



ORANGE COUNTY FIRE AUTHORITY

AGENDA

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, July 28, 2022

5:30 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road
Irvine, CA 92602

Michele Steggell, Chair

Anthony Kuo, Vice Chair

Shelley Hasselbrink • Donald P. Wagner • Noel Hatch • Dave Shawver

Gene Hernandez • John O'Neill • Tri Ta

Ex Officio Member - Dennis Wilberg, Mission Viejo

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

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

Access Meeting Live (No Public Comments):

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

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

Public Comments via Zoom: <https://zoom.us/j/83264128588#success>

Meeting ID: 832 6412 8588

Passcode: 298121

Raise Your Hand (press *9) and Unmute (press *6)

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

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



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

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

CALL TO ORDER by Chair Steggell

INVOCATION by OCFA Chaplain Valdez

PLEDGE OF ALLEGIANCE by Director O'Neill

ROLL CALL by Clerk of the Authority

REPORTS

A. Report from the Budget and Finance Committee Chair

B. Quarterly Capital Improvement Projects (CIP) Update

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

B. Monthly Investment Reports

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

On July 13, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 9-0.

Recommended Action:

Receive and file the reports.

C. Amendment No. 8 to Agreement for Aircraft Rescue Fire Fighting Services at John Wayne Airport

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau and Shane Sherwood, Division II Chief/Operations Department

Recommended Action:

Approve and authorize the Fire Chief to execute Amendment No. 8 to the Agreement for Aircraft Rescue Fire Fighting Services at John Wayne Airport, extending the term for five years from December 1, 2022, through November 30, 2027.

D. Blanket Order Contract Renewal and Rate Adjustment for General Counsel Services

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau and Robert Cortez, Assistant Chief/Business Services Department

Recommended Actions:

1. Approve hourly rate increases from \$215 to \$275 per hour for blended legal services and \$100 to \$150 for paralegal services with Woodruff, Spradlin & Smart, effective September 1, 2022.
2. Approve and authorize the Purchasing Manager to renew the previously approved blanket order with Woodruff, Spradlin & Smart for three years at an annual amount not to exceed \$675,000, with annual increases due to usage not to exceed 3%.
3. Direct staff to schedule an evaluation of General Counsel, to be conducted by the Board of Directors and completed no later than one year prior to the next contract renewal date of March 1, 2025.

E. Short Term Agreement with Los Alamitos Joint Forces Training Base for 2022 Quick Reaction Force (QRF) Program

Submitted by: Brian Fennessy, Fire Chief, and Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Fire Chief (or his designee) and Purchasing Manager to enter into the attached Short-Term Revocable License Agreement, and future substantially consistent renewals or agreements acceptable to the Fire Chief and in a form approved by General Counsel, providing for the use of the Los Alamitos Joint Forces Training Base by OCFA and its contractors to store aircraft and conduct air operations (including take offs and landings).

3. DISCUSSION CALENDAR

A. Reconciliation of Emergency Purchase Order in Response to the Coastal Fire

Submitted by: Ron Roberts, Division Chief/Field Operations Department, TJ McGovern, Assistant Chief/Field Operations Department and Robert Cortez, Assistant Chief/Business Services Department

Recommended Action:

Approve and authorize the emergency purchase order reconciliation for meal services with Taste Catering in the amount of \$103,845.73 in response to the Coastal Fire.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting will be a Concurrent Joint Special Meeting of the Board of Directors and all committees on Thursday, August 25, 2022, at 6:00 p.m.

AFFIDAVIT OF POSTING

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

Maria D. Huizar, CMC
Clerk of the Authority

FUTURE EC AGENDA ITEMS – THREE-MONTH OUTLOOK:

- Monthly Investment Report
- 4th Quarter Financial Newsletter
- Annual Investment Report
- New Class Specification for Behavioral Health Wellness Coordinator

UPCOMING MEETINGS:

Human Resources Committee

Operations Committee

Board of Directors

Concurrent Joint Special Meeting of the

Board of Directors and all Committees

Budget and Finance Committee Meeting

Executive Committee

Board of Directors

Concurrent Joint Special Meeting of the

Board of Directors and all Committees

Tuesday, August 2, 2022, 12 noon

Tuesday, August 9, 2022, 12 noon

Thursday, August 25, 2022, 6:00 p.m.

Thursday, August 25, 2022, 6:00 p.m.

Wednesday, September 14, 12 noon

Thursday, September 22, 2022, 5:30 p.m.

Thursday, September 22, 2022, 6:00 p.m.

Thursday, September 22, 2022, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, June 23, 2022
5:30 P.M.**

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

CALL TO ORDER

Chair Steggell called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:33 p.m. on June 23, 2022.

INVOCATION

The invocation was led by Chaplain Gerardo Arenado.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Michele Steggell, La Palma, Chair
Anthony Kuo, Irvine, Vice Chair*
Shelley Hasselbrink, Los Alamitos*
Noel Hatch, Laguna Woods*
John O'Neill, Garden Grove
Dave Shawver, Stanton*
Tri Ta, Westminster*
Donald P. Wagner, County of Orange*

Absent: Gene Hernandez, Yorba Linda
Dennis Wilberg, Ex Officio

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Kenny Dossey
Assistant Chief Lori Smith
Assistant Chief Stephanie Holloman
General Counsel David Kendig
Assistant Counsel Barbara Raileanu

Deputy Chief Lori Zeller
Assistant Chief Jim Ruane
Assistant Chief TJ McGovern
Assistant Chief Robert Cortez
Director of Communications Matt Olson
Clerk of the Authority Maria D. Huizar

**Those Committee members attending via Teleconferencing*

REPORTS

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

Budget and Finance Committee Chair Tri Ta reported at its June 8, 2022, Budget and Finance Committee meeting, the Committee reviewed the Monthly Investment Reports, and recommended forwarding the item to the Executive Committee to receive and file the reports.

PUBLIC COMMENTS

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

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

On motion of Director Kuo and second by Director Shawver, and following a roll call vote, approved 8-0 Agenda Item Nos 2A-2E, with 2F pulled for separate consideration (Director Hernandez absent).

A. Minutes for the Executive Committee Meeting (FILE 12.02B2)

Action:

1. Approve the Minutes for the May 26, 2022, Regular Meeting as submitted.
2. Approve the Minutes for the May 26, 2022, Concurrent Joint Special Meeting as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

Action: Receive and file the reports.

C. Annual Renewal of Aviation Insurance (FILE 18.10A1)

Action: Approve and authorize the Fire Chief, or his designee, to bind the Aviation Insurance Program coverage with Chubb for the policy period June 30, 2022, to June 30, 2023, with a premium of \$238,526.00.

D. Annual Renewal of Public Risk Innovation, Solutions, and Management (PRISM) formerly, California State Association of Counties (CSAC) Workers' Compensation Excess Insurance (FILE 18.10A2b)

Action: Approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance

Authority for the policy period July 1, 2022, to July 1, 2023, with a premium of \$900,000.

E. Annual Renewal of General Liability Insurance (FILE 18.10A4)

Action: Approve and authorize the Fire Chief, or his designee, to renew the General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority (FAIRA) for the policy period from July 1, 2022, to July 1, 2023, for a premium amount of \$2,796,704.

F. June 2022 Legislative Update (FILE 11.10F4)

Director Wagner pulled this item for separate consideration. He made the recommendation to take the position of support for Senate Bill 855, Childhood Drowning Data, rather than the position of monitor.

On motion of Director Wagner and second by Director Ta, and following a roll call vote, approved 8-0 (Director Hernandez absent) to receive and file the report with support of Senate Bill 855.

3. DISCUSSION CALENDAR

No items.

COMMITTEE MEMBER COMMENTS

The Committee Members offered no comments.

ADJOURNMENT – Chair Steggell adjourned the meeting at 5:42 p.m. The next meeting will be a Concurrent Joint Special Meeting of the Board of Directors and all Committees on Thursday, July 14, 2022, at 6:00 p.m.

Maria D. Huizar, CMC
Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

Executive Committee Concurrent Joint Special Meeting Thursday, June 23, 2022 7:47 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 June 23, 2022, at 7:47 p.m. by Board of Directors Chair Michele Steggell.

ROLL CALL

Present: Michele Steggell, La Palma, Chair
Anthony Kuo, Irvine, Vice Chair
Shelley Hasselbrink, Los Alamitos*
Noel Hatch, Laguna Woods*
John O' Neill, Garden Grove
Tri Ta, Westminster*
Donald P. Wagner, County of Orange*

Absent: Gene Hernandez, Yorba Linda
Dave Shawver, Stanton
Dennis Wilberg, Ex Officio

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Kenny Dossey
Assistant Chief Jim Ruane
Assistant Chief Robert Cortez
Communications Director Matt Olson
Clerk of the Authority Maria Huizar

Deputy Chief Lori Zeller
Assistant Chief TJ McGovern
Assistant Chief Stephanie Holloman
Assistant Chief Lori Smith
General Counsel David Kendig
Assistant Counsel Barbara Raileanu

PUBLIC COMMENTS

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

**Those members attending via Teleconferencing*

1. DISCUSSION CALENDAR

A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (FILE 12.02A2)

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

On motion of Director Wagner and second by Director Hasselbrink, and following a roll call vote, approved 5-2 (Directors Kuo and Steggell opposed, Directors Hernandez and Shawver absent) to select Option # 1 to make the following findings:

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

REPORTS

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair Steggell adjourned the meeting at 7:55 p.m. The next meeting will be a Concurrent Joint Special Meeting of the Board of Directors and all Committees on Thursday, July 14, 2022, at 6:00 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 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
--	--	--------------

Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
---	--	--------------

James Slobojan, Assistant Treasurer Treasury & Financial Planning	jamesjslobojan@ocfa.org	714.573.6305
--	--	--------------

Summary

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

Prior Board/Committee Action

On July 13, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 9-0.

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended May 31, 2022. A preliminary investment report as of June 17, 2022, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – May 2022/Preliminary Report – June 2022

Orange County Fire Authority Monthly Investment Report



Final Report - May 2022

Preliminary Report - June 2022



Monthly Investment Report Table of Contents

<i>Final Investment Report- May 31, 2022</i>	<i>1</i>
<i>Executive Summary</i>	<i>2</i>
<i>Portfolio Statistics.....</i>	<i>3</i>
<i>Benchmark Comparison.....</i>	<i>4</i>
<i>Portfolio Size, Yield, & Duration</i>	<i>4</i>
<i>Portfolio Summary</i>	<i>5</i>
<i>Portfolio Details.....</i>	<i>6</i>
<i>Aging Report</i>	<i>9</i>
<i>Notes to Portfolio Management Report</i>	<i>10</i>
<i>Local Agency Investment Fund..... '</i>	<i>11</i>
 <i>Preliminary Investment Report- June 17, 2022.....</i>	<i>13</i>
<i>Portfolio Summary</i>	<i>14</i>
<i>Portfolio Details.....</i>	<i>15</i>
<i>Aging Report</i>	<i>18</i>
<i>Notes to Portfolio Management Report</i>	<i>19</i>
 <i>Glossary</i>	<i>20</i>



Qtcpi g'Egwpv' Hlt g'Cwj qt kx''

Hkpc nKpxguo gpv'Tgr qt v''

O c{'53.'4244''



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of May 2022, the size of the portfolio decreased by approximately \$10.5 million to \$208.8 million. Receipts for the month totaled approximately \$23.8 million. Significant receipts included Property Tax apportionment payments totaling \$14.3 million, cash contract payments totaling \$5.9 million, and various grant reimbursement payments and other charges for current services totaling \$3.6 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$34.4 million. The portfolio's balance is expected to decrease in June as expenditures will exceed projected receipts.

In May, the portfolio's yield to maturity (365-day equivalent) moved upward by 9 basis points to 0.62%. The effective rate of return increased by 6 basis points to 0.58% for the month, and the average maturity of the portfolio decreased by six days to 21 days to maturity.

Economic News

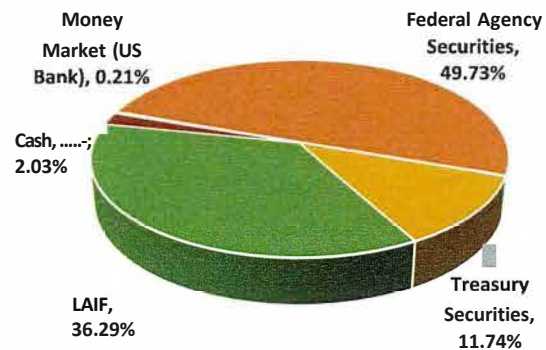
In May 2022, total nonfarm payroll employment rose by 390,000, and the unemployment rate held at 3.6%. Job gains were led by leisure and hospitality, followed by professional and business services, and transportation and warehousing. The number of unemployed persons was essentially unchanged at 6 million. Over the past 12 months, average hourly earnings have increased by 5.2%. Retail sales declined 0.3% in May, marking the first decline in five months as inflation appears to be affecting demand. Consumers pulled back on car purchases, online shopping, and spent more on gasoline. A sharp drop in vehicle sales, due to high prices, low inventory, and rising interest rates on car loans, played a large role in the decline in month over month retail spending.

U.S. Consumer confidence fell further in May, dropping eight points to a record low of 50.2. Consumers continued to have negative views on current buying conditions for houses and durables, as well as the outlook for the economy, primarily due to concerns over inflation. The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 10.8% from a year ago and rose .8% on the month. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. The Consumer Price Index (CPI) increased 1% in May, while the annual CPI increased 8.6%, with inflation running at the highest rate since December 1981. Meanwhile, core CPI, which excludes food and energy, rose 6%. Inflation remains elevated, supply chain disruptions in China continue, and the Russian invasion of Ukraine is placing additional pressure on inflation and global economic activity. In its effort to combat inflation and slow the economy, the Federal Reserve has made moves to reach its 2% inflation rate objective. At its May 4, 2022 meeting, the Federal Reserve approved a .50% interest rate increase. On June 15, 2022, the Fed raised its benchmark interest rate by .75%, the highest rate increase since 1994, and taking the level of its benchmark funds rate to a range of 1.5% to 1.75%.

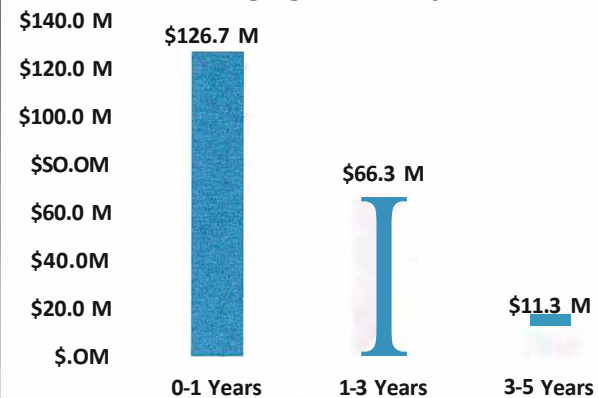


OCFA'S PORTFOLIO RETURN CONTINUES TO INCREASE AS THE FED RAISES SHORT TERM RATES

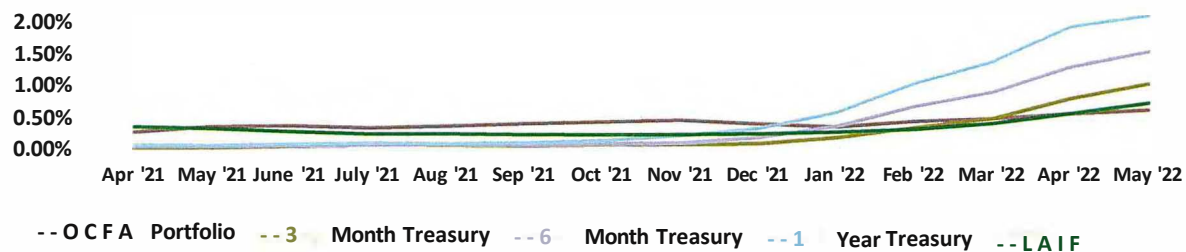
Market Value \$204,332,958



Aging Summary



12 Month Benchmarks



**BENCHMARK COMPARISON AS OF MAY 31, 2022***3 Month T-Bill: 0.99%**1 Year T-Bill: 2.06%**6 Month T-Bill: 1.49%**LAIF: 0.68%**OCFA Portfolio: 0.58%***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>	\$208,807,295	\$219,365,328	\$200,688,284
<i>Yield to Maturity (365 day)</i>	0.62%	0.53%	0.38%
<i>Effective Rate of Return</i>	0.58%	0.52%	0.35%
<i>Days to Maturity</i>	21	27	48



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
May 31, 2022

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	428,425.62	428,425.62	428,425.62	0.21	1	1	0.750	0.760
Federal Agency Coupon Securities	81,450,000.00	77,624,314.70	81,452,032.66	39.76	1,318	40	0.551	0.558
Federal Agency Disc. -Amortizing	24,000,000.00	23,991,600.00	23,993,103.34	11.71	44	15	0.624	0.633
Treasury Discounts -Amortizing	24,000,000.00	23,987,040.00	23,987,696.67	11.71	70	29	0.632	0.641
Local Agency Investment Funds	75,000,000.00	74,156,515.35	75,000,000.00	36.61	1	1	0.675	0.684
	204,878,425.62	200,187,895.67	204,861,258.29	100.00%	538	21	0.615	0.623
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	4,145,062.58	4,145,062.58	4,145,062.58		1	1	0.000	0.000
Total Cash and Investments	209,023,488.20	204,332,958.25	209,006,320.87		538	21	0.613	0.622

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	104,565.37	621,946.80
Average Daily Balance	211,394,822.96	160,434,653.13
Effective Rate of Return	0.58%	0.42%

"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, 2022. 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

6/3/22

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 209,006,320.87
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (199,026.23)
Total	\$ 208,807,294.64

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 31, 2022

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	428,425.62	428,425.62	428,425.62	0.760	0.760	1	
SYS528	528	Federated Treasury Obligations		07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			9,291,724.97		428,425.62	428,425.62	428,425.62		0.760	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,619,760.00	14,000,000.00	0.190	0.190	0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 7/29/2022)		04/22/2021	3,000,000.00	2,816,970.00	3,002,032.66	0.710	0.636	58	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,329,560.00	12,000,000.00	0.720	0.720	30	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 06/30/2022)		03/30/2021	8,000,000.00	7,636,400.00	8,000,000.00	0.550	0.550	29	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 7/8/2022)		04/22/2021	9,435,000.00	9,106,095.90	9,435,000.00	0.375	0.375	37	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2022)		04/23/2021	11,015,000.00	10,463,368.80	11,015,000.00	0.520	0.520	52	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2022)		04/29/2021	12,000,000.00	11,257,200.00	12,000,000.00	1.000	1.000	58	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2022)		05/11/2021	12,000,000.00	11,394,960.00	12,000,000.00	0.550	0.550	71	10/11/2024
Subtotal and Average			81,452,060.09		81,450,000.00	77,624,314.70	81,452,032.66		0.558	40	
Federal Agency Disc. -Amortizing											
313385XX9	1049	Fed Home Loan Bank		04/21/2022	12,000,000.00	11,997,600.00	11,998,530.00	0.490	0.504	9	06/10/2022
313385YL4	1051	Fed Home Loan Bank		05/16/2022	12,000,000.00	11,994,000.00	11,994,573.34	0.740	0.761	22	06/23/2022
Subtotal and Average			22,830,856.56		24,000,000.00	23,991,600.00	23,993,103.34		0.633	15	
Treasury Discounts -Amortizing											
912796R68	1046	US Treasury Bill		04/21/2022	12,000,000.00	11,991,240.00	11,991,840.00	0.680	0.700	36	07/07/2022
912796R43	1047	US Treasury Bill		04/21/2022	12,000,000.00	11,995,800.00	11,995,856.67	0.565	0.581	22	06/23/2022
Subtotal and Average			23,981,471.67		24,000,000.00	23,987,040.00	23,987,696.67		0.641	29	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstm Fund			75,000,000.00	74,156,515.35	75,000,000.00	0.684	0.684	1	
Subtotal and Average			73,838,709.68		75,000,000.00	74,156,515.35	75,000,000.00		0.684	1	
Total and Average			211,394,822.96		204,878,425.62	200,187,895.67	204,861,258.29		0.622	21	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
May 31, 2022

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	4,125,062.58	4,125,062.58	4,125,062.58		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	211,394,822.96		209,023,488.20	204,332,958.25	209,006,320.87		0.623	21

Orange County Fire Authority
In Service of Others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of June 1, 2022

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(06/01/2022 - 06/01/2022)	5 Maturities	0 Payments	79,573,488.20	38.53%	79,573,488.20	78,730,003.55
Aging Interval: 1 - 30 days	(06/02/2022 - 07/01/2022)	3 Maturities	0 Payments	36,000,000.00	17.61%	35,988,960.01	35,987,400.00
Aging Interval: 31 - 60 days	(07/02/2022 - 07/31/2022)	1 Maturities	0 Payments	12,000,000.00	5.87%	11,991,840.00	11,991,240.00
Aging Interval: 61 - 90 days	(08/01/2022 - 08/30/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 91 - 120 days	(08/31/2022 - 09/29/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(09/30/2022 - 06/01/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(06/02/2023 - 05/31/2025)	7 Maturities	0 Payments	69,450,000.00	32.48%	69,452,032.66	66,367,114.70
Aging Interval: 1096 days and after	(06/01/2025 -)	1 Maturities	0 Payments	12,000,000.00	5.51%	12,000,000.00	11,257,200.00
Total for		17 Investments	0 Payments		100.00	209,006,320.87	204,332,958.25



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.



Local Agency Investment Fund (LAIF)

As of May 31, 2022, OCFA has \$75,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2022 is .988753538. When applied to OCFA's LAIF investment, the fair value is \$74,156,515.35 or \$843,484.65 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 May 31, 2022 is included on the following page.



Fair Value Including Accrued Interest	\$ 223,819,152,634.89
---------------------------------------	-----------------------

Page 12



Orange County Fire Authority

Preliminary Investment Report

June 17, 2022



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
June 17, 2022

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

Page 14

	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	429,199.45	429,199.45	429,199.45	0.22	1	1	0.750	0.760
Federal Agency Coupon Securities	81,450,000.00	76,585,582.25	81,451,999.44	42.23	1,318	28	0.551	0.558
Federal Agency Disc. -Amortizing	12,000,000.00	11,999,040.00	11,998,766.67	6.22	38	5	0.751	0.761
Treasury Discounts -Amortizing	24,000,000.00	23,994,120.00	23,994,751.66	12.44	70	12	0.632	0.641
Local Agency Investment Funds	75,000,000.00	74,156,515.35	75,000,000.00	38.89	1	1	0.675	0.684
Investments	192,879,199.45	187,164,457.05	192,874,717.22	100.00%	568	14	0.622	0.631
Cash								
Passbook/Checking (not included in yield calculations)	11,278,485.39	11,278,485.39	11,278,485.39		1	1	0.000	0.000
Total Cash and Investments	204,157,684.84	198,442,942.44	204,153,202.61		568	14	0.622	0.631

Total Earnings	June 17 Month Ending	Fiscal Year To Date
Current Year	58,308.77	680,255.57
Average Daily Balance	209,084,968.20	162,784,242.21
Effective Rate of Return	0.60%	0.43%

"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, 2022. 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)	\$ 204,153,202.61
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (199,026.23)
Total	\$ 203,954,176.38

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
June 17, 2022

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	429,199.45	429,199.45	429,199.45	0.760	0.760	1	
SYS528	528	Federated Treasury Obligations		07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			10,292,132.83		429,199.45	429,199.45	429,199.45		0.760	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,510,560.00	14,000,000.00	0.190	0.190	13	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 7/29/2022)		04/22/2021	3,000,000.00	2,776,140.00	3,001,999.44	0.710	0.636	41	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,148,960.00	12,000,000.00	0.720	0.720	13	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 06/30/2022)		03/30/2021	8,000,000.00	7,538,480.00	8,000,000.00	0.550	0.550	12	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 7/8/2022)		04/22/2021	9,435,000.00	9,010,991.10	9,435,000.00	0.375	0.375	20	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2022)		04/23/2021	11,015,000.00	10,325,571.15	11,015,000.00	0.520	0.520	35	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2022)		04/29/2021	12,000,000.00	11,026,920.00	12,000,000.00	1.000	1.000	41	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2022)		05/11/2021	12,000,000.00	11,247,960.00	12,000,000.00	0.550	0.550	54	10/11/2024
Subtotal and Average			81,452,015.07		81,450,000.00	76,585,582.25	81,451,999.44		0.558	28	
Federal Agency Disc. -Amortizing											
313385YL4	1051	Fed Home Loan Bank		05/16/2022	12,000,000.00	11,999,040.00	11,998,766.67	0.740	0.761	5	06/23/2022
Subtotal and Average			18,349,388.63		12,000,000.00	11,999,040.00	11,998,766.67		0.761	5	
Treasury Discounts -Amortizing											
912796R68	1046	US Treasury Bill		04/21/2022	12,000,000.00	11,994,720.00	11,995,693.33	0.680	0.700	19	07/07/2022
912796R43	1047	US Treasury Bill		04/21/2022	12,000,000.00	11,999,400.00	11,999,058.33	0.565	0.581	5	06/23/2022
Subtotal and Average			23,991,431.67		24,000,000.00	23,994,120.00	23,994,751.66		0.641	12	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	74,156,515.35	75,000,000.00	0.684	0.684	1	
Subtotal and Average			75,000,000.00		75,000,000.00	74,156,515.35	75,000,000.00		0.684	1	
Total and Average			209,084,968.20		192,879,199.45	187,164,457.05	192,874,717.22		0.631	14	

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management

Portfolio Details - Cash

June 17, 2022

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	11,258,485.39	11,258,485.39	11,258,485.39		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			209,084,968.20		204,157,684.84	198,442,942.44	204,153,202.61		0.631	14

(This Page Intentionally Left Blank)



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of June 18, 2022

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

Page 18

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(06/18/2022 - 06/18/2022)	5 Maturities	0 Payments	86,707,684.84	43.27%	86,707,684.84	85,864,200.19
Aging Interval: 1 - 30 days	(06/19/2022 - 07/18/2022)	3 Maturities	0 Payments	36,000,000.00	18.14%	35,993,518.33	35,993,160.00
Aging Interval: 31 - 60 days	(07/19/2022 - 08/17/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 61 - 90 days	(08/18/2022 - 09/16/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 91 - 120 days	(09/17/2022 - 10/16/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(10/17/2022 - 06/18/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(06/19/2023 - 06/17/2025)	7 Maturities	0 Payments	69,450,000.00	33.04%	69,451,999.44	65,558,662.25
Aging Interval: 1096 days and after	(06/18/2025 -)	1 Maturities	0 Payments	12,000,000.00	5.56%	12,000,000.00	11,026,920.00
Total for		16 Investments	0 Payments		100.00	204,153,202.61	198,442,942.44



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.

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
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 2022

Agenda Item No. 2C
Consent Calendar

**Amendment No. 8 to Agreement for
Aircraft Rescue Fire Fighting Services at John Wayne Airport**

Contact(s) for Further Information

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Shane Sherwood, Division II Chief
Operations Department

shanesherwood@ocfa.org

949.341.0294

Summary

This agenda item is submitted for approval of a five-year extension to the current agreement for Aircraft Rescue Fire Fighting (ARFF) Services at John Wayne Airport (Attachment 1).

Prior Board/Committee Action

At the June 22, 2017 meeting, the Executive Committee approved Amendment No. 7 to the Agreement for ARFF Services at John Wayne Airport (JWA), extending the term for five years from December 1, 2017, through November 30, 2022.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief to execute Amendment No. 8 to the Agreement for Aircraft Rescue Fire Fighting Services at John Wayne Airport, extending the term for five years from December 1, 2022, through November 30, 2027.

Impact to Cities/County

Approval of the five-year extension will enable OCFA to continue providing ARFF Services to JWA, while also recovering the costs associated with the provision of service.

Fiscal Impact

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

The revenue to OCFA associated with the current JWA contract is included in the FY 2022/23 Adopted Budget. The total contract value (cost recovery revenue to OCFA) for the proposed five-year extension is \$31,091,284 (Attachment 2).

Background

On-site ARFF services have been provided to JWA Airport from Fire Station #33 located to the west of the runways since 1976. These contract services include emergency response to aircraft crashes (fire fighting and rescue), fuel spill mitigation, refueler vehicle inspections, aircraft crane services and many other aspects of emergency planning and services delivery. Additional background information regarding ARFF services and the nature of the OCFA-JWA contract is

provided in the attached Frequently Asked Questions (Attachment 4) and “*John Wayne Airport Fire and Rescue Services 2022*” overview document (Attachment 5).

Our current Agreement with JWA was originally executed in 2002 for a term of three years. The Agreement was subsequently amended and renewed on seven occasions, extending the term through the current contract duration of 2017-2022. The original Agreement and Amendments No. 1 through 7 are provided as Attachment 6.

Airport administration and OCFA staff have been discussing a proposed extension to the contract, reflected as Amendment No. 8 to continue all current provisions of the agreement and extend the term for five years through November 30, 2027 (Attachment 1). The proposed Amendment has been reviewed and approved by General Counsel and, following review by the OCFA’s Executive Committee, it will be considered by the Airport Commission on September 7, 2022 followed by the County Board of Supervisors on October 4, 2022.

Attachment(s)

1. Proposed Amendment No. 8 – ARFF Services Agreement
2. Annual Projected Contract Values – December 1, 2022 – November 30, 2027
3. Cumulative Contract Value – July 1, 2002 – November 30, 2027
4. John Wayne Airport ARFF Services Contract - Frequently Asked Questions
5. John Wayne Airport Fire and Rescue Services 2022
6. Aircraft Rescue Fire Fighting (ARFF) Services Agreement for John Wayne Airport, including Amendments No. 1 through 7

**AMENDMENT NUMBER EIGHT
FOR
AIRCRAFT RESCUE FIRE FIGHTING SERVICES**

This Amendment Number Eight is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA") County and Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, County and OCFA entered into Agreement S1000000270, effective July 1, 2002 through June 30, 2005, for Aircraft Rescue Fire Fighting ("ARFF") Services, with actual charges of \$10,317,009 ("Agreement"); and,

WHEREAS, Parties executed Amendment Number One to modify the overhead rate and to extend the Agreement for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$3,994,977; and,

WHEREAS, Parties executed Amendment Number Two to extend the Agreement for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, Parties executed Amendment Number Three to modify the overhead rate, institute a 4% cap on annual adjustments, and extend the Agreement five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,488,863; and,

WHEREAS, Parties executed Amendment Number Four to extend the Agreement three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with actual charges of \$1,189,331; and,

WHEREAS, Parties executed Amendment Number Five to extend the Agreement for one (1) additional year, effective December 1, 2011 through and including November 30, 2012, with actual charges of \$4,824,657; and,

WHEREAS, Parties executed Amendment Number Six to extend the Agreement for five (5) additional years, effective December 1, 2012 through and including November 30, 2017, with actual charges of \$21,977,773; and,

WHEREAS, Parties executed Amendment Number Seven to extend the Agreement five (5) additional years, effective December 1, 2017 through and including November 30, 2022, and increased the total Agreement not-to-exceed amount by \$26,489,760; and,

WHEREAS, the Parties now desire to extend the Term of Agreement for five (5) additional years, and increase the total Agreement not-to-exceed amount by \$31,091,284.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and OCFA agree as follows:

ARTICLES

The Agreement is hereby modified as follows:

1. Extend Term of Agreement expiration date through and including November 30, 2027.
2. Increase Agreement by a not-to-exceed amount of \$31,091,284, for a new total not-to-exceed amount of \$122,041,469 for the total 25 years and 5 months Term of the Agreement.
3. Except as amended herein, all terms and conditions of the Agreement, as amended by Amendments Number One through Seven, are incorporated by this reference as if fully set forth herein and shall remain in force.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown adjacent to their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY:

Brian Fennessy Fire Chief

Signature	Print Name	Title	Date

COUNTY AUTHORIZED SIGNATURE:

Signature	Print Name	Title	Date

APPROVED AS TO FORM:

Orange County Fire Authority

David Kendig	
	Date

APPROVED AS TO FORM:

Office of the County Counsel
County of Orange, California

	Date

Approved by Board of Supervisors on: _____

**Orange County Fire Authority
John Wayne Airport ARFF Charges
Proposed Amendment No. 8**

Annual Projected Contract Values - December 1, 2022 - November 30, 2027

ARFF Contract Value - Proposed Five-Year Extension		Projected Contract Value per Year *
Year 1 (Base Year)	Dec 2022 - Nov 2023	5,740,294
Year 2	Dec 2023 - Nov 2024	5,969,906
Year 3	Dec 2024 - Nov 2025	6,208,702
Year 4	Dec 2025 - Nov 2026	6,457,050
Year 5	Dec 2026 - Nov 2027	6,715,332
Total Contract Value for Proposed Five-Year Extension		31,091,284

*Note: The projected value assumes annual increases of 4%, with recapture provisions. There are no current values pending recapture from JWA.

**Orange County Fire Authority
John Wayne Airport ARFF Charges
Proposed Amendment No. 8**

Cumulative Contract Value - July 1, 2002 - November 30, 2027

Contract	Duration	Dates	Actual Charges per Contract Term	Projected Charges for Contract Term in Progress & Upcoming Contract Term	Cumulative Total
Original	3 years	July 1, 2002 - June 30, 2005	10,317,009		10,317,009
Amend. No. 1	1 year	July 1, 2005 - June 30, 2006	3,994,977		14,311,986
Amend. No. 2	2 months	July 1, 2006 - August 31, 2006	667,815		14,979,801
Amend. No. 3	5 years	Sept. 1, 2006 - Aug., 2011	21,488,863		36,468,664
Amend. No. 4	3 months	Sept. 1, 2011 - Nov. 30, 2011	1,189,331		37,657,995
Amend. No. 5	1 year	Dec. 1, 2011 - Nov. 30, 2012	4,824,657		42,482,652
Amend. No. 6	5 years	Dec. 1, 2012 - Nov. 30, 2017	21,977,773		64,460,425
Amend. No. 7	5 years	Dec. 1, 2017 - Nov. 30, 2022		26,489,760	90,950,185
Proposed Amend. No. 8	5 years	Dec. 1, 2022 - Nov. 30, 2027		31,091,284	122,041,469

Cumulative Duration = 25 years, 5 months of service

**Orange County Fire Authority
John Wayne Airport ARFF Services Contract
Frequently Asked Questions**

1. What portions of the John Wayne Airport (JWA) are served by the proposed ARFF contract?

Our contract with JWA is a contract for services to the Aircraft Movement Areas (i.e., runways, taxiways) of the airport, as opposed to services to the terminals and facilities of the airport.

- a. **Aircraft Movement Areas (Runways) - Aircraft Rescue Fire Fighting Services:** ARFF services are provided by contract to the Aircraft Movement Area of the airport. These services are *not* OCFA's obligation to provide as a first responder, unless committed via an ARFF contract. A renewed ARFF contract is the subject of this agenda item, and is subject to periodic negotiation between OCFA and JWA. The airport is not required to contract with OCFA for ARFF services.
- b. **Terminal & Facilities - Fire & Emergency Medical Services:** Services provided to the terminal and facilities of the airport are OCFA's responsibility since the facilities are within County unincorporated area; OCFA is committed to serving County unincorporated areas via the Joint Powers Authority (JPA) Agreement.

2. How does this proposed ARFF contract relate to our JPA Agreement?

The proposed ARFF contract with JWA is separate from the JPA Agreement between our 23 partner cities and the County. It is a cost-recovery contract meaning revenues received by OCFA cover the expenses we incur to provide the contracted services. We are a "vendor" to JWA in that we provide staffing for JWA-owned ARFF apparatus and equipment based at a JWA-owned facility per FAA requirements, and in accordance with our ARFF agreement.

3. Can the airport seek bids from other providers?

Yes, however we have a legal opinion from OCFA General Counsel that being a County agency, JWA can only contract with other public agencies.

4. What is the daily staffing level provided by OCFA to JWA for the ARFF Contract?

Daily staffing includes 1 Captain, 2 Engineers, and 3 Firefighters. These personnel staff 3 vehicles with initial attack capabilities of 6,120 gallons of finished foam, as follows:

Unit	Type	Owner	Capacity	Staffing
Crash 1	Rapid Intervention Vehicle 2012 Ford/Oshkosh Stinger	JWA	500 Pounds – Dry Chemical 120 Gallons –Premixed Foam @3%	1 Captain 1 Firefighter
Crash 2	3,000 Gallon ARFF Unit 2017 Oshkosh Global Striker	JWA	550 Pounds – Dry Chemical 460 Pounds – Halotron (Clean Agent) 3,000 Gallons Water 420 Gallons – Foam Concentrate @3%	1 Engineer 1 Firefighter
Crash 3	3,000 Gallon ARFF Unit w/Snozzle 2003 Oshkosh Striker	JWA	550 Pounds – Dry Chemical 3,000 Gallons – Water 420 Gallons – Foam Concentrate @3%	1 Engineer 1 Firefighter

John Wayne Airport Fire and Rescue Services 2022

BACKGROUND

John Wayne Airport (JWA), located in Orange County California is owned and operated by the County of Orange and is the only commercial service airport in Orange County. It is located approximately 35 miles south of Los Angeles, between the cities of Costa Mesa, Irvine, and Newport Beach. The service area includes more than 3 million people within the 34 cities and unincorporated areas of Orange County. Nearly 11 million passengers travel through the Airport annually. One of only two airports in the County which accommodate general aviation, John Wayne Airport is served by three fixed base operators and is home to 475 general aviation aircraft.



Two runways serve commercial and private aircraft: a 5,700-foot main runway and a 2,887-foot general aviation runway. In addition to the commercial airline terminal, several facilities at the Airport serve the general aviation and corporate aviation community. General aviation operations outnumber commercial operations. The only other general aviation airport in Orange County is Fullerton Municipal Airport.

JWA is an Index Commercial Service airport with 22 air carrier gates. The largest passenger aircraft that serves JWA is the B-757. JWA currently has two freight air carriers: FED-Ex and UPS. ARFF Station 33 staff work closely with federal, state, and local government to include FAA, TSA, NTSB, USCG, Wildlife Services, Air Resources Board, CAL EPA, OSHA, and the OC Board of Supervisors. This relationship is vital to the day-to-day operation and mission of the ARFF group.

ON DUTY PERSONNEL

JWA ARFF Station 33 requires six personnel on duty including (2) engineers, (3) firefighters, and (1) captain. The shift captains have administrative responsibilities for various operations including fleet services, facilities, and training. 18 full-time staff and 45 part-time personnel make up the staffing for all three ranks. A Battalion Chief serves as program manager and oversees ARFF programming. ARFF personnel are selected through a competitive interview process and are required to pass the ARFF Academy prior to being assigned. Personnel must also pass an extensive background check and driving course.

**ARFF TRAINING**

Firefighters assigned to the airport must be knowledgeable in the many facets of aircraft rescue and firefighting. In addition to basic firefighting knowledge, skills and experience, personnel must learn to use specialized techniques, tools, and equipment to mitigate aircraft emergencies. Initial training includes attending a 40-hour Part 139 training academy at Dallas Fort Worth Airport (DFW), followed by 80-hours of department specific training. Included in the weeks long training is aircraft recovery which teaches firefighters various techniques for aircraft stabilization and removal. Hands on training is a must in the ARFF world but is often difficult due to the lack of training facilities and props. Because of OCFA's affiliate partnership with Orange Coast College, the ARFF training section can acquisition surplus aircraft for use in their ongoing effort to provide quality training. This gives members the experience they need to address the various incidents their most likely to encounter. These props include aircraft that are no longer airworthy but are suitable for training. Members can see first-hand how aircraft are constructed including fuel systems, aircraft components, operational systems, etc. Learning how to access critical areas is vital for safe aircraft shutdown as well as rescue. Props also allow firefighters to use specialized tools for cutting and breaching. Recently, the ARFF section recruited sixteen new ARFF members. They completed their training on April 8, 2022. We are one of the few agencies that offer an ARFF Training Academy to its members.



ON-GOING TRAINING

Because of the two large on-site fuel farms located at JWA, ARFF personnel also attend Flammable Liquid School at Texas A&M. There, firefighters learn how to combat large fuel farm fires as well as incidents related to transportation. In addition, personnel also receive training from Dallas Fort Worth Airport (DFW) in areas such as Advanced ARFF/Command and Control, Cargo Hazards, and Handling Helicopter Emergencies.

RESPONSE

Working alongside airport operations ARFF responds to all fire, medical and aircraft emergencies occurring in and around the airport with its primary mission being the airfield. Apparatus includes Oshkosh (1) T3000, (1) Striker 3000 HRET, (1) Global Striker 3000, (1) Oshkosh Command Vehicle (RIV), (1) Foam Trailer, (1) Water Rescue Vehicle, (1) LEKTRO-tug, (4) Recovery Dollies, (1) 40-ton All Terrain Crane, (1) Aircraft Recovery Trailer and (1) Mobile Air Stair Vehicle. Cross staffing is initiated depending on need.

Off-site responses although uncommon do occur and ARFF units are available to consult with on scene resources or provide fire control. Hazardous materials of a large variety are present throughout the airport and ARFF plays a vital role in the inspection and control of these hazards.



ARFF also has responsibility for commercial and Part 139 fuel safety inspections as well as all the fuel safety training for the Fixed Base Operators (FBO's). Since we only have a single commercial runway, ARFF personnel also staff a 40-ton crane and tug unit for aircraft removal. As such, all ARFF firefighters complete a required National Commission of Crane Certification Training Course.

Should this runway become blocked due to an aircraft incident. The result could restrict flight operations resulting in costly delays. Working in conjunction with JWA Operations, it is ARFF's sole responsibility for the removal and recovery of all aircraft off the runways. This area of responsibility makes aircraft recovery one of the more unique challenges facing the group.



All other incidents occurring at JWA are handled by the Orange County Fire Authority under contract with the County of Orange. Because of the unique variety of services offered, and regulatory requirements, the airport fire department is literally, a fire department within a fire department. The Orange County Fire Authority is a regional fire service agency service provider that serves 23 cities in Orange County and all unincorporated areas. The OCFA protects nearly 2 million residents from 77 fire stations located throughout the County.

ARFF Mission Statement: To provide the highest level of service and professionalism to John Wayne Airport through the Orange County Fire Authority in its delivery of fire suppression, aircraft rescue/recovery, hazardous materials mitigation, terrorism response, and emergency medical assistance.

AGREEMENT No. 51000000270

FOR

**AIRCRAFT RESCUE FIRE FIGHTING (ARFF)
SERVICES**

FOR

JOHN WAYNE AIRPORT

WITH

ORANGE COUNTY FIRE AUTHORITY

TABLE OF CONTENTS
AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES
No. S1000000270

TABLE OF CONTENTS

	<u>TERMS AND CONDITIONS</u>	<u>PAGE</u>
1.	Scope of Agreement.....	1
2.	Term of Agreement.....	1
3.	Precedence.....	1
4.	Changes/Extra Work/Amendments	1
5.	Indemnification.....	1
6.	Compensation and Terms of Payments	2
7.	Availability of Funds.....	3
8.	Termination.....	3
9.	Responsibility of the OCFA	3
10.	Insurance	3
11.	Notices	5
12.	Validity	6
13.	Entire Agreement.....	6
	Signature Page	7

EXHIBITS

Exhibit A – Scope of Work
Attachment #1, Definitions

AGREEMENT FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) AT JOHN WAYNE AIRPORT

THIS AGREEMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as AIRPORT.

RECITALS

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract for the continued ARFF services for John Wayne Airport (JWA);

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF AGREEMENT

This Agreement sets the terms of agreement reached between the AIRPORT and the OCFA for Aircraft Rescue and Fire Fighting (ARFF) services provided to AIRPORT, by the OCFA.

THE SERVICES REQUIRED ARE DESCRIBED IN THE DETAILED SCOPE OF WORK, WHICH IS MORE FULLY SET FORTH AND INCORPORATED HEREIN AS EXHIBIT A.

2. TERM OF AGREEMENT

This Agreement shall be for a **Three (3) Year Period** from the date this Agreement is fully executed and may be renewed by mutual agreement.

3. PRECEDENCE

The contract documents consist of this Agreement, its Exhibits and Attachments.

In the event of a conflict between the contract documents, the order of precedence shall be the provisions of the main body of this Agreement (i.e. those provisions set forth in the Recitals of this Agreement), and then the Exhibits, then the Attachments.

4. CHANGES/EXTRA WORK/AMENDMENTS

Neither Party to this Agreement may make changes to this Agreement without the other Party's written consent. This Agreement may be modified only by mutual written agreement of the parties with the approval of the respective boards or their designees.

The County Purchasing Agent or his designee shall issue said Amendment. The Fire Chief, or his designee, is authorized to make non-substantive amendments without Board of Directors' approval. Nothing herein shall prohibit OCFA from proceeding with the work or services set forth in Exhibit A.

5. INDEMNIFICATION

OCFA shall defend, indemnify and hold harmless AIRPORT and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and

costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents in the performance of services pursuant to this Agreement.

AIRPORT shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of AIRPORT, its officers, employees or agents.

The provisions of this Paragraph (5) shall survive termination or expiration of this Agreement.

For purposes of this Paragraph (5), the Fire Chief shall be deemed to be an officer, employee, agent and representative of OCFA, and not of AIRPORT.

6. COMPENSATION AND TERMS OF PAYMENT

Compensation:

- a) The OCFA will provide AIRPORT with a detailed, written estimate of their proposed charge for the following fiscal year by February 1st of each year.

The estimated charge will be based on direct salaries and employee benefits costs budgeted by OCFA for employees assigned to Station 33 ARFF. It will also include an estimate for backfill overtime required for coverage during sick leave, vacation, or other absences that is based on prior year usage at Station 33 ARFF; An estimate of services and supplies (including vehicle repair); and overhead based on the agreed to rate of 12.84%.

After adoption of the OCFA's budget, OCFA will provide the AIRPORT with a final budget document that includes the same detail as the estimate provided in February.

- b) The charge for ARFF services will be billed to the AIRPORT monthly in arrears, based on the following actual costs:
1. Direct salaries and employee benefits will be based on actual employees assigned to Station 33 ARFF including backfill required for coverage during sick leave, vacation, or other absences.
 2. Overhead costs will be billed based on the agreed rate using the Indirect Cost Rate Proposal (ICRP) methodology. The agreed overhead rate (12.84%) will be applied to direct salaries and employee benefits.
 3. Direct services and supplies rendered to Station 33 ARFF will be billed based on actual costs of items provided. Individual vehicle repairs exceeding \$5,000 must have prior written approval by the AIRPORT.
 4. Depreciation of equipment used at Station 33 ARFF will be billed based on the annual depreciation amount if that equipment was purchased by the OCFA. The OCFA will, upon request, verify all equipment being depreciated under this Agreement (if applicable).
- c) Such amounts are due and payable within thirty (30) days of receipt of a billing thereof. Upon request, the OCFA will provide the AIRPORT with supporting documentation.
- d) OCFA, from time to time utilizes Airport Facilities (including, Airport's Fire Station 33) for training programs to train other than OCFA employees assigned to AIRPORT pursuant to this agreement. As compensation therefore, OCFA shall not charge Airport for any portion of OCFA's costs or debt service related to Regional Fire Operations and Training Center (RFOTC).

OCFA's use of AIRPORT facilities for training purposes requires the prior written approval of the Deputy Airport Director, Operations.

7. **AVAILABILITY OF FUNDS:**

Each payment obligation of the County is contingent upon the availability of Federal, State or local Government funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of the function performed by OCFA, the services directly or indirectly involved in the performance of that function may be terminated by the County at the end of the period for which funds are available. The County shall notify the OCFA at the earliest possible time of any product or service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Paragraph.

8. **TERMINATION**

Either party may terminate this Agreement by written notice. Such termination shall require a minimum six (6) months written notice prior to the actual termination of the Agreement.

The provision of services under this Agreement may be terminated by the Parties in accordance with this Paragraph in whole, or in part, whenever the Parties shall determine that such termination is in their best interest. Any such termination shall be effected by delivery of a Notice of Termination specifying the extent to which provision of services under the Agreement are terminated, and the date upon which such termination will become effective.

9. **RESPONSIBILITY OF THE OCFA**

OCFA shall perform such services as may be necessary to accomplish the services required to be performed under this Agreement and in accordance with the terms of this Agreement, and requirements as set forth in Exhibit A, Scope of Work.

The OCFA warrants that all persons employed by OCFA have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work.

10. **INSURANCE**

OCFA must provide evidence of insurance to meet the below listed AIRPORT requirements. If OCFA is self insured please provide a letter stating what is covered, and who manages and administers the self-insurance program.

The OCFA agrees to deposit with the AIRPORT prior to the provision of services under this AGREEMENT, Certificates of Insurance, including all endorsements required herein, necessary to satisfy the AIRPORT that the insurance provisions of this AGREEMENT have been complied with, and to keep such insurance and the certificates therefore on deposit with the AIRPORT during the entire term of this AGREEMENT.

The OCFA shall maintain insurance at OCFA'S expense acceptable to the AIRPORT in full force and effect throughout the term of this AGREEMENT. If the OCFA fails to maintain insurance acceptable to the AIRPORT for the full term of this AGREEMENT, the AIRPORT may terminate this AGREEMENT.

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure Best's Rating) and VIII (Financial Size Category). OCFA will file with the AIRPORT, prior to the commencement of performance of services under this AGREEMENT, an original Certificate of Insurance and all required endorsements evidencing that coverage required by this AGREEMENT is in effect.

If the carrier is a non-admitted carrier in the State of California, County Executive Office/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the OCFA shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability, including liability coverage for OCFA maintained fire trucks and equipment.	\$1,000,000 combined single limit per occurrence
	\$2,000,000 Aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles.	\$1,000,000.00 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 per occurrence

Liability insurance required by this AGREEMENT shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

The County of Orange, John Wayne Airport shall be added as an additional insured on all insurance policies required by this AGREEMENT with respect to work done by the OCFA under the terms of this AGREEMENT (except Workers' Compensation and Employers' Liability). An additional insured endorsement evidencing that the County of Orange, John Wayne Airport, is an additional insured shall accompany the Certificate of Insurance.

OCFA agrees to insure all OCFA constructed buildings, facilities, improvements and personal property situated in, or on Station 33 ARFF against loss or damage by fire to at least 90% of its replacement cost, using a standard form fire insurance policy containing an "extended coverage" endorsement and to provide certificates evidencing such insurance to the AIRPORT as provided above.

All insurance policies required by this AGREEMENT shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the OCFA'S insurance is primary shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this AGREEMENT shall give the AIRPORT 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

All insurance policies required by this AGREEMENT shall waive all rights of subrogation against the County of Orange, John Wayne Airport and members of the Board of Supervisors and elective or appointive officers or employees when acting within the scope of their employment.

The Commercial General Liability policy shall contain a severability of interests clause.

The OCFA is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The OCFA will comply with such provisions and shall furnish the AIRPORT satisfactory evidence that the OCFA has secured, for the period of this AGREEMENT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the AIRPORT at the address listed below for Notices.

The AIRPORT shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of AIRPORT, the insurance provisions in this AGREEMENT do not provide adequate protection for AIRPORT, AIRPORT may require OCFA to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. In the event of exceptional circumstances affecting the insurance market, the CEO/Risk Manager may modify the required coverage's on a temporary basis, until such time as CEO/Risk Manager deems insurance market conditions have softened and the required insurance coverage is available. CEO/Risk Manager's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks, which exist at the time a change in insurance is required.

AIRPORT shall notify OCFA in writing of changes in the insurance requirements. If OCFA does not deposit copies of acceptable certificates of insurance and endorsements with AIRPORT incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in default without further notice to OCFA, and AIRPORT shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit OCFA'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

11. NOTICES

Any and all notices, requests, demands and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no greater than four (4) calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate party at the following address or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid:

For OCFA:	Name:	Orange County Fire Authority
	Address:	145 South Water Street Orange, CA 92866-2123
	Attn:	Chip Prather, Fire Chief
	Telephone:	714-289-3712
	Fax:	714-538-8359

For County:	Name:	County of Orange
	Address:	John Wayne Airport 3160 Airway Avenue Costa Mesa, CA 92626
	Attn:	Alan Murphy
	Telephone:	949-252-5183
	Fax:	949-252-5178

12. **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect validity of any other provision of this Agreement.

13. **ENTIRE AGREEMENT**

This Agreement and its Exhibits contain the entire Agreement between the OCFA and the AIRPORT. All previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded with respect to services to be performed after the effective date of this Agreement, except to the extent that they have been incorporated into this Agreement. No future waiver of, exception to, addition to, or alteration of, any of the terms, conditions and provisions of this Agreement shall be considered valid unless specifically agreed to in writing.

No addition to, or alteration of the terms of this Agreement or any Exhibit(s), whether written or verbal, by the parties, their officers, agents or employees, shall be valid unless made in the form of a written Amendment to this Agreement, which shall be formally approved and executed by both parties.

Individual provisions of this Agreement, all duties and responsibilities of any party, which either expressly or by their nature extend into the future, shall extend beyond and survive the end of the contract term or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

Orange County Fire Authority

DATE: 11-26-02

BY: 

TITLE: FIRE CHIEF
"OCFA"

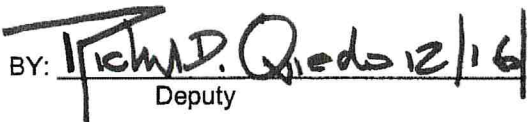
County of Orange, a Political Subdivision
of the State of California

DATE: 12-12-02

BY: 

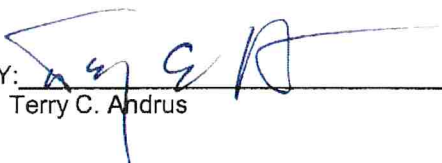
TITLE: Airport Director
"County of Orange, John Wayne Airport"

APPROVED AS TO FORM:
COUNTY COUNSEL

BY:  12/16/02
Deputy

DATE: _____

APPROVED AS TO FORM:
OCFA COUNSEL

BY: 
Terry C. Andrus

DATE: 11-13-02

EXHIBIT A
SCOPE OF WORK
AIRCRAFT RESCUE FIRE FIGHTING SERVICES
INDEX

I. GENERAL	A3
II. PURPOSE	A3
III. PROVISION OF SERVICES	A3
A. Management of ARFF Services	A3
B. Inter-Agency Lines of Communication	A3
C. Automatic/Mutual Aid Agreements	A3
D. Authority Response to Aircraft Emergencies at the Airport	A4
E. JWA Emergency/Disaster Planning	A4
F. Authority Representation on Airport Committees	A4
G. Security Access and Identification, Airport Drivers' License	A4
H. FAA ATC Tower and JWA Administration Letter of Agreement	A4
I. Maintenance of ARFF Records and Operations Inspections	A4
IV. ARFF STAFFING	A4
A. ARFF Qualified Staffing	A4
B. ARFF Qualified Relief	A5
V. ARFF APPARATUS AND EQUIPMENT	A5
A. ARFF Apparatus and Equipment	A5
B. ARFF Apparatus and Equipment, Maintenance	A5
C. ARFF Apparatus and Equipment, Replacement	A5
D. ARFF Fire Suppression Agents	A6
E. ARFF Personal Protective Clothing and Equipment	A6
F. Fuel	A6
VI. ARFF OPERATIONS	A6
A. Personnel Safety and Security	A6
B. Policy and Procedures	A6
C. ARFF Response	A6
D. Incident Command and Airport Emergency Operations Center (EOC)	A7
E. Aircraft Removal/Wreckage Preservation	A7
F. Extraordinary Operations	A7
G. Hazardous Materials Spills	A7
H. Aircraft Incidents in Nearby Water and Wetland Areas	A7
I. ARFF Unit Response to Non-Aircraft Emergencies on the Airport	A8
VII. COMMUNICATIONS	A8
A. Fire Communications and Alarm Systems	A8
B. Airport Communications and Alarm Systems	A8
C. Airport, Fire and FAA Radio Procedures	A8

VIII. TRAINING PROGRAM.....	A8
A. ARFF Certification Training	A8
B. Additional Federal and State Mandated Training.....	A8
C. Training Costs	A9
IX. FACILITIES.....	A9
A. Fire Station	A9
B. Fire Station Equipment and Furnishings	A9
C. Fire Station Supplies	A9
D. Facilities Maintenance.....	A9
E. Facilities Capital Projects	A9
X. FIRE AND LIFE SAFETY INSPECTION AND SPECIAL PROGRAMS	A9
A. Uniform Fire Code Enforcement	A9
B. Fee Program/Health & Safety Code Sec. 13009 Recovery	A9
C. Fuel Storage, Handling and Dispensing.....	A10
D. Aircraft Refueler Training	A10
E. Airport Employee Safety Training	A10

ATTACHMENT NO. 1 DEFINITIONS

EXHIBIT A
SCOPE OF WORK
AIRCRAFT RESCUE FIRE FIGHTING SERVICES

I. GENERAL:

John Wayne Airport (hereinafter the AIRPORT) Management, under the direction of the Orange County Board of Supervisors and the County Executive Officer, has the responsibility of providing Aircraft Rescue Fire Fighting (ARFF) Services in accordance with Federal Aviation Regulations Part 139. These ARFF services are furnished to AIRPORT under a service contract with the Orange County Fire Authority (hereinafter the OCFA).

This ARFF Service Agreement sets forth the terms reached between AIRPORT and the OCFA for providing aircraft rescue fire fighting services to AIRPORT.

II. PURPOSE:

- 1) To provide well-supervised, qualified, and professional aircraft rescue fire fighting services at AIRPORT.
- 2) To provide aircraft rescue fire-fighting services in accordance with Federal Aviation Regulations Part 139.
- 3) To provide aircraft rescue and fire fighting services as directed by the Airport, with consideration given to the procedures recommended in Federal Aviation Administration (FAA) Advisory Circulars and International Fire Service Training Association (IFSTA) Manuals.
- 4) To maintain quality and responsiveness in the delivery of aircraft rescue fire fighting services.
- 5) To identify support functions provided to AIRPORT by the OCFA.
- 6) To identify support functions provided by AIRPORT to the OCFA for aircraft rescue fire fighting services.

III. PROVISION OF SERVICES:

In accordance with the preceding, the Director of the AIRPORT and the Fire Chief of the OCFA do mutually agree that ARFF services will be organized and provided as described in this document.

A. Management of ARFF Services:

ARFF services to the AIRPORT will be administered by one Battalion Chief assigned to the OCFA's Battalion 5, under the direction of a Division Chief, and the Assistant Chief of Operations. Day-to-day shift supervision will be provided by the on-duty shift Battalion Chief assigned to Battalion 5.

B. Inter-Agency Lines of Communication:

The AIRPORT and the OCFA will follow established lines of communication on issues affecting ARFF service. Matters related to modification or interpretation of this Agreement will be routed between the AIRPORT Director and OCFA Fire Chief. Matters of implementation and program administration will be handled by the designated ARFF Battalion Chief under the direction of the responsible Division Chief and the Deputy Airport Director, Operations. Day-to-day routine operational matters and management matters will be handled through the on-duty Battalion 5 Chief or the on-duty ARFF Captain and the AIRPORT on-duty Operations Manager.

C. Automatic/Mutual Aid Agreements:

The OCFA will establish and maintain local automatic aid and mutual aid agreements with surrounding cities for response to major incidents. The OCFA, as the Orange County Fire Services Master Mutual Aid Coordinator, will maintain a mutual aid plan that outlines policies, procedures, resources, and personnel information. This plan will be designed to assist local, county, state and federal fire service agencies in preparing for major emergencies. *The Orange County Fire Services Operational Area Mutual Aid Plan* will be an extension of and supportive of the *California Fire Services and Rescue Emergency Mutual Aid Plan*.

D. OCFA Response to Aircraft Emergencies at the AIRPORT :

The OCFA will provide in addition to the ARFF resources described in this Agreement, additional fire, medical, rescue, support, and command resources to aircraft and aircraft related emergencies at the AIRPORT. The OCFA will determine the amount and type of resources required for each category of aircraft and type of emergency. The OCFA will advise the AIRPORT of the established resource response and of any changes to that response.

E. JWA Emergency/Disaster Planning:

Emergency Planning is the responsibility of the AIRPORT as required under Federal Aviation Regulation, Subpart C, Section 139.201. The OCFA, as the provider of aircraft rescue fire fighting service, will assist the AIRPORT in emergency planning.

F. OCFA Representation on AIRPORT Committees:

OCFA representation on AIRPORT committees as requested by the AIRPORT will be appointed at the appropriate level based on availability of personnel.

G. Security Access and Identification, Airport Drivers; License:

All OCFA personnel regularly assigned to ARFF assignments, or regularly assigned as relief ARFF staff, will complete the application and training required to obtain a security access and identification badge. Security identification badges will be displayed when operating on AIRPORT property. Any OCFA employee who regularly operates an unescorted vehicle on AIRPORT property will successfully complete all requirements for an airport drivers' license. The AIRPORT will provide all required training and security access and identification badges at no cost to the OCFA, except that a replacement fee will be charged for any lost badge for which the replacement fee applies. The replacement badge fee may be paid by the OCFA employee or the OCFA, at the discretion of the OCFA.

H. FAA ATC Tower and JWA Administration Letter of Agreement:

The AIRPORT will specify in a Letter of Agreement between the Federal Aviation Administration and AIRPORT Administration, with concurrence of the OCFA the responsibilities and procedures for immediate, safe, and efficient ARFF response at the AIRPORT. Specific subjects addressed will include, but are not limited to emergency alarm systems and testing, emergency notifications, aircraft categories and alert types, tower communications and drill notifications, and OCFA use of Air Traffic Control Tower frequencies. This Letter of Agreement will be reviewed periodically, with mutually agreed revisions made, as needed.

I. Maintenance of ARFF Records and Operations Inspections:

The OCFA will maintain current and past records and documentation of fire prevention, training, and operational activities as required by FAA regulation, OCFA standard procedures, and AIRPORT standard procedures. Such records will be made available for periodic inspection as required.

The OCFA will participate in the periodic inspection and evaluation of AIRPORT facilities, equipment and operations by the FAA, as directed by the AIRPORT.

IV. ARFF STAFFING:

A. ARFF Qualified Staffing:

The OCFA will provide ARFF-qualified personnel who will operate out of Fire Station 33, an AIRPORT owned facility, at the shift staffing level as defined in this agreement. The OCFA will ensure that the staffing required by this Agreement is maintained at all times, except as may be periodically necessary. Any temporary reduction in normal staffing will be done with the prior approval of the Deputy Airport Director, Operations. Such approval will be obtained as soon as possible for any temporary reduction in staffing due to an unforeseen emergency. Full staffing will be reinstated as quickly as possible.

The OCFA will determine specific staffing levels for individual ARFF units with the concurrence of the Deputy Airport Director, Operations.

Regular Daily Staffing

The following is the constant staffing level of OCFA Aircraft Rescue Fire Fighting (ARFF) personnel assigned to John Wayne Airport ARFF pursuant to this Agreement.

Classification

Fire Captain	1
Fire Apparatus Engineer	3
Firefighter	3

B. ARFF Qualified Relief:

In order to provide sufficient personnel to provide constant qualified staffing of the ARFF function, the AIRPORT and the OCFA will jointly determine the number of additional OCFA personnel who will be provided with appropriate training to perform as ARFF qualified relief. Such personnel will be of the rank required for the position filled. The Assistant Chief of Operations will determine the number of ARFF relief personnel with the concurrence of the Deputy Airport Director, Operations.

V. ARFF APPARATUS AND EQUIPMENT

A. ARFF Apparatus and Equipment:

The AIRPORT will be responsible for providing ARFF apparatus to be operated by OCFA personnel. Apparatus provided will include a full compliment of ARFF specific equipment, including required personal protective equipment, communications equipment, rescue tools, and fire suppression agents. These purchases may be made either through the OCFA or AIRPORT purchasing procedures. The Deputy Airport Director, Operations must provide written approval prior to any purchase made directly by OCFA which exceeds \$5,000.00. The Deputy Airport Director, Operations, shall approve all purchases made directly by AIRPORT.

The AIRPORT will provide the number and type of ARFF apparatus required by FAR 139 for John Wayne Airport and, in addition, one (1) ARFF heavy fire truck with at least 1500 gallon water capacity as a relief unit. Additional ARFF vehicles and support vehicles may be provided for use on the AIRPORT by the AIRPORT or by the OCFA by agreement of the Airport Director and the OCFA Fire Chief. All specialized ARFF apparatus purchased under Part 139 requirements will, at a minimum, meet the specifications described in the FAA Advisory Circular for ARFF vehicles applicable at the time they are ordered or purchased.

The OCFA is not obligated to provide ARFF specialized apparatus, or other fire apparatus for use on or by the AIRPORT, except as specified in this Agreement.

B. ARFF Apparatus and Equipment, Maintenance:

The OCFA will service, maintain, and repair all ARFF apparatus and equipment owned by AIRPORT and operated by the OCFA. Regular apparatus and equipment preventive maintenance and repairs will be completed by the OCFA's Automotive Section, or by authorized repair vendors under contract with the OCFA. The Deputy Airport Director, Operations must provide written approval prior to any repair of AIRPORT owned ARFF vehicles when the estimated repair exceeds \$5,000.00. The labor costs related to such repairs are included in the agreed to overhead rate; therefore, OCFA shall bill AIRPORT only for parts, materials, and contracted repair costs.

C. ARFF Apparatus and Equipment, Replacement:

The OCFA and the AIRPORT will regularly review the serviceability and performance of AIRPORT ARFF apparatus. The OCFA will use its standard fleet management procedures to recommend to the

AIRPORT rotation into relief status or replacement of apparatus. The OCFA may, at its discretion, discontinue its responsibility for the maintenance and operation of an ARFF apparatus if, in the opinion of the OCFA Automotive Section manager and the ARFF Battalion Chief, the vehicle does not meet safety or serviceability standards.

Recommended ARFF apparatus and equipment replacement will be identified during the annual budget development process of the AIRPORT and the OCFA.

D. ARFF Fire Suppression Agents:

Fire suppression agents utilized at AIRPORT will meet the requirements of FAR Part 139. ARFF fire suppression agents will be normally purchased through the OCFA's purchasing procedures. The OCFA will be responsible for maintaining vendor contracts. The OCFA will maintain ample quantities of each type of agent to satisfy FAA requirements, training, and emergency needs. Costs of agents used for aircraft rescue and firefighting operations, ARFF training, or flammable liquid emergencies on the AIRPORT will be paid for by the AIRPORT.

E. ARFF Personal Protective Clothing and Equipment:

ARFF personal protective clothing and equipment, when not provided as part of ARFF apparatus purchases, may be purchased either through the OCFA or AIRPORT purchasing procedures. Personal protective clothing and equipment will meet, or exceed National Fire Protection Association (NFPA) recommended standards at the time of purchase. The OCFA will assure that all ARFF protective clothing and equipment is serviceable and in proper working order. ARFF personal protective clothing and equipment will be paid for by the AIRPORT, upon prior written approval. The OCFA will be responsible for the costs of providing any other types of fire fighting clothing and equipment to personnel assigned to the AIRPORT.

F. Fuel:

The AIRPORT will provide all fuel for equipment, apparatus, and vehicles covered by this section at no cost to the OCFA.

VI. ARFF OPERATIONS

A. Personnel Safety and Security:

The OCFA will conduct all operations with the safety and security of the public, OCFA, Sheriff, and AIRPORT personnel as its first priority.

The OCFA will work with the AIRPORT and Sheriff personnel to establish and maintain perimeter safety zones around each incident and strictly limit entry to those personnel trained and equipped to operate in hazardous conditions. The OCFA will assist in maintaining AIRPORT security measures including limiting access to secure AIRPORT areas.

B. Policy and Procedures:

The ARFF services provided by OCFA will comply with operational requirements established under FAR 139. The OCFA will observe all requirements of the AIRPORT's Certification Manual, Security Plan and Airport Rules and Regulations, which apply, to ARFF services.

C. ARFF Response:

OCFA ARFF emergency operations at John Wayne Airport will, at a minimum, be conducted in compliance with operational requirements established under FAR 139.

ARFF and airport emergency operations will be conducted in accordance with OCFA Standard Operating Procedure (SOP) for *Aircraft Incident Operations* and using known and currently recognized fire service practices.

The SOP for Aircraft Incident Operations will not be modified without the concurrence of the Deputy Airport Director, Operations.

For incidents off Airport, the AIRPORT will provide an AIRPORT Liaison to the Incident Commander for aircraft incidents involving aircraft departing from, or enroute to the AIRPORT.

D. Incident Command and AIRPORT Emergency Operations Center (EOC):

The OCFA utilizes the Incident Command System for incident management. The on-scene OCFA Incident Commander will have authority and control over an incident until such time as the incident scene is stabilized and declared safe. The OCFA Incident Commander will establish contact and work in cooperation with the AIRPORT, Orange County Sheriff's Department, Federal Aviation Administration, National Transportation Safety Board (NTSB), and other appropriate personnel during incident operations. The AIRPORT Public Information Officer will be the lead media contact for any incident on the airport and aviation incidents in the immediate vicinity of the airport.

When activated, the AIRPORT Emergency Operations Center (EOC) will be the official coordination point for AIRPORT emergency functions. Upon notification of EOC activation the OCFA Emergency Communications Center, or the Incident Commander, will assign a fire representative to the EOC. The OCFA Incident Commander will maintain contact with the EOC to request AIRPORT resources, and will provide periodic updates on incident status. The OCFA Incident Commander will work with the EOC to transition the incident, as it becomes stabilized, from OCFA control to AIRPORT, or other appropriate agency control.

E. Aircraft Removal/Wreckage Preservation:

OCFA ARFF personnel will operate an AIRPORT owned mobile crane and other equipment for the removal of light aircraft from taxiways and runways. OCFA personnel will only move aircraft at the direction of on-scene AIRPORT Operations managers, or their designees. The OCFA does not assume liability for damages that result from crane operations.

OCFA personnel will take reasonable precautions to preserve aircraft wreckage for post-incident investigation.

F. Extraordinary Operations:

The OCFA and AIRPORT agree to cooperate in providing additional ARFF personnel to staff relief apparatus during times of extraordinary AIRPORT operations. Extraordinary operations may include, but are not limited to temporary increases in AIRPORT index, increased security alerts, or diversion of flights from other airports. An increase in ARFF staffing must be approved by the OCFA's Assistant Chief of Operations and the Deputy Airport Director, Operations, or their designees. The AIRPORT will pay for costs of extraordinary operations.

G. Hazardous Materials Spills:

OCFA personnel assigned to Fire Station 33 will respond to all reported hazardous materials spills on AIRPORT. ARFF personnel will take necessary actions to control or mitigate the hazard and standby for responsible party cleanup. The AIRPORT, as an entity of the County of Orange, may receive the services of the Orange County-City Hazardous Materials Emergency Response Authority (OCCHMERA) under the provisions of the OCCHMERA Agreement.

H. Aircraft Incidents in Nearby Water and Wetland Areas:

ARFF response to any aircraft crash incident into nearby water and wetland areas will be conducted according to the procedures in OCFA Standard Operating Procedure, *Aircraft Incident Operations*.

Neither the AIRPORT nor the OCFA is obligated to provide specialized water rescue resources or personnel as part of this Agreement. In the event of an aircraft incident in the Upper or Lower Newport Bay area, or into the ocean, the OCFA may provide technical rescue personnel, to assist in water rescue operations.

I. ARFF Unit Response to Non-Aircraft Emergencies on the Airport:

ARFF units as specified in OCFA response guidelines will be dispatched to reported fires, hazardous materials incidents, medical emergencies, and automatic fire alarm incidents on the AIRPORT property. During all such incidents ARFF units and personnel will remain available for immediate response to declared aircraft emergencies.

VII. COMMUNICATIONS

A. Fire Communications and Alarm Systems:

The OCFA will provide for the installation, maintenance, replacement, and upgrading of all station alarm, radio, computers, network devices, and communications equipment necessary for fire agency resource communications including; dispatch computers, mobile and portable radios, mobile data terminals and pagers. The cost of any equipment and the cost of installation and maintenance of such equipment in AIRPORT owned apparatus or fire stations would be paid for by the AIRPORT.

B. AIRPORT Communications and Alarm Systems:

The AIRPORT will provide for the installation, maintenance, replacement, and upgrading of all station alarm, radio, and equipment necessary for communications with the Air Traffic Control Tower (ATC), aircraft, and AIRPORT Administration.

The AIRPORT shall provide such communications equipment as required by the OCFA for OCFA locations and units used directly and regularly in command or support of ARFF operations at the AIRPORT, including, but not limited to the OCFA's Emergency Communications Center, and the Battalion 5 Chief's vehicle. The AIRPORT may, at its discretion, provide such communications equipment as requested by the OCFA for other locations and units providing support to ARFF operations.

Use of AIRPORT administrative, aircraft, and ATC frequencies by the OCFA must be approved by the Airport Director, or designee, and by the Federal Aviation Administration as required by regulation.

C. AIRPORT, Fire and FAA Radio Procedures:

The OCFA and the AIRPORT will establish operational radio procedures for routine and emergency ARFF operations that will be followed by ARFF personnel and by OCFA ARFF command and support personnel. All emergency radio communications will be conducted according to the procedures described in OCFA Standard Operating Procedures, Airport Certification Manual, and other relevant regulations.

VIII. TRAINING PROGRAM

A. ARFF Certification Training:

All OCFA personnel in ARFF assignments will meet the minimum training and certification standards of the OCFA. The OCFA will assure that all personnel assigned to Fire Station 33 are trained in aircraft rescue and fire fighting. This training curriculum shall include initial and recurrent instruction in all areas listed in FAR Part 139. ARFF training will be based upon state or national ARFF standards. The minimum training requirements for ARFF certification will be jointly determined by agreement of the OCFA Assistant Chief of Operations and the Deputy Airport Director, Operations.

B. Additional Federal and State Mandated Training:

The OCFA shall provide all additional Federal and State mandated Firefighter and ARFF Firefighter training to personnel assigned to Fire Station 33.

C. Training Costs:

Costs associated with specialized ARFF training for regularly assigned and ARFF qualified relief personnel will be paid for by the AIRPORT. All specialized ARFF training must have prior written approval by the Deputy Airport Director, Operations.

IX. FACILITIES

A. Fire Station:

The AIRPORT will provide a suitable fire station for use by the OCFA in the provision of ARFF services. This facility, including all utility services and repairs, will be provided at no cost to the OCFA.

B. Fire Station Equipment and Furnishings:

The AIRPORT will provide necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the AIRPORT.

The OCFA, at its option and cost, may provide at its discretion additional equipment or replacement items necessary for the operation of the fire station. Such items shall remain the property of the OCFA.

The property and inventory tracking and management procedures of the AIRPORT and OCFA will be used, as appropriate to ownership, for all designated property.

C. Fire Station Supplies:

The OCFA will provide all facility supplies utilized at the fire station. Supplies are defined as non-controlled expendable items and housekeeping equipment. The cost of such items will be paid for by the AIRPORT.

D. Facilities Maintenance:

The AIRPORT will maintain the fire station to a standard acceptable to AIRPORT Management and the OCFA. Facility maintenance and repairs will be requested, documented and conducted according to the AIRPORT procedures.

E. Facilities Capital Projects:

Capital projects associated with the fire station will be planned, budgeted and completed by AIRPORT in consultation with the ARFF Battalion Chief according to AIRPORT procedures.

X. FIRE AND LIFE SAFETY INSPECTION AND SPECIAL PROGRAMS

A. Uniform Fire Code Enforcement:

The OCFA is responsible and authorized to administer and enforce the Uniform Fire Code as adopted by the Orange County Board of Supervisors for all property, businesses, and operations within the jurisdiction of the OCFA located on the AIRPORT. Personnel assigned to ARFF under this Agreement will provide, or assist in the provision of fire code enforcement inspections of AIRPORT property and other occupancies located on the airport property.

B. Fee Program/Health & Safety Code Sec. 13009 Recovery:

The AIRPORT is exempt from fire prevention fees normally imposed for required OCFA permits and for non-compliance with the applicable Uniform Fire Code. Privately owned or operated businesses, individual air carriers, and Fixed Base Operators are not exempt from such fees and also may be subject to California Health and Safety Code Section 13009, that allows public safety agencies to seek recovery for the costs of mitigating hazardous conditions caused as a result of negligent act or omission.

C. Fuel Storage, Handling and Dispensing:

OCFA personnel will inspect all fuel storage, handling, and dispensing facilities as needed, and at least quarterly for compliance with Uniform Fire Code and Federal Aviation Administration requirements. The OCFA will work in cooperation with operators of AIRPORT fuel storage, handling and dispensing facilities to insure compliance with Federal Aviation Administration fuel storage, handling, and dispensing requirements. OCFA fire prevention activities at the AIRPORT will be conducted according to the policies and procedures of the OCFA.

OCFA personnel will inspect all aircraft refueler vehicles as necessary, and at least quarterly for compliance with Uniform Fire Code and Uniform Fire Code Standard requirements.

D. Aircraft Refueler Training:

The OCFA ARFF personnel will provide operating safety and fire prevention classes for aircraft refueler employees of Fixed Base Operators and Refueler Operators at the AIRPORT. The AIRPORT is responsible for all costs and billing associated with these training classes.

E. AIRPORT Employee Safety Training:

The OCFA will provide safety training including, CPR and Fire Extinguisher training classes to AIRPORT employees and air carrier or Fixed Base Operators at the AIRPORT. These classes will be scheduled at the discretion of the ARFF Battalion Chief, based on the availability of resources and time commitments.

ATTACHMENT NO. 1

DEFINITIONS

The following terms as used in this Agreement shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

Adequate shall mean, able to satisfy a requirement; suitable.

Apparatus shall mean the specialized vehicles designed for use in suppression of fire, rescue, command of emergency incidents, and specialized support of emergency operations.

Appropriate shall mean, suitable for a particular person, condition, occasion, or place.

ARFF shall mean Aircraft Rescue and Fire Fighting and refers generally to the functions and services associated with the control and mitigation of crashes, fires, hazardous conditions, and other incidents related to the airport and aircraft operations.

ARFF Battalion Chief shall mean the Battalion 5 Chief assigned the responsibility for administration and management of the aircraft rescue fire fighting program.

ARFF Captain shall mean a regularly assigned or ARFF-qualified relief Fire Captain.

Automatic Aid shall mean written agreements for the response of available fire and rescue resources from other jurisdictions, or the resources responding as part of those agreements

Category I Aircraft shall mean any single engine general aviation aircraft.

Category II Aircraft shall mean any multi-engine aircraft weighing 12,500 lbs. or less.

Category III Aircraft shall mean any multi-engine aircraft weighing more than 12,500 lbs. and all jet aircraft including jet helicopters.

Certified shall mean to guarantee as meeting a standard.

Deputy Airport Director, Operations shall mean the person holding that title at John Wayne Airport or their designee.

Equipment shall mean the tools, appliances, and devices used for fire suppression, rescue, command, and support. Examples include, but are not limited to, nozzles, cutting tools, and air cylinders. It shall also mean those tools, appliances, and devices used in the day to day operation of the fire station; for example, grinders, clothes dryer, drill, and computers.

Extraordinary Operations shall mean a temporary increase in air carrier and/or AIRPORT operations beyond what is ordinary or usual.

Federal Aviation Regulations Part 139 (FAR 139) The United States Department of Transportation Federal Aviation Administration's regulations for: *Certification and Operations: Land Airports Serving Certain Air Carriers*.

First Line Service shall mean equipped, staffed and available for immediate response.

Furnishings shall mean furniture and related items needed for use and habitation of the fire station, including beds, curtains, partitions, chairs, desks, etc.

Hours of Flight Operations shall mean the period of time the AIRPORT is available for takeoffs or landings by aircraft.

Indirect Cost Rate Proposal (ICRP) shall mean the methodology used by the AUTHORITY in billing indirect costs for various reimbursement claims. This rate is calculated as a ratio of indirect costs to direct costs.

Immediate Vicinity shall mean a nearby, surrounding, or adjoining region. When used in relation to distance shall not exceed one mile from the AIRPORT perimeter.

Mutual Aid shall mean the exchange of emergency resources between jurisdictions under the statewide master mutual aid agreement.

Mutually Agreed shall mean having the same relationship each to the other to determine, by common consent, one opinion.

Occupant shall mean one who has certain legal rights to or control over the premises he occupies, tenant or owner.

Periods of Air Carrier Operations shall mean the period of time the AIRPORT is available for takeoffs or landings by commercial passenger air carrier aircraft.

Qualified shall mean competent, suited, or having met the requirements for a specific position or task.

Rank for Rank shall mean replacement of a person with another person holding the same rank.

Regularly Assigned shall mean an employee filling a post position in accordance with the normal transfer policy, not a relief employee.

Qualified Relief shall mean a qualified employee assigned to cover in the absence of a regularly assigned employee.

Relief Status shall mean apparatus or equipment available to be placed in first line service.

Responsible Party shall mean any person or group causing a hazardous condition as a result of a negligent act or omission.

Serviceable shall mean ready for service, usable.

**AMENDMENT NO. 1 TO
AGREEMENT S1000000270
FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES
AT JOHN WAYNE AIRPORT**

THIS AMENDMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "AIRPORT", which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors through the Purchasing Agent or his designee entered into Agreement No. S1000000270, hereinafter referred to as "Agreement", with the OCFA for the continued ARFF services for John Wayne Airport (JWA) effective July 1, 2002; and

WHEREAS, both Parties are desirous to amend the Agreement to change the agreed upon overhead rate for compensation computation purposes and update the OCFA contact information;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- I. Section 6. Compensation and Terms of Payment of the Agreement shall be amended retroactively to July 1, 2005 to reduce the overhead rate and shall read in its entirety as follows:

6. COMPENSATION AND TERMS OF PAYMENT

Compensation:

- a) The OCFA will provide AIRPORT with a detailed, written estimate of their proposed charge for the following fiscal year by February 1, 2006.

The estimated charge will be based on direct salaries and employee benefits costs budgeted by OCFA for employees assigned to Station 33 ARFF. It will also include an estimate for backfill overtime required for coverage during sick leave, vacation, or other absences that is based on prior year usage at Station 33 ARFF; An estimate of services and supplies (including vehicle repair); and overhead based on the agreed to rate of 7.36%.

After adoption of the OCFA's budget, OCFA will provide the AIRPORT with a final budget document that includes the same detail as the estimate provided in February.

- b) The charge for ARFF services will be billed to the AIRPORT monthly in arrears, based on the following actual costs:
1. Direct salaries and employee benefits will be based on actual employees assigned to Station 33 ARFF including backfill required for coverage during sick leave, vacation, or other absences.
 2. Overhead costs will be billed based on the agreed rate using the Indirect Cost Rate Proposal (ICRP) methodology. The agreed overhead rate (7.36%) will be applied to

direct salaries and employee benefits.

3. Direct services and supplies rendered to Station 33 ARFF will be billed based on actual costs of items provided. Individual vehicle repairs exceeding \$5,000 must have prior written approval by the AIRPORT.
4. Depreciation of equipment used at Station 33 ARFF will be billed based on the annual depreciation amount if that equipment was purchased by the OCFA. The OCFA will, upon request, verify all equipment being depreciated under this Agreement (if applicable).
- c) Such amounts are due and payable within thirty (30) days of receipt of a billing thereof. Upon request, the OCFA will provide the AIRPORT with supporting documentation.
- d) OCFA, from time to time utilizes Airport Facilities (including, Airport's Fire Station 33) for training programs to train other than OCFA employees assigned to AIRPORT pursuant to this agreement. As compensation therefore, OCFA shall not charge Airport for any portion of OCFA's costs or debt service related to Regional Fire Operations and Training Center (RFOTC).

OCFA's use of AIRPORT facilities for training purposes requires the prior written approval of the Deputy Airport Director, Operations.

2. Section 11. Notices of the Agreement shall be amended to update OCFA contact information and shall read in its entirety as follows:

11. NOTICES

Any and all notices, requests, demands and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no greater than four (4) calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate Party at the following address or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid:

For OCFA: Name: Orange County Fire Authority
 Address: 1 Fire Authority Road
 Irvine, CA 92602
 Attn: Chip Prather, Fire Chief
 Telephone: 714-573-6010
 Fax: 714-368-8800

For County: Name: County of Orange
 John Wayne Airport
 Address: 3160 Airway Avenue
 Costa Mesa, CA 92626
 Attn: Alan L. Murphy
 Telephone: 949-252-5183
 Fax: 949-252-5178

3. All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This

Amendment does not modify, alter or amend the Agreement in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

Orange County Fire Authority

Date: 11-22-05

By: [Signature]
Title: Fire Chief

County of Orange,
a Political Subdivision of the State of California

Date: 11-29-05

By: [Signature]
Title: Asst. Airport Director

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature]
Deputy

Date: 11/29/05

APPROVED AS TO FORM:
OCFA - General Counsel

By: [Signature]
Terry C. Andrus

Date: October 24, 2005

**AMENDMENT NO. 2 TO
AGREEMENT S1000000270
FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES
AT JOHN WAYNE AIRPORT**

THIS AMENDMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "AIRPORT", which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors through the Purchasing Agent or his designee entered into Agreement No. S1000000270, hereinafter referred to as "Agreement", with the OCFA for the continued ARFF services for John Wayne Airport (JWA) effective July 1, 2002; and

WHEREAS, the Airport and OCFA amended the Agreement to change the agreed upon overhead rate for compensation computation purposes and update the OCFA contact information; and

WHEREAS, both Parties are desirous to amend the Agreement to extend for two additional months;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. The term of S1000000270 shall be extended for a period of two (2) months effective July 1, 2006 through August 31, 2006.
2. All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter or amend the Agreement in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

Date: 8/7/06

Orange County Fire Authority
By: [Signature]
Title: Fire Chief

Date: 8.30.06

County of Orange,
a Political Subdivision of the State of California
By: [Signature]
Title: Assistant Airport Director

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature]
Deputy

Date: Aug 30, 2006

APPROVED AS TO FORM:
OCFA

By: [Signature]
Terry C. Andrus

Date: July 31, 2006

**AMENDMENT NO. 3 TO
AGREEMENT NO. S1000000270
FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES
AT JOHN WAYNE AIRPORT**

THIS AMENDMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "AIRPORT", which are sometimes individually referred to as "Party" or collectively referred to as "Parties.

RECITALS

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors through the Purchasing Agent or his designee has entered into Agreement No. S1000000270, hereinafter referred to as "Agreement", with the OCFA for continued ARFF services for the AIRPORT effective July 1, 2002; and

WHEREAS, the AIRPORT and the OCFA have previously amended the Agreement to change the agreed upon overhead rate for compensation computation purposes, update the OCFA contact information and extend the Agreement for two (2) additional months; and

WHEREAS, both Parties are desirous to amend the Agreement effective September 1, 2006 to extend the term, institute a cap on annual adjustments, and change the agreed upon overhead rate for compensation computation purposes;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Section 2. Term of Agreement shall be amended to extend the Agreement term for five (5) years and shall read in its entirety as follows:

2. **TERM OF AGREEMENT**

The term of Agreement S1000000270 shall be extended for a period of five (5) years effective September 1, 2006 through August 31, 2011..

2. Section 6. Compensation and Terms of Payment shall be amended to institute a cap on annual adjustments and reduce the overhead rate for compensation computation purposes and shall read in its entirety as follows:

6. **COMPENSATION AND TERMS OF PAYMENT**

Compensation:

- a) The charge for ARFF services for the 2006/07 fiscal year shall be four million, six thousand, eight hundred and ninety-one dollars (\$4,006,891).

- b) For future years, the charge for ARFF services will be based on the lesser of 1) or 2) below, and then adjusted by 3) below:
- 1) The sum of the following costs:
 - i. Direct salaries and employee benefits budgeted for actual employees assigned to Station 33 ARFF including backfill required for coverage during sick leave, vacation, or other absences.
 - ii. Overhead costs based on the overhead rate of 6.97% applied to direct salaries and employee benefits.
 - iii. Direct services and supplies rendered to Station 33 ARFF based on budgeted costs of items to be provided.
 - iv. Depreciation of equipment used at Station 33 ARFF based on the annual depreciation amount if that equipment was purchased by the OCFA. The OCFA will, upon request, verify all equipment being depreciated under this Agreement (if applicable).
 - 2) One hundred and four percent (104%) of the previous year's charge.
 - 3) Annual charges may be further adjusted based on the following:
 - i. In the event that method 1) above yields an increase greater than 4% over the previous year's charge, the increase over 4% will be recorded (or "banked") for future recapture in a subsequent year if and when cost increases are less than 4%.
 - ii. In the event that method 1) above yields an increase less than 4% over the previous year's charge, and if excess increases over 4% have been previously banked from prior years, the banked increase may be recaptured up to the 4% cap on current year increases.
 - iii. In the event that the AIRPORT requests any extraordinary Services and Supplies expenditures, OCFA will add those costs to the current year's charge for service upon obtaining prior written approval by the AIRPORT. This additional charge will be added over and above the 4% cap on annual increases and will not be included in the base charge calculation for the following year.
- c) The OCFA will provide AIRPORT with a detailed, written estimate of their proposed charge for the following fiscal year by February 1st of each year and the final charge will be provided by June 1st of each year.
- d) Annual charges for ARFF services will be billed to the AIRPORT monthly in arrears in an amount equal to one twelfth (1/12th) of the final service charge.
- e) Such amounts are due and payable within thirty (30) days of receipt of a billing thereof. Upon request, the OCFA will provide the AIRPORT with supporting documentation.

- f) OCFA, from time to time utilizes AIRPORT facilities (including AIRPORT's Fire Station 33) for training programs to train other than OCFA employees assigned to AIRPORT pursuant to this agreement. As compensation therefore, OCFA shall not charge AIRPORT for any portion of OCFA's costs or debt service related to Regional Fire Operations and Training Center (RFOTC).

OCFA's use of AIRPORT facilities for training purposes requires the prior written approval of the Deputy Airport Director, Operations.

3. All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter, or amend the Agreement in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the dates shown opposite their respective signatures below.

Date: 9/28/06

Orange County Fire Authority

By: 

Title: BOARD CHAIR
"OCFA"

County of Orange, a Political Subdivision
of the State of California

Date: 10/10/06

By: Loan Gibson

Title: Assistant Airport Director
"County of Orange, John Wayne Airport"

APPROVED AS TO FORM:
COUNTY COUNSEL

By: Richard V. Quisenberry
Deputy

Date: 10/10/06

APPROVED AS TO FORM:
OCFA COUNSEL

By: Terry C. Andrus
Terry C. Andrus

Date: 9-26-06

AMENDMENT NUMBER FOUR
TO
AGREEMENT NO. S1000000270
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
ORANGE COUNTY FIRE AUTHORITY
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES

THIS AMENDMENT Number Four, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, COUNTY and OCFA entered into Agreement S1000000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,301,494, hereinafter referred to as "AGREEMENT"; and,

WHEREAS, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$4,046,006; and,

WHEREAS, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,418,017; and,

WHEREAS, both PARTIES are desirous to extend the AGREEMENT for three (3) additional months;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

1. Extend AGREEMENT expiration date through and including November 30, 2011.
2. Increase AGREEMENT amount by \$1,186,391 (an increase less than the 4% cap on annual adjustments) for a new total amount of \$37,619,723 for the nine years and five months of the AGREEMENT.
3. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

///

///

///

///

IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY

Keith Richter Keith Richter Fire Chief 8/25/11
Signature Print Name Title Date

Signature Print Name Title Date

COUNTY AUTHORIZED SIGNATURE:

Roy K. Freeman Roy K. Freeman Deputy Airport Director 9/7/11
Signature Print Name Title Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County Fire Authority

Terry C. Andrus 8/17/11
Terry C. Andrus Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Steve Miller 8/11/11
Steve Miller, Deputy Date

Approved by Board of Supervisors on: 8/23/11
Date

**AMENDMENT NUMBER FIVE
TO
AGREEMENT NO. S1000000270
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
ORANGE COUNTY FIRE AUTHORITY
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES**

THIS AMENDMENT Number Five, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, COUNTY and OCFA entered into Agreement S1000000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,301,494, hereinafter referred to as "AGREEMENT"; and,

WHEREAS, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$4,046,006; and,

WHEREAS, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,418,017; and,

WHEREAS, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with actual charges of \$1,186,391; and,

WHEREAS, both PARTIES are desirous to extend the AGREEMENT for one (1) additional year;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

1. Extend AGREEMENT expiration date through and including November 30, 2012.
2. Increase AGREEMENT amount by an amount not to exceed \$4,824,657, for a new total amount not to exceed \$42,444,380 for the ten years and five months of the AGREEMENT.
3. Pursuant to Section 6 of the AGREEMENT, OCFA will provide AIRPORT with a detailed written estimate of proposed FY 2012/13 monthly charges by February 1, 2012, and the final charge will be provided by June 1, 2012.
4. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

///

IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY

Keith Richter Keith Richter Fire Chief 12/15/11
Signature Print Name Title Date

Signature Print Name Title Date

COUNTY AUTHORIZED SIGNATURE:

Roy K. Freeman Roy K. Freeman Deputy Airport Director 12/20/11
Signature Print Name Title Date

APPROVED AS TO FORM
Orange County Fire Authority

Terry C. Andrus 11/23/11
Terry C. Andrus Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Steve Miller 11/23/11
Steve Miller, Deputy Date

Approved by Board of Supervisors on: 11/22/11
Date

AMENDMENT NUMBER SIX
TO
AGREEMENT NO. S1000000270
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
ORANGE COUNTY FIRE AUTHORITY
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES

THIS AMENDMENT Number Six, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, COUNTY and OCFA entered into Agreement S1000000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,317,009, hereinafter referred to as "AGREEMENT"; and,

WHEREAS, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$3,994,977; and,

WHEREAS, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,488,863; and,

WHEREAS, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with an Agreement amount of \$1,186,391; and,

WHEREAS, PARTIES executed Amendment Number Five to extend the AGREEMENT for one (1) additional year, effective December 1, 2011 through and including November 30, 2012, in an amount not to exceed \$4,824,657; and,

WHEREAS, both PARTIES are desirous to extend the TERM OF AGREEMENT for five (5) additional years, modify Exhibit A – Section IV – ARFF STAFFING and modify Exhibit A – Section IX – FACILITIES to include a Maintenance Fund.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

1. Extend TERM OF AGREEMENT expiration date through and including November 30, 2017.

2. Amend the Regular Daily Staffing identified in Exhibit A – Section IV – ARFF STAFFING to read as follows:

A. Regular Daily Staffing

The following is the constant staffing level of OCFA ARFF personnel assigned to JWA ARFF pursuant to this AGREEMENT.

Classification

Fire Captain	1
Fire Apparatus Engineer	2*
Firefighter	3

* Reduction of one (1) Fire Apparatus Engineer per shift due to purchase of a Rapid Intervention Vehicle (RIV) by JWA for OCFA use.

3. Amend Exhibit A – Section IX – FACILITIES to read as follows:

A. Fire Station:

AIRPORT will provide a suitable fire station for use by OCFA in the provision of ARFF services. This facility including all utility services and repairs will be provided at no cost to OCFA.

B. Fire Station Equipment and Furnishings:

AIRPORT will provide necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the AIRPORT.

OCFA, at its option and cost, may provide at its discretion additional equipment or replacement items necessary for the operation of the fire station. Such items shall remain the property of OCFA.

The property and inventory tracking and management procedures of the AIRPORT and OCFA will be used, as appropriate to ownership, for all designated property.

C. Fire Station Supplies:

OCFA will provide all facility supplies utilized at the fire station. Supplies are defined as non-controlled expendable items and housekeeping equipment. The cost of such items will be paid for by AIRPORT.

D. Facilities Maintenance:

AIRPORT will maintain the fire station to a standard acceptable to AIRPORT Management and OCFA.

E. Annual Maintenance Fund:

AIRPORT shall provide an annual maintenance fund for the purpose of providing OCFA the ability to repair/replace AIRPORT owned fire station equipment and furnishing and perform minor repairs on the fire station building.

AIRPORT shall make an initial payment to OCFA of \$15,000. This account shall be referred to as "AIRPORT'S Annual \$15,000 Maintenance Fund". Expended funds shall be replenished to \$15,000 by AIRPORT annually, and expended by OCFA in accordance with the following procedure:

- 1) OCFA shall submit a quote to AIRPORT Deputy Airport Director, Operations and AIRPORT Maintenance Manager for approval prior to any purchases or repairs.

- 2) Minor maintenance or repairs costing less than \$1,000 will be funded through the AIRPORT'S base Service Charge and, therefore, shall be paid by OCFA out of its General Fund. These repairs will not be charged to AIRPORT'S \$15,000 Maintenance Account.
- 3) Maintenance, repair, alteration, or improvement projects greater than \$1,000 but less than the remaining balance in AIRPORT'S Maintenance Account shall be paid from AIRPORT'S Maintenance Account.
- 4) Actual final invoice(s) will be submitted with the next OCFA monthly invoice.
- 5) It shall be the responsibility of OCFA to not exceed the \$15,000 in the AIRPORT'S Annual Maintenance Account.
- 6) At the end of this five-year CONTRACT period, an accounting of the AIRPORT'S \$15,000 Maintenance Fund will be conducted by the AIRPORT. Any funds remaining in the fund will be deducted from the OCFA final invoice for the CONTRACT period.

F. Facilities Capital Projects:

Capital projects associated with Fire Station 33 will be planned, budgeted and completed by AIRPORT in consultation with ARFF Program Manager (Battalion Chief) according to AIRPORT procedures.

4. Increase AGREEMENT by a not to exceed amount of \$23,675,813, including the AIRPORT'S Annual \$15,000 Maintenance Account, for a new total amount not to exceed \$66,155,525 for the 15 years and 5 months of the AGREEMENT.
5. Pursuant to Section 6 of the AGREEMENT, OCFA will provide AIRPORT with a detailed written estimate of proposed Fiscal Year 2013-14 monthly charges by February 1, 2013, and the final charge will be provided by June 1, 2013.
6. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

///

///

///

///


///

///

///

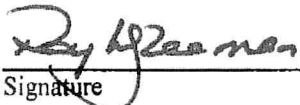
IN WITNESS WHEREOF, PARTIES hereto have executed this AMENDMENT on the dates shown below their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY:

	Keith Richter	Fire Chief	11/26/12
Signature	Print Name	Title	Date

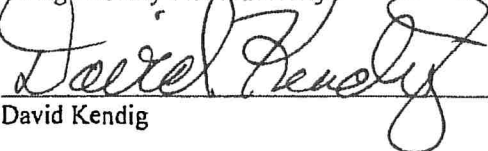
Signature	Print Name	Title	Date
-----------	------------	-------	------

COUNTY AUTHORIZED SIGNATURE:

	Roy K. Freeman	Deputy Airport Director	26 NOV 12
Signature	Print Name	Title	Date

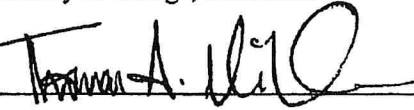
APPROVED AS TO FORM:

Orange County Fire Authority

	11/26/12
David Kendig	Date

APPROVED AS TO FORM:

Office of the County Counsel
County of Orange, California

	11/19/12
	Date

Approved by Board of Supervisors on: 11/20/12

**AMENDMENT NUMBER SEVEN
TO
AGREEMENT NO. S1000000270
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
ORANGE COUNTY FIRE AUTHORITY
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES**

THIS AMENDMENT Number Seven, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, COUNTY and OCFA entered into Agreement S1000000270, effective July 1, 2002, through June 30, 2005, for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,317,009, hereinafter referred to as "AGREEMENT"; and,

WHEREAS, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005, through and including June 30, 2006, with actual charges of \$3,994,977; and,

WHEREAS, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006, through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006, through and including August 31, 2011, with actual charges of \$21,488,863; and,

WHEREAS, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011, through and including November 30, 2011, with actual charges of \$1,186,391; and,

WHEREAS, PARTIES executed Amendment Number Five to extend the AGREEMENT for one (1) additional year, effective December 1, 2011, through and including November 30, 2012, with actual charges of \$4,824,657; and,

WHEREAS, PARTIES executed Amendment Number Six to extend the AGREEMENT for five (5) additional years, effective December 1, 2012, through and including November 30, 2017, with actual charges of \$22,136,111; and,

WHEREAS, both PARTIES are desirous to extend the TERM OF AGREEMENT for five (5) additional years.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

The AGREEMENT is hereby modified as follows:


1. Extend TERM OF AGREEMENT expiration date through and including November 30, 2022.
2. Increase AGREEMENT by a not to exceed amount of \$26,489,760 for a new total amount not to exceed \$91,105,584 for the 20 years and 5 months of the AGREEMENT.
3. Except as amended herein, all terms and conditions of the AGREEMENT as amended by Amendments Number One through Six, are incorporated by this reference as if fully set forth herein and shall remain in force.

IN WITNESS WHEREOF, PARTIES hereto have executed this AMENDMENT on the dates shown adjacent to their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY:

	Jeff Bowman	Fire Chief	06/22/17
Signature	Print Name	Title	Date

COUNTY AUTHORIZED SIGNATURE:

	Gene DUMAS	Purchasing MGR	10/19/17
Signature	Print Name	Title	Date

APPROVED AS TO FORM:

Orange County Fire Authority

	6/8/17
David Kendig	Date

APPROVED AS TO FORM:Office of the County Counsel
County of Orange, California

	7.18.17
	Date

Approved by Board of Supervisors on:

10/17/17



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 2022

Agenda Item No. 2D
Consent Calendar

Blanket Order Contract Renewal and Rate Adjustment
for General Counsel Services

Contact(s) for Further Information

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Summary

This agenda item is submitted for approval to renew the previously approved blanket order for general counsel services provided by Woodruff Spradlin & Smart (WSS) which will include an increase to the contract rate for its blended legal services, from \$215 per hour to \$275 per hour and from \$100 to \$150 per hour for paralegal services.

Prior Board/Committee Action

At its January 15, 2015 meeting, the Executive Committee reviewed historical information about services provided by general counsel to OCFA since the formation of the Fire Authority and directed staff to continue utilizing services provided by WSS through February 28, 2019.

At its January 24, 2019, meeting the Executive Committee approved a blanket order renewal and contract rate adjustment (from \$190 to \$215/hour) for General Counsel Services in an amount of \$525,000, with annual increases due to usage not to exceed 3%.

At its January 23, 2020 meeting, the Executive Committee approved an increase to the blanket order by \$146,610 for a new annual amount not to exceed \$675,000.

At its April 28, 2022 meeting, the Executive Committee approved an extension of the blanket order with WSS through August 31, 2022 in an amount not to exceed \$337,500 to allow sufficient time for staff to schedule a review of General Counsel by the Board of Directors.

RECOMMENDED ACTION(S)

1. Approve hourly rate increases from \$215 to \$275 per hour for blended legal services and \$100 to \$150 for paralegal services with Woodruff, Spradlin & Smart, effective September 1, 2022.
2. Approve and authorize the Purchasing Manager to renew the previously approved blanket order with Woodruff, Spradlin & Smart for three years at an annual amount not to exceed \$675,000, with annual increases due to usage not to exceed 3%.
3. Direct staff to schedule an evaluation of General Counsel, to be conducted by the Board of Directors and completed no later than one year prior to the next contract renewal date of March 1, 2025.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the FY 2022/23 Executive Management Department budget.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

Contract Award

In accordance with the Amended OCFA Joint Powers Agreement which states that “the Board shall appoint general counsel and special counsel to the Authority to serve as necessary”, along with Section 1-19 of OCFA Procurement Ordinance 009, the OCFA has continued to utilize Woodruff, Spradlin & Smart (formerly Rourke, Woodruff & Spradlin) for General Counsel Services since November 1995. In 2011, a new Professional Services Agreement was entered into reflecting the change of the firm name to the current WSS and naming David E. Kendig as General Counsel. This agreement remains in effect unless terminated by either party with thirty-day written notice. Additionally, the functional mechanism by which these services are paid for utilizes a blanket order, which was most recently approved by the Executive Committee on April 28, 2022 through August 31, 2022 to allow sufficient time for staff to schedule a review of General Counsel by the Board of Directors.

Current Request

Staff is requesting the Executive Committee’s approval to renew the blanket order for three years at an annual cost of \$675,000, with annual increases not to exceed 3% due to increases in usage. In addition, staff is requesting approval to adjust the hourly rate.

The current hourly rate of \$215 for our General Counsel, Woodruff, Spradlin & Smart, has been in effect since January of 2019. Since that time, a market survey of legal services indicates that the requested adjustment is well within prevailing rates - particularly for the other regional agencies (see comparison included in Attachment 2). The proposed rates for general counsel and paralegal services are inclusive of all costs, including travel.

Mr. Kendig and the other associates of Woodruff, Spradlin & Smart have continued to represent the OCFA since 1995. The depth of expertise available through this firm, along with accessibility and responsiveness is clearly outstanding. In addition to the day-to-day duties associated with use of legal counsel in reviewing legal and binding documents, such as agreements, contracts, and leases; personnel related duties; presentation of Closed Session reports; and general legal representation, the following highlights some of its major accomplishments in recent years:

- Coordinated negotiations with Southern California Edison, Coulson Aviation and others for funding and implementation of Quick Reaction Force program
- Negotiated agreements for funding and implementation of FIRIS programs
- Engaged aviation insurance carrier regarding coverage for non-owned aircraft for QRF and FIRIS programs
- Managed cities’ and fire agencies’ responses to proposed Ambulance Ordinance revisions
- Prepared comprehensive updates to OCFA’s standard construction contracts
- Avoided litigation against OCFA by educating potential plaintiffs’ counsel about firefighting immunities

- Supervised responses to CAL-OSHA investigations and findings
- Prepared amendments to Purchasing Ordinance regarding “special procurements” and sole source purchases
- Advised staff in Search & Rescue facilities’ renovation and soil cleanup
- Successfully defended OCFA in arbitration challenging employment action
- Coordinate responses to demands to inspect evidence seized during investigations into causes of fires
- Advised OCFA staff in responses to Station 49 contractor delays and disputes
- Prepared amendments to Board Rules of Procedure
- Managed liability limitation strategies to facilitate child safety seat installation program
- Lease/purchase of two Bell Helicopters
- The acquisition of Fire Station 41 (Fullerton Airport), development of sub-leases for use of additional available space within the facility, and training tower lease
- Establishment of a Cooperative Agreement with County of Orange regarding Proposition 1A Receivables, estimated the impact to OCFA at \$14 million dollars. Development of a side agreement between the two parties to ensure that the OCFA’s portion of property taxes would be included in the County’s securitization and would be paid to the OCFA shortly after the transaction closes
- Establishment and legal support of the Orange County Fire Authority Foundation
- Annexation of Sunset Beach by the City Huntington Beach and transfer of fire and emergency services, and marketing and sale of Fire Station 3
- Creation and implementation of the OCFA’s Handcrew, Fire Corp, and Fraud Hotline
- District Attorney investigation of hazardous materials inspections
- Various Grand Jury Responses
- Providing legal insight into the equity issue and service on the Equity Working Group
- Transition of the City of Santa Ana service to the OCFA
- Urban Search and Rescue Warehouse Purchase and Construction Project
- AB1217 Defense
- OCFA Joint Powers Amendments 2, 3, and 4
- Purchasing Ordinance

Attachment(s)

1. Proposed Amendment Two
2. Rate Increase Request

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
TO LEGAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER TWO TO LEGAL SERVICES AGREEMENT ("Amendment Two") is made and entered into this 28th day of July, 2022, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and WOODRUFF, SPRADLIN & SMART, a professional corporation, hereinafter referred to as "Attorneys".

RECITALS

WHEREAS, OCFA and the Attorneys entered into that certain Legal Services Agreement on the 5th day of October, 2011, for legal services as general counsel of the Orange County Fire Authority, establishing a blended hourly rate of \$190 per hour for attorneys and \$95 per hour for paralegals (the "Legal Services Agreement"); and

WHEREAS, on January 24, 2019, the OCFA Executive Committee approved Amendment Number One to the Legal Services Agreement an hourly rate increase from \$190 to \$215 per hour for attorneys from \$95 to \$100 per hour for paralegal service ("Amendment One"); and

WHEREAS, Attorneys have proposed to adjust the blended hourly rates to \$275 for attorneys and \$150 for paralegals, and to memorialize that Attorneys will not charge for travel time.

WHEREAS, except as otherwise set forth herein, the Attorneys agree to provide the services subject to the same terms and conditions set forth in the Legal Services Agreement; and

NOW, THEREFORE, OCFA and Attorneys agree as follows:

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

2. Section 3 Compensation of Firm. Effective August 1, 2022, the first sentence of Section 3 of the Legal Services Agreement is amended and restated in its entirety to read as follows:

"For the services rendered pursuant to this Agreement, the Fire Authority agrees to pay Attorneys \$275 per hour for attorney services and \$150 per hour for paralegal/clerk services."

3. No Charges for Travel Time. Attorneys will not charge for Attorney's travel time.

4. Same Terms and Conditions. Effective August 1, 2022, this Amendment Two replaces and supersedes Amendment One. Except as modified herein, all terms

and conditions of the Legal Services Agreement shall remain unchanged and in full force and effect.

5. Corporate Authority. The persons executing this Amendment Two on behalf of the Parties warrant that they are duly authorized to execute this on behalf of said Parties and that by so executing this Amendment Two, the Parties are formally bound by the provisions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment Two as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Sara Kennedy, CPPB,
Purchasing Division Manager

“ATTORNEYS”

WOODRUFF, SPRADLIN & SMART, APC

Date: _____

By: _____
David E. Kendig,
Director



DAVID E. KENDIG
 DIRECT DIAL: (714) 415-1083
 DIRECT FAX: (714) 415-1183
 E-MAIL: DKENDIG@WSS-LAW.COM

July 14, 2022

VIA E-MAIL AND FIRST CLASS MAIL

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

Re: **Adjustment to General Counsel Service Rates**

Dear Sara,

As you know, Woodruff, Spradlin & Smart has maintained its commitment to the Fire Authority by keeping our professional hourly rates for attorney services fixed at \$215 per hour since January, 2019. In recent years, however, significant changes have occurred in the market for public law and General Counsel services in Orange County.

For example, in late 2021, the cities of Irvine and Santa Ana each approved significant increases in the hourly rates for city attorney services, from \$215 to \$280 per hour and from \$254 to \$295 per hour, respectively. Those rates are similar to hourly rates for firms providing city attorney services to other Orange County cities as well, as shown in this table:

Examples of Hourly Rates Approved for City Attorneys

	General Counsel	Special Services	Litigation
Dana Point*	\$ 281.00	\$ 281.00	\$ 281.00
Irvine	\$ 280.00	\$ 320.00	\$ 320.00
Laguna Woods	\$ 300 to \$ 325	\$ 325.00	\$ 325.00
Lake Forest	\$ 256.00	\$ 315.00	\$ 315.00
San Juan Capistrano*	\$ 255.00	\$ 310	\$ 310
Santa Ana*	\$ 295	\$ 295 to \$ 425	\$ 295 to \$ 425

The rates that other County-wide agencies and joint powers authorities in Orange County have approved for their General Counsel services trend even higher than for city attorney services, as shown in the following table:

* - rates over monthly retainer

**Examples of General Counsel Hourly Rates
Approved by County-Wide Public Agencies**

	General Counsel	Special Services	Litigation
Irvine Ranch Water District	\$ 365.00		\$ 275 to \$585
O.C. Power Authority	\$ 285 to \$ 335	\$ 325 to \$ 595	\$ 325 to \$415
O.C. Sanitation District	\$ 320.00	\$ 320.00	\$ 320.00
O.C. Transportation Authority	\$ 333.00	\$ 333.00	\$ 257.00

Although many firms charge rates that vary by attorney or by categories of services, such as litigation or “special services”, our firm continues to believe that a blended rate for the legal services delivered to the OCFA is preferable. We believe this adds more predictability and stability to the General Counsel operational budget and reduces misunderstandings about which services are “special” and which are not. In our experience, a blended rate for all attorney services is fair to both the client and to the attorney.

In light of the current market for public law and general counsel services, we propose a blended rate is \$275 per hour for attorneys and \$150 for paralegals.

It is a privilege and an honor to serve as General Counsel to one of the largest and most sophisticated fire and emergency services agencies in California, and I and my firm’s team of attorneys, paralegals and support personnel are committed to continuing to provide the Board and OCFA staff with high quality, efficient and responsive legal services.

If you have any questions or concerns regarding this proposal, please feel free to contact me. Thank you for your consideration.

Sincerely,

WOODRUFF, SPRADLIN & SMART
A Professional Corporation



DAVID E. KENDIG



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 2022

Agenda Item No. 2E
Consent Calendar

**Short Term Agreement with Los Alamitos Joint Forces Training Base for
the 2022 Quick Reaction Force (QRF) Program**

Contact(s) for Further Information

Brian Fennessy, Fire Chief	brianfennessy@ocfa.org	714.573.6010
Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714.573.6801

Summary

This item is submitted for approval of the attached short-term agreement with the Los Alamitos Joint Forces Training Base (JFTB) for operation of the 2022 Quick Reaction Force (QRF) Program. Following the Board's approval of a Mutual Aid Agreement for use of the JFTB at the June 23rd Board of Director's meeting, the Federal Government decided not to finalize the agreement. The JFTB is proposing to enter into a Short-Term Revocable License Agreement (STRL) to allow the QRF Program to continue operating out of the JFTB. The short-term agreement will be executed in 30-day increments, requiring new agreements each month during the operation of the QRF Program, pending JFTB and the OCFA's approval of a long-term agreement for use of the base.

Prior Board/Committee Action

On June 23, 2022, the Board of Directors approved a Mutual Aid Agreement with Los Alamitos Joint Forces Training Base for operation of the 2022 Quick Reaction Force (QRF) Program with a program spending cap not to exceed \$150,000 for the 2022 QRF Program term.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief (or his designee) and Purchasing Manager to enter into the attached Short-Term Revocable License Agreement, and future substantially consistent renewals or agreements acceptable to the Fire Chief and in a form approved by General Counsel, providing for the use of the Los Alamitos Joint Forces Training Base by OCFA and its contractors to store aircraft and conduct air operations (including take offs and landings).

Impact to Cities/County

The QRF services enhance regional aerial wildland fire response.

Fiscal Impact

None

Background

The Joint Forces Training Base in Los Alamitos (JFTB) is home to existing aerial facilities and operations. The use of Short-Term Revocable License Agreements for the initial 30-day term and

subsequent 30-day renewals or agreements throughout the 2022 QRF Program term would result in OCFA's temporary storage and operation of a CH-47 Very Large Helitanker, S-61 Helitanker, and S-76 coordination helicopter, and mobile fire-retardant plant at the JFTB for 165 days. The agreement permits up to seven days consecutive use of JFTB. The OCFA's existing agreement with Flying Tigers Aviation at Chino Airport, in effect through the 2022 QRF program term, provides an alternate location for aircraft storage and air operations as needed.

The STRLA calls for the operation of existing public and private facilities with no or negligible expansion of an existing use, therefore the Class 1 Environmental Exemption applies.

Staff recommends approval and authorization for the Fire Chief (or his designee) and Purchasing Manager to enter into the attached agreement, and future substantially consistent renewals or agreements acceptable to the Fire Chief and in a form approved by General Counsel, providing for the use of the Los Alamitos JFTB by OCFA and its contractors through the term of the 2022 QRF program.

Attachment(s)

Proposed Short-Term Revocable License Agreements with Joint Forces Task Base

**SHORT-TERM REVOCABLE LICENSE AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY AND
THE JOINT FORCES TRAINING BASE (JFTB)**

License Number:

1. SCOPE:

THIS AGREEMENT is made and entered on 29 July 2022, by and between the Joint Forces Training Base ("JFTB"), and the Orange County Fire Authority ("OCFA"). JFTB and the OCFA shall be jointly referred to hereinafter as the Parties. The JFTB ("Licensor") grants to the OCFA ("Licensee"), a revocable and non-exclusive license ("License") affecting that portion of the real property ("Property") described and designated below for the purpose described and subject to the conditions hereinafter enumerated:

Description of Property Licensed: The OCFA, may utilize the JFTB located at 4522 Saratoga Ave., Los Alamitos, CA 90720 will utilize .8 acres of tarmac and adjacent parking.

2. MAXIMUM PERIOD COVERED:

This License will generally be effective for the temporary use of the real property described above for up to thirty (30) days from the date of this agreement, with no more than 7 consecutive days permissible at a time.

3. POINTS OF CONTACT AND CORRESPONDENCE FOR THE LICENSEES AND LICENSOR:

3.1. Notices and Requests for Approvals or Consent. Any notices or requests for approvals or consent required or permitted hereunder must be made in writing and may be (a) personally delivered; (b) mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) sent by reputable overnight delivery service; addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

3.1.1. For the Licensees:

The Orange County Fire Authority
Attention: Jim Ruane
1 Fire Authority Road
Irvine, CA 92602
Telephone Number: 714-573-6801
Email Address: jimruane@ocfa.org

3.1.2. For the Licensor:

JFTB
LTC Manju Vig
Garrison Commander
Joint Forces Training Base,
4522 Saratoga Ave., Bldg. 15,
Los Alamitos, CA 90720
Telephone Number: 562-795-1466
Email Address: manju.vig.mil@army.mil

4. BACKGROUND:

The combined residential population of Los Angeles, Orange, and Ventura Counties exceeds one-third of the entire state of California. Wildland fire spread during extreme fire weather conditions has exceeded all historical models. The need for a more rapid and a significant increase of ground and aerial fire suppression resources is both immediate and imperative. Each of the aforementioned counties have developed their own wildland fire aerial suppression programs around the helicopter platform, with a goal of suppressing 95% of wildland fires to 10 acres or less, still large destructive fires are occurring. When a wildland fire exceeds the suppression capabilities of the initial attack organization, additional aircraft are needed to reinforce the attack. It is here that a rapid response by a Quick Reaction Force or QRF can have a significant impact containing large fire growth.

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

5. PURPOSE:

1. This short-term license sets forth the terms of incidental and nonexclusive revocable license JFTB will grant the OCFA for the purpose of being facilitating preparation and response to anticipated emergency response efforts to protect lives and property, during the fire season, beginning 6/24/2022 and ending 12/6/2022.

OCFA anticipates 2-4 incident flights per week, and an additional 2-4 training flights per week, with emergency flights to be mission dependent during fire seasons.

JFTB grants OCFA use of the listed real property (**See Enclosure A, Facility Map**), subject to the specified limitations, for the purposes herein described.

6. AUTHORITIES:

- 6.1. NGR 5-2, National Guard Support Agreements, 14 October 2010
- 6.2. AR 405-80, Management of Title and Granting Use of Real Property, 10 October 1997
- 6.3. DOD FMR 7000.14R Volume 11A, DOD Financial Management Regulation, 1 July 2020
- 6.4. DODI 4165.70, Real Property Management, 6 April 2013
- 6.5. DODI 4000.19, Support Agreements, 16 December 2020
- 6.6. DODI 1000.15, Procedures and Support for Non-Federal Entities Authorized to Operate on DOD Installations, 24 October 2008
- 6.7. AR 360-1, The Army Public Affairs Program, 25 May 2011
- 6.8. DODD 5410.18, Public Affairs Community Relations Policy, 20 November 2001
- 6.9. DODD 1000.26E, Support for Non-Federal Entities Authorized to Operate on DOD Installations, 2 February 2007.
- 6.10. DOD1 1330.21, Armed Services Exchange Regulations, 4 February 2003.

7. RESPONSIBILITIES OF THE PARTIES:

7.1. Licensor will:

7.1.1. Grant OCFA a nonexclusive revocable license and incidental use to enter JFTB for the sole purpose of staging and conducting firefighting activities in the region. The Cost Reimbursements for this, for which the OCFA shall be responsible are identified in (**Enclosure 2, Costs Reimbursement**).

7.1.2 Reserves the right to deny or revoke, at any time, access to JFTB at the sole discretion of the JFTB Garrison Commander or his/her designated representative.

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

7.1.3 Should OCFA request IKS, JFTB will determine the acceptability of the IKS and, if the IKS are determined acceptable, will work with OCFA to formulate terms of an IKS agreement. JFTB will coordinate with USPFO for review and approval of the IKS agreement in accordance with the terms of the STLA.

7.1.4 Any arrangements entered into with AAFES is outside of the scope of the License Agreement.

7.1.5 The JFTB Installation Commander or his/her designated representative reserves the right to deny access to or remove, at any time, any person that does not support the good order of and respect for the military and/or JFTB.

7.1.6 Provide access to a portion of the Central Tarmac at the JFTB Army Airfield for OCFA truck with trailer, employee parking, and county vehicle parking to support flight operations to conduct air missions.

7.1.7 Provide utilities, fire & emergency services, environmental, security services on a reimbursable basis in accordance with the provision of sections 4 and 5 above. The billing cycle will be for a 30-day period.

7.1.8 Provide installation wide security, emergency and fire response support, as required. Any additional support over and above an emergency response will not be supported by JFTB.

7.1.9 Provide a cost summary worksheet for sustainment of OCFA operations at JFTB to include facility support and all other identifiable and incremental costs (See Appendix B).

7.1.10 Ensure a Federal employee is available to open and close the facility for the OCFA for the training activities indicated in the license.

7.1.11 Ensure proposed activities will not discredit or bring adverse public attention to the California National Guard.

7.1.12 Brief the Grantee on security issues, off "limits areas, installation specific rules and regulations cleaning standards, inventory elements, emergency action measures and emergency points of contact and description of cleaning standards.

7.1.13 Become familiar with and assure compliance with local codes and ordinances relating to public assemblies, occupancy limitations, noise limitations, fire prevention, panic exit precautions, police permits and protection, and other safety measures.

7.1.14 When a loss or damage is discovered, a Serious Incident Report (SIR) will be completed and forwarded through channels with a copy faxed to J9, USPFO, and local law enforcement notified as appropriate. The Grantee shall be contacted and offered the opportunity to correct the problem prior to filing a claim. If the deposit is insufficient, then a claim will be filed against the Grantee's liability insurance policy to satisfy the damages.

7.2 Licensee (OCFA), including all officers, employees, agents, contractors, volunteers or any other person performing services on the Grantee's behalf, shall:

7.2.3 Reimburse JFTB for all identifiable reimbursable costs identified in (**Enclosure 2**). Reimbursements for this have been calculated at current known identifiable Incremental costs

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

(IICs). OCFA will not utilize any areas, buildings, facilities or utilities on JFTB without the prior expresswritten consent of the JFTB Garrison Commander.

7.2.4 **FEES:** In kind services (IKS) may be accepted with prior approval. A list of approved projects will be agreed upon by the Garrison Commander and the OCFA representative.

7.2.5 An IKS memo must be submitted to the USPFO for approval 30 days prior to the IKS start date. If not approved, the OCFA is required to pay JFTB in the amount of **\$18,164.00** for the total term of 30 days. Make payment payable to: United States Property and Fiscal Office (USPFO) California, Attn: Nick Teng; and mail to: 4522 Saratoga Ave, Building 15, Los Alamitos, CA 90720.

7.2.6 The OCFA will coordinate with JFTB commander and DPW if they wish to provide IKS that would benefit the JFTB installation and the CMD overall. Services will be determined while the ROA is in process. The offset statement will be attached to the ROA for NGB approval. Administrator Overseeing Projects will be provided by JFTB Headquarters leadership to support all above IKS items to ensure proper scheduling, coordination, and quality control.

7.2.7 Any costs related to IKS exceeding the above estimates are the sole responsibility of the OCFA and will not be accepted by JFTB to reimburse expenses for this or as a credit towards any future s or endeavors.

7.2.8 The OCFA will provide the JFTB DPW with a copy of the Scope of Work (SOW) and work schedule and the specification of all material to be use, prior to the startof any work, a minimum of 10 working days to allow for review and approval. This work will be completed within 60 days of approval date.

7.2.9 Make no promises, commitments, or obligations of said facilities of any kind to any third party for future use. Not sublet or modify any aspect of the leased space.

7.2.10 Permit the Installation Commander and/or any designated representative to inspect the facilities and operations to ensure full compliance with the provisions of this agreement.

7.2.11 Notify the JFTB Commander upon Change of Responsible Party for OCFA operations with full name, address and contact information in accordance with paragraph 3 above, to the listed POC.

7.2.12 Provide an emergency locator roster of key employees and their telephone numbers to JFTB Department of Public Works (DPW). The roster will identify all personnel and vehicles authorized access to JFTB, including the name, cell phone number of the on-duty, on-site supervisor. This will be provided as soon as is practicable, not later than 15 days after commencement of this agreement.

7.2.13 Attend periodic JFTB tenant board meetings. OCFA is welcome to provide presentations at the tenant board meetings with regards to their program.

7.2.14 Provide parking for their employees and government vehicles within the granted space.

7.2.15 Abide by all rules and regulations and policies that may hereinafter be specified by the Installation Commander, or designated representative, as well as all City and County

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

ordinances, rules and regulations, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required.

7.2.16 Ensure OCFA adhere to Federal Aviation Agency (FAA) and United States Army Air Nautical Service Agency (USAANSA) safety of flights, air traffic control procedures¹ and military operations as determined by JFTB and the Government.

7.2.17 Have a non-exclusive and non-possessory right to enter upon, and use the property to carry out the purpose described above, and in accordance with the terms set forth in this agreement and any further conditions and requirements as JFTB may hereafter prescribe. The California Military Department operates JFTB under license from the Department of the Army. Under this agreement, OCFA right to enter does not constitute a grant of any ownership, leasehold, easement, or other property interest, or estate in the property.

7.2.18 Ensure that OCFA employees, agents, or any other person performing services on OCFA's behalf who are entering JFTB under this agreement are appropriately vetted per applicable federal and departmental regulations, policies, and directives. OCFA must provide JFTB with a list of names of all OCFA employees, agents, or any other person performing services on OCFA's behalf who are entering JFTB under this agreement. This will be provided to the POC listed below as soon as is practicable, not later than 15 days after commencement of this agreement.

7.2.19 Enter JFTB on an "AS-IS" basis. OCFA understands that JFTB has no obligation for maintenance, repair, improvement, or alteration of the property either before, during, or after the term of this agreement.

7.2.20 Maintain the property in a sanitary condition satisfactory to JFTB. OCFA will be responsible for maintaining the property in a clean and orderly fashion and will coordinate with DPW to arrange for all excess refuse generated by OCFA above and beyond regular pick-up to be removed from the premises and properly disposed of at OCFA's sole expense.

7.2.21 Submit written requests for all desired photography and video recording activities to JFTB. All photography and video recording activities are prohibited without the express consent from JFTB Garrison Commander and the California Military Department, Joint Forces Headquarters.

7.2.22 Not place or construct upon, over, or under the property any permanent installation or structure of any kind or character, except such as are specifically authorized by JFTB. OCFA will remove any OCFA property installed or located on the property promptly upon expiration, termination, or abandonment of this agreement. Any property of OCFA not removed within that time may be removed, stored or disposed of by JFTB at the sole expense of OCFA.

7.2.23 Assume and discharge any cost, expense or liability in connection with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this agreement, including but not limited to all attorney fees and costs incurred by the parties in enforcing their rights under this agreement.

7.2.24 Under no circumstances will OCFA utilize any areas, buildings, facilities or utilities on JFTB, at any time, without prior authorization and full reimbursement to JFTB.

7.2.25 Reimburse JFTB within **30 days** of receipt of an invoice from JFTB in the that it becomes necessary for any JFTB first responder assets, including but not limited to the JFTB

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

Fire Department or JFTB Security Forces (SECFOR), from JFTB to respond to an incident(s) within the Areas of Utilization, OCFA shall reimburse JFTB for all costs associated with said response(s).

7.2.26 All OCFA employees and contractors shall, at all times, be compliant with all legal and ethical guidelines (i.e., no anti-government affiliations or violations of the establishment clause –religious organizations).

7.2.27 When authorized, upon completion of use of the Areas of Utilization, OCFA shall promptly remove any and all equipment put in place by OCFA. OCFA will not use spray paint or spray chalk of any kind, on the tarmac, taxiway, or runway, parking ramp surfaces or any other portion of the Areas of Utilization.

7.2.28 Be responsible for positioning all equipment within Areas of Utilization, subject to prior approval of the JFTB Garrison Commander or his/her designated representative. OCFA shall be responsible, at its own expense, for the preparation of all areas within the Areas of Utilization.

7.2.29 Remove from any portion of the JFTB, any OCFA employee or contractor whose conduct interferes with the good order and discipline of JFTB, upon request of the JFTB Garrison Commander or his/her designated representative.

7.2.30 Not sublet, assign, or otherwise transfer its interest under this Agreement. Any attempted sublet, assignment transfer or access made in violation of this provision shall be null and void and the recipient of the attempted assignment, sublet, or transfer shall be denied access to JFTB.

7.2.31 Shall obtain, at its sole cost and expense, all government permits and authorization of whatever nature required by any governmental agency(s) having jurisdiction over OCFA use of JFTB. OCFA, at its sole cost, will comply with any and all reasonable rules promulgated by JFTB.

7.3 Both Parties agree to the Use of Licensed Property:

7.3.3 JFTB expressly disclaims any warranty or representation with regard to the condition, safety, security, or suitability of the Areas of Utilization or any other portion of JFTB for OCFA intended or use of the Areas of Utilization. Training areas Alabama, Knox and Bradley and the unpaved area adjacent to the Veterans Service Center, are not suitable to be used for the parking of civilian motor vehicles and the associated civil foot traffic, notwithstanding any prior usage to the contrary. Said areas contain numerous open and notorious safety hazards/trip and fall hazards including but not limited to, numerous holes from rodents and other causes, uneven dirt surface areas, open and exposed drainage ditches, exposed irrigation and drainage pipes and potential fire hazards, including but not limited to, dry weeds and grass.

7.3.4 OCFA shall conduct a walkthrough of the Areas of Utilization prior to any set up to identify all off limit areas of the airfield as well the condition of the Areas of Utilization, identifying any existing damage to the airfield and/or the Areas of Utilization. (i.e. broken lights, hazards, etc.). OCFA shall provide a complete list of all identified damage or issues to the JFTB Operations NCO no later than 0800 hours, 07 July, 2022. A second walk through of the airfield and Areas of Utilization, to identify any new damage to airfield and/or the Areas of Utilization will be completed no later than 0800 hours, 06 December, 2022. OCFA shall deliver a list setting forth any new damage to airfield and/or the Areas of Utilization to the JFTB Resource Manager

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

no later than 1600 hours on 06 December 2022. The JFTB Garrison Commander or his/her designated representative and OCFA will sign the lists acknowledging the damage to the airfield and/or the Areas of Utilization both before and after the . It shall be the responsibility of OCFA to reimburse JFTB for any new damage to airfield and/or the Areas of Utilization.

7.3.5 At no time will any related or activity interfere with the performance of official duties and/or detract from the readiness of any military organization(s) assigned to and/or conducting training at JFTB. Upon verbal notice from the JFTB Garrison Commander or his/her designated representative, OCFA will immediately cease any part of non-emergency support or any related or activity that interferes with the performance of official duties and/or detracts from the readiness of military organizations assigned to and/or conducting training at JFTB. Upon verbal notice from the JFTB Garrison Commander or designated representative, OCFA will immediately remove from any area, any and all OCFA employees or contractor that interfere with the performance of official duties and/or detract from the readiness of any military organization(s) assigned to and/or conducting training at JFTB.

7.3.6 The JFTB is an open post; individuals with proper ID will be allowed access to JFTB. OCFA shall take no action against nor interfere with persons not affiliated with OCFA mission. Any conflicts or person(s) that appear suspicious shall be reported to SECFOR.

7.3.7 There will be no solicitation of money or "passing a boot" for any purpose anywhere on JFTB or immediately outside of JFTB. OCFA shall take no action outside of JFTB, including but not limited to any solicitation of donations that could reasonably be perceived as soliciting a donation in exchange for access to any on JFTB. Any individual desiring to make a donation to JFTB personnel and/or the JFTB MWR shall be advised to contact the JFTB Garrison Commander during normal duty hours.

7.3.8 Any utilization of utilities by OCFA will be reimbursed by OCFA as per the agreed charges

7.3.9 Each Party shall be responsible for all costs of its personnel, including pay and benefits, support, and travel. Each party shall be responsible for supervision and management of its personnel.

7.3.10 OCFA shall not tie into base hydrants or potable water supplies, or use the storm sewer systems to handle wastewater. OCFA shall contract and provide potable and non-potable water services, portable toilet, lavatory, and wastewater services for the any incidences above those expressed above.

7.3.11 OCFA shall create and maintain an -specific Spill Prion, Control, and Countermeasures Plan (SPCCP), consistent with the provisions of the JFTB SPCCP to prand address hazardous materials or hazardous waste spills; this plan is due to the JFTB Environmental Office no later than 0900hrs on 11 July, 2022.

7.3.12 OCFA shall not allow hazardous waste or materials to be released or disposed on JFTB. OCFA shall be liable for any and all costs and liabilities, without limitation, resulting from the release of any hazardous waste or material on JFTB caused by OCFA, any OCFA employees or. OCFA shall be liable for any and all costs and liabilities, without limitation, incurred by JFTB or any associated entity, for the disposal of any hazardous waste or material introduced onto JFTB by OCFA, any OCFA employees or any OCFA contractors.

7.3.13 OCFA shall store all flammable and/or hazardous material, brought onto JFTB, in approved flammable and/or hazardous storage containers in accordance with Army and/or JFTB Environmental directives. OCFA shall immediately report any hazardous spills to the

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

JFTB Environmental Office, the JFTB Fire Department, and SECFOR Office.

7.3.14 .Any and all sums, which are or become due and owing to JFTB by OCFA pursuant to this agreement, or any part of it, shall be a joint and several obligation, and JFTB may look to OCFA as a group or to the OCFA of Los Alamitos individually or any combination thereof for payment.

8 TERMS AND CONDITIONS:

8.1 Compliance. Any use made of the Property and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, will be accomplished in a manner satisfactory to JFTB and requires PRIOR APPROVAL. The Licensee's use of the Property will be at all times subject and subordinate to the Joint Forces Training Base uses and the Licensee will ensure its activities do not interfere with military operations.

8.2 Security. The Licensee will go through any security measures in place upon entry, and will be responsible for notifying security of any security issues that come up throughout the licensing period.

8.3 Structures. The Licensee will not place or construct upon, over, or under the Property any permanent installation or structure of any kind or character, except such as are specifically authorized by JFTB. Under no circumstances will the Licensee drive stakes, poles or other devices into the asphalt or concrete paving or floor of the Property or alter any existing structures, signs, improvements, or any ingress and egress routes on the Property without the express written approval of JFTB.

8.4 Posters and Signs. The Licensee will not affix in any manner any poster, sign, notice or other writing to the walls of the Property nor display the same on the Property without JFTB's express consent. Posters and signs advocating a political position or expressing political views will not be allowed under any circumstances.

8.5 "AS-IS". The Property is licensed on an "AS-IS" basis and the JFTB has no obligation for maintenance, repair, improvement, or alteration of the Property either before or during the term of this License.

8.6 Laws and Ordinances. In the exercise of any privilege granted by this License, OCFA and its officer, employees, agents, contractors, and volunteers will comply with all applicable federal, state, and local laws, and the rules, orders, regulations and requirements of all applicable governmental entities, departments and bureaus. The OCFA and its officers, employees, agents, contractors, and volunteers must comply with all Army and California Military Department rules, policies, and regulations; and all applicable JFTB rules and policies relating to the use of the Property, to include environmental requirements.

8.7 Sanitary Conditions and Maintenance. The Licensee will at all times keep the Property in a sanitary condition satisfactory to the JFTB. The Licensee will be responsible for maintaining the Property in a clean and orderly fashion and will arrange for all refuse generated by them to be removed from the premises and properly disposed of at the Licensee's sole expense.

8.8 Damage. No property, real or personal, for which the JFTB has responsibility will be destroyed, displaced or damaged by the OCFA in the exercise of the privilege granted by this License without the prior written consent of the Garrison Commander and the express agreement of the Licensee to promptly replace, return, repair, and restore any such property to a condition satisfactory to the JFTB. If any property is damaged as a result of the Licensee's use of the Property, the Licensee will be solely responsible, at its own expense, for repairing any such

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

damage or replacing such property to the satisfaction of the JFTB. If the property cannot be repaired or replaced to the JFTB's satisfaction, the Licensee will be liable for all damages caused by Licensee.

8.9 Insurance. OCFA covenants at its own expense to maintain and keep in force for the mutual benefit of the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, and their respective personnel and OCFA an insurance policy for claims against bodily injury, death, personal property damage, theft, fire, storm, flood, and damage or destruction through any other force of nature to relieve the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, and their respective personnel from any and all liability arising from such theft, loss, damage, or destruction occurring in, on or about any portion of JFTB or any property adjacent to JFTB and to insure the condition of the real property on JFTB or adjacent to JFTB. The insurance shall afford protection to the limit of not less than \$5,000,000 combined single limit liability coverage.

OCFA shall furnish JFTB with certification showing such insurance to be in force at all times throughout the term of this Agreement. No policy shall be amended or canceled without thirty (30) days prior written notice to JFTB, and each policy shall so be provided. Except for JFTB's agents, employees and/or contractors' negligence and/or breach of expressed warranties, OCFA shall indemnify, protect, defend and hold harmless the premises, the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, and their respective personnel, from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, permits, attorney's and consultant's fees, expenses and/or liabilities arising out of, involving or in dealing with the occupancy of any portion of JFTB by OCFA, the conduct of OCFA business or activity, an act or omission or neglect of OCFA, its agents, contractors, or employees.

8.9.3 The foregoing shall include, but not be limited to, the defense or pursuit of any violation or any action or proceeding involved therein, whether or not in the case of claims made against the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, their respective personnel or any combination of the above named organizations or individuals, litigated and/or reduced to judgment, whether well founded or not. If any such action or proceeding is brought against the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, or their respective personnel or any combination of the above named organizations or individuals, by reason of any of the foregoing matters OCFA, upon notice from the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, their respective personnel or any combination of the above named organizations or individuals, shall defend the same at the sole expense of OCFA, by counsel mutually agreeable to the parties. Nothing herein shall require the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Military Reserve, Joint Forces Training Base, or their respective personnel to first pay any such claim in order to be indemnified by OCFA.

8.10 Indemnity: The United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, and their respective personnel shall not be responsible for damages to property, injuries to persons, or financial representation regardless

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

of the cause that may arise from OCFA's activities, or operations in conducting operations. OCFA shall defend and hold harmless the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, or their respective personnel from any and all claims arising from and/or incident to the OCFA activities that are not due to the direct fault or negligence of the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, and/or their respective personnel.

Indemnity for usage of training areas for parking of vehicles: Training areas Alabama, Knox, and Bradley, as well as the unpaved area adjacent to the Veterans Service Center (Building 244) are not suitable to be used for the parking of civilian motor vehicles and/or any associated civilian foot traffic. Any usage by OCFA of these areas for the parking of civilian motor vehicles and/or the associated civilian foot traffic shall constitute OCFA agreement to accept, notwithstanding any other section of this agreement, any and all liability, without exception, arising out of or in any way related to the usage of these areas. Further, by said usage, OCFA agrees to indemnify and hold harmless the United States, the Department of Defense and its components, the State of California, State of California Military Department, California National Guard, California State Guard, Joint Forces Training Base, and their respective personnel from any and all liability, without limitation or exception arising out of or related to said usage.

8.11 Operation. The Licensee will confine its activities on the Property strictly to those necessary for the enjoyment of the privilege hereby licensed, and will refrain from marring or impairing the appearance of the Property, obstructing access thereto, interfering with the military operations, jeopardizing the safety of persons or property, or causing justifiable public criticism.

8.12 Licensee's Property. Any property of the Licensee installed or located on the Property must be removed promptly upon expiration, termination, or abandonment of this License. Any property of the Licensee not removed within that time may be removed, stored or disposed of by the JFTB at the sole expense of the Licensee. Licensee agrees to reimburse the JFTB for all such costs and expenses. Storage is neither available nor provided prior to or following the (s).

8.12.3 OCFA will yield up the Areas of Utilization in a condition that is in at least as good or better as when OCFA began operations thereon, with the exception of ordinary wear and tear. If OCFA abandons equipment or personal property on or in the Areas of Utilization or any other portion of JFTB, then JFTB may cause such property to be removed at OCFA's expense, or consider the property abandoned and dispose of it in any manner as JFTB may determine to be appropriate and said disposal shall be made without any obligation of any type to OCFA.

8.13 Expense. Any cost, expense or liability in connection with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License will be assumed and discharged by the Licensee, including but not limited to all attorney fees and costs incurred by the Parties in enforcing their rights under this License.

8.14 Future Requirements. The Licensee will promptly comply with any further conditions and requirements as the JFTB may hereafter prescribe.

8.15 Attempted Variations. There will be no variation or departure from the terms of this License without the prior written consent of the Garrison Commander or higher authority by applicable regulation.

8.16 Revocation. This License will be revocable by the JFTB at any time in the that the Licensee's use of the Property is inconsistent with the purpose and objectives of the

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

installation use of a military facility.

8.17 Surrender. Upon the expiration or termination of this License, the Licensee will surrender the Property in the same condition as received (ordinary wear and tear excepted), free from hazards and clear of all debris.

Severability: Neither party intends to obligate the other party to enter into any Agreement or take any action that would constitute a violation of any law, regulation or contract applicable to the other party. If any provision of this Agreement is for any reason found to be ineffective, unenforceable or illegal by any court having jurisdiction, that condition shall not affect the validity or enforceability of any of the remaining portions of this Agreement; provided, further, that the parties shall negotiate in good faith to replace any ineffective, unenforceable or illegal provisions as soon as is practical. In the event of a conflict between any provisions of this Agreement both parties agree to resolve all conflicts at the lowest level possible.

8.17.3 If OCFA is in breach of any of its obligations under this Agreement, and fails to cure such breach within two (2) hours of receipt of verbal notice from JFTB specifying the nature of the breach or commence to cure and diligently pursue such cure to completion if such cure takes over two (2) hours, JFTB shall have the right to terminate this Agreement by verbal notice to OCFA. Notwithstanding the foregoing, in the event of an emergency, as defined in paragraph 9.b., below, JFTB shall have the right to terminate this Agreement, without cause, upon two (2) hour verbal notice to OCFA, and without incurring any liability for JFTB. In the event of termination due to a breach by OCFA of any provision of this Agreement, upon the expiration of the applicable notice period, JFTB may re-enter and take possession of the Premises and remove all persons and things. If OCFA fails to vacate the Premises within the required time period, JFTB may seek all other remedies available at law or in equity including, but not limited to, a suit for damages or an action for specific performance or injunction. All remedies provided in this Agreement or by law or in equity shall be cumulative and nonexclusive. In the event that this Agreement is terminated for any reason, OCFA shall not be entitled to reimbursement for any fees paid to JFTB and all fees then due and owing shall be due to JFTB.

8.17.4 OCFA acknowledges that JFTB is a federal installation, subject to the exclusive federal jurisdiction of the United States. The laws and regulations of California apply to the JFTB, if at all, via the Federal Assimilative Act.

9 RULES OF CONDUCT ON THE PROPERTY:

9.1 No Disturbances. The Licensee, its employees, agents, and invitees will refrain from the following: disorderly conduct; conduct which creates loud or unusual noise; conduct which obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, and parking lots; or conduct which tends to impede or disturb the JFTB's staff in the performance of their duties.

9.2 No Gambling. The Licensee, its employees, agents, and invitees will refrain from conducting or participating in games for money or other personal property, the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on or in the Property.

9.3 Drug & Alcoholic Beverage-Free Environment. The Licensee will not permit any person under the influence of an alcoholic beverage or any drug that has been defined as a "controlled substance" to enter upon the Property. The possession, sale, or use of any "controlled substance" or the sale or use of any alcoholic beverage is prohibited.

Fiddler's Green is the only establishment on JFTB authorized to sell, for consumption, open

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

container alcohol; and the Base Exchange is the only establishment on JFTB authorized to sell closed container alcohol. There will be no consumption of alcohol on JFTB other than at Fiddler's Green or concession stand(s) operated by Fiddler's Green "Beer Garden" (Collectively, "Fiddler's Green") that have been authorized by the JFTB Garrison Commander. Consumption of alcohol outside of Fiddler's Green constitutes a violation of JFTB policy and this Agreement, which may result in legal and/or disciplinary action against violators. OCFA shall ensure that all OCFA employees and contractors are aware of this policy and shall not permit any beverage containing alcohol to be brought onto, consumed, sold, offered for sale, exposed for sale, stored, given away, or otherwise disposed of in or upon any part of JFTB or the Areas of Utilization. OCFA shall promptly remove all beverages containing alcohol from JFTB or the Areas of Utilization or any portion of JFTB if placed there by any OCFA employee or contractor.

9.4 Weapons and Explosives. The Licensee, its employees, agents, and invitees, while on the Property, will refrain from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, or storing the same on or within the Property without the express consent of the JFTB.

10 GENERAL PROVISIONS:

10.1 Transferability and No Assignment: Neither this License nor any rights hereunder will be transferred or assigned by the Licensee, nor will the Licensee permit the use of any portion of the Property by others without the JFTB's written consent having first been obtained; such consent is at the JFTB's sole discretion.

10.2 Governing Law: This License will be construed under the laws of the State of California and applicable Federal Law determined by the JFTB without regard to its conflict of law provisions.

10.3 License Temporary in Nature: The Licensee agrees that the rights herein are of a temporary, non-exclusive, non-possessory nature. Licensee further agrees that it will neither have, nor claim to have, any interest in the Property other than as specifically provided in this License.

10.4 Status of Employees. In the performance of the obligations under this License, it is mutually understood and agreed that the Licensee is at all times acting and performing independently of the JFTB, the California Military Department, the State of California, and the United States, and that no partnership, joint venture, agency or other similar joint employment relationship of any kind is created by this License. Neither the Licensee nor any of its officers, employees, agents, contractors, volunteers or any other person performing services on the Licensee's behalf will have any right or claim against the JFTB, the California Military Department, the State of California, or the United States under this License for wages, compensation, social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave or any other employee benefits of any kind.

10.5 Health and Safety. The terms of this agreement may be subject to modification, as may be necessary and appropriate, in response to health and safety concerns and maintaining compliance with national, state, and local mandates.

11 TERMINATION OF AGREEMENT:

11.1 This Short-term Revocable License Agreement shall be automatically terminated if JFTB is dissolved.

ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:

11.2 The State of California Military Department reserves the right to terminate this Agreement and/or reclaim and reoccupy premises upon two (2) hours verbal notice when necessitated by a National or State emergency, government shutdown, fiscal restrictions imposed by any office or department of the State or Federal Government that require a full or partial shutdown of operations at JFTB, and/or military mobilization. Further, State of California Military Department reserves the right to terminate this Agreement and/or reclaim and reoccupypremises upon two (2) hours verbal notice whenever necessary to comply with the mission or operational requirements of JFTB, the United States, the Department of Defense and its components, the State of California, State of California Military Department or the California Army National Guard. Where feasible, the Military Department agrees to arrange for re-deliveryof the premises to OCFA upon conclusion of the emergency and/or mobilization and/or mission oroperational requirement.

11.3 Termination of this Agreement shall occur at the end of the 30th day of use under the terms of this agreement.

11.4 This Agreement may be terminated by either party by giving at least 24 hours written notice to the other Party. The Agreement may also be terminated at any time upon the mutualwritten consent of the Parties.

12 Certification of Authority to Execute this License. The Licensee certifies that the individual(s) signing below on its behalf has authority to execute this License on behalf of theParty for which he or she signs, and may legally bind the Party to the terms and conditions ofthis License and any attachments hereto.

**ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:**

ACCEPTED AND AGREED TO:

<u>LICENSEE:</u>	<u>LICENSOR:</u>
<hr style="border: 1px solid black; margin-bottom: 10px;"/> <p>Orange County Fire Authority</p> <hr style="border: 1px solid black; margin-top: 10px;"/>	<hr style="border: 1px solid black; margin-bottom: 10px;"/> <p>MANJU VIG LTC, CA ARNG JFTB Garrison Commander U.S. Government Approval Authority</p> <hr style="border: 1px solid black; margin-top: 10px;"/> <p>BETH L. SOELZER, LTC, EN CAARNG Construction Facilities Management Officer Assistant United States Property and Fiscal Officer (Army Real Property)</p> <hr style="border: 1px solid black; margin-top: 10px;"/>

Attest:

MARIA HUIZAR, CMC
Clerk of the Authority
Orange County Fire Authority

JONATHAN J. CARTWRIGHT
Col, USAF
USPFO for CA

**ORANGE COUNTY FIRE AUTHORITY
JFTB Agreement Number:**

Approved as to Form:

DAVID E. KENDIG
General Counsel
Orange County Fire
Authority

Approved as to Form:

CHARMAINE E. BETTY-SINGLETON
GS13, (CA)
Attorney Advisor, Deputy General Counsel

3 Enclosures:

1. Map, Airfield Utilization
2. Costs Reimbursement
3. Insurance Liability Certificate



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 2022

Agenda Item 3A
Discussion Calendar

Reconciliation of Emergency Purchase Order in Response to the Coastal Fire

Contact(s) for Further Information

Ron Roberts, Division Chief Field Operations Department	ronroberts@ocfa.org	714.638.6343
TJ McGovern, Assistant Chief Field Operations Department	tjmcgovern@ocfa.org	714.573.6014
Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012

Summary

This agenda item is submitted to reconcile an emergency purchase placed in response to the Coastal Fire that requires subsequent Executive Committee ratification.

Prior Board/Committee Action

None.

RECOMMENDED ACTION(S)

Approve and authorize the emergency purchase order reconciliation for meal services with Taste Catering in the amount of \$103,845.73 in response to the Coastal Fire.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Cost reimbursement for the emergency purchase of meal services will be included in the Coastal Fire, Fire Assistance Management Grant (FMAG) claim. The balance between the overall Coastal Fire costs and total anticipated reimbursement is considered OCFA's 25% cost share.

Cost Funded by Structural Fire Fund: \$25,961.43
Cost Funded by Cash Contract Cities: \$0

Background

Emergency Procurement Justification

An "emergency procurement" is authorized per the Purchasing Ordinance and Roles/Responsibilities/Authorities Matrix when a situation exists that makes compliance with the source selection methods outlined in the Ordinance contrary to the public interest; provided that as much competition as is practicable under the circumstances is obtained.

Coastal Fire

On May 11, 2022, the Coastal Fire incident started. OCFA activated its Incident Management Team (IMT) to coordinate OCFA's actions and response during the first stages of the incident. The IMT was tasked with establishing a base of operations for the incident (Base Camp) and with supporting all the operational, logistical and administrative needs for the incident during the initial attack. This necessitated the purchase and/or rental of items such as portable sanitation, ice, water, meal services, and lodging for the firefighters.

In accordance with the Purchasing Ordinance, purchases with as much competition as was practicable at the time of the emergency incident were within the threshold delegated to management authority. In one instance however, competition was not feasible and the IMT placed emergency orders for meal services that exceeded the aggregate threshold for management authority to award an agreement. Because of the uncertainty in the duration of the incident, and the daily quantity of meals, it was not known until after the incident concluded, and vendor invoices were reconciled, that the aggregate total of the meal orders exceeded management authority.

Emergency purchases exceeding amounts delegated to management authority require prior approval by the Board Chair or Vice Chair and must be reported at the next Executive Committee meeting. Staff is to also report to the full Board following Executive Committee receipt and/or ratification of the emergency purchase. Given that the IMT did not follow OCFA's purchasing guidelines, staff did not secure prior approval from the Board Chair and Vice Chair for the emergency purchase of meal services.

In accordance with OCFA Procurement Ordinance 009 and the thresholds delegated in the Roles/Responsibilities/Authorities Matrix, staff is providing a reconciliation of the emergency purchase for meal services:

Item	No. of Meals	Total Cost
Thursday May 12 - <i>Breakfast</i>	570	\$13,551.52
Thursday May 12 - <i>Dinner</i>	550	\$18,877.37
Friday May 13 - <i>Breakfast</i>	550	\$13,500.47
Friday May 13 - <i>Dinner</i>	300	\$13,041.89
Saturday May 14 - <i>Breakfast</i>	250	\$11,891.20
Saturday May 14 - <i>Dinner</i>	200	\$10,310.90
Sunday May 15 - <i>Breakfast</i>	180	\$8,287.94
Sunday May 15 - <i>Dinner</i>	150	\$7,794.11
Monday May 16 - <i>Breakfast</i>	150	\$6,590.33
Total:		\$103,845.73

Conclusion

Operations personnel and the Business Services Department have met to discuss and will provide training to ensure adherence to OCFA's purchasing guidelines.

As of July 2022, staff has reconciled an estimated \$2.6 million in total Coastal Fire related costs. Staff now provides a reconciliation of the emergency purchase for meal services for Executive Committee ratification. Staff recommends the approval of the Recommended Action as stated herein.

Attachment(s)

None.