



ORANGE COUNTY FIRE AUTHORITY

AGENDA

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, January 27, 2022

5:30 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

Dave Shawver, Chair

Michele Steggell, Vice Chair

Shelley Hasselbrink • Donald P. Wagner • Noel Hatch

Gene Hernandez • John O'Neill

Ex Officio Member - Dennis Wilberg, Mission Viejo

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 Executive Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact the Clerk of the Authority at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>



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

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

The public is not permitted to attend the meeting in person; however, the public may still view and comment on the meeting as follows:

- To watch the meeting online, please go to website at www.OCFA.org
- To submit an e-comment, please email to PublicComments@ocfa.org
Your comments will be forwarded electronically and immediately to the members of the Committee.
- To comment Live via Zoom, please [click here for instructions](#).

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

CALL TO ORDER by Chair Shawver

INVOCATION by OCFA Chaplain Kent Kraning

PLEDGE OF ALLEGIANCE by Director Hernandez

ROLL CALL by Clerk of the Authority

REPORTS

A. Report from the Budget and Finance Committee Vice Chair

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

No items.

2. CONSENT CALENDAR

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

A. Minutes for the Executive Committee Meeting

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 Actions:

1. Approve the Minutes for the November 18, 2021, Regular Meeting as submitted.
2. Approve the Minutes for the November 18, 2021, Concurrent Joint Special Meeting as submitted.
3. Approve the Minutes for the December 16, 2021, Concurrent Joint Special Meeting as submitted.
4. Approve the Minutes for the January 13, 2022, Concurrent Joint Special Meeting as submitted.

B. Monthly Investment Reports

Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer, and James Slobojan, Assistant Treasurer

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 8-0 (Director Tettermer absent).

Recommended Action:

Receive and file the reports.

C. Blanket Order Increase for Helicopter Maintenance and Repair Services

Submitted by: Kenny Dossey, Deputy Chief/ Operations Bureau, Vincent Carpino, Division Chief/Special Operations and Cheyne Maule, Battalion Chief/Air Operations Program Manager

Recommended Action:

Approve and authorize the Purchasing Manager to increase the annual blanket order amounts for contract Year Four and Year Five by \$469,000 to a new total not to exceed \$1,269,000 annually (\$2,538,000 aggregate through November 30, 2023)

D. Award of Contract for Portable Restroom/Shower Trailers

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

Recommended Action:

Approve and authorize the Purchasing Manager to award the master agreement to Ready2Go Restroom Trailers Sales, LLC. in the amount of \$165,192.75.

E. Contract Extension for Information Technology Staff Augmentation Services

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

Recommended Action:

Approve and authorize the Purchasing Manager to extend the current Professional Services Agreement with Computer Aid, Inc. for three additional years through March 3, 2025 to allow for the completion of the Community Risk Reduction automation project with no changes to the total contract aggregate amount.

F. Blanket Order Contract Increase for Diesel Equipment Parts and Repair Services

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Kevin Berghaus, Fleet Services Manager

Recommended Action:

Approve and authorize the Purchasing Manager to increase the blanket order contract amount with Harbor Diesel and Equipment, Inc. by \$25,000 to a total not to exceed \$225,000 annually for the contract ended November 30, 2021 and for the final renewal term beginning December 1, 2021.

3. DISCUSSION CALENDAR

None

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, February 24, 2022, at 5:30 p.m.

AFFIDAVIT OF POSTING

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

Maria D. Huizar, CMC
Clerk of the Authority

FUTURE EC AGENDA ITEMS – THREE-MONTH OUTLOOK:

- Monthly Investment Report
- 2nd Quarter Financial Newsletter
- Contract Amendment for Ground Tree Surveys for Invasive Tree Pests
- Increase Purchase Order for Protective Turn-Outs

UPCOMING MEETINGS:

Human Resources Committee

Tuesday, February 1, 2022, 12 noon

Budget & Finance Committee

Wednesday, February 9, 2022, 12 noon

Concurrent Joint Special Meeting of the

Board of Directors and all Committees

Thursday, February 24, 2022, 6:00 p.m.

Executive Committee

Thursday, February 24, 2022, 5:30 p.m.

Board of Directors

Thursday, February 24, 2022, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, November 18, 2021
5:30 P.M.**

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

CALL TO ORDER

Chair Shawver called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on November 18, 2021.

INVOCATION

The invocation was led by OCFA Chaplain Jim Gwaltney.

PLEDGE OF ALLEGIANCE

Vice Chair Steggell led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Dave Shawver, Stanton, Chair
Michele Steggell, La Palma, Vice-Chair
Letitia Clark, Tustin*
Shelley Hasselbrink, Los Alamitos*
Noel Hatch, Laguna Woods*
Gene Hernandez, Yorba Linda*
Joe Muller, Dana Point*
John O'Neill, Garden Grove*

Absent: Donald P. Wagner, County of Orange
Dennis Wilberg, Ex Officio

Also present were:

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

**Those members attending via Teleconferencing*

REPORTS

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

Budget and Finance Committee Chair Joe Muller reported at its November 10, 2021, regular meeting, the Committee reviewed and forwarded the Monthly Investment Reports, and the First Quarter Financial Newsletter to the Executive Committee meeting of November 18, 2021, to receive and file the reports.

B. Report from the Human Resources Committee Chair (FILE 12.02A6)

Human Resources Committee Vice Chair Gene Hernandez reported at its November 2, 2021, regular meeting, the Committee received an OCFA Diversity, Equity, and Inclusion (DEI) Internal Assessment presentation by Diversity and Inclusion Coordinator Julian Velarde. The objectives were to review the OCFA Demographics, Operations DEI feedback and recommendations. Additionally, the Committee received and filed the 2020/2021 Annual Anonymous Hotline Report, and the Annual Workers' Compensation Program Update. The Committee reviewed and recommended forwarding the New Classification Specifications in Orange County Fire Authority Management Association (OCFAMA) to the Executive Committee to adopt the recommended new classifications.

PUBLIC COMMENTS

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

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

On motion by Director Hernandez, and second by Director Hatch, and following a roll call vote, declared passed 8-0 Agenda Items 2A-2E (Director Wagner absent).

A. Minutes from the October 28, 2021, Regular Executive Committee Meeting (FILE 12.02A2)

Action: Approve as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

Action: Receive and file the reports.

C. New Classification Specifications in Orange County Fire Authority Management Association (OCFAMA) (FILE 17.18)

Action:

1. Adopt the new Budget Analyst classification and assign the salary allocation to range AM50 (high of \$64.08);
2. Adopt the new Legislative Affairs Program Manager classification and assign the salary allocation to range AM40 (high of \$63.48);
3. Adopt the new Senior Management Analyst classification and assign the salary allocation to range AM40 (high of \$63.48);
4. Adopt the new Public Relations Manager classification and assign the salary allocation to range AM40 (high of \$63.48);
5. Adopt the new Workers' Compensation Program Manager and assign the salary allocation to range AM40 (high of \$63.48); and
6. Adopt new titles for nine OCFAMA classifications, including Budget Manager, Information Technology Manager, Construction Project Manager, Finance Division Manager, Fleet Services Division Manager, Information Technology Division Manager, Construction and Facilities Division Manager, Purchasing Division Manager, and Environmental Health and Safety Officer.

D. First Quarter Financial Newsletter (FILE 15.07)

Action: Receive and file the report.

E. 2021 Legislative Report (FILE 11.10.F1)

Action: Receive and file the report.

3. DISCUSSION CALENDAR

None.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

The Committee Members offered no comments.

ADJOURNMENT – Chair Shawver adjourned the meeting at 5:38 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, January 27, 2022, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee
Concurrent Joint Special Meeting
Thursday, November 18, 2021
7:21 p.m.**

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

CALL TO ORDER

A Concurrent Joint Special Meeting of the Orange County Fire Authority Board of Directors, Executive Committee, Budget and Finance Committee, and the Human Resources Committee was called to order on November 18, 2021, at 7:21 p.m. on November 18, 2021.

ROLL CALL

Present: Dave Shawver, Stanton, Chair
Michele Steggell, La Palma, Vice Chair
Letitia Clark, Tustin*
Shelley Hasselbrink, Los Alamitos*
Noel Hatch, Laguna Woods*
Gene Hernandez, Yorba Linda*
Joe Muller, Dana Point *
John O'Neill, Garden Grove*
Donald P. Wagner, County of Orange*

Absent: None.

Also present were:

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

Deputy Chief Lori Zeller
Assistant Chief Randy Black
Assistant Chief Jim Ruane
General Counsel David Kendig

**Those members attending via Teleconferencing*

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

None.

3. DISCUSSION CALENDAR

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

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

On motion of Director Wagner and second by Director Hernandez, and following a roll call vote, declared passed 9-0 to make the following findings by majority vote of the Committee:

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

REPORTS

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair Shawver adjourned the meeting at 7:34 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, January 27, 2022, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

Executive Committee Concurrent Joint Special Meeting Thursday, December 16, 2021 6:00 P.M.

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

CALL TO ORDER

A Concurrent Joint Special Meeting of the Orange County Fire Authority Board of Directors, Executive Committee, Budget and Finance Committee, and the Human Resources Committee was called to order on December 16, 2021, at 6:02 p.m. by Board of Directors Chair Dave Shawver.

ROLL CALL

Present: Dave Shawver, Stanton, Chair*
Letitia Clark, Tustin*
Carol Gamble, Rancho Santa Margarita (Alternate)*
Gene Hernandez, Yorba Linda*
Donald P. Wagner, County of Orange*

Absent: Michele Steggell, La Palma, Vice Chair
Shelley Hasselbrink, Los Alamitos*
Noel Hatch, Laguna Woods
Joe Muller, Dana Point
John O'Neill, Garden Grove

Also present were:

Fire Chief Brian Fennessy
Assistant Chief Robert Cortez
Clerk of the Authority, Maria D. Huizar
General Counsel David Kendig

**Those members attending via Teleconferencing*

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

None.

3. DISCUSSION CALENDAR

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

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

On motion of Chair Shawver and second by Director Wagner, and following a roll call vote, declared passed 5-0 (Directors Hatch, Hasselbrink, Muller, O'Neill, and Steggell absent) to make the following findings by majority vote of the Committee:

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

REPORTS

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair Shawver adjourned the meeting at 6:18 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, January 27, 2022, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee
Concurrent Joint Special Meeting
Thursday, January 13, 2022
6:00 P.M.**

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

CALL TO ORDER

A Concurrent Joint Special Meeting of the Orange County Fire Authority Board of Directors, Executive Committee, Budget and Finance Committee, and the Human Resources Committee was called to order on January 13, 2022, at 6:06 p.m. by Board of Directors Chair Dave Shawver.

ROLL CALL

Present: Dave Shawver, Stanton, Chair*
Michele Steggell, La Palma, Vice Chair*
Shelley Hasselbrink, Los Alamitos*
Noel Hatch, Laguna Woods*
Gene Hernandez, Yorba Linda*
Joe Muller, Dana Point*
John O'Neill, Garden Grove*
Donald P. Wagner, County of Orange*

Absent: Dennis Wilberg, Mission Viejo, Ex Officio Member

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Kenney Dossey
Clerk of the Authority, Maria D. Huizar

Deputy Chief Lori Zeller
Assistant Chief Robert Cortez
General Counsel David Kendig

**Those members attending via Teleconferencing*

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

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

On motion of Director Hernandez and second by Director Wagner, and following a roll call vote, declared passed 8-0 to make the following findings by majority vote of the Committee:

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

3. DISCUSSION CALENDAR

None.

REPORTS

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair Shawver adjourned the meeting at 6:13 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, January 27, 2022, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 27, 2022

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
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Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
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James Slobojan, Assistant Treasurer Treasury & Financial Planning	james.slobojan@ocfa.org	714.573.6305
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Summary

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

Prior Board/Committee Action

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Executive Committee agenda for approval by a vote of 8-0 (Director Tettemer absent).

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Since the Committee did not meet in December, attached are the final monthly investment reports for the months ending October 31 and November 30, 2021. A preliminary investment report as of December 17, 2021, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

1. Final Investment Report – October 2021/Preliminary Report – November 2021
2. Final Investment Report – November 2021/Preliminary Report – December 2021

Orange County Fire Authority Monthly Investment Report



Final Report – October 2021

Preliminary Report – November 2021



Monthly Investment Report Table of Contents

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<i>Portfolio Details.....</i>	<i>6</i>
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Orange County Fire Authority

Final Investment Report

October 31, 2021



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of October 2021, the size of the portfolio decreased by approximately \$39.8 million to \$111.7 million. Receipts for the month totaled \$8.9 million with noteworthy items of cash contract payments totaling \$5.9 million, County of Orange apportionment payments totaling \$925,000, various grant reimbursement payments and other charges for current services totaling \$2 million. Total October cash outflows amounted to approximately \$48.5 million. Significant disbursements for the month included three biweekly payrolls (instead of the typical two) and related benefits totaling approximately \$39.6 million. The portfolio's balance is expected to increase in November with the receipt of the property tax apportionment.

In October, the portfolio's yield to maturity (365-day equivalent) moved upward by 7 basis points to 0.48%. The effective rate of return increased by 3 basis points to 0.41% for the month, and the average maturity of the portfolio increased by 8 days to 34 days to maturity.

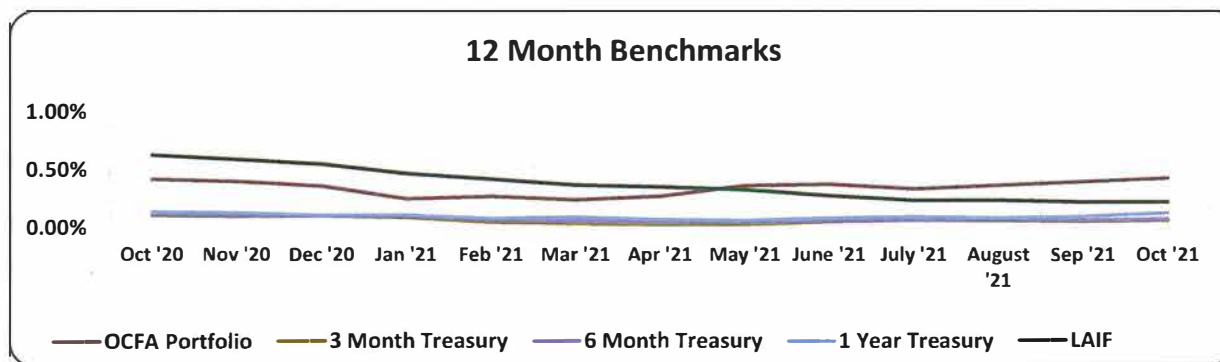
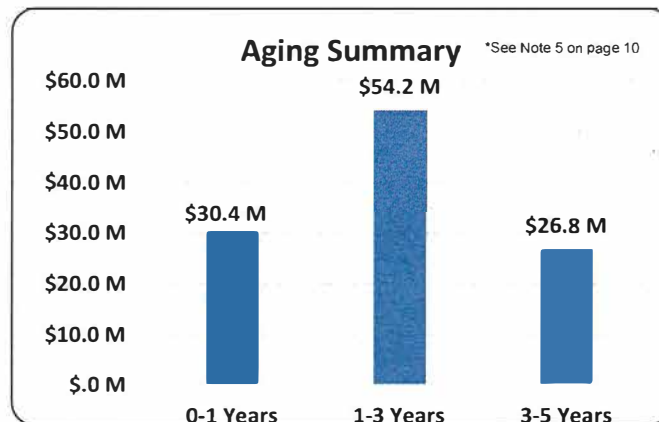
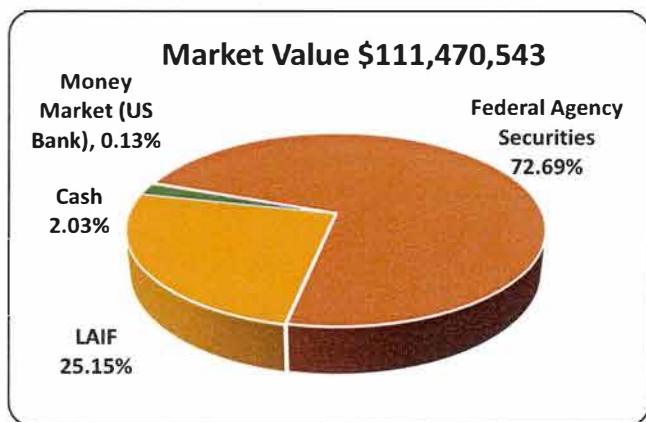
Economic News

In October 2021, the non-farm payroll employment rose by 531,000, the number of unemployed persons continued to trend down to 7.4 million and the unemployment rate declined by 0.2 percentage points to 4.6 percent. These measures remain above pre-pandemic levels from February 2020 when 5.7 million were unemployed and the unemployment rate was 3.5 percent. Consumer confidence did rebound in October after three straight declines, with the index rising to 113.8, up from 109.8 in September as anxiety about the Covid-19 Delta variant appears to have subsided. In October, retail sales rose 1.7% from the previous month and increased 16.3% from October 2020.

Producer prices (the prices companies pay for goods & services) increased 0.6% in October, and final demand prices rose 8.6% for the 12 months ended in October. Consumer prices increased in October with the CPI rising 0.9% from September and 6.2% over the last 12 months, representing the largest increase since December 1990. Core inflation (excluding food & energy) increased 4.6%, the fastest gain since August 1991. The economy continues its delicate balance as household debt passed \$15 trillion in the third quarter. Rising prices pushed up debt balances for housing and autos with the median home price up 19.9% for the quarter to \$404,700. Student loans increased slightly as students returned to school. Credit card balances bumped upward, reversing a pandemic-era trend of consumers paying down revolving debt. Minutes of the November Federal Reserve meeting indicate the tapering of asset purchases will begin in November. On a monthly basis there will be a \$10 billion reduction in the purchase of Treasuries and \$5 billion less in mortgage-backed securities. The Fed chairman stated that he expects conditions pushing inflation to last well into next year. Meanwhile, the House passed a nearly \$1 trillion infrastructure bill, now awaiting the President's signature.



OCFA'S PORTFOLIO IS EXCEEDING BOTH THE LAIF AND TREASURY BENCHMARKS AS OF OCTOBER 31, 2021



**BENCHMARK COMPARISON AS OF OCTOBER 31, 2021**

3 Month T-Bill: 0.05%

1 Year T-Bill: 0.11%

6 Month T-Bill: 0.06%

LAIF: 0.203%

OCFA Portfolio: 0.41%

PORTFOLIO SIZE, YIELD, & DURATION

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value</i>	\$111,700,346	\$151,523,141	\$109,720,511
<i>Yield to Maturity (365 day)</i>	0.48%	0.41%	0.48%
<i>Effective Rate of Return</i>	0.41%	0.38%	0.41%
<i>Days to Maturity</i>	34	26	7

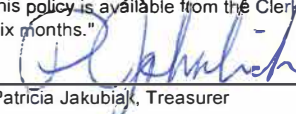


ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
October 31, 2021

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

	See Note 1 on page 10	See Note 2 on page 10						
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	148,729.65	148,729.65	148,729.65	0.14	1	1	0.010	0.010
Federal Agency Coupon Securities	81,450,000.00	81,027,156.05	81,452,443.10	74.29	1,318	46	0.567	0.575
Local Agency Investment Funds	28,036,116.47	28,032,574.42	28,036,116.47	25.57	1	1	0.200	0.203
	109,634,846.12	109,208,460.12	109,637,289.22	100.00%	980	34	0.472	0.479
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	2,262,082.99	2,262,082.99	2,262,082.99		1	1	0.000	0.000
Total Cash and Investments	111,896,929.11	111,470,543.11	111,899,372.21		980	34	0.472	0.479
Total Earnings								
Current Year	October 31	Month Ending	Fiscal Year To Date					
		43,744.60	194,665.01					
Average Daily Balance		126,865,829.26	156,835,350.32					
Effective Rate of Return		0.41%	0.37%					

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2021. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."


 Patricia Jakubiak, Treasurer

11/5/21

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 111,899,372.21
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (199,026.23)
Total	\$ 111,700,345.98

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
October 31, 2021

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	First American Treasury Oblig		09/22/2021	148,729.65	148,729.65	148,729.65	0.010	0.010	1	
SYS528	528	Federated Treasury Obligations		07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			6,296,807.98		148,729.65	148,729.65	148,729.65		0.010	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,954,780.00	14,000,000.00	0.190	0.190	0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 4/21/2022)		04/22/2021	3,000,000.00	2,976,600.00	3,002,443.10	0.710	0.710	171	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,930,760.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 12/31/2021)		03/30/2021	8,000,000.00	7,964,880.00	8,000,000.00	0.550	0.550	60	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 1/8/2022)		04/22/2021	9,435,000.00	9,396,127.80	9,435,000.00	0.375	0.375	68	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2022)		04/23/2021	11,015,000.00	10,954,968.25	11,015,000.00	0.520	0.520	83	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2022)		04/29/2021	12,000,000.00	11,910,960.00	12,000,000.00	1.000	1.000	89	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2022)		05/11/2021	12,000,000.00	11,938,080.00	12,000,000.00	0.550	0.641	10	10/11/2024
Subtotal and Average			81,452,470.53		81,450,000.00	81,027,156.05	81,452,443.10		0.575	46	
Federal Agency Disc. -Amortizing											
Subtotal and Average			6,580,615.92								
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			28,036,116.47	28,032,574.42	28,036,116.47	0.203	0.203	1	
Subtotal and Average			32,535,934.84		28,036,116.47	28,032,574.42	28,036,116.47		0.203	1	
Total and Average			126,865,829.26		109,634,846.12	109,208,460.12	109,637,289.22		0.479	34	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
October 31, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2021	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2021	2,242,082.99	2,242,082.99	2,242,082.99		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			126,865,829.26		111,896,929.11	111,470,543.11	111,899,372.21		0.479	34

Orange County Fire Authority
In Service of Others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of November 1, 2021

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

See Note 5 on page 10

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(11/01/2021 - 11/01/2021)	5 Maturities	0 Payments	30,446,929.11	27.31%	30,446,929.11	30,443,387.06
Aging Interval: 1 - 30 days	(11/02/2021 - 12/01/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 31 - 60 days	(12/02/2021 - 12/31/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 61 - 90 days	(01/01/2022 - 01/30/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 91 - 120 days	(01/31/2022 - 03/01/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(03/02/2022 - 11/01/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(11/02/2022 - 10/31/2024)	5 Maturities	0 Payments	54,450,000.00	48.63%	54,450,000.00	54,208,836.05
Aging Interval: 1096 days and after	(11/01/2024 -)	3 Maturities	0 Payments	27,000,000.00	24.06%	27,002,443.10	26,818,320.00
Total for		13 Investments	0 Payments		100.00	111,899,372.21	111,470,543.11



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.
- Note 5: Section 15.3.1 of the Investment Policy requires at least 50% of the portfolio to be invested to a period of one year or less. Due to several large expenditures in October, funds were withdrawn from LAIF resulting in the portfolio dropping below the 50% threshold. The diversification requirement is anticipated to be resolved in December, 2021 with the receipt of our property tax apportionment and the investment of these funds into LAIF.



Local Agency Investment Fund (LAIF)

As of October 31, 2021, OCFA has \$28,036,116 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of September 30, 2021 is .999873661. When applied to OCFA's LAIF investment, the fair value is \$28,032,574 or \$3,542 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at October 31, 2021 is included on the following page.



State of California

Pooled Money Investment Account

Market Valuation

10/31/2021

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 51,528,364,233.43	\$ 51,536,462,500.00	NA
Notes	\$ 66,995,520,746.81	\$ 66,755,995,500.00	\$ 107,797,892.00
Federal Agency:			
SBA	\$ 379,794,651.43	\$ 380,560,115.32	\$ 160,686.50
MBS-REMICs	\$ 7,684,554.49	\$ 8,032,825.82	\$ 35,258.52
Debentures	\$ 10,141,252,331.66	\$ 10,126,777,100.00	\$ 9,034,416.50
Debentures FR	\$ -	\$ -	\$ -
Debentures CL	\$ 800,000,000.00	\$ 793,767,000.00	\$ 745,527.00
Discount Notes	\$ 13,921,695,748.53	\$ 13,922,104,750.00	NA
Supranational Debentures	\$ 1,922,465,207.67	\$ 1,910,733,500.00	\$ 4,097,629.50
Supranational Debentures FR	\$ 100,005,722.97	\$ 100,016,723.66	\$ 17,030.56
CDs and YCDs FR	\$ -	\$ -	\$ -
Bank Notes	\$ 50,000,000.00	\$ 49,988,446.23	\$ 20,833.33
CDs and YCDs	\$ 12,100,000,000.00	\$ 12,098,277,792.84	\$ 4,034,013.86
Commercial Paper	\$ 10,353,697,111.07	\$ 10,355,675,099.93	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ 250,117,950.28	\$ 247,515,080.00	\$ 884,925.30
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 3,941,500,000.00	\$ 3,941,500,000.00	NA
PMIA & GF Loans	\$ 775,298,000.00	\$ 775,298,000.00	NA
TOTAL	\$ 173,267,396,258.34	\$ 173,002,704,433.80	\$ 126,828,213.07

Fair Value Including Accrued Interest \$ 173,129,532,646.87

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



Orange County Fire Authority

Preliminary Investment Report

November 19, 2021



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
November 19, 2021

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

	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
See Note 1 on page 19 See Note 2 on page 19								
Investments								
Money Mkt Mutual Funds/Cash	181,730.07	181,730.07	181,730.07	0.16	1	1	0.010	0.010
Federal Agency Coupon Securities	81,450,000.00	80,780,723.05	81,452,405.97	69.81	1,318	347	0.553	0.561
Local Agency Investment Funds	35,036,116.47	35,031,690.04	35,036,116.47	30.03	1	1	0.200	0.203
Investments	116,667,846.54	115,994,143.16	116,670,252.51	100.00%	921	242	0.446	0.453
Cash								
Passbook/Checking (not included in yield calculations)	5,632,968.07	5,632,968.07	5,632,968.07		1	1	0.000	0.000
Total Cash and Investments	122,300,814.61	121,627,111.23	122,303,220.58		921	242	0.446	0.453

	November 19 Month Ending	Fiscal Year To Date
Total Earnings		
Current Year	27,293.89	221,958.90
Average Daily Balance	118,368,907.81	151,688,431.95
Effective Rate of Return	0.44%	0.38%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2021. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 122,303,220.58
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (199,026.23)
Total	\$ 122,104,194.35

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
November 19, 2021

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	First American Treasury Oblig		09/22/2021	181,730.07	181,730.07	181,730.07	0.010	0.010	1	
SYS528	528	Federated Treasury Obligations		07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			6,511,946.73		181,730.07	181,730.07	181,730.07		0.010	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,948,340.00	14,000,000.00	0.190	0.190	671	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 4/21/2022)		04/22/2021	3,000,000.00	2,965,260.00	3,002,405.97	0.710	0.710	152	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,863,800.00	12,000,000.00	0.720	0.720	1,255	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 12/31/2021)		03/30/2021	8,000,000.00	7,931,680.00	8,000,000.00	0.550	0.550	41	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 1/8/2022)		04/22/2021	9,435,000.00	9,387,825.00	9,435,000.00	0.375	0.375	49	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2022)		04/23/2021	11,015,000.00	10,903,418.05	11,015,000.00	0.520	0.520	64	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2022)		04/29/2021	12,000,000.00	11,890,680.00	12,000,000.00	1.000	1.000	70	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2022)		05/11/2021	12,000,000.00	11,889,720.00	12,000,000.00	0.550	0.550	83	10/11/2024
Subtotal and Average			81,452,423.56		81,450,000.00	80,780,723.05	81,452,405.97		0.561	347	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			35,036,116.47	35,031,690.04	35,036,116.47	0.203	0.203	1	
Subtotal and Average			30,404,537.52		35,036,116.47	35,031,690.04	35,036,116.47		0.203	1	
Total and Average			118,368,907.81		116,667,846.54	115,994,143.16	116,670,252.51		0.453	242	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
November 19, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2021	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2021	5,612,968.07	5,612,968.07	5,612,968.07		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			118,368,907.81		122,300,814.61	121,627,111.23	122,303,220.58		0.453	242

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of November 22, 2021

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

See Note 5 on page 19

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(11/22/2021 - 11/22/2021)	5 Maturities	0 Payments	41,134,557.66	33.74%	41,134,557.66	41,130,131.23
Aging Interval:	1 - 30 days	(11/23/2021 - 12/22/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	31 - 60 days	(12/23/2021 - 01/21/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	61 - 90 days	(01/22/2022 - 02/20/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	91 - 120 days	(02/21/2022 - 03/22/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	(03/23/2022 - 11/22/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(11/23/2022 - 11/21/2024)	5 Maturities	0 Payments	54,450,000.00	44.34%	54,450,000.00	54,060,983.05
Aging Interval:	1096 days and after	(11/22/2024 -)	3 Maturities	0 Payments	27,000,000.00	21.92%	27,002,402.06	26,719,740.00
Total for			13 Investments	0 Payments		100.00	122,586,959.72	121,910,854.28



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.
- Note 5: Section 15.3.1 of the Investment Policy requires at least 50% of the portfolio to be invested to a period of one year or less. Due to several large expenditures in October and November, funds were withdrawn from LAIF resulting in the portfolio dropping below the 50% threshold. The diversification requirement is anticipated to be resolved in December, 2021 with the receipt of our property tax apportionment funds and the investment of these funds into LAIF.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$75 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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

Orange County Fire Authority Monthly Investment Report



Final Report – November 2021

Preliminary Report – December 2021



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Orange County Fire Authority

Final Investment Report

November 30, 2021



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of November 2021, the size of the portfolio increased by approximately \$19.8 million to \$131.5 million. Receipts for the month totaled \$59 million with noteworthy items of County of Orange apportionment payments totaling \$50.7 million, cash contract payments totaling \$5.9 million, various grant reimbursement payments and other charges for current services totaling \$2.4 million. Total November cash outflows amounted to approximately \$39.7 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$32.1 million. The portfolio's balance is expected to increase in December with the receipt of the property tax apportionment.

In November, the portfolio's yield to maturity (365-day equivalent) moved downward by 4 basis points to 0.44%. The effective rate of return increased by 2 basis points to 0.43% for the month, and the average maturity of the portfolio decreased by one day to 33 days to maturity.

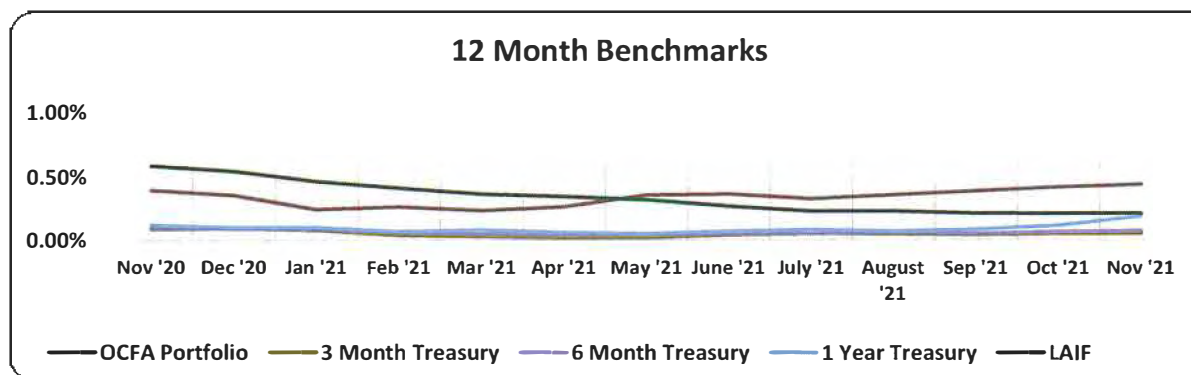
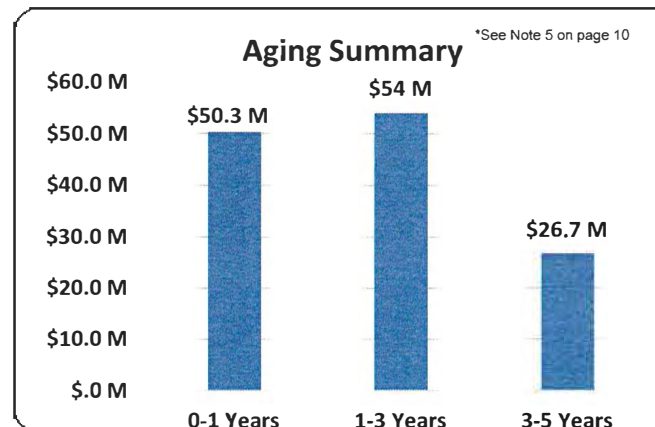
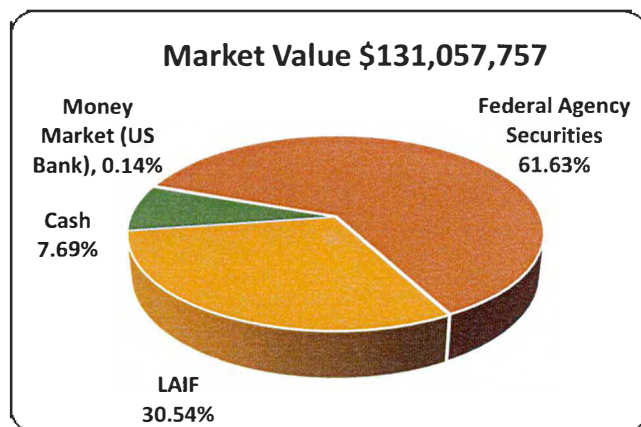
Economic News

In November 2021, the unemployment rate fell by 0.4% to 4.2%. Total non-farm payroll employment rose by 210,000 and the number of unemployed persons fell by 542,000 to 6.9 million. U.S. Consumer confidence dropped to a nine-month low in November amid worries about the rising cost of living and pandemic fatigue, however expectations of strong economic growth this quarter remain unchanged. In November, retail sales rose modestly by 0.3% from the previous month and increased 18.2% from November 2020.

Producer prices (the prices companies pay for goods and services) increased 0.8% in November, and final demand prices rose 9.6% for the 12 months ended in November. Consumer prices increased 0.8% in November and 6.8% over the last 12 months, representing the largest 12 month increase since June 1982. Core inflation (excluding food and energy) increased 0.5% for the month and 4.9% from a year ago. The December 15th Federal Reserve meeting released a statement that a majority of FOMC members expect at least three rate increases in 2022. This is up from the September forecast where half of the FOMC members saw at least one rate increase. The Fed also raised its inflation expectation for 2022 and 2023 and noted that supply chain disruptions have been larger and lasted longer than expected, and that price gains will likely continue into next year.



OCFA'S PORTFOLIO IS EXCEEDING BOTH THE LAIF AND TREASURY BENCHMARKS AS OF NOVEMBER 30, 2021



**BENCHMARK COMPARISON AS OF NOVEMBER 30, 2021**

3 Month T-Bill: 0.05%

1 Year T-Bill: 0.18%

6 Month T-Bill: 0.07%

LAIF: 0.203%

OCFA Portfolio: 0.43%

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
<i>Book Value</i>	131,549,837	\$111,700,346	\$128,829,246
<i>Yield to Maturity (365 day)</i>	0.44%	0.48%	0.38%
<i>Effective Rate of Return</i>	0.43%	0.41%	0.39%
<i>Days to Maturity</i>	33	34	14



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
November 30, 2021

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

Investments	Par	Market	Book	% of	Term	Days to	YTM/Call	YTM/Call
	Value	Value	Value	Portfolio		Mat./Call	360 Equiv.	365 Equiv.
Money Mkt Mutual Funds/Cash	181,438.40	181,438.40	181,438.40	0.15	1	1	0.010	0.010
Federal Agency Coupon Securities	81,450,000.00	80,766,336.75	81,452,384.47	66.95	1,318	49	0.553	0.561
Local Agency Investment Funds	40,036,116.47	40,031,058.35	40,036,116.47	32.91	1	1	0.200	0.203
	121,667,554.87	120,978,833.50	121,669,939.34	100.00%	883	33	0.436	0.442
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	10,078,924.42	10,078,924.42	10,078,924.42		1	1	0.000	0.000
Total Cash and Investments	131,746,479.29	131,057,757.92	131,748,863.76		883	33	0.436	0.442

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	43,573.69	238,238.70
Average Daily Balance	123,048,137.43	150,210,406.62
Effective Rate of Return	0.43%	0.38%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2021. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakuplak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 131,748,863.76
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (199,026.23)
Total	\$ 131,549,837.53

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
November 30, 2021

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	First American Treasury Oblig		09/22/2021	181,438.40	181,438.40	181,438.40	0.010	0.010	1	
SYS528	528	Federated Treasury Obligations		07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			8,326,274.82		181,438.40	181,438.40	181,438.40		0.010	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,945,960.00	14,000,000.00	0.190	0.190	31	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 4/21/2022)		04/22/2021	3,000,000.00	2,956,410.00	3,002,384.47	0.710	0.710	141	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,863,680.00	12,000,000.00	0.720	0.720	31	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 12/31/2021)		03/30/2021	8,000,000.00	7,931,040.00	8,000,000.00	0.550	0.550	30	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 1/8/2022)		04/22/2021	9,435,000.00	9,385,749.30	9,435,000.00	0.375	0.375	38	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2022)		04/23/2021	11,015,000.00	10,902,977.45	11,015,000.00	0.520	0.520	53	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2022)		04/29/2021	12,000,000.00	11,891,880.00	12,000,000.00	1.000	1.000	59	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2022)		05/11/2021	12,000,000.00	11,888,640.00	12,000,000.00	0.550	0.550	72	10/11/2024
Subtotal and Average			81,452,412.81		81,450,000.00	80,766,336.75	81,452,384.47		0.561	49	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			40,036,116.47	40,031,058.35	40,036,116.47	0.203	0.203	1	
Subtotal and Average			33,269,449.80		40,036,116.47	40,031,058.35	40,036,116.47		0.203	1	
Total and Average			123,048,137.43		121,667,554.87	120,978,833.50	121,669,939.34		0.442	33	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
November 30, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2021	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2021	10,058,924.42	10,058,924.42	10,058,924.42		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			123,048,137.43		131,746,479.29	131,057,757.92	131,748,863.76		0.442	33

Orange County Fire Authority
In Service of Others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of December 1, 2021

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

See Note 5 on page 10

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(12/01/2021 - 12/01/2021)	5 Maturities	0 Payments	50,296,479.29	38.37%	50,296,479.29	50,291,421.17
Aging Interval:	1 - 30 days	(12/02/2021 - 12/31/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	31 - 60 days	(01/01/2022 - 01/30/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	61 - 90 days	(01/31/2022 - 03/01/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	91 - 120 days	(03/02/2022 - 03/31/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	(04/01/2022 - 12/01/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(12/02/2022 - 11/30/2024)	5 Maturities	0 Payments	54,450,000.00	41.24%	54,450,000.00	54,054,366.75
Aging Interval:	1096 days and after	(12/01/2024 -)	3 Maturities	0 Payments	27,000,000.00	20.38%	27,002,384.47	26,711,970.00
Total for			13 Investments	0 Payments		100.00	131,748,863.76	131,057,757.92



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.
- Note 5: Section 15.3.1 of the Investment Policy requires at least 50% of the portfolio to be invested to a period of one year or less. Due to several large expenditures in October and November, funds were withdrawn from LAIF resulting in the portfolio dropping below the 50% threshold. The diversification requirement reached 51.23% and was resolved on December 23, 2021 with the receipt of property tax apportionments and the investment of these funds in LAIF.



Local Agency Investment Fund (LAIF)

As of November 30, 2021, OCFA has \$40,036,116 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of September 30, 2021 is .999873661. When applied to OCFA's LAIF investment, the fair value is \$40,031,058 or \$5,058 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at November 30, 2021 is included on the following page.



Fair Value Including Accrued Interest	\$	178,393,793,774.51
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Orange County Fire Authority

Preliminary Investment Report

December 17, 2021



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
December 17, 2021

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

	See Note 1 on page 19	See Note 2 on page 19							
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.	
Money Mkt Mutual Funds/Cash	189,216.45	189,216.45	189,216.45	0.16	1	1	0.010	0.010	
Federal Agency Coupon Securities	81,450,000.00	80,703,282.90	81,452,351.24	68.63	1,318	32	0.553	0.561	
Local Agency Investment Funds	37,036,116.47	37,031,437.36	37,036,116.47	31.21	1	1	0.200	0.203	
	118,675,332.92	117,923,936.71	118,677,684.16	100.00%	905	22	0.442	0.448	
Investments									
Cash									
Passbook/Checking (not included in yield calculations)	5,279,914.96	5,279,914.96	5,279,914.96		1	1	0.000	0.000	
Total Cash and Investments	123,955,247.88	123,203,851.67	123,957,599.12		905	22	0.442	0.448	

Total Earnings	December 17	Month Ending	Fiscal Year To Date
Current Year		25,198.08	263,436.78
Average Daily Balance		128,174,350.11	148,006,800.96
Effective Rate of Return		0.42%	0.38%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2021. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 123,957,599.12
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (199,026.23)
Total	\$ 123,758,572.89

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
December 17, 2021

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	First American Treasury Oblig		09/22/2021	189,216.45	189,216.45	189,216.45	0.010	0.010	1	
SYS528	528	Federated Treasury Obligations		07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			8,097,631.47		189,216.45	189,216.45	189,216.45		0.010	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,933,780.00	14,000,000.00	0.190	0.190	14	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 4/21/2022)		04/22/2021	3,000,000.00	2,953,890.00	3,002,351.24	0.710	0.710	124	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,855,520.00	12,000,000.00	0.720	0.720	14	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 12/31/2021)		03/30/2021	8,000,000.00	7,922,400.00	8,000,000.00	0.550	0.550	13	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 1/8/2022)		04/22/2021	9,435,000.00	9,375,182.10	9,435,000.00	0.375	0.375	21	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2022)		04/23/2021	11,015,000.00	10,890,750.80	11,015,000.00	0.520	0.520	36	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2022)		04/29/2021	12,000,000.00	11,895,480.00	12,000,000.00	1.000	1.000	42	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2022)		05/11/2021	12,000,000.00	11,876,280.00	12,000,000.00	0.550	0.550	55	10/11/2024
Subtotal and Average			81,452,366.88		81,450,000.00	80,703,282.90	81,452,351.24		0.561	32	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			37,036,116.47	37,031,437.36	37,036,116.47	0.203	0.203	1	
Subtotal and Average			38,624,351.76		37,036,116.47	37,031,437.36	37,036,116.47		0.203	1	
Total and Average			128,174,350.11		118,675,332.92	117,923,936.71	118,677,684.16		0.448	22	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
December 17, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2021	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2021	5,259,914.96	5,259,914.96	5,259,914.96		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			128,174,350.11		123,955,247.88	123,203,851.67	123,957,599.12		0.448	22

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of December 20, 2021

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

See Note 5 on page 19

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(12/20/2021 - 12/20/2021)	5 Maturities	0 Payments	42,505,247.88	34.50%	42,505,247.88	42,500,568.77
Aging Interval:	1 - 30 days	(12/21/2021 - 01/19/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	31 - 60 days	(01/20/2022 - 02/18/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	61 - 90 days	(02/19/2022 - 03/20/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	91 - 120 days	(03/21/2022 - 04/19/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	(04/20/2022 - 12/20/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(12/21/2022 - 12/19/2024)	5 Maturities	0 Payments	54,450,000.00	43.83%	54,450,000.00	53,998,392.90
Aging Interval:	1096 days and after	(12/20/2024 -)	3 Maturities	0 Payments	27,000,000.00	21.68%	27,002,347.33	26,704,890.00
Total for			13 Investments	0 Payments		100.00	123,957,595.21	123,203,851.67



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.
- Note 5: Section 15.3.1 of the Investment Policy requires at least 50% of the portfolio to be invested to a period of one year or less. Due to several large expenditures in October, November, and December, funds were withdrawn from LAIF resulting in the portfolio dropping below the 50% threshold. The diversification requirement reached 51.23% and was resolved on December 23, 2021 with the receipt of property tax apportionments and the investment of these funds in LAIF.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$75 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 27, 2022

Agenda Item No. 2C
Consent Calendar

Blanket Order Increase for Helicopter Maintenance and Repair Services

Contact(s) for Further Information

Kenny Dossey, Deputy Chief Operations Bureau	kenneydossey@ocfa.org	714.573.6006
Vincent Carpino, Division Chief Special Operations	vincentcarpino@ocfa.org	714.573.6761
Cheyne Maule, Battalion Chief Air Operations Program Manager	cheynemaule@ocfa.org	714.522.2113

Summary

This agenda item is submitted for approval of an increase to the Rotorcraft Support Inc. (RSI) blanket order for the costs associated with major inspection and overhaul for Helicopter 2 and to provide additional contract authority for as-needed helicopter maintenance and repair services.

Prior Board/Committee Action(s)

At its September 24, 2020 Executive Committee meeting, the Committee approved increases to the blanket order contract resulting in the following not-to-exceed annual amounts: Year One \$1,250,480, Year Two \$1,100,000, Years Three, Four and Five (expiring November 30, 2023) \$800,000 annually.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to increase the annual blanket order amounts for contract Year Four and Year Five by \$469,000 to a new total not to exceed \$1,269,000 annually (\$2,538,000 aggregate through November 30, 2023).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding of \$569,000 is included in the Adopted FY 2021/22 Budget, specifically in the Air Ops budget. The remaining \$700,000 is included as part of the mid-year budget adjustment process.

Background

In August of 2017, RFP JA2226 was issued and sent to 66 registered vendors on Planet Bids with the intent to solicit qualified proposals to provide as-needed helicopter maintenance and repair services for OCFA's Bell helicopters. RSI was the only participant, and following the solicitation process, staff determined that, while there were other companies that could perform certain portions of the services required, RSI has the capacity to provide comprehensive service.

The Air Operations Program is responsible for the maintenance and repair of OCFA's fleet of four helicopters, which are comprised of two Bell 412EP helicopters and two Bell UH-1H "Super Huey" helicopters. These helicopters are on hourly and calendar-based inspection programs. The Super Huey's have been grounded since August of 2020. While ongoing maintenance and service requirements are completed by OCFA personnel, many major inspections, maintenance and repair services, overhauls, and modifications for the Bell helicopters that are required on an intermittent and as-needed basis can only be performed by certified vendors with approved facilities and specialized skills.

Major Inspections and Ongoing Maintenance and Repairs

In the third quarter of the 2020/21 fiscal year, the 2500 hour major overhaul of Helicopter 1 was performed by RSI and took close to 5 months to complete. The major overhaul project of Helicopter 1 was projected to be at \$797,000, which accounted for the entire amount of the blanket order being utilized on just the one airframe. Helicopter 2 is currently undergoing the same 2500 hour inspection now, and the cost is projected to be the same. In both cases, the entire BO with RSI was utilized within only a few months of the year, leaving no purchasing authority for any maintenance needs throughout the remainder of the year.

Both helicopters will continue to have normal, routine maintenance as well as the mandatory 5-year inspections for the airframes. This 5-year service will occur in 2023 for Helicopter 1 and in 2024 for Helicopter 2. The maintenance includes the removal of the tail boom, all aircraft components, fuel cells, as well as avionics such as black boxes and gauges being removed and inspected for airworthiness. Upon any findings of issues or corrosion to the airframe or any parts of the helicopter, they are replaced or fixed if possible. These inspections and repairs are vital to the safety and airworthiness of the aircraft.

On any given year, there will be maintenance needed for our helicopters that will come out of the RSI BO, so we are in the position of needing to increase the BO to cover the annual major maintenance of our helicopters, as well as give us the purchasing authority to make other additional repairs when they arise.

Recommendation

Staff is requesting approval to increase the current blanket order (beginning December 1, 2021) and the remaining optional renewal (beginning December 1, 2022) from \$800,000 to \$1,269,000 annually to allow for the scheduled maintenance services and any other as-needed parts, maintenance and repairs that may be required to keep the aircraft operational.

Attachment(s)

Proposed Amendment Five to the PSA

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER FIVE
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER FIVE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Five"), is made and entered into this 27th day of January 2022, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Rotorcraft Support Inc., a California Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OCFA requires the services of a firm to provide Helicopter Maintenance and Repair Services on an as-needed basis, herein referred to as "Project";

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement on the 26th day of October 2017 ("Original Agreement"), which is incorporated herein by this reference;

WHEREAS, the Original Agreement was subsequently amended by mutual agreement of the Parties on March 22, 2018 ("Amendment One"), March 26, 2019 ("Amendment Two"), October 10, 2019 ("Amendment Three"), and January 23, 2020 ("Amendment Four"). The Original Agreement as modified by Amendment One, Amendment Two, Amendment Three, and Amendment Four is collectively referred to herein as the "Agreement"; and,

WHEREAS, the Parties desire to amend the Agreement to increase the total contract value to a not to exceed amount of \$1,269,000.00, as approved by the OCFA's Executive Committee on January 27, 2022.

NOW THEREFORE, OCFA and Firm agree to amend the Agreement as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Compensation.** Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows

"3.1 Compensation of Firm"

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$1,269,000.00 (One Million Two Hundred Sixty Nine Thousand Dollars).

3. Except as modified above, all terms and conditions of the Agreement, as amended by this Amendment Five, shall remain unchanged and in full force and effect.

4. The persons executing this Amendment Five on behalf of the parties hereto warrant that they are duly authorized to execute this amendment on behalf of said parties and that by executing this amendment the Parties are formally bound by the provisions of this Amendment Five.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Five to be executed on the date(s) indicated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date:_____

By:_____

Sara Kennedy, CPPB
Purchasing Manager

“FIRM”

ROTORCRAFT SUPPORT INC.

Date:_____

By:_____

Teri Neville
Vice President



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 27, 2022

Agenda Item No. 2D
Consent Calendar

Award of Contract for Portable Restroom/Shower Trailers

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6028

Patrick Bauer, Property Manager
Logistics Department

patrickbauer@ocfa.org

714.573.6471

Summary

This agenda item seeks approval to award a contract for the purchase of three 3-stall restroom/shower trailers to Ready2Go Restroom Trailers Sales, LLC. (Ready2Go), the highest ranking vendor responding to Request for Proposals RO2517.

Prior Board/Committee Action

None

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to award the master agreement to Ready2Go Restroom Trailers Sales, LLC. in the amount of \$165,192.75.

Impact to Cities/County

None.

Fiscal Impact

Funding is available in the Adopted FY2021/22 General Fund CIP, specifically in project P413 Inclusive Facilities, for this purchase.

Background

The FY 2019/20 5-Year Capital Improvement Plan included the establishment of project Station Bathroom Gender Accommodation. The project furthers that year's goal #2, which includes improvement of OCFA's station and training facilities to provide inclusive environments. An assessment of all OCFA stations was completed in 2021, allowing staff to determine the scope of modifications and improvements necessary to accomplish gender accommodation for each station. Of the 78 facilities assessed, up to 30 will require minor to moderate structural modifications.

On April 22, 2021, the Executive Committee approved and authorized award of a contract for the provision of three 3-stall combination restroom/shower trailer units to provide the needed bathroom facilities during the station construction periods. The restroom/shower trailer units allow for continued operations at these stations, and prevent any delay in response times. The trailers were recommended for purchase versus rental due to the multi-year duration of the station restroom modifications project, and the on-going need for mobile restroom facilities.

Based on an update to the Inclusive Facilities project phasing plan and progress to date, it has been determined that an additional three 3-stall units will provide support for the project, reducing the potential for construction scheduling delays, and to prevent rental costs for units that will be utilized for a minimum of five years.

Request for Proposals (RFP) Process

On September 14, 2021, RFP RO2517 was issued and sent to 613 vendors to solicit proposals for the purchase of three restroom combination trailers in order to meet OCFA department needs. On October 6, 2021, the proposal due date, two proposals were received from Ready2Go Restroom Trailers Sales, LLC., and Technology International, Inc.

Evaluation

An evaluation team consisting of three staff members, evaluated the written proposals. Each proposal was evaluated based on the following weighted criteria as defined in the RFP: Technical Specifications (25), Statement of Qualifications (25), Project Approach/ Customer Service (15), and Pricing (35). After an evaluation of all written proposals, Ready2Go Restroom Trailers Sales was unanimously ranked the highest overall.

Best and Final Offer (BAFO)

A Best and Final Offer was requested from Ready2Go to confirm best available pricing, and to receive options to address the original proposed delivery date of June 2022. Ready2Go submitted a BAFO proposing an alternative trailer with an earlier delivery date of April 2022, and at the originally proposal price. OCFA staff reviewed the specifications for the alternative trailer, and determined that it would meet OCFA's operational needs while better meeting the needs of the Inclusive Facilities project construction schedule.

Recommendation

The Board of Directors approves fixed asset purchases with the adoption of the annual budget; however, the Executive Committee must also approve when the total amount exceeds the budgeted amount by 15% or \$100,000, or when fixed assets are not specifically identified within the budget. While there are sufficient funds available in the adopted budget for this purchase, these restroom trailers were not specifically identified within the approved Capital Improvement Program budget, and is therefore being brought to the Executive Committee for approval.

Based upon the evaluation results, staff recommends awarding the master agreement to Ready2Go Restroom Trailers Sales, LLC. in the amount of \$165,192.75.

Attachment(s)

Proposed Master Agreement

**ORANGE COUNTY FIRE AUTHORITY
MASTER AGREEMENT
FOR PORTABLE RESTROOM/BATHROOM TRAILERS**

THIS AGREEMENT ("Agreement") for purchase of three (3) Portable Restroom/Bathroom Trailers is made and entered into this 27th day of January, 2022 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and Ready2Go Restroom Trailers Sales LLC ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires three (3) Portable Restroom/Bathroom Trailers as requested in RFP RO2517, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a proposal dated October 5, 2021, incorporated herein by this reference ("Proposal"); and

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, three (3) Portable Restroom/Bathroom Trailers 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 three (3) Portable Restroom/Bathroom Trailers from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's RFP RO2517, dated September 14, 2021 ("Solicitation"), (2) Contractor's Proposal, as modified by Contractor's Best and Final Offer dated January 6, 2022, 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.

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.

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 set forth in Exhibit "B," attached hereto.

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: Lee Currie, Director of Sales. 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 not be changed by Contractor without the express written approval of OCFA

1.5 Contract Administrator. The Contract Administrator shall be Patrick Bauer, Property Manager, 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
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:

Ready2Go Restroom Trailers Sales LLC
Attention: Lee Currie
1525 Park Manor Blvd. #300
Pittsburgh, PA 15205

SECTION TWO

2.1 Orders. The Contractor shall receive a written Purchase Order requests on an as-needed basis for items on this Agreement, subject to the terms, conditions, and pricing listed herein. The Contractor shall be responsible for confirming specifications, quantities, and pricing with the Contract Administrator prior to order entry/delivery.

Orders may be placed at any time during the term of the Agreement even if delivery may not be made until after the expiration of the Agreement. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to OCFA.

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

2.3 Delivery. Time of delivery is of the essence in this Agreement. The equipment described within the specifications shall be delivered to the OCFA, within the timeframe specified in Exhibit "A". The equipment will be delivered clean and free of evidence of prior use, serviced and ready for immediate service. OCFA reserves the right to refuse any equipment and to cancel all or any part of the equipment not conforming to the specifications, as set forth in Exhibit "A". Acceptance of any part of the order shall not bind OCFA to accept future shipments nor deprive it of the right to return equipment already accepted at Contractor's expense. Delivery shall not be deemed to be complete until all equipment has actually been received and accepted by OCFA.

The contractor acknowledges and agrees that any delay would seriously affect the public welfare and the operations of the OCFA and that it is extremely difficult to ascertain and determine actual damages for such delay. Therefore, it is agreed that the contractor shall become liable to the OCFA for liquidated damages in the sum of one hundred dollars (\$100) for each and every calendar day in excess of the date specified for delivery for each unit not delivered as scheduled.

2.4 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.

2.5 Taxes. OCFA is subject to applicable sales and use tax. Unless otherwise provided herein or by law, prices do not include applicable sales or use tax. Sales tax will be paid directly to the state of California if not collected by the Contractor.

2.6 Acceptance. Unless otherwise agreed to in writing by OCFA: 1) acceptance shall not be deemed complete unless in writing and until all the Goods or Services have actually been received, inspected, and tested to the satisfaction of OCFA, and 2) payment shall be made in arrears after satisfactory acceptance.

2.7 Payment. 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

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.

2.8 Usage. No guarantee is given by OCFA to Contractor regarding usage of this Agreement. Future purchases are dependent on availability of an appropriation in the OCFA's budget. The Contractor agrees to supply the equipment requested, as needed by OCFA, at prices listed in Exhibit "B", attached hereto, regardless of quantity requested.

Contractor acknowledges that this Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the

Agreement. If such appropriations are not made, or are otherwise limited, OCFA may immediately terminate or modify this Agreement without penalty.

2.9 Disaster/Emergency Incident Requirements. In the event of a disaster or emergency incident, this Agreement may be subject to extraordinary usage. The Contractor shall service OCFA during such a disaster or emergency incident under the same terms and conditions that apply during non-emergency conditions. The pricing set forth in the Exhibit "B" shall apply to serving OCFA's needs regardless of the circumstances. If Contractor is unable to supply the Goods or Services under the terms of the Contract, then upon request from OCFA, Contractor shall provide proof of such disruption and a copy of the invoice for the Goods or Services from Contractor's supplier(s). Additional profit margin as a result of supplying Goods or Services during a disaster or emergency incident shall not be permitted.

2.10 Provision of Additional Equipment. Contractor shall provide equipment in addition to those specified in Exhibit "A" when directed to do so in writing by the Purchasing Manager or designee, hereinafter "the Purchasing Manager", provided that Contractor shall not be required to provide any additional equipment 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 equipment 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.

2.11 Reports/Meetings. As 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 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.

2.12 Records. Contractor shall keep such books and records as shall be necessary to properly provide the equipment 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 at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

2.13 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 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.

2.14 Time for Completion. All Goods and Services rendered pursuant to this Agreement shall be provided within the time periods prescribed in Exhibit "A". The extension of any time period specified must be approved in writing by the Contract Administrator.

2.15 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.

If required in Exhibit "A", all Contractor's employees shall wear uniforms, badges, or other means of identification at all times while on OCFA property. If requested, the Contract Administrator must be notified of the means of identification to be worn by employees prior to beginning work and notified seven days prior to any changes in identification.

2.16 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.

2.17 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.

2.18 Confidentiality. Information obtained by Contractor in the performance of this Agreement 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.

2.19 News/Information Release. The Contractor 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 OCFA through OCFA's Communications Director.

2.20 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.

2.21 Sub-Contracting. The Contractor shall not contract with any other entity to provide in whole or in part the equipment required hereunder without the express written approval of the Purchasing Manager. 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. For purposes of this Agreement, all persons engaged in the provision of Goods or Services will be considered employees of Contractor. 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 are complied with prior to commencement of work by each subcontractor.

2.22 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.

2.23 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, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within thirty-six (36) hours of the commencement of such condition 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 judgment such delay is justified, and the Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement.

2.24 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 the Purchasing Manager. 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 Contractor, 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 Contractor or any surety of Contractor from any liability hereunder without the express written consent of the Purchasing Manager.

2.25 Proof of Insurance (If Applicable). The Contractor must furnish OCFA with the documents specified in Exhibit "C" proving the necessary levels of insurance coverage, as required. 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.

2.26 Warranty. Contractor expressly warrants that the Goods or Services covered by this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

2.27 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") in any manner arising out of, pertaining to, related to, or incident to 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 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 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.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, 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.

2.28 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.

2.29 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 laws, ordinances, resolutions,

statutes, rules, and regulations of OCFA and 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 Termination. OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except where continuation would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.

3.9 Disputes – Contract. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by Contractor’s Representative and OCFA’s Contract Administrator, such matter shall be brought to the attention of the Purchasing Manager by way of the following process:

- The Contractor shall submit to the Purchasing Manager a written request for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless OCFA, on its own initiative, has already rendered such a final decision.
- The Contractor’s written request shall be fully supported by factual information, and, if the request involves a cost adjustment to the Contract, include statement by a corporate officer indicating that the request is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes OCFA is liable.

- Pending the final resolution of any dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Agreement.

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

- Afford Contractor written notice of the breach and ten days or such shorter time that may be specified in this Agreement within which to cure the breach;
- Discontinue payment to the contractor for and during the period in which Contractor is in breach; and
- 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 OCFA shall be personally liable to the Contractor, 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 Contractor 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.

3.16 Special Terms and Conditions (If Applicable). If required, additional terms and conditions applicable to the provision of Goods or Services pursuant to this Agreement are provided in Exhibit "D", attached hereto.

[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 & Materials Manager

APPROVED AS TO FORM.

ATTEST:

By:_____

David E. Kendig
General Counsel

Maria D. Huizar
Clerk of the Board

Date:_____

“CONTRACTOR”

CONTRACTOR NAME

Date:_____

By:_____

Lee Currie
Director of Sales

Date:_____

By:_____

Mark Rosen
President

EXHIBIT "A"

2.1 SUPPLIER RESPONSIBILITIES

Implementation Requirements: The successful offeror is expected to participate in the initial deployment of the equipment. This is anticipated to include training and initial equipment configuration, if needed. The offeror will be expected to provide materials, curricula, and training to prepare OCFA personnel to deploy the units.

Warranty: Manufacturer shall state standard warranty coverage. Manufacturer's written warranty shall accompany the trailer together with all the necessary information required by the manufacturer provided on the warranty form. The selling dealer will be required to handle all repair or replacement of parts that come within the factory warranty.

Preparation for Shipment: The trailer, its accessories, spare parts, and tools, shall be packed in such a manner as to prevent pilferage and ensure safe delivery to the designated point.

DMV Registration: Manufacturer shall provide the following:

- Complete California Department of Motor Vehicles registration (Exempt) including all taxes and fees.
- Certificate of origin.
- Verification of Vehicle Identification Number with California weight certification

Order Confirmation: Upon receipt of approved purchase order, Offeror shall confirm in writing, factory order number, factory assembly date, and estimated delivery schedule and send to:

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602
Attn: Frank Grisenti, Fleet Services Coordinator

Annual Contract: OCFA may desire to establish an annual contract for the additional purchases and/or as-needed maintenance and repair services that fall outside of warranty coverage. The term of the contract may be for three (3) years with up to two (2) optional one-year renewal periods.

2.2 DELIVERABLES

2.2.1 MINIMUM SPECIFICATIONS

The purpose of this section is to establish the minimum requirements for the three (3) three-stall Portable Restroom/Shower Trailer Units to be used by OCFA. This section describes OCFA expectations for the units to be provided.

- Completely self-contained three (3) stall combination shower and restroom trailer, operable using a 110 Volt/20 Amp power source
- Exterior shall be gray charcoal finish
- Wheels shall be painted to match trailer exterior color
- Fully plumbed bathrooms each to include porcelain toilet, porcelain hot/cold water sink, shower, soap dispenser, mirror with vanity lighting
- Length: 25' maximum including tongue

- Unit mounted HVAC
- Hot and cold running water with 75-foot connection (minimum) for domestic water supply and 100 gallon (minimum) fresh water tank
- Tankless propane fuel hot water supply
- Waste holding tank with 300-gallon (minimum) capacity
- Electrical supply via 75-foot (minimum) length power cord
- Solid surface counter tops (Corian or equivalent)
- Waterproof vinyl flooring or equivalent
- Steps with handrails
- Exterior Lighting
- Occupied/Vacant indicator
- State of California Vehicle Registered (upon delivery)
- Offeror must be authorized to sell and service the proposed brand(s) of equipment
- Offeror must have been in business for a minimum of two years
- During the warranty period or any optional extended service coverage period, Offeror must respond to any service, repair, or replacement requests within 24 hours
- If available, Offeror to provide information on buy-back program

2.3 DELIVERY

Delivery address for the Restroom/Shower Trailer Units (3):

**ORANGE COUNTY FIRE AUTHORITY
FLEET SERVICES**
1 Fire Authority Road
Irvine, CA 92602
Deliveries Accepted Monday - Thursday

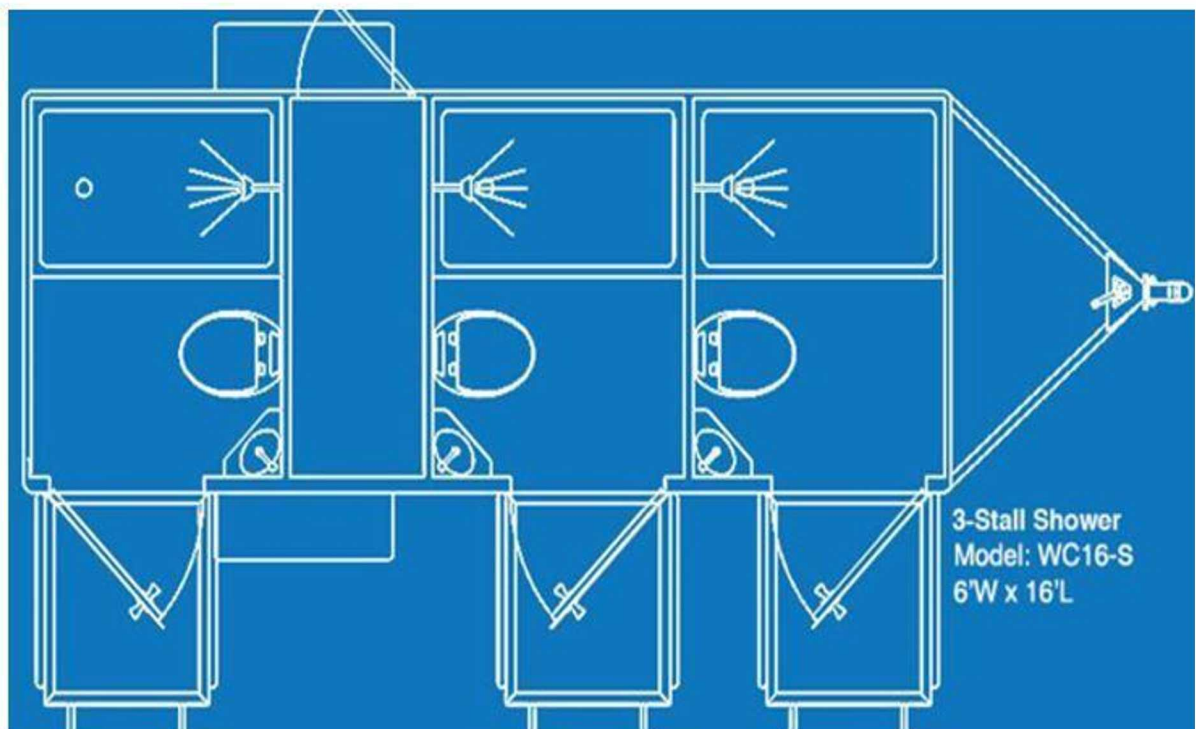
2.4 ORDERS

Supplier must be able to receive inquiries regarding the order(s) by phone during normal business hours, and/or via email or online web portal 24 hours per day.

OCFA makes no guarantee as to the actual amount of items that will be ordered during the contract term.

2.5 ADDITIONAL INFORMATION:

3 Station Shower-Restroom Combination Trailer





Qty	UOM	Description
1	EA	Wells Cargo - Ultralav - Model# WC16
1	EA	WC UltraLav
1	EA	Tag
1	EA	Flat Front
1	EA	Round Roof
1	EA	16ft Long
1	EA	6ft Wide
1	EA	5,000lb Drop Leg A-Frame Jack
1	EA	2 5/16" Adj Height Coupler w/ 4" Adj. (14,000lb)
1	EA	12" 'C' Section Mainframe w/Floor Under Frame(UL)
2	PR	Scissor Type Stabilizer Jacks - 5000lb Capacity
1	PR	8/0" Safety Chains w/ 8/0" Clevis Hook, Latch
16	FT	7'0" Inside Height
16	FT	78-3/4in Hat Posts
1	EA	2 Piece A-Frame
1	EA	10 Degree Up Angle
1	EA	Single Axle
1	EA	Standard Track
1	EA	Electric Drum Brakes(DOT Batt & Breakaway
1	EA	8 Bolt Pattern
1	EA	EZ Lube Hubs
1	EA	1/2in Studs
1	EA	Torflex Suspension
1	EA	6,000lb Axle
2	EA	ST235/80R16E GY Rad 8B Silver Spoke Steel
1	EA	PF Access Door,LH Hinge - 23W x 44H (UL)
2	EA	32 x 74 PF Entry Door,RH Hinge - Radius (UL)
1	EA	32 x 74 PF Entry Door,LH Hinge - Radius (UL)
16	FT	3/4in PlexCore Decking.
16	FT	1/4" White Smooth Laminated Int. Sidewall Liner
3	EA	Partition Wall - Line Only Bathroom Area
3	EA	One Piece Formed White Ceiling in Modules
16	FT	Insulate Sidewalls & Ceiling
1	EA	15A,120V Motor Base Ext. Power Supply (UL)
1	EA	12 Volt Dome Light in Utility Closet (UL)
1	EA	12 Volt Wall Switch in Utility Closet (UL)
1	PR	LED Wraparound Tail Lights
1	EA	S.A.E. Color Coded 12 Volt Electrical System
1	EA	Seven Way Trailer End Connector
1	EA	D.O.T. 'A' Frame Mounted Battery Assembly
1	EA	Bonded Alum. on R/S,C/S,Front & Rear Walls (UL)
1	EA	Bolt On Rear Access Panel at Holding Tank Area
1	PR	12" x 21" x 40" ATP Fender for 16" Tire/Wheel
16	FT	Polar White

16	FT	.030 Aluminum Exterior
1	EA	9MBTU RoofMnt A/C w/5600 BTUHeat
3	EA	One Piece Rubber Floor in Each Module
3	EA	Fold-Up Steps & HandRails
9	EA	4.5" Surface Mount LED Dome Light
3	EA	52" Standard Fiberglass Counter w/Int Sink
1	EA	Front Module - Women's Restroom
1	EA	Center Module - Women's Restroom
1	EA	Rear Module - Men's Restroom
1	EA	3/8" Polyethylene Holding Tank
2	EA	Sight Glass - Waste Tank Level Indicator
1	EA	105 Gal. Fresh Water Tank w/4.0 GPM 12V Pump
1	EA	Propane on Demand Water Heater w/Double 40#
1	EA	105 Gal. Fresh Water Tank w/4.0 GPM 12V Pump
1	EA	14" x 14" Roof Vent with 12 Volt Fan
1	EA	**Deluxe Shower - 3 Module
3	EA	Module - Deluxe Shower Room (included in
3	EA	Pedal Flush Toilet (included in package)
3	EA	White Corner Sink w/Toilet Paper Holder (included
3	EA	Metered Faucet (included in package)
3	EA	P-Trap & Cover (included in package)
3	EA	Soap Dispenser (included in package)
3	EA	Bi Fold Paper Towel Holder (included in package)

**EXHIBIT “B”
Pricing Page**

EXHIBIT J: PRICING PAGE

PROPOSAL COSTS - The fee information is relevant to a determination of whether the pricing offered is fair and reasonable in light of the items and services to be provided. Pricing shall include all labor and charges incidental to the requested work. OCFA reserves the right to award multiple contracts if it is deemed to be in the best interest of OCFA.

Please provide a response for each section. Failure to do so may result in the proposal being deemed non-responsive.

FEE SCHEDULE		
Manufacturer: Comforts of Home Services, Inc.		
Brand:		
Model:		
1. Self-Contained 3-Stall Restroom/Shower Trailer		
Quantity	Unit Price	Ext. Total
3	\$55,064.25	\$165,192.75
2. DMV Fees, registration, licensing		
Quantity	Unit Price	Ext. Total
3	\$20.00	\$60.00
3. ADDITIONAL ACCESSORIES AVAILABLE FOR PURCHASE		
If additional accessories are available for purchase, please attach a separate sheet with descriptions and line-item pricing.		
5. WARRANTIES		
Item	Unit Price	Brief Description
<i>Attach Additional Sheets if Necessary</i>		
Standard	incl	5 year frame & waste tank
Extended	n/a	
Other	component	1-2 years as defined in Owner's Manual
6. Replacement Parts		
Attach an itemized list with all parts, part numbers, and unit pricing.		
7. Additional		
Life-Span of Equipment:	10+ years	
Trade-In Value at end of Life-Span:	~\$15,000 (depending upon condition)	

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract **Yes** ☐ **No** ☒

If yes, please provide details of which agency and contract the pricing is based on:

"PIGGYBACK" CLAUSE. Offeror shall indicate below if they will extend the same prices, terms, and conditions of the proposal to other public agencies. Offeror's response to this question will not be considered in award of contract. When the Offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between Offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts. **Yes** ☒ **No** ☐

ADDITIONAL INFORMATION – Provide any additional information you would like OCFA to consider, including, but not limited to, suggestions on alternative pricing structures:

PAYMENT TERMS: Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices can be sent electronically to: ap@ocfa.org.

Invoices shall include the Company's Federal Tax ID number, Blanket Order number, quantity & description of the product delivered, the delivery location, date of delivery and price. Payment shall be made within thirty (30) days after receipt of accurate invoice. Invoices are to be submitted in arrears for goods provided. OCFA will endeavor to honor any "prompt payment discounts" when appropriately earned. Payment discounts must be clearly indicated in the bid submission. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.

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.

EXHIBIT "C"

Insurance Requirements

C1. 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.

C2. 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:

C2.1 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.

C2.2 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.

C2.3 Products Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Products liability insurance with limits of at least one million dollars (\$1,000,000.00)

C2.4 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.

C2.5.1If 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.

C2.5.2Firm 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.

C3. 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.

C3.1 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.

C4. 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:

C4.1 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:

C4.1.1Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

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.

C4.1.2Primary, 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.

C4.2 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).

C4.2.1 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.

C4.3 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.

C5. 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).

C6. 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.

C6.1 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.

C7. 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.

C7.1 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.

C7.2 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.

C7.3 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.

C8. 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. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

C9. 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.

C10. 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.

C10.1 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.)

C11. 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:

C11.1 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.

C11.2 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.

C11.3 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.

C11.4 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.

C11.5 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.

C11.6 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.

C12. 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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 27, 2022

Agenda Item No. 2E
Consent Calendar

Contract Extension for Information Technology Staff Augmentation Services

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

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714.573.6801

Joel Brodowski, IT Manager
Logistics Department

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714.573.6421

Summary

This agenda item is submitted for approval to extend the term of the previously awarded contract to Computer Aid, Inc. (CAI) for an additional three year term to provide staff augmentation services for the Community Risk Reduction automation project utilizing the Sourcewell cooperative agreement. The extension will increase the term of the contract, however, the total contract value will remain unchanged.

Prior Board/Committee Action

At its March 22, 2018 meeting, the Executive Committee approved a contract for \$1,257,412 to CAI for staff augmentation services for a two-year term to develop incident reporting and investigations case management components of the Public Safety Systems replacement project.

At its November 21, 2019 meeting, the Executive Committee approved an amendment to the Professional Services Agreement with CAI extending the term through March 3, 2022 and increasing the total contract amount by \$2,625,732 to \$3,883,144 for the internal development of the Community Risk Reduction automation systems.

RECOMMENDED ACTION:

Approve and authorize the Purchasing Manager to extend the current Professional Services Agreement with Computer Aid, Inc. for three additional years through March 3, 2025 to allow for the completion of the Community Risk Reduction automation project with no changes to the total contract aggregate amount.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the Records Management Systems replacement has been approved in the adopted FY2021/22 Capital Improvement Program Budget, specifically in Fund 124 (Systems Development & Support).

Background

The OCFA Information Technology (IT) Section is responsible for the management and implementation of a large number and variety of technology projects including Public Safety

Systems. OCFA staff has begun developing internally the Community Risk Reduction automation systems which include planning and development permitting, inspections, plans review, and scheduling. These are the remaining components of the Public Safety System replacement project. Due to the level of involvement and resources needed for projects of this size, existing staffing levels are inadequate and temporary staff augmentation services were needed to ensure project completion.

The current development effort for the Community Risk Reduction project (ORION) is approximately 40% complete with \$1,043,571.85 expended and \$1,582,160.15 remaining. Approximately 75% of the prototype front end screens are complete with half of the backend development complete. Reporting, Security and Administration, Interfaces and front-end customer website development remains to be started. Original timelines have been extended due to factors including system complexity, COVID workplace impacts, and competing project priorities such as EMS Vaccination Tracking.

Sourcewell (formerly NJPA) Cooperative Contract

The Sourcewell cooperative contract awarded to Computer Aid, Inc. (CAI) resulted from a competitive solicitation issued by the NJPA, RFP #071321, and Contract #071321-CAI. Use of this contract entitles OCFA to the same discounted rates for Information Technology (IT) Staff that Sourcewell receives due to the large number of participating agencies in need of these services. The requested extension retains the same bill rates as previous contract term.

The proposed hourly bill rates were determined to be competitive with current established bill rates for other OCFA professional services contracts i.e., Westnet, Inc., Sixth Street Consulting, CentralSquare Software Systems.

Conclusion

Based on the additional staffing required to complete the OCFA Public Safety Systems replacement project, and because the Roles/Responsibilities/Authorities Matrix requires Executive Committee approval to extend agreements exceeding the small purchase threshold beyond five years, staff is requesting approval and authorization for the Purchasing Manager to extend the current Professional Services Agreement with CAI for an additional three years through March 3, 2025.

Attachment(s)

Amendment One to Professional Services Agreement with CAI

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment One") is made and entered into this 27th day of January 2022, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Computer Aid, Inc., a Corporation, hereafter referred to as "Firm". OCFA and Firm are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA requires the services of a Firm to provide Staff Augmentation Services for the OCFA Records Management System (RMS), hereinafter referred to as "Project";

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement on the 21st day of November, 2019 ("Agreement"), which is incorporated herein by this reference;

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 extend the term of the Agreement for an additional term, and Contractor agrees to such an extension, subject to the terms and provisions of this Amendment.

AGREEMENT

NOW THEREFORE, OCFA and Firm agree to amend the Agreement as follows:

1. Section 4.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

"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 March 3, 2025, unless extended by mutual agreement of the parties."

2. Except as modified above, all terms and conditions of the Agreement, as amended by this Amendment One, shall remain unchanged and in full force and effect.

3. The persons executing this Amendment One on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment One.

IN WITNESS WHEREOF, the Parties have executed this Amendment One as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Manager

“FIRM”

COMPUTER AID, INC.

Date: _____

By: _____

Abe Hunter
Executive Vice President

Date: _____

By: _____

Linda Leiby
Vice President CWS



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 27, 2022

Agenda Item No. 2F
Consent Calendar

Blanket Order Contract Increase for Diesel Equipment
Parts and Repair Services

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

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714.573.6801

Kevin Berghaus, Fleet Services Manager

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714.573.6651

Summary

This agenda item is submitted for approval of an increase to the Harbor Diesel and Equipment, Inc. (Harbor Diesel) blanket order for the maintenance, repair, and supply of parts for OCFA's diesel equipment due to increased costs and contract utilization.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to increase the blanket order contract amount with Harbor Diesel and Equipment, Inc. by \$25,000 to a total not to exceed \$225,000 annually for the contract ended November 30, 2021 and for the final renewal term beginning December 1, 2021.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the Logistics Fleet Services FY 2021/22 budget. The recommended action will increase the contract spending authority.

Background

On September 18, 2017 Invitation For Bid (IFB) JA2224 was issued and sent to 134 registered vendors on PlanetBids with the intent to solicit bids from qualified vendors to provide as-needed part and repair services for OCFA's Detroit Diesel engines. Final bids were due October 12, 2017 and Harbor Diesel was awarded a blanket order contract as a result of this solicitation.

OCFA operates and maintains various apparatus, vehicles, and equipment that utilize diesel engines. Proper preventative maintenance and timely repairs are critical to the OCFA's continuity of operations and emergency response capabilities. Higher than anticipated repair volumes, recent increases in the cost of parts, and COVID-19 related shortage of Fleet Services staff requiring higher utilization of outside resources for diesel equipment repairs and maintenance, have resulted in the need to increase the amount for the current and the final contract renewal terms.

Recommendation

Executive Committee approval is required for repair and maintenance service contracts in excess of \$200,000 per year, as defined in the Roles & Responsibilities Matrix. Staff is requesting an increase to the blanket order contract with Harbor Diesel ending November 30, 2021 to pay for work completed. Additionally, staff is requesting approval to increase the blanket order beginning December 2, 2021 by the same amount due to continued uncertainties in staffing shortages and sustained increase in the cost of parts.

Attachment(s)

None.