include 10 hours of Systems Integration training conducted on a Ground Flight Simulator, in addition to 20 hours Pilot in Command simulator time and 10 hours of Second in Command aircraft time.

## COURSE PREREQUISITES

- Possess a current commercial helicopter certificate with instrument rating or military equivalent for a turbine helicopter and have a minimum of 500 flight hours in turbine rotorcraft.
- Additional requirements as listed in General Student Information.



# BLACK HAWK PILOT TRANSITION COURSE

## COURSE DESCRIPTION

The **Black Hawk Pilot Transition Course** will train previously qualified legacy S-70 or H-60 helicopter pilots in the latest generation of the Black Hawk Helicopter.

Phase 1 covers ground school academics as well as full-flight simulation training over 10 days. The ground school will focus on the systems that are different from legacy models.

*This phase covers the following topics:*

- General Aircraft Overview
- Publications
- Crew Resource Management
- Adverse Weather Operations
- Electrical Power System
- Powerplant and Related Systems
- Fire Protection Systems
- Fuel System
- Hydraulic Systems
- Landing Gear and Brakes
- Powertrain
- Automatic Flight Control System
- Main Rotor/Tail Rotor
- Active Vibration Control System
- Flight Management System
- Integrated Cockpit
- Performance Planning

Phase 2 covers aircraft flight training over 10 days.

*This phase covers the following topics:*

- Flight Preparations
- Preflight Procedures
- Takeoff and Departure
- Inflight Maneuvers
- Landings and Approaches to Landings
- Flight Director Procedures
- Emergency Procedures
- Post Flight Procedures

## COURSE LENGTH

The combined duration of training for both phases is 20 days, or 4 weeks, in length. This will include 7 hours of Systems Integration training conducted on a Ground Flight Simulator, in addition to 10 hours Pilot in Command simulator time, and 10 hours of Second in Command aircraft time.

## COURSE PREREQUISITES

- Possess a current commercial helicopter certificate with instrument rating, or military equivalent for a turbine helicopter and have a minimum of 500 flight hours in turbine rotorcraft.
- Be previously qualified in S-70 or H-60 rotorcraft.
- Additional requirements as listed in General Student Information.



# MAINTENANCE TEST PILOT FAMILIARIZATION TRAINING COURSE

## COURSE DESCRIPTION

A Maintenance Test Pilot (MTP) must possess a thorough understanding of the systems, knowledge of the maintenance test flight manual, functional checks, and the ability to communicate effectively as a crewmember.

The **Black Hawk Maintenance Test Pilot Familiarization Training Course** provides the pilot with the knowledge and proficiency to perform post-maintenance operational checks required to return an aircraft to flyable status.

This training focuses on determining the aircraft airworthiness, utilizing proven techniques in order to determine whether the airframe, powerplant, accessories, and other equipment are functioning in accordance with predetermined requirements.

*This course will be conducted in the aircraft and covers the following topics:*

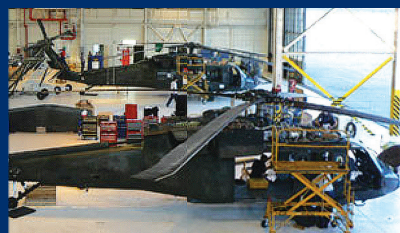
- Maintenance Test Flight Preparations
- Preflight Procedures
- Before Starting Engine Checks
- Starting Engine Checks
- Run-Up Checks
- Taxi Checks
- Before Takeoff/Hover Checks
- After Takeoff/Cruise Checks
- After Landing Checks
- Maintenance Test Flight Checks

## COURSE LENGTH

The duration of training is 10 days, or 2 weeks, in length. This will include 10 hours of Second in Command aircraft time.

## COURSE PREREQUISITES

- Possess a current commercial helicopter certificate with instrument rating or military equivalent for a turbine helicopter and have a minimum of 500 flight hours in turbine rotorcraft.
- Within the last six months, have 30 hours in type, 20 hours as Pilot in Command in type and 20 hours in specific model.
- Pilots who are not previously qualified in the latest generation S-70 or H-60 rotorcraft must complete the Pilot Initial Qualification Course. Pilots who are previously qualified in a legacy S-70 or H-60 rotorcraft must complete the Pilot Transition Course (academics and flight simulator).
- Additional requirements as listed in General Student Information.





# MAINTENANCE TEST PILOT DIFFERENCES COURSE

## COURSE DESCRIPTION

The **Black Hawk Maintenance Test Pilot Differences Course** will train previously qualified legacy S-70 or H-60 Maintenance Test Pilots in the newest generation of the Black Hawk. This course focuses on the differences from the legacy aircraft to the newest generation of Black Hawk.

*This course will be conducted in the aircraft and covers the following topics:*

- Maintenance Test Flight Preparations
- Preflight Procedures
- Before Starting Engine Checks
- Starting Engine Checks
- Run-Up Checks
- Taxi Checks
- Before Takeoff/Hover Checks
- After Takeoff/Cruise Checks
- After Landing Checks
- Maintenance Test Flight Checks

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This will include 5 hours of Second in Command aircraft time.

## COURSE PREREQUISITES

- Possess a current commercial helicopter certificate with instrument rating or military equivalent for a turbine helicopter and have a minimum of 500 flight hours in turbine rotorcraft.
- Previously qualified as a maintenance test pilot in legacy models of the H-60 or S-70 rotorcraft.
- 1000 hours in legacy models of the H-60 or S-70 rotorcraft.
- Within the last six months, have 30 hours in type, 20 hours as Pilot in Command in type, and 20 hours in specific model.
- Additional requirements as listed in General Student Information.



# INSTRUCTOR PILOT FAMILIARIZATION COURSE

## COURSE DESCRIPTION

The **Black Hawk Instructor Pilot Familiarization Course** trains instructor pilots on how to safely conduct training in the latest generation of the Black Hawk.

*This course will be conducted in the aircraft and covers the following topics:*

- Flight Preparations
- Preflight Procedures
- Takeoff and Departure
- Inflight Maneuvers
- Landing and Approaches to Landing
- Flight Director Procedures
- Emergency Procedures
- Post Flight Procedures
- Methods of Instruction

This course does not fulfill the renewal of flight instructor certificate requirement under 14 CFR 61.197.

## COURSE LENGTH

The duration of training is 10 days/2 weeks in length. This will include 10 hours of Second in Command aircraft time.

## COURSE PREREQUISITES

- Possess a previously qualified and current rotorcraft Certified Flight Instructor, or military Instructor Pilot, in helicopters by their cognizant military/government organization, for a turbine helicopter.
- Have a minimum of 1000 flight hours in turbine rotorcraft, of which 500 hours must be Pilot in Command time.
- Within the last six months, have 30 hours in type, 20 hours as Pilot in Command in type, and 20 hours in specific model.
- Pilots who are not previously qualified in the latest generation S-70 or H-60 must complete the Pilot Initial Qualification Course. Pilots who are previously qualified in legacy S-70 or H-60 aircraft, must complete the Black Hawk Pilot Transition Course (academics and flight simulator).
- Additional requirements as listed in General Student Information.



# INSTRUCTOR PILOT REFRESHER COURSE

## COURSE DESCRIPTION

An Instructor Pilot must stay sharp and current with their understanding of the aircraft systems, knowledge of flight maneuvers, and their ability to instruct while acting as an effective crewmember.

The **Black Hawk Instructor Pilot Refresher Course** trains previously qualified S-70 or H-60 Instructor Pilots by providing a review of systems and emergency procedures, as well as flight training and instructional techniques utilized when training organizational pilots.

This course is conducted in the aircraft with a focus on the Instructor Pilots abilities to provide instruction with an emphasis on Crew Resource Management.

*This course will cover the following topics:*

- Flight Preparations
- Preflight Procedures
- Takeoff and Departure
- Inflight Maneuvers
- Landing and Approaches to Landing
- Flight Director Procedures
- Emergency Procedures
- Post Flight Procedures
- Methods of Instruction

This course does not fulfill the renewal of flight instructor certificate requirement under 14 CFR 61.197

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This will include 5 hours of Second in Command aircraft time.

## COURSE PREREQUISITES

- Possess a previously qualified and current rotorcraft Certified Flight Instructor, or military Instructor Pilot, in helicopters by their cognizant military/government organization, for a turbine helicopter.
- Have a minimum of 1000 flight hours in turbine rotorcraft, of which 500 hours must be Pilot in Command time.
- Have 30 hours in type, 20 hours Pilot in Command in type, and 20 hours in specific model.
- Additional requirements as listed in General Student Information.



# PILOT MISSION EQUIPMENT FAMILIARIZATION COURSE

## COURSE DESCRIPTION

Each pilot must learn to operate the specific aircraft mission equipment installed in their aircraft while acting as an effective crewmember.

The **Black Hawk Pilot Mission Equipment Familiarization Course** is organized to familiarize pilots with their specific mission equipment. The course provides the necessary knowledge and proficiency to preflight and operate that equipment.

*Depending upon the customer aircraft configuration, the syllabus will need to be custom tailored and/or may include the following topics:*

- Navigation and Flight Planning
- Search and Rescue Patterns
- External Load/Hoist
- Communications
- Integrated Vehicle Health Management System
- Customer Specific Equipment

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This will include 5 hours of Second in Command aircraft time.

## COURSE PREREQUISITES

- Possess a current commercial helicopter certificate with instrument rating, or military equivalent for a turbine helicopter; and have a minimum of 500 flight hours in turbine rotorcraft.
- Have a minimum of 500 flight hours in turbine rotorcraft.
- Pilots who are not previously qualified in the latest generation S-70 or H-60 rotorcraft must complete the Pilot Initial Qualification Course.
- Additional requirements as listed in General Student Information.





# RECURRENT / REFRESHER PILOT COURSE

## COURSE DESCRIPTION

A pilot must stay sharp and current with their understanding of the aircraft systems, knowledge of flight maneuvers, and the ability to operate as an effective crewmember.

The **Black Hawk Recurrent/Refresher Course** targets pilots who have attended an Initial or Transition course and required to attend annual training or have not flown the aircraft for an extended period of time.

*This course is conducted in the aircraft and covers the following topics:*

- Flight Preparations
- Preflight Procedures
- Takeoff and Departure
- Inflight Maneuvers
- Landings and Approaches to Landings
- Flight Director Procedures
- Emergency Procedures
- Post Flight Procedures

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This will include 5 hours of Second in Command aircraft time.

## COURSE PREREQUISITES

- Possess a current commercial helicopter certificate with instrument rating or military equivalent for a turbine helicopter and have a minimum of 500 flight hours in turbine rotorcraft.
- Additional requirements as listed in General Student Information.



# NIGHT VISION GOGGLE INITIAL COURSE

## COURSE DESCRIPTION

The **Black Hawk Night Vision Goggle Initial Course** is intended for aircrew members with no prior Night Vision Goggle qualification. This course provides pilots and/or crewmembers with relevant and in-depth instruction on the characteristics of utilizing NVGs in-flight. The course includes classroom instruction and practical exercises as well as in-flight training and evaluations.

*This course will cover the following topics:*

- NVG Equipment
- Night Vision Orientation
- NVG Terrain Interpretation
- NVG Flight Planning
- NVG Operational Checks
- VMC NVG Takeoff
- Use of Search Light
- NVG Traffic Pattern
- NVG Approach and Landing
- Landing in Brightly Lighted Areas
- Remote Area of Operations
- Go Around (Wave Off)
- Airspace Surveillance
- Weather Interpretation
- NVG Before-Takeoff Checks
- Hovering Flight with NVGs
- Low Light Conditions
- NVG Deceleration
- Slope Operations

- Autorotation
- Single Engine Failure
- Recovery from Inadvertent Instrument Meteorological Conditions
- Respond to NVG Failure

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. Pilots and/or Crewmembers will receive 8 hours of Ground School and 5 hours of flight time.

## COURSE PREREQUISITES

- This course is available to pilots and crewmembers who are previously qualified and current in the latest generation S-70 or H-60 rotorcraft.
- Pilots must possess a current commercial helicopter certificate with instrument rating, or military equivalent, for a turbine helicopter and have a minimum of 500 flight hours in turbine rotorcraft.
- Additional requirements as listed in General Student Information.



# NIGHT VISION GOGGLE REFRESHER COURSE

## COURSE DESCRIPTION

The **Black Hawk Night Vision Goggle Refresher Course** is intended for aircrew members who are no longer current or need to improve proficiency operating NVGs. This course provides pilots and/or crewmembers with relevant and in-depth instruction on the characteristics of utilizing NVGs in-flight. The course includes classroom instruction and practical exercises as well as in-flight training and evaluations.

*This course will cover the following topics:*

- NVG Equipment
- Night Vision Orientation
- NVG Terrain Interpretation
- NVG Flight Planning
- NVG Operational Checks
- VMC NVG Takeoff
- Use of Search Light
- NVG Traffic Pattern
- NVG Approach and Landing
- Landing in Brightly Lighted Areas
- Remote Area of Operations
- Go Around (Wave Off)
- Airspace Surveillance
- Weather Interpretation
- NVG Before-Takeoff Checks
- Hovering Flight with NVGs
- Low Light Conditions
- NVG Deceleration
- Slope Operations

- Autorotation
- Single Engine Failure
- Recovery from Inadvertent Instrument Meteorological Conditions (IIMC)
- Respond to NVG Failure

## COURSE LENGTH

The duration of training is 3 days in length. Pilots and/or Crewmembers will receive 8 hours of Ground School and 2.5 hours of flight time.

## COURSE PREREQUISITES

- This course is available to pilots and crewmembers who are previously qualified and current in the latest generation S-70 or H-60 rotorcraft.
- Pilots must possess a current commercial helicopter certificate with instrument rating, or military equivalent, for a turbine helicopter and have a minimum of 500 flight hours in turbine rotorcraft.
- Additional requirements as listed in General Student Information.



# AVIATION LIFE SUPPORT EQUIPMENT COURSE

## COURSE DESCRIPTION

The **Black Hawk Aviation Life Support Equipment Course** provides technicians with the necessary knowledge and proficiency in order to perform fittings, adjustments, O-Level repairs, and inspections of the required equipment for crewmember's safety.

This course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises.

*This course will cover the following equipment:*

- Crewmember Helmet
- Crewmember Survival Vest
- Survival Vest Mounted Equipment
- Crewmember Protection Equipment
- Aircraft Fire Bottles
- Miscellaneous Aircraft ALSE Furnishings

## COURSE LENGTH

The duration of training is 10 days, or 2 weeks, in length. This course is designed for a maximum of 10 students and consists of a minimum of 45 hours of practical hand-on instruction. A tailored course, or the addition of students may add time, due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Requirements as listed in General Student Information.





# CREW CHIEF BASIC COURSE

## COURSE DESCRIPTION

The **Black Hawk Crew Chief Basic Course** is intended for technicians who are qualified on the S-70 or H-60 helicopter. The course is comprised of classroom instruction and evaluations, as well as systems integration through practical exercises and in-flight training. Technicians are provided with the necessary knowledge and proficiency to safely perform as crewmembers while operating under Visual Meteorological Conditions.

*This course will cover the following topics:*

- Auxiliary Power Unit (APU) Operation
- Operating Limitations and Restrictions
- Emergency Procedures and Malfunction Analysis
- Crew and Passenger Egress
- Aerospace Scan Techniques & Patterns
- Confined Area Landings
- Equipment and Environmental Training
- Crew Training Device Familiarization
- Hover, Taxi, Take Off and Landings
- Scenario Development and Decision Making

*The following topics may be included as part of the Crew Chief Basic Course with additional training time:*

- Helicopter Night Operations
- Aircraft Formation Flight
- Basic Night Vision Goggle Operations
- Low Level Flight
- Rescue Hoist Deployment and Use
- Bambi Bucket Operations
- Customer Tailored Requirements

## COURSE LENGTH

The duration of training is 18 days, or 4 weeks, in length. This course is designed for a maximum of 8 students and consists of a minimum of 8 flight hours. A tailored course, or the addition of students may add time, due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Completion, or equivalency, of either the Black Hawk Airframe & Powerplant Maintenance Initial Course or the Black Hawk Avionics, Automatic Flight Control Systems & Electrical Maintenance Course.
- Possess a current FAA class 3 Flight Physical or equivalent.
- Additional requirements as listed in General Student Information.



# CREW CHIEF BASIC COURSE WITH NIGHT VISION GOGGLES

## COURSE DESCRIPTION

The **Black Hawk Crew Chief Basic Course with Night Vision Goggles** is intended for technicians who are qualified on the S-70 or H-60 helicopter. The course is comprised of classroom instruction and evaluations, as well as systems integration through practical exercises and in-flight training. During the course crewmembers will be introduced to, and utilize NVGs, for a minimum of 2 flight hours. Technicians are provided with the necessary knowledge and proficiency to safely perform as crewmembers while operating under Visual Metrological Conditions.

*This course will cover the following topics:*

- Auxiliary Power Unit (APU) Operation
- Operating Limitations and Restrictions
- Emergency Procedures and Malfunction Analysis
- Crew and Passenger Egress
- Aerospace Scan Techniques & Patterns
- Confined Area Landings
- Equipment and Environmental Training
- Crew Training Device Familiarization
- Basic Night Vision Goggle (NVG) Operations
- Hover, Taxi, Take Off and Landings
- Scenario Development and Decision Making
- Practical Exercises Crew Chief Base Task List

*The following topics may be included as part of the Crew Chief Basic Course with Night Vision Goggles as additional training time:*

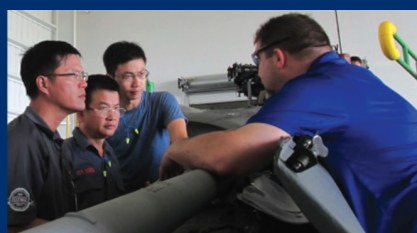
- Helicopter Night Operations
- Aircraft Formation Flight
- Low Level Flight
- Rescue Hoist Deployment and Use
- Bambi Bucket operations
- Customer Tailored Requirements

## COURSE LENGTH

The duration of training is 20 days, or 4 weeks, in length. This course is designed for a maximum of 8 students and consists of a minimum of 10 flight hours. A tailored course, or the addition of students may add time, due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Completion, or equivalency, of either the Black Hawk Airframe & Powerplant Maintenance Initial Course or the Black Hawk Avionics, Automatic Flight Control Systems & and Electrical Maintenance Course.
- Possess a current FAA class 3 Flight Physical or equivalent.
- Additional requirements as listed in General Student Information.



# CREW CHIEF BASIC MISSION EQUIPMENT COURSE

## COURSE DESCRIPTION

The **Black Hawk Crew Chief Basic Mission Equipment Course** is intended for crewmembers who have been qualified on the S-70 or H-60 helicopter and provides qualified Black Hawk Crew Chiefs with a basic inflight operations knowledge of aircraft mission equipment systems. The course is comprised of classroom instruction and evaluations as well as systems integration through practical exercises and in-flight training. During the course crewmembers will refresh skills such as single and dual wheel landings, low and high hover operations, and external load operations.

*Students will be introduced to the following specialized mission equipment per specific aircraft configuration:*

- Rescue Hoist with Hoist Light
- Rescue Equipment
  - Stokes Litter System
  - Floating Metal Rescue Basket
  - MK III Rescue Seat
  - Rescue Strop
  - Rescue Net
- Fast Rope Insertion Extraction (FRIES) System
- External Load Operations
- 200 Gallon Internal Aux Tank

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This course is designed for a maximum of 4 students and consists of a minimum of 6 flight hours.

## COURSE PREREQUISITES

- Completed the Crew Chief Basic Course or equivalent.
- Possess a current FAA class 3 Flight Physical or equivalent.
- Additional requirements as listed in General Student Information.



# CREW CHIEF ADVANCED MISSION EQUIPMENT COURSE

## COURSE DESCRIPTION

The **Black Hawk Crew Chief Advanced Mission Equipment Course** is intended for crewmembers who have been qualified on the S-70 or H-60 helicopter and provides qualified Black Hawk Crew Chiefs with logical, in-depth, and relevant instruction on the inflight operations of advanced mission equipment systems. The course is comprised of classroom instruction and evaluations as well as systems integration through practical exercises and in-flight training.

*During the course crewmembers can be introduced to the following specialized mission equipment:*

- Rescue Hoist with Hoist Light
- Rescue Equipment
  - Stokes Litter System
  - Floating Metal Rescue Basket
  - MK III Rescue Seat
  - Rescue Strop
  - Rescue Net
- 200 Gallon Internal Aux Tank
- Crashworthy External Fuel System
- Triple Patient Litter System (TPLS)
- Helicopter Emergency Egress Lighting System (ADHEELS/HEELS)
- Loudhailer
- Universal Mobile Aircrew Restraint System (UMARS)
- Bambi Bucket
- Nightsun XP
- EO/IR FLIR Systems
- Weather Radar
- Maritime Surface Search Radar

## COURSE LENGTH

The duration of training is 10 days, or 2 weeks, in length. This course is designed for a maximum of 4 students and consists of a minimum of 8 flight hours. This course must be trained on the customer's aircraft to ensure proper aircraft and equipment configuration.

## COURSE PREREQUISITES

- Completed the Crew Chief Basic Course or equivalent.
- Possess a current FAA class 3 Flight Physical or equivalent.
- Additional requirements as listed in General Student Information.





# AIRCRAFT MAINTENANCE INITIAL COURSE

## COURSE DESCRIPTION

The **Black Hawk Aircraft Maintenance Initial Course** provides technicians with the necessary knowledge and proficiency to determine whether the aircraft is functioning in accordance with predetermined requirements. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises. Technicians will perform removal and installation, adjustments, O-Level repairs, and inspections of the Black Hawk Helicopter's mechanical, structural, avionics, AFCS, and electrical systems.

*This course will cover the following topics:*

- General Aircraft Overview
- Aircraft Systems
- Powerplant Systems
- Transmission and Drivetrain Systems
- Fire Protection Systems
- Pneumatic Systems
- Hydraulic Systems
- Flight Controls
- Landing Gear Systems
- Avionics Systems
- Automatic Flight Control Systems
- Electrical System
- Weight and Balance
- Troubleshooting Procedures
- Maintenance Adjustments
- Integrated Vehicle Health Management System (IVHMS)

## COURSE LENGTH

The duration of training is 35 days, or 7 weeks, in length. This course is designed for a maximum of 10 students and consists of a minimum of 100 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Requirements as listed in General Student Information.



# AIRFRAME & POWERPLANT MAINTENANCE INITIAL COURSE

## COURSE DESCRIPTION

The **Black Hawk Airframe & Powerplant Maintenance Initial Course** provides technicians with the necessary knowledge and proficiency to determine whether the aircraft is functioning in accordance with pre-determined requirements. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises. Technicians will perform removal and installation, adjustments, O-Level repairs, and inspections of the Black Hawk Helicopter's airframe, hydraulic, drivetrain, landing gear and rotor systems.

*This course will cover the following topics:*

- General Aircraft Overview
- Aircraft Systems
- Powerplant Systems
- Transmission and Drivetrain Systems
- Fire Protection Systems
- Hydraulic Power Systems
- Flight Controls
- Landing Gear Systems
- General Rigging Procedures
- Corrosion Control
- Weight and Balance
- Integrated Vehicle Health Management System
- Common Mission Equipment
- Maintenance Adjustments

## COURSE LENGTH

The duration of training is 20 days/4 weeks in length. This course is designed for a maximum of 10 students and consists of a minimum of 60 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Requirements as listed in General Student Information.



# AVIONICS, AUTOMATIC FLIGHT CONTROL SYSTEMS & ELECTRICAL MAINTENANCE COURSE

## COURSE DESCRIPTION

The **Black Hawk Avionics, Automatic Flight Control Systems & Electrical Maintenance Course** provides technicians with the necessary knowledge and proficiency to determine whether the aircraft is functioning in accordance with predetermined requirements. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises. Technicians will perform removal and installation, adjustments, O-Level repairs, and inspections of the Black Hawk Helicopter's avionics, Automatic Flight Control Systems (AFCS) and electrical systems.

*This course will cover the following topics:*

- General Aircraft Overview
- Aircraft Systems
- Avionics Systems
- Automatic Flight Control Systems
- Electrical System
- Corrosion Control
- Weight and Balance
- Integrated Vehicle Health Management System (IVHMS)
- Common Mission Equipment

## COURSE LENGTH

The duration of training is 20 days, or 4 weeks, in length. This course is designed for a maximum of 10 students and consists of a minimum of 60 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Requirements as listed in General Student Information.



# S-70 AIRCRAFT MAINTENANCE DIFFERENCES COURSE

## COURSE DESCRIPTION

The **S-70 Aircraft Maintenance Differences Course** provides technicians with the necessary knowledge required to transition from the legacy Black Hawk helicopter to the newest model. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises. Technicians will perform removal and installation, adjustments, O-Level repairs, and inspections of the Black Hawk Helicopter's mechanical, structural, avionics, AFCS, and electrical systems.

*This course will cover the following topics:*

- Aircraft Differences Overview
- Drivetrain System Upgrades
- Automatic Vibration Control System (AVCS)
- Trim Systems/Flight Controls
- Rotor Brake System
- Folding Stabilator
- Automatic Flight Control System (AFCS)
- Integrated Vehicle Health Management System (IVHMS)
- Electromagnetic Interference Protection

## COURSE LENGTH

The duration of training is 15 days, or 3 weeks, in length. This course is designed for a maximum of 10 students and consists of a minimum of 18 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Maintenance technicians with legacy Black Hawk experience.
- Additional requirements as listed in General Student Information.





# MAINTENANCE MANAGER COURSE

## COURSE DESCRIPTION

The **Black Hawk Maintenance Manager Course** introduces Maintenance Supervisors to the management programs and tools used to track, monitor, and record maintenance activities associated with the Black Hawk helicopter. The course is intended for seasoned Maintenance Managers and technicians alike that are new to the Black Hawk. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises.

*This course will cover the following topics:*

- General Aircraft Overview
- Aircraft Systems
- Maintenance Program, Management
- Maintenance Management Tools

## COURSE LENGTH

The duration of training is 10 days, or 2 weeks, in length. This course is designed for a maximum of 10 students and consists of a minimum of 4 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- A minimum of 2 years experience as an acting maintenance supervisor (preferred).  
or
- A minimum of 5 years experience as a helicopter technician.  
and
- Completed the Black Hawk Airframe & Powerplant Maintenance Initial Course, Avionics, Automatic Flight Control Systems & Electrical Maintenance Course or equivalent.
- Black Hawk Pilots meet the minimum requirement to attend this training course.
- Additional requirements as listed in General Student Information.



# QUALITY ASSURANCE & INSPECTOR COURSE

## COURSE DESCRIPTION

The **Black Hawk Quality Assurance and Inspector Course** trains inspectors to properly perform inspections and documentation requirements for maintenance on the Black Hawk helicopter. Additionally, the course introduces inspectors to quality assurance programs and management tools. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises.

*This course will cover the following topics:*

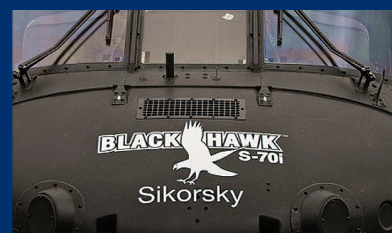
- Quality Control Program
- Preventative Maintenance Inspections
- Quality Control Responsibilities
- Technical Inspector Responsibilities
- Aircraft Logbook & Maintenance Documentation
- Sonic Tap Testing

## COURSE LENGTH

The duration of training is 10 days, or 2 weeks, in length. This course is designed for a maximum of 10 students and consists of a minimum of 8 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Be certified technical inspectors or equivalent on rotary wing aircraft.  
or
- A minimum of 5 years experience as a helicopter technician.  
and
- Completed either the Black Hawk Airframe & Powerplant Maintenance Initial Course, the Black Hawk Avionics, Automatic Flight Control Systems & Electrical Maintenance Course, or equivalent.
- Additional requirements as listed in General Student Information.



# BLACK HAWK COMPLETE RIG COURSE

## COURSE DESCRIPTION

The **Black Hawk Complete Rig Course** provides technicians with the necessary knowledge and proficiency to perform flight control and engine rigging procedures on the Black Hawk Helicopter. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises.

*This course will cover the following topics:*

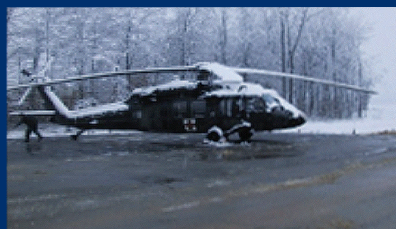
- Purpose & Requirements of Rigging
- General Rigging Procedures
- Rigging Kit and Protractors
- Rig Troubleshooting Procedures
- Main Rotor Complete Rig Procedure
- Main Rotor Rig Check Procedure
- Tail Rotor Complete Rig Procedure
- Tail Rotor Rig Check Procedure
- Engine Rig Procedure

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This course is designed for a maximum of 10 students and consists of a minimum of 28 hours of practical exercises. A tailored course, or the addition of students may add time, due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Completed the Black Hawk Airframe & Powerplant Maintenance Initial Course, or equivalent.
- Additional requirements as listed in General Student Information.



# INTEGRATED VEHICLE HEALTH MANAGEMENT SYSTEM

## COURSE DESCRIPTION

The **Black Hawk Integrated Vehicle Health Management System Course** provides technicians with the necessary knowledge and proficiency to utilize the aircraft's on-board-system (OBS) and Integrated Vehicle Health Management System (IVHMS) ground station. Technicians will perform removal and installation, adjustments, and inspections on the aircraft installed IVHMS equipment. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises

*This course cover the following topics:*

- Helicopter IVHMS
- IVHMS Ground Station Operation
- Data Retrieval
- Helicopter Diagnostics

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This course is designed for a maximum of 10 students and consists of a minimum of 8 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Completed either the Black Hawk Airframe & Powerplant Maintenance Initial Course, the Black Hawk Avionics, Automatic Flight Control Systems & Electrical Maintenance Course, or equivalent.
- Additional requirements as listed in General Student Information.





# BLACK HAWK MISSION EQUIPMENT MAINTENANCE COURSE

## COURSE DESCRIPTION

The **Black Hawk Mission Equipment Maintenance Course** provides technicians with the necessary knowledge and proficiency to maintain the Black Hawk helicopter mission equipment components and systems. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises. Technicians will perform removal and installation, adjustments, O-Level repairs, and inspections of the Black Hawk's specialized mission equipment systems.

*This course cover the following topics:*

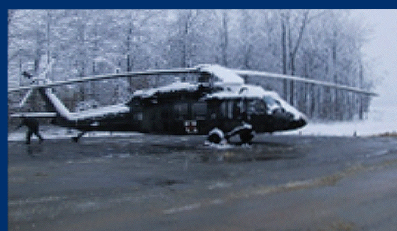
- Rescue Hoist
- Litter Systems
- Cargo Hook
- Bambi Bucket
- Internal Auxiliary Fuel System
- Crashworthy External Fuel System
- Fast Rope Insertion & Extraction System
- Weather Radar
- Stormscope
- Customer Specific Equipment

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This course is designed for a maximum of 10 students and consists of a minimum of 8 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Completed either the Black Hawk Airframe & Powerplant Maintenance Initial Course, the Black Hawk Avionics, Automatic Flight Control Systems & Electrical Maintenance Course or the Black Hawk Familiarization Course or equivalent.
- Additional requirements as listed in General Student Information.



# S-70 PHASE MAINTENANCE INSPECTION COURSE

## COURSE DESCRIPTION

The **S-70 Phase Maintenance Inspection Course** provides technicians with the necessary knowledge and proficiency to prepare for, manage and execute PMI 1 & 2 inspections. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises.

Classroom instruction will focus on the planning and preparation, as well as the management of the phase to ensure tasks are completed successfully and on time.

Technicians will perform removal and installation, adjustments, O-Level repairs, and inspections of the Black Hawk Helicopter's mechanical, structural, avionics, AFCS, and electrical systems.

*This course will cover the following topics:*

- PMI Manual Overview
- Phase Intervals
- Inspection Areas 1-6
- Phase Preparation
- Phase Management
- PMI 1 and PMI 2 Inspections
- Additional Calendar Inspections
- Post Phase Maintenance

## COURSE LENGTH

The duration of training is 10 days, or 2 weeks, in length. This course is designed for a maximum of 10 students and consists of a minimum of 60 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Either the Black Hawk Airframe and Powerplant Maintenance Initial Course or the Black Hawk Avionics, Automatic Flight Control Systems & Electrical Maintenance Course, or equivalent.
- Additional requirements as listed in General Student Information.



# BLACK HAWK O-LEVEL BLADE REPAIR COURSE

## COURSE DESCRIPTION

The **Black Hawk O-Level Blade Repair Course** provides technicians with the necessary knowledge and proficiency to perform repairs on the main and tail rotor blades. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises. Technicians will perform removal and installation, O-Level repairs, and inspections of the Black Hawk Helicopter's rotor blades.

*This course will cover the following topics:*

- Main Rotor System Overview
- Main Rotor Blade Construction
- Main Rotor Blade Attachment
- Automatic Flight Control Systems
- Basic O-level NDI Inspections
- Types of Damage
- Damage Limitations
- Types of Repair

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This course is designed for a maximum of 10 students and consists of a minimum of 34 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Requirements as listed in General Student Information.



# BLACK HAWK FAMILIARIZATION COURSE

## COURSE DESCRIPTION

The **Black Hawk Familiarization Course** provides operators and/or technicians with an introductory knowledge of the Black Hawk Helicopter's mechanical, structural, avionics, AFCS, and electrical systems. The course is comprised of classroom instruction and evaluations, as well as hands-on practical exercises.

*This course will cover the following topics:*

- General Aircraft Overview
- Aircraft Systems
- Powerplant Systems
- Transmission and Drivetrain Systems
- Fire Protection Systems
- Hydraulic Power Systems
- Flight Controls
- Inspections

## COURSE LENGTH

The duration of training is 5 days, or 1 week, in length. This course is designed for a maximum of 10 students and consists of a minimum of 2 hours of practical exercises. A tailored course or the addition of students may add time due to aircraft and instructor availability.

## COURSE PREREQUISITES

- Requirements as listed in General Student Information.







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## OCFA Sole Source Request Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (annually) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Operations / Division 10 Special Operations	<b>Requested By:</b> Tim Perkins	<b>Date:</b> September 6, 2022
<b>Recommended Vendor:</b> Sikorsky	<b>Vendor Contact:</b> Dave Peterson	<b>Vendor's E-mail Address:</b> David.o.peterson@lmco.com
<b>Vendor Address:</b> 2501SE Aviation Way Stuart, Florida 34966		<b>Vendor's Telephone #:</b> 203.400.4006
<b>Type of Contract:</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> One Year	<b>Contract Amount:</b> \$568,460.00
<b>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</b>		<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

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

Sikorski training academy provides hands on experience for both pilots and maintenance personnel. Pilot and maintenance training is conducted in an actual S70M model that builds proficiency and skill to fly the aircraft.

2. Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. *Attach additional sheet if necessary.*

The Sikorski Training Academy utilizes the best and most experienced Blackhawk instructors for the S70M.

Sikorski professionals are on hand to provide the best level of training that is performance based. Sikorski Training

Academy is the only authorized that provides the Maintenance Test Pilot (MTP) certification for pilots.



SECTION III – JUSTIFICATION (*continued*)

to purchase directly from Sikorsky.

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



The Sikorski training was quoted at standard rates. OCFA is utilizing offered discounts for multi student enrollment.

4. **Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**



(If yes, please explain how and what the future costs will be.)

No. The training will be a one time purchase.

## Sole Source Request Submitted by:

DIVISION CHIEF NAME	SIGNATURE	DATE
Tim Perkins		9/15/22
DEPUTY CHIEF NAME	SIGNATURE	DATE
Kenny Dossey		9/15/22
FIRE CHIEF NAME	SIGNATURE	DATE
Brian Fennessy		

**Purchasing Manager's Comments:** Sikorsky provided documentation indicating they are the sole provider of the Black Hawk and that UR owns the intellectual property required to convert that aircraft into a Fire Hawk. Sikorsky confirmed that the soonest another aircraft will be available to OCFA is late 2024. Staff also confirmed that other agencies have also concluded that UR is the sole source for Fire Hawk conversion.

PURCHASING MANAGER'S APPROVAL	DATE
	9/15/2022
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	9/15/22

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

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

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS ADOPTING A LOCAL DEBT POLICY  
AND TAKING RELATED ACTIONS**

WHEREAS, the Orange County Fire Authority ("OCFA") is contemplating the incurrence of debt to finance a portion of the cost of acquiring two new helicopters; and

WHEREAS, such financing constitutes "Local Debt" for the purpose of Government Code Section 8855 ("Section 8855"), and therefore, the OCFA will file a Report of Proposed Debt Issuance pursuant to Section 8855, in connection with the financing; and

WHEREAS, pursuant to Section 8855(i), the Report of Proposed Debt Issuance will include a certification that the OCFA has adopted a local debt policy (the "Local Debt Policy") and the contemplated Local Debt is consistent with the Local Debt Policy; and

WHEREAS, pursuant to Section 8855(i)(1), the Local Debt Policy must include the following elements:

- (A) The purposes for which the debt proceeds may be used;
- (B) The types of debt that may be issued;
- (C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable;
- (D) Policy goals related to the issuer's planning goals and objectives.
- (E) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use; and

WHEREAS, for the purposes of the contemplated financing of the helicopters and other Local Debt which the OCFA may incur from time to time in the future, the OCFA has determined to adopt the Local Debt Policy, as set forth in Exhibit A;

NOW, THEREFORE, THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals, and each of them, are true and correct.

Section 2. The Local Debt Policy, as set forth in Exhibit A, is hereby approved and adopted, and shall be applicable to Local Debt incurred by the OCFA.

Section 3. The Executive Officer and all other officers of the OCFA are hereby authorized and directed, jointly and severally, to do any and all things to effectuate the purposes of this Resolution and to implement the Local Debt Policy, and any such actions previously taken by such officers are hereby ratified and confirmed



PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

---

MICHELE STEGGELL,  
Chair, OCFA Board of Directors

ATTEST:

---

MARIA D. HUIZAR, CMC  
Clerk of the Authority

APPROVED AS TO FORM:

---

DAVID E. KENDIG,  
General Counsel

**EXHIBIT A**  
**ORANGE COUNTY FIRE AUTHORITY**  
**LOCAL DEBT POLICY**

## LOCAL DEBT POLICY

### **A. DEFINITIONS**

“*CDIAC*” means the California Debt and Investment Advisory Commission.

“*OCFA*” means the Orange County Fire Authority, a California joint powers authority.

“*Debt*” shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations as defined by statute or constitutional provisions. Debt, as subject this Policy, shall apply to all debt issued or sold to third party lenders or investors and does not pertain to OCFA internal interfund borrowings or any employee benefit obligations.

Consistent with Article IV, section 5 of the Amended Orange County Fire Authority Joint Powers Agreement, all long term bonded indebtedness requires the prior authorization of two-thirds of all member agencies. Installment purchase agreements and financing leases which are subject to annual appropriation of lease payments as part of the budget process, may be authorized by a majority vote of the Board of Directors.

“*Policy*” shall mean this Local Debt Policy.

### **B. PURPOSES OF DEBT**

The OCFA will consider Debt financing for one of the following:

- a) The OCFA will consider financing for the acquisition, substantial refurbishment, replacement, or expansion of capital assets for the following purposes:
  - i. Acquisition or improvement of real property.
  - ii. Acquisition, installation, or lease purchase financing of a capital asset (including equipment) with a useful life of three or more years.
  - iii. Construction or reconstruction of a facility.
  - iv. Although not the primary purpose of the financing effort, project reimbursables that include project planning design, engineering, and other preconstruction efforts; project-associated furniture fixtures and equipment; one-time training associated with

project implementation; capitalized interest (prefunded interest), and costs of issuance.

- b) Refunding, refinancing, or restructuring debt; provided generally, the OCFA shall seek to achieve debt service savings.

### **C. TYPES OF DEBT**

The OCFA shall only incur Debt as permitted under the Joint Exercise of Powers Act (set forth in California Government Code Section 6500 *et seq.*), including the Local Bond Pooling Act, set forth in Government Code Section 6584 *et seq.* The OCFA will consider variable interest rate debt only after rigorous assessment of the related risks, including but not limited to interest rate risk, tax risk, and risk relating to liquidity.

Short-term debt may be considered in accordance with the OCFA Short Term Debt Policy, as the same may be amended from time to time.

### **D. RELATIONSHIP OF DEBT TO CAPITAL IMPROVEMENT PROGRAM OR BUDGET**

Debt will be considered for financing of capital projects, only if such project is consistent with the OCFA's capital improvement program or budget.

### **E. POLICY GOALS RELATED TO PLANNING GOALS AND OBJECTIVES**

Any consideration of debt financing shall be consistent with the OCFA's capital planning goals and objectives.

In determining whether to incur Debt, the OCFA shall consider financial alternatives, including pay-as-you-go funding, proceeds derived from existing capital assets owned by the OCFA, and use of existing or future cash reserves, or combinations thereof. Prior to incurrence of Debt, a reliable revenue source shall be identified for repayment of the Debt. The term of the Debt shall not exceed the useful life of the project.

### **F. INTERNAL CONTROL PROCEDURES CONCERNING USE OF PROCEEDS OF DEBT**

1. The Assistant Chief of Business Services or designee (the "Responsible Record Keeper") shall maintain a copy, which may be an electronic copy, of all debt-related records. At minimum, these records shall include all bond legal documents/transcripts, official statements, resolutions, trustee statements, leases, and title reports for each financing (to the extent available). Such records shall be retained while any debt of an issue is outstanding and during the six-year period

following the final maturity or redemption of the bond issue or, if later, while any bonds that refund bonds of that original issue are outstanding and for the six year period following the final maturity or redemption date of the latest refunding bond issue.

2. The Responsible Record Keeper shall retain, for the applicable period specified in the above paragraph 1, a copy of each annual report filed with CDIAC pursuant to Section 8855(k) of the California Government Code concerning (i) Debt authorized during the applicable reporting period (whether issued or not), (ii) Debt outstanding during the reporting period, and (iii) the use during the reporting period of proceeds of issued Debt.
3. In connection with the preparation of each annual report to be filed with CDIAC pursuant to Section 8855(k) of the California Government Code, the Responsible Record Keeper shall keep a record of the original intended use for which the Debt has been issued and indicate whether the proceeds spent during the applicable one-year reporting period for such annual report comport with the intended use (at the time of original issuance or as modified pursuant to the following sentence). If a change in intended use has been authorized subsequent to the original issuance of the Debt, the Responsible Record Keeper shall indicate in the record when the change in use was authorized and whether the OCFA authorized the change in intended use.
4. If the debt has been issued to finance a capital project and the project timeline or scope of project has changed in a way that all or a portion of the debt proceeds cannot be expended on the original project, the OCFA shall consult with legal counsel (which may be bond counsel, if applicable, or the general counsel to the OCFA) to determine an appropriate alternative for the expenditure of the remaining debt proceeds (including prepayment of the debt).
5. If the Debt incurred is designated “tax-exempt” debt (*i.e.*, the interest on which received by the Debt holder is exempt from federal income tax purposes), use of bond proceeds and their investments must be monitored to ensure compliance with all arbitrage rebate requirements of the Internal Revenue Code and related Internal Revenue Service regulations, in keeping with the covenants of the OCFA in the tax certificate for any federally tax-exempt financing. The Responsible Record Keeper shall ensure that all bond proceeds and investments are tracked in a manner which facilitates accurate calculation; and, if a rebate payment is due, such payment is made in a timely manner.

**G. INTERPRETATION/WAIVER**

This Debt Policy is intended to be interpreted in a manner consistent with the OCFA's existing policies and program guidelines and shall be subject to any contrary provisions thereof. The OCFA Board may, by resolution, waive any provision of this Debt Policy, with respect to a particular Debt issue.

**ORANGE COUNTY FIRE AUTHORITY**  
**Projected Helicopter Program Annual Operating Cost Summary**  
**FY 2022/23**

**Bell 412 Projected Annual Operating Cost**

Maintenance	1,200
Fuel (\$2.90 per Gallon)	35,844
Warranty	N/A

**Firehawk Projected Annual Operating Cost**

Maintenance	817,400
Fuel (\$2.90 per Gallon)	180,200
Total Assurance Plan	1,300,000
General Electric Warranty	936,000

<b>Aircraft Insurance Cost</b>	803,064
--------------------------------	---------

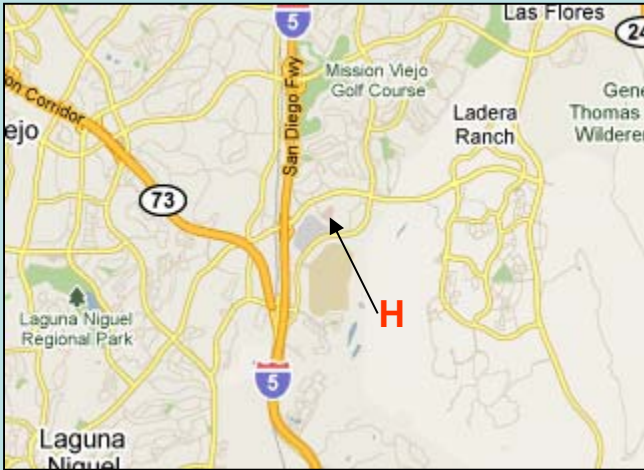

<b>Total Annual Helicopter Projected Operating Cost</b>	<b>\$ 4,073,708</b>
---------------------------------------------------------	---------------------

Less: Existing Air Ops Repair/Maintenance Base Budget	(830,236)
-------------------------------------------------------	-----------

Less: Existing Aircraft Insurance Cost	(231,064)
----------------------------------------	-----------

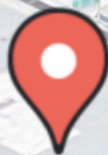
<b>Projected Net Additional Funding Needed</b>	<b>\$ 3,012,408</b>
------------------------------------------------	---------------------



Mission Hospital Heliport (A-II)		
Lat. 33° 33.63' N Long. 117° 39.92' W (NAD 83)		
LOCATION	FACILITY	HELIPORT
27700 Medical Center Rd <b>City:</b> Mission Viejo, 92691 <b>County:</b> Orange <b>Loc ID:</b> CA55 <b>FAA Site NR:</b> 01893.*H	<b>Trauma:</b> A-II <b>PH:</b> (949) 364-1400 <b>Notes:</b>	<b>TLOF:</b> 52'x96' <b>FATO:</b> 96'x96' <b>Max Weight:</b> 12K <b>Max Design Helicopter</b> <b>Overall Length:</b> D 64' <b>Lighting:</b> Perimeter <b>Elev:</b> Elevated Rooftop, 90' AGL <b>MSL:</b> 550' <b>Wind Sock:</b> Yes, lighted <b>Design Helicopter:</b> Bell 212  <b>Notes:</b> Eastern FAR Part 77 Transitional Surface penetrated by elevator penthouse
		
		
Rev: 12/05/2016		
This document is for informational purposes only and is not intended for navigation * - Primary Approach Course		
DMS: 33° 33' 38" N / 117° 39' 55" W		
<b>User Notes:</b>		



Mission Hospital  
Ambulance Entrance



Provident  
Hospital M



2D



Google

...3'42"N 117°40'00"W) 773 ft



Providence Hospital  
Emergency Entrance



Providence Mission  
Hospital Mission



Google

... '51"N 117°39'55"W) 1,168 ft



# Orange County Global Medical Center Heliport <sup>(A-II)</sup>

**Lat. 33° 45.30' N Long. 117° 49.97' W (NAD 83)**

<u>LOCATION</u>	<u>FACILITY</u>	<u>HELIPORT</u>
1001 North Tustin Ave <b>City:</b> Santa Ana, 92705 <b>County:</b> Orange <b>Loc ID:</b> 1CN1 <b>FAA Site NR:</b> 02228.23*H	<b>Trauma:</b> A-II <b>PH:</b> (714) 835-3555 <b>Notes:</b>	<b>TLOF:</b> 50'x50' <b>FATO:</b> 65'x65' <b>Max Weight:</b> N/A <b>Max Design Helicopter</b> <b>Overall Length:</b> D 43' <b>Lighting:</b> Perimeter <b>Elev:</b> 0' AGL <b>MSL:</b> 168' <b>Wind Sock:</b> Yes, lighted <b>Design Helicopter:</b> Bell 206L, Eurocopter A-Star, Agusta A109  <b>Notes:</b> 1. Southwest FAR Part 77 Transitional Surfaces penetrated by Hospital buildings



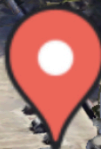
Rev: 12/05/2016

This document is for informational purposes only and is not intended for navigation  
\* - Primary Approach Course

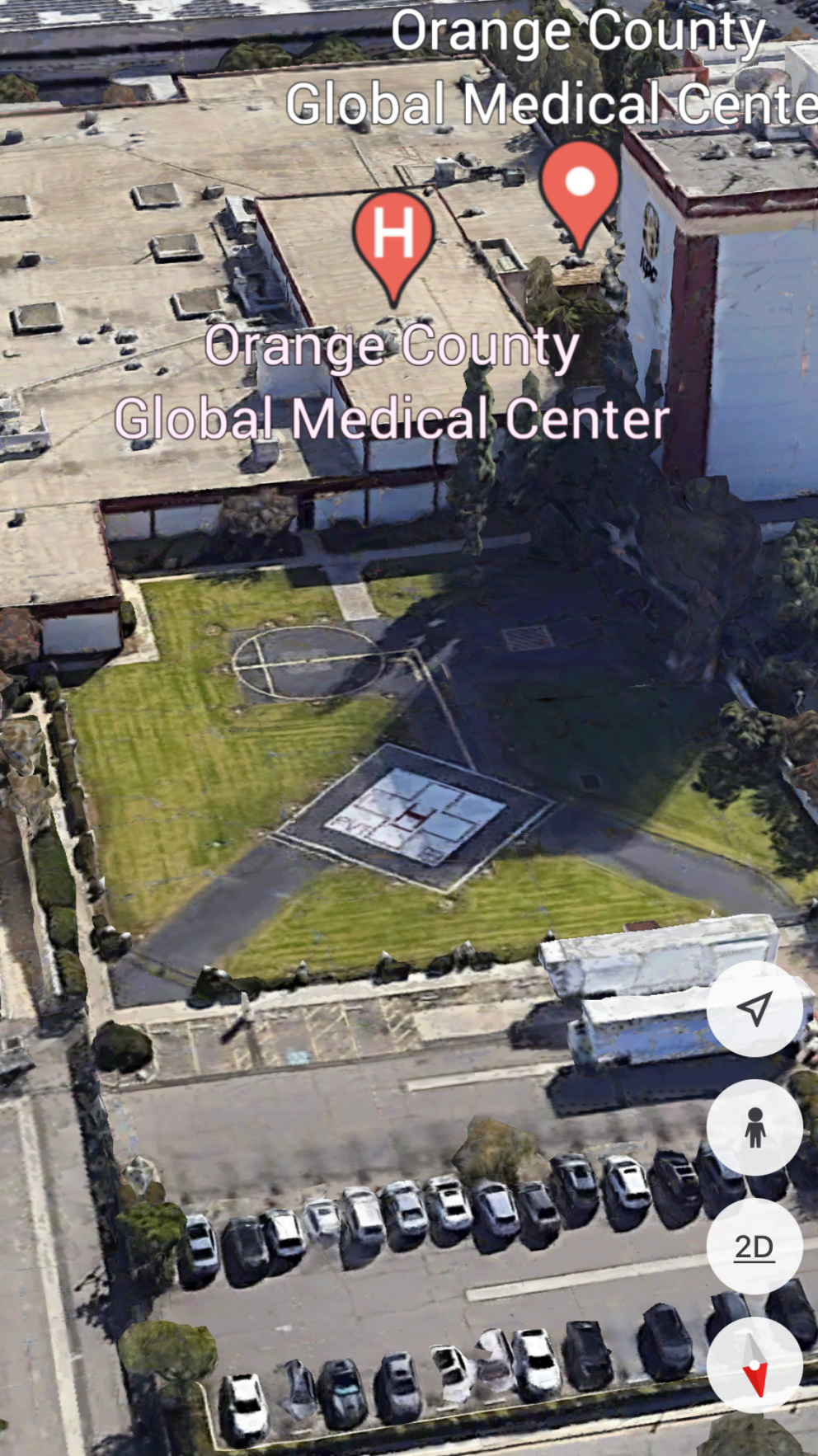
DMS: 33° 45' 18" N / 117° 49' 58" W

User Notes:

# Orange County Global Medical Center



## Orange County Global Medical Center



Google

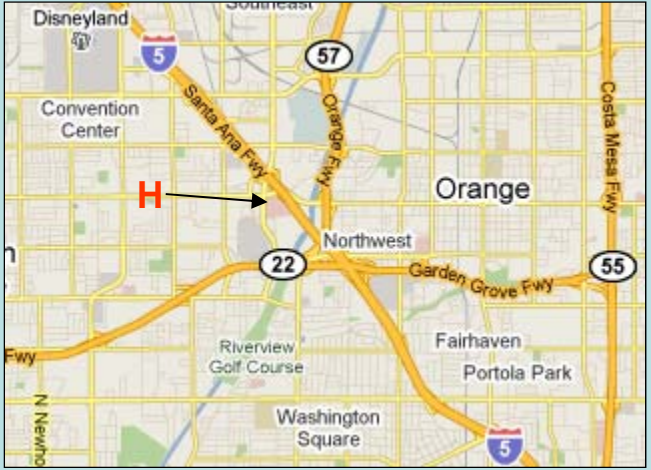
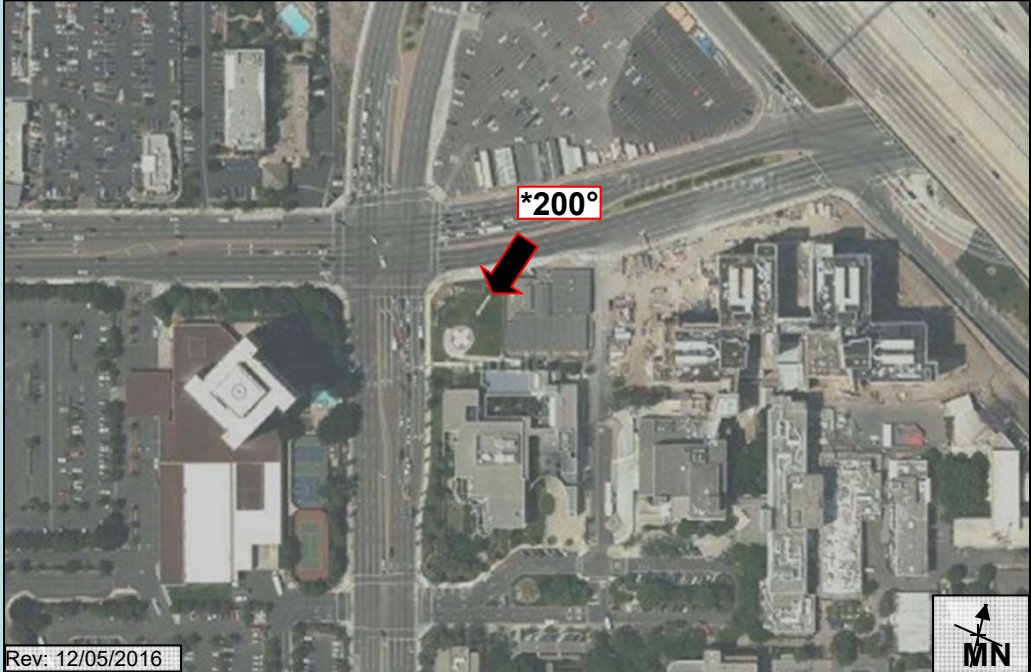
...5°23'N 117°49'56"W) 533 ft



# UCI Medical Center Heliport

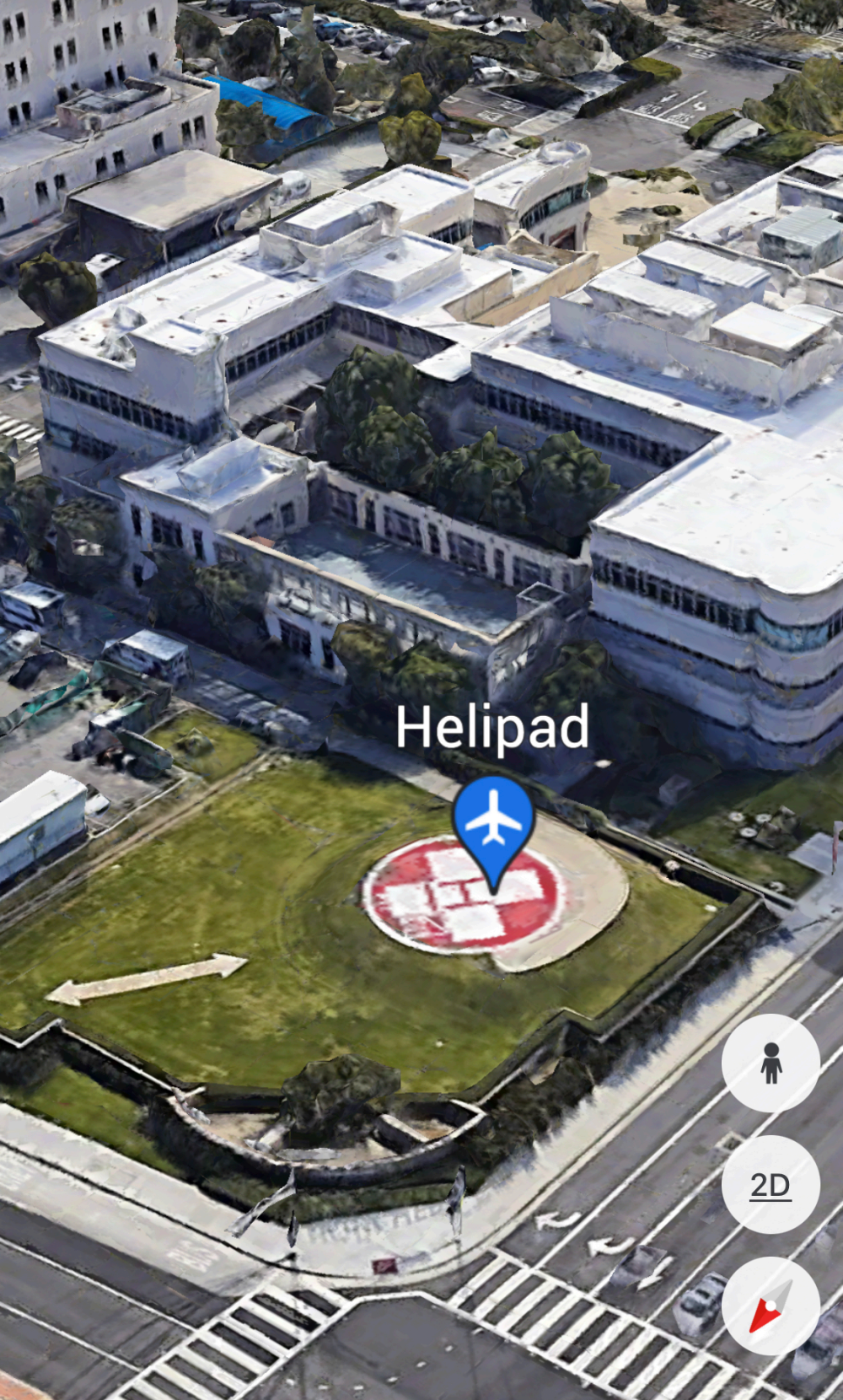
(A-I)

**Lat. 33° 47.33' N Long. 117° 53.38' W (NAD 83)**

LOCATION	FACILITY	HELIPORT
<p>101 The City Drive South  <b>City:</b> Orange, 92868  <b>County:</b> Orange  <b>Loc ID:</b> 1CL4  <b>FAA Site NR:</b> 01989.11*H</p>	<p><b>Trauma:</b> A-I  <b>PH:</b> (714) 456-6011  <b>Notes:</b></p>	<p><b>TLOF:</b> 40' Dia  <b>FATO:</b> 76' Dia  <b>Max Weight:</b> N/A  <b>Max Design Helicopter Overall Length:</b> D 51'  <b>Lighting:</b> Perimeter  <b>Elev:</b> 6' AGL  <b>MSL:</b> 140'  <b>Wind Sock:</b> Yes, lighted  <b>Design Helicopter:</b> Bell 222</p>
		<p><b>Notes:</b>  1. Southeastern FAR Part 77 Transitional Surface penetrated by Hospital building.</p>
 <p>Rev: 12/05/2016</p>		
<p>This document is for informational purposes only and is not intended for navigation  * - Primary Approach Course</p> <p>DMS: 33° 47' 20" N / 117° 53' 23" W</p>		

User Notes:





Helipad



2D



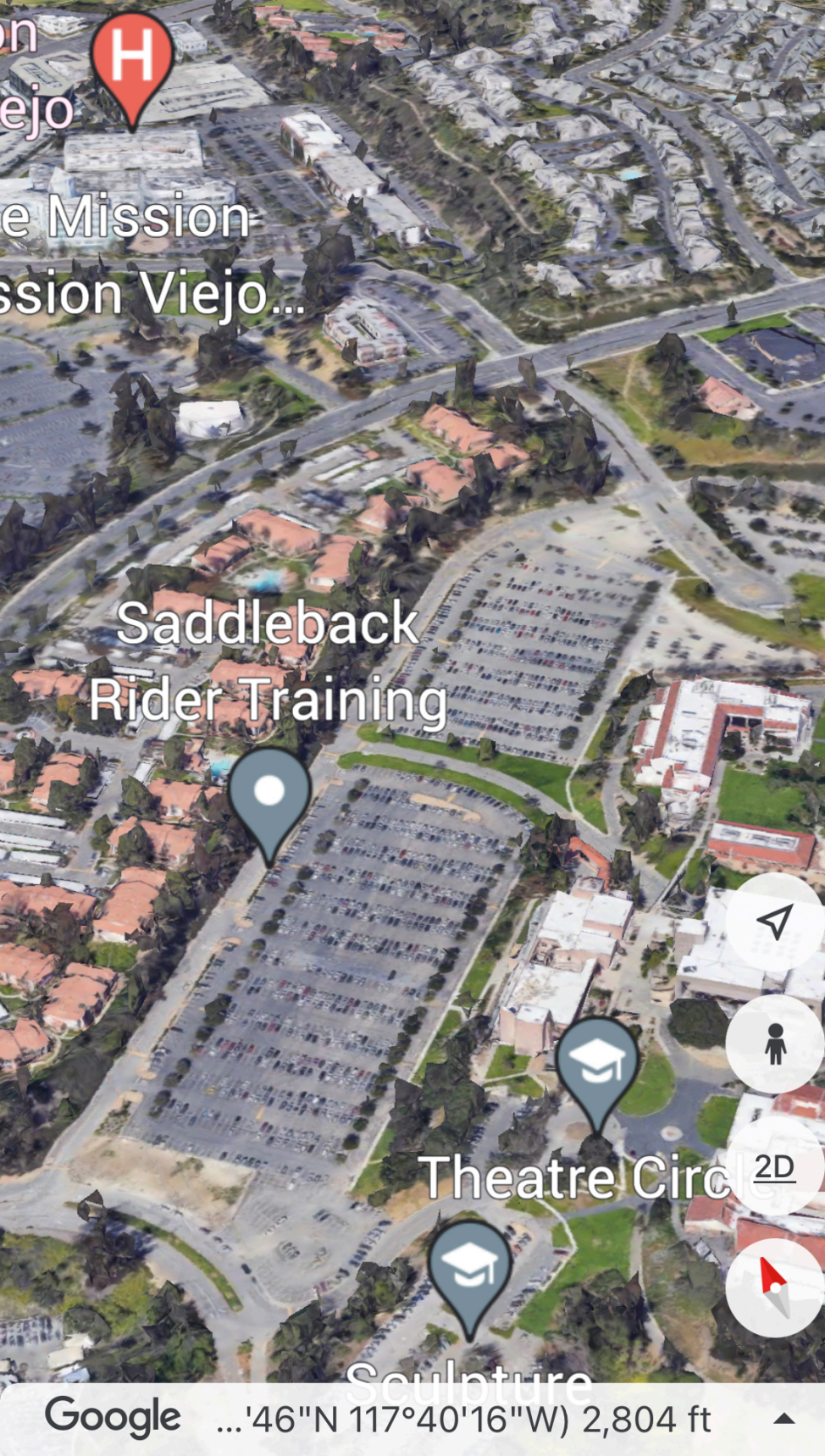
✕ UCI Medical Center  
Hospital in Orange, California



PE 300







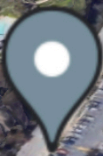
Saddleback  
Rider Training

Theatre Circle

Sculpture

Google

...46"N 117°40'16"W) 2,804 ft









Jill M. Forsyth  
Senior Vice President  
Global Leasing

14636 N. Scottsdale Road, Suite #250  
Scottsdale, AZ 85254  
T 480.624.0369 F 415.796.1301  
jill.m.forsyth@BofA.com

September 8, 2022

Orange County Fire Authority  
Lease Purchase Advisory Committee  
Submitted Via PlanetBids

Re: Response to RFP: Equipment Lease/Purchase Agreement 2022

Dear Lease Purchase Advisory Committee:

Banc of America Public Capital Corp and its affiliates ("Lessor or BAPCC") are pleased to present to Orange County Fire Authority a response to your request for proposal for Lease Purchase Financing for the acquisition of two Sikorsky S-70M Type 1 helicopters. The team is highly experience and has financed a number of helicopters in 2022, three of them in California with other municipal entities. BACC has standard documents for this asset type and connections with the Federal Aviation Administration which will be needed to register and perfect the lien of the assets.

Banc of America Public Capital Corp ("BAPCC") is incorporated in Kansas and is a wholly owned subsidiary of Bank of America Corporation, a publicly traded corporation. Lessor is the largest Bank Leasing Company in the Country and has a national presence to help governmental agencies finance essential use equipment. The transaction has been successfully pre-screened by the credit committee and there will be no issues meeting the time- line set forth in the RFP.

I will personally handle this transaction, and with my 30-plus years in the municipal business, the transaction will be completed efficiently and successfully. My contact information is included on the letterhead above, and I am available for questions or presentations at any time. The term sheet contains all of the information requested in the RFP and is thought to be fully compliant.

Thank you for the opportunity to present this response to the Authority. My team looks forward to working with you!

Sincerely,

A handwritten signature in black ink, appearing to read "Jill M. Forsyth", written over a horizontal line.

Jill M. Forsyth  
Senior Vice President

Jill M. Forsyth  
Senior Vice President  
Global Leasing

14636 N. Scottsdale Road, Suite #250  
Scottsdale, AZ 85254  
T 480.624.0369 F 415.796.1301  
jill.m.forsyth@BofA.com

## **SUMMARY OF TERMS AND CONDITIONS**

<b><u>Date:</u></b>	September 8, 2022
<b><u>Lessee:</u></b>	Orange County Fire Authority (“Lessee”)
<b><u>Lessor:</u></b>	Banc of America Public Capital Corp (“Lessor”)
<b><u>Structure:</u></b>	Approximately \$58MM: Privately Placed Lease Purchase subject to appropriation
<b><u>Security:</u></b>	A lien will be placed on the assets being financed
<b><u>Interest Rate:</u></b>	Terms of 7, 10 or 15 years: 3.1379%
<b><u>Payments:</u></b>	<p><b>See attached amortizations for each tenor requested in the RFP</b></p> <p>These rates include a rate lock and the transaction needs to fund by December 7, 2022. The Authority needs to communicate the desire to work with BAPCC by September 15, 2022 so that the interest rate can be locked, contingent on Governing Board Action. If changes to the amortization schedules are desired, this may be accommodated as long as the economics of the bid remain intact.</p>
<b><u>Prepayment:</u></b>	Prepayment in full allowed after the first half of term at par.
<b><u>Governmental Entity Lease:</u></b>	<p>The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the “Code”), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code.</p>

“Bank of America” is the marketing name used by certain Global Banking and Global Markets businesses of Bank of America Corporation. Lending, leasing, equipment finance and other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Banc of America Public Capital Corp, a wholly-owned subsidiary of Bank of America, National Association, is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. © 2022 Bank of America Corporation. All rights reserved.



**End of Term:** At the expiration of the Lease Term, Lessee will own the equipment.

**Opinion of Counsel:** Lessee's counsel shall deliver a validity and tax opinion to Lessor at closing in form and substance satisfactory to Lessor. The validity opinion will cover that counsel has reviewed the documents and examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease. The tax opinion will be commensurate in form as is normal for such financings and shall be issued by Bond Counsel.

**Escrow Account:** The proceeds may be deposited into an escrow account acceptable to Lessor, and disbursements made therefrom to pay for the equipment upon execution and delivery of a disbursement request (and related documents) by Lessee and approved by Lessor. BAPCC retains a security interest in the unspent funds. Sample documents from an escrow agent that is routinely used for BAPCC clients has provided for review. The set-up fee related to the escrow account has been waived.

**Documentation:** The transaction is contingent upon successful negotiation of the lease documents and credit approval. The transaction has successfully gone through Lessor's formal pre-screen process.

A performance bond will be required if the proceeds are paid to a vendor or manufacturer prior to the delivery and acceptance of the asset. BAPCC will be listed as co-obligee on the performance bond.

Due to the asset type, the Federal Aviation Administration ("FAA") counsel and Lessor's business counsel will be involved with the completion and filing of appropriate documents and the perfection of Lessor's security interest.

BAPCC Business Counsel : George Mardikes; Davis Wright Tremaine LLP

Special FAA Counsel : Daugherty, Fowler, Peregrin, Haught & Jenson, PC

The Standard BAPCC documents along with the aircraft addendum have been included in the RFP response as requested. These forms are proprietary and confidential.

(continued on next page)

*The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.*

**Credit:**  
**Market**  
**Disruption:**

Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

**USA Patriot Act**  
**Compliance:**

Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), Lessor is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act.

**Proposal Expiration:** This proposal will expire on December 15, 2022, and may be re-issued at Lessor's discretion.

**ACCEPTANCE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*This proposal is submitted in response to your Request for Proposals for Lease Purchase Financing of equipment, due September 8, 2022. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).*

*The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.*

*In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.*

*The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.*

## **Banc of America Public Capital Corp Qualifications and Experience**

Banc of America Public Capital Corp (“BAPCC”) is a corporation and wholly-owned subsidiary of Bank of America, N.A., one of the world's largest financial institutions, providing a full range of banking, investing, asset management and other financial and risk management products and services. Along with Global Leasing the number one market share leader in net assets and syndicated volume among U.S. leasing companies<sup>1</sup>, BAPCC provides full-service leasing and equipment financing solutions that structure, invest in and distribute equipment financing products. BAPCC and Global Leasing have a strong combined presence in both the domestic and international markets with nearly 1,000 associates worldwide. Our team includes associates with a wide range of skills and expertise, including originators, debt and equity syndicators, pricing specialists, attorneys, equipment appraisers, credit analysts, portfolio managers, and contract administrators. These professionals ensure that our clients receive the soundest advice, the most competitive solutions, and the best execution available in the market.

In the public sector, BAPCC’s Government Finance team is one of the tax-exempt industry's largest financial solutions providers with approximately \$3.35 billion in commitments serving roughly 387 clients. With its nationwide presence in the municipal equipment financing realm, the group structures, implements and distributes tax-exempt financing solutions to complement the current and long-term financial strategies of tax-exempt entities.

<sup>1</sup>2021 Monitor 100 Special Issue (August)

**ASSIGNED STAFF:** The key individuals that support Orange County Fire Authority on the leasing side include Jill Forsyth and Lisa Coggi. You can see that they have vast experience in this area.

**Jill M. Forsyth:** Senior Vice President, Banc of America Public Capital Corp  
14636 North Scottsdale Road, Suite 250; Scottsdale, AZ 85254; Phone: 480-624-0369  
[jill.m.forsyth@bofa.com](mailto:jill.m.forsyth@bofa.com)

Jill is a Senior Vice President Banc of America Public Capital Corp and is responsible for tax-exempt equipment transactions in the Western and Central portions of the US. Jill works directly with issuers including cities, counties, fire authorities, state governments and agencies, to structure unique solutions to finance equipment and provides master lease lines of credit. Jill has over thirty years of experience in the tax-exempt leasing industry and resides in Arizona. She joined Banc of America Public Capital Corp sixteen years ago after over 20+ years with JP Morgan Chase. Jill has received both her undergraduate and Master of Business degrees from Arizona State University.

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**Lisa A. Coggi:** Senior Vice President, Banc of America Public Capital Corp  
 16900 Chesterfield Airport Road, Chesterfield, MO 63005; Phone: 312-537-6773  
[lisa.a.coggi@bofa.com](mailto:lisa.a.coggi@bofa.com)

Lisa is a Senior Vice President, Transaction Management with the Banc of America Public Capital Corp (“BAPCC”) Government Finance team. In that role, Lisa is responsible for acting as liaison between clients and internal BAPCC support teams. Lisa joined Banc of America Public Capital Corp in 2006 and has in excess 25 years of experience in equipment finance in lease administration, originations, relationship management and process improvement roles. Lisa has earned her Bachelor of Arts degree from Loyola University–Chicago and her Juris Doctor degree from Saint Louis University School of Law, and she is a member of the Missouri Bar.

### **FINANCIAL STRENGTH:**

Bank of America Corporation is publicly traded on the New York Stock Exchange under the symbol BAC. As of 12/31/2021; BAC had profits of \$32 billion and is well capitalized to take care of all the Lessee’s equipment finance needs. Additional info can be found at <http://investor.bankofamerica.com/>.

### **References**

Please see below the name of two references that BAPCC has provided helicopter financing for in California. Additional references are available upon request.

#### **City of San Diego**

Ms. Krista Davidson, Debt Coordinator  
 202 C Street  
 San Diego, CA

[Davidsonk@sandiego.gov](mailto:Davidsonk@sandiego.gov)

Phone: 619-236-6640

Have the current master lease for the City and fund assets City-wide, including a helicopter

#### **City of Riverside, CA**

Ms. Heidi Schrader, Debt/Treasury Manager  
 3900 Main Street; Attn: Finance Department  
 Riverside, CA 92522

[hschrader@riversideca.gov](mailto:hschrader@riversideca.gov)

Phone: 951.826.3904

Financed two (2) helicopters earlier this year (2022) and have a Master Lease in place

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**AMORTIZATIONS****7-Year Amortization**

**Tax Exempt rate:** 3.1379%      Wtd Avg Mat: 4.315 yrs

<u>Date</u>	<u>Takedowns</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Ending Balance</u>
11/7/2022	58,000,000.00				58,000,000.00
1/10/2024		9,407,634.13	2,138,478.85	7,269,155.28	50,730,844.72
1/10/2025		9,407,634.13	1,591,883.17	7,815,750.96	42,915,093.76
1/10/2026		9,407,634.13	1,346,632.72	8,061,001.41	34,854,092.35
1/10/2027		9,407,634.13	1,093,686.56	8,313,947.57	26,540,144.78
1/10/2028		9,407,634.13	832,803.20	8,574,830.93	17,965,313.85
1/10/2029		9,407,634.13	563,733.58	8,843,900.55	9,121,413.30
1/10/2030		9,407,634.13	286,220.83	9,121,413.30	-
<b>Total</b>		<b>65,853,438.91</b>	<b>7,853,438.91</b>	<b>58,000,000.00</b>	

**10-Year Amortization**

**Tax Exempt rate:** 3.1379%      Wtd Avg Mat: 5.955 yrs

<u>Date</u>	<u>Takedowns</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Ending Balance</u>
11/7/2022	58,000,000.00				58,000,000.00
1/10/2024		6,883,763.53	2,138,478.85	4,745,284.68	53,254,715.32
1/10/2025		6,883,763.53	1,671,079.71	5,212,683.82	48,042,031.50
1/10/2026		6,883,763.53	1,507,510.91	5,376,252.62	42,665,778.88
1/10/2027		6,883,763.53	1,338,809.48	5,544,954.05	37,120,824.83
1/10/2028		6,883,763.53	1,164,814.36	5,718,949.17	31,401,875.66
1/10/2029		6,883,763.53	985,359.46	5,898,404.07	25,503,471.59
1/10/2030		6,883,763.53	800,273.44	6,083,490.09	19,419,981.50
1/10/2031		6,883,763.53	609,379.60	6,274,383.93	13,145,597.57
1/10/2032		6,883,763.53	412,495.71	6,471,267.82	6,674,329.75
1/10/2033		6,883,763.53	209,433.79	6,674,329.75	-
<b>Total</b>		<b>68,837,635.30</b>	<b>10,837,635.31</b>	<b>58,000,000.00</b>	

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**15-Year Amortization****Tax Exempt rate: 3.1379%****Wtd Avg Mat: 8.790 yrs**

<u>Date</u>	<u>Takedowns</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Ending Balance</u>
11/7/2022	58,000,000.00				58,000,000.00
1/10/2024		4,933,176.78	2,138,478.85	2,794,697.93	55,205,302.07
1/10/2025		4,933,176.78	1,732,287.17	3,200,889.61	52,004,412.46
1/10/2026		4,933,176.78	1,631,846.46	3,301,330.32	48,703,082.14
1/10/2027		4,933,176.78	1,528,254.01	3,404,922.77	45,298,159.37
1/10/2028		4,933,176.78	1,421,410.94	3,511,765.84	41,786,393.53
1/10/2029		4,933,176.78	1,311,215.24	3,621,961.54	38,164,431.99
1/10/2030		4,933,176.78	1,197,561.71	3,735,615.07	34,428,816.92
1/10/2031		4,933,176.78	1,080,341.84	3,852,834.94	30,575,981.98
1/10/2032		4,933,176.78	959,443.74	3,973,733.04	26,602,248.94
1/10/2033		4,933,176.78	834,751.97	4,098,424.81	22,503,824.13
1/10/2034		4,933,176.78	706,147.50	4,227,029.28	18,276,794.85
1/10/2035		4,933,176.78	573,507.54	4,359,669.24	13,917,125.61
1/10/2036		4,933,176.78	436,705.48	4,496,471.30	9,420,654.31
1/10/2037		4,933,176.78	295,610.71	4,637,566.07	4,783,088.24
1/10/2038		4,933,176.78	150,088.53	4,783,088.24	(0.00)
<b>Total</b>		<b>73,997,651.70</b>	<b>15,997,651.69</b>	<b>58,000,000.00</b>	

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## MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the “*Agreement*”) dated as of \_\_\_\_\_, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and \_\_\_\_\_, a [city] [county] [school district] [special district] [body corporate and politic] existing under the laws of the State of \_\_\_\_\_ (“*Lessee*”).

### WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

### ARTICLE I

*Section 1.01. Definitions.* The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient for the purpose of acquiring and installing the Equipment listed in such Lease.

“*Acquisition Period*” means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Equipment Schedule during which the Acquisition Amount attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

*“Agreement”* means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

*“Casualty Value”* means, with respect to each Lease, the amount that is shown on the Payment Schedule for each Rental Payment Date under the column titled either (i) the Prepayment Price or (ii) the “Casualty Value”, if any.

*“Code”* means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

*“Commencement Date”* means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in such Lease.

*“Contract Rate”* means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

*“Disbursement Request”* means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

*“Equipment”* means, with respect to each Lease, the property listed in the related Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

*“Equipment Costs”* means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor’s prior consent.

*“Equipment Schedule”* means each separately numbered Equipment Schedule, substantially in the form of either *Exhibit A-1* (general Equipment) or *Exhibit A-2* (energy services Equipment) hereto, together with the related Payment Schedule.

*“Escrow Account”* means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.

*“Escrow Agent”* means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

*“Escrow Agreement”* means, with respect to each Lease for which an Escrow Account is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

*“Event of Default”* means an Event of Default described in Section 12.01.

*“Event of Non-appropriation”* means, with respect to a Lease, the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

*“Lease”* means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

*“Lease Term”* means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

*“Lessee”* means the entity referred to as Lessee in the first paragraph of this Agreement.

*“Lessor”* means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

*“Material Adverse Change”* means (a) any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or S&P Global Ratings or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee’s credit rating to be below investment grade, or, if any such rating agency no longer

publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

*“Original Term”* means, with respect to each Lease, the period from the Commencement Date identified in the related Equipment Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

*“Outstanding Balance”* means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

*“Payment Schedule”* means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

*“Prepayment Price”* means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Prepayment Price” on the Payment Schedule.

*“Principal Portion”* means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

*“Related Documents”* means, with respect to each Lease, the Lease, this Agreement and, if applicable, the related Escrow Agreement, each as may be amended and supplemented.

*“Renewal Terms”* means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

*“Rental Payment Date”* means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

*“Rental Payments”* means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

*“SEC”* means the U.S. Securities and Exchange Commission.

“State” means the State of \_\_\_\_\_.

“Taxable Rate” means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“Vendor” means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

“Vendor Agreement” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

## ARTICLE II

*Section 2.01. Representations and Covenants of Lessee.* Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is [the State] [a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State], with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a [city] [county] [school district] [special district] [body corporate and politic] of the State.



(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

### ARTICLE III

*Section 3.01. Lease of Equipment.* Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

*Section 3.02. Continuation of Lease Term.* Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

*Section 3.03. Non-appropriation.* Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor on or before the end of the applicable Original Term or Renewal Term for which Rental Payments have been appropriated for the applicable Lease (each, a "Non-

*Appropriation Return Date*”). Lessor may take whatever action at law or in equity as may be necessary or desirable to enforce Lessee’s obligations in the immediately preceding sentence. Without limiting or reducing in any way Lessee’s obligations in the second preceding sentence or Lessor’s rights in the immediately preceding sentence, if the Lessee fails to return the Equipment to Lessor on or before the applicable Non-Appropriation Return Date pursuant to this Section 3.03, Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

*Section 3.04. Conditions to Lessor’s Performance.* (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Equipment Schedule, executed by Lessee;
- (ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;
- (iii) A certified copy of a resolution, ordinance or other official action of Lessee’s governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;
- (iv) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;
- (v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D*, and otherwise satisfactory to Lessor;
- (vi) Evidence of insurance as required by Section 7.02 hereof;
- (vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;
- (viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;
- (ix) Reserved;

(x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles with Lessor's interest noted thereon in accordance with the instructions of Lessor;

(xiii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Acquisition Amount for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

#### ARTICLE IV

*Section 4.01. Rental Payments.* Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

*Section 4.02. Interest and Principal Components.* A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

*Section 4.03. Rental Payments to Constitute a Current Expense of Lessee.* Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

*Section 4.04. Rental Payments to be Unconditional.* Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason,

including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

*Section 4.05 Tax Covenants.* Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

*Section 4.06. Event of Taxability.* Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions,



selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

*Section 4.07. Mandatory Prepayment.* If the Acquisition Amount for a Lease is deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earlier of (a) the expiration of the applicable Acquisition Period, (b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (c) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

## ARTICLE V

*Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment.* (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; provided, however, that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a “Final Acceptance Certificate” in the form attached hereto as *Exhibit E*.

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04.

(ii) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the

conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

*Section 5.02. Quiet Enjoyment of Equipment.* So long as no Event of Default exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

*Section 5.03. Location; Inspection.* Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

*Section 5.04. Use and Maintenance of the Equipment.* Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

## ARTICLE VI

*Section 6.01. Title to the Equipment.* During the Lease Term under each Lease, and so long as Lessee is either not in default under Article XII hereof or an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

*Section 6.02. Security Interest.* As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "*Collateral*"). Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

*Section 6.03. Personal Property; No Encumbrances.* Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any

agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

## ARTICLE VII

*Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.* Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

*Section 7.02. Insurance.* Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Casualty Value of the Equipment under such Lease or (ii) the replacement cost of such Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability for bodily injury and property damage coverage (i) in such coverage amounts as may be required by Lessor for the applicable Equipment or (ii) in such minimum coverage amounts as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, and in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall

provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

*Section 7.03. Risk of Loss.* Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

*Section 7.04. Advances.* In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

*Section 8.01. Damage, Destruction and Condemnation.* If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of,

the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b) hereof.

If Lessee elects to replace any item of the Equipment (the “*Replaced Equipment*”) pursuant to this Section 8.01, the replacement equipment (the “*Replacement Equipment*”) shall be new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment as determined and approved by Lessor in its sole discretion. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to prepay the obligations under the related Lease with respect to the damaged Equipment for an amount that shall be determined and approved by Lessor in its sole discretion.

For purposes of this Article VIII, the term “*Net Proceeds*” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

*Section 8.02. Insufficiency of Net Proceeds.* If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

*Section 9.01. Disclaimer of Warranties.* Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

*Section 9.02. Vendor Agreements; Warranties.* Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

## ARTICLE X

*Section 10.01. Prepayment; Payment in Full.*

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment



option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Casualty Value for such Lease *plus* (iii) all other amounts then owing thereunder OR, (B) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest Casualty Value shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, the payment in full of all Rental Payments then due and all other amounts then owing under such Lease by Lessee to Lessor.

(c) Lessor's security interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment after either (i) payment of either (A) the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) of this Agreement or (B) the applicable Casualty Value and all other amounts then owing under a Lease in accordance with Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b) of this Agreement.

## ARTICLE XI

*Section 11.01. Assignment by Lessor.* (a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, its security interest in the Equipment subject to the related Lease and in any related Escrow Account, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the "*Related Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the

Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the “*Lease Servicer*”) to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include, without limitation, assignment of all of Lessor’s security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor’s security interest in and to the related Escrow Account, or all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached hereto, within five (5) business days after its receipt of such request.

*Section 11.02. Assignment and Subleasing by Lessee.* **None of Lessee's right, title and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

## ARTICLE XII

*Section 12.01. Events of Default Defined.* Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days of the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided that*, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an

order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

*Section 12.02. Remedies on Default.* Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a “*Defaulted Lease*”):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may enter the premises where the Equipment listed in any one or more of each such Defaulted Leases is located and retake possession of such Equipment or require Lessee at Lessee’s expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to each such Defaulted Lease and other amounts related to each such Defaulted Lease that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under each such Defaulted Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer’s and attorney’s fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow

Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under any one or more of such Defaulted Leases or each such Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to any one or more of such Defaulted Leases or with respect to the related Escrow Account for one or more of such Defaulted Leases.

*Section 12.03. No Remedy Exclusive.* No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

*Section 12.04. Application of Moneys.* Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

### **ARTICLE XIII**

*Section 13.01. Notices.* All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

*Section 13.02. Binding Effect.* This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

*Section 13.03. Severability.* In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

*Section 13.04. Amendments, Changes and Modifications.* This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

*Section 13.05. Execution in Counterparts.* This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

*Section 13.06. Applicable Law; Venue; Waiver of Jury Trial.* This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

*Section 13.07. Captions.* The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

*Section 13.08. No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a

broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

*Section 13.09. Entire Agreement.* The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration  
Fax No.: (443) 541-3057

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Page of Master Equipment Lease/Purchase Agreement

## LIST OF EXHIBITS

Exhibit A-1	Form of Equipment Schedule – General Equipment
Exhibit A-2	Form of Equipment Schedule – Energy Services Equipment
Exhibit B	Form of Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement)
Exhibit C-1B	Form of Authorizing Resolution (Lease)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease)
Exhibit D	Form of Opinion of Counsel to Lessee
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Form of Self-Insurance Certificate
Exhibit G	Reserved
Exhibit H	Form of Notice and Acknowledgement of Assignment
Exhibit I	Form of Escrow and Account Control Agreement

## EXHIBIT A-1

### FORM OF EQUIPMENT SCHEDULE NO. \_\_\_\_\_ - GENERAL EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_,  
between Banc of America Public Capital Corp, a Kansas corporation, as  
Lessor, and \_\_\_\_\_, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “Agreement”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
----------	-------------	------------	-----------	----------

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “Commencement Date”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of

the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$ \_\_\_\_\_. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. \_\_\_\_\_, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ \_\_\_\_\_.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the \_\_\_\_ month following the date hereof.]

[OPTION: IF ESCROW AGREEMENT IS USED AND A SURETY BOND IS REQUIRED:

[8.] *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond (“Surety Bond”) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of “A-” or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor’s obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee’s obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section \_\_\_\_, or, at Lessor’s sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no “Disbursement Request” pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section \_\_\_\_\_ have been delivered to Lessor.

[7][8][9].*Lease Term.* The Lease Term shall consist of the Original Term and \_\_\_\_ consecutive Renewal Terms, with the final Renewal Term ending on \_\_\_\_\_, subject to earlier termination pursuant to the Agreement.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[8][9][10]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) *Registered Owner:* \_\_\_\_\_]

(b) *Lienholder:* Banc of America Public Capital Corp  
Bank of America Plaza  
600 Peachtree Street NE, 11<sup>th</sup> Floor  
Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

Dated: \_\_\_\_\_

LESSOR:

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration  
Fax No.: (443) 541-3057

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Counterpart No. \_\_\_\_\_ of \_\_\_\_\_ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

## EXHIBIT A-2

### FORM OF EQUIPMENT SCHEDULE NO. \_\_\_\_\_ - ENERGY SERVICES EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_,  
between Banc of America Public Capital Corp, a Kansas corporation, as  
Lessor, and \_\_\_\_\_, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.



4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$\_\_\_\_\_. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. \_\_\_\_\_, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the \_\_\_\_\_ month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation.*

(a) Lessee agrees that it shall (a) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (b) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Equipment Schedule is reasonably expected within forty-five (45) days to

become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation.

9. *Liability Insurance.* Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage).

10. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section \_\_\_\_, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section \_\_\_\_\_ have been delivered to Lessor.

11. *Lease Term.* The Lease Term shall consist of the Original Term and \_\_\_\_ consecutive Renewal Terms, with the final Renewal Term ending on \_\_\_\_\_, subject to earlier termination pursuant to the Agreement.

Dated: \_\_\_\_\_

LESSOR:

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration  
Fax No.: (443) 541-3057

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Counterpart No. \_\_\_\_ of \_\_\_\_ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

## EXHIBIT B

### FORM OF PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium; if applicable]	CASUALTY VALUE [including casualty premium; if applicable]
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*Contract Rate; Taxable Rate.* The Contract Rate for this Equipment Schedule is \_\_\_\_\_% per annum. The Taxable Rate for this Equipment Schedule is \_\_\_\_\_% per annum.

*Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is \_\_\_\_\_.

LESSOR:  
Banc of America Public Capital Corp

LESSEE:  
[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT C-1A

### FORM OF AUTHORIZING RESOLUTION (AGREEMENT)

A RESOLUTION OF THE GOVERNING BODY OF \_\_\_\_\_,  
AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER  
EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE  
EQUIPMENT SCHEDULES THERETO FOR THE ACQUISITION,  
FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC  
BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE  
EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN  
CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL  
OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE  
TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, \_\_\_\_\_ (the "*Lessee*"), a [city] [county] [school district]  
[special district] [body corporate and politic] duly organized and existing as a political  
subdivision, municipal corporation or similar public entity of the State/Commonwealth of  
\_\_\_\_\_, is authorized by the laws of the State/Commonwealth of \_\_\_\_\_ to acquire,  
finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its  
inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Board*") has determined that a need  
exists for the acquisition, financing and leasing of certain equipment consisting of  
\_\_\_\_\_, which constitutes personal property necessary for the Lessee to perform  
essential governmental functions (collectively, the "*Equipment*") on the terms herein provided;  
and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that  
certain Master Equipment Lease/Purchase Agreement (the "*Agreement*") with Banc of America  
Public Capital Corp (or one of its affiliates), as lessor (the "*Lessor*"), substantially in the  
proposed form presented to the Board at this meeting, and separate Equipment Schedules thereto  
substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and  
effective administration thereof to enter into the Agreement and separate Equipment Schedules  
thereunder and the other documentation relating thereto from time to time as provided in the  
Agreement for the acquisition, financing and leasing of the Equipment to be therein described on  
the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the  
Lessee as follows:

*Section 1. Findings and Determinations.* It is hereby found and determined that the terms of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

*Section 2. Approval of Documents.* The form, terms and provisions of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by \_\_\_\_\_ [insert title of officials] of the Lessee or other members of the governing body of the Lessee (the “*Authorized Officials*”) executing the same, the execution of such documents being conclusive evidence of such approval; and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to execute, and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the \_\_\_\_\_ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Equipment Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$\_\_\_\_\_; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [\_\_\_\_\_] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [\_\_\_\_\_] percent (\_\_\_\_%) per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

*Section 3. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

*Section 4. No General Liability.* Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the

Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

*Section 5. Appointment of Authorized Lessee Representatives.* The \_\_\_\_\_ and \_\_\_\_\_ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

*Section 6. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 7. Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 8. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_.

[\_\_\_\_\_] ,  
as lessee

[SEAL]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



The undersigned, a duly elected or appointed and acting \_\_\_\_\_  
[Secretary] [City Clerk] [County Clerk] of the Lessee identified in the above Resolution No. \_\_\_\_  
(the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such  
Resolution as adopted by the governing body of the Lessee on \_\_\_\_\_, 20\_\_\_. The  
Resolution is in full force and effect on the date hereof and has not been amended, modified or  
otherwise changed by the governing body of the Lessee since the date of adoption of the  
Resolution.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT C-1B

### FORM OF AUTHORIZING RESOLUTION (LEASE)

A RESOLUTION OF THE GOVERNING BODY OF \_\_\_\_\_,  
AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT  
SCHEDULE TO THE MASTER EQUIPMENT LEASE/PURCHASE  
AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF  
CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS  
PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF  
OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND  
AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO  
THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY  
THIS RESOLUTION.

WHEREAS, \_\_\_\_\_ (the "*Lessee*"), a [city] [county] [school district]  
[special district] [body corporate and politic] duly organized and existing as a political  
subdivision, municipal corporation or similar public entity of the State/Commonwealth of  
\_\_\_\_\_, is authorized by the laws of the State/Commonwealth of \_\_\_\_\_ to acquire,  
finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its  
inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Board*") has determined that a need  
exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed  
\$ \_\_\_\_\_ and consisting of \_\_\_\_\_, which constitutes personal property  
necessary for the Lessee to perform essential governmental functions (collectively, the  
"*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that  
certain Equipment Schedule (the "*Equipment Schedule*") with Banc of America Public Capital  
Corp (or one of its affiliates), as lessor (the "*Lessor*"), substantially in the proposed form  
presented to the Board at this meeting, which Equipment Schedule incorporates by reference the  
terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of  
\_\_\_\_\_ by and between Lessor and Lessee (the "*Agreement*"); and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and  
effective administration thereof to enter into the Equipment Schedule and the other  
documentation relating to the acquisition, financing and leasing of the Equipment to be therein  
described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the  
Lessee as follows:

*Section 1. Findings and Determinations.* It is hereby found and determined that the terms of the Equipment Schedule and the form of Payment Schedule, in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

*Section 2. Approval of Documents.* The form, terms and provisions of the Equipment Schedule and Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by \_\_\_\_\_ [insert title of officials] ] of the Lessee or other members of the governing body of the Lessee (the “*Authorized Officials*”) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Equipment Schedule under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

*Section 3. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

*Section 4. No General Liability.* Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

*Section 5. Appointment of Authorized Lessee Representatives.* The \_\_\_\_\_ and \_\_\_\_\_ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

*Section 6. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 7. Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this

Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 8. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_.

[\_\_\_\_\_] ,  
as lessee

[SEAL]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Printed: Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned, a duly elected or appointed and acting \_\_\_\_\_  
[Secretary] [City Clerk] [County Clerk] of the Lessee identified in the above Resolution No. \_\_\_\_  
(the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such  
Resolution as adopted by the governing body of the Lessee on \_\_\_\_\_, 20\_\_\_. The  
Resolution is in full force and effect on the date hereof and has not been amended, modified or  
otherwise changed by the governing body of the Lessee since the date of adoption of the  
Resolution.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C-2A**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)**

The undersigned, a duly elected or appointed and acting \_\_\_\_\_  
[Secretary] [City Clerk] [County Clerk] of \_\_\_\_\_ (“*Lessee*”) certifies  
as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the “*Officials*”) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF \_\_\_\_\_ (THE “*AGREEMENT*”) AND SEPARATE EQUIPMENT SCHEDULES RELATING THERETO FROM TIME TO TIME AS PROVIDED IN THE AGREEMENT (COLLECTIVELY, THE “*EQUIPMENT SCHEDULES*”), EACH BY AND BETWEEN LESSEE AND BANC OF AMERICA PUBLIC CAPITAL CORP (“LESSOR”), [THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF \_\_\_\_\_ BY AND AMONG LESSOR, LESSEE AND \_\_\_\_\_ AS ESCROW AGENT,] ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE “*OPERATIVE AGREEMENTS*”), AND THE OPERATIVE AGREEMENTS EACH ARE THE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE  
OPERATIVE AGREEMENTS.)

**EXHIBIT C-2B**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)**

The undersigned, a duly elected or appointed and acting \_\_\_\_\_  
[Secretary] [City Clerk] [County Clerk] of \_\_\_\_\_ (“*Lessee*”) certifies  
as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the “*Officials*”) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE EQUIPMENT SCHEDULE NO. \_\_\_\_ DATED AS OF \_\_\_\_\_ (THE “*EQUIPMENT SCHEDULE*”), WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF \_\_\_\_\_ (THE “*AGREEMENT*”), EACH BY AND BETWEEN LESSEE AND BANC OF AMERICA PUBLIC CAPITAL CORP (“LESSOR”), [THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF \_\_\_\_\_ BY AND AMONG LESSOR, LESSEE \_\_\_\_\_ AS ESCROW AGENT,] AND ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE “*OPERATIVE AGREEMENTS*”), AND THE OPERATIVE AGREEMENTS EACH ARE THE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE  
OPERATIVE AGREEMENTS.)



## EXHIBIT D

### FORM OF OPINION OF COUNSEL TO LESSEE

(to be typed on letterhead of counsel)

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration

Re: Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, to Master Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_, by and between Banc of America Public Capital Corp, as Lessor, and \_\_\_\_\_, as Lessee

Ladies and Gentlemen:

As legal counsel to \_\_\_\_\_ ("*Lessee*"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_ (the "*Agreement*") and Exhibits thereto, by and between Banc of America Public Capital Corp, as lessor ("*Lessor*"), and Lessee; (b) an executed counterpart of Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. \_\_\_\_\_ together with such incorporated terms and provisions are herein referred to collectively as the "*Equipment Schedule*"), has attached the Payment Schedule with respect thereto (the "*Payment Schedule*") executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the "*Equipment*"); (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of \_\_\_\_\_ (the "*Escrow Agreement*"), by and among Lessor, Lessee and \_\_\_\_\_, as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a [city] [county] [school district] [special district] [body corporate and politic], duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the

Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

[6. The portion of Rental Payments designated as interest is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of \_\_\_\_\_ personal income taxes; and such interest is not a specific item of tax preference for purposes of the Federal alternative minimum tax.<sup>1]</sup>

[6. The portion of Rental Payments designated as interest or constituting or accruing as original issue discount is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of \_\_\_\_\_ personal income taxes; and such interest and original issue discount are not a specific item of tax preference for purposes of the Federal alternative minimum tax.<sup>2]</sup>

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<sup>1</sup> Please use this provision if the opinion of counsel will include a tax opinion.

<sup>2</sup> Please use this provision if the opinion of counsel will include a tax opinion and there is OID.

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns[, and any counsel rendering an opinion on the tax-exempt status of the Rental Payments,<sup>3</sup>] are entitled to rely on this opinion.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Dated: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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<sup>3</sup> Please use this provision if bond counsel will be providing a separate tax opinion.

## EXHIBIT E

### FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration

Re: Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, to Master Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_, by and between Banc of America Public Capital Corp, as Lessor, and \_\_\_\_\_, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Equipment Schedule (the "*Equipment Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Equipment Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

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

LESSEE:

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT F

### FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration

Re: Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, to Master  
Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_,  
by and between Banc of America Public Capital Corp, as Lessor, and  
\_\_\_\_\_, as Lessee

In connection with the above-referenced Equipment Schedule (the "*Equipment Schedule*"), \_\_\_\_\_ (the "*Lessee*") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*") incorporated into the Equipment Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Equipment Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$\_\_\_\_\_. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$\_\_\_\_\_.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$\_\_\_\_\_. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$\_\_\_\_\_.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$\_\_\_\_\_. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$\_\_\_\_\_.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: \_\_\_\_\_. Amounts payable for claims from such sources are limited as follows: \_\_\_\_\_.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT G**

**RESERVED**

## EXHIBIT H

### FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated \_\_\_\_\_

BANC OF AMERICA PUBLIC CAPITAL CORP (“Assignor”) hereby gives notice that, as of \_\_\_\_\_, 20\_\_, it has assigned and sold to \_\_\_\_\_ (“Assignee”) all of Assignor’s right, title and interest in, to and under Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_ (including the Payment Schedule attached thereto, the “*Equipment Schedule*”), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of \_\_\_\_\_ (the “*Agreement*”), each by and between Assignor and \_\_\_\_\_ (“*Lessee*”), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor’s right, title and interest in the Equipment listed in the Equipment Schedule and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement dated as of \_\_\_\_\_, 20\_\_ (the “*Escrow Agreement*”) by and among Lessee, Assignor and \_\_\_\_\_, as Escrow Agent, together with the Escrow Account related thereto (collectively, the “*Assigned Property*”).

For purposes of this Notice and Acknowledgment of Assignment (the “*Acknowledgment*”), “*Lease*” means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term “*Lease*” specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the

other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this “*Acknowledgement*”), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments	\$ _____
Remaining	
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGED AND AGREED:

LESSEE: \_\_\_\_\_

[FOR EXHIBIT PURPOSES ONLY]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

[FOR EXHIBIT PURPOSES ONLY]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT I**

**ESCROW AND ACCOUNT CONTROL AGREEMENT**

## EXHIBIT I

### [Form of] Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this "Agreement"), dated as of \_\_\_\_\_, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), \_\_\_\_\_, a [city] [county] [special district] [body corporate and politic] existing under the laws of the State of \_\_\_\_\_ (hereinafter referred to as "Lessee") and Wilmington Trust, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as "Escrow Agent").

Reference is made to that certain Equipment Schedule No. \_\_\_\_ dated as of \_\_\_\_\_ to Master Equipment Lease/Purchase Agreement dated as of \_\_\_\_\_ between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount (\$\_\_\_\_\_) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

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

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "\_\_\_\_\_ Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Agreement. The Lessee acknowledges that neither the Escrow Agent nor the Lessor is providing investment supervision, recommendations, or advice. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next business day. In the absence of written instructions from Lessee (on Escrow Agent's Escrow Account

Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of [state law citation].

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively,



shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent permitted by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent with regards to the execution of the instructions or directions in question, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and its directors, officers, employees and agents and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct. The Escrow Agent may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(i) The compensation fee for Escrow Agent's services under this Agreement is \$0.00. Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account, execution of the directions provided by the Lessee and Lessor and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

The terms of this paragraph shall survive termination of this Agreement and/or the earlier resignation or removal of the Escrow Agent.(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent.

(l) The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as a duty and, with respect to such permissive rights, the Escrow Agent shall not be answerable for other than its gross negligence or willful misconduct.

(m) Nothing in this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

(n) In no event shall the Escrow Agent be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(o) In the event that any of the funds in the Escrow Account shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the funds in the Escrow Account, the Escrow Agent is hereby expressly authorized to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. To the extent permitted by law, the Escrow Agent shall inform the Lessor and Lessee in writing about any such attachment, garnishment, levy, court

order, judgment or decree within ten (10) business days of its receipt of any such attachment, garnishment, levy, court order, judgment or decree. In the event that the Escrow Agent obeys or complies with any such writ, order or decree, it shall not be liable to any of the other parties to this Agreement or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Agreement or monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account. The Escrow Agent shall not be liable for any amount in excess of the Acquisition Amount.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

- (a) All terms used in this Section 6 which are defined in the Commercial Code of the state of \_\_\_\_\_<sup>1</sup> ("Commercial Code") but are not otherwise

<sup>1</sup> State where lessee is located.

defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code

as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If a court of competent jurisdiction declares any provision hereof invalid, it will be ineffective only to the extent of such invalidity, so that the remainder of the provision and Agreement will continue in full force and effect.

This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

If to Lessor: Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-031-06-05  
Hunt Valley, MD 21031  
Attn: Contract Administration  
Fax: (804) 533-8124

If to Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_

If to Escrow Agent

Wilmington Trust, National Association  
650 Town Center Drive, Suite 800  
Costa Mesa, CA 92626  
Attention:  
Telephone:  
Fax:  
Email:

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and [Lessee] as payee. Escrow Agent shall recognize [Lessee] as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of [ ] and the parties hereto consent to jurisdiction in the State of [ ] and venue in any applicable state or Federal court located in the State of [ ] that has jurisdiction over the Lessee. EACH OF THE PARTIES HERETO HEREBY WAIVES THE

RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. ].

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld;



In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp  
as Lessor

\_\_\_\_\_  
as Lessee

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Wilmington Trust, National Association  
As Escrow Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1**  
**to the Escrow and Account Control Agreement**

**FORM OF DISBURSEMENT REQUEST**

Re: Equipment Schedule No. \_\_\_\_\_ dated as of \_\_\_\_\_ to Master Equipment Lease/Purchase Agreement dated as of \_\_\_\_\_ by and between Banc of America Public Capital Corp, as Lessor, and \_\_\_\_\_, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of \_\_\_\_\_ (the "Escrow and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), \_\_\_\_\_ ("Lessee") and Wilmington Trust, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3>  <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*>  <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3>  <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*>  <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	<invoice amount>	<general description of equipment; ex "police cruiser">

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the "Payee Information") is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Disbursement of funds from the Escrow  
Account in accordance with the foregoing  
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor under the Lease

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

## EXHIBIT A-1

### FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting \_\_\_\_\_  
[Secretary] [City Clerk] [County Clerk] of \_\_\_\_\_ ("*Lessee*")  
certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Schedule No. \_\_\_\_ dated as of \_\_\_\_\_ to Master Equipment Lease/Purchase Agreement dated as of \_\_\_\_\_ by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of \_\_\_\_\_ by and among Lessor, Lessee and Wilmington Trust, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

**EXHIBIT A-2**

**Escrow and Account Control Agreement dated as of \_\_\_\_\_ by and among Banc  
of America Public Capital Corp, as Lessor, \_\_\_\_\_, as Lessee and  
Wilmington Trust, National Association, as Escrow Agent**

**RESERVED – TO BE PROVIDED**

CONFIDENTIAL

## ADDENDUM RELATING TO AIRCRAFT TO EQUIPMENT SCHEDULE TO MASTER LEASE AGREEMENT

**THIS ADDENDUM RELATING TO AIRCRAFT** (this “**Addendum**”) is dated as of [DATE] among **Banc of America Public Capital Corp** (“**Lessor**”), and **[NAME]** (“**Lessee**”) pursuant to and as a part of that certain and Equipment Schedule No. [#} thereto, between Lessor and Lessee, dated as of [DATE] (the “**Equipment Schedule**”) entered into pursuant to that certain Master Lease Agreement, between Lessor and [\_\_\_\_], dated as of [DATE] (the “**Master Lease Agreement**” and, together with the Equipment Schedule, and including all related attachments, supplements and amendments, the “**Agreement**”). For the consideration described in the Agreement, and subject to the terms and conditions of the Agreement, as supplemented and amended by this Addendum, Lessor and Lessee hereby agree as follows:

**A. Generally.** This Addendum shall constitute a part of the Agreement, and supplements and amends the Agreement, as and to the extent provided below, for the purpose of modifying the terms of the Agreement in a manner consistent with Lessor’s lease financing or refinancing (as applicable) of Lessee’s acquisition of the “Aircraft(s)” described herein. In the event any provisions of the Agreement are inconsistent with the provisions or purposes of this Addendum, the provisions of this Addendum shall prevail. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain unchanged and in full force and effect and are hereby ratified and confirmed by Lessee. Certain of the terms used in this Addendum are defined in Section 8 herein, and any capitalized terms not defined in this Addendum are as defined in the Agreement.

**B. Supplemental or Amending Provisions.** The Agreement is hereby supplemented and amended, as follows:

**1. Description of “Equipment” (Financing of Aircraft).** All references to “**Equipment**” in the Agreement shall mean the Aircraft (including, the Airframe, and whether or not then attached, the Engine, Rotor Blade and Rotor Components, and Parts) financed under, and described in the Equipment Schedule and in Annex A to this Addendum, or unless otherwise provided in this Addendum. [The Airframe is [not] of a type certified by the FAA to transport at least eight (8) persons including crew; [nor][or] goods in excess of 2750 kilograms [fixed wing].] [The Airframe is [not] of a type certified by the FAA to transport at least five (5) persons including crew; [nor][or] goods in excess of 450 kilograms [helicopter].] The Engine does [not] have at least 550 rated takeoff shaft horsepower or the equivalent of such horsepower [for helicopters].

**2. Supplemental Conditions Precedent.** In addition to the conditions provided in the Agreement, Lessor’s willingness to fund the Aircraft shall be subject to the following supplemental conditions, all of which must be to Lessor’s, and, as applicable, Aviation’s Counsel’s, satisfaction: (a) on or prior to the date Note Proceeds are released from the Equipment Acquisition Fund held by the Escrow Agent, and; (b) Lessor, and/or (if so delivered by Lessor) Aviation Counsel, shall have received all of the following in form and substance satisfactory to Lessor and/or Aviation Counsel with respect to the Aircraft: (i) evidence of Lessee’s reservation of an “N” number, together with an assignment of the rights thereto to Lessor, (ii) evidence that it has been duly certified as to type and airworthiness by the FAA, (iii) chattel paper or other counterpart originals of the Equipment Schedule as well as a Certificate of Acceptance executed by Lessee confirming, among other things, delivery to and acceptance by

Lessee of the Equipment, (iv) evidence of the Required Coverages (as defined in Section 4(f) hereof), (v) a Certificate of Aircraft Registration (AC Form 8050-3), or, if the Certificate of Aircraft Registration has not been issued, an Aircraft Registration Application (AC Form 8050-1), and (vi) an Aircraft Bill of Sale (AC Form 8050-2), (vii) a Standard Airworthiness Certificate (AC Form 8100-2), and (viii) the executed Security Agreement, attached hereto as Annex C; (c) on the date Note Proceeds are released from the Acquisition Fund for purchase of the Aircraft (all as confirmed to Lessor by Aviation Counsel), (i) the Aircraft, the Engine, the Rotor Blade, and Rotor Components and the other property, rights and Collateral that are subject to the Lessor's interest, shall be free and clear of all other Liens, including any Liens recorded or registered with the FAA and the International Registry, (ii) the Bill of Sale shall be in the name of the Lessee, (iii) upon making all of the filings and registrations required, Lessor shall have a security interest consistent with the terms of the Master Lease Agreement in, and with respect to, the Lessee's rights and interests in and to the Airframe, the Engine, the Rotor Blade and Rotor Components and the associated rights, and other related property; (d) concurrently with Lessor's funding the Aircraft (all as confirmed to Lessor by Aviation Counsel), (i) any and all documents, instruments and funds then held in escrow shall be released from escrow, and (ii) all of the filings and registrations referenced above have been made (and the related filing and registration information is reported to the Lessor telephonically or electronically); (e) regarding the International Registry, evidence that each of Lessee and all pertinent Persons (i) are transacting user entities (and identifying the name of their respective administrators), (ii) have designated Aviation Counsel as their professional user entity, and (iii) have taken all other actions which may then be necessary (including, by providing all necessary authority to its administrator) so that all of the Registerable Interests, including any discharges and subordinations, required by this Addendum or the Security Agreement can be registered with the International Registry in favor of Lessor; and (f) such other documents, filings, certificates, opinions, assurances and evidence of such other matters, as Lessor, Lessor's counsel or Aviation Counsel, may reasonably request.

**3. Supplemental Representations, Warranties and Covenants.** In addition to its representations, warranties and covenants in the Agreement, Lessee, on the date the Equipment Schedule is funded, further represents, warrants and covenants as follows:

(a) The Aircraft. The Aircraft is currently certified under existing FAA rules and regulations, has been delivered to Lessee, is in its possession, completely inspected by Lessee to its satisfaction, and unconditionally, irrevocably and fully accepted by Lessee; and without limiting the foregoing, (i) the information contained in the Equipment Schedule (including the registration number of the Aircraft, the serial numbers of the Airframe and the Engine the Rotor Blade and Rotor Components and manufacturer and model numbers of the Airframe, Engine and Rotor Blade and Rotor Components) is true and accurate in all respects, and (ii) the Aircraft is airworthy in all respects and otherwise in good working order, repair and condition and fully equipped to operate for its purpose, and in conformity with Applicable Standards.

(b) Cape Town Convention Representations, Warranties and Covenants.

(i) Without limiting any of the other representations and warranties in the Agreement or this Addendum, for the purposes of the Cape Town Convention and any other Applicable Law, (A) upon the conclusion of the sale of the Aircraft to Lessee, and Lessee's grants and assignments contemplated in the Agreement or this Addendum, Lessee shall be situated in, and Lessee will cause the Aircraft to be duly registered in, the United States of America (which is a contracting state), (B) with respect to any of the transaction documents relating to the purchase of the Airframe or Engine from Vendor, each of the respective parties

thereto has power to dispose of the Airframe and Engine, as contemplated therein by way of the relevant transaction document, and (C) the purchase documents with the Vendor qualify as a "contract of sale", and the Loan Documents are effective to constitute international interests in the Airframe and Engine and security assignments of the related associated rights and transfer of the related international interests, as contemplated therein, and each such Registerable Interest will be effective against third parties upon registration at the International Registry, without any further filings or registrations (except as contemplated in this Addendum and the Agreement).

(ii) By way of clarification and not limitation, the grant of the security interest in the Aircraft as provided in the Agreement and the Security Agreement shall include, as applicable (and in each case, being validly registered and having first priority), (A) an international interest in the Airframe, at all times and without regard as to whether the Engine is installed as an accessory of the Airframe, (B) an international interest in the Engine, at all times (1) prior to its installation on the Airframe, and (2) after removal from and before re-installation on the Airframe, and (C) a prospective international interest in the Engine at all times while installed on the Airframe (which prospective interest, immediately upon the removal of the Engine, shall become an international interest, and be treated as registered as from the time of its registration as a prospective international interest).

(iii) Lessee hereby irrevocably consents to, and authorizes its professional user entity to consent to, the registration of each Registerable Interest requested by Lessor or its Assignee, or otherwise required by the provisions of this Agreement or any of the other Loan Documents, including any subordination, amendment, assignment, discharge or undertaking permitted by the Cape Town Convention with respect thereto.

(iv) Upon the request of Lessor, Lessee also agrees to make, or cause to be made, all registrations (including all assignments and subordinations) and all amendments, extensions and discharges with the International Registry reasonably requested by Lessor (and give or obtain any necessary consent thereto, as well as renew any authorization required by the International Registry in connection therewith, including renewing its transacting user entity status and re-designating a professional user entity, if necessary in Lessor's judgment), in connection with any assignment of the Agreement.

(v) Notwithstanding anything in the foregoing to the contrary, Lessor and Lessee may bring a judicial proceeding in the Republic of Ireland, solely with respect to matters relating to the International Registry.

**4. Obligations.** Without limiting its other obligations under the Agreement, Lessee hereby agrees to the following:

(a) Notices. Lessee will promptly give written notice to Lessor of (i) any accident or similar event involving the Aircraft with respect to which there may be a risk of civil or criminal liability, or resulting in any material damage, (ii) the commencement or threat of any material litigation or proceedings affecting the Aircraft, (iii) any dispute between Lessor, Lessee or any other person or entity and any governmental regulatory body or other party that involves the Aircraft, and (iv) each scheduled and unscheduled maintenance, service, overhaul, repair or other event pursuant to which the Engine is to be removed from the Aircraft, at least 30 days' prior to any such scheduled removal, and as soon as practicable prior to any such unscheduled removal.



(b) Compliance With Law. Lessee will (i) duly observe and conform to all requirements of Applicable Law relating to the conduct of its business and/or the Aircraft, (ii) remain a "citizen of the United States" within the meaning of the Transportation Code, (iii) obtain and keep in full force and effect (A) all rights, franchises, licenses and permits that are necessary to the proper conduct of its business, and (B) all governmental, administrative or agency approvals required with respect to the performance of its obligations under the Agreement and the operation of the Aircraft (including for emergency medical services and any other purposes for which it may be operated), and its business generally, (iv) cause the Aircraft to remain duly registered, in its name, under the Transportation Code (including, by making all necessary reports, re-registering its ownership of the Aircraft, and taking all other actions required by Applicable Law).

(c) Hangaring and Operating Location. Lessee will neither permit the Aircraft to be operated outside the continental United States nor change its principal base from that specified on the Equipment Schedule without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee further agrees not to operate the Aircraft in any area, at any time or in any manner (i) excluded from or otherwise not covered by any of the Required Coverage, or with respect to which claims might be prohibited, or in which such operation creates any unreasonable risks to the Aircraft or any person or entity, or (iii) if prohibited by Applicable Law or any of the other provisions of the Agreement.

(d) Operations. Lessee will use, operate, load, hangar and store the Aircraft in a careful and proper manner under and in compliance with all applicable provisions of the FARs and with all other Applicable Standards, including, any of the same applicable to airworthiness, security, or operation within any then applicable jurisdiction for the purposes contemplated in the Agreement Lessee shall have "operational control" of the Aircraft (as determined in accordance with the FARs and any other Applicable Laws) and operate the Aircraft pursuant to Part 91, and neither operate nor permit the Aircraft to be operated for air taxi operations or otherwise under Part 135 of the FARs.

(e) Maintenance. Lessee will, at its own expense, (i) maintain, inspect, service, repair, overhaul and test the Aircraft, make any alterations or modifications to the Aircraft, and furnish all parts, replacements, avionics, equipment, mechanisms and devices, and otherwise conform its physical attributes, cause the Aircraft to have communications capabilities, and maintain (in English) all Records for or with respect to the Aircraft (all of which shall immediately, without further act, become part of the Aircraft and subject to Lessor's interest), utilizing properly trained, licensed, and certified maintenance sources and personnel utilizing replacement parts approved by the FAA and the applicable manufacturer, in each case, (A) as and to the extent the same may at any time be required to comply with Applicable Standards and (B) so that its value, condition and operating efficiency will at all times be no less than was the case when delivered to Lessee, ordinary wear and tear from proper use alone excepted (including, by (1) enrolling and maintaining the Airframe in a Maintenance Program, and/or the Engine in the Engine Maintenance Program and (2) complying with all mandatory service bulletins and airworthiness directives by completing the same through corrective modification in lieu of operating manual restrictions); (ii) adopt, implement and comply with all security measures required by any Applicable Standards, or that are necessary or appropriate for the proper protection of the Aircraft (whether on the ground or in flight) against theft, vandalism, hijacking, destruction, bombing, terrorism or similar acts; (iii) not make or authorize any improvement, change, addition or alteration to the Aircraft if it will impair the originally intended function or use of the Aircraft, impair the value of the Aircraft as it existed immediately prior

thereto, or violate any Applicable Standard; and (iv) if requested by Lessor, attach to the Aircraft a notice disclosing Lessor's interest in the Aircraft.

(f) Insurance. Lessee agrees to maintain at all times, at its own cost and expense, with insurers of recognized responsibility reasonably satisfactory to Lessor (but in no event having an A.M. Best or comparable agency rating of less than "A-"): (i) (A) comprehensive Aircraft and general liability insurance against bodily injury or property damage claims including contractual liability, premises damage, public liability, death and property damage liability, public and passenger legal liability coverage, and sudden accident pollution coverage, in an amount not less than \$50,000,000.00 for each single occurrence, (B) personal injury liability in an amount not less than \$25,000,000.00, (ii) "all-risk" ground, taxiing, and flight hull insurance on an agreed-value basis, covering the Aircraft, provided that such insurance shall at all times be in an amount not less than the greater of (A) the full replacement value of the Aircraft (as determined by Lessor), or (B) the unpaid principal amount of the Equipment Schedule (each such amount re-determined as of each anniversary of the date hereof for the next succeeding year throughout the term of the Agreement), (iii) war risk and allied perils (including confiscation, appropriation, expropriation, terrorism and hijacking insurance) in the amounts required above. Any policies of insurance carried in accordance with this Section and any policies taken out in substitution or replacement or any such policies shall (i) be amended to name each of Lessor and Lessee as an additional insured under any liability policies, (ii) provide that any amount(s) payable thereunder shall be paid directly to Lessor, as loss payee, (iii) provide that any cancellation, lapse or substantial change of any of the required coverages shall not be effective until the thirtieth (30th) day following Lessor's receipt of written notice by such insurer thereof, (iv) provide that the insurance shall not be invalidated as to Lessor or Lessee by any action or inaction of Lessee or any other person or entity (other than Lessor) as it relates to physical damage coverage, and regardless of any breach or violation of any warranties, declarations or conditions contained in such policies by or binding upon Lessee or any other person or entity (other than Lessor), (v) be primary insurance, not subject to any co-insurance clause and without right of contribution from any other insurance, (vi) provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured or loss payee, and (vii) waive any right of such insurer to any setoff, counterclaim or other deduction, by attachment or otherwise, in respect of Lessor or Lessee. All of the coverage required herein (the "**Required Coverage**") shall be in full force and effect worldwide throughout any geographical areas to, in or over which the Aircraft is operated. Annually on the anniversary of the date the Schedule is funded, Lessee shall furnish to Lessor an insurance certificate evidencing that Lessee has obtained the Required Coverage. Lessee will also advise Lessor in writing at least thirty (30) days prior to the expiration or termination date of any of the Required Coverage.

(g) Event of Loss. Upon the occurrence of any Event of Loss with respect to the Airframe Lessee shall notify Lessor within five (5) days of the date thereof. Upon an Event of Loss with respect to any Engine, Rotor Blade, or Rotor Components (a "**Lost Item**"), but not the Airframe, Lessee shall give Lessor prompt written notice thereof and shall within thirty (30) days after the occurrence of such Event of Loss, duly convey to Lessor a security interest consistent with the terms of the Master Agreement in a similar or better engine, or rotor blade, or rotor components (a "**Replacement Item**") of the same make and model number as the Lost Item. Such Replacement Item shall be free and clear of all liens, have a value, utility, and useful life at least equal to, and be in as good an operating condition as, the Lost Item, assuming such Lost Item was of the value and utility and in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Lessee, at its own cost and expense, shall (i) furnish Lessor with such documents to evidence such conveyance as Lessor

shall request, (ii) cause the Replacement Item to be subject to the Lessor's Lien under this Addendum and the Agreement, and (iii) take such other actions as may be required by Lessor to cause the Lessor's Lien therein to be validly created, perfected and have first priority, including as evidenced on the FAA Registry, the International Registry, and any other recording office. Each such Replacement Item shall, after such conveyance be deemed an "**Engine**", "**Rotor Blade**", or "**Rotor Components**", as defined herein, and shall be deemed part of the Aircraft and subject to Lessor's interest. No Event of Loss with respect to any Lost Item shall result in any reduction or delay in the payment of payments due under the Equipment Schedule or relieve Lessee of any obligation hereunder.

(h) Redelivery. At any time when Lessee is required by the terms of the Agreement to deliver the Aircraft to Lessor, Lessee shall, at Lessee's expense, deliver the Aircraft to a location within the continental United States as Lessor shall designate, and otherwise in strict compliance with the conditions set forth in Annex B to this Addendum.

(i) Further Assurances. Lessee agrees that it shall promptly execute and deliver to Lessor and any assignee such further instruments, UCC and FAA filings (including an IDERA) and other documents, make, cause to be made and/or consent to all registrations (including any discharges and subordinations, or as to the prospective or actual sale of, and international interest in, the Engine) with the International Registry, and other documents, and take such further action, as Lessor may from time to time reasonably request in order to further carry out the intent and purpose of the Agreement and to establish, enforce, protect and/or effectuate an assignment of the rights, interests and remedies created, or intended to be created, in favor of Lessor thereby.

(j) Aircraft Registration. Lessee shall remain solely responsible to cause the Aircraft to be effectively and otherwise validly registered in Lessee's name on the Registry, and without limiting the foregoing, or any other provision of this Lease, Lessee shall:

(i) cause the Registration Certificate to be maintained within the Aircraft and cause the then currently assigned U.S. registration number to remain on the Aircraft; including by (A) notifying Lessor immediately of any event or circumstance with respect to which the Registration Requirements require further action by Lessee, Lessor, the Registry or any other governmental authority or other person, (B) immediately upon receipt, placing the original, replacement or renewal Registration Certificate on the Aircraft prior to the expiration or other invalidation of any previously issued Registration Certificate (whether the certificate or any other document constituting the Registration Certificate as defined herein) under the Registration Requirements, and (C) complying with any and all of the other Registration Requirements relating to such Registration Certificate, and to the Registration Certificate replaced thereby (including any of the same relating to the destruction or return thereof, as the case may be);

(ii) with respect to any Defective Registration (and without waiving Lessee's responsibility to avoid such circumstance), at all times upon and after the operation of the Aircraft shall no longer be authorized by the Registration Requirements, Lessee shall (A) neither operate nor permit or suffer the operation of the Aircraft without a currently effective and otherwise valid Registration Certificate (and shall cause the pilots to be made aware of the Defective Registration), and otherwise comply with the FARs and other Applicable Laws relating to such Defective Registration, (B) ground and store the Aircraft, and (C) inform the insurer or insurers, and obtain and maintain adjustments to the insurance coverage required pursuant to this Addendum which may be necessary or desirable to Lessor so as to reflect any changes in the insurable risks relating to any Defective Registration; and

(iii) pay or reimburse Lessor upon its demand for all fees, charges, impositions, penalties, fines or other similar amounts payable or incurred in connection with any of the foregoing (whether related to the compliance or failure to comply with any of the same); and fully and timely cooperate with Lessor so as to enable Lessor to complete and file the registration, renewal and replacement applications, and any other filings, fees or other payments or undertakings as and when required by the Registration Requirements, and to take any and all of the other actions contemplated herein, as and when required by the Registration Requirements or as otherwise requested by Lessor, including with respect to any Assignment or any other disposition contemplated in the Agreement.

With respect to any such Defective Registration, in no event will Lessor be deemed liable to Lessee or any other person as a result of any Defective Registration, whether by reason of Lessor's failure to accurately complete or effectively file any such registration filing or otherwise, and without limiting the foregoing, (i) Lessee shall remain obligated to pay and perform all of its obligations to Lessor and (ii) Lessee agrees that it shall pay, indemnify, defend and hold each Lessor harmless on an after-tax basis from and against any and all claims in any way relating to or arising out of any Defective Registration.

## **5. Supplemental Indemnifications**

(a) Taxes. In addition to those taxes and other charges noted in the Master Lease Agreement, Lessee shall also be responsible for taxes, imposts, assessments, duties and charges (together with any penalties, fines or interest thereon) payable with respect to manufacturing, ordering, shipment, purchase, ownership, delivery, installation, hangaring, leasing, use, operation, or return thereof, any Third Party Agreement, or other disposition of the Aircraft, or services provided in connection therewith; including, for example, any custom duties, landing fees, airport charges, navigation service charges, and route navigation charges.

(b) Expenses. In addition to any other costs and expenses for which Lessee may be responsible under the Agreement, Lessee agrees that it shall pay to Lessor upon demand all fees, costs and expenses incurred by or on behalf of Lessor at any time in connection with the enforcement or other exercise of any of Lessor's rights and remedies under or with respect to this Addendum such as, without limitation, appraisal and inspection fees, the fees and expenses of Aviation Counsel, consultants and brokers, UCC, FAA, International Registry, and other applicable title and Lien searches, and costs and expenses relating to recovery, repossession, hangaring, storage, insurance, transportation, repair, refurbishment, advertising, sale and other dispositions of the Aircraft.

## **6. Supplemental Restrictions.**

(a) No Dispositions. In supplement to the Master Lease Agreement Lessee shall not install the Engine, Rotor Blade, Rotor Components, or Part, or permit the same to be installed, on any aircraft other than the Aircraft.

## **7. Supplemental Defaults and Remedies.**

(a) Events of Default. In addition to Events of Default listed in [Section 12.01] of the Master Lease Agreement, the occurrence of any of the following shall constitute an immediate Event of Default: (i) the Aircraft is operated in a manner, at a time or in or over or located at a place with respect to which Required Coverage shall not be in effect; or (ii) Lessee shall breach

any representation, warranty or agreement in this Addendum requiring compliance with Applicable Law.

(b) **Additional Remedies.** If an Event of Default occurs, in addition to all other rights and remedies granted to it in the Agreement, Lessor may exercise any one or more of the following remedies with respect to the Aircraft (including, the Airframe and any or all of the Engine, Rotor Blade and Rotor Components, Parts, Records or other property constituting the Aircraft, whether or not then attached to or on board the Airframe):

(i) (A) terminate the right of any third party to use, possess or control the Aircraft, including under any Third Party Agreement, without regard as to the existence of any event of default thereunder, (B) recover from, and/or cause Lessee and any such third party, to relinquish possession and return the Aircraft and/or (C) exercise any and all other remedies in Lessee's stead, to the extent provided for under, or otherwise available to Lessee in connection with the related Third Party Agreement;

(ii) (A) demand from any court speedy relief pending final determination available at law (including, possession, control, custody or immobilization of the Aircraft, or preservation of the Aircraft and its respective value), and/or (B) procure the deregistration and/or export and physical transfer of the Aircraft from the territory in which it is then situated;

(iii) Lessor may exercise all rights and remedies as a creditor, chargee or security assignee under the Cape Town Convention (including any and all remedies thereunder requiring agreement by Lessee) and Lessee hereby acknowledges that none of the provisions of this Section 7 or the Agreement, including any remedies set forth or referenced herein or therein, is "manifestly unreasonable" for the purposes of the Cape Town Convention.

**8. Definitions.** (a) Any terms defined elsewhere in this Addendum, together with the following defined terms, shall pertain to this Addendum (and as incorporated therein, the Agreement):

**Aircraft** shall mean (i) the Airframe, (ii) the Engines, (iii) the Rotor Blade, and Rotor Components and (iv) the Records, and all accessories, additions, accessions, alterations, modifications, Parts, repairs and attachments now or hereafter affixed thereto or used in connection therewith, and all Permitted Replacements and all other replacements, substitutions and exchanges (including trade-ins) for any of the foregoing.

**Airframe** shall mean (i) the Aircraft described in Annex A hereto, but solely for the purposes of this definition, shall not include the Engine, Rotor Blade, and Rotor Components, and (ii) any and all related Parts.

**Applicable Law** shall mean (in addition to any of the same contemplated in the Agreement) all applicable laws, statutes, treaties, conventions, judgments, decrees, injunctions, writs and orders of any court, governmental agency or authority and rules, regulations, orders, directives, licenses and permits of any governmental body, instrumentality, agency or authority as amended and revised, and any judicial or administrative interpretation of any of the same, including (a) any of the same whether domestic, foreign, national, local or international, relating to, among other things, (i) Lessor, Lessee, or any other pertinent person or entity, (ii) the Aircraft (including the Engine, Rotor Blade, Rotor Components or Part), including as to its use, operation, piloting, outfitting, service, maintenance or repair, or any transportation or other services provided in connection therewith, or (iv) without limiting any of the foregoing, relating to

(a) taxes or other impositions, noise, the environment (including any substances in, on or emitted from any of the same), national security, public safety, insurance, exports or imports or contraband, and/or (b) without limiting the foregoing, the Cape Town Convention, the UCC, the Transportation Code, all FARs, the airworthiness certificate issued with respect to the Aircraft, all applicable airworthiness directives issued by the FAA or similar regulatory agency having jurisdictional authority.

**Applicable Standards** shall mean (i) Applicable Law, (ii) the requirements of the insurance policies required hereunder, (iii) any mandatory accreditation requirements pertinent to the operation of the Aircraft, and (iv), with respect to the Aircraft (including, by way of example, the Airframe or the Engine, Rotor Blade, Rotor Components, Component or Part), all compliance requirements set forth in or under (A) all maintenance manuals initially furnished with respect thereto, including any subsequent amendments or supplements to such manuals issued by the manufacturer or supplier thereof from time to time, (B) all mandatory service bulletins issued, supplied, or available by or through the applicable manufacturer with respect thereto, (C) all conditions to the enforcement of any warranties pertaining thereto, (D) Lessee's FAA approved maintenance program with respect thereto, if any.

**Aviation Counsel** shall mean Daugherty Fowler Peregrin Haught & Jenson of Oklahoma City, OK or such counsel as Lessor may designate from time to time.

**Defective Registration** means any failure to cause the Aircraft to be effectively registered with the Registry in the name of Lessee in accordance with the applicable Registration Requirements, for any reason whatsoever, including should such registration be revoked, canceled or expired or otherwise deemed to have ended or been invalidated pursuant to the Registration Requirements.

**Engine** shall mean (i) the engine described in Annex A hereto, whether or not hereafter installed on the Aircraft or any other aircraft from time to time; (ii) any engine that may from time to time be substituted for the Engine constituting a Replacement Item; and (iii) any and all related Parts.

**Engine Maintenance Program** shall mean the Engine manufacturer's Engine maintenance program to the extent covered by any applicable warranty, and thereafter, either the Engine manufacturer's service program or an agreement, in form and substance reasonably satisfactory to Lessor entered into from time to time between Lessee and such vendor as Lessee may designate and as may be reasonably satisfactory to Lessor, which provides for the maintenance and/or overhaul of the Engine consistent with the Engine manufacturer's service program.

**Event of Loss** shall mean (in addition to any of the same contemplated in the Agreement) any of the following events with respect to the Aircraft (or, by way of example, the Airframe, the Engine, Rotor Blade, or Rotor Components): (a) loss of such property or the use thereof due to theft, disappearance, destruction, damage beyond repair or resulting in an insurance settlement on the basis of a total or constructive total loss; (b) any taking of title to or use or possession of, such property by the act of any governmental authority (foreign or domestic); (c) as a result of any Applicable Law or other action by any governmental authority (foreign or domestic), including the FAA, the use of such property shall have been prohibited, or such property shall have been declared unfit for use, for a period of six (6) consecutive months; (d) with respect to the Engine, Rotor Blade or Rotor Components, the removal thereof from the Airframe for a period of six (6) months or longer; or (e) such property shall be returned to the

manufacturer other than for repair, replacement or maintenance. An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe. An Event of Loss with respect to the Engine, Rotor Blade, or Rotor Components shall not, without loss of the Airframe, be deemed an Event of Loss with respect to the Aircraft.

**FAA** shall mean the United States Federal Aviation Administration and/or the Administrator of the Federal Aviation Administration and the Department of Transportation, or any person or entity, governmental department, bureau, authority, commission or agency succeeding the functions of any of the foregoing, including, where applicable, the TSA.

**FARs** shall mean the Federal Aviation Regulations and any Special Federal Aviation Regulations (Title 14 C.F.R. Part 1 et seq.), together with all successor regulations thereto.

**Liens** shall mean (in addition to any of the same contemplated in the Agreement) all liens, charges, security interests, leaseholds, and encumbrances of every nature and description whatever, including any rights of third parties under Third Party Agreements.

**Maintenance Program** shall mean the manufacturer's Airframe maintenance program to the extent covered by any applicable warranty, and thereafter, either the manufacturer's service program or an agreement, in form and substance reasonably satisfactory to Lessor entered into from time to time between Lessee and such vendor as Lessee may designate and as may be reasonably satisfactory to Lessor, which provides for the maintenance and/or overhaul of the Airframe consistent with the manufacturer's service program.

**Parts** shall mean all appliances, avionics, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature (other than the complete Engine, Rotor Blade, or Rotor Components) that may from time to time be incorporated or installed in or attached to the Airframe, the Engine Rotor Blade, or Rotor Components, and any and all such appliances, avionics, parts, rotor components, instruments, appurtenances, accessories, furnishings and other equipment removed therefrom so long as the same have not been released from the Lessor's lien pursuant to the applicable terms of the Agreement, and all Replacement Items or any of the same.

**Primary Hangar Location** shall mean the location identified as such on Annex A hereto.

**Proceeds** shall mean (in addition to any of the same contemplated in the Agreement) all of Lessee's rights in and to any of the foregoing, and any and all rents, payments, charter hire and other amounts of any kind whatsoever due or payable under or in connection with the Aircraft, including, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Lessee from time to time, (b) any and all payments (in any form whatsoever) made or due and payable to Lessee from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture by any governmental body, authority, bureau or agency or any other person or entity (whether or not acting under color of governmental authority), and (c) any and all other rents or profits or other amounts from time to time paid or payable.

**Records** shall mean any and all logs, manuals, certificates and data and inspection, modification, maintenance, engineering, technical, and overhaul records (whether in

written or electronic form) with respect to the Aircraft (including, by way of example, the Airframe, the Engine, Rotor Blade, Rotor Components, or Part), including any and all of the same (a) required to be maintained by the FAA or any other governmental agency or authority having jurisdiction, or by any manufacturer or supplier with respect to the enforcement of warranties or otherwise, (b) evidencing Lessee's compliance with Applicable Standards, and (c) with respect to any maintenance service program.

**Registerable Interests** shall mean all existing and prospective international interests and other interests, rights and/or notices, sales and prospective sales, assignments, subordinations and discharges, in each case, susceptible to being registered at the International Registry pursuant to the Cape Town Convention.

**Registration Certificate** means a currently effective Certificate of Aircraft Registration, AC Form 8050-3, or any other certificate issued to Lessor evidencing the currently effective registration of the Aircraft in its name, in connection with the operation of the Aircraft in the United States pursuant to the Registration Requirements, or any other document as may then be required to be maintained within the Aircraft by such Registration Requirements, either together with or in lieu of such certificate.

**Registration Requirements** means the requirements for registering aircraft with the Registry under 49 U.S.C. 44101-44104, and 14 C.F.R. § 47 as then in effect, any successor laws, rules or regulations pertaining to applicants for and holders of a Registration Certificate, the U.S. registration number for the Aircraft, and any such other FARs and other Applicable Laws, in each case as and to the extent pertaining to the registration of Lessor's ownership of the Aircraft with the Registry, including any renewal of such registration, or replacement of any such Registration Certificate.

**Registry** means the FAA Civil Aviation Registry, Aircraft Registration Branch, or any successor registry having an essentially similar purpose pertinent to the ownership registration of the Aircraft pursuant to the Registration Requirements.

**Rotor Blade** shall mean (i) each of the rotor blades described and listed by manufacturer's serial numbers in Annex A hereto, whether or not hereafter installed on the Aircraft or any other aircraft from time to time; (ii) any rotor blade that may from time to time be substituted for the Rotor Blade constituting a Replacement item; and (iii) any and all related Parts.

**Rotor Component** shall mean (i) each of the rotor gear boxes, tail rotor gear boxes, combined gearboxes, transmissions, servos, main and tail rotor head components and other rotor components described and listed by manufacturer's serial numbers in Annex A hereto, whether or not hereafter installed on the Aircraft or any other aircraft from time to time; (ii) any rotor blade that may from time to time be substituted for the Rotor Component constituting a Replacement item; and (iii) any and all related Parts.

**Third Party Agreements** shall mean (other than the Financing Documents) any and all leases, subleases, interchange agreements, charter agreements, pooling agreements, timeshare agreements and any other similar agreements or arrangements of any kind whatsoever relating to the Aircraft (or by way of example, the Airframe or Engine).

**Transaction Documents** shall mean, collectively, the **Purchase Documents**, the Loan Documents, any and all Permitted Third Party Agreements, and any other document,



agreement or instrument entered into for the purposes of effectuating the transactions contemplated in the Loan Documents, or relating thereto.

**Transportation Code** shall mean Subtitle VII of Title 49 of the United States Code, as amended and recodified.

**TSA** shall mean the Transportation Security Administration and/or the Administrator of the TSA, or any person or entity, governmental department, bureau, authority, commission or agency succeeding the functions of any of the foregoing.

(b) **CTC Terms.** Certain of the terms used in this Addendum ("**CTC Terms**") have the meaning set forth in and/or intended by the "**Cape Town Convention**", which term means, collectively, (i) the official English language text of the Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa, as the same may be amended or modified from time to time (the "**Convention**"), (ii) the official English language text of the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa, as the same may be amended or modified from time to time (the "**Protocol**"), and (iii) the related procedures and regulations for the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry (the "**International Registry**"), issued by the applicable supervisory authority pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time. By way of example, but not limitation, these CTC Terms include, "administrator", "associated rights", "contract of sale", "sale", "prospective sale", "proceeds", "international interests", "prospective international interest", "security assignment", "transfer", "working days", "consent", "final consent", "priority search certificate", "professional user entity", "transacting user entity" and "contract"; except "proceeds" shall also have the meaning set forth below.

**9. Truth in Leasing.** TO THE BEST OF THEIR KNOWLEDGE, LESSEE HEREBY CERTIFIES AS FOLLOWS:

(A) DURING THE TWELVE MONTHS (OR PORTION THEREOF DURING WHICH THE AIRCRAFT HAS BEEN SUBJECT TO UNITED STATES REGISTRATION) PRECEDING THE EXECUTION OF THE AGREEMENT THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OR PART 135 (AS APPLICABLE) OF THE FEDERAL AVIATION REGULATIONS. THE AIRCRAFT IS IN COMPLIANCE WITH APPLICABLE MAINTENANCE AND INSPECTION REQUIREMENTS UNDER THE FEDERAL AVIATION REGULATIONS FOR THE OPERATION OF THE AIRCRAFT TO BE CONDUCTED UNDER THE ADDENDUM.

(B) THE NAME AND ADDRESS OF THE PERSON RESPONSIBLE FOR OPERATION CONTROL OF THE AIRCRAFT UNDER THE AGREEMENT IS:

NAME:  
ADDRESS:

BY SIGNATURE BELOW, LESSEE CERTIFIES THAT IT UNDERSTANDS ITS RESPONSIBILITIES FOR COMPLIANCE WITH ALL OF THE APPLICABLE FEDERAL AVIATION REGULATIONS.

AN EXPLANATION OF FACTORS BEARING ON OPERATIONAL CONTROL AND PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE, OR AIR CARRIER DISTRICT OFFICE.

**[Signatures on Next Page]**

CONFIDENTIAL

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this  
**ADDENDUM RELATING TO AIRCRAFT** as of the date and year first above written.

[NAME]  
as Lessee

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Banc of America Public Capital Corp,  
as Lessor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ANNEX A

### AIRCRAFT DESCRIPTION and PRIMARY HANGAR LOCATION

This Annex A is attached to and a part of the **ADDENDUM RELATING TO AIRCRAFT** (the "**Addendum**") dated as of [DATE] among **Banc of America Public Capital Corp** ("**Lessor**") and [NAME] ("**Lessee**") for the purposes contemplated therein.

1. **AIRCRAFT DESCRIPTION:** The Aircraft is consists of the following components:

(a) bearing United States Federal Aviation Administration Registration Number N\_\_\_\_\_ (to be changed to N\_\_\_\_\_) and manufacturer's serial number \_\_\_\_\_consisting of the following:

(b) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_engines bearing manufacturer's serial numbers \_\_\_\_\_ rotor blades bearing manufacturer's serial numbers \_\_\_\_\_, rotor blade assembly consisting of: (i) a main transmission (s/n \_\_\_\_\_); (ii) main rotor head (s/n \_\_\_\_\_); (iii) tail rotor assembly (s/n \_\_\_\_\_); (iv) tail rotor transmission (s/n \_\_\_\_\_); and (v) tail rotor head (s/n \_\_\_\_\_).

(c) Standard avionics and equipment, all other accessories, additions, modifications and attachments to, and all replacements and substitutions for, any of the foregoing, all as more particularly described below (and if purchased pursuant to the related purchase documents, are on board the Aircraft and are in proper working condition):

**together with all additions, accessions, modifications, improvements, replacements, substitutions, and accessories thereto and therefore, all avionics, onboard equipment, loose equipment, manuals, documentation and technical publications, now owned or hereafter acquired, and all records and logbooks (in written form or as computer data, discs or tapes, whether now existing or hereafter acquired or created, and whether in the possession of Lessee or held on behalf of Lessee by others). None of the same were furnished by Lessee, unless expressly disclosed to Lessor.**

2. **PRIMARY HANGER LOCATION:** The Primary Hangar Location of the Aircraft is and shall be as follows:

## ANNEX B

### Banc of America Public Capital Corp Aircraft Addendum Ancillary Provisions

**Return.** In addition to any return conditions contained in the Master Lease Agreement, Lessee agrees that it shall further meet the following conditions with respect to the Aircraft:

1. **General:** Upon an Event of Default and Lessor's demand that Lessee return the Aircraft in accordance with the Agreement, Lessee shall deliver possession and return the Aircraft to Lessor with (i) the Records and other documentation listed on Exhibit A hereto and (ii) all inspections, modifications and overhaul records applicable to the Aircraft. Until the Aircraft is returned to Lessor, all of the provisions of the Agreement shall remain in full force and effect. Lessee shall pay all the cost and expenses in connection with or incidental to the return of the Aircraft, including, without limitation, the cost of preparing, insuring and transporting the Aircraft.

#### 2. Return Conditions and TBO:

a. Return Condition. The Aircraft shall be clean by prudent operating standards followed by other similarly situated operators, all decals, numbers and other Lessee identification shall be removed from the Aircraft by Lessee in a good and workmanlike manner without damage to the Aircraft at Lessee's expense, and the Aircraft shall meet the conditions set forth in Section 4 herein. Lessee shall, upon request, assign to Lessor its rights under any manufacturer's maintenance service contract or extended warranty for the Aircraft (including, by way of example, the Airframe, the Engine, Rotor Blade, Rotor Components or Part thereof).

b. Time Between Overhauls ("TBO"). Upon return, the Aircraft (including, by way of example, the Airframe, the Engine, Rotor Blade, Rotor Components, or other Part thereof), shall have one half (50%) or more of the available operating hours before overhaul, as applicable, and/or one half or more of the stated calendar time and cycles remaining before overhaul as stated in the applicable FARs. In the event that the Aircraft does not meet the above conditions with respect to the Airframe, the Engine, Rotor Blade, Rotor Components, or other Part thereof, then Lessee shall pay the dollar amount per hour for each hour by which the time relating to such non-complying item shall exceed one half (50%) of allowable time between overhaul. This dollar amount will be an amount equal to the pro rata share of overhaul or replacement by which the use exceeds one half (50%) of the TBO for that item and based on the then anticipated cost of overhaul or replacement as determined by an estimate from an FAA authorized repair facility which is mutually acceptable to both Lessor and Lessee.

c. Servicing and Repair: If, upon return, the Aircraft requires repair work which could not reasonably be deemed to have resulted from ordinary wear and tear, or if the Aircraft shall not have been serviced in accordance with manufacturer's specifications, then Lessee shall reimburse Lessor for the cost of such repairs and servicing. The determination and cost of such repair and servicing shall be made by a mutually acceptable FAA certified mechanic and/or repair facility. In the event of a difference of opinion between Lessor and Lessee, the manufacturer's judgment shall be binding.

d. Inspection Costs: Lessor shall arrange for the inspection of the Aircraft when returned to determine if the Aircraft has been maintained and returned in accordance with the provisions of the Agreement (including as modified by the Addendum and this Annex). Lessee shall be responsible for the cost of such inspection and shall pay Lessor such amount within ten (10) days of demand. Lessee shall also pay Lessor a pro rata cost of the next regularly

scheduled Aircraft inspection which shall be determined by dividing the number of hours since the last inspection by the total hours between inspections times the cost of the inspection.

**3. Return Location:** Lessee at its expense will return the Aircraft to Lessor to such airport within the continental United States as Lessor shall reasonably designate in writing.

**4. General Condition of Aircraft at Return:**

- a. The Aircraft will possess a valid current FAA -Certificate of Airworthiness.
- b. The Aircraft (including, by way of example, the Records) will have been maintained and repaired in accordance with [Lessee's Maintenance Program], all Applicable Laws and any other requirements of the Agreement.
- c. The Aircraft will be airworthy and ready for flight.
- d. The Aircraft will be in the same working order and condition as at delivery (reasonable wear and tear from normal flight operations excepted), with all pilot discrepancies and deferred maintenance items cleared on a terminating action basis. All equipment, components and systems will be operating in accordance with their intended use and within limits approved by each manufacturer and all Applicable Laws.
- e. The Aircraft will be returned with the Engine, Rotor Blade, Rotor Components, and Parts installed and with the same equipment as at delivery, subject only to those replacements, additions and modifications permitted hereunder.
- f. All airworthiness directives and other instructions of the FAA requiring compliance prior to return of the Aircraft to Lessor will have been performed on the Aircraft on a terminating action basis. Any airworthiness directives of the FAA which must be completed within one hundred eighty (180) days after the return date must also be performed on a terminating action basis by Lessee at Lessee's cost unless, after using best efforts, Lessee is unable to acquire the material, parts or components necessary to accomplish such airworthiness directive or such compliance is waived by Lessor in writing.
- g. If any waivers, dispensations or extensions are granted by the FAA with respect to any airworthiness directives or operating or maintenance requirements or the maintenance program permits the carryover or deferral of such items, Lessee at its sole cost and expense will nonetheless perform such airworthiness directives and other operating or maintenance requirements prior to the Aircraft's return, on a terminating action basis as if such waivers, dispensations or extensions did not exist.
- h. The Aircraft will be free from any liens except those created by or through Lessor and no circumstances will have so arisen whereby the Aircraft is or could become subject to any lien or right of detention or sale in favor of any airport or any other authority whatsoever.
- i. All vendors and manufacturer's service bulletin kits received by Lessee for the Aircraft but not installed thereon will be on board the Aircraft as cargo.
- j. The fuel tank and oil tank will be at least 50% full.

**5. Indemnities and Insurance:** The indemnities and insurance requirements set forth in the Agreement (including as modified by this Addendum) will apply during return of the Aircraft, including the ground inspection.

**6. Airport and Navigation Charges:** Lessee will ensure that at return of the Aircraft any and all airport, navigation and other charges which will give rise or may if unpaid give rise to any lien, right of detention, right of sale or other lien in relation to the Aircraft, whether incurred in respect of the Aircraft or any other Aircraft or aircraft operated by Lessee, have been paid and discharged in full (whether or not due) and will at Lessor's request produce evidence thereof satisfactory to Lessor.

CONFIDENTIAL

## **EXHIBIT A TO ANNEX B**

### **Aircraft Documentation and Other Records**

The following Records are to be returned with the Aircraft in a current up-to-date and correct status:

#### **MANUALS:**

#### **AIRCRAFT RECORDS AND HISTORICAL DOCUMENTS**

1. Aircraft log book (current and file copies).
2. Aircraft readiness log.
3. Maintenance Time Control Report (components, maintenance visit, special item next due Airframe hours and cycles).
4. Aircraft previous maintenance visit record including the last inspection performed.
5. Airworthiness Directive Compliance Summary.
6. Rigging Document.
7. Serviceable Tags for all ratable components installed (Airframe and Engines).
8. Airworthiness Directives requiring continuous surveillance.
9. Service Bulletins terminated accomplishment status.
10. Service Bulletins requiring continuous surveillance summary and maintenance control action.
11. Airframe, Component and Engine history records.
12. FAA Form 337 for Airframe, repair/overhaul certification of last major visit.
13. FAA Form 337 for Engine, repair/overhaul certification of last shop visit.
14. Engine readiness Log for the Engine.
15. Engine readiness Log for the Engine (components installed).
16. Summary of Service Bulletin's accomplished for the Engine.
17. Summary of Airworthiness Directives accomplished for the Engine.
18. Service Bulletins and Airworthiness directives status requiring continuous surveillance with maintenance, control action for the Engine.



19. Engine Time summary sheet including life limited items for the Engine.
20. Engine Log Books for the Engine (current and file copies).

CONFIDENTIAL

**ANNEX C**  
**FORM OF SECURITY AGREEMENT**

CONFIDENTIAL

## Aircraft Security Agreement

SECURED PARTY:	BANC OF AMERICA PUBLIC CAPITAL CORP (the " <b>Secured Party</b> ") 11333 McCormick Road Mail Code: MD5-031-06-05 Hunt Valley, MD 21031 Telephone: 443-541-2613
DEBTOR:	(referred to herein as the " <b>Debtor</b> ") Address:
DATED:	

Debtor grants to Secured Party, for the benefit of Secured Party and its successors and assigns, a security interest and International Interest constituting a first lien, in all of Borrower's respective right, title and interest in and to the property described on the attached Exhibit A, now or hereafter arising or acquired, wherever located, together with any and all additions, accessions, parts, accessories, modifications, substitutions and replacements thereof, now or hereafter installed in, affixed to or used in connection with said property (the "**Property**"), in all proceeds thereof, cash and non-cash (collectively the "**Collateral**").

The security interest created in favor of the Secured Party in the above-described Collateral secures the payment and performance obligations of Debtor under the Schedule of Property No. 1, between Secured Party, as lessor, and Debtor, as lessee, dated as of \_\_\_\_\_ (the "**Equipment Schedule**"), entered into pursuant to that certain Master Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_, between Lessor and Lessee, (the "Master Lease Agreement" and, together with the Equipment Schedule, and including all related attachments, supplements and amendments"), said Equipment Schedule being amended by the Addendum Relating to Aircraft, \_\_\_\_\_ (the "Aircraft Addendum") (collectively, the Master Lease Agreement and, together with the Equipment Schedule and Aircraft Addendum, and including all related attachments, supplements and amendments, being referred to herein as, the "**Agreement**"). The total principal component of the payment obligation under the Agreement is the Payment Obligation set forth on Exhibit A. The final payment date under the Agreement for the payment obligation is \_\_\_\_\_.

Debtor hereby declares and warrants to Secured Party that they are the absolute owner of the legal and beneficial title to the Property and in possession thereof, and the same is clear of all liens, encumbrances and adverse claims whatsoever, except for the security interest granted herein in favor of Secured Party.

This Security Agreement is subject to the provisions set forth in the Agreement, including but not limited to remedies upon default and provisions with respect to abatement.

It is the intention of the parties to deliver this instrument in the State of California.

[Execution page follows.]

**IN WITNESS WHEREOF**, Debtor has caused this Security Agreement to be executed in its name by its duly authorized representatives as of the date first above written.

(Seal)

By:
Name:
Title:

Attest:
By:
Name:
Title

## EXHIBIT A

### Property Description

The Property is as follows:

Airframe Make/Model:

Year:

Airframe Serial No.:

U.S. Identification No.:

Engine (one):

Main Rotor Assembly:

Main Rotor Gear Box:

Main Rotor Blades:

Part Number:

Three total.

Manufacturer:

Serial No.: \_\_\_\_\_

1. Serial No.: \_\_\_\_\_

2. Serial No.: \_\_\_\_\_

3. Serial No.: \_\_\_\_\_

Tail Rotor Assembly:

Tail Rotor Gear Box:

Tail Rotor Blade:

Part Number:

One total:

Manufacturer:

Serial No.: \_\_\_\_\_

1. Serial No.: \_\_\_\_\_

Together with all engines, rotors, propellers, avionics, communication equipment, navigation equipment, instruments, accessories, attachments, parts, appurtenances, accessions, furnishings and other equipment attached to, installed in or relating to any of the foregoing property and all maintenance and service logs and records relating to the foregoing property.

The Airframe is of a type certified by the FAA to transport at least five (5) persons including crew; or goods in excess of 450 kilograms. The Engine has at least 550 rated takeoff shaft horsepower or the equivalent of such horsepower.

PROPERTY LOCATION:

Payment Obligation: \$

**ORANGE COUNTY FIRE AUTHORITY**  
**Top Ranked, Responsive Bank Bids**  
**2022 Equipment Lease/Purchase Agreement**

	<b>Bank of America (Ranked #1)</b>	<b>US Bank (Ranked #2)</b>
<b>Purchaser Contacts</b>	Jill Forsyth Lisa Coggi	Tasha Barreau
<b>Confirmed rate locked through 11/7/2022</b>	Yes	Yes
<b>Proposed Fixed Rate (7-Year)</b>	<b>3.1379%</b>	<b>3.3800%</b>
<b>Proposed Fixed Rate (10-Year)</b>	<b>3.1379%</b>	<b>3.4750%</b>
<b>Proposed Fixed Rate (15-Year)</b>	<b>3.1379%</b>	<b>3.6300%</b>
<b>Optional Redemption Provisions and Redemption Price</b>	Prepayment in full allowed after the first half of term at par	Permitted after 13 months at 103% of remaining principal
<b>Annual Debt Service (7-Year)</b>	\$9,407,634.13(arrears)	\$9,497,176.50 (arrears)
<b>Annual Debt Service (10-Year)</b>	\$6,883,763.53(arrears)	\$7,006,149.04 (arrears)
<b>Annual Debt Service (15-Year)</b>	\$4,933,176.78(arrears)	\$5,113,680.48 (arrears)
<b>Purchaser's not-to-exceed legal costs (if any)</b>	No fee listed	\$15,000 (Lender Bond Counsel) \$5,000 (Lender FAA Counsel)
<b>References</b>	City of San Diego Have the current master lease for the City and fund assets City-wide, including a helicopter  City of Riverside (2022) Financed two (2) helicopters and have a Master Lease in place	New England Like Flight (2013, 2017, 2019 and 2022) Total \$49M Financed Helicopters  Critical Care Services Inc (2015 and 2021) \$2.9M Financed Helicopters

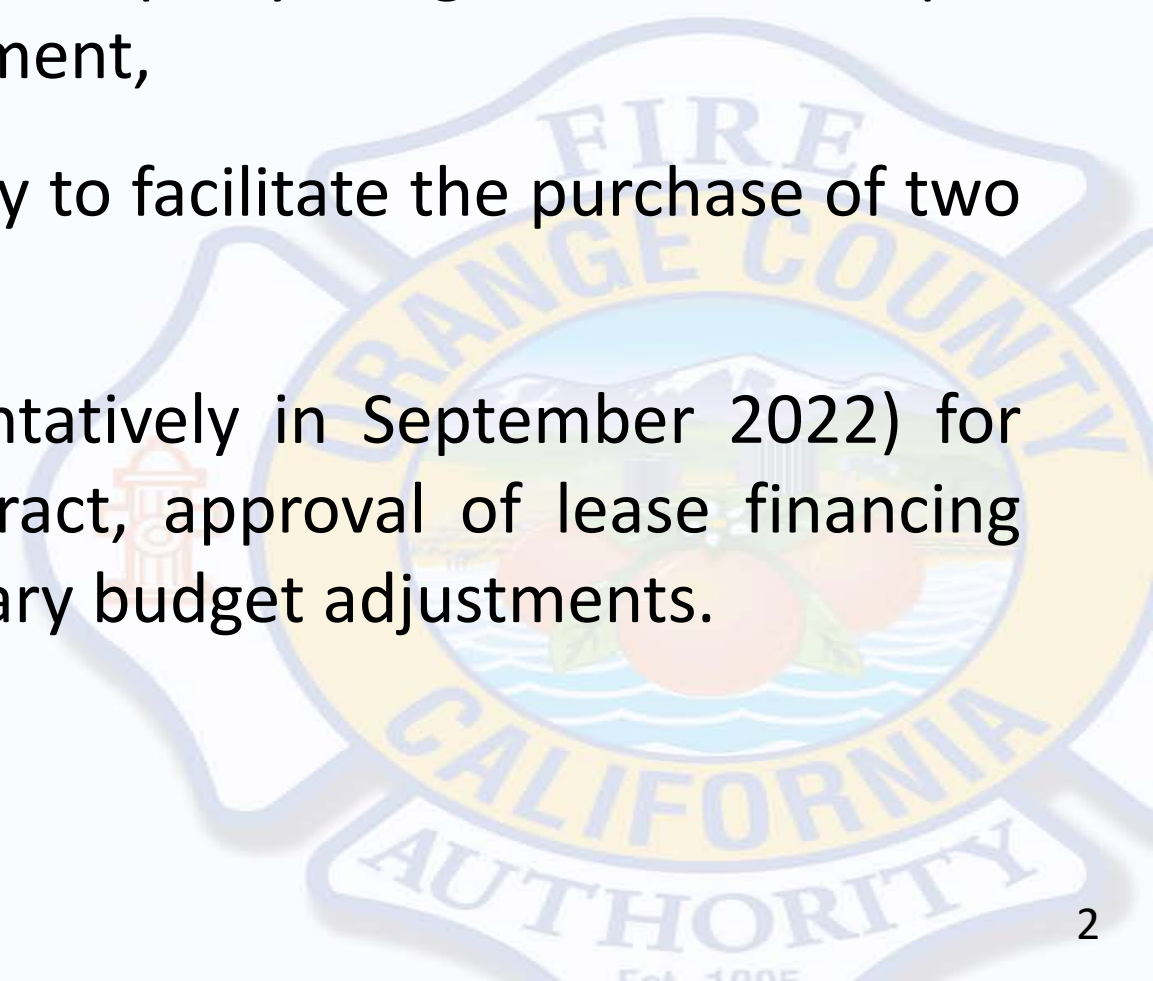
# **Proposed Purchase of Two Firehawk Helicopters**

Board of Directors Meeting  
Agenda Item 3A  
September 22, 2022



# July 2022 Board Direction

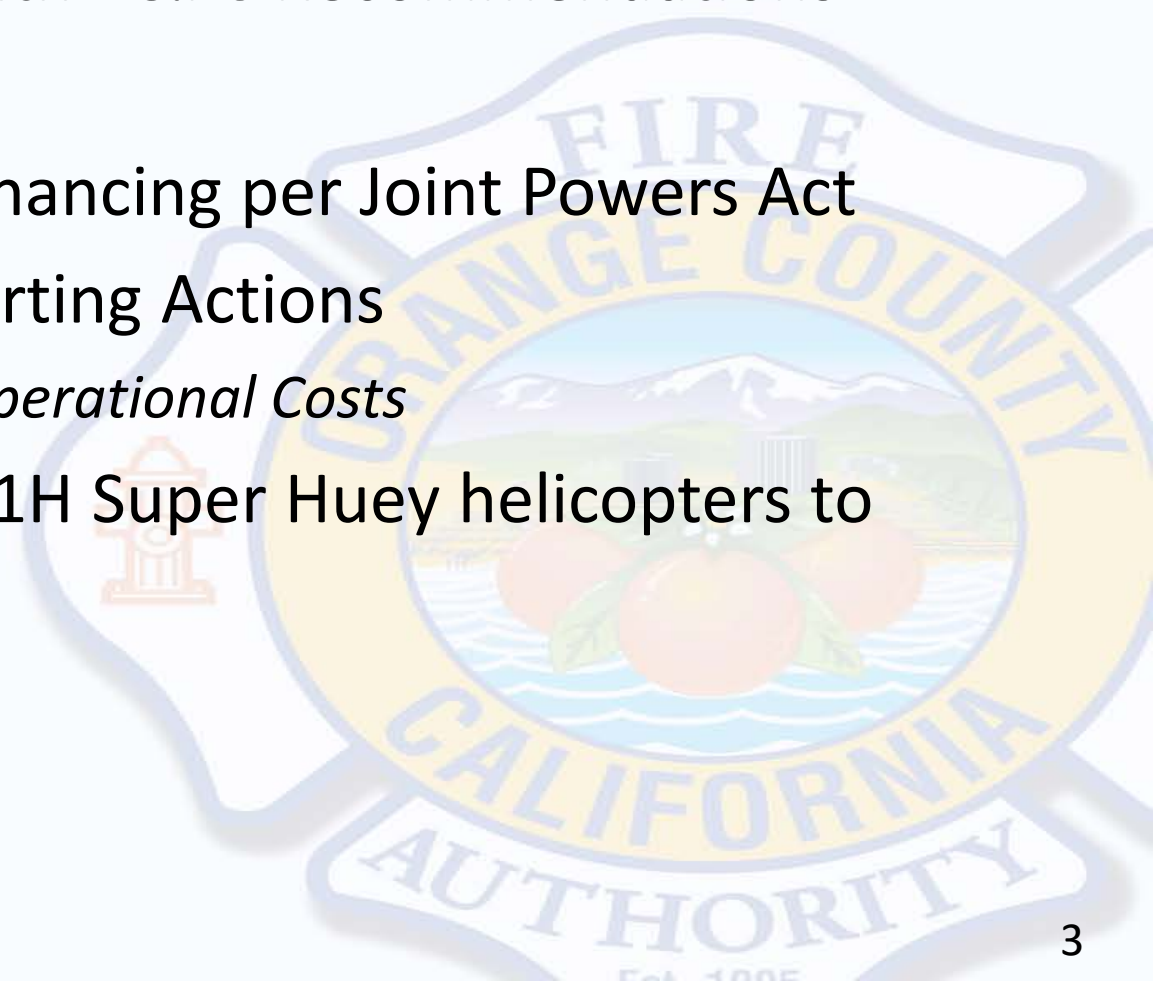
- Return the two loaned Federal Excess Property Program UH-1H Super Huey helicopters to the federal government,
- Initiate administrative actions necessary to facilitate the purchase of two Sikorsky S70 Type 1 helicopters, and
- Return to the Board of Directors (tentatively in September 2022) for approval to award a purchasing contract, approval of lease financing terms, and authorization of the necessary budget adjustments.





# Staff Report Covers the Following:

- Contract Award for Replacement Aircraft & Training
- Lease-Purchase Financing Options with B&FC Recommendations
- Approval of OCFA Local Debt Policy
- Public Hearing for the Approval of Financing per Joint Powers Act
- Budget Adjustments & Future Supporting Actions
  - *One-time and Projected On-going Operational Costs*
- Update on the Return of loaned UH-1H Super Huey helicopters to the federal government
- Follow-up Regarding Trauma Centers



# Contract Award for Replacement Aircraft & Training

**United Rotorcraft (UR)** – The only company authorized to build new Sikorsky S-70 Blackhawk helicopters to the standard fire/rescue/EMS Firehawk configuration.

- Price per helicopter is discounted since OCFA is purchasing two simultaneously (\$504,000 per helicopter or \$1M total)
- Final pre-tax pricing of the helicopters is lower than the estimate shared with the Board in July
- Total price, including sales tax, is as follows:

**Pricing for the Aircraft:**

Firehawk (\$25,926,673 per aircraft):	\$51,853,346.00
Sales Tax:	\$4,018,634.32
<b>Total Aircraft, Equipment &amp; Taxes</b>	<b>\$55,871,980.32</b>

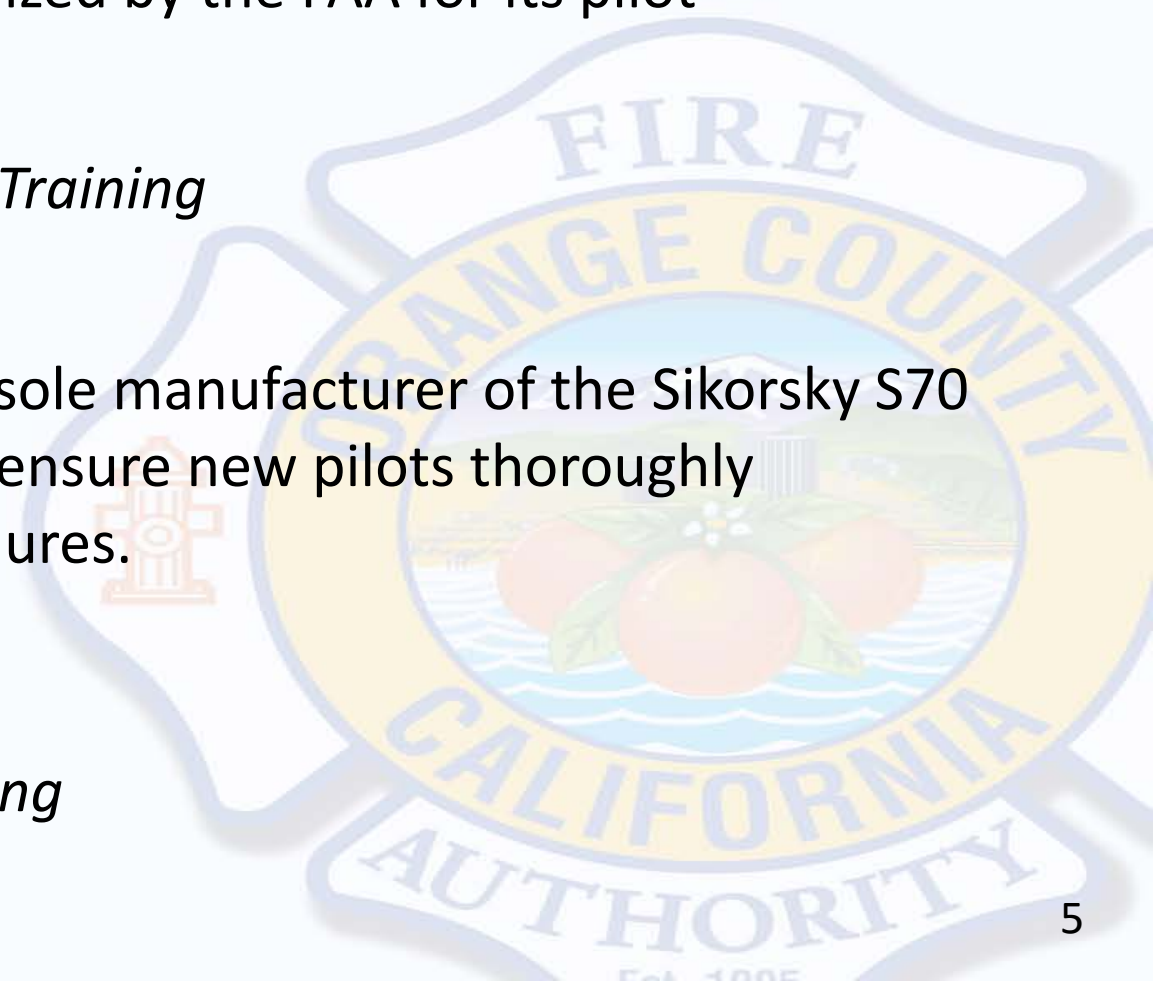
# Contract Award for Replacement Aircraft & Training

**FlightSafety International** – The only training company that provides full motion simulators for flight safety training and is recognized by the FAA for its pilot certification purposes.

- *Pilot Emergency Procedures Simulator Training*

**Sikorsky** - A Lockheed Martin company and the sole manufacturer of the Sikorsky S70 Blackhawk which provides training programs to ensure new pilots thoroughly understand Sikorsky aircraft systems and procedures.

- *In-flight Training for Pilots*
- *Maintenance Initial and Avionics Training*



# Lease-Purchase Financing Options with Staff Recommendations

- **Fieldman, Rolapp & Associates Inc.** was selected as the highest ranked Municipal Financial Advisory services firm.
- **Richards, Watson & Gershon** was selected as the highest ranked Special Counsel Services firm.
- Staff published an RFP on August 31st seeking proposals from qualified lessors/banks for a lease/purchase agreement for two Firehawks. Among other terms, the RFP sought:
  - 7-year, 10-year, and 15-year financing
  - Rate Lock through November 7, 2022
  - Not to exceed \$58M (aircraft purchase price, taxes, cost of issuance, and project implementation/training costs)
  - Annual interest & principal payments to commence January 2024.



# Lease-Purchase Financing Options with B&FC Recommendations

- A total of 7 proposals were received by the September 8<sup>th</sup> deadline.
- Following the evaluation of the proposals, Banc of America was ranked the highest firm with the proposal most advantageous to the OCFA.

Financing Term	Interest Rate	Est'd Annual Installment Payment	Est'd Total Interest Cost of Borrowing
7-Years	3.1379%	\$9.40M	\$7.85M
10-Years	3.1379%	\$6.88M	\$10.84M
15-Years	3.1379%	\$4.93M	\$15.99M



- At the September 14<sup>th</sup> meeting of the Budget & Finance Committee, the Committee approved staff's recommendation for a 15-year financing term which provides the greatest cashflow flexibility.

# Approval of OCFA Local Debt Policy

- OCFA's Short-Term Debt Policy was approved by the Board in 2007 to enhance the Board's ability to manage the Authority's cashflow needs. Primarily for Tax & Revenue Anticipation Notes.
- Pursuant to Government Code Section 8855, a Report of Proposed Debt Issuance must be filed with the California Debt and Investment Advisory Commission (CDIAC) in connection with the financing of the helicopters. The Report contains a certification by the filing agency that it has adopted a "Local Debt Policy" in compliance with Section 8855.
- OCFA's existing Short-Term Debt Policy does not meet all of the requirements established under Section 8855. Therefore, staff has prepared, in collaboration with Special and General Counsel, the proposed Local Debt Policy for Board consideration.

# Public Hearing for the Approval of Financing per Joint Powers Act

- The Joint Exercise of Powers Act, Article 4 Local Bond Pooling, requires a public hearing to be held by a local agency (not the Joint Powers Authority) within whose boundaries the capital improvement will be located (or used) to approve the lease-purchase financing of the helicopters and to make a finding of significant public benefit.
- Given that the two Firehawks will benefit all OCFA member agencies, special counsel has advised that any one of the OCFA's member agencies may hold the required noticed public hearing.
- The Cities of Irvine and Yorba Linda have historically benefited and will continue to benefit from the use of OCFA's helicopters.
- Staff recommends that the City of Yorba Linda or another OCFA member agency hold the noticed public hearing at their earliest convenience in October 2022.

# Budget Adjustments - One-time Costs

<i><b>One-Time Costs – Increase CIP (Fund 133) Revenues &amp; Expenditures</b></i>		
Two Firehawk Helicopters (\$25,926,673 each)	51,853,346	
Taxes	4,018,634.32	
<b>Helicopter Purchase</b>		<b>55,871,980</b>
Est. Performance Bond (Required by Lessor/Bank)	\$840,000	
<b>Estimated Performance Bond</b>		<b>\$840,000</b>
FlightSafety Training (simulator - pilots)	389,400	
Sikorsky Training (pilots and mechanics)	568,460	
Employee Travel for Training	154,600	
<b>Training for Implementation</b>		<b>1,112,460</b>
Municipal Financial Advisor Services	\$26,000	
Special Counsel Services	\$16,000	
California Debt & Investment Advisory Commission (CDIAC) - Issuance Fee	\$5,000	
<b>Costs of Issuance</b>		<b>47,000</b>
<b>Total Expenditure Adjustment – One-Time Project Acquisition &amp; Implementation</b>		<b>\$57,871,440</b>
<b>Total Revenue Adjustment – One-Time Financing Proceeds</b>		<b>\$57,871,440</b>



# Future Supporting Actions Projected On-going Operating Costs

## Bell 412 Projected Annual Operating Cost

Maintenance	1,200
Fuel (\$2.90 per Gallon)	35,844

## Firehawk Projected Annual Operating Cost

Maintenance	817,400
Fuel (\$2.90 per Gallon)	180,200
Total Assurance Plan	1,300,000
General Electric Warranty	936,000

## Aircraft Insurance Cost

803,064

<b>Total Annual Helicopter Projected Operating Cost</b>	<b><u>\$ 4,073,708</u></b>
---------------------------------------------------------	----------------------------

Less: Existing Air Ops Repair/Maintenance Base Budget	(830,236)
-------------------------------------------------------	-----------

Less: Existing Aircraft Insurance Cost	(231,064)
----------------------------------------	-----------

<b>Projected Net Additional Funding Needed</b>	<b><u>\$ 3,012,408</u></b>
------------------------------------------------	----------------------------

# Return of loaned UH-1H Super Huey helicopters

- OCFA AirOps maintenance staff are responsible for returning UH-1H Helicopters 3 and 4 through the Federal Excess Personal Property Program (FEPP). Currently, Helicopter 4 is expected to be transferred to the Kern County Fire Department and the details of the transfer are still forthcoming.
- AirOps Staff continues to work through the procedures needed to return Helicopter 3 as it was the aircraft that had unresolvable vibration while in flight.

# **Follow-up Regarding the Trauma Centers**







77°  
AQI 32







COLLEGE DR E



77°  
AQI 26













E ORANGEWOOD AVE

81°  
AQI 47

GRADE  
STEEP  
SLOW





## **Recommended Actions**

Approve recommended items 1 through 11 as listed in the staff report.



# Questions/Comments





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

**Board of Directors Meeting**  
**September 22, 2022**

**Agenda Item No. 3B**  
**Discussion Calendar**

**Award of RFP# RO2480a Armed Physical Security/Security Management  
Services and Approval of Corresponding Budget Adjustments**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Patrick Bauer, Property Manager  
Logistics Department

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

714.573.6421

**Summary**

This agenda item is submitted for approval to award a Security Services Agreement for Armed Physical Security and Security Management Services to the Orange County Sheriff's Department (OCSD) in the amount of \$1,304,269 annually, the security services provider recommended by the Security Ad Hoc Committee and top ranked proposer resulting from RFP RO2480a.

**Prior Board/Committee Action**

On January 12, 2022, the Budget and Finance Committee reviewed the agenda item proposing award of a service agreement with the Orange County Sheriff's Department for providing armed physical security and security management services resulting from RFP RO2480a, and directed staff to place the agreement on the Board of Directors agenda for approval. On January 27, 2022, the Board chair created the Security Ad Hoc Committee, resulting from the Board's request that OCFA's security needs be studied to determine a broader organization-wide approach to security, and provide recommendations for consideration by the Board of Directors. In addition, the Board authorized extension of the current security services contract with Allied while the Security Ad Hoc Committee completes its work.

On July 6, 2022 the Security Ad Hoc Committee approved staff recommendation to award contract to the Orange County Sheriff Security Bureau by a 6-0 vote (Director Rossini absent).

On September 14, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 5-0 (Directors Lumbard, Hasselbrink, Tettemer and Sachs absent).

**RECOMMENDED ACTIONS:**

1. Approve and authorize the Purchasing Manager to execute the proposed Security Services Agreement (Attachment 1) for Armed Physical Security and Security Management Services with the Orange County Sheriff's Department for a three-year initial term plus two optional one-year renewals in an amount not to exceed \$1,304,269 annually (\$6,521,345 5-year aggregate), plus allowances for annual cost adjustments as described in Exhibit "B" of the Agreement.
2. Direct staff to make the recommended budget adjustment, as noted in the fiscal impact section of this report.

3. Approve and authorize the Purchasing Manager to increase and extend the existing contract with Allied Universal as needed to allow for the transition to the new contract for Armed Physical Security Services.

### **Impact to Cities/County**

Not Applicable.

### **Fiscal Impact**

Based on a November 1, 2022 implementation, the FY 2022/23 General Fund budget and associated expenditures will be increased as follows:

#### ***Contract Security Services***

Increased cost funded by Structural Fire Fund (estimated)	\$730,885
Increased cost funded by Cash Contract Cities*	\$0
Total increase	\$730,885

\*Cash Contract City service charge rates are established for FY 2022/23, and would be adjusted annually beginning FY 2023/24 based on a proportionate share of the contract cost increase. See Attachment 2 for agency by agency estimated annual increases for Cash Contract Cities effective July 2023.

### **Background**

Physical security at the Regional Fire Operations and Training Center (RFOTC) currently includes access control and alarm systems, and the posting of unarmed contract security guard personnel on a 24/7/365 basis. One security post provides around-the-clock coverage, with a second post during RFOTC business hours.

In June of 2020, an OCFA staff security advisory panel issued a Physical Security Assessment report containing recommendations for enhancement based upon a Threat and Vulnerability Assessment of the RFOTC campus prepared by Security Strategies International, and a Physical Security Assessment completed by the Orange County Intelligence Assessment Center (OCIAAC). In November 2021, OCIAAC completed an updated security assessment with recommendations that further support the Advisory panel's 2020 findings, including adding a security management function together with security guard services.

### ***Solicitation Process***

To address the assessment recommendations and identified vulnerabilities, on March 22, 2021 staff issued RFP RO2480a for a replacement security services contract that included security management services, and options for providing unarmed and/or armed guards. The RFP was due April 23, 2021, and OCFA received 14 responsive proposals. An evaluation team scored the proposals based on the criteria defined in the RFP: Method of Approach (20 pts), Qualifications and Experience (25 pts), Personnel Selection, Training and Retention Plan (30 pts), and Proposed Cost (25 points). Upon completion of the evaluation, the Orange County Sheriff's Department emerged as the top-ranked firm.

### ***Security Ad Hoc Committee***

The Board of Director's consideration of award of a security services agreement with the Orange County Sheriff's Department at their meeting on January 27, 2022 lead to the formation of the Security Ad Hoc Committee for the study of organization-wide security needs. The Security Ad Hoc Committee held four meetings, commencing April 6, 2022, and concluding with their meeting

on June 1, 2022. At their April 6, 2022 meeting, the Ad Hoc Committee reviewed and discussed the November 2021 Security Vulnerability Assessment report prepared by OCIAC, and provided direction to staff regarding information to be provided to the Committee for its May 2022 meeting.

At their May 4, 2022 meeting, the Ad Hoc Committee reviewed and discussed security projects recommended by the November 2021 OCIAC security vulnerability assessment and OCFA staff, including previously funded (in-process) projects, and recommended new projects to be proposed beginning with the FY 2023/24 5-Year CIP.

At their June 1, 2022 meeting, the Ad Hoc Committee reviewed and discussed contract security services options, which concluded with the Committee unanimously recommending the contract for armed guard personnel at RFOTC on a 24/7/365 basis and Security Management services as proposed by the Orange County Sheriff Security Services Bureau. At this meeting, the Committee also revisited recommended security capital improvement projects discussed in detail at their May 4, 2022 meeting.

At their final meeting on July 6, 2022, the Committee confirmed their recommendations for the Budget and Finance Committee, and ultimately the Board of Directors, as follows:

***Contract Security Services Recommendation***

Recommend approval and award of the contract for security guard and security management services at RFOTC to the Orange County Sheriff Security Bureau as summarized below, and approve an increase to the General Fund budget as necessary to cover the projected contract cost:

- Guard Personnel: Armed OCSD Sheriff's Special Officer I/II (SSO) at two posts:
  - Post 1 - RFOTC lobby/monitoring station during business hours
  - Post 2 - RFOTC patrol/grounds 24/7/365
- Special events/as needed special coverage; 10 events
- Security Management services performed by OCSD Commanding Officer

***Future Capital Improvement Projects Recommendation***

Recommend new capital improvements projects addressing security concerns be included in the future years' CIP Budget review and funding approval process.

In addition to addressing vulnerabilities at RFOTC related to contract security services identified in the OCIAC assessment, the Ad Hoc Committee's consideration of the assessment findings resulted in their recommending Budget and Finance Committee and Board consideration of new security capital improvements at the RFOTC and fire stations. The projects, described below, would be proposed for funding in future years' 5-Year CIP budgets after being refined in terms of scope and cost, and vetted through the annual budget development process to include review and recommendation by the Ad Hoc CIP and Budget and Finance committees, and ultimately approval by the Board of Directors.

The following is a summary of the implementation and funding plan addressing the vulnerability assessment recommended by the Ad Hoc Committee, including new recommended future capital projects:

### *Access Control - Door Locks, Gates, Video Surveillance*

The OCIAC assessment findings related to access control can be accomplished with existing operating budgets (Property Management Section in-house resources and facilities repair/maintenance contracts), in-process/existing Capital Improvement projects, and three new recommended projects.

The Access Control System upgrade project, which addresses facility access and surveillance concerns, is now in process following the Board's award of contract for this project at their meeting on July 28, 2022. The Enterprise Phone System replacement project will resolve identified emergency notification deficiencies, and is currently in the specification and design phase for bid award in early 2023.

The Ad Hoc Committee concurred with staff and OCIAC's recommendations for new projects to address access control vulnerabilities at fire stations. These include expanding the in-process Control Access System upgrades project at RFOTC (door badge readers, perimeter entry cameras, etc.) to include all fire stations, allowing central control and monitoring where appropriate. The preliminary project cost estimate is \$15,000 per station, or \$1.2M total, with funding and implementation recommended for the FY 2024/25 CIP. The second recommended access control project is station fencing enhancements to resolve unauthorized access to fire station properties. Fencing improvements are expected to be needed at approximately 25 stations, with a preliminary project cost estimate \$1.75M, and funding recommended to begin with the FY 2023/24 CIP.

The third recommended project receiving Ad Hoc Committee concurrence is Controlled Vehicular Access, which is to address the current inability to secure RFOTC grounds from potential threats and its vulnerability to high-speed vehicle approaches. If approved by the Board, the new Security Manager position would be tasked with scoping this project and refining the project cost, preliminarily estimated at \$2.0M. Funding and implementation is recommended to begin with the FY 2024/25 CIP.

### *Cyber-Security*

The OCIAC assessment's call for a cyber-security needs assessment and implementation of security measures are a component of the existing overarching Infrastructure Security Enhancements project. The cyber-security component is nearing completion, including securing physical access to IT systems (50% complete); network access/privileges and software precautions (100% complete); 2-factor login authentication (75% complete); and server and firewall software patching (90% complete). Resources for ongoing cyber-security updates are included in the Information Technology Section operating budget.

The OCIAC assessment matrix includes implementation and funding information for each assessment item consistent with the Ad Hoc Committee recommendations, is included as Attachment 3.

### ***Fiscal Impact of future Capital Improvement Projects***

Increased cost funded by Structural Fire Fund (estimated): No immediate impact. Future years' CIP budget impact:

FY 2023/24	\$1,750,000
FY 2024/25	\$3,200,000
Total	\$4,950,000

Increased cost funded by Cash Contract Cities: \$0

***Orange County Board Contract Approval***

Following OCFA Board approval, the agreement will be placed on the Orange County Board of Supervisors agenda for approval.

**Attachments**

1. Proposed Security Services Agreement with OCSD (***Contract posted online and hard copy available in the Clerk's Office upon request***)
2. RFOTC Security Contract Fiscal Impact FY 2023/24 by Cash Contract City
3. OCIAC Assessment Recommendations

**SECURITY SERVICES AGREEMENT**  
**BETWEEN THE ORANGE COUNTY FIRE AUTHORITY**  
**AND THE COUNTY OF ORANGE**

THIS AGREEMENT FOR SECURITY SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY". OCFA and COUNTY are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, OCFA requires the services of a qualified entity to provide security Guard and Security Management Services, hereinafter referred to as "Project"; and

**WHEREAS**, the Orange County Sheriff's Department, hereinafter referred to as "SHERIFF," has submitted to OCFA a proposal dated April 22, 2021, incorporated herein by this reference ("Proposal"); and

**WHEREAS**, based on its experience and reputation, SHERIFF is qualified to provide the necessary services for the Project and desires to provide such services; and

**WHEREAS**, OCFA desires to retain the services of SHERIFF for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to contract with COUNTY and COUNTY agrees to provide professional services as follows:

**1. SECURITY SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, SHERIFF shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) SHERIFF's Proposal, and (2) any



1 amendments, addendums, change orders, or modifications mutually agreed upon by the  
2 parties hereto ("Services" or "Work"). SHERIFF warrants that all Services shall be  
3 performed in a competent, professional and satisfactory manner in accordance with all  
4 standards prevalent in the same profession in the State of California. SHERIFF represents  
5 and warrants that it and all employees, subconsultants and subcontractors providing any  
6 Services pursuant to this Agreement shall have a sufficient skill and experience to perform  
7 the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In  
8 the event of any inconsistency between the terms contained in the Scope of Services, and/or  
9 the terms set forth in the main body of this Agreement, the terms set forth in the main body of  
10 this Agreement and then the Scope of Services shall govern, in that order.

#### 11 **1.2 Compliance with Law**

12 All Services rendered hereunder shall be provided in accordance with all laws,  
13 ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or  
14 local governmental agency of competent jurisdiction.

#### 15 **1.3 Licenses and Permits**

16 SHERIFF shall obtain at its sole cost and expense such licenses, permits and  
17 approvals as may be required by law for the performance of the Services required by this  
18 Agreement.

#### 19 **1.4 Familiarity with Work**

20 By executing this Agreement, SHERIFF warrants that SHERIFF (a) has  
21 thoroughly investigated and considered the Work to be performed, (b) has investigated the  
22 site of the Work and become fully acquainted with the conditions there existing, (c) has  
23 carefully considered how the Work should be performed, and (d) fully understands the  
24 facilities, difficulties and restrictions attending performance of the Work under this  
25 Agreement. Should the SHERIFF discover any latent or unknown conditions materially  
26 differing from those inherent in the Work or as represented by OCFA, SHERIFF shall  
27 immediately inform OCFA of such fact and shall not proceed with any Work except at  
28 SHERIFF's risk until written instructions are received from the Contract Officer.

1           **1.5    Additional Services**

2           If SHERIFF agrees, SHERIFF will perform services in addition to those  
3 specified in the Scope of Services when requested to do so in writing by the OCFA  
4 Purchasing Manager, provided that SHERIFF shall not be required to perform any additional  
5 services without compensation. Any additional compensation not exceeding fifteen percent  
6 (15%) of the agreement amount annually must be approved in writing by the OCFA  
7 Purchasing Manager. Any greater increase must be approved in writing by the Executive  
8 Committee of the OCFA Board of Directors.

9           **2.    TIME FOR COMPLETION**

10          The time for completion of the Services to be performed by SHERIFF is an essential  
11 condition of this Agreement. SHERIFF shall perform regularly and diligently the work of this  
12 Agreement according to the schedules set forth in SHERIFF's proposal. SHERIFF shall not  
13 be accountable for delays in the progress of its work caused by any condition beyond its  
14 control and without the fault or negligence of SHERIFF. Delays shall not entitle SHERIFF to  
15 any additional compensation regardless of the party responsible for the delay.

16           **3.    COMPENSATION OF SHERIFF**

17           **3.1    Compensation of SHERIFF**

18          For the Services rendered pursuant to this Agreement, SHERIFF shall be  
19 compensated

20          and reimbursed, in accordance with the pricing set forth in the Pricing Sheet, attached  
21 hereto as Exhibit "B," in an amount not to exceed One Million, Three Hundred  
22 Four Thousand, Two Hundred Sixty-Nine (\$1,304,269) Dollars Annually.

23           **3.2    Method of Payment**

24          In any month in which SHERIFF wishes to receive payment, SHERIFF shall no  
25 later than the first working day of such month, submit to OCFA in the form approved by  
26 OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice.  
27 OCFA shall pay SHERIFF for all expenses stated thereon which are approved by OCFA  
28 consistent with this Agreement, within thirty (30) days of receipt of SHERIFF's invoice.

### 1           **3.3    Changes**

2           In the event any change or changes in the work is requested by OCFA and  
3           agreed to by SHERIFF, the parties hereto shall execute an addendum to this Agreement,  
4           setting forth with particularity all terms of such addendum, including, but not limited to, any  
5           additional fees. Addenda may be entered into to provide for additional services not included  
6           in this Agreement or not customarily furnished in accordance with generally accepted  
7           practice in SHERIFF's profession.

### 8           **3.4    Appropriations**

9           This Agreement is subject to and contingent upon funds being appropriated  
10          therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If  
11          such appropriations are not made, this Agreement shall automatically terminate without  
12          penalty to OCFA.

## 13       **4.    PERFORMANCE SCHEDULE**

### 14           **4.1    Time of Essence**

15          Time is of the essence in the performance of this Agreement.

### 16           **4.2    Schedule of Performance**

17          All Services rendered pursuant to this Agreement shall be performed within the  
18          time periods prescribed in SHERIFF's Proposal, attached hereto as Exhibit "A". The  
19          extension of any time period specified in Exhibit "A" must be approved in writing by the  
20          Contract Officer.

### 21           **4.3    Force Majeure**

22          The time for performance of Services to be rendered pursuant to this  
23          Agreement may be extended because of any delays due to unforeseeable causes beyond  
24          the control and without the fault or negligence of SHERIFF, including, but not restricted to,  
25          acts of God or of a public enemy, acts of the government, fires, earthquakes, floods,  
26          epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe  
27          weather if SHERIFF shall within ten (10) days of the commencement of such condition notify  
28          the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary

1 delay, and extend the time for performing the Services for the period of the enforced delay  
2 when and if in the Contract Officer's judgment such delay is justified, and the Contract  
3 Officer's determination shall be final and conclusive upon the parties to this Agreement.

#### 4 **4.4 Term**

5 This agreement shall continue in full force and effect for three years (initial  
6 term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The  
7 contract may be renewed up to two (2) additional one-year terms upon mutual written  
8 agreement between OCFA and COUNTY.

### 9 **5. COORDINATION OF WORK**

#### 10 **5.1 Representative of SHERIFF**

11 The following principal of SHERIFF is hereby designated as being the principal  
12 and representative of SHERIFF authorized to act in its behalf with respect to the work  
13 specified herein and make all decisions in connection therewith: Sheriff's Department  
14 Captain approved by the Sheriff or his designee.

15 It is expressly understood that the experience, knowledge, capability and  
16 reputation of the foregoing principal is a substantial inducement for OCFA to enter into this  
17 Agreement. Therefore, the foregoing principal shall be responsible during the term of this  
18 Agreement for directing all activities of SHERIFF and devoting sufficient time to personally  
19 supervise the Services hereunder. The foregoing principal may be changed to another  
20 qualified Captain by SHERIFF without the express written approval of OCFA.

#### 21 **5.2 Contract Officer**

22 The Contract Officer shall be Patrick Bauer, Property Manager, unless  
23 otherwise designated in writing by OCFA. It shall be SHERIFF's responsibility to keep the  
24 Contract Officer fully informed of the progress of the performance of the Services and  
25 SHERIFF shall refer any decisions that must be made by OCFA to the Contract Officer.  
26 Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the  
27 approval of the Contract Officer.

#### 28 **5.3 Prohibition Against Subcontracting or Assignment**

1                   **5.3.1 No Subcontracting Without Prior Approval.** The experience,  
2 knowledge, capability and reputation of SHERIFF, its principals and employees, and the  
3 SHERIFF Representative were a substantial inducement for OCFA to enter into this  
4 Agreement. Therefore, COUNTY shall not contract with any other entity to perform in whole  
5 or in part the Services required hereunder without the express written approval of OCFA.

6                   **5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If  
7 COUNTY is authorized to subcontract any part of the Services as provided in Section 5.3.1,  
8 COUNTY shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and  
9 subconsultant(s) in the same manner as it is for persons directly employed. For purposes of  
10 this Agreement, all persons engaged in the performance of Services will be considered  
11 employees of COUNTY. OCFA will deal directly with and will make all payments to  
12 SHERIFF. Nothing contained in this Agreement shall create any contractual relationships  
13 between any subcontractor and OCFA. COUNTY shall ensure that all subcontractor  
14 insurance requirements set forth in Section 6 below (including its subsections) are complied  
15 with prior to commencement of Services by each subcontractor.

16                   **5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.**  
17 OCFA shall have the right to withhold payment from SHERIFF for Services performed by any  
18 subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or  
19 regarding which the insurance or other requirements under this Agreement have not been  
20 satisfied.

21                   **5.3.3 Assignments.** Neither this Agreement nor any interest herein may be  
22 assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of  
23 law, whether for the benefit of creditors or otherwise, without the prior written approval of  
24 OCFA. In the event of any unapproved transfer, including any bankruptcy proceeding, this  
25 Agreement shall be void. No approved transfer shall release COUNTY or any surety of  
26 COUNTY from any liability hereunder without the express written consent of OCFA.

27                   **5.4 Independent Contractor**  
28

1           **5.4.1** The legal relationship between the Parties is that of an independent  
2 contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel,  
3 an OCFA employee. During the performance of this Agreement, SHERIFF and its officers,  
4 employees, and agents shall act in an independent capacity and shall not act as OCFA  
5 officers or employees. SHERIFF will determine the means, methods and details of  
6 performing the Services subject to the requirements of this Agreement. The personnel  
7 performing the Services under this Agreement on behalf of SHERIFF shall at all times be  
8 under SHERIFF's exclusive direction and control. Neither OCFA nor any of its officials,  
9 officers, employees, agents or volunteers shall have control over the conduct of SHERIFF or  
10 any of its officers, employees, or agents, except as set forth in this Agreement. SHERIFF, its  
11 officers, employees or agents, shall not maintain a permanent office or fixed business  
12 location at OCFA's offices. OCFA shall have no voice in the selection, discharge,  
13 supervision, or control of SHERIFF's officers, employees, representatives or agents or in  
14 fixing their number, compensation, or hours of service. SHERIFF shall pay all wages,  
15 salaries, and other amounts due its employees in connection with the performance of  
16 Services under this Agreement and shall be responsible for all reports and obligations  
17 respecting them, including but not limited to social security income tax withholding,  
18 unemployment compensation, workers' compensation, and other similar matters. OCFA  
19 shall not in any way or for any purpose be deemed to be a partner of SHERIFF in its  
20 business or otherwise a joint venturer or a member of any joint enterprise with SHERIFF.

21           **5.4.2** SHERIFF shall not incur or have the power to incur any debt, obligation,  
22 or liability against OCFA, or bind OCFA in any manner.

23           **5.4.3** No OCFA benefits shall be available to SHERIFF, its officers,  
24 employees, or agents, in connection with the performance of any Work or Services under this  
25 Agreement. Except for the cost of services paid to SHERIFF as provided for in this  
26 Agreement, OCFA shall not pay salaries, wages, or other compensation to SHERIFF for the  
27 performance of any Work or Services under this Agreement.

28           **5.5    Employee Retirement System Eligibility Indemnification**

1                   **5.5.1** In the event that SHERIFF or any employee, agent, or subcontractor of  
2 SHERIFF providing any Work or Services under this Agreement claims or is determined by a  
3 court of competent jurisdiction to be eligible for enrollment in an employee retirement system  
4 as an employee of the OCFA, SHERIFF shall indemnify, defend, and hold harmless OCFA  
5 against: (1) all such claim(s) and determination(s); (2) for the payment of any employee  
6 and/or employer contributions for employee retirement system benefits on behalf of  
7 SHERIFF or its employees, agents or subcontractors; and (3) the payment of any penalties  
8 and interest on such contributions which would otherwise be the responsibility of the OCFA.

9                   **5.5.2** Notwithstanding any other agency, state or federal policy, rule,  
10 regulation, law or ordinance to the contrary, Contractor and any of its employees, agents,  
11 and subcontractors providing any Work or Services under this Agreement shall not qualify for  
12 or become entitled to, and hereby agree to waive any claims to, any compensation, benefit,  
13 or any incident of employment by OCFA, including but not limited to eligibility to enroll in  
14 PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for  
15 employer contribution and/or employee contributions for PERS benefits.

16 **6. INSURANCE AND INDEMNIFICATION**

17                   **6.1 Compliance with Insurance Requirements.** COUNTY is self-insured and  
18 shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at  
19 its sole cost and expense, all insurance required under this section.

20                   **6.2 Types of Insurance Required.** Without limiting the indemnity provisions set  
21 forth in this Agreement, COUNTY shall obtain and maintain in full force and effect during the  
22 term of this Agreement, including any extension thereof, the following policies of insurance:

23                   **6.2.2 Commercial General Liability Insurance.** COUNTY shall maintain, in  
24 full force and effect throughout the term of this Agreement, a Program of Self-Insurance  
25 covering CGL on an "occurrence" basis, including property damage, bodily injury and  
26 personal & advertising injury with limits no less than million dollars (\$5,000,000.00) per  
27 occurrence and five million dollars (\$5,000,000.00) aggregate. If a general aggregate limit  
28 applies, the general aggregate limit shall be no less than five million dollars (\$5,000,000.00).

Coverage for products and completed operations is required with limits no less than five million dollars (\$5,000,000.00 aggregate. COUNTY shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above.

**6.2.3 Automobile Liability Insurance.** COUNTY shall maintain, in full force and effect throughout the term of this Agreement, Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

**6.2.4 Workers' Compensation Insurance.** COUNTY shall obtain and maintain, in full force and effect throughout the term of this Agreement, a Program of Self-Insurance for Workers' Compensation with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. COUNTY hereby waives on its own behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, COUNTY shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** COUNTY and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

### **6.3 Specific Insurance Provisions**

**6.3.1.1 Additional Insured:** The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be named as an Indemnified Party on the County's Certificate of Self-Insurance.



1                   **6.3.1.2 Primary, Non-Contributing.** County's Program of Self-  
2 Insurance shall be primary and any other insurance, deductible, or self-insurance maintained  
3 by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall  
4 not contribute with the primary self-insurance.

5           **6.4 Waiver of Subrogation.** COUNTY hereby agrees to waive its own right of  
6 subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

7                   **6.4.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If  
8 OCFA approves the use of subconsultants or subcontractors for the performance of any  
9 portion of the Services, then COUNTY shall obtain from each subconsultant and  
10 subcontractor, and make available to OCFA upon request, written express waivers by each  
11 subconsultant and subcontractor of the right of subrogation against the OCFA, its officials,  
12 officers, employees, agents and volunteers, and policy endorsements of each of its  
13 subconsultants' and subcontractors' insurance policies waiving any rights of subrogation  
14 against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such  
15 waivers and endorsements shall be obtained prior to commencement of any Services by  
16 each subconsultant or subcontractor.

17           **6.5 Evidence of Coverage.** Concurrently with the execution of the Agreement,  
18 COUNTY shall deliver a Certificate of Self-Insurance as evidence of the insurance required  
19 to be maintained by COUNTY by this Section 6.

20           **6.6 Requirements Not Limiting.** No representation is made that the minimum  
21 insurance requirements of this Agreement are sufficient to cover the obligations of COUNTY  
22 under this Agreement. Nothing in this section shall be construed as limiting in any way the  
23 indemnification provision contained in this Agreement.

24           **6.7 Enforcement of Agreement (Non-Estoppel).** COUNTY acknowledges and  
25 agrees that actual or alleged failure on the part of the OCFA to inform COUNTY of any non-  
26 compliance with any of the insurance requirements set forth in this Agreement imposes no  
27 additional obligation on the OCFA nor does it waive any rights hereunder.

1                   **6.7.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of  
2 OCFA, COUNTY shall deliver to OCFA all certificates of insurance required from  
3 subcontractors and subconsultants. (Note: COUNTY's duty to obtain all required insurance  
4 for subcontractors and subconsultants required under this Agreement applies whether or not  
5 OCFA requests delivery of evidence of such coverage.)

6                   **6.8 Other Insurance Requirements.** The following terms and conditions shall  
7 apply to the insurance policies required of COUNTY and its subconsultants and  
8 subcontractors, if any, pursuant to this Agreement:

9                   **6.8.1** It is COUNTY's obligation to ensure timely compliance with all  
10 insurance submittal requirements as provided herein and COUNTY agrees to reimburse  
11 OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure,  
12 to timely comply with the requirements of this Agreement.

13                   **6.8.2** COUNTY agrees to ensure that subconsultants and subcontractors, if  
14 any, and any other parties involved with the Project who are brought onto or involved in the  
15 Project by SHERIFF, provide the same minimum insurance coverage required of COUNTY.  
16 COUNTY agrees to monitor and review all such coverage and assumes all responsibility for  
17 ensuring that such coverage is provided in conformity with the requirements of this section.  
18 COUNTY agrees that upon request, all agreements with, and evidence of insurance from,  
19 subconsultants and subcontractors and others engaged in performing any Services will be  
20 submitted to the OCFA for review.

21                   **6.8.3** COUNTY agrees to provide immediate written notice to OCFA of any  
22 claim, demand or loss arising out of the Services performed under this Agreement and for  
23 any other claim, demand or loss which may reduce the insurance available to an amount less  
24 than required by this Agreement.

25                   **6.9 Indemnification.**  
26  
27  
28

1                   **6.9.1**           COUNTY, its officers, agents, employees, subcontractors and  
2 independent contractors shall not be deemed to have assumed any liability for the  
3 negligence or any other act or omission of OCFA or any of its officers, agents, employees,  
4 subcontractors or independent contractors, or for any dangerous or defective condition of any  
5 work or property of OCFA. OCFA shall indemnify and hold harmless COUNTY and its  
6 elected and appointed officials, officers, agents, employees, subcontractors and independent  
7 contractors from any claim, demand or liability whatsoever based or asserted upon the  
8 condition of any work or property of OCFA, or upon any act or omission of OCFA, its elected  
9 and appointed officials, officers, agents, employees, subcontractors or independent  
10 contractors, related to this Agreement, for property damage, bodily injury or death or any  
11 other element of damage of any kind or nature, and OCFA shall defend, at its expense  
12 including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its  
13 elected and appointed officials, officers, agents, employees, subcontractors and independent  
14 contractors in any legal action or claim of any kind related to this Agreement based or  
15 asserted upon such condition of work or property, or alleged acts or omissions.

16                   **6.9.2**           OCFA, its officers, agents, employees, subcontractors and  
17 independent contractors shall not be deemed to have assumed any liability for the  
18 negligence or any other act or omission of COUNTY or any of its officers, agents, employees,  
19 subcontractors or independent contractors, or for any dangerous or defective condition of any  
20 work or property of COUNTY. COUNTY shall indemnify and hold harmless OCFA and its  
21 elected and appointed officials, officers, agents, employees, subcontractors and independent  
22 contractors from any claim, demand or liability whatsoever based or asserted upon the  
23 condition of any work or property of COUNTY, or upon any act or omission of COUNTY, its  
24 elected and appointed officials, officers, agents, employees, subcontractors or independent  
25 contractors, related to this Agreement, for property damage, bodily injury or death or any  
26 other element of damage of any kind or nature, and COUNTY shall defend, at its expense  
27 including attorney fees, and with counsel approved in writing by OCFA, OCFA and its elected  
28 and appointed officials, officers, agents, employees, subcontractors and independent

1 contractors in any legal action or claim of any kind related to this Agreement based or  
2 asserted upon such condition of work or property, or alleged acts or omissions.

3 **6.9.3** If judgment is entered against OCFA and COUNTY by a court of  
4 competent jurisdiction because of the concurrent active negligence of either party related to  
5 this Agreement, OCFA and COUNTY agree that liability will be apportioned as determined by  
6 the court. Neither party shall request a jury apportionment.

## 7 **7. RECORDS AND REPORTS**

### 8 **7.1 Reports**

9 SHERIFF shall periodically prepare and submit to the Contract Officer such  
10 reports concerning the performance of the Services required by this Agreement as the  
11 Contract Officer shall require.

### 12 **7.2 Records**

13 SHERIFF shall keep such books and records as shall be necessary to properly  
14 perform the Services required by this Agreement and enable the Contract Officer to evaluate  
15 the performance of such Services. The Contract Officer shall have full and free access to  
16 such books and records at all reasonable times, including the right to inspect, copy, audit and  
17 make records and transcripts from such records.

### 18 **7.3 Ownership of Documents**

19 With the exception of SHERIFF investigatory records and reports and SHERIFF  
20 personnel records, all drawings, specifications, reports, records, documents and other  
21 materials prepared by SHERIFF in the performance of this Agreement shall be the property  
22 of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the  
23 termination of this Agreement, and SHERIFF shall have no claim for further employment or  
24 additional compensation as a result of the exercise by OCFA of its full rights or ownership of  
25 the documents and materials hereunder. SHERIFF may retain copies of such documents for  
26 its own use. SHERIFF shall have an unrestricted right to use the concepts embodied therein.

## 27 **8. ENFORCEMENT OF AGREEMENT**

### 28 **8.1 California Law**

1 This Agreement shall be construed and interpreted both as to validity and to  
2 performance of the parties in accordance with the laws of the State of California. Legal  
3 actions concerning any dispute, claim or matter arising out of or in relation to this Agreement  
4 shall be instituted in the Superior Court of the County of Orange, State of California, or any  
5 other appropriate court in such county, and COUNTY covenants and agrees to submit to the  
6 personal jurisdiction of such court in the event of such action.

## 7 **8.2 Waiver**

8 No delay or omission in the exercise of any right or remedy of a non-defaulting  
9 party on any default shall impair such right or remedy or be construed as a waiver. No  
10 consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's  
11 consent to or approval of any subsequent act of COUNTY. Any waiver by either party of any  
12 default must be in writing and shall not be a waiver of any other default concerning the same  
13 or any other provision of this Agreement.

## 14 **8.3 Rights and Remedies are Cumulative**

15 Except with respect to rights and remedies expressly declared to be exclusive  
16 in this Agreement, the rights and remedies of the parties are cumulative and the exercise by  
17 either party of one or more of such rights or remedies shall not preclude the exercise by it, at  
18 the same or different times, of any other rights or remedies for the same default or any other  
19 default by the other party.

## 20 **8.4 Legal Action**

21 In addition to any other rights or remedies, either party may take legal action, in  
22 law or in equity, to cure, correct or remedy any default, to recover damages for any default, to  
23 compel specific performance of this Agreement, to obtain injunctive relief, a declaratory  
24 judgment, or any other remedy consistent with the purposes of this Agreement.

## 25 **8.5 Termination Prior to Expiration of Term**

26 OCFA reserves the right to terminate this Agreement at any time, with or  
27 without cause, upon ninety (90) days written notice to SHERIFF, except that where  
28 termination is due to the fault of the SHERIFF and constitutes an immediate danger to health,

1 safety and general welfare, the period of notice shall be such shorter time as may be  
2 appropriate. Upon receipt of the notice of termination, SHERIFF shall immediately cease all  
3 Services hereunder except such as may be specifically approved by the Contract Officer.  
4 SHERIFF shall be entitled to compensation for all Services rendered prior to receipt of the  
5 notice of termination and for any Services authorized by the Contract Officer thereafter.

6 SHERIFF may terminate this Agreement, with or without cause, upon ninety  
7 (90) days written notice to OCFA.

#### 8 **8.6 Termination for Default of SHERIFF**

9 If termination is due to the failure of SHERIFF to fulfill its obligations under this  
10 Agreement, OCFA may take over the work and perform the same to completion by contract  
11 or otherwise, and SHERIFF shall be liable to the extent that the total cost for completion of  
12 the Services required hereunder exceeds the compensation herein stipulated, provided that  
13 OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any  
14 payments to SHERIFF for the purpose of set-off or partial payment of the amounts owed to  
15 OCFA.

#### 16 **8.7 Each Party Responsible for Own Attorneys' Fees**

17 If either party commences an action against the other party arising out of or in  
18 connection with this Agreement or its subject matter, each party will be responsible for their  
19 own legal fees and costs associated with any litigation that may occur.

### 20 **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

#### 21 **9.1 Non-Liability of OCFA Officers and Employees**

22 No officer or employee of OCFA shall be personally liable to SHERIFF, or any  
23 successor-in-interest, in the event of any default or breach by OCFA or for any amount which  
24 may become due to SHERIFF or its successor, or for breach of any obligation of the terms of  
25 this Agreement.

#### 26 **9.2 Covenant Against Discrimination**

27 SHERIFF covenants that, by and for itself, its assigns, and all persons claiming  
28 under or through them, that there shall be no discrimination or segregation in the

performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. SHERIFF shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

**10. MISCELLANEOUS PROVISIONS**

**10.1 Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority  
Attention: Sara Kennedy  
1 Fire Authority Road  
Irvine, CA 92602

**WITH COPY TO:**

David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To SHERIFF:

Orange County Sheriff's Department  
Attention: Contract Representative  
550 N. Flower St.  
Santa Ana, CA 92703

1           **10.2   Integrated Agreement**

2           This Agreement contains all of the agreements of the parties and cannot be  
3 amended or modified except by written agreement.

4           **10.3   Amendment**

5           This Agreement may be amended at any time by the mutual consent of the  
6 parties by an instrument in writing.

7           **10.4   Severability**

8           In the event that any one or more of the phrases, sentences, clauses,  
9 paragraphs, or sections contained in this Agreement shall be declared invalid or  
10 unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity  
11 or unenforceability shall not affect any of the remaining phrases, sentences, clauses,  
12 paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of  
13 the parties hereunder.

14           **10.5   Authority**

15           The persons executing this Agreement on behalf of the parties hereto warrant  
16 that they are duly authorized to execute this Agreement on behalf of said parties and that by  
17 so executing this Agreement the parties hereto are formally bound to the provisions of this  
18 Agreement.

19  
20  
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22  
23                                   [SIGNATURES ON FOLLOWING PAGE]  
24  
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1                   **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the  
2 dates stated below.

3  
4                                           **ORANGE COUNTY FIRE AUTHORITY**

5                                           BY: \_\_\_\_\_  
6                                                       Sara Kennedy  
7                                                       Purchasing Division Manager

8                                           DATE: \_\_\_\_\_

9                   **APPROVED AS TO FORM:**

9                   **ATTEST:**

10                   BY: \_\_\_\_\_  
11                               David E. Kendig  
12                               General Counsel

10                   BY: \_\_\_\_\_  
11                               Maria D. Huizar  
12                               Clerk of the Board

13                   DATE: \_\_\_\_\_

13                   DATE: \_\_\_\_\_

14  
15                   **COUNTY OF ORANGE**

16  
17                   BY: \_\_\_\_\_  
18                               Chairman of the Board of Supervisors  
19                               County of Orange, California

20                   **ORANGE COUNTY SHERIFF'S DEPARTMENT**

21                   **RECOMMENDED FOR APPROVAL**

22  
23                   BY: \_\_\_\_\_  
24                               Don Barnes  
25                               Sheriff-Coroner

26                   DATE: \_\_\_\_\_

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SIGNED AND CERTIFIED THAT A COPY OF THIS  
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535  
Attest:

\_\_\_\_\_  
Robin Stieler, Clerk of the Board  
County of Orange, California

APPROVED AS TO FORM:  
Office of the County Counsel  
County of Orange, California

BY: \_\_\_\_\_  
Deputy

DATED: \_\_\_\_\_

**EXHIBIT “A”**

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**ORANGE COUNTY SHERIFF-CORONER  
RESPONSE TO THE ORANGE COUNTY FIRE AUTHORITY  
RFP NUMBER RO2480A  
FOR PHYSICAL SECURITY AND/OR SECURITY  
MANAGEMENT SERVICES**



**DUE APRIL 23, 2021**

**COPY**

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**FOR PHYSICAL SECURITY AND/OR SECURITY MANAGEMENT SERVICES**

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## ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

April 20, 2021

Orange County Fire Authority  
Attn: Purchasing Section  
1 Fire Authority Road Bldg. C  
Irvine, CA 92602

RE: Sheriff-Coroner Response to RFP Number RO2480a for Physical Security and/or Security Management Services

Dear Rothchild Ong:

The Orange County Sheriff-Coroner Department (OCSD) is pleased to respond to the Orange County Fire Authority (OCFA) Request for Proposals for Physical Security and/or Security Management Services (RFP Number RO2480a). OCSD is the fifth largest Sheriff's Department in the Nation and was established in 1889. In 1984, OCSD established the North Operations Security Bureau that provides security services to multiple County agencies including the Healthcare Agency, Social Services Agency, the Orange County Board of Supervisors, Chief Executive Office, Clerk-Recorder, Assessor, Treasurer-Tax Collector and the Child Support Services Agency. The Sheriff Department also provides law enforcement services to 13 contract cities as well as the Orange County Transportation Authority.

Contingent upon the approval from the Orange County Board of Supervisors of a Contract between the Orange County Fire Authority and OCSD; OCSD is prepared to provide five armed, trained, certified, and uniformed Sheriff's Special Officers (SSO's) under the Supervision of a Sheriff's Sergeant to provide physical security within 120 days from final execution of the contract.

The following services will be provided:

- Four SSO's will be on a twenty-four (24) hours a day, seven (7) days a week (including holidays) basis posted at the Regional Fire Operations and Travel Center (RFOTC).
- A second SSO will be posted on RFOTC business days during Shift 1 (Monday – Friday 07:30 to 15:30 except holidays and closed alternating Fridays) and available for periodic up staffing on a twenty-four (24) hour basis as needed on overtime.
- OCSD is prepared to act as the physical security management services contractor and will act as security advisor to the OCFA Logistics and Risk Management sections on all matters related to ensuring the safety of staff and public visitors at OCFA's facilities and fire stations, including during emergency situations.
- OCSD will provide the supervision of the SSO's via an Orange County Sheriff Sergeant available by telephone 24 hours a day, 7 days a week, 52 weeks a year and able to respond within 90 minutes.
- SSO's will have at least one year work experience and will possess a valid California Driver's License.



## ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

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Please contact the Orange County Sheriff-Coroner Law Enforcement Contracts Manager, Dwight Tipping, with any questions regarding this proposal at (714) 834-6217. I look forward to your response in our ranking in the RFP scoring process and hope to provide Physical Security and Security Management Services for your facility in the near future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Don Barnes".

Sheriff Don Barnes  
Orange County Sheriff-Coroner



## **SECTION V: PROPOSAL REQUIREMENTS**

### **Firm's Detailed Information Orange County Sheriff-Coroner**

The Orange County Sheriff-Coroner Department is the fifth largest Sheriff's department in the nation and was established in 1889. Our multi-faceted law enforcement agency employs approximately 4,000 sworn and professional staff members and over 800 reserve personnel. Sheriff Don Barnes delegates authority to his executive team made up of one Undersheriff, five Assistant Sheriffs, one Executive Director and a Constitutional Policing Advisor who administer the daily activities of the Commanders and Directors at the division head level. The Department consists of six organizational Commands comprises of twenty-two separate Divisions. The Executive Command includes Sheriff's Executive Management, Public Affairs & Community Engagement. The Administrative Services Command includes the Financial/Administrative Services Division, the Research & Development Division, and the Technology Division. The Professional Services Command consists of the Training Division, Professional Standards Division, S.A.F.E. Division, and Records Division. The Investigations and Special Operations Command includes Investigations Division, Special Operations Division, Coroner Division, the Orange County Crime Lab, and the Emergency Management Division. The Patrol Operations Command include North Operations, Southeast Operations, Southwest Operations, and Transit Operations. The Corrections and Court Operations Command consists of the Theo Lacy Facility, Court Operations Division, and the James A. Musick Facility. The Custody Operations Command includes the Central Jails Division, Intake and Release Center/Transportation, and Inmate Services.

Collectively, these Commands and Divisions provide a wide array of services that include air, land, and sea based patrol and investigative services to the unincorporated areas of Orange County and to contract and task force partners at the city and county level. Additional services and responsibilities include but are not limited to: state and federal task force participants, operation and management of the Orange County jail system including emergency communications, forensic and coroner services, Human Resources and personnel services, risk management and financial management.

Established in 1984, the North Operations Security Bureau provides responsive, professional and caring law enforcement services to all people of Orange County. Fifty five employees, both sworn and professional staff, make up the Bureau. Forty five Sheriff's Special Officers supported by a bureau commander, three sergeants, five deputy sheriffs and one clerical personnel ensure a uniform law enforcement presence is maintained at 25 county facilities that contract with the Sheriff's Department. Contract agencies include the Health Care Agency, Social Services Agency, the Orange County Clerk Recorder, County Executive Office, Assessor, Treasury/Tax Collector, Child Support Services, and the Hall of Administration.

The Sheriff's Headquarters Building is located at 550 N. Flower Street, Santa Ana, CA 92703. North Operations Security Bureau is located at 909 N. Main Street, Santa Ana, CA 92703. The two main substations of Southwest and Southeast Operations are located in Aliso Viejo and Lake Forest respectively

The Sheriff's Headquarters Building is located at 550 N. Flower Street, Santa Ana, CA 92703. North Operations Security Bureau is located at 909 N. Main Street, Santa Ana, CA 92703. The two main substations of Southwest and Southeast Operations are located in Aliso Viejo and Lake Forest respectively.

## APPENDIX A - OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please 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 proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal 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.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Business Legal Name: Orange County Sheriff's Department		
Business Parent or Ownership:		
Address: 550 N. Flower St., Santa Ana, CA 92703		
Business Telephone No. 714-647-7000	Business Fax No.	
Business Tax I.D. Number: 95-600928	CSLB License Number:	DIR Registration Number:
Legal form of company: (partnership, corporation, joint venture)		
Length of time your business has been in business: 132 years	Length of time at current location: 50 years	
Number of employees and Number of Current Clients Employees: 4000 Number of Current Clients: 13 contract cities		

**Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).**

Name: Dave Main	Title: Captain, Security Bureau
Telephone No.: 714-569-2044	E-mail: DMain@OCSD.org

**Person responsible for the day-to-day servicing of the account:**

Name: Noma M. Crook	Title: Director of Financial/Administrative Services
Telephone No.: 714-834-6681	E-mail: NCrook@OCSD.org

**Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No**  
**If yes, you are required to submit form/s (see Appendix F).**

## **SECTION V: PROPOSAL REQUIREMENTS**

### **Relevant Experience Orange County Sheriff-Coroner**

The Security Bureau was established in 1984 by the Orange County Sheriff's Department with the mission of providing physical security services for both private and public interests in the county. Currently, the Security Bureau provides physical security services for not only large contracts like the Orange County Social Services Agency and the Orange County Health Care Agency, but also for smaller contracts like the Orange County District Attorney's Office, the Orange County Tax Assessor's Office and Orange County Parks. Current private contracts include the Orange County Employee Retirement System (OCERS) and Cal Optima.

We work collaboratively with our contract partners to ensure county employees and the general public have a safe location to work and conduct business. The Sheriff's employees providing the actual physical security services are Sheriff's Special Officers, or SSO's. The Sheriff's Special Officers are classified under the California Penal Code (CPC) section 831.4 while on duty. This classification allows the Sheriff's Special Officers to be armed, as well as to be granted the power to arrest when they witness a crime, or come into contact with someone who has an outstanding warrant.

The Sheriff's Special Officers assigned to work the contract with the County Board of Supervisors provide physical security services for the Orange County Hall of Administration during business hours. These duties include the day-to-day physical security services for the Hall of Administration, monitoring the camera system inside and outside the building and planning the physical security for the bi-weekly Board of Supervisors meetings. The Sheriff's Special Officers are also the first responders for any law enforcement and public safety issues at the Hall of Administration. These issues could include, but are not limited to: medical aids, homelessness, mental health issues, vandalism, suspicious circumstances, parking restrictions, trespassing and safety escorts.

Over the past year, the Board of Supervisors meetings have required the Security Bureau to address public safety issues related to protests from diverse groups. These groups ranged from anti-mask/pro-mask supporters, anti-lockdown groups, pro/anti-police groups and multiple social justice groups. These protests have become contentious at times and have necessitated the Security Bureau to intervene and keep the peace. Managing these events requires coordination with other law enforcement and public safety entities; as well as a great deal of prior planning. All of this is done while prioritizing the protections of every individual's and group's Constitutional rights.

Because the Security Bureau has the resources of the entire Sheriff's Department, there are few incidents that we cannot address. Prior to each Board of Supervisors meeting a written response plan is created and a pre-event briefing is conducted. The response plan details how we seek to ensure all constitutional rights are protected while providing a safe public forum for the Board of Supervisors to conduct public meetings. In addition to planning and access to personnel, contracting with the Sheriff's Department also ensures the availability of additional law enforcement resources should they be needed.

**1. Provide your firm's background, including how many years you have been providing physical security services, and what your firm's core business and competencies are.**

The Orange County Sheriff-Coroner Department is the fifth largest Sheriff's department in the nation. Our multi-faceted law enforcement agency employs approximately 4,000 sworn and professional staff members and over 800 reserve personnel. Sheriff Don Barnes delegates authority to his executive team made up of one Undersheriff, five Assistant Sheriffs, one Executive Director and a Constitutional Policing Advisor who administer the daily activities of the Commanders and Directors at the division head level.

The Department consists of six organizational Commands comprised of twenty-two separate Divisions. The Executive Command includes Sheriff's Executive Management, Public Affairs & Community Engagement. The Administrative Services Command includes the Financial/Administrative Services Division, the Research & Development Division, and the Technology Division. The Professional Services Command consists of the Training Division, Professional Standards Division, S.A.F.E. Division, and Records Division. The Investigations and Special Operations Command includes Investigations Division, Special Operations Division, Coroner Division, the Orange County Crime Lab, and the Emergency Management Division. The Patrol Operations Command include North Operations, Southeast Operations, Southwest Operations, and Transit Operations. The Corrections and Court Operations Command consists of the Theo Lacy Facility, Court Operations Division, and the James A. Musick Facility. The Custody Operations Command includes the Central Jails Division, Intake and Release Center/Transportation, and Inmate Services (Attachment C-4).

Collectively, these Commands and Divisions provide a wide array of services that include air, land, and sea based patrol and investigative services to the unincorporated areas of Orange County and to contract and task force partners at the city and county level. Additional services and responsibilities include but are not limited to: state and federal task force participants, operation and management of the Orange County jail system including emergency communications, forensic and coroner services, Human Resources and personnel services, risk management and financial management.

Specifically, regarding Security Services the Orange County Sheriff's Department established the North Operations Security Bureau in 1984. This gives the North Operations Security Bureau 37 years of providing quality and seamless physical security services to buildings throughout Orange County.

**2. Provide relevant information demonstrating competence, knowledge and ability in the services to be provided; including supporting evidence of strength and stability of the firm; staffing capability; and current workload.**

The Orange County Sheriff's Department is among the largest in the nation, providing exemplary law enforcement services focused on a collaborative, dedicated and innovative approach to public safety.

Established in 1984, the North Operations Security Bureau provides responsive, professional and caring law enforcement services to all people of Orange County. Fifty five employees, both sworn and professional staff, make up the Bureau. Forty five Sheriff's Special Officers supported by a Bureau Commander, three sergeants, five deputy sheriffs and one clerical personnel ensure a uniform law enforcement presence is maintained at 25 county facilities

that contract with the Sheriff's Department. Such agencies include the Health Care Agency, Social Services Agency, the Orange County Clerk Recorder, County Executive Office, Assessor, Treasury/Tax Collector, Child Support Services, and the Hall of Administration.

The Security Bureau's mission is to provide a deterrent for unlawful activities and respond to emergencies and life threatening or serious crimes in progress at county buildings. We assist people in resolving problems through direct intervention or referral to an appropriate agency. We assist the citizens of Orange County, build and strengthen their capacity to resist crime and safely receive services.

### **Security Services Detail**

- Health Care Agency
- County Administration
- Sheriff's Headquarters
- Brad Gates Building
- Social Services

**3. Describe the organizational structure (chain of command) that would provide day-to-day security services to the OCFA. Provide names, qualifications and experience of key employees who would be responsible for operational management of these services. Itemize and enumerate positions by title (e.g., senior supervisor, shift supervisor, dispatcher, etc.)**

The Security Bureau is currently managed by Captain Dave Main. Captain Main has served with the Sheriff's Department for the past 19 years and has worked assignments ranging from Custody Operations, Patrol Operations and the Training Division among others. For the past two and a half years, Captain Main has been assigned to lead the Security Bureau. Three sergeants are assigned to the Security Bureau with Sergeant Rob Finn serving as the Administrative Sergeant, Sergeant Manny Fregoso overseeing the Social Services/ County Mental Health contract and Sergeant Tim Wayne supervising the Healthcare Agency, County Parks, District Attorney, and the Board of Supervisors contracts. Each of the Sergeants are extremely experienced and have an average service time with the department of over 25 years. All three of the Security Bureau Sergeants have a great depth of experience in field supervision of personnel having worked the majority of their careers in the Patrol Operations Division.

The contracts are worked on a daily basis by Sheriff's Special Officers with the assistance of Deputy Sheriff's and Sergeants assigned as supervisors. Sheriff's Special Officers are highly trained having received instruction while attending our 13 week training academy. During the Academy, and bi-annually, Sheriff's Special Officers are required to receive 24 hours of training and refreshers in the following areas:

#### **Perishable Skills:**

- Arrest Control Techniques - 4 hours
- Firearms Update - 4 hours
- Driving Simulator – 4 hours
- Tactical/ Interpersonal Communications – 2 hours

- Continued Professional Training – 10 hours of Ca. Peace Officer's Standards and Training (POST) certified course(s)

**Department Mandates:**

- CPR/AED (*every 2 year training cycle*)
- Less Lethal (*every 2 year training cycle*)
- Search and Seizure – 4 hours
- Ethical Decision Making – 2 hours
- Extremism Awareness – 2 hours

See attached organizational chart for the Security Bureau (Attachment C-1).

- 4. Provide information on your selection and hiring process for security guards that would be assigned to the OCFA post. Note: Evaluation of proposals will include proposer's ability and intent to assign security guard personnel to OCFA that are currently or have recently been employed in good standing by a public law enforcement agency.**

Staffing for security will be primarily by Sheriff's Special Officer IIs (SSO's). The Sheriff initially hires staff at the Sheriff's Special Officer I level. This is the entry level, training and learning level of this series. SSO I's must complete a 400 hour training curriculum and a firearms course within the first year of employment. Once the SSO I meets the criteria to apply for SSO II, an internal application is submitted.

Sheriff Human Resources screens all applications and supplemental information to identify qualified candidates. After screening, the more qualified candidates will be referred to the next step in the recruitment process. Minimum requirements for a SSO I include:

**Age:** Must be at least 20 years of age by the date of the written exam.

**Citizenship:** Must be a U.S. citizen or permanent resident alien who has filed for citizenship prior to the date of application.

**Education:** Must have a U.S. High School Diploma –OR- U.S. General Education Development Credential (GED) –OR- A California High School Proficiency Certificate –OR- Have attained a two-year or four-year degree from a U.S. accredited college or university.

**Background:** Must have no felony convictions as a juvenile or adult and cannot currently be on any form of probation AND must pass an extensive background investigation to the satisfaction of the Sheriff-Coroner. Must have no domestic violence convictions and cannot currently be the subject of a domestic violence restraining order.

**Driver's License:** Must possess a valid California Driver's License, Class C or higher by date of appointment.

**Written Exam: (Pass/Fail):** Applicants who meet the minimum qualifications will be invited to the written exam via email. The written exam consists of job-related, multiple choice questions.



**Pre-Investigative Interview (Refer/Non-Refer):** Applicants who pass the written exam will be administered a pre-investigative interview. This step will immediately follow the written exam.

**Physical Agility Test (Pass/Fail):** A physical agility test will be given on the same day to those who are referred from the pre-investigative interview. The physical agility test consists of five elements that are timed and scored. Applicants must be dressed in physical training attire to participate. Applicants who pass the physical agility test will be referred to the oral panel interview, commencing the following weeks.

- Trigger pull: Successfully pull the trigger of a revolver six times with each hand (double action).
- 12 sit-ups, 12 push-ups: Complete 12 sit-ups and 12 push-ups.
- Body Drag: Drag a 165 pound mannequin 12 feet on the ground.
- Obstacle Course: Navigate an obstacle course consisting of barricades, balance beam, hurdles, and window simulation
- 100-Yard Sprint: Sprint 100-yards on a flat surface.

**Oral Panel Interview (Refer/Non-Refer):** Candidates will be interviewed and rated by a panel comprised of subject matter experts and civilian personnel. Each candidate's rating will be based on responses to a series of structured questions designed to elicit the candidate's qualifications for the position. Those who score high enough on the oral panel interview will be scheduled for a background interview with a Background Investigator.

**Background Investigation:** Will include employment history, personal references, criminal history, credit history, a polygraph examination, medical examination, drug urinalysis test, and a written and oral psychological examination.

## 5. Provide information on your security guard training program.

The Sheriff-Coroner runs its own training program for Sheriff's Special Officers (SSO's). Staffing for security assignments is primarily handled by Sheriff's Special Officers II's (SSO II's). Staff are hired in at the entry level position of SSO I. SSO I's must complete a 400 hour training curriculum and a firearms course within the first year of employment. Once the SSO I meets the criteria below, they may apply for SSO II on an internal application.

### SPECIAL OFFICER II

Two (2) years of experience as a Sheriff's Special Officer I or equivalent experience with the County of Orange, or three (3) years of equivalent experience with another agency. (Equivalent experience may include responsible security patrol with authority to enforce laws and regulations and detain or restrain suspects and violators, or general law enforcement experience in the capacity of a peace officer as defined by the California Government Code.)

College level education or training that is directly related to the required knowledge, abilities and experience may be substituted for up to one (1) year of non - County of Orange experience based on two semester units for one month of experience or one hour of training for one hour of experience.

Experience in the Orange County classes of Correctional Services Technician (CST) or Sheriff's Correctional Services Assistant (SCSA) may be substituted for up to one (1) year of

the required experience based on one month of CST or SCSA experience for each month of required experience.

All Sheriff's Special Officers will have completed a minimum of 542 hours of formalized and on the job training prior to being assigned to any OCFA post. The minimum amount of training they will have completed will consist of the following:

<b>Training Hours</b>	<b>Training Course</b>
2	LD 01 – Leadership, Professionalism & Ethics
2	LD 02 – Criminal Justice System
2	LD 03 – Policing in the Community
3	LD 05 – Intro. to Criminal Law
5	LD 15 – Law of Arrest
3	LD 16 – Search and Seizure
2	LD 17 – Presentation of Evidence
2	LD 18 – Investigative Report Writing
3	LD 20 – Use of Force
2	LD 30 – Preliminary Investigation
12	LD 33 – Arrest and Control/Baton (10 hrs POST / 2 hours OCSD additional)
1	LD 39 – Crimes Against the Justice System
1	LD 42 – Cultural Diversity/Discrimination
2	Post Test/Test Review/Exit Exam
24	LD 35 – Firearms/Chemical Agents
11	Topic 1.0--California Criminal Justice System
5	Topic 2.0--Professionalism and Ethics
8	Topic 3.0 – Gangs
14	Topic 4.0--Communication
11	Topic 5.0 –Maintaining Security
4	Topic 6.0 – Booking, Receiving and Releasing
10	Topic 7.0 – Supervising Offenders
5	Topic 8.0 – Medical
2	Topic 9.0 – Classification of Offenders
4	Topic 10.0 – Cultural Awareness
12	Topic 11.0 – Report Writing and Record Keeping
7	Topic 12.0 – Emergency Procedures
2	Topic 13.0 – Visitation

Training Hours	Training Course
1.5	Topic 14.0 – Screening and Distribution of Supplies and Mail
3	Topic 15.0 – Transportation
2	Topic 16.0 – Testifying in Court
2	Topic 17.0 – Programs
3	Topic 18.0 – Assault and Abuse
34.5	Topic 19.0 – Defensive Tactics and Restraint Techniques
21	Topic 20.0 – Behavioral Health
21	Topic 21.0 –Physical Tasks and Conditioning
4	Multiple Choice Test (MCT)
3.5	800 MHz
13.5	Admin Time
4	Americans with Disabilities
12	Arrest/Control Techniques (will to survive-4 hrs, pepperspray-4hrs, body weapon-4hrs)
4	Basic Leadership
4	Communication Skills Test (8)
2.5	Control Panel Training
3	Custody & Court Operations Manual (CCOM) (Midterm Reviews)
4	Drug Symptomology
4	Emotional Wellness
4	FBR - Field Based Reporting
4	ICS Training (100/700 online) (Final Evaluations)
6.5	Inspections (12)
4	Jail Culture
3	Less Lethal Orientation
2	Logging/AJS
2.5	OCSD Use of Force/Liability Issues
19.5	Physical Training
8	Pre- Academy
4	Prison Rape Elimination Act
20	Remedial Instruction Reports (RIR/40 Blocks)
12	Tactical/Scenario Training (4 hrs Lecture, 8 hrs practical applications)
14	Team Building (Graduation)
4	Admin. Time

Training Hours	Training Course
21	First Aid/CPR
4	Report Writing
4	Laws of Arrest
4	Search and Seizure
4	Use of Force/Liability
3	Communication/Mental Illness
6	Electronic Control Device
20	Basic Shotgun
8	ACT (HG Retention/Take Aways, Carotid Control Holds)
12	Baton/Expand Baton Tech. (Redman Baton Drill), Transportation Considerations
4	Handgun – Low Light
16	Firearms
10	Scenario Training
5	Admin Time/Badge Pinning/PSD
4	Officer Safety

**6. Provide details on your company's retention plan for keeping staffing levels with the appropriate skills and qualifications.**

The Sheriff's Department recruits and runs continuous training academies to fill the Sheriff's Special Officer Classification as retirements, promotions or attrition occurs. This position is utilized throughout the County of Orange, so the Sheriff-Coroner is required to keep staffing levels with the appropriate skills and qualifications at all times. Additionally, the Sheriff-Coroner Department runs its own training academy and training for SSO's so training across all staff is consistent.

**7. What type of employee benefits does your firm offer full-time and part-time employees?**

SSO employees are represented by the Sheriff's Special Officers Bargaining Unit. The County of Orange offers a comprehensive benefit package to its employees including:

- Medical Insurance

- Dental Insurance
- Vision Insurance
- Life insurance
- Disability Insurance
- Annual Leave:
  - 19 days after the first year
  - 27 days after three years
  - 32 days after ten years
- Holidays (12 paid days per year)
- Tuition Reimbursement (\$10,000/fiscal year), fiscal year begins July 1<sup>st</sup> and ends June 30<sup>th</sup>
- Uniforms provided
- Alternative schedules are available
- Overtime Pay/Bilingual Pay

**8. Provide details on how your firm will meet the requirements for the Affordable Health Care Act.**

Per the Sheriff Special Officer Bargaining Unit MOU

**ARTICLE XIX INSURANCE**

**Section 1. Health Plans and Premium Contributions**

**A. Full Time Employees**

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:
  - a. Employee Only Coverage - eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program;
  - b. Employee and Dependent Coverage - seventy (70) percent of the total health plan premium, for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program.
  - c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.
3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps program.
4. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

**B. Part-time Employees**

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.

SSO – 89

2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

- a. Employee Only Coverage – forty-five (45) percent of the employee's premium or fifty (50) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program;
- b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee's eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee's eligible dependents if the employee completes the Healthy Steps (wellness incentive) program.
- c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

- a. Employee Only Coverage – one hundred (100) percent of the premium;
- b. Employee and Dependent Coverage – per subsection B.2.b above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this SSO – 90 program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse's health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

G. Effective January 1, 2008, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

## Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

C. The County shall provide for an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees, to change their enrollment in a County health plan.

D. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan.

## 9. Provide a description of Contractor's loss prevention and risk management program.

The Sheriff-Coroner has the S.A.F.E. (Strategy. Accountability. Focus. Evaluation.) Division. This Division reviews, enhances, and creates department policies, improves safety through compliance with all mandates, reduces liability, produces use of force statistical reports, analyzes trends, assists injured employees in their recovery and return to work, and tracks performance in support of our commitment to public service. The Sheriff-Coroner has an in house Risk Management Bureau.

### **Risk Management Bureau**



The Risk Management Bureau works in close collaboration on legal issues with County Counsel, the County's Risk Management Office, and contract legal counsel. The Bureau evaluates legislative mandates, policy, and procedures; provides training to mitigate risk to the department and its employees; and manages civil litigation that arises. The Risk Management Bureau oversees the Department's Return-to-Work Program and develops departmental performance measures.

### **Civil Litigation Unit**

In coordination with County Risk Management, the civil liability team investigates and manages all claims and lawsuits against the Department and strives to reduce liability exposure through proactive root cause and trend analysis.

### **Return to Work Unit**

Assists the County's Workers' Compensation Unit in processing, tracking and monitoring work-related injury claims. This unit strives to accomplish the goal of supporting injured employees and helping them return to work as quickly as possible.

#### **10. Describe how Contractor fills-in for unscheduled employee absence due to illness, family emergency, etc.**

In the case of unscheduled employee absences, the Security Bureau has three Sheriff's Special Officers (SSO's) assigned as vacation relief that can be utilized when they are available. If the SSO's assigned to vacation relief are already scheduled to other positions, personnel from other positions can be moved to cover any vacancies. In the event where all positions are at minimum staffing, SSO's from other shifts and other department work locations (Airport, Courts, Custody Operations etc.) will be contacted and paid overtime to work the vacant position.

#### **11. What will be the mode of communication between onsite staff, company management and the OCFA staff?**

Each of the employees of the Security Bureau are issued a Motorola APX 6000 handheld radio which has the capability of communicating with the Orange County Sheriff's Dispatch Center. Each of these radios also have the ability to transmit on the all-county emergency (Red) channel. In addition to these features, the radios also have the ability to switch to line of sight communication if the employees need to coordinate with each other while not interfering with the regular operational radio traffic.

All of the work locations staffed by the Security Bureau are provided one cellular phone for use in job related tasks. The cost of this cellular phone is generally worked into the contract for services provided.

#### **12. Provide an example of your post orders.**

Security Bureau POST Orders from Orangewood Children's Home will be attached (Attachment C-2).

**13. Provide examples of any forms that would be used such as daily activity logs, incident reports, etc.**

Daily activity log is attached (Attachment C-3).

**14. Describe what sets your firm apart from other security guard providers.**

The Orange County Sheriff's Department is a large, multifaceted police agency with a proud tradition of service to the resident of Orange County. It is the mission of the Sheriff's Department to provide responsive, professional caring police services to all people. We respond to calls for service promptly, protect lives and property to the very best of our abilities, initiate and maintain crime prevention programs, and apprehend criminal offenders.

The Orange County Sheriff's Department is the police force for 13 contract cities and in the unincorporated County areas. The Sheriff's Department provides a full range of police services to over 800,000 Orange County residents through 24-hour police patrols, investigative units, parking control, and vehicle abatement services. In addition, the Sheriff's Department provides traffic and commercial vehicle enforcement details in our incorporated cities. Working in close cooperation with contract city officials, the Sheriff's Department develops tailor-made city police operations headed by sworn management personnel who ensure that law enforcement needs are met efficiently and professionally.

The North Operations Security Bureau provides responsive, professional and caring law enforcement services to all people of Orange County. We have maintained uniformed law enforcement presence in 25 county facilities that contract with the Sheriff's Department. Such agencies include the Health Care Agency, Social Services Agency, the Orange County Clerk Recorder, County Executive Office, Assessor, Treasury/Tax Collector, Child Support Services, and the Hall of Administration.

The Sheriff-Coroner also runs its own recruitment and training program for Sheriff's Special Officers (SSO's). This keeps the training across all SSO's consistent and reduces the risk for potential liability. The Sheriff-Coroner is also a large law enforcement agency that is able to ensure seamless and uniform coverage for security assignments.

In addition to law enforcement services for the unincorporated areas and contract cities, the nearly 4,000 employees of the Orange County Sheriff's Department provide the following services to more than 3 million residents of the County of Orange: coroner, forensic science, correctional facilities, hazardous device squad, homicide detail, narcotics detail, helicopter response, dive team, cliff rescue team, emergency communications, court security, harbor patrol and many other services. The total modified operating budgets for Fiscal Year 2019-20 is \$754,741,066 and Fiscal Year 2020-21 is \$832,982,422.

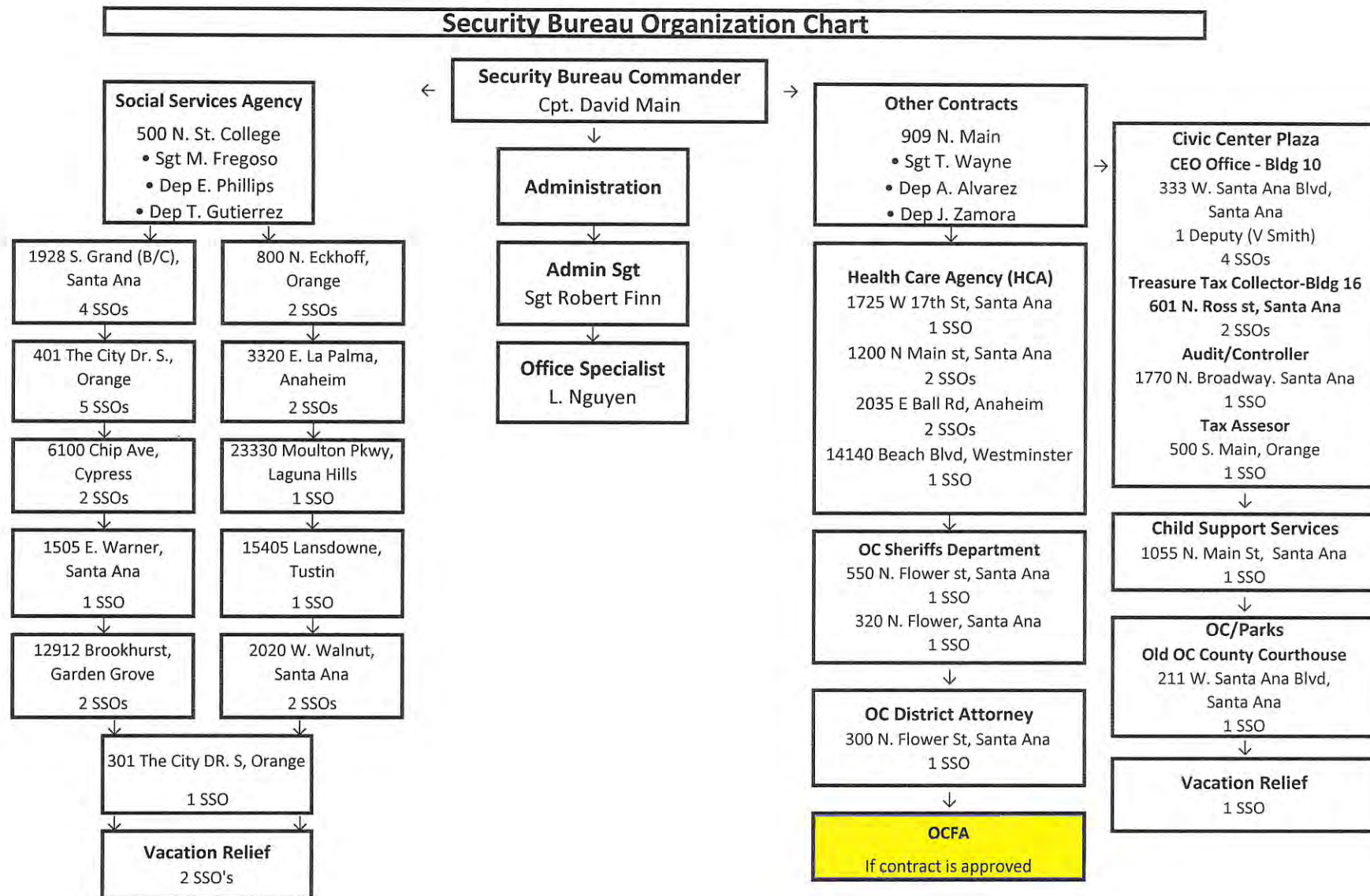
**Attachments**

Attachment C-1 – Security Bureau Organizational Chart

Attachment C-2 – Orangewood Post Orders

Attachment C-3 – Daily Activity Log

Attachment C-4 – Orange County Sheriff's Department Organizational Chart



**OCFC Post Orders**  
**Updated: 04-03-2021**

**ORANGE COUNTY SHERIFF'S DEPARTMENT**  
**NORTH OPERATIONS DIVISION**  
**SECURITY BUREAU**

**FACILITY POST ORDERS**

**Facility:** Social Services Agency, Orangewood Children and Family Center (OCFC)  
**Location:** 401 The City Drive South, Orange, CA 92868  
**SSO Desk:** 714-935-6915  
**Courtesy Desk:** 714-935-7040  
**Fax:** 714-935-6485  
**Cell Phone:** 714-659-1238  
**Call Signs:** 18-36-31, 18-36-32, 18-36-33, 18-36-34, 18-36-35

**Logging:** Grid: 799C5      Comm: OW      Zone: 024

<b>Schedule:</b>	<b>Position 18-36-31</b>	Wed – Sat (E/O Wed off) Every other Sat	0600-1800 (12 hours) 0600-1400 (8 hours)
	<b>Position 18-36-32</b>	Wed – Sat (E/O Wed off) Every other Sat	1800-0600 (12 hours) 2200-0600 (8 hours)
	<b>Position 18-36-33</b>	Sun – Wed (E/O Wed off) Every other Tues	0600-1800 (12 hours) 0600-1400 (8 hours)
	<b>Position 18-36-34</b>	Sun – Wed (E/O Wed off) Every other Tues	1800-0600 (12 hours) 2200-0600 (8 hours)
	<b>Position 18-36-35</b>	Sat – Tues	1200-2200 (10 hours)

**Parking:** Sheriff's Special Officer's will park *[redacted]*.

**Lockers:** Lockers for Sheriff's Special Officers assigned to OCFC are located on the second floor, room number *[redacted]*.

**Equipment:** The Sheriff's Pac-set will be kept in the Sheriff's Special Officer's locker room. The keys and cell phone will be kept at the Sheriff's Special Officer's desk.

<b>Facility</b>	Key # <i>[redacted]</i>	All Perimeter Gates
<b>Keys:</b>	Key# <i>[redacted]</i>	All Interior and Exterior Doors of Facility (Master)
	Key# <i>[redacted]</i>	Admin offices on Second Floor of Admin Building
	Key# <i>[redacted]</i>	Triangle Room and Laundry Room

**OCFC Post Orders**  
**Updated: 04-03-2021**

**Facility Mission:**

The mission of Orangewood Children and Family Center is to provide temporary protective housing to children who are victims of abuse, crimes, or when there is no parent or guardian to provide care and shelter.

**Special Security Concerns:**

Social Services Agency personnel and staff at the OCFC are responsible for providing care to the children and every day operations of the facility. Occasionally, residents become disruptive and assault others, including staff. SSA personnel are responsible for responding to these incidents, most of which are resolved without outside assistance.

Assigned Sheriff's Special Officers will respond to non-emergency disturbances in the housing areas **only** if requested by the assigned Duty Officer or a Supervisor of OCFC. In the event of an emergency or exigent circumstances, Sheriff's Special Officers may respond prior to the approval of an OCFC Duty Officer or Supervisor. When responding to calls for assistance, assigned Sheriff Special Officers must evaluate the situation, keeping in mind the involved parties are juveniles and that OCFC is not a detention facility. If asked to intervene, the Sheriff's Special Officer will handle the situation in accordance with State law and the Orange County Sheriff's Department's Rules and Regulations. All incidents must be documented on a Daily Log with reference to the Supervisor that requested assistance. A Social Services Supervisor (SSS) will be notified about the incident by the Security Bureau Sergeant as soon as reasonably possible.

If further assistance is necessary, request a patrol unit to respond via yellow channel. Any patrol deputy that arrives will be briefed by the Sheriff's Special Officer.

OCFC staff may utilize the cell phone as a primary method to contact the Sheriff's Special Officer. In addition, an emergency 800 MHz radio is available in the OCFC Administration office in the event of an unforeseen emergency.

**Orangewood Children and Family Center Runaways**

OCFC provides protective housing for minors and is not a secured detention facility. Most minors at OCFC are victims of crimes and/or are from unfit homes. Upon determination that a youth is absent without permission, OCFC staff (Courtesy Desk/Cottage Supervisor/Duty Officer) will notify the onsite OCFC Sheriff's Special Officer, who will initiate law enforcement recovery efforts. In addition to the information provided by the Group Counselor, the Courtesy Desk will provide all other pertinent information to assist in recovery (e.g., previous addresses, possible community contacts, etc.).

Minors who run away from OCFC fall within the following classifications: ***Critical Runaway and Chronic Runaway.***

**OCFC Post Orders**  
**Updated: 04-03-2021**

**Critical Runaway:**

Sheriff's Special Officers will initiate highest priority law enforcement recovery response for a youth determined by OCSD standards (outlined below) to be a "critical runner" as individually assessed under the following conditions:

- Presents immediate risk to the health and safety of others in the community.
- Presents an immediate risk to self, based on suicidal ideation or medical issues.
- Has a medical condition requiring medication or a special diet that would create an immediate health and safety risk for the youth if these critical care needs are not fulfilled.
- Suicidal ideation/medical risk is individually determined further by a current propensity for running or a history of running away thereby presenting an immediate risk to self.
- Is 12 years of age or under, and unable to make decisions regarding self-protection due to their young age.
- Is developmentally delayed to the extent that they are unable to make decisions regarding self-protection appropriate with chronological age.

OCFC staff will notify the Sheriff's Special Officer of the critical runner and furnish the runner's name, DOB, physical description, clothing description and direction of travel, if known. The Sheriff's Special Officer will notify OCSD dispatch and request a "General Broadcast" over Red Channel and have Orange PD notified. **An OCSD Patrol Unit will respond and will initiate a missing persons report.** The Sheriff's Special Officer will assist the Patrol Deputy with obtaining any information necessary of the critical runner to complete the report such as a photograph, medical release form, detention court report.

**The OCFC staff has the ability to prevent the minor from leaving the facility because they are considered at imminent risk by OCFC standards.**

When advised of a critical runner, the Sheriff's Special Officer will check the immediate area of OCFC for the runner's whereabouts and assist OCFC staff with any critical runner found **within OCFC grounds**. The Sheriff's Special Officer will treat the critical runner as a disruptive juvenile and let the OCFC staff handle.

If you encounter a critical runaway **outside of OCFC**, the Sheriff's Special Officer will encourage them to return to OCFC. If they voluntarily agree to return, accompany them back to the facility. If they refuse to return voluntarily, the Sheriff's Special Officer should use minimal intervention to return the runaway to the facility. Minimal intervention is described



**OCFC Post Orders**  
**Updated: 04-03-2021**

as those reasonable actions that will assist the minor to return voluntarily, but does not rise to the level of force options.

A Sheriff's Special Officer should follow the juvenile to ascertain an accurate direction of travel, however, if they flee **do not pursue off OCFC grounds (This includes the riverbed)**. Advise dispatch by Pac-set of pertinent information including, the runaway's name, DOB, gender, physical description, clothing, last direction of travel and critical information to assist area patrol units in the search.

Any contact with an OCFC runaway will be documented on your Daily Activity Log. This entry should also include a brief statement regarding their physical condition and any apparent injuries.

**Chronic Runaway:**

Most OCFC runaways fall under this classification. The on-duty Sheriff's Special Officer will notify OCSD dispatch, request a DR #, and complete a missing juvenile report. OCFC staff will provide the Sheriff's Special Officer with the necessary information for the report. The Sheriff's Special Officer will notify Sheriff's Teletype *[redacted]* and provide them with the information required to enter the minor into the NCIC system as a runaway. This will be done as soon as possible and within 4-hours from the time the Sheriff's Special Officer was notified that the minor had run.

The Sheriff's Special Officer will also obtain a color photograph, **not a photocopy**, of the runaway juvenile from the Orangewood staff and have the assigned Duty Officer or a Supervisor sign the medical release form. If a color photograph is unavailable at the time, a black and white photograph is acceptable. The Sheriff's Special Officer will attach the photograph and medical release form to the report in FBR. The Sheriff's Special Officer will also, if available, attach the juvenile's detention court report to the missing person's report in FBR. These two reports are normally for first-time runners and do not need to be attached on subsequent run away reports of the same juvenile. The FCN will be noted in the report and the Daily Activity Log.

A response from a Patrol Deputy will not be necessary unless the minor is determined to be a critical runner. If you encounter a chronic runner, notify dispatch of your activity and location.

**No force, including control holds, handcuffs, or tasers will be utilized to return a minor, who is classified as a chronic runaway, back to the facility unless it is necessary to protect yourself or others from physical attack. A voluntary compliance should be encouraged.**



**OCFC Post Orders**  
**Updated: 04-03-2021**

**Returned Runaways:**

The OCFC Intake Staff will notify the Sheriff's Special Officer of a returned runaway. If the minor returns voluntarily or is brought in by someone other than a law enforcement agency, the Sheriff's Special Officer will complete a "Return Juvenile" report on a Supplement report form and ensure the minor is removed from the NCIC database by notifying Sheriff's teletype [redacted]. The Sheriff's Special Officer will provide Teletype with the original DR # to clear the juvenile from the missing person's system. The original DR # will be used for the returned juvenile report. The FCN will be noted in the report and activity log. If the minor is returned by a law enforcement agency, verify with the agency that they are going to make the notification. The FCN will be noted in the report and activity log. The event will be documented in the Daily Activity Log and the Run Log.

If the minor runs from a group home and OCFC accepts them, the on-duty Sheriff's Special Officer will complete an Information- AOA (Agency Name) report documenting the incident as described above.

The reporting agency's original DR # (if available) will be referenced in the notification and noting the FCN in the report. A log entry titled "Returned Juvenile" will be noted in the activity log, including the FCN.

**Run Log:**

Sheriff's Special Officers assigned to OCFC SHALL maintain and update the OCFC Run Log. This log is an important investigative tool designed to help keep track of DR #'s, FCN's and juvenile's names in the event quick access to the information is needed. The log SHALL be updated after every run from or return to OCFC. For juveniles who are returned from an outside agency, the name of the agency, DR#, name, and badge # of the officer returning the juvenile should be recorded in the run log.

**Parking Enforcement:**

Sheriff's Special Officers assigned to OCFC are responsible for parking enforcement at OCFC.

Staff members are [redacted]. Visitor parking permits will be issued and stamped with the day and month for which the permit is in effect.

The visitor permits shall be placed on the dashboard of the vehicle.

The night staff at OCFC is routinely scheduled from 2200-0800 hours. They are allowed to park without a permit in [redacted]. Occasionally, the staff is required to stay until 1000 hours, therefore, Sheriff Special Officers shall not cite vehicles in the facility parking lot before 1000 hours. **However**, the SSO may cite a vehicle before 1000 hours, if the driver is witnessed exiting a vehicle parked in the facility lot and walking toward Theo Lacy, the courthouse or anywhere else not

**OCFC Post Orders**  
**Updated: 04-03-2021**

associated with OCFC.

**Adjoining Facility Responsibilities:**

Sheriff's Special Officers assigned to OCFC do not have responsibility for any other parking enforcement and/or responses to the parking structures. However, the following is provided for informational purposes, if there is a case where they may be required to respond: The parking structures across from Juvenile Hall are County properties and are also serviced by the Sheriff's Department – North Operations. One structure is for employee parking and the other is for public/pay parking.

**SSO General Duties:**

Ensure the safety of OCFC staff, residents and visitors.

**SSO Specific Duties:**

- Monitor visitors throughout the facility including the main lobby, courtesy desk area, visiting area, intake area, and family visitation center.
- Conduct interior and outer perimeter checks regularly.
- Provide escorts to staff going to and from the parking areas as requested.
- Respond to disturbances within housing areas as requested.
- Enforce parking regulations in facility parking lots.
- Conduct foot patrol-checks of perimeter fence and respond to calls and/or observations of persons contacting children or attempting illegal entry.

OCFC Post Orders  
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**CHILD ABUSE SERVICES TEAM (CAST)**  
**ORANGEWOOD CHILDREN & FAMILY CENTER (OCFC)**

**Hours of Operation:** Mon-Fri 0800-1700 Hours

**Reception Phone #** [redacted]

**Site Manager** [redacted]

CAST is fully operational at OCFC. CAST normal hours of operation are Mon-Fri from 0800 to 1700 hours. However, there may be times when therapists or other CAST staff personnel meet with children before and after the normal hours of operation.

There will be approx. 20 CAST staff members on site and they will be located in the north part of the Administration Building's first floor and in what use to be the Nursery Cottage. There is also an on-duty District Attorney.

The CAST staff members have been directed to use the parking structure to park their personal vehicles. Public persons may use the OCFC front visitor's parking lot and will be required to obtain a parking permit from CAST reception.

CAST has a reception area located in front of OCFC. The doors to CAST reception will remain open during normal business hours. After-hours entrance into the reception area will be by key-card only. No Sheriff's Special Officer will enter the CAST Cottage unless directed to do so by CAST management or unless dispatched there. Children in the CAST Cottage are being monitored by CAST personnel and the children are awaiting possible CAST interviews. CAST does not want a uniformed presence to hinder the children or the investigation.

Be aware the CAST reception area is most likely going to be where the non-offending parent will be. However, in some cases, the non-offending parent may turn into an offending parent and the possibility of CAST taking children into their protective custody may occur.

Children taken into protective custody will be placed into the care of OCFC and will complete the intake process.

CAST also conducts interviews of developmentally disabled adults who are victims of crime.

**OCFC Post Orders**  
**Updated: 04-03-2021**

**Daily Scheduled Duties:**

**0800 - 2000** Monitor visiting area, remain highly visible. (You may respond to emergency calls for service, however, your primary duty is to remain in visiting during these hours).

Additional attention to parking enforcement may be needed during visiting hours.

**2000 - 2200** Check the perimeter fence and ensure all gates are locked. OCFC staff is responsible for securing the perimeter gates, exterior doors of the school, gym, administration building, laundry or kitchen.

**2200 - 2230** Stand-by in the parking lot area of OCFC and provide security for OCFC staff going to and from their vehicles.

**2230 – 0800** Foot patrol perimeter and outside grounds. Escort staff to the employee parking structure when requested. Remain visible.

**Notifications:**

As per established Security Bureau procedures, Sheriff's Special Officers will notify a Security Bureau Sergeant of all sensitive or emergency situations including but not limited to: medical aids, use of force, or any criminal incident that results in a physical arrest and/or citation. If one is not available, the East/West North Operations Sergeant on duty will be notified by telephone or via the Pac-set.

After this notification, Sheriff's Special Officers will notify the Duty Officer or Supervisor of any of the above listed incidents except criminal citations. This information is required to facilitate the completion of a SSA Special Incident Report.

SSA personnel are responsible for the completion of this report; however, assigned Sheriff's Special Officers will provide necessary information. These reports are not OCSD documents and in no way replace documentation required by established Security Bureau Policies and Procedures.

After approval by a Security Bureau Sergeant, copies of activity logs and/or reports will be forwarded to the OCFC Manager upon request.

**Facility Emergency Plan**

Assigned Sheriff's Special Officers are responsible for developing a working knowledge of facility specific evacuation routes and emergency procedures.

**OCFC Post Orders**  
**Updated: 04-03-2021**

**Appendices:**

Appendix A Facility map and floor plan

Appendix B Facility emergency procedures and evacuation plan

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Lieutenant Dave Main  
North Operations – Security Bureau

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Denise Churchill  
Deputy Director /Family Assessment  
and Shelter Services



# 14140 Beach Blvd

Date	Time	Incident	Notes	Name
03/01/21	8:00	10-8	J. Duarte #9391 In uniform compliance Pac-Set #23105 Taser #X120038FX / 90%	J. Duarte
	8:25	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	9:15	Other	Monitored lobby area.	J. Duarte
	10:30	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	10:35	Citizen Assist	Redirected citizen to West Court to pay a ticket.	J. Duarte
	11:00	Other	Monitored lobby area.	J. Duarte
	12:05	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	12:50	Other	Monitored lobby area.	J. Duarte
	13:35	Monitor Interview	I received a call from the front desk asking I stand by while a clinician interviewed a client in the lobby area. Client has a history of becoming irate if things don't go his way. I stood by - Code 4.	J. Duarte
	14:15	Other	Monitored lobby area.	J. Duarte
03/02/21	15:30	5150 Hold	Mental Health Clinician [redacted] requested I stand by for a 5150 hold on her client [redacted]. [Redacted] stayed calm while waiting for transport to the hospital. [Redacted] was transported to Huntington Beach Hospital by Premier Ambulance. Reference Run # [redacted].	J. Duarte
	17:10	10-7	Secured equipment. (Stayed over 1 hour for a hold; Sgt Wayne advised via email.)	J. Duarte
03/03/21	12:00	10-8	J. Duarte #9391 In uniform compliance Pac-Set #23105 Taser #X120038FX / 90%	J. Duarte
	12:15	Other	Monitored lobby area.	J. Duarte
	12:50	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	14:00	Other	Monitored lobby area.	J. Duarte
	15:10	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	16:30	Other	Monitored lobby area.	J. Duarte
	17:15	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	18:45	Other	Monitored lobby area.	J. Duarte
	19:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	19:45	10-7	Secured equipment.	J. Duarte
03/04/21	12:00	10-8	J. Duarte #9391 In uniform compliance Pac-Set #23105 Taser #X120038FX / 90%	J. Duarte
	12:10	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	12:40	Other	Monitored lobby area.	J. Duarte
	15:05	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:55	Other	Monitored lobby area.	J. Duarte
	16:00	Citizen Assist	Client walked up to me and asked if she should report a possible scammer who prepared and filed her taxes this year. She states it has been two days since he filed them through his cellular phone. She believes he is possibly scamming alot of people from a Huntington Beach halfway house. The halfway house is where she met the (possible scammer). I informed of my jurisdiction and suggested her to call Huntington Beach PD should she feel the need to report it .	J. Duarte
	16:10	Other	Monitored lobby area.	J. Duarte
	17:00	Other	Stood by the southeast parking lot for employees at the end of their shift.	J. Duarte
	17:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	18:20	Other	Monitored lobby area.	J. Duarte
03/05/21	19:05	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	19:45	10-7	Secured equipment.	J. Duarte
03/06/21	8:00	10-8	J. Duarte #9391 In uniform compliance Pac-Set #23105 Taser #X120038FX / 90%	J. Duarte
	8:15	Patrol Check	Patrol checked facility, parking lot and conducted a Perimeter check.	J. Duarte
	8:40	Other	Advised Deputy Zamora that I did recieve a new ID card however, it was still inactive . I have no access on it as of today.	J. Duarte
	9:00	Other	Monitored lobby area.	J. Duarte
	9:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	10:15	Other	Monitored lobby area.	J. Duarte
	11:20	Citizen Contact	Made contact with HCA Client [redacted] and asked him to secure his shopping cart full of belongings outside of the building as it was obstructing the common area. He complied - code 4.	J. Duarte
	11:40	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	12:30	Other	Monitored lobby area.	J. Duarte
	14:00	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
03/07/21	15:05	Other	Monitored lobby area.	J. Duarte
	15:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:48	10-7	Secured equipment.	J. Duarte
03/08/21	8:00	10-8	J. Duarte #9391 In uniform compliance Pac-Set #23105 Taser #X120038FX / 80%	J. Duarte
	8:10	Patrol Check	Patrol checked parking lot and conducted a perimeter check.	J. Duarte
	8:55	Other	Monitored lobby area.	J. Duarte
	10:17	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	10:45	Other	Monitored lobby area.	J. Duarte
	10:50	Medical Aid	Saw a client take a knee and having trouble breathing while waiting in the lobby area. I responded and offered medical aid. Client is [redacted]. [Redacted] refused medical aid multiple times saying "F*** the medics they just let you die! What a waste of time!" I asked reception staff if we can have an in house nurse or doctor take his vitals. [Redacted] responded and took his vitals and said they were normal. [Redacted] stated he has these "seizures" every 4 to 6 months because he is diabetic and suffers from high blood pressure. He said he needed to eat and had his meal with him. I assisted him up and offered him a chair and table to eat at. [Redacted] looked better after eating. Mental Health Clinician [redacted] was on scene and further assisted [redacted] with his mental health needs. No further action taken.	J. Duarte
	12:15	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	13:30	Other	Monitored lobby area.	J. Duarte
	14:25	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:10	Other	Monitored lobby area.	J. Duarte
03/09/21	15:40	Patrol Check	Building walk through conducted.	J. Duarte
	15:50	10-7	Secured equipment.	J. Duarte
			Logs for the week reviewed for accuracy and thoroughness	Sgt. Wayne



## Attachment C-3 -- Daily Activity Log

Date	Time	Incident	Notes	Name
03/08/21	8:00	10-8	J. Duarte #9391 In uniform compliance Pac-Set #23105 Taser #X120038FX / 80%	J. Duarte
	8:10	Other	Stood by the southeast parking lot while employees arrived to work.	J. Duarte
	8:25	Citizen Assist	Redirected citizens looking for West Justice Court.	J. Duarte
	8:30	Patrol Check	Patrol checked parking lot - conducted a perimeter check.	J. Duarte
	9:50	Other	Monitored lobby area.	J. Duarte
	10:40	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	11:15	Other	Started Mandatory Workplace Harrassment Prevention Training. (End time 12:30)	J. Duarte
	12:50	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	13:45	Other	Monitored lobby area.	J. Duarte
	14:30	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:15	Other	Monitored lobby area.	J. Duarte
	15:46	10-7	Secured equipment.	J. Duarte
03/09/21	12:00	10-8	J. Duarte #9391 In uniform compliance Pac-Set #23105 Taser #X120038FX / 80%	J. Duarte
	12:10	Other	Monitored lobby area.	J. Duarte
	12:45	Assist Outside Agency	Assisted [redacted] - HCA Supervisor in unloading computer monitors from an employee's POV. (Self-Initiated)	J. Duarte
	13:55	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	14:40	Other	Monitored lobby area.	J. Duarte
	15:50	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	16:30	Other	Monitored lobby area.	J. Duarte
	17:00	Other	Stood by the southeast parking lot for employees at the end of their shift.	J. Duarte
	17:40	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	18:20	Other	Monitored lobby area.	J. Duarte
	19:25	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	19:47	10-7	Secured equipment.	J. Duarte
03/10/21	12:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (80%) Cartridges #C4105YW4T & C4105YHNW.	J. Duarte
	12:08	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	12:40	Other	Monitored lobby area. (Mental Health Clinician [redacted] advised she anticipates placing her client last name of [redacted] on a 5150 hold based her evaluation over the phone. [Redacted] has an appointment with her at 1500 hours. [Redacted] did not request I stand by as it might agitate her client.)	J. Duarte
	15:01	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:35	Monitor Interview	I walked through the Sunset Conference room where Mental Health Clinician [redacted] was interviewing her client [redacted]. I stood by from a distance and did not hear or observe any 925 Behavior - Code 4.	J. Duarte
	16:20	Other	Monitored lobby area.	J. Duarte
	17:00	Patrol Check	Stood by the southeast parking lot for employees at the end of their shift. Parking lot and perimeter check conducted.	J. Duarte
	17:40	Other	Monitored lobby area.	J. Duarte
	18:40	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	19:20	Other	Monitored lobby area.	J. Duarte
	19:45	10-7	Secured equipment.	J. Duarte
03/11/21	8:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (80%) Cartridges #C4105YW4T & C4105YHNW.	J. Duarte
	8:10	Other	Monitor lobby area.	J. Duarte
	9:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	10:15	Other	Monitor lobby area.	J. Duarte
	11:13	Citizen Contact	(Positive contact) Provided client waiting in the lobby area with a water bottle upon his request.	J. Duarte
	11:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	12:40	Other	Monitor lobby area.	J. Duarte
	13:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	14:35	919/415	Client became loud while speaking to his counselor, I stood by and the subject lowered his voice. Other building counselors advise that the client is known for being loud but non threatening against staff - Code 4.	J. Duarte
	15:15	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:45	10-7	Secured equipment.	J. Duarte
03/12/21	8:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (80%) Cartridges #C4105YW4T & C4105YHNW.	J. Duarte
	8:20	Other	Monitor lobby area.	J. Duarte
	9:00	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	10:05	Other	Monitor lobby area.	J. Duarte
	11:00	Patrol Check	patrol checked facility, parking lot and conducted a Perimeter check.	J. Duarte
	11:15	Other	While on a perimeter check, I saw and met with Sergeant T. Wayne. I advised all code 4 - no issues or concerns to report.	J. Duarte
	11:55	Other	Monitor lobby area.	J. Duarte
	12:30	Other	Family member advised of a 920A in the area [redacted]. They advised a report had already been taken by Westminister PD. I Took a picture of the BOLO and Gathered their contact information [redacted].	J. Duarte
	13:00	Patrol Check	Patrol checked the parking lot and conducted a perimeter check.	J. Duarte
	13:30	Other	Monitor lobby area.	J. Duarte
	15:10	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:45	10-7	Secured equipment.	J. Duarte
03/15/21			Logs Reviewed	Sgt. Wayne
	8:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (80%) Cartridges #C4105YW4T & C4105YHNW.	J. Duarte
	8:20	Patrol Check	Patrol checked the facility and conducted a perimeter check.	J. Duarte
	9:00	Other	Monitor lobby area.	J. Duarte



## Attachment C-3 -- Daily Activity Log

Date	Time	Incident	Notes	Name
	10:40	Patrol Check	Patrol checked the parking lot and conducted a Perimeter check.	J. Duarte
	11:05	Citizen Assist	While on a patrol check in the parking lot, I was waved down by a citizen who needed help translating an official document. [Redacted] only speaks spanish. I explained to [redacted] he was served an eviction notice by the Sheriff's Department. [Redacted] said he has no where to go and doesnt plan on moving from his residence. I provided [redacted] resources and advised he consult with an attorney. No further action taken.	J. Duarte
	12:00	Other	Monitor lobby area.	J. Duarte
	13:15	Patrol Check	Patrol checked the parking lot and conducted a Perimeter check.	J. Duarte
	14:25	Other	Monitor lobby area.	J. Duarte
	15:35	Assist Outside Agency	HCA clinician [redacted] advised she might need me to stand by for a possible 5150. She requested I don't respond or walk through unless she calls as it might trigger her client. Interview taking place in the Sunset conference room second floor northeast corner of the building.	J. Duarte
	15:55	Patrol Check	While conducting my last building patrol check, I heard a client raising his voice and being verbally aggressive towards staff. I stood by in the hallway, until HCA clinician [redacted] confirmed she was placing her client on a hold.	J. Duarte
	16:00	5150 Hold	[Redacted] was placed on a hold for danger to others. [Redacted] advised [redacted] has had multiple encounters with law enforcement and would fight if told he is being placed on a hold. [Redacted] appeared to be angry and agitated with an aggressive history. Deputy Alvarez was advised and responded. At about 17:35 hours the ambulance arrived on scene. [Redacted] was transported to Anaheim Global Hospital for further evaluation- Run # 21-14633. (Disposition Mental Health)	J. Duarte
	17:45	Other	Log update and emailed Sergeant Wayne (stayed over 2 hours)	J. Duarte
	17:57	10-7	Secured equipment.	J. Duarte
03/16/21	12:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (80%) Cartridges #C4105YW4T & C4105YHNNW.	J. Duarte
	12:30	Patrol Check	Patrol checked the parking lot and conducted a perimeter check.	J. Duarte
	13:40	Other	Deputy Alvarez stopped by and provided me with a new disinfectant spray bottle.	J. Duarte
	15:20	Patrol Check	Patrol checked the parking lot and conducted a perimeter check.	J. Duarte
	15:50	Other	Monitor lobby area.	J. Duarte
	17:00	Patrol Check	Stood by the southeast parking lot for employees at the end of their shift. Parking lot and perimeter check conducted.	J. Duarte
	18:00	Other	Monitor lobby area.	J. Duarte
	19:14	Patrol Check	Patrol checked the parking lot and conducted a perimeter check.	J. Duarte
	19:45	10-7	Secured equipment.	J. Duarte
03/17/21	12:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (80%) Cartridges #C4105YW4T & C4105YHNNW.	J. Duarte
	12:20	Patrol Check	Patrol checked facility and conducted a perimeter check.	J. Duarte
	14:00	Patrol Check	Patrol checked facility and conducted a perimeter check.	J. Duarte
	14:15	Monitor Interview	HCA Clinician requested i periodically check on her while she interviews her client in the lobby conference room. Her client is described to have agresive behavior tendencies and she didnt feel 100 percent safe. I told her not to worry about her safety that I would stand by just outside of the door. 10-6 on stand by- Code 4 no further to report.	J. Duarte
	14:40	5150 Hold	[Redacted] advised she was going to see a patient with a history of violent behavior in the building clinic. I monitored the visit. Mental Health Clinician [redacted] also consulted with [redacted] client and decided to place him on a 5150 hold. Client [redacted] became irate only after being strapped to a gurney. I made no physical contact with [redacted]. He was transported via ambulance to Huntington Beach Hospital - code 4. (Reference Run # [redacted]). End time 1600 hours.	J. Duarte
	16:05	Other	Updated log and monitor lobby area.	J. Duarte
	17:00	Patrol Check	Stood by the southeast parking lot for employees at the end of their shift. Parking lot and perimeter check conducted.	J. Duarte
	18:50	Patrol Check	Patrol checked facility and conducted a perimeter check.	J. Duarte
	19:15	Other	Monitor lobby area.	J. Duarte
	19:45	10-7	Secured equipment.	J. Duarte
03/18/21	8:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (80%) Cartridges #C4105YW4T & C4105YHNNW.	J. Duarte
	8:25	Other	Monitor lobby area.	J. Duarte
	9:45	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	10:30	Other	Monitor lobby area.	J. Duarte
	11:10	Patrol Check	Patrol checked the parking lot and conducted a Perimeter check.	J. Duarte
	12:00	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	13:55	Other	Monitor lobby area.	J. Duarte
	15:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:47	10-7	Secured Equipment.	J. Duarte
03/19/21	8:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (80%) Cartridges #C4105YW4T & C4105YHNNW.	J. Duarte
	8:15	Other	Monitor lobby area.	J. Duarte
	9:25	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	10:50	Other	Monitor lobby area.	J. Duarte
	11:45	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	12:30	Other	Monitor lobby area.	J. Duarte
	14:00	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	14:30	Other	Monitor lobby area.	J. Duarte
	15:05	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:48	10-7	Secured equipment.	J. Duarte
			Reviewed Logs	Sgt. Wayne
03/22/21	8:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (2bars) Cartridges #C4105YW4T & C4105YHNNW.	J. Duarte
	8:15	Other	Monitor lobby area.	J. Duarte
	9:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte



## Attachment C-3 -- Daily Activity Log

Date	Time	Incident	Notes	Name
	10:55	Other	Monitor lobby area.	J. Duarte
	12:00	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	13:30	Other	Monitor lobby area.	J. Duarte
	14:20	Monitor Interview	HCA Service Chief [redacted] requested I stand by and monitor an interview. Client was became irate and verbally aggressive towards staff. I stood by - Code 4.	J. Duarte
	14:55	Information Report	HCA Service Chief [redacted] approached me to inform that a client [redacted] threatened to come to this (HCA Westminster) office and "shoot it up." Apparently the client was upset after being billed for a consult she had at the office on Wednesday March 10th 2021. [Redacted] did not speak to staff at the Office (HCA Westminster). A message was relayed from the HCA Billing Department to [redacted]. HCA Senior Building Specialist [redacted] called [redacted] to inform of the possible threat. [Redacted] did not request a formal report however did want to advised law enforcement. I called OCSD teletype and ran the client (not in-custody check) for any outstanding warrants or any registered firearms. [Redacted] came back no wants but did have a semi automatic rifle registered to her [redacted]. [Redacted] registered address [redacted]. Transaction date 11-19-2014. I spoke to Deputy Alvarez and advised of incident. I requested a DR number for information report [redacted]. I called [redacted] and got her statement. [Redacted] said she received a call from [redacted] at about 1445 hours (March 22, 2021). [Redacted] said [redacted] was very upset over the phone about a phone consult bill she recieved in the amount of \$254.61. At the end of the call, [redacted] yelled out of frustration "I dont want anymore services! I want to go shoot everyone!" then got disconnected. When I asked [redacted] where she believed [redacted] wanted to shoot everyone at? She said she believed it was the HCA Westminster office since [redacted] did not know where the billing department's office was located. An Orange Couny Intelligence Assesment Center Tip was submitted. Reference (Tracking #[redacted]).	J. Duarte
	16:38	10-7	Secured equipment. [Extended Shift (.45 OT) to gather pertinent information and submit the OCIAC Tip.]	J. Duarte
03/23/21	12:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (2bars) Cartridges #C4105YW4T & C4105YHNNW.	J. Duarte
	12:15	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	13:40	Other	Monitor lobby area.	J. Duarte
	14:00	Report Writing	DR [redacted].	J. Duarte
	14:45	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:40	Other	Monitor lobby area.	J. Duarte
	16:25	Patrol Check	patrol checked facility and parking lot	J. Duarte
	17:50	Other	Monitor lobby area.	J. Duarte
	18:30	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	19:00	Other	Monitor lobby area.	J. Duarte
	19:30	Patrol Check	Last patrol check conducted	J. Duarte
	19:45	10-7	Secured equipment.	J. Duarte
03/24/21	12:05	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (2bars) Cartridges #C4105YW4T & C4105YHNNW.	J. Duarte
	12:20	Assist Outside Agency	While conducting a building patrol check, HCA Service Chief [redacted] asked if I requested the Fire Department to respond as she saw them arriving to the building from her window. I responded and met with Westminster PD and station 91 - they received a welfare check call to the HCA Agency reference an unresponsive female. I checked the 2nd floor hallways, restrooms and common areas and station 47 checked the first floor - both clear and UTL, code 4.	J. Duarte
	12:40	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	13:20	Other	Monitor lobby area.	J. Duarte
	13:50	Homeless Activity	Transient client [redacted] was told to move his belongings against the wall clearing access to the elevator. He was advised that the Orange County Sheriff's Department nor the Health Care Agency would be responsible for his belongings. [Redacted] said he understood.	J. Duarte
	14:30	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:10	5150 Hold	HCA clinician [redacted] advised she placed her Client [redacted] on a 5150 hold. [Redacted] advised [redacted] wanted to walk out on her. I stood by the doorway, while [redacted] advised [redacted] she was being placed on a hold. [Redacted] was verbally confrontational with staff while waiting for the ambulance to arrive. I made no physical contact with [redacted]. [Redacted] was transported to Anaheim Global Hospital for further evaluation - Run # [redacted]. (Disposition Mental Health)	J. Duarte
	16:00	Other	Monitor lobby area.	J. Duarte
	17:00	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	18:10	Other	Monitor lobby area.	J. Duarte
	19:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	19:45	10-7	Secured equipment.	J. Duarte
03/25/21	8:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (1bar) Cartridges #C4105YW4T & C4105YHNNW.	J. Duarte
	8:10	Other	Monitor lobby area.	J. Duarte
	8:58	Other	HCA Service Chief [redacted] advised that another Sheriff's Officer was seen earlier downstairs interviewing staff for an unknown incident involving the HCA billing department. I informed [redacted] that it might have been an investigator reference the information report I wrote on a possible 422 (DR [redacted]). [Redacted] was unaware of the incident. I briefed her on the incident.	J. Duarte
	9:14	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	10:05	Assist Outside Agency	HCA Clinician [redacted] indicated there was a strong smell of 11357 near the elevator 2nd floor. I responded with him and was unable to locate the source. 10-8	J. Duarte
	10:10	Other	Monitor lobby area.	J. Duarte
	11:50	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check. (End time 12:30 hours)	J. Duarte
	12:30	Other	Monitor lobby area.	J. Duarte
	14:15	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	14:51	Other	Monitor lobby area.	J. Duarte
	15:22	Patrol Check	Last patrol check conducted	J. Duarte
	15:48	10-7	Secured Equipment.	J. Duarte
03/26/21	8:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (1bar) Cartridges #C4105YW4T & C4105YHNNW.	J. Duarte
	8:15	Other	Monitor lobby area.	J. Duarte

## Attachment C-3 -- Daily Activity Log

Date	Time	Incident	Notes	Name
	8:30	Assist Outside Agency	Unlocked the Chart room for HCA reception.	J. Duarte
	9:30	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	10:40	Other	Monitor lobby area.	J. Duarte
	11:00	Other	Sergeant Wayne stopped by - I advised all code 4 - no issues or concerns to report.	J. Duarte
	12:20	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	13:00	Other	Monitor lobby area.	J. Duarte
	14:10	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	14:55	Other	Monitor lobby area.	J. Duarte
	15:55	10-7	Secured Equipment.	J. Duarte
			Logs Reviewed	Sgt. Wayne
03/29/21	8:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (1bar) Cartridges #C4105YHW4T & C4105YHNW.	J. Duarte
	8:27	Assist Outside Agency	Unlocked the Chart room for HCA reception.	J. Duarte
	8:30	Other	Emailed Deputy Zamora requesting a new Taser battery- Taser #X120038FX (1bar)	J. Duarte
	9:00	Other	Monitor lobby area.	J. Duarte
	9:55	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	11:00	Other	Monitor lobby area.	J. Duarte
	12:00	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	13:50	Other	Monitor lobby area.	J. Duarte
	14:30	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	15:20	Other	Monitor lobby area.	J. Duarte
	15:52	10-7	Secured equipment.	J. Duarte
03/30/21	12:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (1bar) Cartridges #C4105YHW4T & C4105YHNW.	J. Duarte
	12:10	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check. (Asked Reception staff to call me when client [redacted] arrives for her scheduled appointment at 15 hours with [redacted]). Reference (DR [redacted])	J. Duarte
	13:00	Other	Monitor lobby area.	J. Duarte
	14:42	Patrol Check	Patrol checked facility, 10-6 standby at reception. (End time 1524 hours)	J. Duarte
	15:40	Other	Monitor lobby area.	J. Duarte
	17:30	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	18:10	Other	Monitor lobby area.	J. Duarte
	19:30	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	19:46	10-7	Secured equipment.	J. Duarte
03/31/21	12:00	10-8	In OCSD uniform standard Policy compliance. Assigned Pac-Set #23105 Taser #X120038FX (1bar) Cartridges #C4105YHW4T & C4105YHNW.	J. Duarte
	12:10	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	13:30	Other	Monitor lobby area.	J. Duarte
	15:16	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	16:00	Other	Monitor lobby area.	J. Duarte
	16:50	Patrol Check	Patrol checked facility, parking lot and conducted a perimeter check.	J. Duarte
	17:40	Other	Monitor lobby area.	J. Duarte
	18:00	Patrol Check	Patrol checked the facility.	J. Duarte
	18:55	Other	Monitor lobby area.	J. Duarte
	19:35	Patrol Check	Last patrol check conducted	J. Duarte
	19:46	10-7	Secure equipment.	J. Duarte

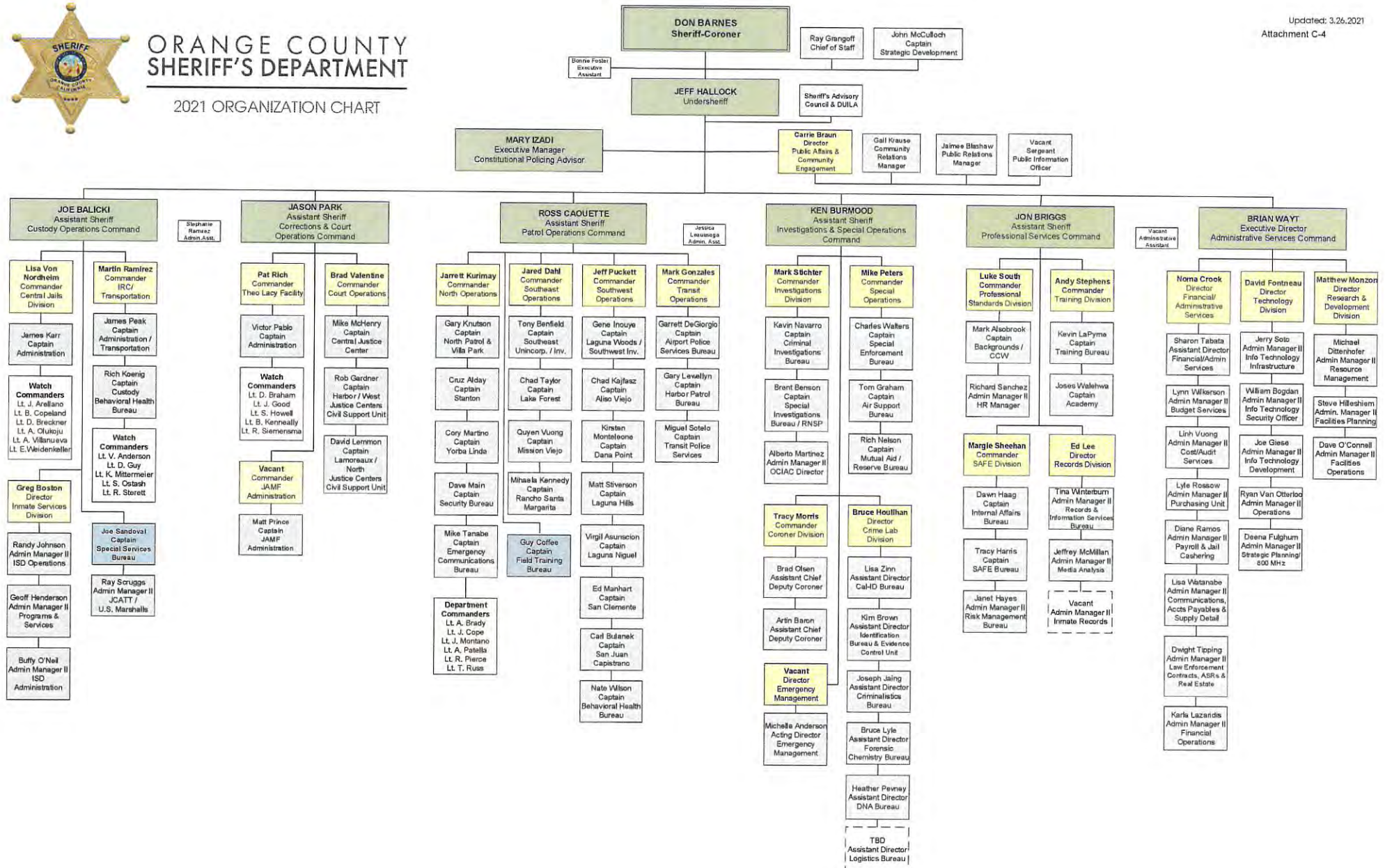




# ORANGE COUNTY SHERIFF'S DEPARTMENT

## 2021 ORGANIZATION CHART

Updated: 3.26.2021  
Attachment C-4



## APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company. NOTE: If Offeror is a Public Agency, you may provide references from a minimum of three (3) civilian staff. References must be for members of the same job class that would be assigned to OCFA and from staff that job class members routinely interact with (i.e. City Manager or other administrative office in the jurisdiction(s) your agency serves).

Customer Agency Name	Social Services Agency, County of Orange
Contact Individual & Title	Dorthe Lee – Deputy Director
E-mail/Telephone number	Dorthe.Lee@ssa.ocgov.com/714-440-3244
Date of Project & Description of services provided including contract amount	Date of Project: Law Enforcement Security Services at building locations have been provided for years however, the current fiscal year services began 7/1/2020 and will continue indefinitely. Contract Amount: \$5,800,898
Customer Agency Name	Clerk-Recorder, County of Orange
Contact Individual & Title	Adam Steckler, Director of Administration
E-mail/Telephone number	Adam.Steckler@rec.ocgov.com/714-834-2315
Date of Project & Description of services provided including contract amount	Date of Project: Law Enforcement Security Services at building locations have been provided for years however, the current fiscal year services began 7/1/2020 and will continue indefinitely. Contract Amount: \$28,752
Customer Agency Name	Health Care Agency
Contact Individual & Title	Dee Dee Franks, Financial Services Manager
E-mail/Telephone number	dfranks@ochca.com/714-834-5363
Date of Project & Description of services provided including contract amount	Date of Project: Law Enforcement Security Services at building locations have been provided for years however, the current fiscal year services began 7/1/2020 and will continue indefinitely. Contract Amount: \$1,500,103
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	

## SERGEANT

### DEFINITION

Under general supervision, to supervise work of law enforcement officers engaged in general or specialized law enforcement activities; to have charge of or assist in supervising an auxiliary law enforcement activity or function; and to do other work as required.

### CLASS CHARACTERISTICS

This class is the first level of supervision in the law enforcement classes in the Sheriff-Coroner Department. An incumbent in this class has responsibility for exercising general and technical supervision over lower level law enforcement classes, including Deputy Sheriffs, Investigators and non-sworn personnel or has non-supervisory responsibility for an assigned function of limited scope or assists in supervising a function of broader scope.

### EXAMPLES OF DUTIES

1. Supervises officers and/or investigators on an assigned shift in activities such as patrolling an assigned area to enforce laws, prevent crime and protect life and property; receiving and assigning of inmates and maintaining jail security; performing criminal investigation; serving and enforcing fugitive warrants; operating and navigating a harbor patrol boat in an assigned patrol area; transporting inmates to and from jail facilities and courts; operating and maintaining the firing range facility; coordinating and supervising units and members of the Sheriff's Reserve Force, Security Officers, or clerical employees performing support functions; training of recruits, reserves and in-service programs; conducting background investigations of applicants for Sheriff Department positions; conducting investigations of citizens' complaints concerning Department employees; coordinating activities of specialty groups such as the Mounted Unit, motorcycle units, SWAT and the rappelling and dive teams.
2. Assigns and reviews the work of subordinates; issues instructions at the scene of activities; observes officers in the performance of their duties and reviews reports submitted; reviews identification and background investigation reports; calls subordinates' attention to errors and assists them in improving their work performance.
3. Performs the more difficult work of the unit supervised; screens criminal complaints received from the public and determines appropriate action; takes charge of emergency operations until relieved by superiors.
4. Plans, organizes and coordinates work of the unit or activity supervised; writes or supervises the writing of procedure manuals; reviews and evaluates procedures and forms and recommends their revision; coordinates the data processing applications of departmental records; prepares budget requests and reports on unit activities.
5. Trains subordinates in their assigned duties; advises officers on law enforcement techniques including: patrolling assigned areas; maintaining security of prisoners; preparing reports; using and maintaining firearms; investigation including the gathering, preservation and representation of evidence, basic identification techniques and modus operandi; and boat handling and navigation of small boats.

6. Coordinates the work of the unit supervised with other Sheriff Department divisions, County agencies/departments and outside law enforcement agencies; contacts other officers and employees to discuss problems such as scheduling, interpreting and requesting adherence to departmental policy and procedure, and arranging for the use of facilities and the maintenance of vehicles and equipment; testifies in court as required.

#### MINIMUM QUALIFICATIONS

##### Special Requirement

Applicant must meet all requirements for peace officer status that are mandated by the California Government Code and Peace Officer Standards and Training (P.O.S.T.) regulations for lower classes in this series.

Possession of a valid California Driver License by date of appointment.

##### Experience

Three years of experience as a law enforcement officer in a civilian agency. (Completion of two years of education at an accredited college in police science or criminology may be substituted for one year of the required experience.)

##### General Knowledge of

The principles and techniques of supervision related to direction, control, evaluation and training of subordinates.

Principles and practices of law enforcement work including police administration and planning; the rules and regulations of a law enforcement department or agency.

The operation and maintenance of standard police firearms and equipment; criminal law, including the law of arrest and rules of evidence; first aid principles and techniques.

##### Ability to

Supervise and train officers engaged in law enforcement work and supervise clerical employees performing related duties; adopt quick and reasonable courses of action under emergency conditions; analyze and correct reports and write clear, comprehensive reports; establish and maintain effective relations with others.

Operate police vehicles under a variety of adverse conditions; care for and use firearms skillfully; operate small boats effectively under all weather conditions, as well as radar, radio direction finder and navigational aids (may be required in some assignments).

MHH:mm

9-16-99





## SHERIFF'S SPECIAL OFFICER SERIES

Title Code	Class Title
6109SO	Sheriff's Special Officer I
6112SO	Sheriff's Special Officer II

### DEFINITION

Under general supervision, patrols and provides security for properties against theft and illegal entry; enforces laws, ordinances, rules and regulations at a County or special district facility, John Wayne Airport, or in County Jail facilities; performs special duty assignments and other work as required.

The Sheriff's Special Officer Occupational Series includes the following classifications:

Sheriff's Special Officer I (6109SO)  
Sheriff's Special Officer II (6112SO)

### CLASS CHARACTERISTICS

Special Officer I is the entry, training and learning level of the Special Officer series. Special Officer II is the fully experienced working level in which incumbents have a thorough familiarity with most major duty assignments and are proficient in resolving various problems associated with each assignment. A Special Officer I may work closely with a Special Officer II in each assignment until reaching the appropriate level of knowledge and proficiency. A Sheriff's Special Officer of either level may be assigned to the more routine duties in County Jail facilities, and fixed post or patrol assignments at various County facilities, including John Wayne Airport. Jail assignments are normally performed under direction of a Deputy Sheriff and usually within the confines of a secure area. Incumbents provide for the security of persons and property, detect violations of county, city, state and federal laws and ordinances, issue citations for vehicle code and selected county ordinance violations, and detain violators. Incumbents have access to assistance and supervisory direction in person or via radio and telephone, and are governed by written departmental policy. Spontaneous interpretations, problem solving and decision-making are required.

### EXAMPLES OF DUTIES

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in this classification. Specifications are not intended to reflect all duties performed within the job.*

1. Patrols an assigned area on foot or in a vehicle; checks for crime, suspicious circumstances, hazardous conditions and the security of buildings and restricted areas; detects violations of city, county and state ordinances, regulations and laws; issues warnings and citations and detains violators; contacts law enforcement personnel of appropriate jurisdiction for arrest and transport of violators; responds to and reports emergencies; obtains assistance, controls crowds, directs traffic, protects life and property, administers first aid.

2. Answers questions from and directs visitors and staff of guarded facility; indicates the location of various facilities and gives general information about them; checks all persons entering or leaving facility outside of regular operating hours; maintains records of activities and incidents; makes oral and written reports; testifies in court regarding incidents, reports and records.
3. Normally, under the direction of a Deputy Sheriff and working within the confines of a secure area, directs the movement of prisoners within a jail facility, including housing modules, and keeps appropriate records such as prisoner counts; escorts prisoners to various locations within jails; observes and directs activities during prisoner visits; supervises inmates in work assignments; enforces jail rules and prepares written reports concerning violations.

## **MINIMUM QUALIFICATIONS**

### **BOTH CLASSES**

#### ***Some Knowledge of***

- Law enforcement functions and responsibilities in an urban community

#### ***Ability to (Full Proficiency Level)***

- Read, write and speak fluent English
- Add, subtract, multiply and divide whole numbers of up to four digits including simple decimals and fractions
- Accurately remember and describe facts and events
- Follow explicit moderately complex oral and written directions

### **SPECIAL OFFICER I**

#### ***Some Knowledge of***

- Laws and procedures pertaining to detention and arrest
- First Aid principles
- Legal requirements for incarceration

#### ***Ability to (Learning Level)***

- Establish rapport with members of the general public and obtain their compliance with directives
- Determine and expedite appropriate action in response to emergency situations
- Interpret and apply moderately complex laws, rules and regulations
- Use a sidearm in performance of Special Officer duties in accordance with specific policies
- Operate a mobile two-way police radio transceiver in accordance with established procedures
- Prepare detailed and accurate reports on observed facts and incidents in accordance with established procedures
- Skillfully and safely operate manual and electronic jail security systems

### **SPECIAL OFFICER II**

#### ***General Knowledge of***

- Laws and procedures pertaining to detention and arrest
- First Aid principles

***Thorough Knowledge of***

- Security patrol procedures
- Use and care of police firearms, vehicles and communications equipment
- Legal requirements for incarceration
- Custody and control of prisoners in jail

***Ability to (Full Proficiency Level)***

- Establish rapport with members of the general public and obtain their compliance with directives
- Determine and expedite appropriate action in response to emergency situations
- Interpret and apply moderately complex laws, rules and regulations
- Use a sidearm in performance of Special Officer duties in accordance with specific policies
- Operate a mobile two-way police radio transceiver in accordance with established procedures
- Prepare detailed and accurate reports on observed facts and incidents in accordance with established procedures
- Skillfully and safely operate manual and electronic jail security systems

***Education and Experience***

Graduation from high school or attainment of a satisfactory score on a G.E.D. test or passage of the California High School Proficiency Test, by date of appointment.

**SPECIAL OFFICER II**

Two (2) years of experience as a Sheriff's Special Officer I or equivalent experience with the County of Orange, or three (3) years of equivalent experience with another agency. (Equivalent experience may include responsible security patrol with authority to enforce laws and regulations and detain or restrain suspects and violators, or general law enforcement experience in the capacity of a peace officer as defined by the California Government Code.)

College level education or training that is directly related to the required knowledge, abilities and experience may be substituted for up to one (1) year of non - County of Orange experience based on two semester units for one month of experience or one hour of training for one hour of experience.

Experience in the Orange County classes of Correctional Services Technician (CST) or Sheriff's Correctional Services Assistant (SCSA) may be substituted for up to one (1) year of the required experience based on one month of CST or SCSA experience for each month of required experience.

***Special Requirements (Both Classes)***

- No prior felony conviction
- United States citizenship or qualification under California Government Code Section 1031.5
- At least 20 years of age on date of appointment
- Passage of a comprehensive background investigation, physical agility test and medical examination to the satisfaction of the Sheriff-Coroner Department in accordance with California Government Code Section 1031
- Visual acuity of 20/80 without correction, correctable to total acuity of 20/20
- Successful completion of mandated training (laws of arrest, firearms, search and seizure) including a Corrections Officer Basic Training Course, as a condition of passing probation
- Successful completion of mandated training (Penal Code Section 832.1, Airport Security) within 90 days of being assigned to the Airport

***License/Certification***

Possession of a valid California Driver License, Class 3 or higher, by date of appointment.

Possession of a Restricted Radio Telephone Operator's Permit may be required within a specified period after either appointment or assignment to an Airport position.

**PHYSICAL, MENTAL, ENVIRONMENTAL AND WORKING CONDITIONS*****Physical and Mental Requirements***

Incumbent must have independent body mobility to stand, walk, run, climb, bend, twist, stoop, push, pull, and kneel for prolonged periods; ability to work with arms above shoulder level; lift or carry up to 50 lbs. Corrected vision of 20/20 in each eye with accurate color vision to identify suspects and accurate hearing is required. Communicate clearly and understandably in person and over the phone and to address large groups of people; read fine print, computer screen and the ability to drive; manual dexterity to perform repetitive motions for duties such as writing and keyboarding; learn procedures of custody and control of prisoners in jail.

***Environmental and Working Conditions***

Incumbents will have contact with both inmates and the public that may become violent or abusive; will be required to work shift work, holidays, weekends, and rotating schedules; may be required to respond and drive to field call-outs in support of a 24/7 operation under a variety of adverse conditions and in inclement weather.

**CLASS HISTORY**

Revised: 10/17/1994

Revised: 12/17/1991

Revised: 03/22/1991

Series Established: 11/30/1990

## APPENDIX D - PRICING PAGE

**Please provide your proposal costs sheet and rates with Appendix - D Pricing Page in a separate sealed envelope or upload as the separate "Cost File" in the online bidding system.**

**PROPOSAL COSTS** - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. The pricing provided below should include all administrative and support costs. Any additional fees outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said fees.

Offeror must provide the following information at a minimum:

- Direct labor rates for proposed staff;
- Overhead rate and breakdown of overhead elements;
- Subcontractor billing rates (if applicable);
- Mark-up percentage for other direct costs;
- All other reimbursable expenses excluding travel;
- Total proposed cost of the project as specified in the Scope of Work

Proposed costs must be inclusive of all costs and expenses associated with providing the services, including, but not limited to, all consultant fees, preparation of deliverables, printing, and any other incidental costs. Please note that the OCFA Board of Directors does not allow for travel time to be billed at the hourly rates. Provide estimated travel expenses (if needed) on a per trip basis. OCFA will determine if in-person meetings are required and the number to be included based upon the requested service level review.



## APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2480a –Physical Security Services and Physical Security Management Services**, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and the resulting Professional Services Agreement. **If there are any exceptions to the terms and conditions or contract, they must be stated in an attachment included with the offer.** 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.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

**Independent Price Determination:** I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

### TO THE ORANGE COUNTY FIRE AUTHORITY:

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.

Orange County Sheriff-Coroner

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
550 N. Flower Street

\_\_\_\_\_  
Address

\_\_\_\_\_  
Santa Ana

\_\_\_\_\_  
City

\_\_\_\_\_  
CA

\_\_\_\_\_  
State

\_\_\_\_\_  
92703

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don Barnes

\_\_\_\_\_  
Sheriff-Coroner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**Request for Taxpayer  
Identification Number and Certification**

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>County of Orange</b>		
2 Business name/disregarded entity name, if different from above <b>County of Orange Sheriff - Coroner</b>		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► <b>Local Government</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>2</b> Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. <b>320 N. Flower Street, Ste. 108</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Santa Ana, CA 92703</b>	<b>OCFA</b>	
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
9	5	-	6	0	0	0	9	2	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► *[Signature]*

Date ► **4-8-2021**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**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-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- 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.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its Instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**APPENDIX F**

*PARTY AND PARTICIPANT DISCLOSURE FORMS*

**(SEE FOLLOWING PAGES)**

## ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE

The attached Party Disclosure Form must be completed and submitted by the offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 12 of this solicitation.

The Participant Disclosure Form must be completed by lobbyists or agents representing the offeror in this procurement.

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval. (Please see next page for definitions of these terms.)

### IMPORTANT NOTICE

#### Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venture(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
- F. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever



is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

G. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards.

<sup>1</sup> *Entitlement for the purposes of this form refers to contract award.*

<sup>2</sup> *All Contracts for the purposes of this form refer to the contract award of this specific solicitation.*

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTY DISCLOSURE FORM**

Party's Name: Orange County Sheriff-Coroner

Party's Address: 550 N. Flower Street, Santa Ana, CA 92703

Party's Telephone: (714) 647-1800

Solicitation Title and Number: Physical Security and/or Security Management Services: RO2480a

Based on the party disclosure information provided, are you or your business subject to party disclosures?

No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: 4/22/21

  
Signature of Party and/or Agent

***To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.***

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

**ORANGE COUNTY FIRE AUTHORITY  
PARTICIPANT (AGENT) DISCLOSURE**

The Participant Disclosure Form must be completed by lobbyists or agents representing the offeror in this procurement. (Please see next page for definitions of these terms.)

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval.

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before the OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).

If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the OCFA or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
- a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Authority's or one of its affiliated agencies' decisions in the proceeding.

**AND**

- b. The individual or entity, directly or through an agent, does any of the following:
- (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
- (3) Communicates with an employee of the OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or

- (4) Testifies or makes an oral statement before the Board of Directors of the OCFA or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

**ORANGE COUNTY FIRE AUTHORITY  
PARTICIPANT DISCLOSURE FORM**

***To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.***

Prime's Business Name: Orange County Sheriff-Coroner

Party's Name: Sheriff Don Barnes

Party's Address: 550 N. Flower Street, Santa Ana, CA 92703

Party's Telephone: (714) 647-1800

Solicitation Title and Number: Physical Security and/or Security Management Services (RFP Number RO2480a)

Date: 4/22/21

Signature of Party and/or Agent



Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

**Name of Member:** N/A

**Name of Contributor (if other than Party):** N/A

**Date(s):** N/A

**Amount(s):** N/A

**Name of Member:** N/A

**Name of Contributor (if other than Party):** N/A

**Date(s):** N/A

**Amount(s):** N/A

**Name of Member:** N/A

**Name of Contributor (if other than Party):** N/A

**Date(s):** N/A

**Amount(s):** N/A

## ORANGE COUNTY FIRE AUTHORITY

### Board of Directors

**David John Shawver, Chair**  
City of Stanton

**Ross Chun, Director**  
City of Aliso Viejo

**Frances Marquez, Director**  
City of Cypress

**John O'Neill, Director**  
City of Garden Grove

**Don Sedgwick, Director**  
City of Laguna Hills

**Noel Hatch, Director**  
City of Laguna Woods

**Shelley Hasselbrink, Director**  
City of Los Alamitos

**Carol Gamble, Director**  
City of Rancho Santa Margarita

**Troy Bourne, Director**  
City of San Juan Capistrano

**Joe Kalmick, Director**  
City of Seal Beach

**Vince Rossini, Director**  
City of Villa Park

**Eugene Hernandez, Director**  
City of Yorba Linda

**Michele Steggell, Vice Chair**  
City of La Palma

**Sunny Park, Director**  
City of Buena Park

**Joseph Muller, Director**  
City of Dana Point

**Anthony Kuo, Director**  
City of Irvine

**Sandy Rains, Director**  
City of Laguna Niguel

**Mark Tettemer, Director**  
City of Lake Forest

**Ed Sachs, Director**  
City of Mission Viejo

**Kathy Ward, Director**  
City of San Clemente

**Jessie Lopez, Director**  
City of Santa Ana

**Letitia Clark, Director**  
City of Tustin

**Tri Ta, Director**  
City of Westminster

**Donald Wagner, Director**  
County of Orange

**Lisa Bartlett, Director**  
County of Orange



### Proposed Addendum to Contract

In reference to the Orange County Fire Authority's (OCFA) "Physical Security Services and/or Physical Security Management Services" Request for Proposal (RFP) Response by the County of Orange Sheriff-Coroner Department (Sheriff), Sheriff requests this addendum and the following terms and conditions be included as part of the final contract:

RFP Page & Section	Title	Terms & Conditions as written in the RFP	Terms & Conditions requested to be amended by Sheriff
Page 17, Section II	Deliverables Required of Successful Firm(s)	<p>The successful firm(s) shall submit the following items to the Purchasing &amp; Materials Manager or designee within ten (10) days of initiation of the contract award being submitted to the Executive Committee:</p> <p>A. Sign and enter into a Professional Services Agreement (PSA) with the Orange County Fire Authority, subject to approval by the Authority's Board of Directors Executive Committee (See Exhibit 1 – Sample Contract – page 45).</p> <p>B. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming OCFA as an additional insured (see page 20 and Sample Professional Services Agreement) for detailed insurance requirements).</p>	Signatures and entrance into an agreement will be contingent upon approval by the Orange County Board of Supervisors and will require more than ten (10) days to enter into a signed contract. Sheriff requests sixty (60) days of initiation of the contract award in order to retrieve the appropriate signatures.
Page 23, Section IV and Page 62 of the Sample Agreement, Section 8.7	Attorney Fees	<p>"In the event a lawsuit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs."</p> <p>"If either party commences an action against the other party arising out of or in connection with Agreement or its subject matter, the prevailing party shall be entitled</p>	Sheriff requests language that each party will be responsible for their own legal fees and costs associated with any litigation that may arise.



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Page 23, Section IV and Page 62 of the Sample Agreement, Section 8.7 continued...	Attorney Fees continued...	to recover reasonable attorneys' fees and costs of suit from the losing party."	
Page 23, Section IV	Cancellation of the Contract	"Without cause, the OCFA may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. With cause, the OCFA may cancel this contract at any time with ten (10) days written notice to the Firm. Cancellation for cause shall be at the discretion of the OCFA and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Offeror may not cancel this contract without prior written consent of the Assistant Purchasing Agent."	Sheriff requests a ninety (90) day written notice in order for a contract cancellation to take place. Additionally, Sheriff may also request cancellation of this contract at any time with ninety (90) days written notice to OCFA.
Page 23, Section IV	Contract Incorporation	"This contract embodies the entire contract between the OCFA and the Offeror. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Offeror's successful	Any contract agreed to by OCFA and Sheriff is contingent upon the approval of the Orange County Board of Supervisors.

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Page 23, Section IV continued...	Contract Incorporation continued...	submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract. Offeror's signed proposal and the OCFA's written acceptance shall constitute a binding contract."	
Page 24, Section IV	Lack of Funding	"The OCFA may cancel any additional terms of this contract without further obligation in the event that budgetary funding has been discontinued. The Offeror(s) shall receive written notification or either condition as soon as practically possible, but no later than thirty (30) days prior to termination."	In the event that OCFA's budgetary funding has been discontinued, Sheriff requests a ninety (90) day written notice rather than thirty (30) days.
Page 24, Section IV, Page 61 of Sample Agreement, Section 8.5	Termination of the Contract Prior to Expiration of Term	"This Contract may be terminated at any time by mutual written consent, or by the OCFA, with or without cause, upon giving thirty (30) days written notice. The OCFA, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the OCFA shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the OCFA before the effective date of termination. The OCFA reserves the right to terminate the whole or any part of this Contract due to the failure of the Firm to carry out any term or condition of the Contract. The OCFA will issue a written ten (10) day notice of default to the Firm for acting or failing to act as specified in any of the following: In the opinion of the OCFA, the Firm provides personnel that do not meet the requirements of the Contract; In the opinion of the OCFA, the Firm fails to perform adequately the	Sheriff requests a ninety (90) day written notice in order for a contract termination to take place. Additionally, Sheriff may also request termination of this contract at any time with ninety (90) days written notice to OCFA.



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Page 24, Section IV, Page 61 of Sample Agreement, Section 8.5 continued...	Termination of the Contract Termination Prior to Expiration of Term continued...	<p>stipulations, conditions or services/specifications required in this Contract; In the opinion of the OCFA, the Firm attempts to impose personnel, materials, products or workmanship of an unacceptable quality; The Firm fails to furnish the required service and/or product within the time stipulated in the Contract; In the opinion of the OCFA, the Firm fails to make progress in the performance of the requirements of the Contract; The Firm gives the OCFA a positive indication that the Firm will not or cannot perform to the requirements of the Contract. Each payment obligation of the OCFA created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the OCFA and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the OCFA at the end of the period for which funds are available. The OCFA will endeavor to notify the Firm in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the OCFA in the event this provision is exercised, and the OCFA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.”</p> <p>“OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30)</p>	

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Page 24, Section IV, Page 61 of Sample Agreement, Section 8.5 continued...	Termination of the Contract Termination Prior to Expiration of Term continued...	days written notice to Firm...Firm may terminate this Agreement with or without cause, upon thirty (30) days written notice to OCFA."	
Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6	Insurance	<p><b>6.1 Compliance with Insurance Requirements.</b> Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or <b>endorse</b> the policies to meet all requirements herein.</p> <p><b>6.2 Types of Insurance Required.</b> Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance: 1279515.1</p> <p><b>6.2.1 Professional Liability/Technology Errors and Omissions Insurance ("PLI").</b> Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI</p>	Sheriff and County of Orange are able to satisfy the insurance limits requested by OCFA, however, the County of Orange is self-insured and we are not able to provide any endorsements that are listed by OCFA. The County of Orange can provide proof of self-insurance.



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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p>insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be <b>endorsed</b> to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.</p> <p><b>6.2.1.1</b> The PLI policy shall be <b>endorsed</b> to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.</p> <p><b>6.2.1.2</b> If the PLI policy of insurance is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all</p>	

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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p>requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.</p> <p><b>6.2.1.3</b> If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services. <b>6.2.1.4</b> Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.</p> <p><b>6.2.2 Commercial General Liability Insurance.</b> Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal &amp; advertising injury with limits no</p>	



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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p><b>endorsed</b> to eliminate any exclusion applicable to any of them.</p> <p><b>6.2.4 Workers' Compensation Insurance.</b> Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an <b>endorsement</b> from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.</p> <p><b>6.2.4.1</b> If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain <b>endorsements</b> from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.</p> <p><b>6.2.4.2</b> Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.</p>	

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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p><b>6.3 Acceptability of Insurers.</b> Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.</p> <p><b>6.3.1</b> Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.</p> <p><b>6.4 Specific Insurance Provisions and Endorsements.</b> Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:</p>	



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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p><b>6.4.1 CGL and Auto Liability Endorsements.</b> The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be <b>endorsed</b> as follows:</p> <p><b>6.4.1.1 Additional Insured:</b> The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and</p> <p><b>6.4.1.1.1 Additional Insured Endorsements:</b> Additional insured <b>endorsements</b> shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.</p> <p><b>6.4.1.2 Primary, Non-Contributing.</b> Each CGL and Auto Liability insurance policy shall be <b>endorsed</b> to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.</p> <p><b>6.4.2 Notice of Cancellation:</b> Each policy of any type shall be <b>endorsed</b> to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm’s</p>	

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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p>failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).</p> <p><b>6.4.2.1 Pre-Payment of Policy Premium.</b> If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.</p> <p><b>6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.</b> By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.</p> <p><b>6.5 Deductibles and Self-Insured Retentions.</b> Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a</p>	



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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p>deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request preapproval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).</p> <p><b>6.6 Waiver of Subrogation.</b> All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be <b>endorsed</b> to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.</p> <p><b>6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.</b> If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy <b>endorsements</b> of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and</p>	

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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p><b>endorsements</b> shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.</p> <p><b>6.7 Evidence of Coverage.</b> Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original <b>endorsements</b> affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, <b>endorsements</b>, exclusions and any other policy documents OCFA requires to verify coverage.</p> <p><b>6.7.1</b> Required insurance policies shall not be in compliance if they include any limiting provision or <b>endorsement</b> that has not been submitted to the OCFA for written approval.</p> <p><b>6.7.2 Authorized Signatures.</b> The certificates of insurance and original <b>endorsements</b> for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.</p> <p><b>6.7.3 Renewal/Replacement Policies.</b> At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of</p>	



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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p>written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.</p> <p><b>6.8 Requirements Not Limiting.</b> Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for losses of any type or amount.</p> <p><b>6.9 Enforcement of Agreement (Non-Estoppel).</b> Firm acknowledges and agrees that actual or alleged failure</p>	



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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p>on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.</p> <p><b>6.10 Insurance for Subconsultants.</b> If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.</p> <p><b>6.10.1 Delivery of Evidence of Subcontractor Insurance.</b> Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and <b>endorsements</b> required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)</p> <p><b>6.11 Other Insurance Requirements.</b> The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:</p> <p><b>6.11.1</b> Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required</p>	

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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p>herein are terminated, cancelled, suspended, or nonrenewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.</p> <p><b>6.11.2</b> All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.</p> <p><b>6.11.3</b> None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.</p> <p><b>6.11.4</b> Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its</p>	



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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...	<p>subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.</p> <p><b>6.11.5</b> Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.</p> <p><b>6.11.6</b> Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.</p>	

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Page 52 – 59 of the Sample OCFA Security Services Agreement, Section 6.1 - 6.11.6 continued...	Insurance continued...		
Page 59 of the Sample OCFA Security Services Agreement, Section 6.12	Indemnification	To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages,	Sheriff requests the sample language be replaced in its entirety with the following: "COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of OCFA or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any work or property of OCFA. OCFA shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever



RFP Page & Section	Title	Terms & Conditions as written in the RFP	Terms & Conditions requested to be amended by Sheriff
Page 59 of the Sample OCFA Security Services Agreement, Section 6.12 continued...	Indemnification continued...	expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.	<p>based or asserted upon the condition of any work or property of OCFA, or upon any act or omission of OCFA, its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors, related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and OCFA shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind related to this Agreement based or asserted upon such condition of work or property, or alleged acts or omissions.</p> <p>OCFA, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of COUNTY or any of its officers, agents, employees,</p>

RFP Page & Section	Title	Terms & Conditions as written in the RFP	Terms & Conditions requested to be amended by Sheriff
Page 59 of the Sample OCFA Security Services Agreement, Section 6.12 continued...	Indemnification continued...		subcontractors or independent contractors, or for any dangerous or defective condition of any work or property of COUNTY. COUNTY shall indemnify and hold harmless OCFA and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any work or property of COUNTY, or upon any act or omission of COUNTY, its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors, related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense including attorney fees, and with counsel approved in writing by OCFA, OCFA and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind related to this Agreement based or asserted



RFP Page & Section	Title	Terms & Conditions as written in the RFP	Terms & Conditions requested to be amended by Sheriff
Page 59 of the Sample OCFA Security Services Agreement, Section 6.12 continued...	Indemnification continued...		<p>upon such condition of work or property, or alleged acts or omissions.</p> <p>If judgment is entered against OCFA and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party related to this Agreement, OCFA and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment."</p>
Page 60 and 62 of the Sample OCFA Security Services Agreement, Sections 7.4 and 10.1	Release of Documents Miscellaneous Provision – Confidentiality	<p>"All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of Services under this Agreement shall not be released publicly without the prior approval of the Contract Officer."</p> <p>"Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA."</p>	Sheriff cannot agree to any confidentiality provisions that would prohibit Sheriff from compliance with the California Public Records Act, Government Code section 6250, et seq.
<b>Additional Requests by Sheriff:</b>			
Start Date and Staffing		Sheriff requests one-hundred twenty (120) days after the notification of the award in order to meet the staffing demand required to provide OCFA with the sufficient amount of staff.	



# **MEMORANDUM OF UNDERSTANDING**

**SHERIFFS SPECIAL OFFICER  
UNIT**

**2019 – 2023**

**COUNTY OF ORANGE  
AND  
THE ORANGE COUNTY EMPLOYEES ASSOCIATION**

MEMORANDUM OF UNDERSTANDING

2019 - 2023

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

SHERIFFS SPECIAL OFFICER

UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on October 22, 2019 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Sheriffs Special Officer Unit for the period beginning June 21, 2019 through June 29, 2023. Unless otherwise indicated herein, all provisions shall become effective October 22, 2019.

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## DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence shall not be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the County and covered by terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

EXTRA HELP EMPLOYEE shall mean an employee employed in an extra help position. An extra help employee serves at the pleasure of the County in an extra help position.

EXTRA HELP POSITION shall mean a position which is intended to be occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid healthcare leave and other situations involving a fluctuating staff. Ordinarily, a full-time extra help position will not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the County Executive Officer and the Chief Human Resources Officer, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

HEALTHCARE OR HEALTHCARE LEAVE shall mean and be synonymous with the terms "sick" and/or "sick leave."

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.

PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.

ARTICLE I      WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1.      Workweek

- A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.
- B. The official FLSA work period for Sheriffs Special Officers shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors shall be overtime.
- C. The work period for all other employees in FLSA exempt classifications may be established on a pay period basis, starting on a Friday and ending on the second Thursday thereafter. Such employees who occupy full-time positions shall be scheduled to work eighty (80) hours in each work period. Employees shall receive compensation on a biweekly basis.
  - 1. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Work ordered and performed in excess of eighty (80) hours actually worked in a work period shall be overtime. Work ordered and performed in excess of eighty (80) hours of paid time in accordance with an emergency declared by the Board of Supervisors shall be overtime.
  - 2. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each agency or department proposing implementation of such alternate work schedules.

3. An employee in this unit may request to trade his or her days of work for another employee's days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A., above.

Trades under this provision shall require the written approval of the Department.

4. An employee may request to trade his or her biannual, quarterly or monthly shift for another employee's biannual, quarterly or monthly shift provided both employees have the same work assignment and the request is made within two (2) weeks of posting of scheduled shift rotation.

Trades under this provision shall require the written approval of the department.

- D. The County agrees to give employees a fourteen (14) calendar day advance notice of a shift change whenever practicable.
- E. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.
- F. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.
- G. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in A., above, except on authorized overtime.
- H. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Department.
  1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
    - a. four (4) ten (10) hour workdays per week;

- b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
  - c. flex time.
- 2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.
- 3. OCEA agrees not to request more than three (3) such studies concurrently for the Department.
- 4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.
- I. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the Department, work beyond the normal workday, workweek or work period is required, the agency/department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee's designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

- 1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
- 2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.
- 3. If the responsible supervisor determines that overtime is necessary on a situation already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.



4. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.
2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the Department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.
3. Overtime hours worked by extra help employees shall be paid.
4. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.
5. No scheduled compensatory time off will be cancelled except in cases of emergency.
6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.
7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.
8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

- A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.

Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

- B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

#### Section 4. Premium Pay

##### A. Night Shift Differential

1. An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.
2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.
3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.

##### B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.
2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.
3. Employees paid on a sixteen (16) hour shift basis are exempt from these provisions.

4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

1. When an employee returns to work because of a Department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.
2. Except as provided in 4.C.3., below, call-back shall be paid at one and one-half (1 1/2) times the regular rate.
3. There shall not be any duplication or pyramiding of rates paid under this Section.
4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.
5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.
6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine (69) dollars per month) for all hours actually paid.
  - a. An employee must be assigned by Departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.
  - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
  - c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.
2. Qualified employees in the unit who, in addition to meeting the criteria in 1.a. and b. above, and when approved by the Division Commander, are certified by the Chief Human Resources Officer as qualified to perform exceptional bilingual duties that are essential to the performance of their

professional and/or technical duties, based on assignment requirements, shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty one (121) dollars per month) for all hours actually paid.

3. An employee shall not be eligible to receive more than one type of bilingual pay concurrently.
4. Bilingual pay shall not apply to workers' compensation supplement pay.
5. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Department Head, who will consider it according to:
  - a. Department need;
  - b. availability of a qualified replacement; and
  - c. availability of another suitable assignment for the requesting employee.
6. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

F. Training Officer Assignment Pay

Employees in the classification of Sheriffs Special Officer assigned to John Wayne Airport, Security Bureau, Court Operations, all jail facilities or the Training Academy on a regular, full-time basis who are responsible for training new Sheriffs Special Officers shall be paid two dollars (\$2.00) per hour for all hours assigned to perform such training functions.

G. Emergency Communications Training and Certification Pay

1. Employees in the classification of Sheriffs Special Officer I, II who are assigned to receive training as or act in the capacity of a Radio Dispatcher or Communication Coordinator shall receive an additional two dollars and three cents (2.03) per hour for all hours assigned while training or acting in the capacity of a Radio Dispatcher or Communication Coordinator at the Emergency Communications Bureau.
2. If, during the term of the contract, the difference between the step 12 hourly rate of the Radio Dispatcher or Communication Coordinator classification and the step 12 hourly rate of the Sheriffs Special Officer

If classification exceeds two dollars and three cents (2.03) per hour, the premium will be adjusted accordingly.

## ARTICLE II      PAY PRACTICES

### Section 1.      Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

### Section 2.      Pay for New Employees

- A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.
- B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.
- C. The agency or department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the Agency or Department Head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.
- D. Upon recommendation of the agency or department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.
- E.
  - 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.
  - 2. If a recruiting step is decreased, incumbents of the class will be unaffected.
  - 3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.C. for new employees.



4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

- A. Extra help employees shall not be eligible for merit increases within range.
- B. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the Department Head.
- C. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military Leave) or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence or suspensions.
- D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- E. 1. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of "meets performance objectives" shall earn a two (2) step increase. Effective June 1, 2015, a performance rating of "meets performance objectives" shall earn a one (1) step increase.

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 10 (Step 12 for employees assigned to Salary Schedule G), and if granted, in what amounts, shall be solely within the discretion of the Department Head and shall be based on merit.
- F. If, in the Department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.
  - G. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

#### Section 4. Salary on Promotion

- A. Except as modified by B. and C., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.
- B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.
- C. Upon recommendation of the agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5.     Salary on Reassignment

- A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6.     Salary on Reduction

- A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.C., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.

2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's agency/department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.
  - C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.
  - D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:
    1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.
    2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

#### Y-RATE SCHEDULE

<u>Years of Full-Time Continuous Service</u>	<u>Duration of Y-Rate</u>
Less than 5 years	Two years from the date of reclassification
5 years but less than 10 years	Three years from the date of reclassification
10 years but less than 15 years	Four years from the date of reclassification
15 years but less than 20 years	Five years from the date of reclassification
20 years but less than 25 years	Six years from the date of reclassification
25 years or more	Seven years from the date of reclassification

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

#### Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

- A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

#### Section 8. Salary on Reemployment

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at

the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

- B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

- A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.
- B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

Notwithstanding anything in this Memorandum of Understanding to the contrary when in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. Paycheck Deposit

- A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.
- B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice.

Section 12. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.



## ARTICLE III      GENERAL PERSONNEL PROVISIONS

### Section 1.      Probation

#### A.      New Probation

##### 1.      Full-Time Employee

A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

##### 2.      Part-Time Employees

A new or reemployed employee in a part-time regular or limited-term position shall be placed on a new probation period for two thousand eighty (2080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

#### B.      Promotional Probation

##### 1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

a. A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same or closely related occupational series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.

b. A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion to a class in the same or closely related occupational series, the promotional probation period shall be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.

2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the Department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

- a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.
- b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.
- c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Department Head shall not have the right to return to his or her former class.
- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.
2. When the Department Head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section E1., 2. and 3. of this Article, below, and an employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.
3. An employee who is on probation may not transfer from one Department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of suspension, with the extended probation period ending with the first day of the pay period after said extended date.
2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during

the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. With the mutual agreement of a new probationary employee and his or her Department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the Department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

## Section 2. Performance Evaluation

- A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.
- B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

## Section 3. Contents of Personnel File

- A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

- E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.
- F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.
- C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.
- E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

- A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.
- B. The Department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and agency/department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

- A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.
- B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

a person appointed to a regular position in the County service shall be removed from the list;

a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7.     Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Departmental Leave for such period of time.

Section 8.     Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one agency/department to another.

Section 9.     Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

- A. the employee's performance "meets" or "exceeds" performance objectives; and
- B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and
- C. there is another employee in the same classification in the Department who meets the specific qualifications for the assignment.

Section 10.    Training

- A. Upon approval of the Department Head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.
- B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.



## ARTICLE IV      LEAVE PROVISIONS

### Section 1.      Healthcare Leave

#### A.      Healthcare Leave Accrual

1. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).
2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).
3. Healthcare leave earned shall be added to the employee's healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
4. Except as required by law, extra help employees shall not earn healthcare leave.

#### B.      Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken.

Healthcare leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, preventative care, or absences related to Family Leave as defined in Section 14 of this Article. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable

2. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild, or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.
3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).
4. If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child's school related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.
5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
  - b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.
  - c. The Department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. Upon the employee's return to work, the employee must furnish the Department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.
9. Up to 8 hours of healthcare leave per fiscal year may be donated as a part of the County's Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:
  - a. Absence caused by illness or injury to a member of the employee's family except as provided in B., above.
  - b. Absences which occur on a County holiday.
2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.
2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:
  - a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Healthcare Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

- b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.
- c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated healthcare/ leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.
4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates.

Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

## Section 2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee's immediate family as defined below.

- A. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.
- B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee's normal workweek for each death. .
- C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss.
- D. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1, Article V, or Article VI.

## Section 3. Authorized Leave Without Pay

### A. Departmental Leave

A regular, limited-term or probationary employee may request an agency/departmental leave without pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the agency/department, except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A. and 14, below. The agency/department head may require that all accumulated compensatory leave time be used prior to granting of agency/departmental leave. The use of earned vacation or annual leave prior to the obtaining of agency/departmental Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee's completion of an agency/departmental leave and after all compensatory time and vacation accruals or the portion of annual leave balance subject to 100% payoff have been applied toward payment of the absence.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency/department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the agency/department denies the extension of such Leave, the provisions of subsections 5. and 6., below, shall not apply.
3. An employee who has requested and identified a valid need for Family Leave pursuant to Article IV, Section 14, and applicable law shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:
  - a. When Official Leave involves the employee's own serious health condition – after all accumulated compensatory time, vacation accruals, healthcare leave and annual leave have been used;
  - b. When Official Leave involves the circumstances covered by Section 1, subsections.B.4, B.5 or B.6 of this Article – after all accumulated compensatory time, vacation, healthcare leave (to the extent available to the employee for such use) and annual leave have been used
  - c. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals and/or the portion of the annual leave balance subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision
4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks' notice or the maximum notice allowable under applicable law. If an employee does not give the required notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until the employee gives such notice; however, the agency/department may waive the notice or reduce the notice period at its discretion.

5. Except as to leaves which must be granted pursuant to sections 10, 11 and 14 in this Article, the agency/department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.
6. If the agency/department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.
7. An Official Leave shall not be credited toward continuous service.

C. General Provisions

1. A request for a Leave of Absence shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the probable date of return.
2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the Department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

Section 4. Official Leave for Nonoccupational Disability

- A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
  1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.
  2. Such Leave shall begin after all accrued healthcare leave, compensatory time, vacation and/or annual leave time have been applied toward the absence.
  3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. (This provision does not apply to pregnancy disability leave.)
  4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an eligible employee's coverage under the County's group health plan for the



duration of the leave, not to exceed four (4) months over the course of a 12-month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

- B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.
- C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5.     Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until, and unless, the employee obtains a medical clearance from a physician designated by the County.

Section 6.     Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 7.     Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 8.     Leave for OCEA Business

The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

- A. OCEA shall make a request to the Department Head at least ten (10) days in advance.
- B. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.
- C. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 9. Absence Without Authorization

- A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.
- B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 9.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:
  - 1. A statement of the County's intention to implement the employee's automatic resignation and its effective date;
  - 2. A statement of the reasons for considering the employee to have automatically resigned;
  - 3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
  - 4. A statement of the employee's right to representation;
  - 5. A copy of the automatic resignation provisions which apply to the employee;
  - 6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.
- C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her Department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

- D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.
- E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.
- F. If an employee does not have authorization to be absent from work, such employee may request authorization from the Department Head prior to the expiration of the time limit specified in subsection A., above.
- G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.
- H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

- A. A regular, limited-term or probationary employee shall be granted, upon request, a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:
  - 1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.
  - 2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.
  - 3. Such employee has completed new probation.
  - 4. All accrued vacation, compensatory time or annual leave subject to 100% payoff has been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Healthcare leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the agency/department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-occupational Disability Leave for the term of disability as provided in Section 4. of this Article.

- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

- A. When an injury is determined to be job related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all healthcare leave or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.
- B. Workers' Compensation Leave shall continue until the employee:
  - 1. Is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
  - 2. Is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
  - 3. Accepts employment outside the County; or
  - 4. Accepts employment in another County position; or
  - 5. Has been found to be permanent and stationary and is not rehabilitated as provided by law; or
  - 6. Is retired pursuant to Government Code provisions.
- C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until such notice is given; however, the Department may waive the notice or reduce the notice period at its discretion.

Section 12. OCEA Presidential Leave

- A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.
  2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.
  3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.
  4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.
  5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.
  6. There is not a compelling need for the employee to perform County work.
  7. The employee "meets" or "exceeds" performance objectives.
  8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.
- B. Vacation, and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.
- C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.
- D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.
- E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.
- F. Layoff points shall not be affected by Presidential Leave.
- G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.

- H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 13. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (8 hours maximum per fiscal year), compensatory time and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 14. Family Leave

A. General Provisions

1. Family Leave shall be granted to the extent required by law. The following provisions set forth certain of the rights and obligations with respect to this leave. Rights and obligations which are not specifically set forth below are set forth in the U.S. Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the Department of Fair Employment and Housing implementing the California Family Rights Act (CFRA). Unless otherwise provided by this Section "family leave" under this Agreement shall mean leave pursuant to the FMLA and CFRA.
2. Family Leave may be used in the following situations:
  - a. An employee's serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
  - b. The birth of a child, and in order to care for the newborn child within one year of birth;
  - c. Placement of a child for adoption or foster care within one year of the placement.
  - d. An employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent or child of an employee standing in loco parentis (those with day-to-day responsibilities to care for and financially support a child).
  - e. Leave for a qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.

- f. Leave to care for a spouse, registered domestic partner, child, parent, or "next of kin" who is a covered service member of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.
3. Employees must request and identify their need for Family Leave. The County and OCEA agree that certain other types of leaves available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
4. Eligibility for Family Leave will be determined according to the requirements of applicable law.
5. Family leave shall not exceed twelve (12) work weeks for situations covered by subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
6. Leave taken under the FMLA for a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.
7. The twelve (12) month period for calculating leave entitlement will be based on the calendar year (January 1 to December 31).
8. When a request for Family Leave is approved, the agency/department shall determine whether annual leave, healthcare leave, compensatory leave, and/or vacation time is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee. The use of healthcare leave shall be restricted to those circumstances which qualify under the provisions of Article IV., Section 1.B.

**B. Notification Requirements**

1. If the Family Leave is foreseeable, the employee must provide the department with thirty (30) calendar days notice of his or her intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as



possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.
4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency/department operations.

C. Verification

1. As a condition to the approval of Family Leave, an employee may be required to furnish certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his/her duties because of the employee's own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.
2. Employees who request leave to care for a covered service member who is a child, spouse, registered domestic partner, parent or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's injury or illness.
3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military members is on active or called to active duty in a foreign country with the dates of active duty service. New active duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.
4. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

Section 15. LEAVE LANGUAGE WORKING GROUP

Upon adoption of the MOU, the County and OCEA agree to establish a working group to clarify language regarding Leaves of Absences, including streamlining language for understandability

## ARTICLE V      VACATION

### Section 1.      Vacation Accrual

- A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a pro-rated basis. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.
- B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.
- C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.
- D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

### Section 2.      General Provisions

- A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Article V., Section 2.C.
- B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.
- C. As soon as practicable following adoption of the MOU by the Board of Supervisors, employees with Annual Leave balances and with ten (10) years

of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

- D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C., and D.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.
- E. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C., and D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.
- F. Additional vacation earned during the period of vacation may be taken consecutively.
- G. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
- H. Vacation shall be scheduled for employees by the Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- I. No scheduled vacation will be cancelled by the agency/department, except in cases of emergency.
- J. Illness while on paid vacation will be charged to Healthcare Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.
- K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, , Election Board Officer or Election Night Help.
- L. An employee separating from County service for reasons other than paid County retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from County service by way of paid County retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.
- M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

### Section 3. Vacation Cash Out

#### A. Vacation Cash Out Where Employee Has No Annual Leave Balances

After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the Department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

#### B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave

1. An employee with an annual leave balance may cash out vacation time if the employee's accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D., above) some time during the fiscal year unless the employee is able to cash out vacation time.
2. If an employee's vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year.

## ARTICLE VI      ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before the implementation of the 2019-2023 MOU.

### Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

- A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V.
- B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.
- C. During the ninety (90) day period beginning thirty (30) days after the adoption of this MOU, employees will have a one-time opportunity to convert Annual Leave that has been accumulated prior to the implementation of this MOU to Healthcare Leave.

### Section 2. Use of Annual Leave for Illness or Injury

- A. Annual Leave may be applied to:
  - 1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.
  - 2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
  - 3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
  - 4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.
  - 5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member;

or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

For those extra help employees who qualify for paid healthcare leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered healthcare leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee's hire date.

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.
  7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
- C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

- A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- B. No scheduled annual leave will be cancelled by the agency/department except in cases of emergency.
- C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.



- D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.
- E. Holidays which fall during an employee's annual leave (vacation) period shall not be charged against the employee's annual leave balance.

Section 4. General Provisions

- A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Annual Leave Payoff Provisions

- A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:
  - 1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department/Agency Head.
  - 2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.
- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	160 hours maximum paid at 100%
3 but less than 10 years	240 hours maximum paid at 100%

10 or more years

A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.D. Remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

- C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

- D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.
  
- E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.

ARTICLE VII      HOLIDAYS

Section 1.      Holidays Observed

A.    Except as modified below, County employees shall observe the following holidays:

2019:

Independence Day, July 4  
Labor Day, September 2  
Columbus Day, October 14  
Veteran's Day, November 11  
Thanksgiving Day, November 28  
Day After Thanksgiving, November 29  
Christmas Day, December 25

2020:

New Year's Day, January 1  
Martin Luther King, Jr.'s Birthday, January 20  
Lincoln's Birthday, February 12  
Washington's Birthday, February 17  
Memorial Day, May 25  
Independence Day, July 4  
Labor Day, September 7  
Columbus Day, October 12  
Veteran's Day, November 11  
Thanksgiving Day, November 26  
Day After Thanksgiving, November 27  
Christmas Day, December 25

2021:

New Year's Day, January 1  
Martin Luther King, Jr.'s Birthday, January 18  
Lincoln's Birthday, February 12  
Washington's Birthday, February 15  
Memorial Day, May 31  
Independence Day, July 4  
Labor Day, September 6  
Columbus Day, October 11  
Veteran's Day, November 11  
Thanksgiving Day, November 25  
Day After Thanksgiving, November 26  
Christmas Day, December 24 (*Observed*)  
New Year's Day (*Observed*)

2022:

Martin Luther King, Jr.'s Birthday, January 17  
Lincoln's Birthday, February 12  
Washington's Birthday, February 21  
Memorial Day, May 30  
Independence Day, July 4

Labor Day, September 5  
Columbus Day, October 10  
Veteran's Day, November 11  
Thanksgiving Day, November 24  
Day After Thanksgiving, November 25  
Christmas Day, December 26 (*Observed*)

2023: New Year's Day, January 2 (*Observed*)  
Martin Luther King, Jr.'s Birthday, January 16  
Lincoln's Birthday, February 12  
Washington's Birthday, February 20  
Memorial Day, May 29

- B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said Courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.
- C. When a holiday other than Christmas Day falls on a Sunday, the next day shall be observed as the holiday.
- D. When New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.
- E. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.
- F. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

## Section 2. Eligibility for Holiday Pay

- A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

- B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
- C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.
- D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

- A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.
- B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

- 1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
- 2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

- 1. An employee who is required to work on Columbus Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.
  3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.
- E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.
  - F. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation or annual leave balance.
  - G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.
  - H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.



## ARTICLE VIII      REIMBURSEMENT PROGRAMS

### Section 1.      Mileage Reimbursement

- A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:
1. Through December 31, 1994 the reimbursement rate shall be thirty-nine (39) cents per mile.
  2. Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.
  3. Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
  4. Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.
  5. Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.
  6. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.
- B. An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:
1. In which the employee has not actually worked eighty (80) hours;
  2. Unless the employee claims the ten (10) dollar minimum and the Department certifies that the employee was required to use a privately owned vehicle on County business.

## Section 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

## Section 3. Educational and Professional Reimbursement

Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of \$10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

## Section 4. Boots

- A. The parties agree to establish a working group to identify additional classifications or to develop a policy for identifying classifications and/or positions qualifying for safety boot reimbursement.
- B. During the first year of this contract, a Department Head in conjunction with Risk Management may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of \$150 per fiscal year for additional positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.

## ARTICLE IX      DISCIPLINARY ACTION

### Section 1.      Reprimand and Substandard Performance Evaluation

- A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.
- B. A written reprimand or substandard performance evaluation (i.e., a rating of "does not meet performance objectives") given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

### Section 2.      Emergency Suspensions of Five Days or Less

- A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:
  - 1. Whenever practicable, be given an opportunity to respond to the proposed suspension to a designated Department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;
  - 2. Be informed of the employee's right to representation in the response;
  - 3. Be informed of the employee's right to appeal should the proposed suspension become final.
- B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

### Section 3.      Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

- A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
  - 1. A description of the proposed action and its effective date(s);
  - 2. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. Copies of material on which the proposed action is based;
  4. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
  5. A statement of the employee's right to representation;
  6. A statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated Department representative with the authority to make an effective recommendation on the proposed disciplinary action.
  - C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
  - D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.
  - E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.
  - F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.
  - G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.
  - H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4.     Suspension

- A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.
- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for

suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5.     Reduction

- A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.
- B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
- C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6.     Discharge and Right of Appeal

- A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.
- B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
- C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7.     Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8.     Investigatory Meetings

- A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:
  - 1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.
  - B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.
  - C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.

## ARTICLE X      GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

### Section 1.      Scope of Grievances

- A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.
- B. Specifically excluded from the scope of grievances are:
  - 1. Subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;
  - 2. Matters which have other means of appeal;
  - 3. Position classification;
  - 4. Performance evaluations with a rating of "meets" or "exceeds" performance objectives.

### Section 2.      Basic Rules

- A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.
- B. If a County representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and OCEA, any step of the procedure may be waived.
- D. The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, agency/department-wide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.
- E. Upon written consent of the parties (i.e., the representatives of the County and the employee or his or her representative), the time limits at any step in the procedure may be extended.
- F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.



- G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.
- H. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

### Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

### Section 4. Employee Representation

- A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.
- B. Authorized grievance/appeal representatives shall be regular employees in the same Department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify Department Head of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.
- C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The

decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. An employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;
2. An authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.
2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:
  - a. the representative checks in and checks out with the supervisor of the unit; and
  - b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Agency/Department Head

An employee may formally submit a grievance to the agency/department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the agency/department head, or his or her designee(s), shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:

- a. an interpretation or an application of this Memorandum of Understanding;
- b. a performance evaluation rating of "does not meet performance objectives";
- c. deferral or denial of a merit increase, or a dispute about the number of steps granted; or
- d. a written reprimand; or
- e. a probationary release alleging discrimination;

it may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Appeal of a suspension and/or a reduction ordered by the Department Head or his or her designated representative may be submitted in writing at Step 2 within ten (10) calendar days after receipt of the notice of suspension and/or reduction. Within

fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

## Section 8. Referrals to Arbitration

### A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.
2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

### B. Disciplinary Appeals

#### 1. Submission Procedure

- a. If an appeal from suspension or reduction is not settled at Step 3, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.
- b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.
- c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.
- d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

- e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator's decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

b. Remedies - All Disciplinary Actions (Other than Discharge)

- 1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

2. Suspensions/Reductions

If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Remedies - Discharges

- 1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.
- 2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.
- 3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

- 1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

- a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?
- b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. Findings of Facts and Remedies

- a. In the event the arbitrator finds no violation of Article XVIII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.
- b. In the event the arbitrator finds a violation of Article XVIII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.
- c. In the event the arbitrator finds a violation of Article XVIII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
  1. The probationary release may be sustained.
  2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
  3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, the cost of an arbitrator shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the

grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.
3. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.
4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.
5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.
7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:
  - a. Oral evidence shall be taken only on oath or affirmation.
  - b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to



rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.
9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
10. The parties agree to forego the use of briefs whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a suspension.
11. The decision of the arbitrator shall be final and binding on all parties.
12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.

ARTICLE XI      LAYOFF PROCEDURE

Section 1.      General Provisions

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.
- C. When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) agency/department are transferred to another agency/department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.
- D. Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer makes such an offer in writing to the employee.

Section 2.      Order of Layoff

- A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their agency/department head shall be laid off in an order based on consideration of:
  - 1. Employment status,
  - 2. Past performance,
  - 3. Length of continuous service with the County.
- B. Layoffs shall be made by class within the Department except that:
  - 1. Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.
  - 2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of the Department.

- C. Within a class, employees shall be subject to layoff in the following order:

<u>Employment Status</u>	<u>Layoff Order</u>
First - Temporary Promotion	Determined by Department
Second - New Probationary	Determined by Department
Third - Regular/Promotional Probationary	Layoff Points

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the Department shall determine the order of layoff for these employees.

- D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.
- E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

### Section 3. Computation of Layoff Points

#### Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

#### Demerit Points:

For a rating of "does not meet performance objectives" on the last "Performance Evaluation Report," for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.
- B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.
- C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6. and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.
- B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify the Department in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify the Department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
3. Failure by an employee to respond to his or her Department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.
4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

- A. The following persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

The names of persons laid off shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. Persons Who Exercise Their Rights Under Section 5

The names of persons who exercise their rights under Section 5. shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.

3. Persons Who Voluntarily Reduced Under the Provisions of Section 6

The names of persons who were voluntarily reduced under the provisions of Section 6. shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

Positions to be filled shall be offered first to persons on the DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

- B. The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.
- C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:
1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.
  2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

3. An employee who, upon retirement, signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.
- D. In the event two (2) or more agencies/departments are consolidated while AGENCY/DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the agency/department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.
- E. Reemployment lists shall be available to OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

- A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
  1. All healthcare leave credited to the employee's account or any unpaid annual leave when laid off shall be restored.
  2. All seniority points held upon layoff shall be restored.
  3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.
  4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
  5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.
- B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:



1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.
  2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.
  3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.
- C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:
1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.
  2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

ARTICLE XII      ON-THE-JOB INJURY, WORKERS' COMPENSATION  
SUPPLEMENT PAY

Section 1.      Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq., or Labor Code 4850 et. seq. for the classification of Sheriffs Special Officer.

Section 2.      Exhaustion of 4850 Benefits

When an employee has exhausted all benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of County employment, the provisions of Section 3. (below), Worker's Compensation Supplement Pay, shall apply.

Section 3.      Workers' Compensation Supplement Pay

- A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.
- B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.
- C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

- D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).
- E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
- F. When an employee is no longer entitled to receive workers' compensation supplement pay or 4850 Leave, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.
- G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.
- H. Nothing in this provision shall be construed as waiving any right to greater benefits which may be available pursuant to Labor Code Section 4850.

#### Section 4. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.

## ARTICLE XIII     SAFETY

### Section 1.     General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

- A. No employee shall be required to work under conditions dangerous to the employee's health or safety.
- B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.
- C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.
- D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.
- E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the County shall provide the necessary first aid kits in each location.
- G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

### Section 2.     Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the Department. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

### Section 3. Abatement of Violations

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

### Section 4. Safety Representatives

- A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.
- B. The number of Safety Representatives at each facility shall be determined as follows:
  - 1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.
  - 2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.
- C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:
  - 1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.
  - 2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
  - 3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:
    - a. the Safety Representative checks in and checks out with the supervisor of the unit; and
    - b. he or she does not unduly interfere with the work of the unit.

Section 5.     Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.

ARTICLE XIV     UNIFORMS AND SPECIAL EQUIPMENT

Section 1.     Uniforms

The County will provide, but will not launder or dry clean, required uniforms for employees in the following classes:

Sheriffs Special Officer I  
Sheriffs Special Officer II

Section 2.     Special Equipment

The County will provide employees in the classes of Sheriffs Special Officer I and II with firearms, batons, handcuffs and leather goods whenever these items are required by the County.



## ARTICLE XV      OCEA AND EMPLOYEE RIGHTS

### Section 1.      Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

### Section 2.      Payroll Deduction

- A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.
- B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

### Section 3.      Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

### Section 4.      Use of Bulletin Boards

Space shall be made available to OCEA on Departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the Department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

### Section 5.      Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.

## ARTICLE XVI     MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

ARTICLE XVII     NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.

## ARTICLE XVIII POSITION CLASSIFICATION

### Section 1. The Establishment of New Classes

The County will provide OCEA an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

### Section 2. Reclassification of a Position

- A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.
- B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.
- C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

### Section 3. Procedure for Requesting Reclassification of a Position

- Step 1: An employee who believes his or her position is not properly classified may submit a written request to the Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.
- Step 2: Appropriate Department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Chief Human Resources Officer with a recommendation that a classification study be conducted.
  - A. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.

- B. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

- A. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.
- B. If the study is justified, and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.
- C. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

#### Section 4. Limitations on Concurrent Studies

- A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.
- B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.
- C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.

Section 5. Review of Disputed Position Classification Decisions

- A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.
- B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.
- C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.
- D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.
- E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.

## ARTICLE XIX     INSURANCE

### Section 1.     Health Plans and Premium Contributions

#### A.    Full Time Employees

1.    Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.
2.    The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:
  - a.    Employee Only Coverage - eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program;
  - b.    Employee and Dependent Coverage - seventy (70) percent of the total health plan premium, for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program.
  - c.    Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.
3.    Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps program.
4.    The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

#### B.    Part-time Employees

1.    Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.



2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

- a. Employee Only Coverage – forty-five (45) percent of the employee's premium or fifty (50) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program;
- b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee's eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee's eligible dependents if the employee completes the Healthy Steps (wellness incentive) program.
- c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

- a. Employee Only Coverage – one hundred (100) percent of the premium;
- b. Employee and Dependent Coverage – per subsection B.2.b above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this

program during the period in which the employees were ineligible due to legal separation or divorce.

- D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse's health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.
- E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.
- F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.
- G. Effective January 1, 2008, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

Section 2.     Health Plan Enrollment

- A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.
- B. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.
- C. The County shall provide for an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees, to change their enrollment in a County health plan.
- D. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan.

Section 3.     Other Insurance Coverage

- A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.
- B. The County shall, on a biweekly basis, forward thirty cents (\$0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund; the County shall forward at least monthly an amount equal to thirty cents (\$0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.
- C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.
- D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.
- E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund's compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:
  - 1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.
  - 2. The annual report shall include the following information:
    - a. the actual cost of benefits provided by the trust fund;
    - b. member contributions to the cost of benefits provided by the trust fund;
    - c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
    - d. a summary of other trust fund expenditures; and
    - e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County's written request or the report's completion, whichever shall last occur.
4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage as permitted by state and federal law, regulations, and guidelines.

Section 5. Retiree Medical Plan

Retiree Medical Grant

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.
2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.
3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

- a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.
- b. The Grant will be adjusted as follows:
  1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.
  2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.
  3. Sections 5.A.3.b.1 and 5.A.3.b.2 shall not apply to Disability Retirements.
  4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

- c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan from the date they retire. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

#### Retiree Medical Plan Lump Sum; Termination; Phase Out

An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

An employee who is employed by the County prior to June 23, 2006 who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately proceeding June 23, 2006.

Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

#### Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS).
2. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a.,b.,c., and d. below:
  - a. A retiree who receives a service-connected disability retirement pension under OCERS shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.
  - b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County

service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

- c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the Orange County Board of Retirement.
  - d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.
3. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.
4. Deferred Retirement
- a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree.
  - b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.
5. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

#### Survivor Benefits



1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.
2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

E. Transition from County Retiree Medical Grant to an OCEA-Administered Retiree Medical Trust

The County and OCEA agree to an immediate reopener, within two weeks of the adoption of this MOU by the Board of Supervisors, to discuss the possible transition of OCEA-represented County employees from the County's Retiree Medical Grant into an OCEA-administered Retiree Medical Trust (OCEA RMT) based on the following:

1. The OCEA RMT shall be a Voluntary Employees Beneficiary Association (VEBA) formed pursuant to Internal Revenue Code Section 501(c)(9) or similar plan.
2. As part of any transition, the County shall initially transfer to the OCEA RMT the agreed upon "Actives" portion of allocated assets of the current County Retiree Healthcare Plan.
3. As part of any transition, the County shall make recurring contributions to the RMT, consistent with the County's Actuarially Determined Contribution (ADC) as of June 30, 2019.
4. OCEA agrees to provide an actuarial projection based on reasonable actuarial assumptions which supports the goal of the OCEA RMT providing a benefit comparable to the current County Retiree Medical Grant.
5. OCEA agrees to provide to the County an annual audited financial report of the OCEA RMT.
6. OCEA agrees that OCEA and/or its advisors will only charge reasonable administrative fees.
7. OCEA agrees to establish the OCEA RMT in such a manner as to enable the participation of other bargaining groups who comply with the OCEA RMT's requirements.
8. Both parties understand that it is a goal of the plan that it be cost neutral for the County and that the RMT not result in a requirement that the County report an unfunded liability

associated with the OCEA RMT in the County's financial statements to comply with governmental accounting standards.

9. The County waives its right to unilaterally implement any provisions in connection with this reopener during the term of this MOU.

## Section 6. Reopener

### Reopener as a Result of the ACA

The County may reopen negotiations on this Article<sup>1</sup> and other provisions of the MOU (e.g., Flexible Spending Accounts in Article XXV), for purposes of addressing issues resulting from the implementation of the Patient Protection and Affordable Care Act (ACA), including but not limited to, the potential impact of the Excise Tax (commonly known as the "Cadillac Tax") on high cost employer-sponsored health coverage. Federal administrative agencies have not yet issued definitive guidance regarding the Excise Tax which was expected to begin in 2018, but was delayed until 2020. The parties acknowledge that some of the benefits provided in the MOU may be included in the coverage to which the Excise Tax liability may apply. As a result, the issues that likely need to be addressed are: which health group plan coverages must be taken into consideration for purposes of this tax, how to calculate this tax, and what steps, if any, can be taken to avoid payment of the Excise Tax (e.g., modification of benefits). Notwithstanding the above, the County may not reopen negotiations on these issues unless the issues have first been discussed as part of a Working Group.

The County will not be responsible for the payment of any Excise Tax on health coverage from unit members' enrollment in County-sponsored health plans.

## Section 7. Accidental Death and Dismemberment Insurance

The County shall provide basic accidental death and dismemberment insurance in the amount of one hundred thousand dollars (\$100,000) for all Sheriffs Special Officer employees without proof of insurability. The policy shall provide benefits for death or dismemberment occurring in the line of duty. Such insurance will be subject to the limitations of liability contained in those insurance policies.

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<sup>1</sup> Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.

ARTICLE XX     DEFINED CONTRIBUTION

Section 1.    An employee in a regular position may, at his or her request, participate in the County's Section 457(b) Defined Contribution Plan.

Section 2.    The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County's Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3.    The County and OCEA agree to a reopener to facilitate the automatic enrollment of new hire OCEA members in the appropriate County Defined Contribution plan.

## ARTICLE XXI RETIREMENT

### Section 1. Retirement Benefit Levels

- A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA").
1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the "2.7% at 55" benefit formula.
    - a. For eligible employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.
    - b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.
  2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.
    - a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the "2.7% at 55" benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the "1.62% at 65" benefit formula) for future County service.
    - b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the "2.7% at 55" benefit formula and shall make the employee retirement contributions established for that benefit formula.

- c. In the event an eligible employee elects the "1.62% at 65" benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the "DC Plan") described in Section 3 below.
  - d. Effective with the beginning of pay period following the date an employee elects the "1.62% at 65" benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.
- 3. Election Option of "2.7% at 55" or "1.62 at 65" Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.
  - a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.
  - b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the "2.7% at 55" benefit formula or the "1.62% at 65" benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.
  - c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the "1.62% at 65" benefit formula.
  - d. An employee who elected, or was deemed to have elected, the "1.62% at 65" benefit formula is eligible to participate in the "DC Plan" described in Section 3 below.
  - e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee's hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the "1.62% at 65" benefit formula are not retroactive to the employee's date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the "1.62% at 65" benefit formula.

- f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the "1.62% at 65" benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.
- B. For Employees Hired on or After January 1, 2013 who are Considered "New Members" within the Meaning of PEPRA.
  - 1. The retirement formula will be the "1.62% at 65" benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C. below
  - 2. "New Members" are eligible to participate in the "DC Plan" described in Section 3 below.

## Section 2. Retirement Contributions

- A. Members' normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.
- B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.
- C. Employee Retirement Contributions to Offset the Increased Cost of the "2.7% at 55" benefit formula:
  - 1. The implementation of the "2.7% at 55" retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, ie., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active

members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the "Reverse Pickup" and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

- a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.
- b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

### 3. Reduction in Reverse Pickup

- a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.
- b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.
- c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee's paid reverse pickup.
- d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2% for a total fixed ongoing 3.6% reduction of the employee's paid reverse pickup.



- e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

### Section 3. Defined Contribution Retirement Plan

- A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement Section 457(b) Defined Contribution Plan (the "DC plan") to those employees who are covered by the "1.62% at 65" benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be "new members" within the meaning of PEPPRA). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 3.B. below.
- B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee's base salary (the "match"). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.
- C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

### Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.

ARTICLE XXII    SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE XXIII    RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Sheriffs Special Officer Unit for classes in effect on June 21, 2019. Said classes are listed in Appendix A.

## ARTICLE XXIV FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

### Section 1. Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee's dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan document.

### Section 2. Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee's health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan document.

ARTICLE XXV    PERFORMANCE INCENTIVE PROGRAM (PIP)

Section 1.

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year.

All other performance management components of PIP remain in effect.

## ARTICLE XXVI LABOR MANAGEMENT COMMITTEES

### Section 1. Introduction

- A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of Agency/Department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.
- B. The Labor Management Committee (LMC) process is intended for agency and department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.
- C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.
- D. An issue may be considered by the LMC members unless the issue:
  - 1. Concerns only an individual employee, such as that employee's performance evaluation, PIP award, discipline or an individual problem with another employee;
  - 2. Has County-wide impact; or
  - 3. Involves the classification of one or more employees.
- E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.
- F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

### Section 2. Structure

- A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.

- B. 1. Every agency/department shall have an LMC.
- 2. The agency/department LMC structure shall consist of management representatives selected by the agency/department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.
- 3. Each agency/department LMC shall have two sponsors who may or may not be members of the LMC: the agency/department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time Off for LMC Activities

- A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.
- B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

- A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.
- B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.
- C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.
- D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.
- E. Within 30 days of receipt of the LMC recommendation, the agency/department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.



- F. Any issue which is not resolved by the agency/department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.

ARTICLE XXVII SALARY

1. Effective the first day of the first pay period following adoption of this 2019-2023 MOU, the salary schedule will be increased by 2.50%.
2. Effective July 3, 2020,, the salary schedule will be increased by 2.50%.
3. Effective July 2, 2021, the salary schedule will be increased by 2.50%.
4. Effective July 1, 2022, the salary schedule will be increased by 3.50%.

ARTICLE XXVIII DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Section 1. Upon adoption of the MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.

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## APPENDIX A

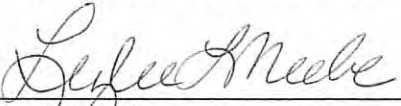
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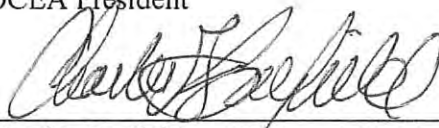
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6112SO Sheriff's Special Officer II

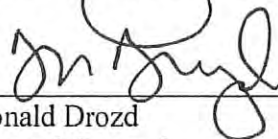
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2019 - 2023  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY EMPLOYEES ASSOCIATION  
SHERIFF'S SPECIAL OFFICER UNIT


ORANGE COUNTY  
EMPLOYEES ASSOCIATION

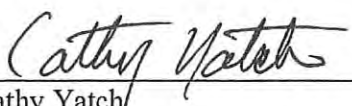
  
Lezlee Neebe  
OCEA President

  
Charles Barfield  
General Manager

  
Tim Steed  
Assistant General Manager


  
Donald Drozd  
General Counsel


  
Bridgette Washington  
Operations Manager


  
Cathy Yatch  
Administrative Manager


COUNTY OF ORANGE

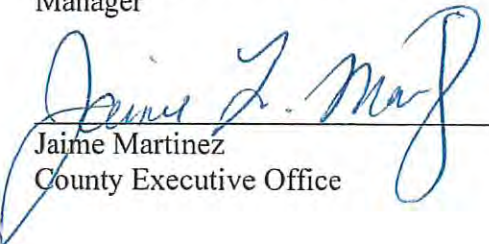
  
Frank Kim  
County Executive Officer

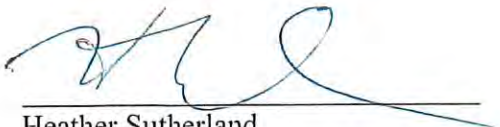
  
Tom Hatch  
Chief Human Resources Officer

  
Teri Maksoudian  
Lead Negotiator

  
Colette Farnes  
Director, Employee & Labor  
Relations

  
Traci Becerra  
Sr. Employee & Labor Relations  
Manager

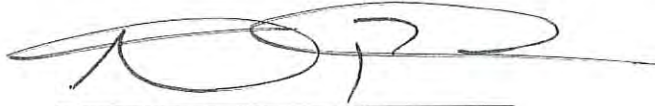
  
Jaime Martinez  
County Executive Office



Heather Sutherland  
Executive Assistant



Renee Catanzariti  
Human Resource Services  
Employee Benefits



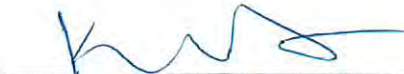
Aaron Peardon  
Senior Labor Relations Representative



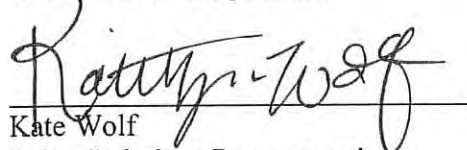
Kim Derrick  
Human Resource Services  
Employee Benefits



Danielle Chau  
Labor Relations Specialist



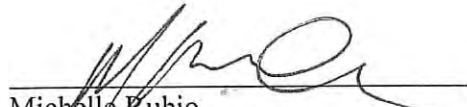
Kim Peters  
Office of Auditor-Controller



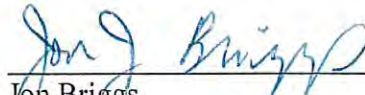
Kate Wolf  
Labor Relations Representative



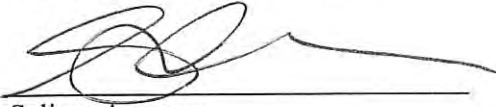
Kim Evans, Notetaker  
Human Resource Services



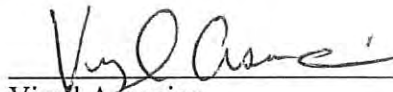
Michelle Rubio  
Labor Relations Specialist




Jon Briggs  
Assistant Sheriff




Saliem Aregaye  
Labor Relations Representative



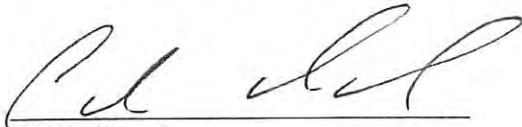
Virgil Asuncion  
Lieutenant  
Sheriff's Department



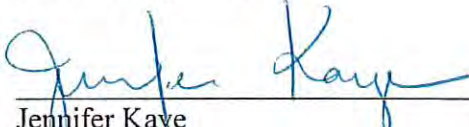
Veronica Rodarte  
Labor Relations Representative



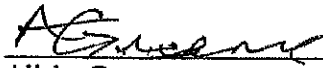
Richard Sanchez  
Professional Standards Division  
Sheriff's Department



Carlos Rosales  
Lead Organizer



Jennifer Kaye  
Human Resource Services  
Health Services Agency



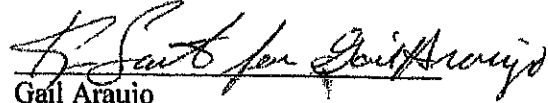
Alisha Greene  
Organizer



Ken Santini  
Deputy Division Director  
SSA – Children & Family Services



Jessica Salazar  
Administrative Assistant



Gail Araujo  
Deputy Division Director  
SSA – Contracts, Procurement &  
Human Resources



Henry Leber  
Sheriff's Special Officer Unit



Andrew Rodriguez  
Sheriff's Special Officer Unit



Dan Edwards  
Sheriff's Special Officer Unit

Date: 10/29/19

Date: 12/18/19

**Letter of Agreement Between the County of Orange and OCEA**

**Employee Ability to Opt Out of County Health Plans**

The County and the Orange County Employees Association (OCEA) agree that the following modifications shall be incorporated into the 2019-2023 Memoranda of Understanding for the Community Services (CS), County General (GE), Healthcare Professional (HP), Office Services (CL), Supervisory Management (SM) and Sheriff's Special Officer (SO) units effective upon full execution of this letter. The modifications are set forth below:

**ARTICLE XIX INSURANCE**

**Section 1. Health Plans and Premium Contributions**

H. Employees may opt out of participation in the County's health insurance programs at any Open Enrollment or within 30 days of a qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act ("ACA") and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

**Section 2. Health Plan Enrollment**

- A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.
- C. The County shall provide for an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act ("ACA") and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.
- D. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in manner consistent with Article XIX, Section 5(A)(3)(c) of this MOU.

Side Letter Acknowledgment

The County of Orange and OCEA have met and conferred over the terms and conditions of this Letter of Agreement and have reached agreement on the terms herein.


This agreement will become effective upon full execution of this agreement. These changes will remain in effect unless and until modified in subsequent negotiations between the parties.

Verified digital signatures/DocuSign signatures will also be considered validly executed.

ORANGE COUNTY EMPLOYEES  
ASSOCIATION

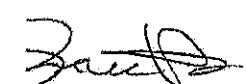
  
Charles Barfield  
General Manager

Date

  
Lezlee Neebe  
President

8/28/2020 | 10:21 AM PDT

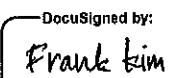
Date

  
Bridgette Harris  
Operations Manager

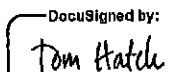
8/27/20

Date

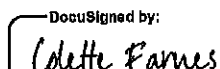
COUNTY OF ORANGE

DocuSigned by:  
  
Frank Kim  
County Executive Officer


8/31/2020 | 2:48 PM PDT

DocuSigned by:  
  
Tom Hatch  
Chief Human Resources Officer

8/31/2020 | 2:26 PM PDT

DocuSigned by:  
  
Colette Farnes  
Director, Employee & Labor Relations  
Human Resource Services

8/28/2020 | 12:10 PM PDT

DocuSigned by:  
  
Renee Catanzariti  
Director, Employee Benefits  
Human Resource Services

8/31/2020 | 1:09 PM PDT



**Letter of Agreement  
Between the County of Orange ("County")  
and  
the Orange County Employees Association ("OCEA")**

The County and OCEA agree to the following modifications to be incorporated into the 2019-2023 Memoranda of Understanding ("MOU") for all OCEA bargaining units effective on the first day of the first pay period after adoption by the Board of Supervisors. The modifications are set forth below.

This Letter of Agreement does not impact or change any current classifications receiving Safety Work Boots as outlined in the respective MOUs between OCEA and the County of Orange.

**ARTICLE VIII REIMBURSEMENT PROGRAMS**

**Section 4. Boots (Section 3. for the Office Services Unit and Section 5. for the Supervisory Management Unit)**

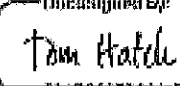
- E. A Department Head in conjunction with Risk Management and/or the Department Safety Manager may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of \$150 per fiscal year for the term of this MOU for additional classifications/employees per the following parameters:
- As a result of their duties, the employees are required to wear safety compliant work boots.
  - There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.
  - There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classifications within the department or specific division/s - unit/s.
  - If the safety work boots are not required to be worn frequently (e.g., twice weekly, the Department Head may authorize provision of safety work boots on a less frequent basis).
  - The department is able to absorb any increased costs within its existing budget.
  - If a department implements a program to provide safety work boots through a boot mobile and/or voucher system, the employees will no longer be entitled to the safety work boot reimbursement.
- F. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.

ORANGE COUNTY  
EMPLOYEES ASSOCIATION

  
Charles Barfield  
General Manager

3/9/2021

COUNTY OF ORANGE

Designated by:  
 3/10/2021  
Tom Hatch  
Chief Human Resources Officer



Aaron Peardon  
Senior Labor Relations Representative

Declassified by

Colette Farnes 3/10/2021

Colette Farnes  
Director, Employee & Labor Relations

Declassified by:

Marc Gallonio 3/10/2021

Marc Gallonio  
Senior Employee & Labor Relations Manager

**Attachment:**

- 2019-2023 OCEA MOU Redline

**Approved by the Board of Supervisors February 23, 2021**  
**Effective February 26, 2021**

## ARTICLE VIII REIMBURSEMENT PROGRAMS

### Section 4. Boots (Section 3. for the Office Services Unit and Section 5. for the Supervisory Management Unit)

- E. ~~The parties agree to establish a working group to identify additional classifications or to develop a policy for identifying classifications and/or positions qualifying for safety boot reimbursement.~~

A Department Head in conjunction with Risk Management and/or the Department Safety Manager may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of \$150 per fiscal year for the term of this MOU for additional classifications/employees per the following parameters:

- As a result of their duties, the employees are required to wear safety compliant work boots.
- There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.
- There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classifications within the department or specific division/s - unit/s.
- If the safety work boots are not required to be worn frequently (e.g., twice weekly, the Department Head may authorize provision of safety work boots on a less frequent basis).
- The department is able to absorb any increased costs within its existing budget.
- If a department implements a program to provide safety work boots through a boot mobile and/or voucher system, the employees will no longer be entitled to the safety work boot reimbursement.

- F. ~~During the first year of this contract, a Department Head in conjunction with Risk Management may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of \$150 per fiscal year for additional positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.~~

~~Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.~~



**MEMORANDUM  
OF  
UNDERSTANDING  
PUBLIC SAFETY GENERAL UNIT  
AND  
PUBLIC SAFETY SUPERVISORY UNIT  
2017 – 2021  
COUNTY OF ORANGE  
AND  
ASSOCIATION OF ORANGE COUNTY DEPUTY  
SHERIFFS**

MEMORANDUM OF UNDERSTANDING

2017 – 2021

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE

PUBLIC SAFETY GENERAL UNIT

AND

PUBLIC SAFETY SUPERVISORY UNIT

On October 27, 2017, the Association of Orange County Deputy Sheriffs became the Exclusively Recognized Employee Organization for the Probation Services and Probation Supervisory Management Units. Subsequently on November 24, 2017, the Deputy Coroner, Public Assistance Investigator, and Park Ranger series were added to the Probation Services and Probation Supervisory Management Units. With the adoption of this MOU the parties agreed to rename the Units as the Public Safety General Unit and Public Safety Supervisory Unit.

This Memorandum of Understanding adopted by the Board of Supervisors on January 4, 2019 sets forth the terms of agreement reached between the County of Orange and Association of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units for the period beginning October 27, 2017 through June 17, 2021. Unless otherwise indicated herein, all provisions shall become effective January 4, 2019.

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## DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence shall not be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DIRECTOR OF EMPLOYEE AND LABOR RELATIONS shall mean the Director of Employee and Labor Relations, or his or her designee.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the County and covered by terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

EXTRA HELP EMPLOYEE shall mean an employee employed in an extra help position. An extra help employee serves at the pleasure of the County in an extra help position.

EXTRA HELP POSITION shall mean a position which is intended to be occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid sick leave and other situations involving a fluctuating staff. Ordinarily, a full-time extra help position will not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the County Executive Officer and the Chief Human Resources Officer, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.

PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.



REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.

ARTICLE I     WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1.   Workweek

- A.     The official FLSA work period for the classifications listed below shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

Deputy Juvenile Correctional Officer I  
Deputy Juvenile Correctional Officer II  
Senior Juvenile Correctional Officer  
Deputy Probation Officer I  
Deputy Probation Officer II  
Senior Probation Officer  
Supervising Juvenile Correctional Officer  
Supervising Probation Officer

Once a Supervising Juvenile Correctional Officer submits his/her work schedule for an upcoming pay period, any additional mandated Duty Officer shifts that the employee is required to work within that pay period will be paid as overtime hours as outlined in Section 2.C. below.

- B.     The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

Deputy Coroner  
Senior Deputy Coroner  
Supervising Deputy Coroner  
Park Ranger I  
Park Ranger II  
Senior Park Ranger  
Supervising Park Ranger  
Public Assistance Investigator Trainee  
Public Assistance Investigator  
Supervising Public Assistance Investigator

- C. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.
- D. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and AOCDS first negotiating and attempting to reach agreement on such hours of work for each division or work unit proposing implementation of such alternate work schedules.
- E. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.
- F. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.
- G. The County shall discuss with AOCDS any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to AOCDS at least fourteen (14) calendar days before such changes are put into effect.
- H. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in A., above, except on authorized overtime.
- I. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Department.
  - 1. Upon written request by AOCDS, the County agrees to study the

feasibility of establishing work schedules consisting of either:

- a. four (4) ten (10) hour workdays per week;
  - b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
  - c. flex time.
2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.
  3. AOCDS agrees not to request more than twelve (12) such studies concurrently for the combined units represented by AOCDS and no more than three (3) concurrently for each agency/department.
  4. The County agrees to discuss with AOCDS any findings and recommendations prior to reaching a final decision and implementation.
- J. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

## Section 2. Overtime

### A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin.

1. For the employees listed in Section 1. A. above any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.
2. For the employees listed in Section 1.B. above and designated as non-exempt under FLSA, any work hours in excess of forty (40) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

3. For the employees listed in Section 1.B. above and designated as exempt under FLSA any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.
3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.
4. The County and AOCDS may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 1/2) times the regular rate.
2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the department. Consideration shall be given to effectuating the wishes of employees. The maximum number of Compensatory Time (CT) hours which may be accrued by any employee is one hundred and twenty (120). If an employee accrues 120 hours of CT, he/she cannot accrue additional CT until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.
3. Overtime hours worked by extra help employees shall be paid.
4. Compensatory time earned and accrued by an employee in excess

of thirty-two (32) hours may be scheduled off for an employee by his or her department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

5. No scheduled compensatory time off will be cancelled except in cases of emergency.
6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.
7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.
8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

### Section 3. Rest Periods and Cleanup Time

- A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.

Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

- B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

### Section 4. Premium Pay

- A. Night Shift Differential

1. Except as provided in 4. and 5., below, an employee who works an

assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.

2. Except as provided in 4. and 5., below, for purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.
3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.
4. A Deputy Juvenile Correctional Officer II who works an assigned night shift of twelve (12) or more consecutive hours shall, in addition to his or her regular salary, be paid a night shift differential for eight (8) hours.
5. For employees assigned the duties of Deputy Juvenile Correctional Officer I, night shift shall mean an assigned work shift of six (6) consecutive hours or more which includes at least four (4) hours of work between the hours of 10 p.m. and 6 a.m.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.
2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.
3. Employees in the Public Safety General Unit paid on a sixteen (16) hour shift basis are exempt from these provisions.
4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.



C. Call-Back Pay

1. When an employee returns to work because of a department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.
2. Call-back shall be paid at one and one-half (1 1/2) times the regular rate.
3. There shall not be any duplication or pyramiding of rates paid under this Section.
4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.
5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.
6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2., 3. and 4., below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month) for all hours actually paid.
  - a. An employee must be assigned by departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.
  - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
  - c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer or his or her designee.
2. Exceptional Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

Deputy Probation Officer I  
Deputy Probation Officer II  
Senior Probation Officer  
Supervising Juvenile Correctional Officer  
Supervising Probation Officer  
Public Assistance Investigator Trainee  
Public Assistance Investigator

3. Counselor Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c., above, are regularly assigned by department management to perform their duties in a language other than English shall receive an additional seventy (70) cents per hour for all hours actually paid:

Deputy Juvenile Correctional Officer I  
Deputy Juvenile Correctional Officer II  
Senior Juvenile Correctional Officer

4. Exceptional Bilingual Pay for the Deputy Coroner and Sr. Deputy Coroner

Qualified employees in the following class who, in addition to meeting the criteria in 1.a. and b. above, and when approved by the Division Commander, are certified by the Chief Human Resources Officer or his or her designee as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties, based on assignment requirements, shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty one (121) dollars per month) for all hours actually paid.

Deputy Coroner  
Sr. Deputy Coroner

5. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.
6. Bilingual pay shall not apply to workers' compensation supplement

pay.

7. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Department Head, who will consider it according to:
  - a. department need;
  - b. availability of a qualified replacement; and
  - c. availability of another suitable assignment for the requesting employee.

E. Armed Assignment Pay

1. Employees on pay status in the below classifications and assigned to a position which requires armed status on a regular, full-time basis shall receive the equivalent of one-hundred forty-nine dollars and eighty cents (\$149.80) biweekly (approximately three-hundred twenty-four dollars and fifty-seven cents (\$324.57) per month).

In the event an employee is assigned to a position which requires armed status for a portion of a pay period, the Armed Assignment Pay shall be paid on a pro-rated basis for those hours worked in an armed assignment.

Deputy Probation Officer I  
Deputy Probation Officer II  
Senior Deputy Probation Officer

2. Employees on pay status in the below classification and assigned to a position which requires armed status on a regular, full-time basis shall receive the equivalent of one-hundred seventy-five dollars and eighty-six cents (\$175.86) biweekly (approximately three-hundred eighty-one dollars and three cents (\$381.03) per month).

In the event an employee is assigned to a position which requires armed status for a portion of a pay period, the Armed Assignment Pay shall be paid on a pro-rated basis for those hours worked in an armed assignment.

Supervising Probation Officer

F. Peace Officer Standards and Training (P.O.S.T.) Pay – Deputy Coroner Series

A full-time regular, limited-term or probationary employee classified as Deputy Coroner, Senior Deputy Coroner or Supervising Deputy Coroner who complies with the procedure below shall be paid either approximately two hundred (200) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred fifty (350) dollars per month for an Advanced P.O.S.T. Certificate and shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on-call pay not to exceed forty [40] hours per week.)

The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

G. Peace Officer Standards and Training (P.O.S.T.) Pay – Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty (150) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred (300) dollars per month for an Advanced P.O.S.T. Certificate and shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on-call pay not to exceed forty [40] hours per week.)

The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

H. Peace Officer Standards and Training (P.O.S.T.) Pay – Supervising Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Supervising Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty (150) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred (300) dollars per month for an Advanced P.O.S.T. Certificate or approximately three hundred forty (340) dollars per month for a Supervisory P.O.S.T. Certificate shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call-back or on-call pay not to exceed forty [40] hours per

week.)

The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

I. Training Officer Assignment Pay

Regular, full-time employees who are assigned to provide training to County or Department personnel shall be paid two dollars (\$2.00) per hour for all hours performing such training. Employees in senior or supervisor classifications shall receive training officer pay unless:

1. The employee's primary assignment is to provide training during the normal course and scope of their duties; or
2. The employee is acting as a training officer; or
3. The employee is providing individual training or technical guidance to a lower level employee.

J. Hazard Premium Pay for Deputy Coroner Series

Effective the first day of the first full pay period in January 2020, regular, full-time employees in the Deputy Coroner series on pay status shall receive the equivalent of sixty-nine dollars and twenty-five cents (\$69.25) biweekly (approximately one hundred fifty dollars per month).

In the event an employee in the Deputy Coroner series is on pay status for a portion of a pay period, the Hazard Premium Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

## ARTICLE II     PAY PRACTICES

### Section 1.   Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

### Section 2.   Pay for New Employees

- A.    A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.
- B.    Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.
- C.    The agency or department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the agency or department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.
- D.    Upon recommendation of the agency or department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.
- E.
  - 1.    The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.
  - 2.    If a recruiting step is decreased, incumbents of the class will be unaffected.
  - 3.    If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.C. for new employees.
  - 4.    Any regular employee whose salary could be bypassed by a new

employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

- A. Extra help employees shall not be eligible for merit increases within range.
- B. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the department head.
- C. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military Leave) or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence or suspensions.
- D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- E.
  - 1. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase. Effective June 1, 2015, a performance rating of "meets performance objectives" shall earn a one (1) step increase.
  - 2. For any employee hired on or after July 15, 1977, the determination



as to whether or not to grant merit increases beyond Step 10, and if granted, in what amounts, shall be solely within the discretion of the department head and shall be based on merit.

- F. If, in the department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.
- G. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

#### Section 4. Salary on Promotion

- A. Except as modified by B., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.
- B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.
- C. Upon recommendation of the agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to

exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

- A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. Salary on Reduction

- A.
  - 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.C., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.
  - 2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's agency/department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.
- C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.
- D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:
  - 1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.
  - 2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until

the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

#### Y-RATE SCHEDULE

<u>Years of Full-Time Continuous Service</u>	<u>Duration of Y-Rate</u>
Less than 5 years	Two years from the date of reclassification
5 years but less than 10 years	Three years from the date of reclassification
10 years but less than 15 years	Four years from the date of reclassification
15 years but less than 20 years	Five years from the date of reclassification
20 years but less than 25 years	Six years from the date of reclassification
25 years or more	Seven years from the date of reclassification

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

#### Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

- A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

#### Section 8. Salary on Reemployment

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.
- B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

#### Section 9. Changes in Salary Allocation

- A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.
- B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

#### Section 10. Additional Compensation

Notwithstanding anything in this Memorandum of Understanding to the contrary when in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

#### Section 11. Pay Check Deposit

- A. The County will permit an employee to authorize automatic deposit of his or her pay check to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller

determine it is feasible.

- B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice.
- C. Employees hired on or before June 29, 2001 that do not authorize automatic deposit will receive their pay check by U.S. Mail. The pay checks will be deposited in the U.S. Mail the day before the scheduled pay day. Parties agreed to addition.

## ARTICLE III GENERAL PERSONNEL PROVISIONS

### Section 1. Probation

#### A. New Probation

##### 1. Full-Time Employee

- a. A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period except as provided in section A.1.b below.
- b. A new or reemployed employee in a regular or limited-term position in the class of Public Assistance Investigator Trainee shall promote on the first day of the pay period following successful completion of the Specialized Investigators' Basic Course Academy (SIBC Academy), or an approved equivalent. Employees that have not met the above requirements within twenty-six (26) weeks will be terminated, or if applicable, returned to their former class.

##### 2. Part-Time Employee

A new or reemployed part-time employee in a regular or limited term position shall be placed on a new probation period for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

#### B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.
  - a. A full-time employee in the Public Safety General Unit shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or

the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.b below.

- b. A full time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of fifty-two (52) weeks from the date of the promotion ending the first day of the pay period following completion of said period.
- c. A part-time employee in the Public Safety General Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period. However, a part-time employee in the Public Safety General Unit who promotes to a class in the same series shall be placed on promotional probation for one thousand forty (1040) paid hours, exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.d. below.
- d. A part-time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.
- e. A full-time employee in the Public Safety Supervisory Unit shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. However, an employee who promotes from a class in the Public Safety Supervisory Unit to a class in the same series shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.
- f. A part-time employee in the Public Safety Supervisory Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion from a class in the Public Safety Supervisory Unit to a class in the same series, the promotional probation period shall



be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.

2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's agency/department head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

- a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.
- b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.
- c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted

probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's agency/department head shall not have the right to return to his or her former class.

- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.
3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.
2. When the Department Head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.E. of this Article, below, and an employee who is permitted by the department to work beyond the end of a probation period shall be deemed to have passed such probation period.
3. An employee who is on probation may not transfer from one department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of suspension, with the extended probation period ending with the first day of the pay period after said extended date.
2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.
3. With the mutual agreement of a new probationary employee and his or her department, the employee's new probation period may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed. In such cases, the department shall advise AOCDS in writing regarding the extension of probation as soon as practicable. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

- A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and

in addition, for employees on probationary status, at least once near the middle of the probation period.

- B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

### Section 3. Contents of Personnel File

- A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.
- F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief Human Resources Officer and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

### Section 4. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring

standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

- B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the agency/department head shall become a limited-term regular employee.
- C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation, and sick leave and annual leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation, sick leave and annual leave accrual, retirement, layoff and new employee probation.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.
- E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the agency/department head shall retain their former status and retain their layoff benefits in their former layoff unit. The agency/department head shall make such an order in writing prior to the date of transfer or promotion.

#### Section 5. Temporary Promotion

- A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.
- B. The department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular,

probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and agency/department. A temporary promotion shall not exceed a period of eighteen (18) months.

#### Section 6. Reemployment of Employees on Disability Retirement

- A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.
- B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

a person appointed to a regular position in the County service shall be removed from the list;

a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

a person who on three (3) separate occasions, declines referral for

interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Departmental Leave for such period of time.

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one agency/department to another.

Section 9. On-Duty Meals – Probation Department

- A. The County shall provide meals to Probation Department sworn personnel employed in Probation Department residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.
- B. The County shall provide reasonable reimbursement for meals for Probation Department sworn personnel in field assignments who are required by their supervisor to take their meal period while in custodial charge of a client.
- C. During emergencies which require unusual amounts of overtime, Probation Department sworn employees who are required to work such excessive overtime shall be provided appropriate meals. The determination as to how such meals are provided and the amount authorized shall be at the discretion of the Probation Department.

Section 10. Transfer Policy for AOCDS Officers and Area Representatives

Management shall not, wherever practicable, assign an AOCDS officer or area representative to a different location if:

- A. the employee's performance is standard or better; and
- B. AOCDS objects to such assignment (AOCDS shall not object to such assignment change, except for good cause); and

- C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.

AOCDS will agree to provide a list of Area reps upon Board of Supervisors adoption of the MOU and within 30 days after any changes to the list occur.

#### Section 11. Training

- A. Upon approval of the Department Head, employees may participate in various County sponsored training programs. The County and AOCDS will inform employees of these training programs.
- B. During the term of this Memorandum of Understanding, AOCDS may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with AOCDS and consider implementation.



## ARTICLE IV LEAVE PROVISIONS

### Section 1. Sick Leave

#### A. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).
2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of sick leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).
3. Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
4. Except as required by law, extra help employees shall not earn sick leave. For those extra help employees who qualify for paid sick leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014.

#### B. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian.
5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).
6. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
  - b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
  - c. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. Upon the employee's return to work, the employee must furnish the department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
7. Absence from duty because of personal emergencies or personal business not to exceed thirty (30) working hours during the fiscal year.

8. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.4., B.5., B.6., or B.8., above.
2. Absences which occur on a County holiday.

D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. Employees hired on or after July 15, 1977, shall not be eligible for any payoff of sick leave. Employees hired before July 15, 1977 are eligible for sick leave payoff under the following conditions:
  - a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who

elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

- b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's sick leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.
- c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated sick leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provision of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.
- 4. Employees hired on or after July 15, 1977, shall not be eligible for any benefits provided by Paragraph D.3., above.
- 5. Upon request of the County, negotiations shall be reopened to consider alternative sick leave incentive/control programs.
- 6. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining sick leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated

to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring to the extent required by law.

## Section 2. Bereavement Leave

Upon request, regular, limited-term or probationary employees shall receive necessary time off with pay, not to exceed five (5) days in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, step-child, grandparent, grandchild or legal guardian.

## Section 3. Authorized Leave Without Pay

### A. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department, except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A., and 14 below. The Department Head may require that all accumulated compensatory leave time be used prior to granting of Departmental Leave. The use of earned vacation or annual leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

### B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee's completion of a Departmental Leave and after all compensatory time and vacation accruals, or the portion of annual leave subject to 100% payoff have been applied toward payment of the absence.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the department denies the extension of such Leave, the provisions of subsections 5. and 6., below, shall not apply.

3. An employee who has requested and identified a valid need for Family Leave pursuant to Article IV, Section 14, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:
  - a. When Official Leave involves the employee's own serious health condition – after all accumulated compensatory time, vacation accruals, sick leave and annual leave have been used;
  - b. When Official Leave involves the circumstances covered by Section 1, subsections B.4, B.5 or B.6 of this Article – after all accumulated compensatory time, vacation, sick leave (to the extent available to the employee for such use) and annual leave have been used;
  - c. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals, and/or the portion of the annual leave subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.
4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give the required notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until the employee gives such notice; however, the department may waive the notice or reduce the notice period at its discretion.
5. Except as to leaves which must be granted pursuant to sections 10, 11 and 14 in this Article, the department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.
6. If the department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.
7. An Official Leave shall not be credited toward continuous service.

C. General Provisions

1. A request for a Leave of Absence shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the probable date of return.
2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

Section 4. Official Leave for Nonoccupational Disability

- A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
  1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.
  2. Such Leave shall begin after all accrued sick leave, compensatory and vacation time and/or annual leave have been applied toward the absence.
  3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. (This provision does not apply to pregnancy disability leave.)
- B. If additional leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.
- C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until, and unless, the employee obtains a medical clearance from a physician designated by the County.

#### Section 6. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

#### Section 7. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

#### Section 8. Leave for AOCDS Business

The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official AOCDS business, provided that:

- A. AOCDS shall make a request to the employee's Department Head at least ten (10) days in advance.
- B. AOCDS shall not request that such Leave be effective for more than four (4) employees on any workday.
- C. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

#### Section 9. Absence Without Authorization

- A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.



- B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 9.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:
1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;
  2. a statement of the reasons for considering the employee to have automatically resigned;
  3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
  4. a statement of the employee's right to representation;
  5. a copy of the automatic resignation provisions which apply to the employee;
  6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.
- C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.
- D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.
- E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of sick leave, compensatory time, vacation or other paid leave to cover the absences is appropriate
- F. If an employee does not have authorization to be absent from work, such employee may request authorization from the Department Head prior to the expiration of the time limit specified in subsection A., above.
- G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

- H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

- A. A regular, limited-term or probationary employee shall be granted, upon request, a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:
1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.
  2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.
  3. Such employee has completed new probation.
  4. All accrued vacation, compensatory time or annual leave subject to 100% payoff has been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Sick Leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

- A. When an injury is determined to be job related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all sick leave, vacation, or annual leave subject to 100% payoff

has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

- B. Workers' Compensation Leave shall continue until the employee:
1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
  2. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
  3. accepts employment outside the County; or
  4. accepts employment in another County position; or
  5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or
  6. is retired pursuant to Government Code provisions.
- C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.

Section 12. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 13. Leave for Attendance at Professional Conferences – Probation Department

- A. Employees may request three (3) working days leave with pay each fiscal year for attendance at professional training conferences subject to the following conditions:
1. The request is made timely on the appropriate Department request forms.

2. The conference and training are job related, certified by Department-required entities and attendance meets Department's scheduling and business operation needs.
  3. The workload in the employee's unit must be such that he or she can be spared without negative impact on the unit.
  4. The employee's absence will not result in overtime for the employee or others.
  5. The employee's workload is current and his or her performance is standard or above.
  6. The employee pays all costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any.
  7. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to Department-designated management or supervisory staff.
- B. Attendance at training conferences by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department or in the assigned unit.
- C. Multiple request to attend the same conference or conferences scheduled at the same time will be considered based upon availability based upon adequate coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.
- D. Request may be made for more than three (3) days Leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the discretion of the department.
- E. Attendance at conferences out of the general area will require approval under the County Travel Request Procedure and is not covered by this provision.

#### Section 14. Family Leave

##### A. General Provisions

1. Family Leave shall be granted to the extent required by law. The following provisions set forth certain of the rights and obligations with

respect to this leave. Rights and obligations which are not specifically set forth below are set forth in the U.S. Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the Department of Fair Employment and Housing implementing the California Family Rights Act (CFRA). Unless otherwise provided by this Section "family leave" under this Agreement shall mean leave pursuant to the FMLA and CFRA.

2. Family Leave may be used in the following situations:
  - a. An employee's serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
  - b. The birth of a child, and in order to care for the newborn child within one year of birth.
  - c. Placement of a child for adoption or foster care within one year of the placement.
  - d. An employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent or a child of an employee standing in loco parentis (those with day-to-day responsibilities to care for and financially support a child).
  - e. Leave for a qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.
  - f. Leave to care for a spouse, registered domestic partner, child, parent, or "next of kin" who is a covered service member of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.
3. Employees must request and identify their need for Family Leave. The County and AOCDS agree that certain other types of leaves available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.

4. Eligibility for Family Leave will be determined according to the requirements of applicable law.
5. Family leave shall not exceed twelve (12) work weeks for situations covered by subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
6. Leave taken under the FMLA for a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.
7. The twelve (12) month period for calculating leave entitlement will be based on the calendar year (January 1 to December 31).
8. When a request for Family Leave is approved, the department shall determine whether sick leave, annual leave, compensatory leave, and/or vacation time is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee. The use of sick leave or annual leave shall be restricted to those circumstances which qualify under the provisions of Article IV., Section 1.B.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the department with thirty (30) calendar days notice of his or her intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.
3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to department operations.

C. Verification

1. As a condition to the approval of Family Leave, an employee may be required to furnish certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his or her duties because of the employee's own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.
2. Employees who request leave to care for a covered service member who is a child, spouse, registered domestic partner, parent or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's injury or illness.
3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military members in on active or called to active duty in a foreign country with the dates of active duty service. New active duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.
4. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

## ARTICLE V VACATION

### Section 1. Accumulation of Vacation

- A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately two [2] weeks per year). Part-time employees will earn vacation on a pro-rated basis.
- B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.
- D. A new employee in a part-time regular or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) shall be determined. The same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The same procedure shall be applied to each subsequent fifty-two (52) week period.
- E. For employees in the Public Safety General Unit, the maximum allowable vacation credit may accrue at any one (1) time for a full-time employee shall be three hundred twenty (320) hours and a prorated amount equal to eight (8) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.
- F. For employees in the Public Safety Supervisory Unit, the maximum



allowable vacation credit may accrue at any one (1) time for a full-time employee shall be four hundred (400) hours and a prorated amount equal to ten (10) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

## Section 2. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
- B. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article V, Section 1.C and F.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C. and F.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional vacation earned during the period of vacation may be taken consecutively.
- E. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
- F. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- G. No scheduled vacation will be cancelled, except in cases of emergency.
- H. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.6.
- I. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Deputy Sheriff - Emergency Service, Election Board Officer or Election Night Help.
- J. An employee separating from County service for reasons other than paid County retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from County service by way of paid County retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.

- K. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

### Section 3. Vacation Cash Out

#### A. Vacation Cash Out Where Employee Has No Annual Leave Balances

1. For employees with no annual leave balances in the Public Safety General unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.
2. For employees with no annual leave balances in the Public Safety Supervisory unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

#### B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave Balances

1. An employee with annual leave balances in the Public Safety General unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 70 hours, if the employee has more than 250 hours of accrued vacation hours at any point in the fiscal year.
2. An employee with annual leave balances in the Public Safety Supervisory unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 110 hours, if the employee has more than 290 hours of accrued vacation hours at any point in the fiscal year.

#### C. Vacation and Annual Leave Cash Out – Compensation Earnable

Vacation and/or annual leave cash outs are compensation earnable (pensionable) as allowed by law. Employees should contact AOCDS or OCERS for further details.

## ARTICLE VI ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977 and before this 2017-2021 MOU has been adopted by the Board of Supervisors. Employees hired prior to July 15, 1977 shall be covered by the Sick Leave and Vacation provisions of this Memorandum of Understanding.

### Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

- A. Effective the first day of the first full pay period following Board adoption of this 2017-2021 MOU, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1 and Article V, Section 1.
- B. Annual Leave that has been accumulated prior to the adoption of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave prior to use of sick leave or vacation, until all annual leave has been taken.
- C. During the 90 day period beginning 30 days after the adoption of this MOU by the Board of Supervisors, employees will have a one-time opportunity to convert annual leave that has been accumulated prior to the implementation of this MOU to sick leave.

### Section 2. Use of Annual Leave for Illness or Injury

- A. Annual Leave may be applied to:
  - 1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.
  - 2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
  - 3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
  - 4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent, or legal ward.

5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).
  6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.
  7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
- C. Annual Leave shall not be applied to absences which occur on a County holiday.

### Section 3. Use of Annual Leave for Vacation

- A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- B. No scheduled annual leave will be cancelled by the agency/department except in cases of emergency.
- C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.
- D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County

service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

- E. Holidays which fall during an employee's annual leave (vacation) period shall not be charged against the employee's annual leave balance.

#### Section 4. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
- B. An Official Leave of Absence shall cause the aforementioned ten (10) years (Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten (10) years (Section 1.C.) of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional annual leave earned during the period of annual leave may be taken consecutively.
- E. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- F. When a person is reemployed in a regular or limited term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining annual leave earning rates.
- G. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.
- H. The parties will jointly monitor and review on a regular basis, the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements or changes may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those

consequences. If it is found that the plan is not meeting the objectives, it may be discontinued. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

Section 5. Payoff of Unused Annual Leave

- A. An employee in the Public Safety General Unit with over 600 hours of accrued annual leave shall be permitted to cash out seventy (70) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety General Unit with 600 or less hours of accrued annual leave shall be permitted to cash out thirty-five (35) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional thirty-five (35) hours of annual leave in a fiscal year if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of request. In no event shall an employee be paid for more than 70 hours of annual leave in a fiscal year.

An employee in the Public Safety Supervisory Unit with over 600 hours of accrued annual leave shall be permitted to cash out one-hundred and ten (110) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety Supervisory Unit with 600 or less hours of accrued annual leave shall be permitted to cash out fifty-five (55) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional fifty-five (55) hours of annual leave in a fiscal year if determined by the Agency/Department.

To be economically and/or operationally feasible to do so at the time of the request. In no event shall an employee be paid for more than 110 hours of annual leave in fiscal year.

- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below. Notwithstanding the above, any annual leave taken off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.
- C. A Public Safety General unit employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	160 hours maximum paid at 100%
3 but less than 10 years	240 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.E. If an employee has less than 320 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 320 and the amount of vacation hours that the employee has accrued. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2), will be considered as a payoff for purposes of this provision). Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

- D. A Public Safety Supervisory unit employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10 years	320 hours maximum paid at 100%

10 or more years

A maximum of 1600 hours of the accrued annual leave balance has cash value. 400 hours are paid at 100%; the remaining balance, after the 400 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance after deducted from the 1600 maximum.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 400 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.F. If an employee has less than 400 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 400 and the amount of vacation hours that the employee has accrued. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2), will be considered as a payoff for purposes of this provision). Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

- E. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service shall be prorated.

An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.



## ARTICLE VII HOLIDAYS

### Section 1. Holidays Observed

- A. Except as modified below, County employees shall observe the following holidays:

- 2019: Martin Luther King, Jr.'s Birthday, January 21  
Lincoln's Birthday, February 12  
Washington's Birthday, February 18  
Memorial Day, May 27  
Independence Day, July 4  
Labor Day, September 2  
Columbus Day, October 14  
Veteran's Day, November 11  
Thanksgiving Day, November 28  
Day after Thanksgiving, November 29  
Christmas Day, December 25
- 2020: New Year's Day, January 1  
Martin Luther King, Jr.'s Birthday, January 20  
Lincoln's Birthday, February 12  
Washington's Birthday, February 17  
Memorial Day, May 25  
Independence Day, July 4  
Labor Day, September 7  
Columbus Day, October 12  
Veteran's Day, November 11  
Thanksgiving Day, November 26  
Day after Thanksgiving, November 27  
Christmas Day, December 25
- 2021: New Year's Day, January 1  
Martin Luther King, Jr.'s Birthday, January 18  
Lincoln's Birthday, February 12  
Washington's Birthday, February 15  
Memorial Day, May 31

- B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.
- C. When a holiday falls on a Sunday, the next day shall be observed as the holiday, except as noted in E. below.
- D. When Christmas Day or New Year's Day fall on a Saturday, the Friday immediately preceding shall be observed as the holiday, except as noted in F. below.
- E. When Christmas Day, New Year's Day, Lincoln's Birthday, Independence Day or Veteran's Day, falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25, January 1, February 12, July 4 or November 11 as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25, January 1, February 12, July 4 or November 11. Under no circumstances shall an employee receive holiday compensation for both the actual day of observance of the holidays and the following Monday.
- F. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 or January 1, as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25 or January 1. Under no circumstances shall an employee receive holiday compensation for both the actual day of observance of the holidays and the Friday immediately preceding.

## Section 2. Eligibility for Holiday Pay

- A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.
- B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
- C. An employee who elects paid County retirement on a holiday shall be paid

for the holiday.

- D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

- A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.
- B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.
- C. Compensation for Holidays Falling on Scheduled Days Off
  - 1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
  - 2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.
- D. Compensation for Work on Holidays
  - 1. An employee who is required to work on Columbus Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1., shall be compensated as provided in Article I, Section 2.C.1.
  - 2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times

the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.
- E. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.
  - F. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.
  - G. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.

## ARTICLE VIII REIMBURSEMENT PROGRAMS

### Section 1. Mileage Reimbursement

Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

- A. Except as provided below, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
- B. The reimbursement rate for an employee in the class of Deputy Probation Officer I, Deputy Probation Officer II Senior Deputy Probation Officer, Supervising Probation Officer, and Supervising Juvenile Correctional Officer shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate.
- C. For an employee in the class of Deputy Juvenile Correctional Officer I, Deputy Juvenile Correctional Officer II and Senior Juvenile Correctional Officer, Deputy Coroner, Sr. Deputy Coroner, Supervising Deputy Coroner, Park Ranger I, Park Ranger II, Sr. Park Ranger, and Supervising Park Ranger, who drives two-hundred fifty (250) or more miles in any calendar month in the performance of his or her duties, the reimbursement rate shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.
- D. Effective the first day of the first full pay period following Board adoption of the MOU, an employee in the Public Assistance Investigator series who is authorized to use a private automobile in the performance of duties shall be paid as follows, subject to the current Vehicle Rules and Regulations established by the Board. The per mile reimbursement rate shall be a flat rate, set at the higher of the IRS rate or the highest rate which applies to any represented employees of the County.
- E. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

### Section 2. Mileage Reimbursement – Claims Less Than \$10

An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which actual mileage is incurred but the actual

mileage reimbursement would otherwise be less than ten (10) dollars. Employees may be eligible for the minimum mileage reimbursement if all of the following conditions are met:

- A. The employee has actually worked eighty (80) hours in the month;
- B. The employee used their vehicle and has filed a claim for mileage reimbursement;
- C. The department/agency has certified that the employee was required to use the employee's privately owned vehicle to perform the essential functions of the employee's job.

### Section 3. Transportation Supplement – Public Assistance Investigator Series

Effective August 2020, the County shall pay a five hundred fifty (\$550) dollar annual transportation expense allowance to employees in the Public Assistance Investigator series employed as of August 1 each year who are regularly required to use a private vehicle in their employment. Additionally, the County shall pay five hundred fifty (\$550) dollars to employees in the Public Assistance Investigator series who drive more than six thousand (6000) miles on County business in a fiscal year. Eligible employees must submit a claim on or before August 31 of each year.

Employees in the Public Assistance Investigator series who drives their private vehicle in the performance of County duties shall be reimbursed for their insurance deductible, up to a maximum of one thousand dollars (\$1,000) in the event of an on-duty vehicle accident or damage to the vehicle.

In order to receive reimbursement, the employee shall provide to the department sufficient proof of the insurance deductible amount, a copy of the police crime or accident report or a memo if no report is applicable, and a receipt showing the deductible amount was paid by the employee before reimbursement will be made to the employee.

Should the employee receive future reimbursement of the deductible amount from another source, it shall be the responsibility of the employee to return the amount previously reimbursed to the Department.

### Section 4. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

## Section 5. Boots

Employees in the below listed classes who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred (\$300) dollars per fiscal year.

Park Ranger I  
Park Ranger II  
Senior Park Ranger  
Supervising Park Ranger

## Section 6. Educational and Professional Reimbursement

### A. Objective

The Educational and Professional Reimbursement Program is designed to encourage employees to continue their professional development through a variety of opportunities. In order to qualify for the program, one or more of the following criteria must be met:

- Related to the work of the employee's position or occupation
- Prepares the employee to transition to an alternate County occupation
- Prepares the employee for advancement to positions of greater responsibility in the County

In addition, items eligible for reimbursement must have the reasonable potential for contributing to achieving County business objectives.

### B. Eligible Employees

All regular full-time, part-time, limited-term, and probationary employees performing their jobs satisfactorily are eligible for reimbursement.

### C. Reimbursement Eligibility

1. The following are eligible for reimbursement:
  - a. Courses related to obtaining a degree (AA, BA, BS, Masters, Ph.D.)
  - b. Accredited certificate programs

- c. Vocational skills program
  - d. Courses related to obtaining or maintaining business related certifications, licenses, or accreditation
  - e. Courses related to preparing to take tests to obtain business related certifications, licenses, or accreditation
  - f. Professional conferences, conventions, and seminars that are related to business objectives
  - g. Fees related to obtaining and/or renewing a license, including special drivers' licenses
  - h. Fees related to certifications or accreditations
  - i. Fees related to taking professional examinations
  - j. Professional association membership fees
2. In general, any courses taken through the program must be taken on employee time. However, at the discretion of the Department Head or designee, a course may be taken on County time when it specifically meets a business need, and is not available during the employee's non-work hours.
3. Courses are not eligible for reimbursement if they:
- a. Are taken to bring unsatisfactory performance up to an acceptable level;
  - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
  - c. Duplicate available in-service training; and/or
  - d. Duplicate training which the employee has already had.

D. Nature of Reimbursement

1. Reimbursement may be made for all required fees, registration, and other costs related directly to the approved educational or professional expense. This may include, but is not limited to, books, class materials, lab fees, testing fees, parking, and processing fees.



2. Expenses for travel, meals, and lodging are not reimbursable, however, the Department Head or designee may authorize payment for these items when it meets their business needs and is budgeted in their travel expense budget.
3. For degree programs, reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate level course.
4. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.
5. Public Service Institute (PSI) courses are not eligible for reimbursement.
6. If an employee is receiving reimbursement for another source that covers a portion of the costs, the County will only pay the remaining amount, after other reimbursements are exhausted.
7. The maximum reimbursement that may be received by eligible employees in one fiscal year shall be \$4,000.

E. Request Procedure

1. The employee shall apply for approval of reimbursement through normal supervisory channels on forms provided by Department.
2. The employee's Agency/Department Head shall either approve the application or deny it based on the criteria set forth in this policy.
3. Upon completion of an approved course, or payment of fees for approved memberships, licenses, certifications, or accreditations, the employee shall furnish proof of payment, and proof of grade (where applicable) to the Agency/Department Head as soon as possible.
4. Upon approval by the Agency/Department Head, the Auditor Controller shall issue a warrant to the employee for reimbursement.

## ARTICLE IX DISCIPLINARY ACTION

### Section 1. Reprimand and Substandard Performance Evaluation

- A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.
- B. A written reprimand or substandard performance evaluation (i.e., a rating of "Does Not Meet Objectives") given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

### Section 2. Emergency Suspensions of Five Days or Less

- A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:
  - 1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;
  - 2. be informed of the employee's right to representation in the response;
  - 3. be informed of the employee's right to appeal should the proposed suspension become final.
- B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

### Section 3. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

- A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
  2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
  3. copies of material on which the proposed action is based;
  4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
  5. a statement of the employee's right to representation;
  6. a statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated Department representative with the authority to make an effective recommendation on the proposed disciplinary action.
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
- D. An employee may represent himself or herself or may be represented by AOCDS in a hearing pursuant to this Article.
- E. An employee shall receive written notice either sustaining, modifying or cancelling a proposed discharge on or prior to the effective date of such action.
- F. An employee shall receive written notice either sustaining, modifying or cancelling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.
- G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.
- H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

#### Section 4. Suspension

- A. No regular, limited-term or probationary employee shall be suspended

except for reasonable cause.

- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

#### Section 5. Reduction

- A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.
- B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
- C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

#### Section 6. Discharge and Right of Appeal

- A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief Human Resources Officer except for discharges imposed by the County Executive Officer.
- B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
- C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

#### Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to

take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8. Investigatory Meetings

- A. Employees covered under the Public Safety Officers Procedural Bill of Rights Act (Cal. Government Code § 3300 et. sec.) are entitled to rights at the investigatory meeting to the extent required under that statute.
- B. An employee in the Deputy Coroner series who is required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:
  - 1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and
  - 2. A statement of the employee's right to representation.
- C. For employees in the Deputy Coroner series, all investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.
- D. An employee may represent himself or herself or may be represented by AOCDS in an investigatory meeting. An employee in the Deputy Coroner series is not entitled to be represented by privately retained counsel at the meeting.

## ARTICLE X     GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

### Section 1.   Scope of Grievances

- A.    A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.
- B.    Specifically excluded from the scope of grievances are:
  - 1.    subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;
  - 2.    matters which have other means of appeal;
  - 3.    position classification;
  - 4.    a performance evaluation rating of "Meets Performance Objectives" or better.

### Section 2.   Basic Rules

- A.    If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.
- B.    If a County representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.
- C.    If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and AOCDS, any step of the procedure may be waived.
- D.    The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation. AOCDS may appeal this decision to the Board of Supervisors.
- E.    Upon written consent of the parties (i.e., the representatives of the County and the employee or his or her representative), the time limits at any step in the procedure may be extended.

- F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.
- G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.
- H. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and AOCDS agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

### Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 1.

### Section 4. Employee Representation

- A. An employee may represent himself or herself or may be represented by AOCDS in the formal grievance/appeal procedure. AOCDS members are not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing.
- B. If an employee chooses not to be represented by AOCDS, AOCDS may have a representative present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present AOCDS's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and AOCDS.

## Section 5. Time Off for Processing Grievances/Appeals

### A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;
2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

### B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.
2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:
  - a. the representative checks in and checks out with the supervisor of the unit; and
  - b. such investigation does not unduly interfere with the work of the unit.

## Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to



discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

#### Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

##### Step 1: Agency/Department Head

An employee may formally submit a grievance to the agency/department head within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, agency/department head or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

##### Step 2: Chief Human Resources Officer

If the grievance/appeal is not settled under Step 1 and it concerns:

- a. an interpretation or an application of this Memorandum of Understanding;
- b. a performance evaluation rating of "Does Not Meet Objectives;"
- c. deferral or denial of a merit increase, or a dispute about the number of steps granted; or
- d. a written reprimand; or

it may be appealed in writing to the Chief Human Resources Officer within seven (7) calendar days after receipt of the written decision from Step 1. Appeal of a probationary release alleging discrimination and/or suspension and/or a reduction ordered by the Department Head or his or her designated representative may be submitted in writing at Step 2 within ten (10) calendar days after receipt of the notice of probationary release alleging discrimination and/or suspension and/or reduction. Within fourteen (14)

calendar days after receipt of the written grievance/appeal, the Chief Human Resources Officer or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief Human Resources Officer in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

## Section 8. Referrals to Arbitration

### A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.
2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

### B. Disciplinary Appeals

1. Submission Procedure
  - a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief Human Resources Officer within seven (7) calendar days from the date the decision was rendered.
  - b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within ten (10) calendar days from the date the action becomes final.
  - c. All disciplinary appeals shall be signed by an employee or by a representative of AOCDS and shall be submitted in writing.

- d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article IX, Section 8. of the MOU?
- e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal.

## 2. Findings of Facts and Remedies

### a. Findings of Facts

An arbitrator's decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

### b. Remedies - All Disciplinary Actions (Other than Discharge)

- 1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

#### 2. Suspensions/Reductions

If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

### c. Remedies - Discharges

- 1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.
- 2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.
- 3. Restoration of pay and benefits shall be subject to

reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.
  - a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AOCDS?
  - b. If so, what shall the remedy be under the provisions of Article IX, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and AOCDS?
2. Findings of Facts and Remedies
  - a. In the event the arbitrator finds no violation of Article XVII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.
  - b. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.
  - c. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
    1. The probationary release may be sustained.
    2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, the cost of an arbitrator shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.
2. Grievance/Appeal hearings by an arbitrator shall be private.
3. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.
4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.
5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such

discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.
7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:
  - a. Oral evidence shall be taken only on oath or affirmation.
  - b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.
8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.
9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
10. The parties agree to forego the use of briefs and transcripts whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forego the use of a court reporter in arbitrations resulting from a suspension.

11. The decision of the arbitrator shall be final and binding on all parties.
12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.

## ARTICLE XI LAYOFF PROCEDURE

### Section 1. General Provisions

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.
- C. When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) agency/department are transferred to another agency/department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.
- D. Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer makes such an offer in writing to the employee.

### Section 2. Order of Layoff

- A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their agency/department head shall be laid off in an order based on consideration of:
  - 1. employment status,
  - 2. past performance,
  - 3. length of continuous service with the County.
- B. Layoffs shall be made by class within the department except that:
  - 1. Where a class has a dual or multiple concept, the Chief Human Resources Officer may authorize a layoff by specialty within the class.
  - 2. Where appropriate, the Chief Human Resources Officer may authorize a layoff by division or smaller unit of the department.



- C. Within a class, employees shall be subject to layoff in the following order:

<u>Employment Status</u>	<u>Layoff Order</u>
First - Temporary Promotion	Determined by Department
Second - New Probationary	Determined by Department
Third - Regular/Promotional Probationary	Layoff Points

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the department shall determine the order of layoff for these employees.

- D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.
- E. AOCDS may designate employees who are regular AOCDS officers or area representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

### Section 3. Computation of Layoff Points

#### Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

#### Demerit Points:

For a rating of "Does Not Meet Objectives" on the last "Performance Evaluation Report," for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an

employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

#### Section 4. Notification of Employees

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.
- B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.
- C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6. and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

#### Section 5. Voluntary Reduction in Lieu of Layoff

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.
- B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their department in writing of their intent to exercise rights under this Section.

Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify their department of their intent to exercise rights under this Section;

and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
3. Failure by an employee to respond to his or her department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.
4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

#### Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A., below.

#### Section 7. Reemployment Lists

- A. The following persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

The names of persons laid off shall be placed on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. Persons Who Exercise Their Rights Under Section 5.

The names of persons who exercise their rights under Section 5. shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.

3. Persons Who Voluntarily Reduced Under the Provisions of Section 6.

The names of persons who were voluntarily reduced under the provisions of Section 6. shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

Positions to be filled shall be offered first to persons on the DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

- B. The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower

ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

- C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:
  - 1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.
  - 2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.
  - 3. An employee in the Public Safety General Unit who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.
- D. In the event two (2) or more agencies/departments are consolidated while AGENCY/DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the agency/department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.
- E. Reemployment lists shall be available to AOCDS and affected employees upon reasonable request.

#### Section 8. Status on Reemployment

- A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
  - 1. All sick leave and annual leave credited to the employee's account when laid off or unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.
  3. All prior service shall be credited for the purpose of determining sick leave and vacation, earning rates and service awards.
  4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
  5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.
- B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:
1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.
  2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.
  3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.
- C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:
1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.
  2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

## ARTICLE XII ON-THE-JOB INJURY, WORKERS' COMPENSATION

### Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq

### Section 2. Disability Payments and Leave

Whenever an eligible employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall be placed on Workers' Compensation Leave. Employees shall receive compensation provided by or equal to California Labor Code Section 4850 (see Section 3 below) or Workers' Compensation Supplement Pay (see Section 4 below).

### Section 3. 4850 Rate of Pay

The following classifications shall be compensated for the time period and rate provided by or equal to California Labor Code Section 4850:

6005GS Deputy Coroner  
6007GS Senior Deputy Coroner  
6550GS Public Assistance Investigator  
7400PS Deputy Juvenile Correctional Officer I  
7401PS Deputy Juvenile Correctional Officer II  
7402PS Senior Juvenile Correctional Officer  
7405PS Deputy Probation Officer I  
7408PS Deputy Probation Officer II  
7409PS Senior Deputy Probation Officer

6011GM Supervising Deputy Coroner  
6551GM Supervising Public Assistance Investigator  
7403PM Supervising Juvenile Correctional Officer  
7413PM Supervising Probation Officer

### Section 4. Workers' Compensation Supplement Pay

- A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment,

eligible employees in the following classifications shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays:

3034GS Park Ranger I  
3035GS Park Ranger II  
6548GS Public Assistance Investigator Trainee

3036GM Senior Park Ranger  
3037GM Supervising Park Ranger

- B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, annual leave and/or vacation, in that order.
- C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any annual leave, sick leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue annual leave, sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
- D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all annual leave, sick leave, compensatory time and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all annual leave, sick leave, compensatory time and/or vacation expended since the first day of disability shall be restored to the employee's account(s).
- E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
- F. Nothing in this provision shall be construed as waiving any right to greater benefits which may be available pursuant to Labor Code Section 4850.



Section 5. Use of Leave Balances After Exhaustion of 4850 Pay or  
Workers Compensation Supplement Pay

When an employee is no longer entitled to receive workers' compensation supplement pay (see Section 3) or 4850 Rate of Pay (see Section 4), the employee may, at his or her option, use annual leave, sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above. If an employee uses such leave balances while receiving workers' compensation temporary disability benefits, only annual leave, sick leave, compensatory time or vacation leave balances used shall be counted toward the calculation of County seniority and determination of sick leave and vacation earning rates.

Section 6. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, sick leave, compensatory time and vacation may be used, at the employee's option, in that order.

## ARTICLE XIII SAFETY

### Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and AOCDS agree to the following safety program:

- A. No employee shall be required to work under conditions dangerous to the employee's health or safety.
- B. The County shall make every reasonable effort to provide and maintain a safe place of employment. AOCDS shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.
- C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.
- D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.
- E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the County shall provide the necessary first aid kits in each location.
- G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

### Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an AOCDS designated employee shall be

allowed to accompany the inspector while the inspector is in the employee's department. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

### Section 3. Abatement of Violations

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

### Section 4. Safety Representatives

- A. Safety Representatives may be selected by AOCDS to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.
- B. The number of Safety Representatives at each facility shall be determined as follows:
  - 1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.
  - 2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.
- C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:
  - 1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.
  - 2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
  - 3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

- a. the Safety Representative checks in and checks out with the supervisor of the unit; and
- b. he or she does not unduly interfere with the work of the unit.

Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure

ARTICLE XIV      UNIFORMS AND SPECIAL EQUIPMENT

The County will continue the current system of providing clothing, uniforms, and special equipment for all groups of employees in the Units who are currently provided such items.

## ARTICLE XV AOCDS AND EMPLOYEE RIGHTS

### Section 1. Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

### Section 2. Payroll Deduction

- A. Membership dues of AOCDS members in this Representation Unit and insurance premiums for such AOCDS sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to AOCDS.
- B. AOCDS shall notify the County, in writing, as to the amount of dues uniformly required of all members of AOCDS and also the amount of insurance premiums required of employees who choose to participate in such programs.

### Section 3. Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide AOCDS with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency/department, timekeeping location, salary range and step. The County shall also provide AOCDS with any other information needed pursuant to Article XX, Section 5. AOCDS agrees to pay all costs necessary to providing such lists.

### Section 4. Use of Bulletin Boards

Space shall be made available to AOCDS on departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of AOCDS responsible for its issuance.

### Section 5. Use of County Facilities

AOCDS may, with the approval of the Chief Human Resources Officer, hold meetings of their members on County property during nonworking hours provided request is made to the Chief Human Resources Officer as to the specific location and dates of the meeting prior to such meeting.

## ARTICLE XVI MEMBERSHIP FEE COLLECTION

### Section 1. Dues/Service Fee

- A. Each employee in the Representation Unit hired by the County on or after June 1, 2018, must make an affirmative election in order to, become a member of AOCDS. AOCDS must notify the County in writing of any new employee that joins.
- B. The County shall rely on the notification of new membership and election of dues deductions supplied by AOCDS. AOCDS will indemnify the County from any claim of wrongful deduction made by an employee based on the County's reliance on the notice provided.
- C. Pursuant to the notification provided by AOCDS in Section 1. A. and B. above, the County will deduct the amount of dues and service fees as determined by AOCDS and any change shall be implemented by the County in the first pay period which commences thirty (30) days after written notice of the change is received by the Chief Human Resources Officer.
- D. AOCDS must notify the County of any employee requesting to be removed from AOCDS membership within a reasonable period of time. AOCDS will indemnify the County from any claim that fees were wrongfully collected as the results of its failure to notify the County of membership changes.
- E. The forgoing is to reflect the parties understanding of its rights, responsibilities, and duties under the following statutes:

Government Code Sections 1152, 1157.3, 1157.12 and SB 866.

The parties reserve all rights it may have under these statutes.

### Section 2. Management Responsibilities

#### A. Payroll Deductions

The County shall deduct the dues or service fee from twenty-six (26) bi-weekly pay warrants of each covered employee in the Representation Unit. All dues and service fees deducted hereunder shall be promptly transmitted by the County to AOCDS.

#### B. Notification of Change of Status

The County shall notify AOCDS promptly of any employee who, because

of a change in employment status, is no longer a member of the Representation Unit or subject to the provisions of this Article.



## ARTICLE XVII MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

ARTICLE XVIII NONDISCRIMINATION

Section 1.

The County and the Association of Orange County Deputy Sheriffs agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

AOCDS shall not discriminate in membership or representation as required by state and federal law.

## ARTICLE XIX POSITION CLASSIFICATION

### Section 1. The Establishment of New Classes

The County will provide AOCDS an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with AOCDS in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

### Section 2. Reclassification of a Position

- A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.
- B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.
- C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

### Section 3. Procedure for Requesting Reclassification of a Position

- Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.
- Step 2: Appropriate department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to Human Resource Services with a recommendation that a classification study be conducted.
  - a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management

denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to AOCDS for consideration.

- b. If Human Resource Services studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to AOCDS.

Step 3: After receiving an employee request for study, AOCDS may request in writing that Human Resource Services conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: Human Resource Services shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

- a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after Human Resource Services receives the completed Position Description Form, Human Resource Services shall notify AOCDS of the appropriate classification of the position.
- b. If the study is justified, and the request is made under Step 2.B., Human Resource Services shall complete the study in thirty (30) days and communicate the results to AOCDS. If the study is not completed within thirty (30) days, upon request of AOCDS the matter shall be referred to a consultant under the provisions of Section 5. of this Article.
- c. If the study is not justified, the County shall notify AOCDS within fifteen (15) days. AOCDS may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

#### Section 4. Limitations on Concurrent Studies

- A. The County shall not be required to initiate a study if the total number of positions currently requested by AOCDS for reclassification studies plus the new request exceeds twenty-five (25) positions.
- B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which

have been referred to or are pending referral to a consultant.

- C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.

Section 5. Review of Disputed Position Classification Decisions

- A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or AOCDS does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.
- B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.
- C. The consultant shall have access to the organizational and classification files of Human Resource Services and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.
- D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.
- E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and AOCDS members. The cost of the consultant shall be shared equally by the County and AOCDS.

## ARTICLE XX INSURANCE

As of the date of Board of Supervisors adoption of this MOU, employees in these representation units participate in the County health plans. Effective January 1, 2020, employees in these representation units will be transitioned to the AOCDS Medical Trust, pursuant to the terms and conditions set forth below.

### Section 1. Health Plans and Premium Contributions

#### A. Full Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:
  - a. Employee Only Coverage – eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program;
  - b. Employee and Dependent Coverage - seventy (70) percent of the total health plan premium for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program.
  - c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.
3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps program.
4. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

#### B. Part-time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:
  - a. Employee Only Coverage – forty-five (45) percent of the employee's premium or fifty (50) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program;
  - b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee's eligible dependents or thirty-seven and one-half (37 1/2) percent of the total health plan premium for each employee and such employee's eligible dependents, if the employee completes the Healthy Steps (wellness incentive) program.
  - c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.
3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:
  - a. Employee Only Coverage – one hundred (100) percent of the premium;
  - b. Employee and Dependent Coverage – per subsection B.2.b above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.
5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

- C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.
- D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse's health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.
- E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.
- F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.
- G. Effective January 1, 2008, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

## Section 2. Health Plan Enrollment

- A. New eligible employees hired on or before November 1, 2019 will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.
- B. Terminated employees prior to January 1, 2020 will be continued



with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

- C. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan.

### Section 3. AOCDS Medical Insurance Trust Fund

Effective January 1, 2020, all active employees in these Representative Units will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County.

New employees hired on or after December 2, 2019 shall be enrolled on the first day of the month following employment.

Employees retiring on or after Board of Supervisors adoption of the MOU shall be enrolled in the AOCDS Medical Trust. The effective date of enrollment shall be the first day of the month following BOS adoption or the first of the month following retirement, whichever is later. Employees retiring before the Board of Supervisors adoption of this MOU shall remain enrolled in County-offered health plans.

### Section 4. Medical Insurance Contribution

- A. Effective the first payday in December 2019 (Pay Period 25 – December 13, 2019) the County shall contribute a composite rate of \$1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.

For employees hired on or after December 2, 2019, the County contributions will be effective for the first day of the month following the date of employment or of the insurance start date, whichever is earlier.

- B. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.
- C. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six

(26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

- D. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.
- E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C., and D., above.
- F. All requirements of the AOCDS Medical Insurance Trust Fund pursuant to the terms and conditions set forth in Article XIII, Section 4 of the Peace Officer Unit and Supervising Peace Officer Unit MOU between the County and AOCDS shall apply to the AOCDS Medical Insurance Trust Fund for the employees in these Representative Units.

#### Section 5. Other Insurance Coverage

- A. Effective October 27, 2017, AOCDS shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing optional benefits including but not limited to, dental, disability and other welfare benefits for employees in regular or limited term positions in the Representation Units.
- B. The County shall, on a biweekly basis, forward AOCDS thirty cents (\$0.30) for each regular hour worked by all employees in these Representation Units.
- C. AOCDS agrees to apply the County's entire contribution for these Representation Units only toward the benefits for employees in these Representation Units.
- D. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by AOCDS to all employees in the Representation Unit on an equal basis regardless of membership status.
- E. AOCDS shall indemnify and hold the County harmless from any claims or legal actions brought under this Section.
- F. Not more than once each contract year, upon written request, the trustees

of the trust fund will provide the County with correspondence verifying the trust fund's compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500
2. The annual report shall include the following information:
  - a. the actual cost of benefits provided by the trust fund;
  - b. member contributions to the cost of benefits provided by the trust fund;
  - c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
  - d. a summary of other trust fund expenditures; and
  - e. the beginning and ending cash balances of the trust fund.
3. The annual report shall be provided to the County within thirty (30) days of either the County's written request or the report's completion, whichever shall last occur.
4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

#### Section 6. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage as permitted by state and federal law, regulations, and guidelines.

#### Section 7. Accidental Death and Dismemberment Insurance

The County shall provide basic accidental death and dismemberment insurance in

the amount of one hundred thousand dollars (\$100,000) for all Public Safety General and Public Safety Supervisory Unit employees without proof of insurability. The policy shall provide benefits for death or dismemberment occurring in the line of duty. Such insurance will be subject to the limitations of liability contained in those insurance policies.

#### Section 8. Retiree Medical Grant

Effective the first day of the first full pay period in July 2020, the Retiree Medical Grant benefit shall be frozen. Employees shall not accumulate additional service hours towards eligibility for the Retiree Medical Grant. Only employees with ten (10) or more years of credited service as of the effective date shall be eligible. Cost of living adjustments (COLAs) and age adjustments shall cease.

##### A. Retiree Medical Grant Eligibility

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees to include a Retiree Medical Grant (Grant) or a lump sum benefit (Lump Sum) as set forth below. New employees hired on or after the first day of the first full pay period in July 2020 are not eligible for the Grant. New employees hired on or after June 23, 2006 are not eligible for the Lump Sum. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.
2. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS or County- offered retiree health insurance plan and/or Medicare Part A and/or B premiums as provided below.
  - a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. No increase shall be applied to the Grant for those employees who retire on or after the first day of the first full pay period in July 2020. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.

- b. The Grant will be adjusted as follows:

The Grant will be reduced by seven and one-half percent (7 ½%) per year for each year of age the employee is less than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

The Grant will be increased by seven and one-half percent (7 ½%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirements, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

Section 8.A.2.b. shall not apply to Safety classifications or disability retirements.

Section 8.A.2.b. shall not apply to other employees in these Represented Units on or after the first day of the first full pay period in July 2020.

1. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.
- c. For employees retiring on or after Board of Supervisors adoption of the MOU shall be provided a one-time opportunity of thirty (30) days to enroll in an AOCDS offered health plan or Medicare. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in an AOCDS health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with B.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.
2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.
3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County or AOCDS offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after the first day of the first full pay period in July 2020 are not eligible for the Grant. Employees who were employed by the County with 10 or more years of credited service towards the Grant prior to the first day of the first full pay period in July 2020 shall still be eligible for the Grant. Employees with less than ten (10) credited years of service shall not be eligible for the Grant. For an employee who was employed by the County the first full day of the first full pay period in July 2020, any hours of service performed in periods on or after the first day of the first full pay period in July 2020 shall not be included as a part of the credited service towards the Grant eligibility requirements.
2. Accrual of credited service towards the Grant amount shall be frozen on or after the first day of the first full pay period in July 2020.
3. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is employed by the County from August 1, 1993 until retirement.

4. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.4.a.,b.,c., and d. below:
  - a. A retiree who, receives a service-connected disability retirement pension under OCERS prior to the first day of the first full pay period in July 2020, shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.
  - b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS prior to the first day of the first full pay period in July 2020 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.
  - c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the Orange County Board of Retirement.
  - d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.
5. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.
6. Deferred Retirement
  - a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

- b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.
- 7. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

D. Survivor Benefits

- 1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.
- 2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

Section 9. General Provisions

- A. AOCDS shall administer their health insurance program for retirees subject to the requirements set forth in this MOU.
- B. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.
- C. AOCDS shall provide to the County all information necessary for the County to administer the Plan including, but not limited to, retiree health insurance enrollment information, verification of Medicare enrollment and verification of the premiums for all health insurance plans.
- D. In order to resolve discrepancies within the Grant, the County will provide AOCDS the Grants and supporting data for all AOCDS retirees, and AOCDS will work with the County to resolve any discrepancies prior to the information being provided to the actuary or auditor.

Section 10. Health Reimbursement Arrangement



Effective the first day of the first full pay period in July 2020, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program subject to the requirements set forth in the Health Reimbursement Arrangement Plan Document. County will contribute three (3) percent of each eligible employee's bi-weekly base salary to fund the HRA.

A. Reopener as a Result of the ACA

The County may reopen negotiations on this Article<sup>1</sup> and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues resulting from the implementation of the Patient Protection and Affordable Care Act (ACA), including but not limited to, the potential impact of the Excise Tax (commonly known as the "Cadillac Tax") on high cost employer-sponsored health coverage. Federal administrative agencies have not yet issued definitive guidance regarding the Excise Tax which is expected to begin in 2022. The parties acknowledge that some of the benefits provided in the MOU may be included in the coverage to which the Excise Tax liability may apply. As a result, the issues that likely need to be addressed are: which health group plan coverages must be taken into consideration for purposes of this tax, how to calculate this tax, and what steps, if any, can be taken to avoid payment of the Excise Tax (eg., modification of benefits).

The County will not be responsible for the payment of any Excise Tax on health coverage from unit members' enrollment in County-sponsored health plans.

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<sup>1</sup> Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.

ARTICLE XXI DEFINED CONTRIBUTION

An employee in a regular position may, at his or her request, participate in the County's Section 457(b) Defined Contribution Plan.

## ARTICLE XXII RETIREMENT

### Section 1. Retirement Benefit Levels for Probation Safety Members for the Probation Officer and Juvenile Correctional Officer series

A. For Safety Members Hired Prior to January 1, 2013 and for Safety Members Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of PEPRA.

1. Probation Department safety employees will be provided the 3% at 50 retirement formula as set forth in Government Code Section 31664.1

a. For employees hired on or before September 20, 1979, the retirement allowance will be computed on the highest one(1) years of final compensation per Government Code section 31462.1

b. For employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.1

B. For Employees Hired on or After January 1, 2013 who are Considered "New Members" Within the Meaning of PEPRA.

1. The retirement formula will be the "2.7% at 57" retirement formula described in Government Code section 7522.25(d), utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement.

### Section 2. Retirement Contributions for the Probation Officer and Juvenile Correctional Officer series

A. Members' normal and cost of living contribution rates will be established and adjusted subsequent to and in accordance with state law and actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.

- C. Employees will pay the full member contribution for each of the benefit plans provided by the County.

Section 3. Retirement Benefit Levels for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

- A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA").
1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the "2.7% at 55" benefit formula.
    - a. For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.
    - b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.
  2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.
    - a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the "2.7% at 55" benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the "1.62% at 65" benefit formula) for future County service.
    - b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the "2.7% at 55" benefit formula and

shall make the employee retirement contributions established for that benefit formula.

- c. In the event an eligible employee elects the "1.62% at 65" benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the "DC Plan") described in Section 5 below.
  - d. Effective with the beginning of pay period following the date an employee elects the "1.62% at 65" benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 4.B and C of this Article.
3. Election Option of "2.7% at 55" or "1.62 at 65" Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.
- a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.
  - b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the "2.7% at 55" benefit formula or the "1.62% at 65" benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 4.B and C below.
  - c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the "1.62% at 65" benefit formula.
  - d. An employee who elected, or was deemed to have elected, the "1.62% at 65" benefit formula is eligible to participate in the "DC Plan" described in Section 5 below.
  - e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee's hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose

the "1.62% at 65" benefit formula are not retroactive to the employee's date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the "1.62% at 65" benefit formula.

- f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the "1.62% at 65" benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 4.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered "New Members" within the Meaning of PEPRA.

1. The retirement formula will be the "1.62% at 65" benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 4.B and C. below.
2. "New Members" are eligible to participate in the "DC Plan" described in Section 5 below.

Section 4. Retirement Contributions for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

- A. Members' normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.
- B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.
- C. Employee Retirement Contributions to Offset the Increased Cost of the "2.7% at 55" benefit formula:
  1. The implementation of the "2.7% at 55" retirement benefit formula shall be

without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the "Reverse Pickup" and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

- a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 30 year period, the cost of the enhanced retirement benefit.
  - b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 30 year period set forth above.
2. After implementation of this benefit, the County and AOCDS will annually review its costs including costs impacted by changes in the investment earnings and evaluate whether any adjustments to employee contributions are necessary.
3. The relative-ratio based methodology will be used to determine the additional employee contribution toward the "2.7% at 55" retirement benefit formula.

Section 5. Defined Contribution Retirement Plan for the Deputy Coroner, Public Assistance Investigator and Park Ranger series

- A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the "DC plan") to those employees who are covered by the "1.62% at 65" benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be "new members" within the meaning of PEPPRA). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 5.B. below.
- B. During the first one-year period following the plan commencement date, the County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee's base salary (the "match"). During the second year and in subsequent years following the plan commencement date, the County will contribute to a Section 401(a) Defined Contribution Plan for an eligible employee a biweekly amount equal to fifty (50) percent of the biweekly amount that the employee contributes to the Plan. The County contribution to the Section 401(a) Defined Contribution Plan shall not exceed two (2) percent of the employee's base salary, unless the Board of Supervisors authorizes additional County contributions permitted under Article XXII, Retirement, Section 3.(D). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be to 2080 paid hours of service, exclusive of overtime.
- C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.
- D. Notwithstanding the foregoing, the parties agree that at no time shall the County's matching contribution to a Section 401(a) Defined Contribution Plan be less than fifty (50) percent of an employee's biweekly contribution to the Plan, nor shall the maximum amount of the County's matching contribution to a Section 401(a) Defined Contribution Plan be less than two (2) percent of an employee's base salary.

Section 6. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of



Understanding subject to approval by the Internal Revenue Service.

ARTICLE XXIII    SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### ARTICLE XXIV RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Association of Orange County Deputy Sheriffs is the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units. AOCDS has notified the County that the AOCDS President serves to represent these bargaining units. Said classes are listed in Appendix A.

## ARTICLE XXV FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

### Section 1. Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee's dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan document.

### Section 2. Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee's health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan document.

ARTICLE XXVII SALARY

Section 1. Salary Increases

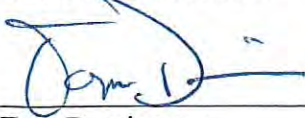
Effective the first day of the first full pay period following adoption of this 2017-2021 MOU, the salary schedule will be increased 1.5%.

Effective July 5, 2019, the salary schedule will be increased by 1.5%.

Effective July 3, 2020, the salary schedule will be increased by 1.0%.

MEMORANDUM OF UNDERSTANDING  
2017 - 2021  
COUNTY OF ORANGE  
AND  
ASSOCIATIONS OF ORANGE COUNTY DEPUTY SHERIFFS  
FOR THE PUBLIC SAFETY GENERAL AND PUBLIC SAFETY SUPERVISORY UNITS

ASSOCIATION OF ORANGE COUNTY  
DEPUTY SHERIFFS




Tom Dominguez  
AOCDS President



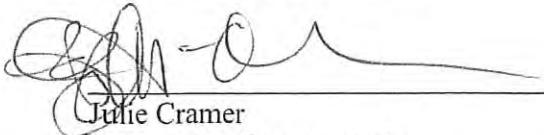
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Executive Director/Chief Negotiator



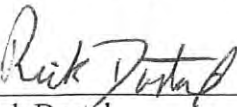
Roger Hilton  
Secretary

  
Francisco Ochoa  
Treasurer

Frank Flavin  
Association Representative



Julie Cramer  
Association Representative



Rick Dostal  
Consultant

COUNTY OF ORANGE

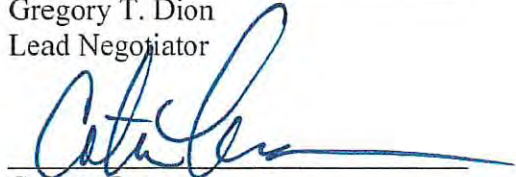


Frank Kim  
County Executive Officer



Tom Hatch  
Chief Human Resources Officer

Gregory T. Dion  
Lead Negotiator



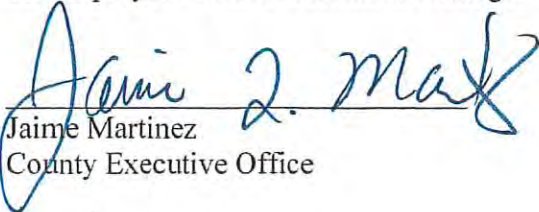
Colette Farnes  
Director, Employee & Labor Relations




Marc Gallonio  
Sr. Employee & Labor Relations Manager

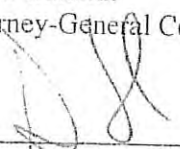


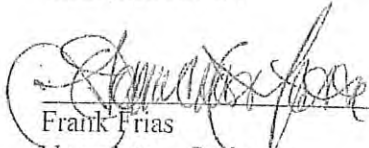
Larissa Tan  
Sr. Employee & Labor Relations Manager

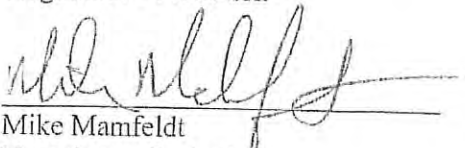


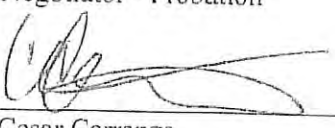
Jaime Martinez  
County Executive Office

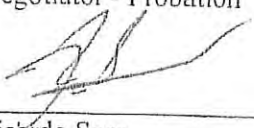
  
Adam Chaikin  
Attorney-General Counsel

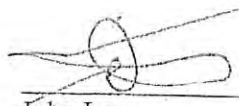
  
Denis Ernandes  
Insurance Broker

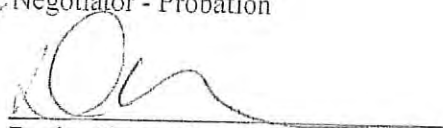
  
Frank Frias  
Negotiator - Probation

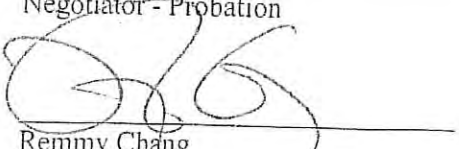
  
Mike Mamfeldt  
Negotiator - Probation

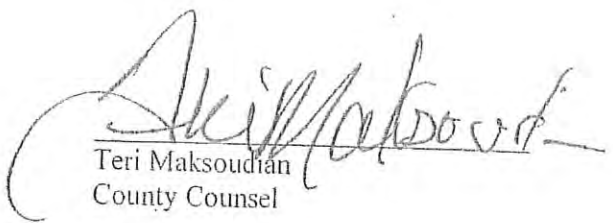
  
Cesar Carranza  
Negotiator - Probation


  
Ricardo Sosa  
Negotiator - Probation

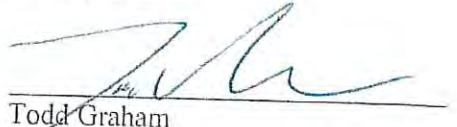
  
John Leos  
Negotiator - Probation

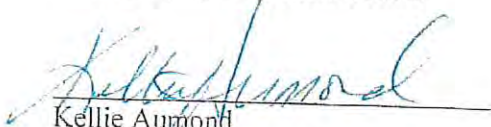
  
Denise Hernandez  
Negotiator - Probation

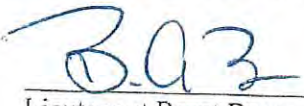
  
Remmy Chang  
Negotiator - Probation

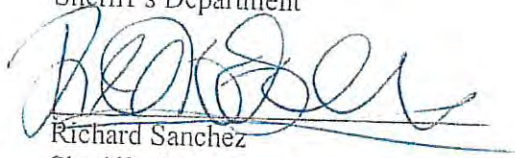
  
Teri Maksoudian  
County Counsel

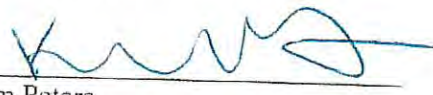
  
Gabriel Bowne  
County Counsel

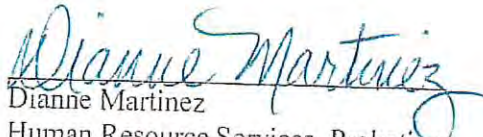
  
Todd Graham  
Chief Deputy Probation Officer

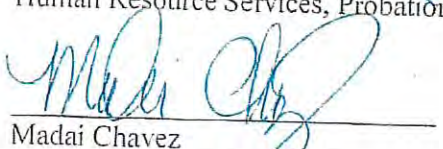
  
Kellie Aupond  
Human Resource Services

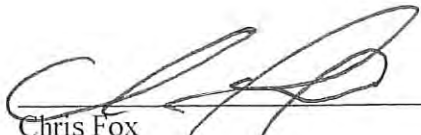
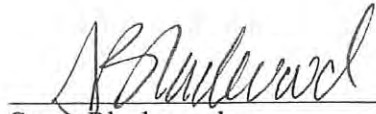
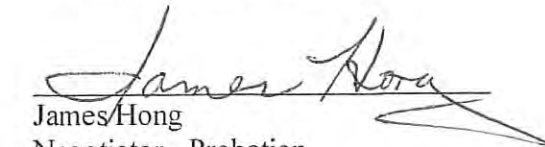
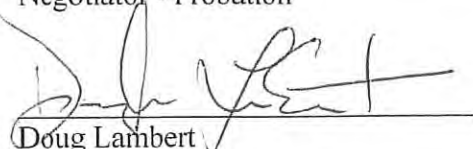
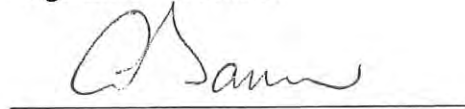

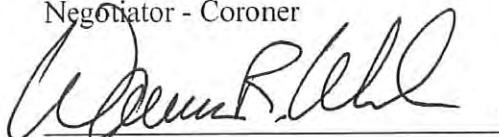

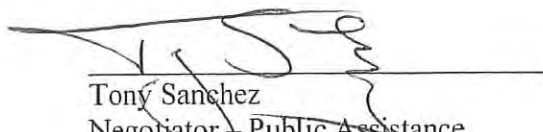

  
Lieutenant Brent Benson  
Sheriff's Department

  
Richard Sanchez  
Sheriff's Department

  
Kim Peters  
Office of the Auditor-Controller

  
Dianne Martinez  
Human Resource Services, Probation

  
Madai Chavez  
Human Resources Manager  
Office of the District Attorney

  
Chris Fox  
Negotiator - Probation  
Stacy Blackwood  
Director, OC Parks  
James Hong  
Negotiator - Probation  
Doug Lambert  
Negotiator - Probation  
Artin Baron  
Negotiator - Coroner  
Mitchell Sigal  
Negotiator - Coroner  
Warren Weber  
Negotiator - Public Assistance  
Greg Palmer  
Negotiator - Public Assistance  
Tony Sanchez  
Negotiator - Public Assistance  
Zachary Salazar  
Negotiator - Park Rangers



  
Sam Edwards  
Negotiator – Park Rangers

Date: 3/03/2019

Date: 3/3/19

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## APPENDIX A

### Classes included in the Public Safety General Unit:

6005GS	Deputy Coroner
7400PS	Deputy Juvenile Correctional Officer I
7401PS	Deputy Juvenile Correctional Officer II
7405PS	Deputy Probation Officer I
7408PS	Deputy Probation Officer II
3034GS	Park Ranger I
3035GS	Park Ranger II
6550GS	Public Assistance Investigator
6548GS	Public Assistance Investigator Trainee
6007GS	Senior Deputy Coroner
7409PS	Senior Deputy Probation Officer
7402PS	Senior Juvenile Correctional Officer

### Classes included in the Public Safety Supervisory Unit:

6011GM	Supervising Deputy Coroner
7403PM	Supervising Juvenile Correctional Officer
3036GM	Supervising Park Ranger I
3037GM	Supervising Park Ranger II
7413PM	Supervising Probation Officer I
6551GM	Supervising Public Assistance Investigator





**EXHIBIT “B”**

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## APPENDIX D - PRICING PAGE

**Please provide your proposal costs sheet and rates with Appendix - D Pricing Page in a separate sealed envelope or upload as the separate "Cost File" in the online bidding system.**

**PROPOSAL COSTS** - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. The pricing provided below should include all administrative and support costs. Any additional fees outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said fees.

Offeror must provide the following information at a minimum:

- Direct labor rates for proposed staff;
- Overhead rate and breakdown of overhead elements;
- Subcontractor billing rates (if applicable);
- Mark-up percentage for other direct costs;
- All other reimbursable expenses excluding travel;
- Total proposed cost of the project as specified in the Scope of Work

Proposed costs must be inclusive of all costs and expenses associated with providing the services, including, but not limited to, all consultant fees, preparation of deliverables, printing, and any other incidental costs. Please note that the OCFA Board of Directors does not allow for travel time to be billed at the hourly rates. Provide estimated travel expenses (if needed) on a per trip basis. OCFA will determine if in-person meetings are required and the number to be included based upon the requested service level review.

## Pricing Page –Physical Security Services

Provide the total cost for twenty-four hour physical security services each day, every day of the year. Contractor's RFP response must be inclusive of all costs and expenses associated with performing these services. OCFA will not separately reimburse costs that were not included in the proposal.

If proposing for Physical Security Management Services only, strike-out below table.

Year 1 on Contract 24/7/365 Service	Hours Per Year	Hourly Billing Rate	Total Annual Cost
Post Order Coverage	1st guard, 7/24/365 = 8,760 total hours	\$111.44 Regular \$92.85 Overtime	\$969,347
	2nd guard, RFOTC Business Days, Shift 1 365 – 26 (dark Fridays) x 8 hours = 2,712 total hours	\$108.95 Regular	\$227,485
Additional as-needed guard services (provide any additional information as needed)		\$92.85	

If the amount is different than the annual cost shown in the above table, please provide an explanation of the variance below.

The hourly billing rates are calculated based on annual hours of 2,088 (the number of paid days in FY 2022-23).

1<sup>st</sup> Guard will be staffed with 4 Sheriff's Special Officer (SSO) II's on 12 hours shift (24 hours/365 days), and 416 total overtime hours.

2<sup>nd</sup> Guard will be staffed with 1 Sheriff's Special Officer II on 9/80 shift (5 business days/26 dark Fridays).

The hourly rates also include Relief Time (vacation/sick leave). Services above the scope of this RFP will be billed accordingly. **See Attachments Appendix D-1 and Appendix D-5.**

Please provide position titles and pay ranges for security guards and all support staff that will provide service for this contract

Sheriff's Special Officer II top step, and Indirect support staff (Department, Division, and County) overhead.

Provide details of what is included in the total cost listed above. Travel and incidentals should be included in the total cost.

Costs includes Direct Salaries & Employee Benefits (Retirement, Workers' Compensation, Health Insurance, Medicare, Unemployment Insurance, and Star Cola), Services and Supplies, Liability Insurance,

Division/Department/County Overhead, annual SSO Training, Body Worn Camera and Emergency

Communication Bureau (Radio Dispatch).

One-Time cost for two Motorola APX 6000 handheld radios that will be located at the posts.

**See Attachments Appendix D-2 and Appendix D-3.**

Provide what factors will be considered for pricing in subsequent contract years, if applicable (i.e. Consumer Price Index).

Cost study will be updated annually to reflect upcoming fiscal year costs.

**Term of Offer:** It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.

Any additional information you would like OCFA to consider.

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## Pricing Page – Physical Security Management Services

Provide the total cost for providing a Physical Security Manager as specified in Section II Scope of Work. Contractor's RFP response must be inclusive of all costs and expenses associated with performing these services. OCFA will not separately reimburse costs that were not included in the proposal.

Service	Hours Per Year	Hourly Billing Rate	Total Annual Cost
Physical Security Manager	40 hours per week x 52 weeks = 2,080 total hours	\$216.38	\$94,877

If the amount is different than the annual cost shown in the above table, please provide an explanation of the variance below.

The Sergeant hourly billing rates are calculated based on annual hours of 2,088 (the number of paid days in FY 2022-23). The total annual cost is based on 21% of 1 Sergeant total cost.

**See Attachment Appendix D-1.**

Please provide position titles and pay ranges for Security Managers and all support staff that will provide service for this contract.

Sergeant (21% Allocation) top step, and Indirect support staff (Department, Division, and County overhead).

Provide details of what is included in the total cost listed above. Travel and incidentals should be included in the total cost.

Costs includes Direct Salaries & Employee Benefits (Retirement, Workers' Compensation, Health Insurance, Medicare, Unemployment Insurance, and Star Cola), Services and Supplies, Liability Insurance,

Division/Department/County Overhead, and annual Sworn Training.

**See Attachment Appendix D-4.**

Provide what factors will be considered for pricing in subsequent contract years, if applicable (i.e. Consumer Price Index).

Cost study will be updated annually to reflect upcoming fiscal year costs.

**Term of Offer:** It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.

Any additional information you would like OCFA to consider.



**APPENDIX D-1**  
**RFP# RO24804**

**Orange County Sheriff - Coroner Department**  
**FY 2022-23 RFP Cost Proposal for Security Service**  
**Orange County Fire Authority (OCFA)**

Appendix D-5							Appendix D-5, D-6	
Position Title	FTE	Cost per person	Subtotal	Overtime Hours	Overtime Cost	Total Annual Cost	Regular Rate	Overtime Rate
<b>1st Guard (12 Hour Shift) - Appendix D-2</b>								
Sheriff's Special Officer II (SSO)	4	232,680	930,721	416	38,626	969,347	\$111.44	\$92.85
<b>2nd Guard (9/80 Shift) - Appendix D-3</b>								
Sheriff's Special Officer II (SSO)	1	227,485	227,485	0	0	227,485	\$108.95	\$92.85
<b>Supervisory - Appendix D-4</b>								
Sergeant	0.21	451,797	94,877	0	0	94,877	\$216.38	\$175.95
<b>Total Security Services</b>			<b>1,253,082</b>		<b>38,626</b>	<b>1,291,709</b>		
2 Pac Set APX 6000 Handheld Radio (One-Time)						12,560		
<b>Grand Total</b>						<b>1,304,269</b>		

Note: Services above the scope of this RFP will be billed accordingly.

Orange County Sheriff - Coroner Department  
FY 2022-23 RFP Cost Proposal for Security Service  
Orange County Fire Authority (OCFA)

1st Guard

Position: Sheriff's Special Officer II (SSO)

<u>Salary &amp; Wages</u>	<u>Hours</u>		<u>Rates</u>		<u>Total Cost</u>
Net Annual Salary	2,088	@	\$ 38.86	\$	81,140
Bilingual Pay		@	\$ 0.22	\$	459
				\$	81,599
<u>Relief Time</u>					
Vacation/Sick Leave	82.29	@	\$ 39.08	\$	3,216
				\$	84,815
<u>Relief Time</u>					
Vacation/Sick Leave	191.99	@	\$ 58.62	\$	11,255
				\$	11,255
<u>Holiday Pays</u>					
(A) Regular (6 days)	48	@	\$ 39.08	\$	1,876
(B) Major (6 days)	48	@	\$ 58.62	\$	2,814
				\$	4,690
<b>Total Salary &amp; Wages</b>				\$	100,760
<u>Benefits</u>					
Star COLA - base salary		@	0.029%	\$	25
Retirement - Regular Salaries		@	41.468%	\$	35,171
Workers' Compensation		@	8.28%	\$	7,910
Health Insurance (Monthly)	12	@	\$ 1,225.22	\$	14,703
Other Insurance H&W (Monthly)	12	@	\$ 54.48	\$	654
A D & D (Annual)		@	\$ 25.14	\$	25
Medicare		@	1.45%	\$	1,461
Unemployment Insurance		@	0.00%	\$	-
<b>Total Benefits</b>				\$	59,949
<u>Service &amp; Supplies</u>					
Supplies & Services		@	\$ 1,122.58	\$	1,123
Body Worn Camera & In Car Video		@	\$ 7,031.94	\$	7,032
Liability Insurance		@	\$ 3,327.76	\$	3,328
<b>Total Service &amp; Supplies</b>				\$	11,483
<u>Indirect / Indirect Costs</u>					
Division & Department Overhead		@	48.76%	\$	46,844
County Overhead		@	2.69%	\$	2,710
SSO Annual Training		@	\$ 296.48	\$	296
Emergency Communication Bureau (Radio Dispatch)		@	\$ 10,637.52	\$	10,638
<b>Total Indirect</b>				\$	60,488
<b>Total Costs for 1</b>			<b>SSO II</b>	<b>\$</b>	<b>232,680</b>
<b>Total Costs for 4</b>			<b>SSO II</b>	<b>\$</b>	<b>930,721</b>

Orange County Sheriff - Coroner Department  
FY 2021-22 RFP Cost Proposal for Security Service  
Orange County Fire Authority (OCFA)

1st Guard

Notes:

(A) Regular Holidays - Veteran's Day, Day after Thanksgiving, Martin Luther King's Birthday, Columbus Day, Lincoln's Birthday and Washington's Birthday will be regular pay rate per Memorandum of Understanding and the Orange County Employees Association.

(B) Major Holidays - Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day will be one and one-half times pay rate per Memorandum of Understanding and the Orange County Employees Association.



Orange County Sheriff - Coroner Department  
FY 2022-23 RFP Cost Proposal for Security Service  
Orange County Fire Authority (OCFA)

2nd Guard

Position: Sheriff's Special Officer II (SSO)

<u>Salary &amp; Wages</u>	<u>Hours</u>		<u>Rates</u>	<u>Total Cost</u>
Net Annual Salary - Hours	2,088	@ \$	38.86	\$ 81,140
Bilingual Pay		@ \$	0.22	\$ 459
				<u>\$ 81,599</u>
<u>Relief Time</u>				
Vacation/Sick Leave	82.29	@ \$	39.08	\$ 3,216
Total Regular Salaries				\$ 84,815
<u>Relief Time</u>				
Vacation/Sick Leave	191.99	@ \$	58.62	\$ 11,255
Total Overtime Salaries				<u>\$ 11,255</u>
Total Salary & Wages				<u>\$ 96,070</u>
<u>Benefits</u>				
Star COLA - base salary		@	0.029%	\$ 24
Retirement - Regular Salaries		@	41.468%	\$ 35,171
Workers' Compensation		@	8.28%	\$ 7,601
Health Insurance (Monthly)	12	@ \$	1,225.22	\$ 14,703
Other Insurance H&W (Monthly)	12	@ \$	54.48	\$ 654
A D & D (Annual)		@ \$	25.14	\$ 25
Medicare		@	1.45%	\$ 1,393
Unemployment Insurance		@	0.00%	\$ -
Total Benefits				<u>\$ 59,571</u>
<u>Service &amp; Supplies</u>				
Supplies & Services		@ \$	1,122.58	\$ 1,123
Body Worn Camera & In Car Video		@ \$	7,031.94	\$ 7,032
Liability Insurance		@ \$	3,327.76	\$ 3,328
Total Service & Supplies				<u>\$ 11,482</u>
<u>Indirect / Indirect Costs</u>				
Department & Division Overhead		@	48.76%	\$ 46,844
County Overhead		@	2.69%	\$ 2,584
SSO Annual Training		@ \$	296.48	\$ 296
Emergency Communication Bureau (Radio Dispatch)		@ \$	10,637.52	\$ 10,638
Total Indirect				<u>\$ 60,362</u>
Total Costs for 1 SSO II				<u><u>\$ 227,485</u></u>

Orange County Sheriff - Coroner Department  
FY 2022-23 RFP Cost Proposal for Security Service  
Orange County Fire Authority (OCFA)

Position: Sergeant (Sgt.)

<u>Salary &amp; Wages</u>	<u>Hours</u>	<u>Rates</u>	<u>Total Cost</u>
Net Annual Salary	2088	@ \$ 73.83	\$ 154,157
Bilingual Pay		@ \$ 0.22	\$ 459
Education Incentive Pay (EDIP)		@ \$ 1.05	\$ 2,192
P.O.S.T.		@ \$ 15,313	\$ 15,313
Total Regular Salaries			\$ 172,121
Total Salary & Wages			\$ 172,121
<u>Benefits</u>			
STAR COLA - Base Pay		@ 0.029%	\$ 45
Retirement - Regular		@ 63.616%	\$ 109,496
Defined Contrib - Base Pay		@ 5.00%	\$ 7,708
Workers' Compensation		@ 8.28%	\$ 12,764
Health Insurance (Monthly)		@ \$ 1,660.90	\$ 19,931
Other Insurance H&W (Monthly)		@ \$ 52.00	\$ 624
A D & D		@ \$ 24.00	\$ 24
Medicare		@ 1.45%	\$ 2,496
Unemployment Insurance		@ 0.00%	\$ -
Total Benefits			\$ 153,088
<u>Service &amp; Supplies</u>			
Supplies & Services			\$ 13,365
Liability Insurance		@ \$ 3,176.50	\$ 3,177
Body Worn Camera & In Car Video		@ \$ 6,712.31	\$ 6,712
Intergrated Law and Justice of Orange County		@ \$ 121.64	\$ 122
Total Service & Supplies			\$ 23,376
<u>Indirect / Other Costs</u>			
Sworn Annual Training		@ \$ 4,501.77	\$ 4,502
County Overhead		@ 2.69%	\$ 4,630
Department & Division Overhead		@ 48.76%	\$ 83,926
Emergency Communication Bureau (Radio Dispatch)		@ 10,154.00	\$ 10,154
Total Indirect			\$ 103,212
Total Costs for	1	Sergeant (Sgt.)	\$ 451,797
Total Costs for	21%	Sergeant (Sgt.)	\$ 94,877

Orange County Sheriff - Coroner Department  
FY 2022-23 Cost Proposal for Security Service  
Orange County Fire Authority (OCFA)  
Overtime Rate

Sheriff's Special Officer II

	<u>Rates</u>	<u>Reg</u>	<u>OT</u>
Salary 1.5 (OT) @		38.86	58.29
Bilingual Pay @		0.22	0.33
Total Salaries		39.08	58.62
<b>Benefits:</b>			
Workers' Comp @	8.28%	3.22	
Medicare @	1.45%	0.85	
Unemployment @	0.00%	-	
		<b>Total Benefits</b>	4.07
<b>Overhead:</b>			
Division & Department Overhead @	48.76%		28.58
County Overhead @	2.69%		1.58
		<b>Overtime Rate</b>	<b>\$ 92.85</b>

July 1, 2022 to June 30, 2023					
No. of FTE	No. of Days	No. of OT hours per day	Hours	OT Rate	Cost
4	26	4	416	\$ 92.85	38,626
		<b>Total</b>	<b>416</b>		<b>\$ 38,626</b>
<b>Total Overtime Costs</b>					<b>\$ 38,626</b>

Orange County Sheriff - Coroner Department  
FY 2021-22 Cost Proposal for Security Service  
Orange County Fire Authority (OCFA)  
Overtime Rate

Sergeant			
	<u>Rates</u>	<u>Regular</u>	<u>OT</u>
Salary 1.5 (OT) @		73.83	110.75
Bilingual Pay @		0.22	0.33
Total Salaries		74.05	111.08
<b>Benefits:</b>			
Workers' Comp @	8.28%	6.11	
Medicare @	1.45%	1.61	
Unemployment @	0.00%	-	
Total Benefits			7.72
<b>Overhead:</b>			
Division & Department Overhead @	48.76%		54.16
County Overhead @	2.69%		2.99
Overtime Rate		\$	175.95



**APPENDIX E - CERTIFICATION OF PROPOSAL**

In responding to **RFP RO2480a –Physical Security Services and Physical Security Management Services**, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and the resulting Professional Services Agreement. **If there are any exceptions to the terms and conditions or contract, they must be stated in an attachment included with the offer.** 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.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

**Independent Price Determination:** I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

**TO THE ORANGE COUNTY FIRE AUTHORITY:**

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.

Orange County Sheriff Corner

Name of Firm

320 N. Flower Street

Address

Santa Ana

CA

92703

City

State

Zip

Signature of Person Authorized to Sign

Date

**Don Barnes, Sheriff**

Printed Name

Title

RFOTC Security Services Contract Fiscal Impact  
FY 2023/24 Projected

	<b>FY 2023/24 Projected</b>
<b>Total Contract Cost Fiscal Impact</b>	<b>\$1,151,143</b>
<b>Structural Fire Fund (SFF) Fiscal Impact</b>	<b>\$821,732</b>
Buena Park	\$33,301
Garden Grove	\$64,246
San Clemente	\$25,264
Santa Ana	\$121,105
Seal Beach	\$15,891
Stanton	\$13,019
Tustin	\$23,698
Westminster	\$32,887
<b>Total Cash Contract Cities</b>	<b>\$329,411</b>

Note: Estimated increases effective July 2023 assuming a contract cost increase of 5% for year two of the contract

## OCIAC Assessment Recommendations Grouped by Security Issues and Concerns

OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (In Process or Scheduled)	Implementation Recommendation
Slight Low Medium High	<b>Grouping: <i>Exterior Gates, Walls, and Doors Currently Funded by Ongoing Operating Budgets, and Existing Capital Improvement Projects; New Recommended CIP Project (2); Recommended Security Contract (depending on Option)</i></b>		Existing/In-Process Project New Recommended Project/Contract Service Complete/Compliant To be Determined/Pending
2.2	The exterior fencing is an obvious deterrent and would delay an intrusion attempt.	<p>Ensure the fencing is in good repair to maintain deterrence value. Explore the option of supplementing with other deterrence measures such as adding security cameras to current blind spots.</p> <p>Added internal staff recommendation: Improve fire station perimeter fencing to address increasing incidents of unauthorized access</p>	<p>Fencing (RFOTC): <b>Compliant</b> Cameras: <b>Existing in-process</b> CIP: <b>Access Control System (ACS) Replacement/Upgrade</b> Fencing (Fire Stations): <b>New recommended CIP- Station Fencing Improvements; \$1.75M; FY 2023/24</b></p>
2.3	Service center recently implemented a locked front gate and doorbell. There is effective security in the front of the service/uniform center, however the rear of the service center is unsecured due to a faulty pedestrian gate that leads to the back doors of the service center. A door can be left propped open, defeating the heightened security measures implemented on the front of the service center.	Conduct a survey of implementing a more complete set of security measures. Consider setting audible alarms for unsecured/propped doors that lead to the outside.	<p>Survey: <b>Role of Security Manager; new position or function included with recommended enhanced Security Services contract (Options 1, 2 or 3)</b></p> <p>Alarms for unsecured/propped doors: <b>Existing CIP ACS Upgrade</b></p>
2.4	Facility gates.	<p>Assess the need to install and use gates to provide appropriate levels of access control and/or penetration delay against individuals.</p> <p>Conduct a survey of all pedestrian and vehicle gates and ensure the locking mechanisms are in good working order.</p>	<p>Gate Access/Penetration Delay: <b>New recommended CIP - Controlled Vehicular Access; \$2.0M; FY 2024/25</b></p> <p>Gates Survey: <b>Compliant</b></p>
2.5	Exterior doors.	<p>Consider enforcing strict access policies. Periodically review policies and procedures to assess whether improvements are needed.</p> <p>Implement an intrusion detection system to exterior access points. Assess the intrusion detection system and associated plans and procedures, and implement enhancements as needed (e.g., backup power capabilities, more timely alarm assessment, regular maintenance, and periodic tests).</p> <p>Adopt policies requiring security personnel to ensure all building exits are secure. Ensure objects that can be used to prop exterior doors open are removed from the area. Install audible alerts to exterior doors that go off if left open for too long.</p>	<p>Strict/Enforced Access Policies: <b>Role of Security Manager; new position or function included with recommended enhanced Security Services contract (Options 1, 2 or 3)</b></p> <p>Intrusion Detection/Audible Alerts: <b>Existing CIP ACS Upgrade</b></p>

OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (In Process or Scheduled)	Implementation Recommendation
3.2	Exterior double doors could be tied or chained together to prevent victim egress or first responder access.	Conduct a door survey to identify all exterior double doors with handles susceptible to misuse. Remove the left-side handles so the doors cannot be tied or chained together.	<i>Door handle modifications:</i> Existing Property Management Operating Budget; FY 2021/22 & 23
1.9	Trespassing signage.	Consider increasing presence of signage to warn threat actors of trespassing on the premises and OCFA's posture of intentions to prosecute. Ensure overlapping surveillance coverage with no blind spots, especially focusing on all entry/access points.	<i>Warning signage:</i> Existing Property Management Operating Budget; FY 2021/22 & 23 <i>Surveillance coverage:</i> Existing CIP ACS Upgrade
1.12	Designate an area for a security force or law enforcement to use as a command post.	Establish an area to be used as a command post (other than the front desk and guard booth located at the main entrance). Ensure the security personnel located at the front desk and guard check-in delivery personnel prior to proceeding to the loading docks or to drop off any packages.	Function included with recommended enhanced Security Services contract (Options 1, 2 or 3); provide two posts at RFOTC
2.7	Workout/training equipment unsecured in storage containers.	Consider placing a pad-lock to secure the storage containers. Workout equipment is easily sold on the second-hand market making it a higher target for theft.	Existing Property Management Operating Budget; FY 2021/22 & 23
2.8	Emergency Command Center (ECC) is labeled on the exterior which could alert threat actors as to the location of the ECC.	Establish protocols for ensuring the double doors to the Emergency Command Center are always locked.	Existing CIP ACS Upgrade and Property Management Operating Budget; FY 2021/22 & 23
2.9	Not all classrooms and office spaces can easily be secured from the inside.	Replace locks so doors can be secured from inside of the office space. Doors should lock automatically or have a simple locking mechanism, such as a push button to or a thumb turn switch.	Existing Property Management Operating Budget; FY 2021/22 & 23
3.3	Motion-to-open sensor locks are easily circumvented to defeat the purpose of its security effectiveness.	Consider removing motion-to-open security sensors on doors; especially on doors of glass or near windows that expose staff on the inside due to low quality tinted/mirrored glass.	Existing CIP ACS Upgrade and Property Management Operating Budget; FY 2021/22 & 23
3.5	Not all work locations have lockable doors to effectively lockdown and shelter in place.	Add locks so doors can be secured from inside. Larger open spaces like garages require planned evacuation routes during a lockdown scenario.	Existing Property Management Operating Budget; FY 2021/22 & 23
3.8	Human Resources front entrance access controls are occasionally turned off due to convenience.	Ensure Human Resources main doors have effective remote access controls. Implement layers of security past initial Human Resource main doors that limit access of movement of visitors to a waiting area.	
3.9	Finance/ Treasury and Conference Rooms require better mirrored tinting.	To better conceal assets inside of the labeled "Finance/ Treasury" office spaces, consider installing a high-quality mirrored film on all exterior glass windows.	



OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (In Process or Scheduled)	Implementation Recommendation
3.10	Executive Offices have a rear exit double door that is protected by an old, single spring lock that is vulnerable to defeat.	Consider replacing and upgrading the existing locking mechanism with an upgraded version.	Existing Property Management Operating Budget; FY 2021/22 & 23
3.11	Executive Office rear exit double doors can be opened from the outside by pulling the left door from the bottom.	Consider replacing and upgrading the existing locking mechanism with an upgraded version Augment security with alarming exit doors with audible alerts when opened.	<i>Exec. Office Locking Mechanism:</i> Existing Property Management Operating Budget; FY 2021/22 & 23 <i>Augment Exec. Office Security Alerts:</i> Existing CIP ACS Upgrade

**Grouping: Technology, Cameras, Alerting System**  
**Currently Funded in the 5-Year CIP Budget; New Recommended CIP Project (1)**

OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (In Process or Scheduled)	Implementation Recommendation
1.3	Implement options for mass notification capabilities.	Consider installing a mass notification system that encompasses the entire interior and exterior of the facility. Incorporate a secondary cell phone application that can send a mass alert to advise of a critical incident as part of the communication PACE plan (Primary, Alternate, Contingency, Emergency). An application to vet visitors would benefit the security and accountability of persons within the facility. Consider implementing a security application for smart phones to ease safety and security communication throughout the facility.	<i>Interior Mass Notification:</i> Included with existing CIP Enterprise Telephone System Replacement/Upgrade  <i>Exterior Mass Notification, and Application for vetting visitors:</i> Evaluate need and options; assign to new Security Management position/function included with recommended enhanced Security Services contract (Options 1, 2 or 3)
1.11	The facility has few panic alarms or similar equipment and primarily would use 9-1-1 during an emergency or use a radio to notify OCFA dispatch.	Ensure panic buttons or duress alarms are assigned to administrative staff. Place panic buttons or duress alarms in isolated or hard-to-reach areas of the facility. Establish and implement a policy to test, replace, and repair the equipment as needed.	<i>Panic Alarm Locations:</i> Existing Property Management Operating Budget; FY 2021/22 & 23  <i>Panic Alarm Policy:</i> Role of Security Manager; new position or function included with recommended enhanced Security Services contract (Options 1, 2 or 3)

<b>Grouping: Technology, Cameras, Alerting System</b> <b>Currently Funded in the 5-Year CIP Budget; New Recommended CIP Project (1)</b>			
OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (In Process or Scheduled)	Implementation Recommendation
2.6	Key card access controls. Currently being upgraded.	Consider installing key card access controls throughout the facility especially in critical areas like the council chambers, exterior doors, and areas that house assets. Conduct a survey to identify interior sensitive areas without access card controls. Ensure strict access card policies and procedures are in place to reduce the risk of misuse or compromised access control. Consider incorporating department issued identification cards with the key card access control system.	<b>Key Card Access additions:</b> <b>Existing CIP ACS Upgrade</b>  <b>Key/Access Card Policies:</b> <b>Role of Security Manager; new position or function included with Recommended enhanced Security Services contract (Options 1, 2 or 3)</b>  <b>ID Card conversion to Key Cards:</b> <b>Recommended CIP Fire Station Access Control; \$1.2M FY 2024/25</b>
3.12	Cameras are in place and effective in most areas. Some areas may lack coverage.	Conduct a camera survey to identify areas where coverage may be lacking. Ensure all entrances and sensitive areas have updated camera coverage. Implement dedicated monitors to survey critical/sensitive areas to your security force. Adopt policies against propping doors open that lead to sensitive areas of the facility (like where uniforms and equipment are stored and subject to potential theft).	<b>Camera Survey:</b> <b>Existing CIP ACS Upgrade</b>  <b>Door security policy:</b> <b>Role of Security Manager; new position or function included with Recommended enhanced Security Services contract (Options 1, 2 or 3)</b>

<b>Grouping: Security Force, Policy, Guidelines and Training</b> <b>Additional Operating Budget will be requested upon award of new Security Services Contract</b>			
OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (Timing To-Be-Determined)	Implementation Recommendation
1.2	Ensure the facility incorporates a written security/emergency operations plans.	Ensure the facility's security/emergency operations plan addresses the following areas: Risk assessments, identification of critical assets, physical security, security force, communications, evacuation, shelter-in-place/lockdown procedures, response actions and protocols, personnel accountability, reunification, continuity of operations, health and medical response, and training. Regularly train, evaluate, and update plans.	<b>Role of Security Manager; new position or function included with Recommended enhanced Security Services contract (Options 1, 2 or 3); Collaborate with OCFA Risk Management</b>
1.5	Provide security information and training to all faculty and staff (sworn, fire, mechanics, civilians)	Provide security information to staff. Disseminate security awareness information through a variety of formats (e.g., emails, announcements, briefings). Solicit feedback regarding the usefulness of the type of information provided.	
1.7	Active shooter training.	Utilize local law enforcements agencies and/or the Department of Homeland Security Active Shooter Preparedness website to establish training. Use security force to conduct additional training on medical response to critical incidents.	

<b>Grouping: <i>Security Force, Policy, Guidelines and Training</i></b> <b><i>Additional Operating Budget will be requested upon award of new Security Services Contract</i></b>			
OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (Timing To-Be-Determined)	Implementation Recommendation
1.1	Orange County Fire Authority (OCFA) does not have a security manager or department integrated into their department. Instead they hire a third-party security company.	Due to the assets found on the facility such as staff, equipment, vehicles, records, and communication facilities, consider collaborating with emergency services sector partners. Partnering with trained law enforcement to take over the function of site security would better promote a higher level of site security. Consider the employment of a security manager whose sole function is safety and security that supports the department's security mission. Regularly assess the facility's security management program. Implement best practices based on collaborative relationships and new or updated resources.	<i>Partner with law enforcement for asset security; Employ Security Manager: Provided with recommended enhanced Security Services contract; Options 1, 2 and 3</i>
1.4	Incorporation with law enforcement for enhanced security capabilities.	Consider utilizing law enforcement as the primary security team. Utilizing sworn staff will come with highly trained personnel, department resources, policy mandated training. The assurance of entrusting sworn officers with sensitive information such as camera locations, accurate floor plans, lists of key personnel and phone numbers, master keys, master access cards, evacuation routes, and areas of criticality, will benefit both OCFA and first responders and decrease the likelihood of breaches or insider threats.	<i>Utilize/Partner with Sworn Law Enforcement as Primary Security Team: Provided with recommended enhanced Security Services contract; Options 1 and 2</i>
1.6	Security force.	Consider establishing a contract to employ a security force with the specific purpose of site security. It is encouraged to evaluate the professional benefits of partnering with law enforcement to provide on-site security. A secondary option would be to employ a third-party security team of vetted civilians.	
1.8	Security force patrol routing.	Establish a checklist that incorporates roles and responsibilities and what areas to evaluate. Conduct regular inspections of sensitive areas. Ensure doors and pedestrian gates are not propped open and loading docks and exterior doors are secured. Report suspicious activity, weapons, suspicious packages, and drugs to security force.	<i>Provided with recommended enhanced Security Services contract, Options 1, 2, and 3; with utilization of upgraded Control Access System Upgrade (existing/in-process CIP)</i>
1.10	OCFA Headquarters has no armed onsite private security personnel. Law enforcement response is currently the only armed response at the moment.	Potential assailants may be dissuaded from attacking a target if they know they will face immediate armed resistance. OCFA may wish to consider contracting an armed security force through a law enforcement agency or a third-party civilian security company as part of their broader security strategy. Consider the responsibility of training, licensing, and arming personnel with less-than-lethal or lethal weapons to enable them to protect themselves and others. Considerations should include not only the threat, but also law enforcement response times; laws governing licensing armed security guards; laws concerning the use of force; training and certification requirements; workplace safety; liability; and cost.	<i>Provided with recommended enhanced Security Services contract; Options 1 and 2</i>

	<b>Grouping: <i>Security Force, Policy, Guidelines and Training</i></b> <b><i>Additional Operating Budget will be requested upon award of new Security Services Contract</i></b>		
OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (Timing To-Be-Determined)	Implementation Recommendation
1.13	Increase security during times of critical vulnerability.	<p>Consider increasing the staffing level to provide better security during times of critical vulnerability (graduations, dignitaries/VIP's on the compound, etc.).</p> <p>Encourage continuity of monitoring staff/personnel to facilitate a positive rapport with all staff members and recruits. In addition to serving a security purpose, security monitors can help foster a sense of community, connect with staff, and have an overall positive impact at headquarters.</p> <p>Consider storing emergency food/water in lock-down rooms in case of extended periods of lock-downs.</p> <p>Encourage a K9 sweep of board room prior to meetings.</p>	<p><i>Special Event Security: Provided with recommended enhanced Security Services contract, <b>Options 1, 2, and 3</b></i></p> <p><i>Continuity of monitoring staff/personnel: Role of Security Manager; Provided with recommended enhanced Security Services contract, <b>Options 1, 2, and 3</b></i></p> <p><i>Lock-down Event Supplies: Existing Service Center Operating Budget</i></p> <p><i>K9 sweep of Board Room: Evaluate feasibility</i></p>

OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (Timing To-Be-Determined)	Implementation Recommendation
<b>Grouping: <i>Campus Access; Vehicles, Store, Visitor Areas, and Asset Security</i></b> <b><i>New Recommended CIP Project (1)</i></b>			
2.11	Vehicle control.	Fire engines remain unlocked and do not require a key to turn on the ignition. If a civilian were to enter a fire engine, they could possibly steal vehicles. Consider implementing a strict key checkout/accountability process.	<i>Role of Security Manager; Provided with recommended enhanced Security Services contract, <b>Options 1, 2, and 3</b></i>
3.4	Communications security outfitting.	Consider installing an improved security system for expensive equipment and assets stored in communications building behind the chain link fence. Consider implementing a digital recording system to keep a more accurate inventory of their equipment.	<p><i>Communication Equipment Storage Security: Existing Property Management Operating Budget</i></p> <p><i>Digital Recording for Inventory Control: Feasibility/Recommendation Pending Cost/Benefit Evaluation</i></p>

OCIAC Risk Matrix	Vulnerable Details	Tentative Project Action (Timing To-Be-Determined)	Implementation Recommendation
2.10	Security does not screen, monitor, or inspect any vehicles driven onsite.	Establish a list of prohibited items, including potential weapons, if one does not already exist. Post signage warning that parking on property is assumed to be consent to search. Develop policies for searching vehicles and/or partner with local law enforcement to conduct vehicle searches.	<i>Signage of Prohibited Items: If recommended for implementation, existing Property Management Operating Budget</i> <i>Vehicle screening/monitoring/inspection: Feasibility/Recommendation Pending Evaluation by proposed Security Manager</i>
2.12	The facility has at least one unmitigated high-speed avenue of approach no speedbumps or other mitigating efforts.	Evaluate parking lots and straight-aways to decide whether they can be reconfigured to reduce vulnerabilities. Install speed bumps to slow traffic. Consider installing vehicle rated bollards to protect pedestrians on any of the sidewalks along the main entrance. Prioritize unmitigated high-speed avenues of approach, and begin efforts to mitigate the vulnerabilities, beginning with the most critical.	<i>Mitigate High-Speed Vehicle Approach; Gate Access/Penetration Delay: New recommended CIP Controlled Vehicular Access; \$2.0M; FY 2024/25</i>
2.4	Facility gates.	Assess the need to install and use gates to provide appropriate levels of access control and/or penetration delay against individuals. Conduct a survey of all pedestrian and vehicle gates and ensure the locking mechanisms are in good working order.	<i>Gates Survey: Complete/Compliant</i>
3.1	Orange County Fire Authority merchandise store is open to the public and located within the ring of security. Public has free range of the facility when present to visit the merchandise store.	Consider excluding the public to purchase items from the merchandise store, move the physical location of the store to the exterior of the facility, or implement capabilities for a larger online footprint to sell Orange County Fire Authority merchandise to the public.	<i>Feasibility/Recommendation Pending Cost/Benefit Evaluation</i>
3.6	Orange County Fire Authority does not control access to on-site events.	Collaborate with local law enforcement on restrictions and sworn presence during time of critical vulnerability like graduations and city council meetings.	<i>Provided with recommended enhanced Security Services contract, Options 1, 2, and 3</i>
3.7	Orange County Fire Authority visitor controls.	Implement measures to stop/delay visitors from entering the facility beyond the initial main entry lobby. For example, allow access to the initial set of doors only, but not the administration area. Require visitors to provide a government photo ID. Explore the option of procuring a visitor management system capable of screening visitors against databases such as banned visitors.	<i>Feasibility/Recommendation Pending Evaluation by proposed Security Manager</i>

# **Ad Hoc Security Committee**

## **Recommendations for Security Improvement Measures**

Board of Directors

Item 03B

September 22, 2022





# Security Ad Hoc Committee

The Board of Director's consideration of award of a security services agreement with the Orange County Sheriff's Department at their meeting on January 27, 2022 lead to the formation of the Security Ad Hoc Committee for the study of organization-wide security needs. The Committee consisted of the following members/agencies:

- Gene Hernandez, Yorba Linda (SFF)  
Chair
- Austin Lombard, Tustin (CCC)  
Vice Chair
- Ross Chun, Aliso Viejo (SFF)
- Vince Rossini, Villa Park (SFF)
- Kathy Ward, San Clemente (CCC)
- Mark Tettemer, Lake Forest (SFF)
- Anne Hertz-Mallari, Cypress (SFF)

# Security Ad Hoc Committee

- The Security Ad Hoc Committee held four meetings April – June 2022 encompassing review and discussion of the security vulnerabilities identified in the OCIAC Assessment, and options for contract security services
- This resulted in the Committee recommending *enhanced contract security services*, combined with *expanding existing or adding new security related capital improvement projects*:
  - **Contract Security Services** – Recommend approval and award of the contract for armed security guard and security management services at RFOTC as proposed by the Orange County Sheriff Security Bureau
  - **Capital Improvements** - Include in future years' CIP Budget review and funding approval process:
    - » Fire Station fencing improvements (FY 2023/24; \$1.75M)
    - » Expand the Control Access System project to include all Fire Stations (FY 2024/25; \$1.2M)
    - » Controlled Vehicular Access to secure RFOTC grounds (FY 2024/25; \$2.0M)



# Orange County Sheriff Security Bureau

- Established in 1984, the Bureau's mission is to provide a deterrent for unlawful activities and respond to emergencies and life threatening or serious crimes
- Staffed by 45 Sheriff's Special Officers supported by a Bureau Commander, 3 sergeants, 5 deputy sheriffs to ensure a uniform law enforcement presence is maintained at 25 county facilities that contract with the Sheriff's Department including:
  - Hall of Administration
  - County Executive Office
  - OC Health Care Agency
  - Social Services Agency
  - Orange County Parks
  - The Orange County Clerk Recorder
  - Assessor, Treasury/Tax Collector
  - Child Support Services
  - District Attorney's Office
  - Orange County Employee Retirement System/Cal Optima

# OCSD Security Bureau – RFP Evaluation

- The Security Bureau emerged as the top-ranked firm:
  - Stronger Scores in all evaluation criteria
  - Strongest training for personnel
  - Strongest personnel selection process
  - Bureau's purpose most closely aligns with OCFA operations
  - Superior depth in personnel, management & technical resources
  - Experience with Incident Management, including protests and lockdowns
  - Continuous training academies to proactively mitigate officer attrition



# Security Ad Hoc and Budget & Finance Committee Recommendations

## **Review the proposed agenda item and authorize:**

- The award of a professional services contract to the Orange County Sheriff Security Bureau for security guard services at RFOTC and security management services.
- An increase expenditures in the FY 2022/23 Adopted General Fund Budget by \$730,885 for a total FY 2022/23 cost of \$1,096,327.
- Including the recommended security capital improvement projects (three) in *future* years' CIP budgets as part of the annual Budget development and approval process, resulting in additional vetting by the CIP Ad Hoc and Budget and Finance Committees, prior to seeking final approval by the Board of Directors.

# Questions/Comments







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

**Concurrent Joint Special Meetings**  
**September 22, 2022**

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

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

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**Contact(s) for Further Information**

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**Summary**

In order for the Board of Directors and Committees to continue meeting via teleconference during the pandemic, AB 361 requires the local legislative bodies to make specified findings at least every thirty (30) days.

**Prior Board/Committee Action**

At the October 28, 2021 meeting, the Board of Directors approved the legally required findings and directed staff to schedule concurrent Special Joint Meetings of the Board of Directors, Executive Committee, Budget and Finance 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 or committee meetings to address this new requirement of the Brown Act.

On July 20, 2022, the Legislative and Public Affairs Committee held its first meeting and was added to the agenda of concurrent Special Joint Meetings to consider approving the required findings by AB 361. At the August 25, 2022, Special Concurrent Joint Meeting of the Board and all of the Committees in which AB361 was considered, the Legislative and Public Affairs Committee vote failed 3-3 and will now be required to meet in person.

On August 9, 2022, the Operations Committee held its first meeting and is therefore being added to the agenda of concurrent Special Joint Meetings to consider approving the required findings by AB 361. At the August 25, 2022, Special Concurrent Joint Meeting of the Board and all of the Committees in which AB361 was considered, the Operations Committee vote failed 3-3 and will now be required to meet in person.

**RECOMMENDED ACTION(S)**

**Option #1:**

Make the following findings by majority votes of the Board of Directors, and the following committees: Executive, Budget and Finance, and Human Resources:

- 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 of Directors and each Committee has reconsidered the circumstances of the emergency; and
- c. Local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

**Option #2:**

Make the following findings by majority votes of the Board of Directors, and following committees: Executive, Budget and Finance, and Human Resources:

- a. Although a state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect, the OCFA Board of Directors and each Committee has reconsidered the circumstances of the emergency and no longer finds a need for the legislative body to continue the use of teleconferencing for its meetings.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Nominal software licensing costs to continue to use Zoom Webinar to stream meetings in a manner that allows online public comments.

**Background**

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.

Those amendments authorize local agencies like the Fire Authority to continue to conduct meetings by teleconference during a Governor-proclaimed state of emergency<sup>1</sup> provided that certain findings are made by the legislative body, and provided that certain procedural requirements are met regarding public access to the meetings.

AB 361 requires particular findings be made by the Board of Directors and each of the OCFA's legislative bodies within 30 days after the legislative body's first meeting, and requires that the new findings must be reaffirmed at least every thirty (30) days thereafter in order for the legislative body 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, and while state or local officials have recommended measures to promote social distancing.

To continue to teleconference pursuant to AB 361, each legislative body must make the following findings by majority vote at least every 30 days:

- (A) The legislative body has reconsidered the circumstances of the state of emergency; and
- (B) Either 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

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<sup>1</sup> 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.

- (ii) State or local officials continue to impose or recommend measures to promote social distancing.<sup>2</sup>

To comply with that requirement, the recommended action would have the Board of Directors and each 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 of Directors and each Committee 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.

Although there are fewer "social distancing" recommendations in effect today than there have been in the recent past, it remains the case that the relevant health officials continue to recommend measures to promote social distancing, including but not limited to the following:

- In the County of Orange Health Officer's most recent Orders and Strong Recommendations, posted on August 19, 2022, the County Health Officer continues to "strongly recommend" that "the older a person is, the more health conditions a person has, and the more severe the conditions, the more important it is to take preventive measures for COVID-19 such as getting vaccinated, including boosters, social distancing and wearing a mask when around people who don't live in the same household, and practicing hand hygiene."

**Attachment(s)**

None.

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<sup>2</sup> Cal. Gov't Code sec. 54953(e)(3).