



ORANGE COUNTY FIRE AUTHORITY

AGENDA

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, September 22, 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 Brett Peterson

PLEDGE OF ALLEGIANCE by Director Hasselbrink

ROLL CALL by Clerk of the Authority

REPORT

A. Report from the Budget and Finance Committee Chair

B. Report from the Human Resources Committee Chair

PUBLIC COMMENTS

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

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 July 14, 2022, Concurrent Joint Special Meeting as submitted.
2. Approve the Minutes for the July 28, 2022, Regular Meeting as submitted.

3. Approve the Minutes for the July 28, 2022, Concurrent Joint Special Meeting as submitted.
4. Approve the Minutes for the August 25, 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

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

Recommended Action:

Receive and file the reports.

C. Fourth Quarter Financial Newsletter

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

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

Recommended Action:

Receive and file the report.

D. Annual Investment Report

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

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

Recommended Action:

In compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy, receive and file the report.

E. New Classification Specification for Behavioral Health and Wellness Coordinator

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Director and Rob Capobianco, Assistant Chief/EMS and Training

On August 2, 2022, the Human Resources Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Director Sachs and Kalmick absent).

Recommended Action:

Approve the establishment of the new classification and salary range of Behavioral Health and Wellness Coordinator.

F. Fire Station Alerting System Purchase and Installation For Fire Station 67 (Rancho Mission Viejo)

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

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue a contract to Westnet, Inc. to purchase and install the fire station alerting system at new Fire Station 67 (Rancho Mission Viejo), for an amount of \$114,735.
2. Approve and authorize the Purchasing Manager to issue future contracts with Westnet, Inc. to purchase, install, or upgrade OCFA Fire Station alerting systems as long as funding is available in the adopted budget.
3. Approve and authorize the Purchasing Manager to adjust the Westnet, Inc. annual support and maintenance contract to include Fire Station 67 for the estimated amount not to exceed \$4,546 (after the one-year warranty period expires) and subsequent annual cost increases.

G. Blanket Order Increase for 800MHz Countywide Coordinated Communications System (CCCS) for Operations, Maintenance, and Financial Management Cost Share

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

Recommended Actions:

1. Approve and authorize the Purchasing Manager to increase the current blanket order to a new total of \$995,004 for the OCFA's annual cost share for the Operations, Maintenance, and Financial Management of the 800MHz Countywide Coordinated Communications System (CCCS).
2. Approve and authorize the Purchasing Manager to increase future CCCS 800MHz contracts resulting from annual system cost increases and additional OCFA radios, provided sufficient funds are available in the budget.

H. Approval of Lease Agreement for Temporary Fire Station 67

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

Recommended Action:

Approve and authorize the Property Manager to execute a lease agreement with RMV PA3 Development for the installation and operation of temporary fire station 67.

3. DISCUSSION CALENDAR

None

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting will be a Concurrent Joint Special Meeting of the Board of Directors and committees on Thursday, October 13, 2022, at 6:00 p.m.

AFFIDAVIT OF POSTING

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

Maria D. Huizar, CMC
Clerk of the Authority

FUTURE EC AGENDA ITEMS – THREE-MONTH OUTLOOK:

- Monthly Investment Report
- 1st Quarter Financial Newsletter
- Legislative Summary

UPCOMING MEETINGS:

Budget and Finance Committee
Concurrent Joint Special Meeting of the
Board of Directors and Committees
Legislative and Public Affairs Committee
Concurrent Joint Special Meeting of the
Board of Directors and Committees
Executive Committee
Board of Directors

Wednesday, October 12, 2022, 12 noon

Thursday, October 13, 2022, 6:00 p.m.

Wednesday, October 19, 2022, 12 noon

Thursday, October 27, 2022, 6:00 p.m.

Thursday, October 27, 2022, 5:30 p.m.

Thursday, October 27, 2022, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

Executive Committee Concurrent Joint Special Meeting Thursday, July 14, 2022 6:00 P.M.

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

CALL TO ORDER

A Concurrent Joint Special Meeting of the Orange County Fire Authority Board of Directors, Executive Committee, Budget and Finance Committee, and the Human Resources Committee was called to order on July 14, 2022, at 6:02 p.m. by Board of Directors Vice Chair Kuo.

ROLL CALL

Present: Anthony Kuo, Irvine, Vice Chair
Noel Hatch, Laguna Woods*
Carol Gamble, Rancho Santa Margarita* (Alternate)
Tri Ta, Westminster*
Donald P. Wagner, County of Orange*

Absent: Michele Steggell, La Palma	Shelley Hasselbrink, Los Alamitos
John O'Neill, Garden Grove	Dave Shawver, Stanton
Dennis Wilberg, Ex Officio	

Also present were:

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Deputy Chief Kenny Dossey	Assistant Chief Robert Cortez
Assistant Chief Stephanie Holloman	General Counsel David Kendig
Clerk of the Authority Maria Huizar	Labor Negotiator Peter Brown

PUBLIC COMMENTS

Vice Chair Kuo opened and closed the Public Comments portion of the meeting without any comment 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 by Director Wagner and second by Director Kuo, and following a roll call vote, approved 4-1 (Director Kuo opposed, Directors Steggell, Hasselbrink, O'Neill 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

The Committee Members offered no comments.

ADJOURNMENT – Vice Chair Kuo adjourned the meeting at 7:26 p.m. The next meeting Regular Meeting of the Executive Committee will be Thursday, July 28, 2022, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

**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**

CALL TO ORDER

Chair Steggell called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:35 p.m. on July 28, 2022.

INVOCATION

The invocation was led by Chaplain Edward Valdez

PLEDGE OF ALLEGIANCE

Director O'Neill led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Michele Steggell, La Palma, Chair
John O'Neill, Garden Grove*
Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda*
Tri Ta, Westminster*
Donald P. Wagner, County of Orange*

Absent: Shelley Hasselbrink, Los Alamitos
Anthony Kuo, Irvine
Dave Shawver, Stanton
Dennis Wilberg, Ex Officio

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Kenny Dossey
Assistant Chief Jim Ruane
Assistant Chief TJ McGovern
Division Chief Tim Perkins
Assistant Clerk Martha Halvorson

Deputy Chief Lori Zeller
Assistant Chief Robert Cortez
Assistant Chief Lori Smith
Assistant Chief Stephanie Holloman
General Counsel David Kendig

**Members of the Committee participating 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 July 13, 2022, meeting, the Committee reviewed the Monthly Investment Reports and recommended forwarding the item to the Executive Committee to receive and file the reports.

B. Quarterly Capital Improvement Projects (CIP) Update (FILE 15.04)

Assistant Chief of Logistics Jim Ruane presented the Quarterly Capital Improvement Projects (CIP) Update.

PUBLIC COMMENTS

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

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

On motion of Director Hatch and second by Director Wagner, and following a roll call vote, approved 6-0 Agenda Items No. 2A-2D (Directors Hasselbrink, Kuo, and Shawver absent; General Counsel David Kendig recused himself on Agenda Item No. 2D.)

A. Minutes for the Executive Committee Meeting (FILE 12.02A2)

Action:

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 (FILE 11.10D2)

Action: Receive and file the reports.

C. Amendment No. 8 to Agreement for Aircraft Rescue Fire Fighting Services at John Wayne Airport (FILE 10.03)

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
(FILE 17.10G2)

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.

3. DISCUSSION CALENDAR

A. Reconciliation of Emergency Purchase Order in Response to the Coastal Fire
(FILE 11.10H6)

Assistant Chief Robert Cortez presented the Reconciliation of Emergency Purchase Order in Response to the Coastal Fire.

On motion of Director O'Neill and second by Director Wagner, and following a roll call vote, approved 6-0 (Directors Hasselbrink, Kuo, and Shawver absent) to 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

The Committee Members offered no comments.

ADJOURNMENT – Chair Steggell adjourned the meeting at 5:49 p.m. 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.

Martha Halvorson, CMC
Assistant Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

Executive Committee Concurrent Joint Special Meeting Thursday, July 28, 2022 9:20 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 July 28, 2022, at 9:20 p.m. by Board of Directors Chair Michele Steggell.

ROLL CALL

Present: Michele Steggell, La Palma, Chair
Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda*
John O' Neill, Garden Grove*
Dave Shawver, Stanton
Tri Ta, Westminster*
Donald P. Wagner, County of Orange*

Absent: Anthony Kuo, Irvine
Shelley Hasselbrink, Los Alamitos
Dennis Wilberg, Ex Officio

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Kenny Dossey
Assistant Chief Jim Ruane
Assistant Chief Robert Cortez
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

**Those members attending via Teleconferencing*

PUBLIC COMMENTS

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

1. DISCUSSION CALENDAR

A. 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 O'Neill, and following a roll call vote, approved 6-1 (Directors Steggell opposed, Directors Hasselbrink, and Kuo 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 9:25 p.m. 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.

Maria D. Huizar, CMC
Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee
Concurrent Joint Special Meeting
Thursday, August 25, 2022
6:00 P.M.**

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

CALL TO ORDER

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

ROLL CALL

Present: Michele Steggell, La Palma, Chair
Anthony Kuo, Irvine, Vice Chair*
Gene Hernandez, Yorba Linda*
Noel Hatch, Laguna Woods*
Dave Shawver, Stanton*
Tri Ta, Westminster*
Donald P. Wagner, County of Orange*

Absent: Shelley Hasselbrink, Los Alamitos
John O'Neill, Garden Grove
Dennis Wilberg, Ex Officio

Also present were:

Fire Chief Brian Fennessy
Assistant Chief Robert Cortez
General Counsel David Kendig

Deputy Chief Kenny Dossey
Communications Director Matt Olson
Clerk of the Authority Maria Huizar

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 Hernandez, and following a roll call vote, approved 4-3 (Directors Hatch, Kuo, and Steggell opposed, Directors Hasselbrink and O'Neill absent) to select Option # 1 to make the following findings:

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

REPORTS

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair Steggell adjourned the meeting at 6:35 p.m. The next meeting Regular Meeting of the Executive Committee will be Thursday, September 22, 2022, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 22, 2022

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

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

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

Prior Board/Committee Action

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

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Since the Committee did not meet in August, attached are the final monthly investment reports for the months ending June 30, 2022 and July 31, 2022. A preliminary investment report as of August 19, 2022 is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

1. Final Investment Report – June 2022/Preliminary Report – July 2022
2. Final Investment Report – July 2022/Preliminary Report – August 2022

Orange County Fire Authority Monthly Investment Report



Final Report – June 2022

Preliminary Report – July 2022



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

June 30, 2022



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of June 2022, the size of the portfolio decreased by approximately \$13 million to \$195.8 million. Receipts for the month totaled approximately \$24.8 million. Significant receipts included Property Tax apportionment payments totaling \$3.57 million, cash contract payments totaling \$14.5 million, and various grant reimbursement payments and other charges for current services totaling \$6.8 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$27 million. The portfolio's balance is expected to decrease in July as expenditures will exceed projected receipts.

In June, the portfolio's yield to maturity (365-day equivalent) moved upward by 18 basis points to 0.80%. The effective rate of return increased by 7 basis points to 0.65% for the month, while the average maturity of the portfolio decreased by three days to 18 days to maturity.

Economic News

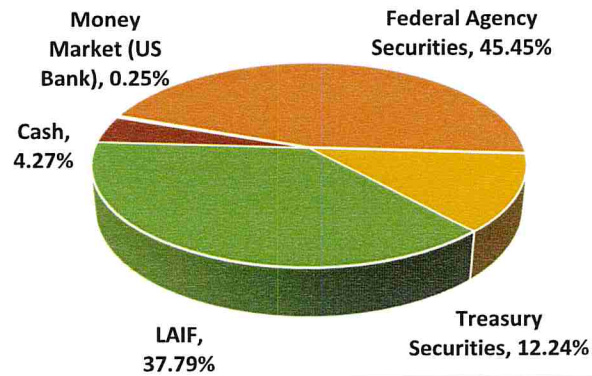
In June 2022, total nonfarm payroll employment rose by 372,000, and the unemployment rate held at 3.6% for the fourth consecutive month. Job gains were led by professional and business services, leisure and hospitality, and health care. Over the past 12 months, average hourly earnings have increased by 5.1% and are up 0.3% for the month. Retail sales increased 1% for the month propelled mostly by rising food and gasoline costs. U.S. consumer confidence slumped in June, dropping to its lowest level since February 2021. Consumers negative outlook was shaped primarily on inflation concerns, particularly gas and food prices.

The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 11.3% from a year ago and rose 1.1% on the month. The increase is attributed to a jump in energy costs. 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 1.3% in June, while the annual CPI increased 9.1%. The increase was broad based, with gasoline, food and shelter being the largest contributors. On June 15th, in its effort to combat inflation and slow the economy, the Federal Reserve 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%. The Federal Reserve will meet again on July 27th to discuss another rate adjustment.

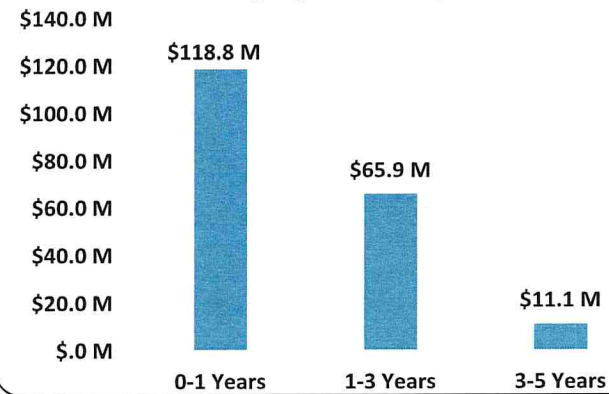


OCFA'S PORTFOLIO RETURN CONTINUES TO INCREASE AS THE FED RAISES SHORT TERM RATES

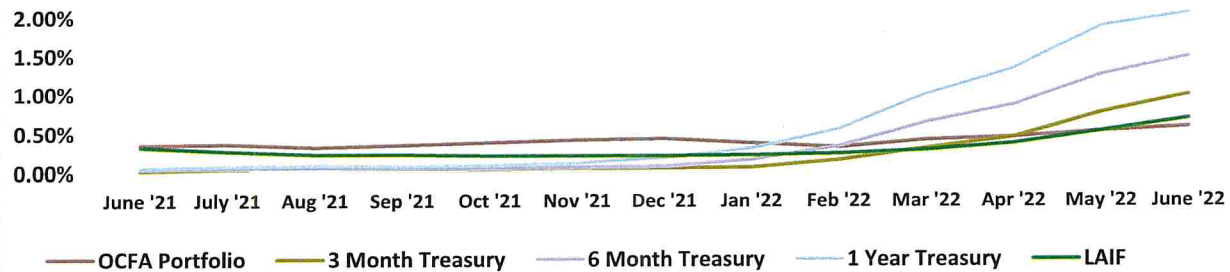
Market Value \$195,887,396



Aging Summary



12 Month Benchmarks



**BENCHMARK COMPARISON AS OF JUNE 30, 2022**

3 Month T-Bill: 1.54%

1 Year T-Bill: 2.65%

6 Month T-Bill: 2.17%

LAIF: 0.86%

OCFA Portfolio: 0.65%

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>	\$195,887,396	\$208,807,295	\$197,269,576
<i>Yield to Maturity (365 day)</i>	0.80%	0.62%	0.38%
<i>Effective Rate of Return</i>	0.65%	0.58%	0.36%
<i>Days to Maturity</i>	18	21	37



**FISCAL YEAR 2021-22
Portfolio Management
Portfolio Summary
June 30, 2022**

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

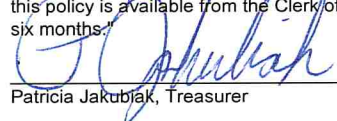
See Note 1 on page 10

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	491,764.26	491,764.26	491,764.26	0.25	1	1	1.270	1.288
Federal Agency Coupon Securities	81,450,000.00	77,068,005.90	81,451,974.03	42.23	1,318	24	0.551	0.558
Federal Agency Disc. -Amortizing	12,000,000.00	11,960,160.00	11,964,930.12	6.20	71	63	1.699	1.722
Treasury Discounts -Amortizing	24,000,000.00	23,977,320.00	23,978,640.05	12.43	67	27	0.980	0.994
Local Agency Investment Funds	75,000,000.00	74,034,406.05	75,000,000.00	38.88	1	1	0.849	0.861
	192,941,764.26	187,531,656.21	192,887,308.46	100.00%	570	18	0.793	0.804
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	8,355,740.27	8,355,740.27	8,355,740.27		1	1	0.000	0.000
Total Cash and Investments	201,297,504.53	195,887,396.48	201,243,048.73		570	18	0.793	0.804

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	110,296.29	748,101.46	748,101.46
Average Daily Balance	206,458,318.35	164,217,420.14	
Effective Rate of Return	0.65%	0.46%	

"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."

 7/1/22
Patricia Jakubjak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 201,243,048.73
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,355,652.25)
Total	\$ 195,887,396.48

FISCAL YEAR 2021-22
Portfolio Management
Portfolio Details - Investments
June 30, 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 Mat./Call	Days to Maturity Date
Money Mkt Mutual Funds/Cash										
SYS1042	1042	First American Treasury Oblig		09/22/2021	491,764.26	491,764.26	491,764.26	1.288	1.288	1
SYS528	528	Federated Treasury Obligations		07/01/2021	0.00	0.00	0.00	0.010	0.010	1
Subtotal and Average			10,430,101.89		491,764.26	491,764.26	491,764.26		1.288	1
Federal Agency Coupon Securities										
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,531,700.00	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	2,800,650.00	3,001,974.03	0.710	0.636	28 04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,248,200.00	12,000,000.00	0.720	0.720	0 04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 09/30/2022)		03/30/2021	8,000,000.00	7,582,240.00	8,000,000.00	0.550	0.550	91 09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 7/8/2022)		04/22/2021	9,435,000.00	9,042,598.35	9,435,000.00	0.375	0.375	7 04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2022)		04/23/2021	11,015,000.00	10,389,017.55	11,015,000.00	0.520	0.520	22 10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2022)		04/29/2021	12,000,000.00	11,158,200.00	12,000,000.00	1.000	1.000	28 04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2022)		05/11/2021	12,000,000.00	11,315,400.00	12,000,000.00	0.550	0.550	41 10/11/2024
Subtotal and Average			81,452,002.37		81,450,000.00	77,068,005.90	81,451,974.03		0.558	24
Federal Agency Disc. -Amortizing										
313385E36	1053	Fed Home Loan Bank		06/23/2022	12,000,000.00	11,960,160.00	11,964,930.12	1.670	1.722	63 09/02/2022
Subtotal and Average			15,588,033.14		12,000,000.00	11,960,160.00	11,964,930.12		1.722	63
Treasury Discounts -Amortizing										
912796R68	1046	US Treasury Bill		04/21/2022	12,000,000.00	11,998,560.00	11,998,640.00	0.680	0.700	6 07/07/2022
912796T41	1052	US Treasury Bill		06/23/2022	12,000,000.00	11,978,760.00	11,980,000.05	1.250	1.287	48 08/18/2022
Subtotal and Average			23,988,180.96		24,000,000.00	23,977,320.00	23,978,640.05		0.994	27
Local Agency Investment Funds										
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	74,034,406.05	75,000,000.00	0.861	0.861	1
Subtotal and Average			75,000,000.00		75,000,000.00	74,034,406.05	75,000,000.00		0.861	1
Total and Average			206,458,318.36		192,941,764.26	187,531,656.21	192,887,308.46		0.804	18

FISCAL YEAR 2021-22
Portfolio Management
Portfolio Details - Cash
June 30, 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	8,335,740.27	8,335,740.27	8,335,740.27		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	206,458,318.35		201,297,504.53	195,887,396.48	201,243,048.73		0.804	18

Orange County Fire Authority
In Service of Others!



FISCAL YEAR 2021-22
Aging Report
By Maturity Date
As of July 1, 2022

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

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				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(07/01/2022 - 07/01/2022)	5 Maturities	0 Payments	83,847,504.53	42.31%	83,847,504.53	82,881,910.58
Aging Interval: 1 - 30 days	(07/02/2022 - 07/31/2022)	1 Maturities	0 Payments	12,000,000.00	6.13%	11,998,640.00	11,998,560.00
Aging Interval: 31 - 60 days	(08/01/2022 - 08/30/2022)	1 Maturities	0 Payments	12,000,000.00	6.12%	11,980,000.05	11,978,760.00
Aging Interval: 61 - 90 days	(08/31/2022 - 09/29/2022)	1 Maturities	0 Payments	12,000,000.00	6.11%	11,964,930.12	11,960,160.00
Aging Interval: 91 - 120 days	(09/30/2022 - 10/29/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(10/30/2022 - 07/01/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(07/02/2023 - 06/30/2025)	7 Maturities	0 Payments	69,450,000.00	33.65%	69,451,974.03	65,909,805.90
Aging Interval: 1096 days and after	(07/01/2025 -)	1 Maturities	0 Payments	12,000,000.00	5.70%	12,000,000.00	11,158,200.00
Total for		16 Investments	0 Payments		100.00	201,243,048.73	195,887,396.48



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. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$5,156,626.02. The adjustment for June 30, 2022, includes a decrease of \$965,593.95 to the LAIF investment and a decrease of \$4,390,058.30 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 June 30, 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 June 30, 2022 is .987125414. When applied to OCFA's LAIF investment, the fair value is \$74,034,406.05 or \$965,593.95 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 June 30, 2022 is included on the following page.



State of California
Pooled Money Investment Account
Market Valuation
6/30/2022

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
United States Treasury:				
Bills	\$ 54,848,665,577.86	\$ 54,942,932,200.87	\$ 54,781,856,500.00	NA
Notes	\$ 104,643,095,916.36	\$ 104,593,661,357.83	\$ 102,160,461,000.00	\$ 245,265,780.00
Federal Agency:				
SBA	\$ 307,350,707.85	\$ 307,350,707.85	\$ 308,985,118.38	\$ 193,926.96
MBS-REMICs	\$ 4,692,696.64	\$ 4,692,696.64	\$ 4,761,517.29	\$ 21,218.19
Debentures	\$ 9,362,179,022.09	\$ 9,361,738,008.20	\$ 9,198,083,200.00	\$ 10,102,007.55
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 2,350,000,000.00	\$ 2,350,000,000.00	\$ 2,333,288,000.00	\$ 4,963,026.00
Discount Notes	\$ 30,059,675,770.69	\$ 30,110,253,965.21	\$ 30,001,238,500.00	NA
Supranational Debentures	\$ 2,211,832,920.27	\$ 2,211,832,920.27	\$ 2,141,709,500.00	\$ 5,074,333.50
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ 100,000,000.00	\$ 100,000,000.00	\$ 100,127,240.39	\$ 8,333.33
CDs and YCDs	\$ 13,285,000,000.00	\$ 13,285,000,000.00	\$ 13,259,760,785.79	\$ 28,932,798.53
Commercial Paper	\$ 11,523,629,687.36	\$ 11,549,363,979.09	\$ 11,525,497,727.72	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 492,674,729.32	\$ 492,342,145.99	\$ 473,145,680.00	\$ 3,245,257.95
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,453,000,000.00	\$ 4,453,000,000.00	\$ 4,453,000,000.00	NA
PMIA & GF Loans	\$ 828,153,000.00	\$ 828,153,000.00	\$ 828,153,000.00	NA
TOTAL	\$ 234,469,950,028.44	\$ 234,590,320,981.95	\$ 231,570,067,769.57	\$ 297,806,682.01

Fair Value Including Accrued Interest \$ 231,867,874,451.58

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

The value of each participating dollar equals the fair value divided by the amortized cost (0.987125414).
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,742,508.28 or \$20,000,000.00 x 0.987125414.



Orange County Fire Authority

Preliminary Investment Report

July 22, 2022



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
July 22, 2022

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

	See Note 1 on page 19	See Note 2 on page 19						
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	534,232.78	534,232.78	534,232.78	0.29	1	1	1.270	1.288
Federal Agency Coupon Securities	81,450,000.00	77,417,537.15	81,451,931.03	44.74	1,318	23	0.551	0.559
Federal Agency Disc. -Amortizing	24,000,000.00	23,931,480.00	23,944,686.74	13.15	71	47	1.768	1.792
Treasury Discounts -Amortizing	12,000,000.00	11,985,960.00	11,989,166.69	6.59	56	26	1.270	1.287
Local Agency Investment Funds	64,131,780.43	63,306,110.31	64,131,780.43	35.23	1	1	0.849	0.861
	182,116,013.21	177,175,320.24	182,051,797.67	100.00%	603	19	0.865	0.877
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	1,677,544.56	1,677,544.56	1,677,544.56		1	1	0.000	0.000
Total Cash and Investments	183,793,557.77	178,852,864.80	183,729,342.23		603	19	0.865	0.877

Total Earnings	July 22 Month Ending	Fiscal Year To Date
Current Year	97,063.60	97,063.60
Average Daily Balance	196,212,239.56	196,212,239.56
Effective Rate of Return	0.82%	0.82%

"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)	\$ 183,729,342.23
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,355,652.25)
Total	\$ 178,373,689.98

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
July 22, 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			534,232.78	534,232.78	534,232.78	1.288	1.288	1	
SYS528	528	Federated Treasury Obligations		07/01/2022	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			8,737,855.30		534,232.78	534,232.78	534,232.78		1.288	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,543,320.00	14,000,000.00	0.190	0.190	9	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 7/29/2022)		04/22/2021	3,000,000.00	2,809,350.00	3,001,931.03	0.710	0.639	29	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,281,560.00	12,000,000.00	0.720	0.720	9	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 09/30/2022)		03/30/2021	8,000,000.00	7,594,320.00	8,000,000.00	0.550	0.550	69	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 10/8/2022)		04/22/2021	9,435,000.00	9,050,712.45	9,435,000.00	0.375	0.375	77	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2022)		04/23/2021	11,015,000.00	10,408,954.70	11,015,000.00	0.520	0.520	0	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2022)		04/29/2021	12,000,000.00	11,393,520.00	12,000,000.00	1.000	1.000	6	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2022)		05/11/2021	12,000,000.00	11,335,800.00	12,000,000.00	0.550	0.550	19	10/11/2024
Subtotal and Average			81,451,951.55		81,450,000.00	77,417,537.15	81,451,931.03		0.559	23	
Federal Agency Disc. -Amortizing											
313385E36	1053	Fed Home Loan Bank		06/23/2022	12,000,000.00	11,970,600.00	11,977,176.74	1.670	1.722	41	09/02/2022
313385F84	1054	Fed Home Loan Bank		07/07/2022	12,000,000.00	11,960,880.00	11,967,510.00		1.862	54	09/15/2022
Subtotal and Average			20,671,693.58		24,000,000.00	23,931,480.00	23,944,686.74		1.792	47	
Treasury Discounts -Amortizing											
912796T41	1052	US Treasury Bill		06/23/2022	12,000,000.00	11,985,960.00	11,989,166.69	1.250	1.287	26	08/18/2022
Subtotal and Average			15,257,364.43		12,000,000.00	11,985,960.00	11,989,166.69		1.287	26	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			64,131,780.43	63,306,110.31	64,131,780.43	0.861	0.861	1	
Subtotal and Average			70,093,374.70		64,131,780.43	63,306,110.31	64,131,780.43		0.861	1	
Total and Average			196,212,239.56		182,116,013.21	177,175,320.24	182,051,797.67		0.877	19	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
July 22, 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		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2022	1,657,544.56	1,657,544.56	1,657,544.56		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	196,212,239.56		183,793,557.77	178,852,864.80	183,729,342.23		0.877	19

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of July 23, 2022

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

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				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(07/23/2022 - 07/23/2022)	5 Maturities	0 Payments	66,343,557.77	36.63%	66,343,557.77	65,517,887.65
Aging Interval: 1 - 30 days	(07/24/2022 - 08/22/2022)	1 Maturities	0 Payments	12,000,000.00	6.70%	11,989,166.69	11,985,960.00
Aging Interval: 31 - 60 days	(08/23/2022 - 09/21/2022)	2 Maturities	0 Payments	24,000,000.00	13.38%	23,944,686.74	23,931,480.00
Aging Interval: 61 - 90 days	(09/22/2022 - 10/21/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 91 - 120 days	(10/22/2022 - 11/20/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(11/21/2022 - 07/23/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(07/24/2023 - 07/22/2025)	7 Maturities	0 Payments	69,450,000.00	36.92%	69,451,931.03	66,024,017.15
Aging Interval: 1096 days and after	(07/23/2025 -)	1 Maturities	0 Payments	12,000,000.00	6.37%	12,000,000.00	11,393,520.00
Total for		16 Investments	0 Payments		100.00	183,729,342.23	178,852,864.80



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, 2022 includes a decrease of \$965,593.95 to the LAIF investment and a decrease of \$5,355,652.25 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 Monthly Investment Report



Final Report – July 2022

Preliminary Report – August 2022



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Orange County Fire Authority

Final Investment Report

July 31, 2022



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of July 2022, the size of the portfolio decreased by approximately \$6.6 million to \$189.2 million. Receipts for the month totaled approximately \$33 million. Significant receipts included Property Tax apportionment payments totaling \$7 million, cash contract payments totaling \$12.2 million, \$9 million from SCE for the QRF program, and various grant reimbursement payments and other charges for current services totaling \$4.8 million. Disbursements for the month totaled \$39.7 million and included two biweekly payrolls and related benefits totaling approximately \$31.9 million. The portfolio's balance is expected to decrease in August as expenditures will exceed projected receipts.

In July, the portfolio's yield to maturity (365-day equivalent) moved upward by 16 basis points to 0.96%. The effective rate of return increased by 25 basis points to 0.90% for the month, while the average maturity of the portfolio increased by seven days to 25 days to maturity.

Economic News

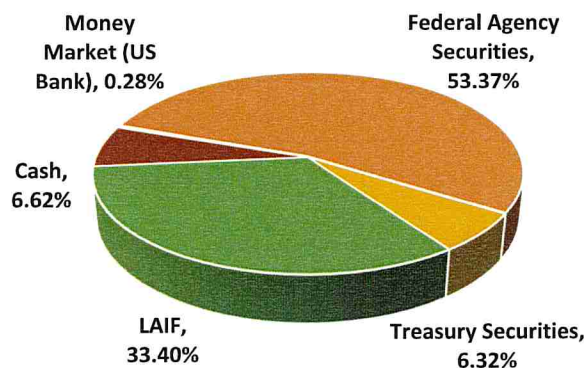
In July 2022, total nonfarm payroll employment rose by 528,000, and the unemployment rate dipped down to 3.5%, now back to its pre-pandemic level and tied for the lowest since 1969. Job gains were led again by professional and business services, leisure and hospitality, and health care. Over the past 12 months, average hourly earnings have increased by 5.2% and are up 0.5% for the month. Retail sales were unchanged in July as falling gasoline prices affected gas station sales. Retail online sales saw an increase. U.S. Consumer confidence fell for a third consecutive month in July, driven by concerns about rising food and gas prices.

The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 9.8% from a year ago and decreased 0.5% on the month. The monthly decrease was the first since April 2020. The monthly decrease is attributed to a drop in energy costs. 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) remained unchanged in July. CPI rose 8.5% since July 2021, a bigger slowdown than expected, largely due to the decrease in energy prices as gasoline prices declined, though prices for food and rent continued to climb. Following a .75% increase to the federal funds rate in June, the Federal Reserve raised its benchmark interest rate by an additional .75% on July 27. This takes the Federal Reserve's benchmark rate to the range of 2.25%-2.5%.

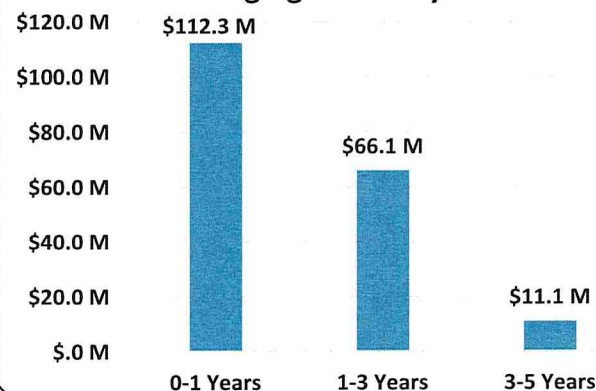


OCFA'S PORTFOLIO RETURN CONTINUES TO INCREASE AS THE FED RAISES SHORT TERM RATES

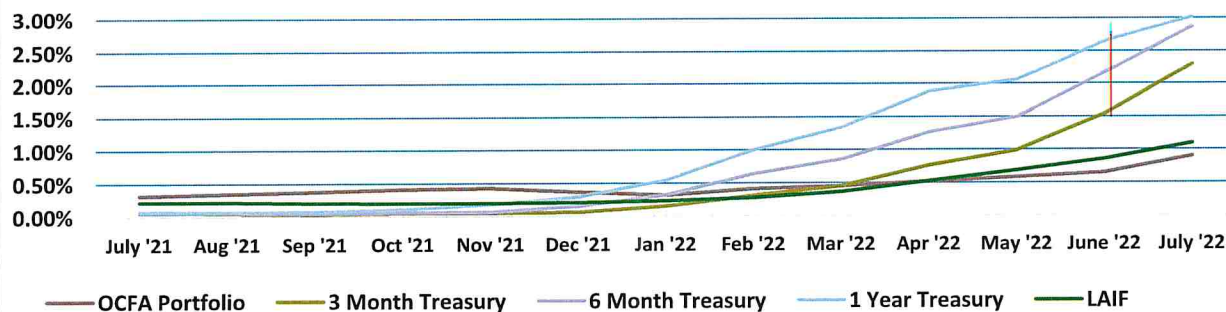
Market Value \$189,543,226



Aging Summary



12 Month Benchmarks



**BENCHMARK COMPARISON AS OF JULY 31, 2022**

3 Month T-Bill: 2.30%

1 Year T-Bill: 3.02%

6 Month T-Bill: 2.87%

LAIF: 1.09%

OCFA Portfolio: 0.90%

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>	\$189,263,677	\$195,887,396	\$182,004,316
<i>Yield to Maturity (365 day)</i>	0.96%	0.80%	0.37%
<i>Effective Rate of Return</i>	0.90%	0.65%	0.32%
<i>Days to Maturity</i>	25	18	32



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
July 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	533,941.11	533,941.11	533,941.11	0.29	1	1	1.968	1.995
Federal Agency Coupon Securities	81,460,000.00	77,219,831.25	81,451,915.39	44.74	1,318	40	0.551	0.558
Federal Agency Disc. -Amortizing	24,000,000.00	23,941,320.00	23,955,111.73	13.16	71	38	1.768	1.792
Treasury Discounts -Amortizing	12,000,000.00	11,988,360.00	11,992,916.68	6.59	56	17	1.270	1.287
Local Agency Investment Funds	64,131,780.43	63,306,110.31	64,131,780.43	35.22	1	1	1.075	1.090
	182,115,721.54	176,989,562.67	182,065,665.34	100.00%	603	25	0.947	0.960
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	12,553,663.80	12,553,663.80	12,553,663.80		1	1	0.000	0.000
Total Cash and Investments	194,669,385.34	189,543,226.47	194,619,329.14		603	25	0.947	0.960

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	148,533.44	148,533.44
Average Daily Balance	193,832,427.54	193,832,427.54
Effective Rate of Return	0.90%	0.90%

"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 Jakubjak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 194,619,329.14
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,355,652.25)
Total	\$ 189,263,676.89

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
July 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 Mat./Call	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	First American Treasury Oblig			533,941.11	533,941.11	533,941.11	1.995	1.995	1	
SYS528	528	Federated Treasury Obligations		07/01/2022	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			8,085,158.94		533,941.11	533,941.11	533,941.11		1.995	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,554,380.00	14,000,000.00	0.190	0.190	0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 8/21/2022)		04/22/2021	3,000,000.00	2,819,070.00	3,001,915.39	0.710	0.639	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,321,040.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 09/30/2022)		03/30/2021	8,000,000.00	7,613,920.00	8,000,000.00	0.550	0.550	60	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 10/8/2022)		04/22/2021	9,435,000.00	9,065,808.45	9,435,000.00	0.375	0.375	68	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 10/23/2022)		04/23/2021	11,015,000.00	10,436,932.80	11,015,000.00	0.520	0.520	83	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 10/29/2022)		04/29/2021	12,000,000.00	11,094,120.00	12,000,000.00	1.000	1.000	89	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2022)		05/11/2021	12,000,000.00	11,314,560.00	12,000,000.00	0.550	0.550	10	10/11/2024
Subtotal and Average			81,451,942.82		81,450,000.00	77,219,831.25	81,451,915.39		0.558	40	
Federal Agency Disc. -Amortizing											
313385E36	1053	Fed Home Loan Bank		06/23/2022	12,000,000.00	11,975,760.00	11,982,186.73	1.670	1.722	32	09/02/2022
313385F84	1054	Fed Home Loan Bank		07/07/2022	12,000,000.00	11,965,560.00	11,972,925.00	1.805	1.862	45	09/15/2022
Subtotal and Average			21,623,598.85		24,000,000.00	23,941,320.00	23,955,111.73		1.792	38	
Treasury Discounts -Amortizing											
912796T41	1052	US Treasury Bill		06/23/2022	12,000,000.00	11,988,360.00	11,992,916.68	1.250	1.287	17	08/18/2022
Subtotal and Average			14,309,137.66		12,000,000.00	11,988,360.00	11,992,916.68		1.287	17	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			64,131,780.43	63,306,110.31	64,131,780.43	1.090	1.090	1	
Subtotal and Average			68,362,589.27		64,131,780.43	63,306,110.31	64,131,780.43		1.090	1	
Total and Average			193,832,427.54		182,115,721.54	176,989,562.67	182,065,665.34		0.960	25	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
July 31, 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		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2022	12,533,663.80	12,533,663.80	12,533,663.80		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			193,832,427.54		194,669,385.34	189,543,226.47	194,619,329.14		0.960	25

Orange County Fire Authority
In Service of Others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of August 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	(08/01/2022 - 08/01/2022)	5 Maturities	0 Payments	77,219,385.34	40.30%	77,219,385.34	76,393,715.22
Aging Interval: 1 - 30 days	(08/02/2022 - 08/31/2022)	1 Maturities	0 Payments	12,000,000.00	6.32%	11,992,916.68	11,988,360.00
Aging Interval: 31 - 60 days	(09/01/2022 - 09/30/2022)	2 Maturities	0 Payments	24,000,000.00	12.63%	23,955,111.73	23,941,320.00
Aging Interval: 61 - 90 days	(10/01/2022 - 10/30/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 91 - 120 days	(10/31/2022 - 11/29/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(11/30/2022 - 08/01/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(08/02/2023 - 07/31/2025)	7 Maturities	0 Payments	69,450,000.00	34.89%	69,451,915.39	66,125,711.25
Aging Interval: 1096 days and after	(08/01/2025 -)	1 Maturities	0 Payments	12,000,000.00	5.85%	12,000,000.00	11,094,120.00
Total for		16 Investments	0 Payments		100.00	194,619,329.14	189,543,226.47



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. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$5,156,626.02. The adjustment for June 30, 2022, includes a decrease of \$965,593.95 to the LAIF investment and a decrease of \$4,390,058.30 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 July 31, 2022, OCFA has \$64,131,780 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 June 30, 2022 is .987125414. When applied to OCFA's LAIF investment, the fair value is \$63,306,110.31 or \$825,670.12 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 July 31, 2022 is included on the following page.



Fair Value Including Accrued Interest	\$	226,892,293,021.13
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Orange County Fire Authority

Preliminary Investment Report

August 19, 2022



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
August 19, 2022

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

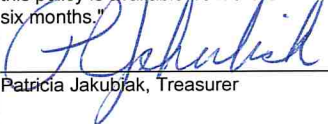
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	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Investments								
Money Mkt Mutual Funds/Cash	578,644.77	578,644.77	578,644.77	0.36	1	1	1.968	1.995
Federal Agency Coupon Securities	81,450,000.00	76,412,600.65	81,451,878.26	50.88	1,318	45	0.551	0.558
Federal Agency Disc. -Amortizing	36,000,000.00	35,931,240.00	35,933,853.37	22.45	66	31	1.979	2.006
Local Agency Investment Funds	42,131,780.43	41,589,351.20	42,131,780.43	26.32	1	1	1.075	1.090
	160,160,425.20	154,511,836.62	160,096,156.83	100.00%	686	30	1.014	1.028

Investments								
Cash								
Passbook/Checking (not included in yield calculations)	1,351,700.00	1,351,700.00	1,351,700.00		1	1	0.000	0.000
Total Cash and Investments	161,512,125.20	155,863,536.62	161,447,856.83		686	30	1.014	1.028

Total Earnings	August 19 Month Ending	Fiscal Year To Date
Current Year	87,767.53	236,300.97
Average Daily Balance	179,270,091.18	188,298,739.73
Effective Rate of Return	0.94%	0.92%

"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."

 8/26/22
 Patricia Jakubjak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 161,447,856.83
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,355,652.25)
Total	\$ 156,092,204.58

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
August 19, 2022

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
August 19, 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		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2022	1,331,700.00	1,331,700.00	1,331,700.00		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	179,270,091.18		161,512,125.20	155,863,536.62	161,447,856.83		1.028	30

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of August 20, 2022

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

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					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(08/20/2022 - 08/20/2022)	5 Maturities	0 Payments	44,062,125.20	27.92%	44,062,125.20	43,519,695.97
Aging Interval:	1 - 30 days	(08/21/2022 - 09/19/2022)	2 Maturities	0 Payments	24,000,000.00	15.38%	23,977,120.03	23,974,320.00
Aging Interval:	31 - 60 days	(09/20/2022 - 10/19/2022)	1 Maturities	0 Payments	12,000,000.00	7.67%	11,956,733.34	11,956,920.00
Aging Interval:	61 - 90 days	(10/20/2022 - 11/18/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	91 - 120 days	(11/19/2022 - 12/18/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	(12/19/2022 - 08/20/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(08/21/2023 - 08/19/2025)	7 Maturities	0 Payments	69,450,000.00	42.00%	69,451,878.26	65,465,000.65
Aging Interval:	1096 days and after	(08/20/2025 -)	1 Maturities	0 Payments	12,000,000.00	7.02%	12,000,000.00	10,947,600.00
Total for			16 Investments	0 Payments		100.00	161,447,856.83	155,863,536.62



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, 2022 includes a decrease of \$965,593.95 to the LAIF investment and a decrease of \$5,355,652.25 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
September 22, 2022

Agenda Item No. 2C
Consent Calendar

Fourth Quarter Financial Newsletter

Contact(s) for Further Information

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Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
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Stuart Lam, Budget Manager	stuartlam@ocfa.org	714.573.6302
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Summary

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the preliminary close of FY 2021/22.

Prior Board/Committee Action

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

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and by type. Revenues and expenditures for the Capital Improvement Program (CIP) funds are also included. Revenues and expenditures for the General and CIP Funds through the close of the fiscal year are within budgetary estimates, except where noted in the attached newsletter.

Attachment(s)

Fourth Quarter Financial Newsletter – July 2021 to June 2022

4th Quarter

July 2021 to June 2022

Financial Newsletter

Summary

The Quarterly Financial Newsletter provides summary level information regarding the General Fund (GF) operating budget and Capital Improvement Program (CIP) budget to highlight revenue and expenditure trends and areas of note.

With the close of the fiscal year, General Fund actual revenues and expenditures are within budget. As of the end of the 4th quarter, OCFA received 97.7% of budgeted revenues and expended 97.7% of appropriations.

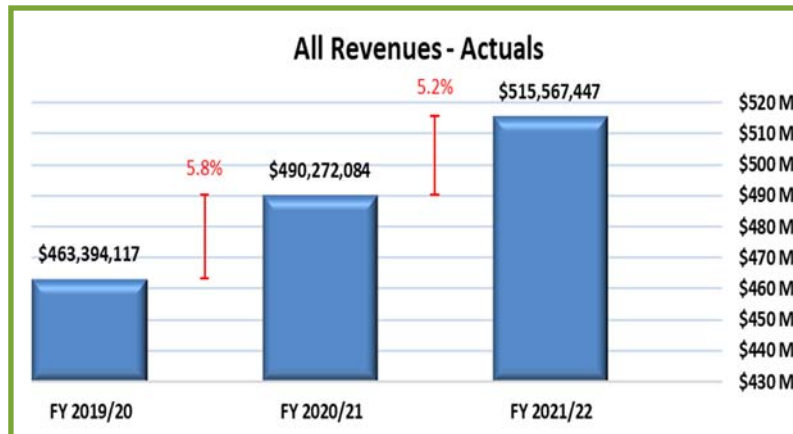
The OCFA expended 64.5% of the GF CIP, 3.1% of Fire Stations & Facilities, 36.2% of Comm. & Info. Systems, and 85.2% of the Fire Apparatus budgets. CIP projects not yet completed are anticipated to be rebudgeted to FY 2022/23.

For additional info, see attached newsletter.



General Fund

REVENUES - General Fund revenues received in FY 2021/22 amounted to \$515.6 million, approximately 5.2% higher than the prior year. The increase is primarily due

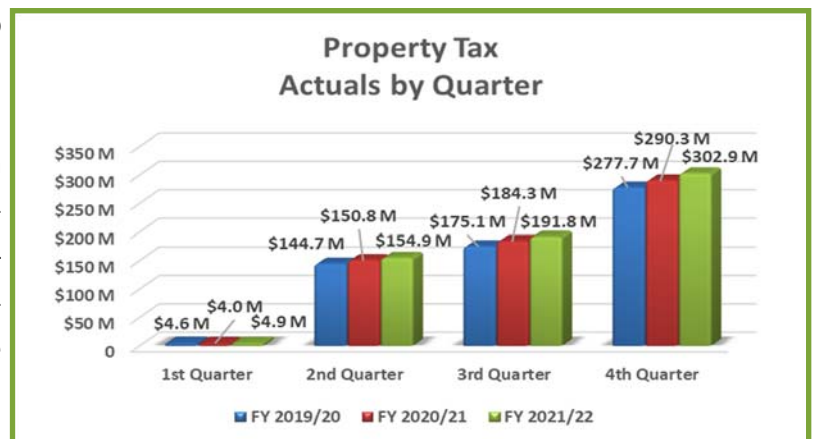


to higher secured and unsecured property tax receipts as well as higher cash contract city, CRA pass-through, and community risk reduction fee revenue.

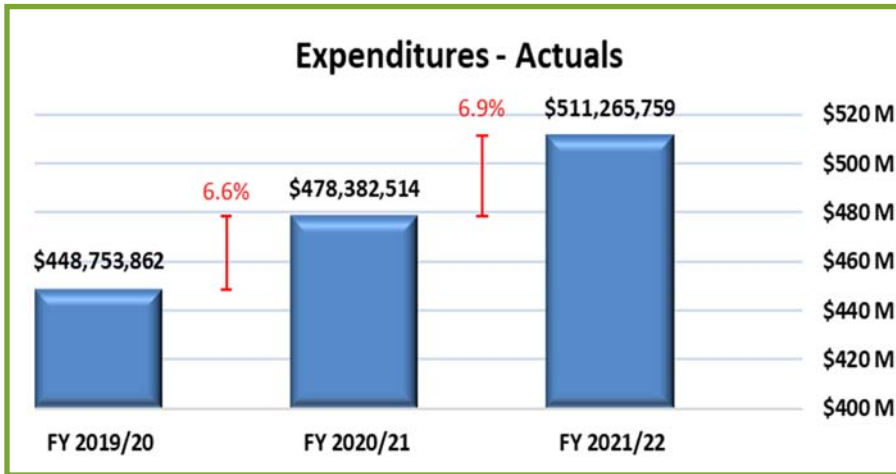
Overall General Fund revenue receipts met expectations. Actual

property tax revenue of \$302.9 million increased 4.3% or \$12.6 million over the prior

year primarily due to growth in secured property tax. Secured property tax growth has been driven by residential price appreciation and new construction throughout the County.

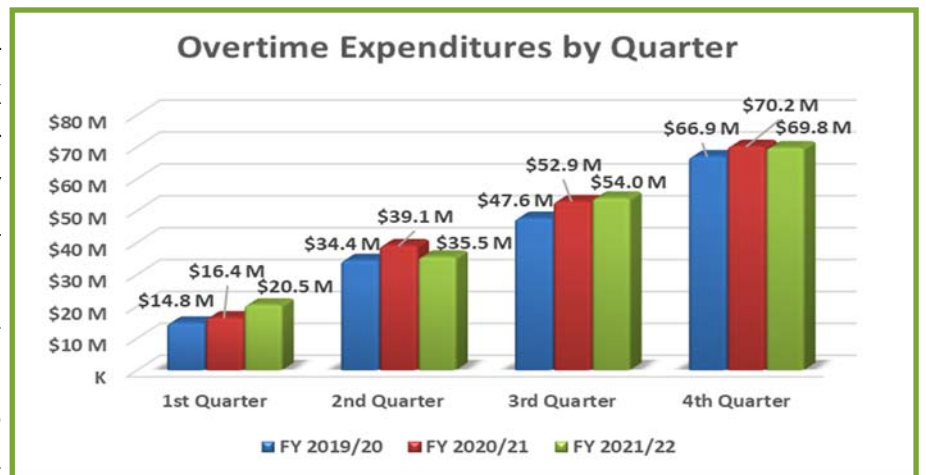


EXPENDITURES — General Fund expenditures through the 4th quarter amounted to \$511.3 million and



reflect an increase of 6.9% when compared to the prior fiscal year. The increase in expenditures over the prior year was driven by MOU changes for Firefighter rank and Chief Officers as well as increased workers' compensation costs and increased paydown of unfunded liabilities. Overall expenditures were \$12.1 million less than the budget of \$523.4 million. Much of the unspent expenditure budget is related

to multi-year grant and restricted program funds that are anticipated to be rebudgeted into FY 2022/23. The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2019/20 through fiscal year 2021/22. Actual overtime expenditures are approximately \$419K lower than last year due to lower emergency incident activity in FY 2021/22. Major incidents this year include the Dixie, Caldor, and Coastal fires. These emergency incident overtime expenditures are reimbursable. Several categories of backfill/overtime are higher when compared to last fiscal year including Workers' Compensation due to a surge in COVID-19 related claims (\$2.8 million higher), Sick and Vacation (\$2.5 million higher), and Training (\$1.6 million higher). Next year's FY 2022/23 Adopted Budget includes a \$5.6 million increase in overtime to match the trend in higher overtime expenditures.



We hope you have found this summary information illustrative and useful. Additional detailed information is included in following Newsletter pages, including progress for each of the CIP funds.



Orange County Fire Authority

Fourth Quarter Financial Newsletter – July 2021 to June 2022

OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the fourth quarter and preliminary close of Fiscal Year 2021/22. Budget figures include all budget adjustments authorized by the Board through the end of the fiscal year.

GENERAL FUND

With 100% of the year completed, General Fund revenues are 97.7% of budget and expenditures are 97.7% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	515,567,447	527,439,431	11,871,984	97.7%
Expenditures	511,265,759	523,396,625	12,130,866	97.7%

Top Five Revenues. The analysis presented below compares the five largest revenue categories received through the fourth quarter versus the budget for the fiscal year. Categories in which the variance is greater than 10% or \$1 million, are discussed below the table.

Top Five Revenues	YTD Actual Receipts	Budget	Variance: Actual to Budget in Dollars	% Variance
Property Taxes	302,861,759	298,984,024	3,877,735	1.3%
Cash Contracts	133,589,796	132,944,151	645,645	0.5%
State Reimbursements	36,960,264	49,377,828	(12,417,564)	-25.1%
CRA Pass-through	17,727,213	18,618,096	(890,883)	-4.8%
Community Risk Reduction Fees	6,331,222	5,686,323	644,899	11.3%
Total	497,470,254	505,610,422	(8,140,168)	-2%

- **Property Taxes** – The variance in property taxes of \$3.9 million or 1.3% is a result of higher property tax revenue for FY 2021/22 than anticipated, primarily in the secured and supplemental property tax categories. The secured category exceeded budget by \$2.1 million and the supplemental category exceeded by \$1.5 million.
- **State Reimbursements** – This revenue line includes grant revenues which are reimbursable, meaning revenues are recognized as allowable expenses are incurred. The majority of the variance is due to the timing of reimbursements for various multi-year programs and grants. The CalFire grant for Invasive Tree Pest Mitigation and Fuels Reduction is one such grant, of which less than 25% of the \$4.6 million budget has been spent and therefore received as revenue. This program is designed to be a multi-year effort, with the full amount budgeted when the grant was approved by the Board of Directors, and the balance carried over from year-to-year until it is fully expended/reimbursed. State Reimbursement revenue not yet received will be included in the Carryover of FY 2021/22 into FY 2022/23.

- **Community Risk Reduction Fees** – Estimated CRR Revenue was decreased as part of the mid-year budget adjustment due to the ongoing COVID-19 impact and a reduced number of inspections. However, revenue came in higher than anticipated due to increased activity in the 4th Quarter after businesses reopened from pandemic-related closures.

Expenditures. The analysis presented below compares the actual expenditures through the fourth quarter versus the budget for the fiscal year. Categories in which the variance is greater than 10% or \$1 million, are discussed below the table.

Expenditures by Department	YTD Actual Expenditures	Budget	Variance: Actual to Budget in Dollars	% Variance
Business Services	25,545,385	26,095,573	(550,188)	-2%
Command & Emergency Planning	9,409,427	9,895,878	(486,451)	-5%
Community Risk Reduction	12,925,703	17,720,515	(4,794,812)	-27%
EMS & Training	13,498,470	14,105,667	(607,197)	-4%
Executive Management	18,870,404	25,750,553	(6,880,149)	-27%
Human Resources	12,310,831	12,635,472	(324,641)	-3%
Logistics	38,029,183	38,947,662	(918,479)	-2%
Operations	351,107,782	343,648,245	7,459,537	2%
Special Operations	29,568,574	34,597,060	(5,028,486)	-15%
Total	511,265,759	523,396,625	(12,130,866)	-2%

- **Community Risk Reduction** – This department is lower than budget estimates for the fourth quarter due to the Cal Fire Tree Pest Mitigation Grant with only \$1.1 million of the \$4.6 million grant budget expended. Projects have been delayed due to COVID-19, but expenditures are anticipated to pick up in FY 2022/23, and the balance of the grant will be included in the FY 2022/23 Carryover request.
- **Executive Management** – The positive variance of \$6.9 million through the fourth quarter is due to the FIRIS Program with a \$6.2 million remaining budget balance. Unexpended FIRIS program funds will be included in the FY 2022/23 Carryover request.
- **Operations** – This department's expenditures exceeded budget by \$7.5 million primarily due to an S&EB overage of \$7.8 million offset by small savings of \$405K in Services & Supplies. The budgetary variance is primarily due to backfill/overtime expenditures. Several categories of backfill/overtime are higher when compared to last fiscal year including Workers' Compensation due to a surge in COVID-19 related claims, Sick and Vacation, and Training. The overage in Operations overtime was offset by significant savings in other departments. Next year's FY 2022/23 Adopted Budget includes a \$5.6 million increase in overtime to match the trend in higher overtime expenditures.
- **Special Operations** – This department is under budget by \$5.0 million largely due to lower than expected salary and benefit expenditures. Vacancies in the Air Operations, US&R, and Crews & Equipment sections contributed to the variance.

Expenditures by type are outlined below, with exception details following the table:

Expenditures by Type	YTD Actual Expenditures	Budget	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	449,353,355	448,850,719	502,636	0%
Services and Supplies	61,013,674	73,581,558	(12,567,884)	-17%
Equipment	898,730	964,348	(65,618)	-7%
Total	511,265,759	523,396,625	(12,130,866)	-2%

- **Services and Supplies** – Actual expenditures finished approximately \$12.6 million or 17% under budget through the close of the fiscal year. Approximately \$12.4 million in services and supplies expenditures related to programs and grants are anticipated to be included in the Carryover request to Fiscal Year 2022/23.

CIP FUNDS

Revenues and expenditures for the Capital Improvement Program funds are summarized below. Any variances are noted following the fund table.

This fiscal year, actual revenue in the CIP Funds reflects higher than normal Governmental Accounting Standard's Board (GASB) Statement 31 adjustments. Statement 31 generally requires governmental entities to report investments at fair value in the financial statements and to reflect the related unrealized gains and losses as a component of investment income. This fair value adjustment is for financial statement reporting only. Under GASB 31 guidelines, investment income is similarly increased/decreased for financial statement purposes. Investment income is impacted by the change in fair value of the investments from the beginning to the end of the reporting period. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity.

General Fund CIP

Fund 12110	YTD Actual	Budget	Percent
Expenditures	6,578,404	10,191,729	64.5%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$10.2 million include funding for enterprise phone/public address system upgrade, fire station bathroom inclusive facilities projects, data network upgrades, fire shelters, Hazmat air monitors, telephone/alarm system upgrade, replacement of PCs, laptops, tablets, printers, 800 MHz radios, VHF radios, and mobile data computers.
- Expenditures of approximately \$6.6 million are attributable to the station bathroom inclusive facilities projects, fire station telephone/alarm/sound system upgrade, data network upgrades, enterprise phone/public address system upgrade, replacement PCs, tablets and printers, VHF radios, 800 MHz radios, high pressure air bags, and mobile data computers.

Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	155,823	508,199	30.7%
Expenditures	646,426	20,818,265	3.1%

- Revenues in this fund are attributable to interest earned through the fourth quarter, CALFIRE contract revenue, developer contributions of \$401K, and a GASB Statement 31 negative adjustment of \$521K.
- Appropriations of \$20.8 million include funding for replacement of FS 10 and FS 24, RFOTC training grounds expansion and upgrade, infrastructure security enhancements, FS 49 apparatus bay floor reconstruction and retrofit of existing fire station life and safety systems.
- Expenditures of approximately \$646K include FS 49 apparatus bay floor reconstruction, RFOTC expansion and upgrade of training grounds, retrofit of existing fire station life and safety systems, and commencing the replacement of FS 10.

Communications & Information Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	(118,653)	28,311	-419.1%
Expenditures	1,616,216	4,466,515	36.2%

- Revenues in this fund are attributable to interest earned through the fourth quarter and a GASB Statement 31 negative adjustment of \$147K.
- Appropriations of \$4.5 million include funding for: CRR automation/IFP replacement, RFOTC data center fire suppression system upgrade, disaster recovery co-location facility, EMS enterprise system development, enterprise audio video equipment upgrades, incident reporting application replacement, and next generation CAD2CAD.
- Year to date expenditures of \$1.6 million are primarily attributable to the CRR automation/IFP replacement, EMS enterprise system development, RFOTC data center fire suppression system upgrade, OCFA enterprise audio-visual upgrades, and the disaster recovery co-location facility.

Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	1,183,933	2,851,936	41.5%
Expenditures	12,143,468	14,256,648	85.2%

- Revenues in this fund are attributable to vehicle replacement program payments from cash contract cities, interest earned through the fourth quarter, and a GASB Statement 31 negative adjustment of \$572K.
- Appropriations of \$14.3 million include vehicle outfitting, 5 100' quint trucks, 1 type one engine, 1 dozer transport trailer, 1 US&R support vehicle, 3 swift water vehicles, 5 vans,

4 full-size SUVs, a superintendent vehicle, and other miscellaneous emergency and support vehicles.

- Expenditures include 6 100' quint trucks, 1 dozer tender transport trailer, 1 developer funded truck, 2 light service trucks, 1 Type 1 Engine, and outfitting costs.

SUMMARY

For more information. This summary is based on detailed information from our financial system. If you would like more information or have any questions about the report, please contact Stuart Lam, Budget Manager at 714-573-6302, or Tricia Jakubiak, Treasurer at 714-573-6301.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 22, 2022

Agenda Item No. 2D
Consent Calendar

Annual Investment Report

Contact(s) for Further Information

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James Slobojan, Assistant Treasurer	james.slobojan@ocfa.org	714.573.6305
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Summary

This annual agenda item is submitted to the Budget and Finance Committee in compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy.

Prior Board/Committee Action

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

RECOMMENDED ACTION(S)

In compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy, receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Section 18.2 of OCFA's Investment Policy requires that the Treasurer submit an annual report to the Budget and Finance Committee and the Executive Committee following the close of the fiscal year. The attached report certifies that the Treasurer has complied with OCFA's investment policies and procedures and details the following:

- Portfolio performance and comparison to benchmarks
- A review of trends regarding the size of the portfolio
- Discussion of investment risk in the portfolio
- Analysis of the composition of the portfolio
- GASB 31 impacts
- Investment income
- A statement of anticipated investment fund activity in the next fiscal year

Attachment(s)

Annual Investment Report for Fiscal Year 2021/22

***Orange County Fire Authority
Annual Investment Report
Fiscal Year 2021/22
Treasury and Financial Planning***



The Annual Investment Report for the fiscal year ended June 30, 2022, fulfills the requirements of Section 18.2 of the Authority's Investment Policy ("the Policy"). The Annual Report is a review of the last twelve months of investment activity by the Treasurer.



Annual Investment Report Table of Contents

1-3	 	Portfolio Performance and Comparison to Benchmark
4	 	Review of Trends Regarding the Size of the Portfolio
5-6	 	Investment Risk in the Portfolio
7-9	 	Analysis of the Composition of the Portfolio
10	 	GASB 31 Impacts
11	 	Investment Income
12	 	Anticipated Investment Activity in the Next Fiscal Year
13	 	Treasurer's Certification



PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARKS

OCFA's portfolio return outperformed all Treasury benchmarks until mid-year and outperformed the Local Agency Investment Fund (LAIF) until May, as listed in the comparison table below.

At the beginning of Fiscal Year 2021/22, the economy began slowly recovering from the disruption of the pandemic related global supply chain issues which contributed to shortages and price increases in a variety of wholesale and consumer products. Though consumer spending continued to increase, it was at a much slower pace than in early 2021. Payroll employment continued to grow at a steady pace while the Consumer Price Index (CPI) began inching steadily higher each month. Inflation reached a 40-year high on the heels of the Russia/Ukraine conflict which drove up energy prices, further pushing up inflation numbers. The unemployment rate ranged from a high of 5.4% in July 2021 and ended the fiscal year at 3.6%. The Federal Reserve raised interest rates a total of 150 basis points to a target fed funds rate of 1.50% - 1.75% to begin tamping down inflation. OCFA's portfolio began the fiscal year with an effective rate of return of 0.32% and ended with a return of .65%. Fed actions allowed for Treasury rates to rise at a rapid pace in the second half of the fiscal year while the portfolios of both OCFA and LAIF lagged the bond market due to their maturity structure. Overall, actual portfolio earnings exceeded the final budget projection for the fiscal year due to higher than anticipated cash balances and interest rates.

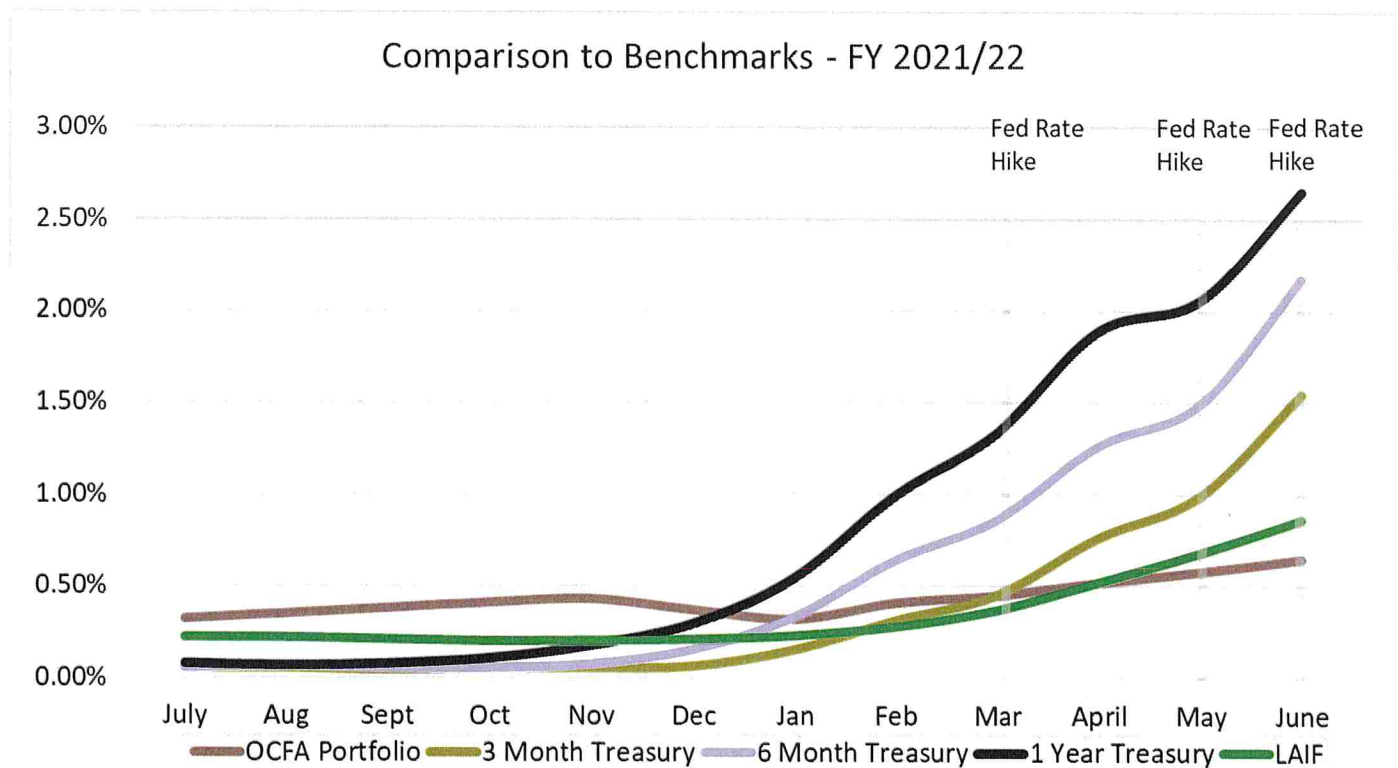
OCFA Portfolio				Benchmark Comparisons			
Month-End	Market Value	Days to Maturity	Effective Yield	3 Month Treasury	6 Month Treasury	1 Year Treasury	LAIF
July	182,201,732	32	0.32%	0.05%	0.05%	0.08%	0.22%
August	156,789,547	29	0.35%	0.05%	0.06%	0.07%	0.22%
September	151,635,659	26	0.38%	0.04%	0.05%	0.08%	0.21%
October	111,470,543	34	0.41%	0.05%	0.05%	0.11%	0.20%
November	131,057,758	33	0.43%	0.05%	0.07%	0.18%	0.20%
December	214,171,314	21	0.37%	0.06%	0.15%	0.30%	0.21%
January	164,461,602	27	0.32%	0.15%	0.33%	0.55%	0.23%
February	141,908,815	21	0.41%	0.31%	0.64%	1.00%	0.28%
March	152,751,802	16	0.45%	0.45%	0.86%	1.34%	0.37%
April	214,524,735	27	0.52%	0.76%	1.26%	1.89%	0.52%
May	204,332,958	21	0.58%	0.99%	1.49%	2.06%	0.68%
June	195,887,396	18	0.65%	1.54%	2.17%	2.65%	0.86%
Fiscal Year Average	168,432,822	25	0.43%	0.38%	0.60%	0.86%	0.35%



PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARKS

The following chart compares the Authority's monthly portfolio performance with benchmarks including 3-month, 6-month, and 1-year Treasuries and LAIF. OCFA's portfolio yield outperformed all benchmarks from July to November 2021, then slowly began to lag over the next few months. The OCFA portfolio outperformed LAIF until May 2022.

- During FY 2021/22, Treasury yields held firm throughout the first half of the year as the Fed held rates stable until inflation took off after the Russia/Ukraine conflict and began a series of rate hikes totaling 150 basis points.
- In a rising/declining interest rate environment, LAIF's return tends to lag the market in rising/declining due to their maturity structure. As such, LAIF's return was lower than the OCFA's portfolio until May 2022 and was lower than the Treasury all 3 benchmarks until February 2022.
- In FY 2021/22, OCFA kept investments primarily in Federal Agency securities and LAIF which yielded higher returns compared to Treasuries. OCFA did invest in Treasury securities once the Fed began increasing the Federal Funds rate and Treasury yields began to climb. With interest rates expected to rise in the coming months, OCFA's portfolio rate of return is also projected to grow.

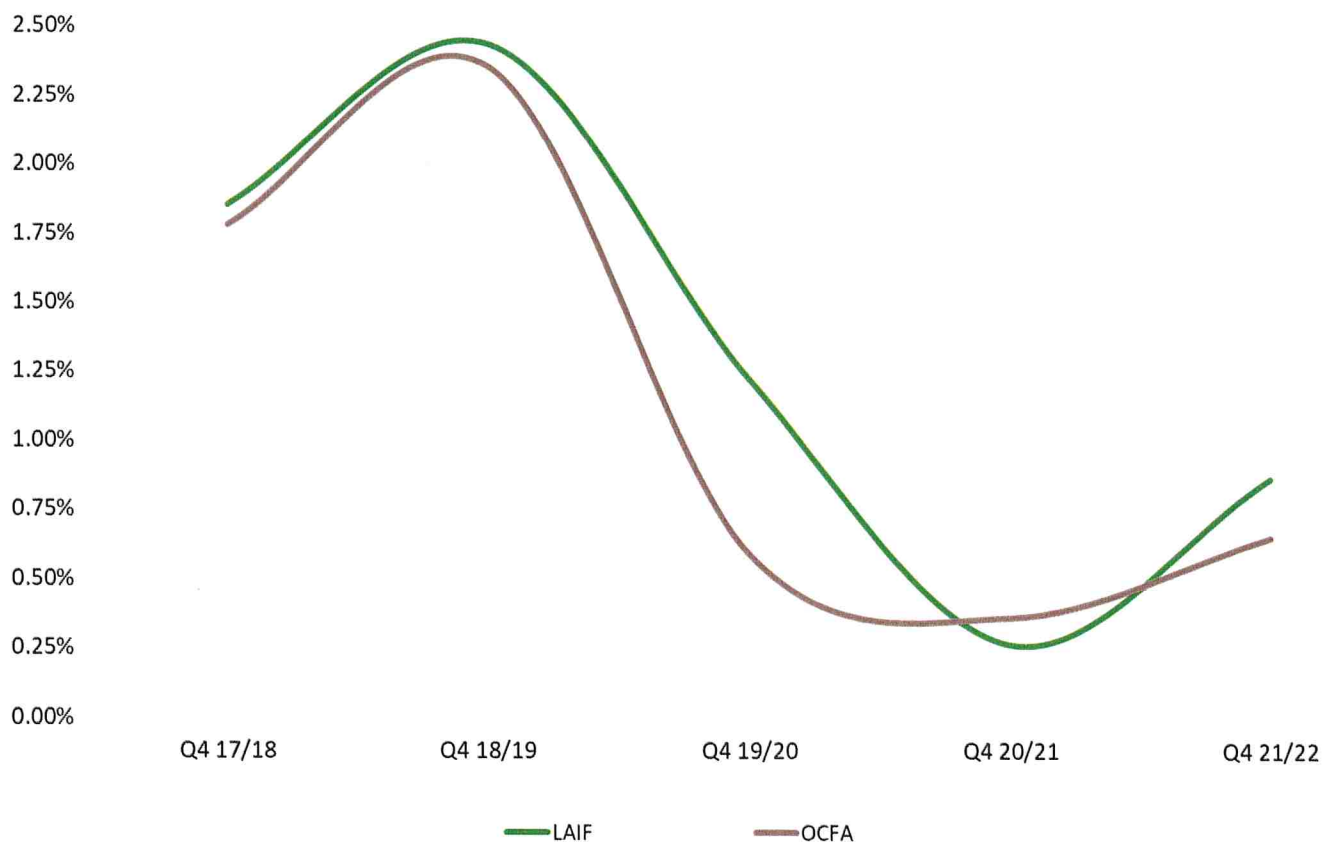




PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARKS

The following chart provides a 5-year history of the Authority's portfolio yield from FY 2017/18 through FY 2021/22 compared to a 5-year history of LAIF's yield. As demonstrated with this historical view, OCFA's portfolio yield performs similarly to LAIF.

OCFA & LAIF Portfolio Yields - 5 Year History





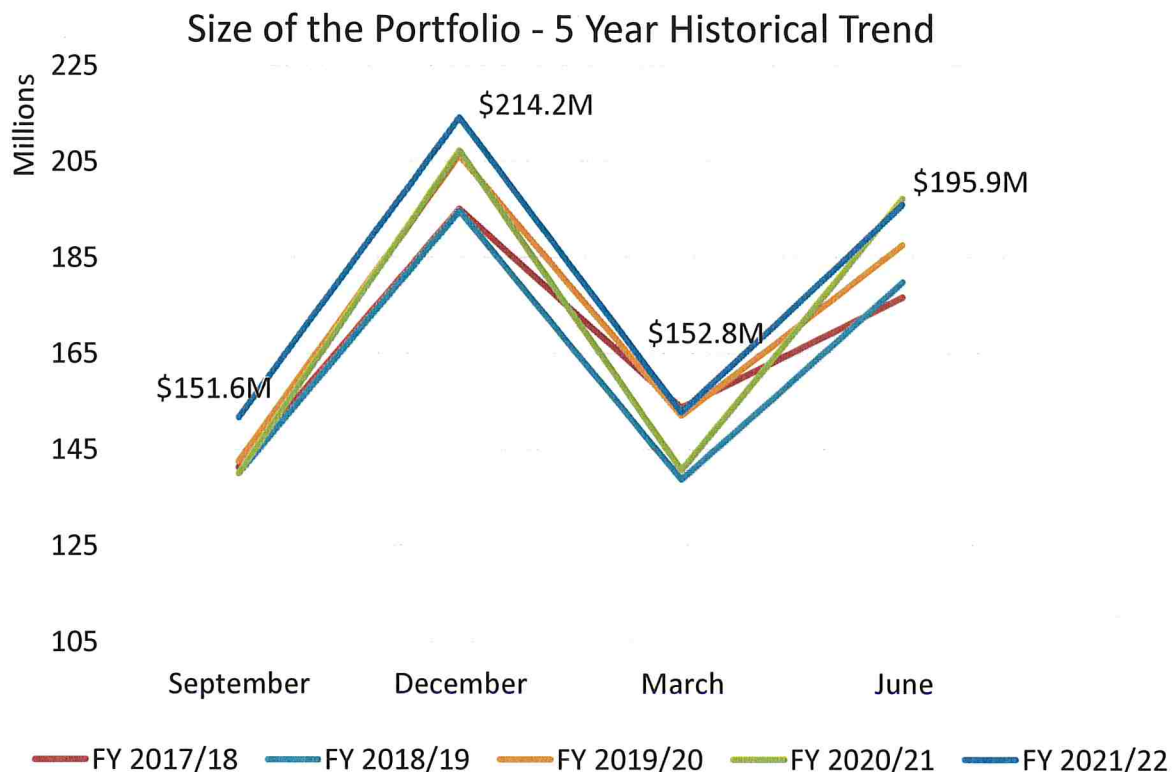
REVIEW OF TRENDS REGARDING THE SIZE OF THE PORTFOLIO

Portfolio balances during FY 2021/22 were higher than FY 2020/21.

The size of the OCFA's portfolio fluctuates over the course of a fiscal year due to timing differences between cash receipts and disbursements. Excluding financing proceeds, OCFA's largest cash receipts are from secured property taxes received in December and April and from cash contract payments received quarterly, except for the City of Santa Ana & the City of Garden Grove which pay monthly. Cash disbursements occur more evenly with biweekly payroll expenditures representing the largest component. These timing differences cause the General Fund to experience temporary cash shortages from July through mid-December.

OCFA can meet its temporary cashflow timing shortages through use of a General Fund cashflow reserve, combined with interfund borrowing. In the past, OCFA has also used lease purchase financing to fund certain capital expenditures including helicopters, vehicles, communication equipment, and information systems.

The following chart provides a 5-year history of the size of the OCFA's portfolio. During the last five fiscal years, portfolio balances have been rising gradually due to higher revenues, steady increase in the General Fund cashflow reserve and the Worker's Compensation Fund reserve. It should be noted, however, that the balances shown below represent total portfolio balance as opposed to fund balance available. Portfolio balance is always higher than fund balance because the portfolio includes cash and investments that are already committed to various contracts and purchase orders or that are reserved for future obligations.





INVESTMENT RISK IN THE PORTFOLIO

Although all investments contain an element of risk, OCFA's Investment Policy, procedures, and investment strategies are designed to limit exposure to risk. The different types of risk are discussed below, as they pertain to the portfolio.

Credit (Default) Risk

Credit risk is defined as the risk to an investor that an issuer will default in the payment of interest and/or principal on a security. OCFA's investment policies and practices limit credit risk by:

- Limiting investments to the safest types of securities and highest quality issuers.
- Specifically excluding investments in equities, corporate bonds, derivatives, reverse repurchase agreements and financial futures or options.
- Avoiding investment in issuers placed on negative credit watch or with current events that involve negative financial implications.
- Pre-qualifying financial institutions and broker/dealers for competitive bidding of individual investment transactions.
- Diversifying investments so that potential losses on individual securities will be minimized.
- Reviewing monthly reports from the State Treasurer's Office regarding LAIF's performance.
- Requiring collateralization of demand deposits and certificates of deposit. MUFG Union Bank, as OCFA's bank, complies with all collateralization requirements for demand deposits.
- Safekeeping investments by separate agreement with a third-party qualified custodian.



INVESTMENT RISK IN THE PORTFOLIO

Market Risk

Market risk is defined as the risk that the value of a security may fall because of changes in the financial markets, such as increases in interest rates. In periods of rising interest rates, the market value of a security can fall below the amount of principal invested. If an investor sells the security before maturity, part of the principal will be lost. OCFA reduces market risk by matching investment maturities with cash flow needs to minimize investments that may need to be sold prematurely.

Interest Rate Risk

Interest rate risk is defined as the risk that an investor will under-perform the market, as a result of holding an investment with a lower yield than the current market rate. For example, if an investor holds a one-year certificate of deposit earning 2%, and interest rates rise to 4%, the investor will incur an opportunity cost of 2%. Investors can avoid interest rate risk by keeping maturities short if interest rates are expected to rise.

OCFA's portfolio reflected an average maturity under one year throughout FY 2021/22 due to low yields offered in the first half of the year for longer-term maturities, the uncertainty of the direction of future interest rates, and projected cashflow needs.

Liquidity Risk

Liquidity risk involves the ability to sell an investment before maturity. Some short-term investments are fairly illiquid. For example, a non-negotiable certificate of deposit is an illiquid asset that carries an interest penalty for early redemption. OCFA minimizes liquidity risk by maintaining a significant portion of its portfolio in very liquid instruments, such as LAIF where funds are immediately available, or Treasury and Agency securities, which have active secondary markets.



COMPOSITION OF THE PORTFOLIO

Authorized Investments

Section 10 of OCFA's Investment Policy lists the types of securities allowable for investment. Subject to stipulated restrictions, these include Treasury and Federal Agency securities, collateralized or insured passbook savings accounts and demand deposits, collateralized or insured certificates of deposit, bankers' acceptances, money market funds of short-term treasury securities, repurchase agreements, the Local Agency Investment Fund (LAIF), and commercial paper (rated A1/P1/F1) by the credit rating agencies Moody's Investors Service, Standard & Poor's Ratings Services and Fitch Ratings, respectively.

***OCFA's portfolio only included those investments authorized in
Section 10 of the Policy in FY 2021/22.***

Portfolio Diversification

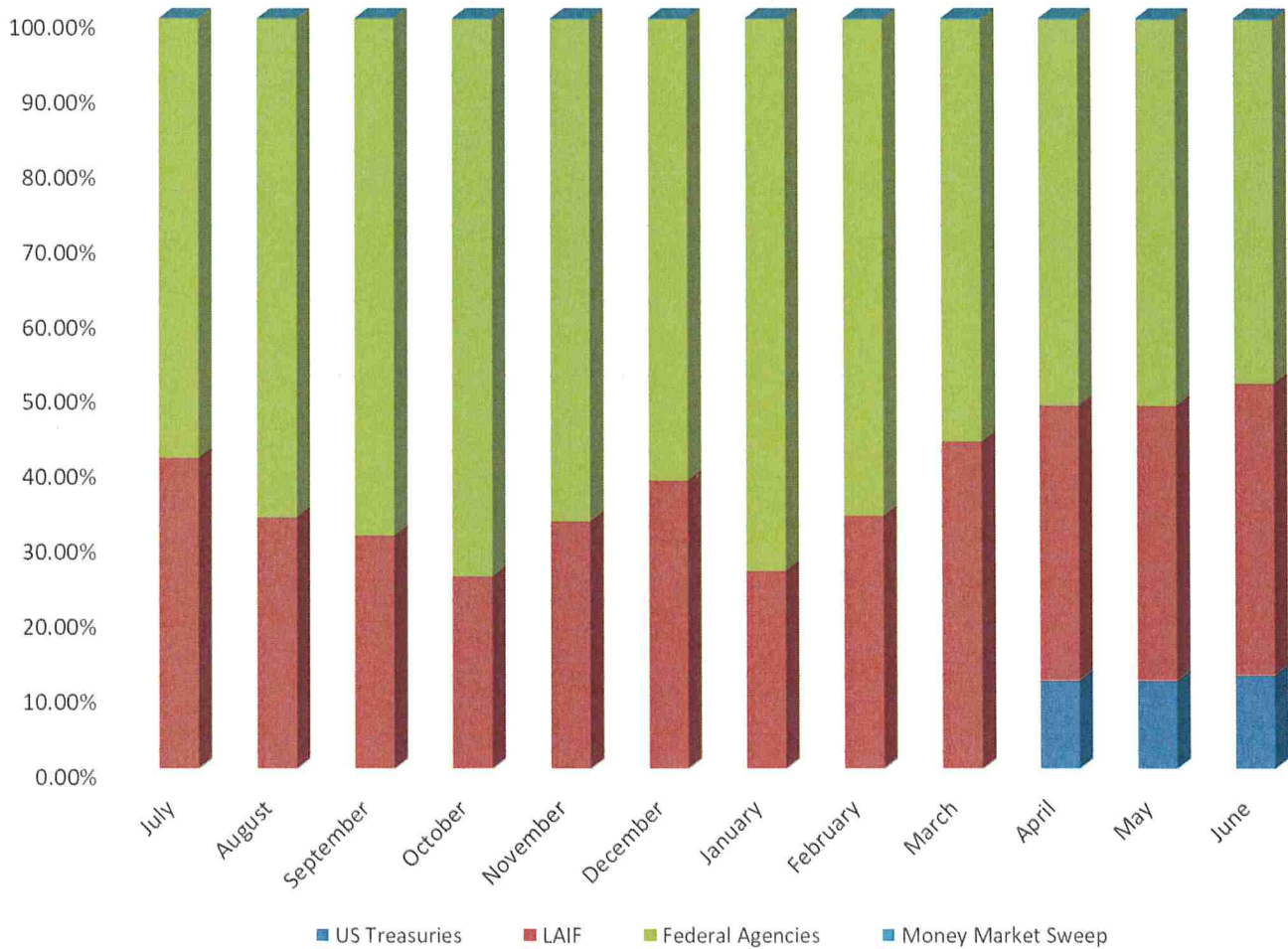
Section 15.1 of the Policy sets parameters for portfolio diversification. OCFA's portfolio shall not be invested in a single security type or in a single financial institution/pool in excess of 15% of the total investment portfolio, except for the following:

➤ US Treasury Securities	100%
➤ Local Agency Investment Fund	75%
➤ Federal Agency Securities	75%
➤ Bankers' Acceptances	25%
➤ Negotiable CD's	25%



COMPOSITION OF THE PORTFOLIO

Portfolio Diversification



**COMPOSITION OF THE PORTFOLIO**

	<i>US Treasury Securities</i>	<i>LAIF</i>	<i>Federal Agencies</i>	<i>Commercial Paper</i>	<i>Money Market Mutual Funds</i>	<i>Total Portfolio</i>
<i>Maximum</i>	100%	75%	75%	15%	15%	
<i>FY Average</i>	2.99%	34.86%	62.03%	0.00%	0.12%	100%

Maturity Diversification

To ensure sufficient liquidity and reduce market risk, Section 15.3 of the Policy requires that “at least 50% of the portfolio is limited to a period of one year or less,” and “unless matched to a specific requirement and approved by the Executive Committee and the Board of Directors, no portion of the portfolio may exceed five years.”

OCFA’s portfolio complied with maturity diversification requirements as stated in Section 15.3 of the Policy throughout FY 2021/22 except for the months of October 2021 and November 2021 which were noted in the respective monthly investment reports. During that time frame, several large unanticipated expenditures required the drawdown of funds from LAIF, resulting in the short-term portion of the portfolio to drop below the 50% threshold.

Market Value

Section 18.1.7 of OCFA’s Investment Policy requires monthly reporting of the current market value of the securities in the portfolio. The Treasurer reports current market values of the portfolio in both the Portfolio Summary and the Portfolio Detail sections of the Monthly Investment Report. Market values are provided monthly by U.S. Bank and quarterly by the State Treasurer’s Office for the LAIF investment.



GASB 31 IMPACTS

What is GASB 31?

The Governmental Accounting Standards Board's Statement 31, titled "Accounting and Financial Reporting for Certain Investments and for External Investment Pools," establishes rules for reporting investment valuation. The Statement generally requires governmental entities to report investments at fair value in the financial statements and to reflect the related unrealized gains and losses as a component of investment income. Different rules apply to an *internal investment pool* (consisting *only* of the governmental entity's own funds) versus an *external investment pool* (consisting of combined funds from other legally separate entities, such as a state or county investment pool).

How Does GASB 31 Impact OCFA's Portfolio?

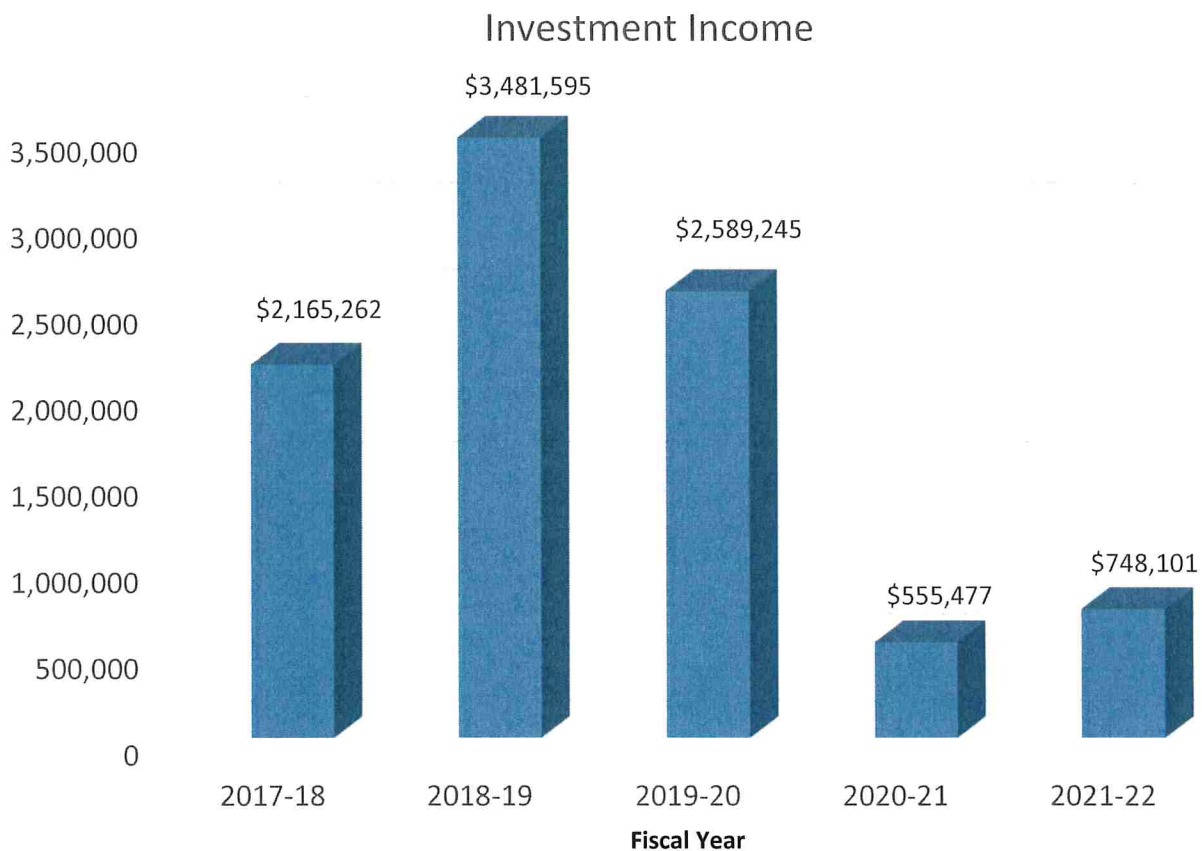
On June 30, 2022, all of the Authority's investments were reported at fair value in compliance with GASB 31 guidelines. The fair value reporting of OCFA's investments resulted in a net decrease of \$5,355,652.25 to book value. **This fair value adjustment is for financial statement reporting only.**

Under GASB 31 guidelines, investment income is similarly increased/decreased for financial statement purposes. Investment income is impacted by the change in fair value of the investments from the beginning to the end of the reporting period. OCFA previously recognized and reported a decrease to investment valuation at June 30, 2021 of \$199,026. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$5,156,626.02. This amount was recognized and recorded to investment earnings as of June 30, 2022, to reflect the decrease of \$5,355,652.25 in fair value of the investments at the end of the fiscal year.

<i>GASB 31 Adjustment to Books – Beginning of year/loss</i>	<i>\$ (199,026.23)</i>
<i>Net Change/decrease to Investment Earnings</i>	<i><u>\$ (5,156,626.02)</u></i>
<i>GASB 31 Adjustment to Books – End of year/loss</i>	<i>\$ (5,355,652.25)</i>

**INVESTMENT INCOME**

Portfolio investment income in FY 2021/22 amounted to \$748,101 (pre-GASB 31 adjustment) compared to \$555,477 in FY 2020/21. The increase in investment income was due to several factors which affected bond yields. The fiscal year began with some of the lowest yields in years. With the US economic recovery sputtering against stubborn inflation, the Russia/Ukraine conflict hammered economies with a sharp rise in energy prices, prolonged existing supply chain issues, and caused inflation to spike sharply higher. The Federal Reserve policy shifted to combat the accelerated inflation number and began raising benchmark borrowing rates quickly, while easing the two years of liquidity into the economy. The Fed increased interest rates three times in FY 2021/22 for a total 150 basis point increase. The effective yield for the OCFA portfolio was 0.46% in FY 2021/22 compared to 0.36% in FY 2020/21. This increase in the overall effective yield from the prior year was consistent with the overall bond market performance.





ANTICIPATED INVESTMENT ACTIVITY IN THE NEXT FISCAL YEAR

Cash forecasts for FY 2022/23 are based primarily on the FY 2022/23 Adopted Budget. OCFA's Adopted Budget reflects revenues which are in balance with expenditures for the year, and the Budget will enable OCFA to sustain its reserves at the Board-mandated policy level. It is anticipated that the CIP Reserves will continue to be spent down this year on planned projects. The portfolio's balance is expected to decrease during the first quarter of the FY 2022/23 and will begin to increase in November and December when secured property tax payments are received.

In addition, there remains a certain level of uncertainty regarding the strength of the economy and whether or not the rate hikes from the Federal Reserve will help the U.S. avoid a recession. The Federal Reserve raised rates 75 basis points in July and will continue to monitor the economy and assess the impact of the recent rate increases before further adjustments. Thus, the increase in rates is expected to result in higher bond yields and interest income in line with projections.



TREASURER'S CERTIFICATION

"As Treasurer of the Orange County Fire Authority, I certify that I have complied with the annual Investment Policies adopted by the Board of Directors and effective January 1, 2021 and January 1, 2022."

A handwritten signature in blue ink, appearing to read "Patricia Jakubiak", written over a horizontal line.

Patricia Jakubiak
Treasurer

A handwritten date "9/1/22" in blue ink, written over a horizontal line.

Date



Orange County Fire Authority **AGENDA STAFF REPORT**

Executive Committee Meeting
September 22, 2022

Agenda Item No. 2E
Consent Calendar

New Classification Specification for Behavioral Health and Wellness Coordinator

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief
Human Resources Director

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714.573.6353

Rob Capobianco, Assistant Chief
EMS and Training

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714.573.6008

Summary

This agenda item is submitted for approval to establish a new classification specification for Behavioral Health and Wellness Coordinator, with corresponding salary range.

Prior Board/Committee Action

At the May 26, 2022 meeting of the Board of Directors, the Board approved the addition of a new Behavioral Health and Wellness Coordinator with the adoption of the FY 2022/23 Budget.

On August 2, 2022, the Human Resources Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Directors Sachs and Kalmick absent).

RECOMMENDED ACTION(S)

Approve the establishment of the new classification and salary range of Behavioral Health and Wellness Coordinator.

Impact to Cities/County

Not applicable.

Fiscal Impact

Funding for this position is included in the Human Resources Department FY 2022/23 Adopted Budget. No additional fiscal impact with this action.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

Over the past few years, the OCFA has focused tremendous efforts on building a strong and healthy workforce. This includes not only a focus on physical health, but also preventative care and behavioral health. A holistic approach to employee wellness and creating a culture where health is a priority has become a hallmark of the OCFA. In partnership with Local 3631, The Counseling Team International, Hoag Hospital, Southern California University (SCU) - Tactical Sports Medicine, among others, the network of resources that are now available to our employees is vast and we are seeing increasing engagement by our employees with the resources available.

As evidence of how these programs are making a difference:

- The Counseling Team International has provided over 4,000 hours of professional help services to our members
- Our peer support program has grown by leaps and bounds to include 52 peer supporters across the organization
- Our chaplain program continues to give needed spiritual support to our employees and their families during their most challenging times
- Our cancer prevention program continues to identify measures to reduce and mitigate our employees' exposure to carcinogens including onboarding a new exposure tracking tool for our employees to track their daily exposures
- WeFit provides prospective hire workouts and conditioning to prepare candidates for the physicality of a career in fire service
- SCU – Tactical Sports Medicine performs a pre-academy fitness assessment of prospective hires for candidate readiness to start the OCFA Basic Academy
- Hoag Hospital's presence at our fire academies ensures that recruits maintain a focus on their own physical health while participating in the OCFA Basic Academy
- Lastly, the Human Resources Department is exploring expansion of the Peer Support Program to include use of therapy dogs in after-incident debriefing and incident response

To date, management of these programs has been split between the Human Resources, Training/EMS, and the Chaplain Divisions with each reporting independently on the outcomes of their respective programs. As we see the programs grow, the need to align the programs, track and measure program effectiveness, and provide timely reports to Executive Management and the Board has also increased. Staff's recommendation to create the position of Behavioral Health and Wellness Coordinator would ensure that program management of aligned health and wellness programs is overseen by an experienced and knowledgeable program coordinator. The Board of Directors approved this new position with the adoption of FY 2022/23 Budget; therefore, creation of the classification is the next step for implementation.

The Behavioral Health and Wellness Coordinator will be responsible for providing strategic leadership in the areas of behavioral health and wellness. Duties to be performed will consist of complex professional level work in the design, implementation, supervision, and management of assigned behavioral health and wellness programs; and to provide overall health & wellness tools, services, resources, and support for our employees and their family when they are impacted by behavioral and physical health stressors.

The ideal candidate would possess at least a Bachelor's degree or equivalent in behavioral or social science, health care administration, human services, public/business administration, legal studies, or related field of study and have at least two (2) years of professional-level administrative, clinical, and/or supervisory experience, which includes one (1) year working within a healthcare system with responsibilities in one or more of the following areas: development and monitoring of programs, policies and procedures; compliance/quality management; monitoring contracts; or budget/fiscal administration. Experience in delivery of behavioral health and wellness programs to Police and Fire agencies would be highly desirable.

Compensation Analysis

As part of the creation of this position, an internal equity study was conducted, using comparable positions in the Human Resources Department. The proposed salary range is AM40 (Monthly Max: \$11,003), which aligns with Senior Human Resources Analyst, Risk Management Analyst,

and Risk Management Safety Officer. There is one (1) Behavioral Health and Wellness Coordinator position allocated in the FY 2022/23 Budget.

Executive Committee approval is required to add a new classification with accompanying salary range to Master Position Control.

Attachment(s)

Proposed Behavioral Health and Wellness Coordinator Class Specification

**DATE TBD****FLSA: Exempt****Class Code: 0853****Department: Human Resources**

BEHAVIORAL HEALTH AND WELLNESS COORDINATOR

DEFINITION

Incumbents are responsible for providing strategic leadership in the area of behavioral health and wellness. Duties to be performed will consist of complex professional level work in the design, implementation, supervision, and management of assigned behavioral health and wellness programs; and to provide overall health and wellness tools, services, resources, and support for our employees and their family when they are impacted by behavioral and physical health stressors.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Risk Manager. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

The Behavioral Health and Wellness Coordinator is a stand-alone classification. This position is distinguished from other classifications by its responsibility applying specialized behavioral health and wellness program expertise.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, directs, and reviews activities in the area of Behavioral Health and Wellness; review policies, procedures, and methods used for effectiveness and consistency with service goals and standards.
- Makes recommendations to the Assistant Chief of Human Resources pertaining to changes to the design of the behavioral health and wellness program.
- Develops and implements policies and procedures pertaining to behavioral health and wellness programs.
- Manages and evaluates the Peer Support Program which includes but is not limited to Peer Support Leads and Peer Support Members including recruitment and selection of new Peer Support Members
- Coordinates the Cancer Awareness and Prevention Program which includes but is not limited to agency wide efforts to increase cancer awareness and educate employees on cancer prevention measures.
- Coordinates with the Assistant Chief of Logistics and the Environmental Health and Safety Officer on fire station design to reduce the exposure of employees to cancer causing agents.
- Coordinates with the Corporate Communications Director on education campaigns related to behavioral health and cancer prevention.
- Determines training needs by researching and evaluating requests and providing recommendations to management to meet those needs.
- Coordinates the development and delivery of staff training necessary to maintain the mandated level of service
- Maintains the responsiveness of behavioral health and wellness programs by identifying the needs of the employees, addressing issues and concerns, resolving problems, and developing plans and objectives.

- Participates in developing and implementing long-range plans pertaining to behavioral health and wellness programs.
- Develops, implements, and monitors the programs to add and expand behavioral health services and wellness as funding becomes available.
- Directs a systematic tracking program and evaluation system; keeps abreast of proposed and new legislation affecting behavioral health and wellness programs.
- Coordinate with the Information Technology Division to ensure the cancer exposure reporting system adheres to national standards.
- Develops reporting procedures to ensure that statistical data concerning the program is reported accurately and in a timely manner.
- Collaborates with labor union groups or other agencies.
- Coordinates loss time and leave policies and procedures with the appropriate department.
- Coordinates the agency's participation in studies in the areas of behavioral health or cancer prevention.
- Develops, implements, and coordinates outreach policies and procedures with other internal members regarding behavioral health for employees and their family
- Prepares contract documents outlining program scope of work and leads process for requests for proposals for contract services.
- Interacts with other organizational providers, community partners and stakeholders to share information and resources and coordinate activities in order to ensure that service deliveries meet goals, standards, and expectations.
- Participates in quality improvement efforts pertaining to behavioral health services and participates on work teams responsible for coordinating grants, developing behavioral health programs, and identifying resources in order to increase behavioral health services in the system of care
- May serve as a representative on behalf of the Orange County Fire Authority at meetings involving outside public and private agencies.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Current behavioral health theories, practices, and programs
- Principles and practices of evidence-based prevention and treatment approaches
- Community behavioral health resources and methods of linking individuals and family members to services
- Federal, state, and local laws, rules, and regulations pertaining to the delivery of behavioral health services
- Concepts of program design and development, resource identification and development
- Budgetary and contracting processes used to review budgets and approve contracts
- Cultural competence, diversity concepts, and skill development pertaining to service delivery for persons of diverse backgrounds
- Basic operation and use of computers and software programs such as databases, word processing, and spreadsheets
- Telephone, office, and online etiquette
- County customer service objectives and strategies
- Current technology and trends in the profession

Ability to:

- Plan, administer, develop, implement, monitor and evaluate concepts, methods, and techniques, as applied to behavioral health programs
- Develop strategies, goals, and objectives

- Analyze problems and identify problem areas, identify alternative solutions, weigh alternatives, project consequences of actions, and make recommendations
- Use a computer and applicable software applications
- Handle multiple priorities simultaneously
- Provide customer service
- Conduct research
- Interpret applicable Federal, State, and Local laws, rules, regulations, policies, and procedures
- Represent the organization at meetings and events
- Plan and manage complex projects and interdepartmental project teams
- Evaluate performance management processes
- Communicate and have strong interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction and establish and maintain effective working relationships

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree in behavioral or social science, health care administration, human services, public/business administration, legal studies, or a closely related field, and two (2) years of professional-level administrative, clinical, and/or supervisory experience, which includes one (1) year working with a healthcare system with responsibilities in one or more of the following areas: development and monitoring of programs, policies and procedures; compliance/quality management; monitoring contracts; or budget/fiscal administration. Clerical and/or routine administrative/accounting experience is not considered qualifying.

Licenses and Certifications:

- Possession of, or the ability to obtain, an appropriate, valid California driver's license upon appointment. This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various Authority and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 22, 2022

Agenda Item No. 2F
Consent Calendar

Fire Station Alerting System Purchase and Installation
For Fire Station 67 (Rancho Mission Viejo)

Contact(s) for Further Information

Jim Ruane, Assistant Chief jimruane@ocfa.org 714.573.6801
Logistics Department

Joel Brodowski, IT Division Manager joelbrodowski@ocfa.org 714.573.6421
Logistics Department

Summary

This agenda item seeks approval to enter into an agreement with Westnet, Inc. for the purchase and installation of fire station alerting system controllers, speakers, lights, and other components as needed for OCFA Fire Station 67 (Rancho Mission Viejo). The Westnet, Inc. station alerting system was selected through RFP DC1849.

Prior Board/Committee Action

At its August 22, 2013, meeting, the Executive Committee awarded a contract to Westnet, Inc. to upgrade all OCFA Fire Station alerting systems with digital electronic fire station alerting technology after a competitive Request for Proposal (RFP) process.

RECOMMENDED ACTION(s)

1. Approve and authorize the Purchasing Manager to issue a contract to Westnet, Inc. to purchase and install the fire station alerting system at new Fire Station 67 (Rancho Mission Viejo), for an amount of \$114,735.
2. Approve and authorize the Purchasing Manager to issue future contracts with Westnet, Inc. to purchase, install, or upgrade OCFA Fire Station alerting systems as long as funding is available in the adopted budget.
3. Approve and authorize the Purchasing Manager to adjust the Westnet, Inc. annual support and maintenance contract to include Fire Station 67 for the estimated amount not to exceed \$4,546 (after the one-year warranty period expires) and subsequent annual cost increases.

Impact to Cities/County

Not Applicable

Fiscal Impact

Project Fire Station Alarm System Upgrades (P334) is included in the existing FY2022/23 Logistics Department Capital Improvement Program, Communications & Information Systems – Fund 12110. Budget increases for the project may be proposed with the FY 2022/23 Midyear or future 5-Year CIP as needed to cover new station installations.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The OCFA is upgrading and replacing legacy fire station alerting systems at all OCFA fire stations with the Westnet, Inc. (Westnet) fire station digital electronic alerting technology, known as the SmartStation, with the objective of integrating OCFA fire stations and their existing legacy alerting systems with the existing computer aided dispatch system (TriTech CAD).

As a result of a competitive solicitation, Westnet, Inc. was awarded the contract in 2013 to integrate all existing OCFA fire station alerting systems with the TriTech CAD system. Westnet is a local firm based in Huntington Beach, and is the original equipment manufacturer, sole distributor, and sole service provider for the Westnet, Inc. digital fire station alerting technology. In order to standardize and modernize OCFA station alerting systems, all system upgrades and new station installations require proprietary Westnet, Inc. components resulting in continued contracting with Westnet, Inc.

Recommendation

Staff is recommending approval and authorization for the Purchasing Manager to execute the proposed agreement with Westnet, Inc. in the amount of \$114,734. In addition, authorization is requested to adjust the Westnet, Inc. annual support and maintenance contract to include Fire Station 67 for the estimated amount not to exceed \$4,546 (after the one-year warranty period expires) and subsequent annual cost increases.

Attachment(s)

Proposed Agreement

ORANGE COUNTY FIRE AUTHORITY CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACTOR SERVICES ("Agreement") is made and entered into this _____ day of _____ 2022 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Westnet Inc., a California Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a Contractor for the upgrade of First-In Fire Station Alerting system for Fire Station 67 located at Rancho Mission Viejo, CA 92694, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a quote to provide the necessary services for the Project services, attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Contractor is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain Contractor to provide the necessary Project services.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Contractor and Contractor agrees to provide professional services as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Quote ("Contractor's Quote"), which is attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Should any conflict or inconsistency exist between the body of this Agreement and Exhibit "A", the terms of this Agreement shall control. Contractor warrants that all Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with Sourcewell Cooperative Contract 042021-WNT and all standards prevalent in the same discipline in the State of California and in accordance with all applicable laws per Sections 1.2 and 1.3. Contractor represents and warrants that it and all of its employees and subcontractors providing any Services or Work under this Agreement shall have sufficient

this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA in accordance the applicable Statement of Work.

1.2 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Public Contracts Law.

The Authority is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein, and will be complied with the Contractor.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded or perform a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall not pay less than the prevailing wage. It shall be the responsibility of the Contractor to obtain the prevailing wage rates from the Director of Industrial Relations directly.

1.4 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any

extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Contractor shall immediately inform OCFA of such fact and shall not proceed with any Work except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the schedule set forth in Contractor's Quote. Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION

3.1 Compensation of Contractor and Payment Terms.

Authority agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of One Hundred Fourteen Thousand, Seven Hundred Thirty-Four Dollars and Seventy-Three Cents (\$114,734.73) as shown on the Contractor's Quote.

Payments shall be made by Authority within thirty (30) days of invoicing by the Contractor per the progress schedule set forth in the Contractor's Quote. Payments may be subject to a retention of five (5) percent of the invoice amount to be released upon satisfactory completion of all work pursuant to this Agreement, subject to any extension granted under Section 4.2 of this Agreement.

Payments shall be made on demands drawn in the manner required by law, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the certificate is due under the terms of the Contract. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

3.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA. In the event of termination under this Section, Contractor shall be entitled to compensation in accordance with Section 8.5.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement and the Contractor's Quote, except technical support, shall be completed within 90 days of the execution of this Agreement ("Completion Date"). Any request for an extension must be submitted to the Contract Officer for review and approval at least twenty-one (21) days in advance of the Completion Date.

4.3 Force Majeure.

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement under this section, Contractor's sole remedy being extension of the Agreement pursuant to this section.

4.4 Term.

Unless earlier terminated in accordance with Sections 8.5 and 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding ninety (90) days from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Dawn Matheny, Chief Financial Officer.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

5.2 Contract Officer.

The Contract Officer shall be IT Manager, Joel Brodowski, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Contractor shall disclose in its Statement of Work any subcontractors which shall be utilized in the performance of its obligations under this Agreement. OCFA shall have the right to reject any subcontractor designated by Subcontractor in its sole and absolute discretion. Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any

such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

5.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 3 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

5.5 Employee Retirement System Eligibility Indemnification.

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

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

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Compliance with Insurance Requirements.

Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to OCFA that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

6.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for

products and completed operations. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles. Additionally, the policy should be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to this Agreement.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability/Errors and Omissions Insurance ("PLI"). Contractor shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Contractor. Contractor shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) (the "Minimum PLI Limits"). Covered professional services shall specifically include all Work or Services to be performed under this Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the Minimum PLI Limits for the Work or Services to be performed under this Agreement.

1. The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

2. If the PLI policy of insurance is written on a "claims-made" basis, the policy must be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits

of a PLI policy are reduced or available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Contractor shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.D. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Contractor during the time period during which any Work or Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

3. If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Work or Services provided hereunder.

4. Contractor shall not perform any Work or Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Contractor for Work or Services performed while required PLI insurance is not in effect.

6.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

6.4 Insurance Endorsements.

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability, Automobile Liability, and Contractor's Pollution Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance and Contractor's Pollution Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

6.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

6.7 Waiver of Subrogation.

All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall contain or be endorsed to waive

subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

6.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

6.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.11 Insurance for Subcontractors.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

6.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Work under this Agreement who are brought onto or involved in the Work by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the OCFA for review.

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

G. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

6.13 Indemnification.

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, arising out of third party claims, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, subconsultants, contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and

volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA, its officials, officers, employees agents and volunteers.

6.14 Payment Bond.

Pursuant to Civil Code section 9950, the Contractor shall furnish, and maintain thereafter a payment bond for 100% of the amount specified in the Contractor's Quote until the project is complete. Authority shall release the bond upon satisfactory completion of work as provided for in this Agreement, and in a manner consistent with state law.

7. RECORDS AND REPORTS

7.1 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all reports, graphics, wiring diagrams, plans, as built drawings, system documentation and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents for OCFA in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall

provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Contractor may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to OCFA.

8.6 Termination for Default.

A. OCFA or Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer on behalf of OCFA, or Representative of Contractor (the "Notifying Party"), determines that the other party is in default in the performance of any of the terms or conditions of this Agreement (the "Defaulting Party"), he/she shall notify the Defaulting Party in writing of such default. The Defaulting Party shall have ten (10) days, or such longer period as may be designated in writing, to cure the default by rendering satisfactory performance. In the event the Defaulting Party fails to cure its default within such period of time, the Notifying Party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which the Notifying Party may be entitled at law, in equity, or under this Agreement. The Defaulting Party shall be liable for any and all reasonable costs incurred by the Notifying Party as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit either party's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA under this Section. The withholding or failure to withhold

payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No officer or employee of OCFA shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 Notice.

Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of

address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA:

Orange County Fire Authority
Attention: Sara Kennedy, Purchasing Mgr.
1 Fire Authority Road
Irvine, CA 92602

To Contractor:

Westnet Inc.
Attention: Dawn Matheny,
Chief Financial Officer
15542 Chemical Lane
Huntington Beach, CA 92649

10.3 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.5 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.9 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[Signatures on Next Page]

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

"FIRM"

WESTNET, INC.

Date: Sept. 2, 2022

By: 

Dawn Matheny
Chief Financial Officer

Date: Sept. 2, 2022

By: 

Richard Matheny
Chief Executive Officer

EXHIBIT A

**WESTNET**

15542 Chemical Lane
Huntington Beach, CA 92649
Phone: 714-548-3500 Fax: 714-901-5610
www.FirstInAlerting.com



Quote: Orange County Fire Authority Fire Station #67 First-In Alerting Smart Station System Revised 3

To: Orange County Fire Authority**From: Zulema Perez**

Orange County Fire Authority

1 Fire Authority Road

Irvine, CA 92602

Contact:

Summary

Total Amount: **\$112,822.17** Quote ID: Q-08171-L1N9 Revision: 3
Shipping Method: Ground Date: 9/13/2022
Payment Terms: Net 30 Effective To: 11/30/2022
Description: This quote is for Orange County Fire Authority Fire Station #67 First-In Alerting System including installation and technical support.

- 2 dedicated Westnet approved On-Line UPS's, 2 - Wire Management and 2 - 2U Slotted Shelf Kit will be supplied by OCFA.
- Zone 59 track to be included "Siren, siren, siren "Attention personnel, there is an in-house emergency in the Gym."
- New E67 & E367 to be located at this station. New recording will be needed.

Clarifying Comments: This quote is based upon installation occurring in 1 trip. If the station is not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer is responsible for having the radio, network equipment and power within 6 feet of the Master Control Unit. Quote does not include conduit of more than 20 feet, if required. Customer to provide VPN access to Westnet for remote adjustments and support.

Quote includes Sourcewell discount pricing under contract #042021-WNT. Quote includes prevailing wages rate. Customer is responsible for the difference in sales and use tax if applicable. Quote includes Bond Fee. Payment terms are net 30 with payment milestones.

Quote was revised 8/10/2022 to update the effective to date, add the recording needed and remove the UPS.
Quote was revised 9/11/2022 to remove the word upgrade from the description.
Quote was revised 9/13/2022 to add Sourcewell pricing discount to the quote.

Shipping Information

Ship To:**Bill To:**

Details

Product ID	Product	QTY	Price	Sub Total
DLSP	MCU Data Line Surge Protector	1.00	\$90.25	\$90.25
DRM-ALA-R	Dorm Remote Attached Lamp (Red Light)	6.00	\$166.25	\$997.50
FIN-AT-ISO-M	Audio Transformer Isolator Module	1.00	\$270.00	\$270.00
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$603.25	\$603.25
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	1.00	\$9,021.15	\$9,021.15
FINISO4P	Radio Isolation Unit - Four Channel	1.00	\$789.45	\$789.45
HPA-200	High Power Paging Audio Module (includes one speaker)	1.00	\$1,781.25	\$1,781.25
HPA-200D	High Power Paging Audio Module (includes two speakers)	1.00	\$2,175.49	\$2,175.49

Product ID	Product	QTY	Price	Sub Total
SCR26-24VC5	Control Remote (each controls up to 8 functions)	1.00	\$1,117.15	\$1,117.15
SDBS1	Doorbell Button	1.00	\$213.75	\$213.75
SDRMKIT-HH-SURF	Dorm Remote Mounting Kit - Back Box Surface Mount	6.00	\$48.00	\$288.00
SPC28-HS-2PS	Power Module w/ Hub & Spoke Controller & Dual Power Supplies	2.00	\$1,060.20	\$2,120.40
SSAT	Satellight (driven off Satellight Controller)	2.00	\$280.25	\$560.50
SSATKIT-TBD	Satellight Mounting Kit - TBD	15.00	\$45.60	\$684.00
SSAT-M	Satellight Controller	13.00	\$569.98	\$7,409.74
SS-CI35C-LG	Company Indicator - (Apparatus Bay)-Large 35"	1.00	\$4,265.00	\$4,265.00
SS-DVCS	Digital Volume Controller	17.00	\$213.75	\$3,633.75
SSETS	Emergency Button	2.00	\$213.75	\$427.50
SSMSW	Radio Monitor Switch	1.00	\$213.75	\$213.75
SS-OSA	Outside Speaker Audio Module (includes one speaker)	2.00	\$569.98	\$1,139.96
SS-TIM-01	Telephone Interface Module	1.00	\$1,139.95	\$1,139.95
SSTSW	System Test Button	1.00	\$213.75	\$213.75
SS-TTMR-MDC	Turnout Timer - Dual Color (Medium-17.37 inch)	2.00	\$783.75	\$1,567.50
SVC-LIFT-FEE	Lift Service Fee	1.00	\$1,250.00	\$1,250.00

NOTES:

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$41,973.04
Install Supplies	\$3,500.00
Total Tax (7.750 %)	\$3,524.16
Station Equipment Install	\$49,699.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$4,546.00
Project Coordination	\$2,200.00
Permitting and Bonding	\$5,529.97
Special Engineering Services	\$1,850.00
Total Amount	\$112,822.17

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 22, 2022

Agenda Item No. 2G
Consent Calendar

**Blanket Order Increase for 800MHz Countywide Coordinated
Communications System (CCCS) for Operations, Maintenance,
and Financial Management Cost Share**

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Joel Brodowski, IT Division Manager
Logistics Department

joelbrodowski@ocfa.org

714.573.6421

Summary

This agenda item is submitted for approval of an increase to the County of Orange/Treasurer-Tax Collector blanket order for OCFA's annual cost share for the Operations, Maintenance, and Financial Management of the Orange County 800MHz Countywide Coordinated Communications System (CCCS).

Prior Board/Committee Action

At its October 28, 2021 meeting, the Executive Committee recommended the Chairman of the OCFA Board of Directors approve the 800MHz Joint Agreement for the Operations, Maintenance, and Financial Management of the Orange County 800MHz CCCS.

RECOMMENDED ACTIONS:

1. Approve and authorize the Purchasing Manager to increase the current blanket order to a new total of \$995,004 for the OCFA's annual cost share for the Operations, Maintenance, and Financial Management of the 800MHz Countywide Coordinated Communications System (CCCS).
2. Approve and authorize the Purchasing Manager to increase future CCCS 800MHz contracts resulting from annual system cost increases and additional OCFA radios, provided sufficient funds are available in the budget.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding of \$575,609 is included in the Adopted FY 2022/23 Budget, specifically in the Communications & IT Infrastructure budget. The remaining \$419,395 will be included as part of the Midyear budget adjustment process, thus no current fiscal impact to member agencies.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0*

*Cash Contract City service charge rates will be adjusted beginning FY 2023/24 based on a proportionate share of the cost increase.

Background

On February 6, 1996, the Board of Supervisors (Board) approved the original Joint Agreement (Agreement) for the Implementation and Operation of the Orange County 800MHz CCCS. The Sheriff-Coroner Department (Sheriff) operates and maintains the 800MHz CCCS, which provides centralized, interoperable voice radio communications for the County and its 34 cities, including all public safety and public service agencies, as well as a number of private, state and federal agencies that provide support to the above agencies and/or have relevant communications requirements. The 800MHz Governance Committee (Governance Committee) oversees the operation of the CCCS. The Governance Committee is currently comprised of four City Managers and three County representatives. The 800MHz CCCS is funded by the CCCS partnership in accordance with the financial requirements outlined in the Agreement. The original agreement addressed city and County partnership responsibilities and financial obligations for the implementation of the Orange County 800MHz CCCS. It was executed by the then 31 cities and the OCFA. The agreement was amended by the County Board on June 24, 2003, to include the capital improvement cost-sharing agreement negotiated with the 34 cities and OCFA. On November 23, 2004, the current Joint Agreement for the Operation, Maintenance and Financial Management of the CCCS was entered into by the County, its 34 cities and other partnership agencies, replacing the original 1996 Agreement and subsequent 2003 amendment, with the intent to define the post-implementation operational, technical, and financial requirements and guidelines for the CCCS going forward. On June 2, 2015, the County Board approved the Joint Agreement currently in place.

A re-write of the Joint Agreement to establish the technical, operational, and financial requirements for all agencies participating in the CCCS was presented to the Governance Committee at their meeting on April 28, 2021. This included establishing financial parameters for the year-to-year operational costs, the costs of necessary future system upgrades, and the Bylaws for the Governance Committee. The Committee approved the re-write, and recommended submitting to the Board for approval. The re-written Agreement was presented to the City Managers of the Partner Agencies to seek input and revisions, all of which were incorporated into the document. The Partner Agencies, which include 34 Orange County cities, OCFA, Orange County Transportation Authority, Orange County Lifeguards, Irvine Valley College Police Department, Santa Ana Unified School District Police Department, and Saddleback College Police Department, have confirmed their continued participation in the CCCS. The re-written Agreement was approved by the OCFA Board of Directors on October 28, 2021.

The most recent cost allocation schedule for FY 2022/23 (Attachment 2) reflects updated radio inventory and system costs (salary/employee benefits, services and supplies). The resulting overall CCCS budget reflects a 38.06% increase compared to FY 2021/22. In addition, the cost share methodology, which previously allocated 60% of system costs (on a per radio basis) to the County and the balance to Partner Agencies, was updated in the replacement agreement to allocate equally between all CCCS members. OCFA's 800MHz radio count also increased from 1,916 units to the current total of 2,004. These factors combine to result in a new total annual cost of \$995,004 for the OCFA.

Recommendation

To continue participation in the County 800 MHz CCCS, staff is recommending approval to increase the current blanket order beginning July 1, 2022 from \$575,609 to \$995,004 for the OCFA's annual cost-share for the Operations, Maintenance, and Financial Management of the 800MHz CCCS, and authorize the Purchasing Manager to to increase future CCCS 800MHz

contracts resulting from annual system cost increases and additional OCFA radios, provided sufficient funds are available in the budget.

Attachment(s)

1. Joint Agreement for 800MHz CCCS
2. FY 2022/23 Cost Allocation

COPY

Attachment A - Joint Agreement for 800 MHz CCCS

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ORIGINAL
CLERK OF THE BOARD
ORANGE COUNTY

JOINT AGREEMENT

**FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE
COUNTY**

800-MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

This agreement is entered into on 6/22/2021, by and between the executing Partner agencies. This agreement replaces the 2005 Agreement as amended, and to the extent there is a conflict, this Agreement controls.

RECITALS:

Whereas, the Next Generation installation and implementation of the 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) has been completed; and,

Whereas, the original Joint Agreement for the Operation, Operation Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System was executed September 19, 1995, and related Amendments Nos. 1, 2, 3, 4, 5, and appropriate change orders thereto followed (the "1995 Joint Agreement"), and;

Whereas, a subsequent Joint Agreement for the Operation, Operation Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System was executed in November 2005, and related Amendments Nos. 1 and appropriate change orders thereto followed (the "2005 Joint Agreement"), thereby superseding the original 1995 Joint Agreement, and;

Whereas, the Partner agencies now desire to execute a new Joint Agreement (the "2021 Joint Agreement") to supersede all previous Joint Agreements; and,

Now, therefore, in consideration of the mutual covenants, conditions, agreements, and stipulations hereinafter expressed, the Partner agencies hereby agree as follows:

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1.0 GENERAL

1.1 System

The 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) will be referred to as the “System.” The System shall be maintained by the Orange County Sheriff-Coroner Department’s Technology Division (hereinafter referred to as “Lead Agency”).

1.2 Definition of Terms

- “System” is defined as a multichannel digital trunked radio communications system enabling interoperability among all participating City and County law, fire, public works, and lifeguard/marine safety departments. The System components also include transmitting /receiving sites, microwave networks, IP networks, dispatch consoles, control stations, and field equipment (mobile and portable radios).
- “Governance Committee” is established by the Board of Supervisors and Partner Agencies to the Joint Agreement to facilitate the operation, maintenance, and financial management of the system. The Governance Committee is comprised of nine (9) members as identified in the Governance Committee Bylaws, attached hereto as Attachment A.
- “Governing Authorities” are the City Councils, the Orange County Board of Supervisors, and the Orange County Fire Authority Board of the Partner Agencies, responsible for approving certain substantive modifications or amendments to this agreement where such approval authority has not been expressly delegated to the Governance Committee.
- “Law Enforcement Agency” is defined as all governmental Law Enforcement Agencies operating primarily within the limits of Orange County, including, but not limited to: Orange County Sheriff-Coroner Department, Orange County City Police Departments, Orange County District Attorney’s Office, and Orange County Probation Department.
- “Lead Agency” is designated to be the Orange County Sheriff’s Department (OCSD) Technology Division that will be responsible to manage, maintain, and enhance the System and its respective Standard Operating Procedures (SOP).
- “Marine Safety” is defined as and shall include all governmental and private lifeguard agencies operating primarily within the limits of Orange County.

- “Member Agency” is defined as an agency authorized by the Governance Committee to use the System. Members include the Lead Agency and Partner Agencies.
- “Mobile Radio” is defined as two-way radio equipment installed in a vehicle to provide communications for the vehicle operator.
- “Mutual Aid Provider” is any governmental organization not otherwise defined in this Agreement that will provide short term assistance across jurisdictional boundaries during an emergency or planned event that exceeds local resources. Mutual aid use of the System will be restricted to the timeframe of the mutual aid incident.
- “New Partner Agency” are Partner Agencies added after the adoption of this Joint Agreement.
- “Parties” are all those entities that are authorized users of the System and have signed this agreement.
- “Partner Agency” are authorized subscribers to the system who agree to share in the System Operational Costs to administer, maintain, and upgrade the technology by providing recurring rate schedule payments.
- “Portable Radio” is a two-way radio equipment that is rechargeable, and handheld or belt carried.
- “Radio Site” is defined as a location, which consists of a building, systems within the building, and a tower.
- “Sponsored Agency” is any agency approved to use the System under sponsorship of a Partner Agency.
- “Sponsoring Partner Agency” is a Partner Agency that wishes to sponsor a Sponsored Agency.
- “Subscriber Unit” is defined as the subscriber radios and other devices that utilize the System. This includes dispatch operator positions, mobile radios, portable radios, cellular based devices and any other device that allows a user to communicate over the System.
- “System infrastructure” is defined as all associated radio and support equipment required to establish a radio network on which user radios can operate to communicate throughout the County of Orange. System infrastructure includes, but is not limited to, servers, switches, routers, data lines, base station radios, microwave technology, and firewalls.
- “System Operational Costs” are the expenses required to administer, maintain, and update the System.

- “System Modification” is any change in operational procedure or technology that requires alteration to the System.
- “System Subscriber Equipment” is defined as all equipment used to support user access to the System including Subscriber Units and other supporting equipment such as dispatch center console equipment, antennas, batteries, etc.
- “System User” is defined as an individual or agency authorized to access the System.
- “System Watch Network Operation Center” is a Lead Agency staffed support center responsible for the 24/7 support of the System. This includes but not limited to, live monitoring, notifications, troubleshooting, callouts, and repair.
- “Talkgroups” are used to identify groups of users who communicate together on a trunked radio system.

1.3 Amendment Process

The Governance Committee is authorized to make future updates, amendments, or modifications to the Agreement and its attachments without further action of the Governing Authorities, so long as the updates, amendments, or modifications to the Agreement and its attachments would result in minor, non-substantive changes that do not create or increase the financial obligations of the Partner Agencies. Where the Governance Committee is authorized to make such updates, amendments, or modification, such delegated authority shall be expressly granted in this agreement.

This agreement may also be amended or modified by the consent of all of the Governing Authorities representing the Partner Agencies.

1.4 Liability

Each Party of this Agreement (the “Indemnitor”) shall indemnify, defend, and hold all other Parties, and their agents and employees (the “Indemnitees”) harmless from all claims, liabilities, damages, and losses to the Indemnitees arising out of any acts or omissions of itself and its agents and employees in connection with the performance of this agreement which acts or omissions constitute gross negligence.

1.5 Withdrawal from System

Any Party may withdraw from this Agreement by serving written notice to the Governance Committee of their intent to withdraw. Due to the cost distribution model used to fund the operation of the System, any Party withdrawing from this Agreement will financially impact the remaining Parties. As such, Parties wishing to withdraw from this Agreement shall do the following:

- 1) Withdrawing Party provides written notice twelve months prior of withdrawal after meeting its financial obligations under this agreement.

- 2) Withdrawing Party will attend the Governance Committee meeting following their submittal to discuss withdrawal process.
- 3) Withdrawing Party will work with the Lead Agency to effect the withdrawal.
- 4) Withdrawing Party will make all Operational Cost payment obligations for the full fiscal year of the withdrawal.
- 5) Withdrawing Party will be responsible for all Lead Agency Costs associated with the withdrawal process.

Withdrawing Party will not be responsible for any financial obligations assumed by the other Partner agencies subsequent to withdrawal and upon fulfillment of existing financial obligations. Similarly, it is understood that the County of Orange has ownership of the System and certain sites as well as FCC licenses presently issued to the County, and upon any withdrawal by any Parties to the Agreement, any and all right, title, and interests in the System, those sites and FCC licenses shall remain with the County. Should the County of Orange wish to withdraw, an orderly transition to the remaining Parties must be affected.

2.0 GOVERNANCE COMMITTEE

2.1 Governance Committee Authority

The Governance Committee shall be governed in accordance with the Governance Committee Bylaws attached hereto as Attachment A. Any future updated revisions or amendments to the Governance Committee Bylaws shall be deemed adopted by this agreement without further action of the Governing Authorities.

2.2 Governance Committee Member Appointment

The Governance Committee shall be comprised of nine (9) members, as identified below. It will also be responsible for coordinating with their appropriate associations/agencies on issues involving the appropriate Governing Authorities approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- Orange County Chief Executive Officer, or Designee
- Orange County Sheriff-Coroner, or Designee
- Orange County Public Works Deputy Director, or Designee
- Orange County Chief of Police & Sheriffs Association (OCCOPSA) Chief or Designee not from a city currently represented on the governance committee
- Orange County Fire Chiefs Association (OCFCA) Fire Chief or Designee not from a city currently represented on the governance committee

2.3 Governance Committee Purpose

The Governance Committee oversees all aspects of the implementation, operation, and fiscal management of the system, including but not limited to, the following:

- Approving System operational policies
- Addressing System operational issues

- Resolving operational policy or fiscal matter disputes of Partner Agencies.
- Addressing System facilities development
- Reviewing and approving modification and enhancement plans
- Approving contract pricing changes
- Approving Annual System Operational Budget and Cost Sharing Allocations.
- Approving 10 year capital plans and allocation of Reserve Fund for required upgrades.
- Approving New Partner Agencies.
- Approving Sponsored Agencies.

3.0 MEMBERS TO THE SYSTEM

Members are all agencies authorized by the Governance Committee to use the system and who have signed this agreement.

3.1 Lead Agency

The lead agency is designated to be the Orange County Sheriff's Department Technology Division and will manage, maintain, and enhance the system. Lead Agency is responsible for System Administration as outlined in Section 4 below.

3.2 Partner Agencies

Partner Agencies are authorized subscribers to the System who have signed this Joint Agreement or added as New Partner Agencies via the process outlined in 3.2.1 below. Partner agencies agree to share in the System Operational Costs and System Maintenance Costs as outlined in Section 5 below.

3.2.1 New Partner Agencies

Agencies that wish to become an authorized subscriber to the System may be added as a New Partner Agency via the following steps:

- 1) The prospective New Partner Agency submits an official request, in writing, to the Lead Agency requesting to join as a Partner Agency.
- 2) Lead Agency gathers additional information from requesting New Partner Agency to determine the feasibility of the request and the potential impact on the System operation and the existing Members.
- 3) The Lead Agency processes the request to obtain approval.
- 4) Lead Agency presents the request to the Governance Committee along with previous approvals from appropriate Governing Authorities. Governance Committee will determine final approval or denial of the request.
- 5) Once all approvals have been obtained, requesting New Partner Agency will execute a copy of this agreement along with the associated New Partner Agency forms identified in Attachment B.
- 6) The approved New Partner Agency will purchase necessary radio equipment and arrange to pay associated New Partner Agency costs described in in 5.2 below.

3.2.2 Sponsored Agencies

Partner Agencies may, with Lead Agency review and Governance Committee Approval, sponsor non-partner agencies to participate in the system.

3.2.2.1 Sponsored Agencies Approval Process:

- 1) Sponsoring Partner Agency submits to the Lead Agency an official written request to add a Sponsored Agency.
- 2) Lead Agency gathers relevant information from Sponsoring Partner Agency to determine the feasibility of the request and the potential impact on the System Operation and the existing Members.
- 3) Lead Agency reviews all available information to determine the feasibility of the request to add the Sponsored Agency. Lead Agency shall work with the Sponsoring Partner Agency to determine the additional costs to the Sponsoring Partner Agency.
- 4). Lead Agency presents the request to the Governance Committee at a Governance Committee Meeting. Governance Committee shall approve or deny the addition of the Sponsored Agency.

3.2.2.2 Sponsored Agency Access and Limitations

Sponsored Agencies are only allowed access to use the common talkgroups/channels and select agency specific talkgroups/channels of the sponsoring Partner Agency, as recommended by the Lead Agency and approved by the Governance Committee. Sponsored Agencies do not have a role in defining the operation of the System. The inclusion or exclusion of Sponsored Agencies in the System will be determined by the Governance Committee and will be reviewed annually or as needed. Partner Agencies shall be responsible for any System use by a Sponsored Agency. Sponsored Agencies must use the same common talkgroups as the sponsoring Partner Agency.

3.2.2.3. Sponsored Agency Financial Responsibilities

Sponsored Agency financial responsibilities are outlined in section 5.2.4 below.

3.3 Mutual Aid Agencies

Certain governmental agencies may, with Lead Agency review and Governance Committee Approval, be granted access to the System for the express purpose of providing mutual aid to Partner Agencies. Mutual Aid agencies are limited to and identified within ATTACHMENT C

3.3.1 Mutual Aid Agency Approval Process:

- 1) Any Partner Agency may submit to the Lead Agency an official written request to add a Mutual Aid Agency.

2) Lead Agency gathers relevant information to determine the feasibility of the request and the potential benefit to existing Partner Agencies and overall public safety in Orange County.

4) Lead Agency presents the request to the Governance Committee at a Governance Committee meeting. The Governance Committee shall approve or disapprove the addition of the Mutual Aid Agency.

3.3.2 Mutual Aid Agency Access and Limitations

Mutual Aid Agencies are only allowed access to use the common talkgroups/channels and the mutual aid channels associated with other systems that are included in our radio programming. Mutual Aid Agency use of the System is restricted to the actual duration of a mutual aid incident. Mutual Aid Agencies do not have a role in defining the operation of the System. The inclusion or exclusion of Mutual Aid Agencies in the System will be determined by the Governance Committee and will be reviewed annually or as needed.

3.3.3 Mutual Aid Agency Financial Responsibilities

Mutual Aid Agency financial responsibilities are outlined in section 5.2.5 below.

4.0 SYSTEM ADMINISTRATION

The Lead Agency shall have the authority and responsibility to maintain the proper operation of the System. The Lead Agency shall be responsible for maintaining, managing, and operating the System, which includes staffing the System Watch Network Operations Center on a continual basis (e.g., 24x7x365), assuring the seamless operation of the System.

4.1 System Equipment

The Lead Agency shall approve and evaluate all equipment and new technology for use with the system to ensure that it meets the requisite technical standards and requirements. Approved equipment must meet the standards set by the Federal Communication Commission as well as any Federal, State, and Local Laws.

4.2 System Subscriber Equipment

Each Member Agency is responsible for the maintenance, management, and operation of its System Subscriber Equipment. A Member Agency may establish a System Subscriber Equipment maintenance contract with the Lead Agency.

Prior to making any modifications to System Subscriber Equipment, including but not limited to adding radios or alteration to dispatch center equipment, Member Agencies must request such modifications to be reviewed and approved by the Lead Agency as outlined in section 4.4.

4.3 Dispatch Centers

Member Agencies may operate their own Dispatch Centers at their discretion. Individual Member Agencies that manage their own Dispatch Centers shall be responsible for the day to day maintenance, management, and operation of those Dispatch Centers, equipment and associated facilities. Day to day dispatch operations and protocols shall be left to the individual Members

Agencies. The Lead Agency will not be responsible for the maintenance or management of Members Agencies' individual Dispatch Centers unless a Member User contracts with the Lead Agency for maintenance, management, or operations.

4.3.1 Dispatch Center Equipment

Dispatch Center Equipment must meet the technical standards as outlined in Section 4.1.

4.3.1.1 Dispatch Center Required Equipment Upgrades

The Governance Committee may mandate equipment upgrades for Member Agencies Dispatch Center Equipment. If the Governance Committee mandates an Equipment Upgrade to Members Agencies' Dispatch Center Equipment, then the Members Agencies must upgrade their equipment as directed by the Governance Committee.

4.3.1.2 Dispatch Center Non-Required Equipment Upgrades

Members Agencies may upgrade their Dispatch Center equipment and associated facilities at their own cost without coordination with the Lead Agency so long as the upgrade will not adversely affect the System itself. However, Member Agencies must coordinate with the Lead Agency as outlined in the System Modifications section 4.4, below, when upgrading or modifying any Dispatch Center equipment vital to the operation of the System. Dispatch Center Equipment modification requiring coordination with the Lead Agency includes, but is not limited to: computer equipment, software, consoles, routers, switches, gateways, firewalls, control stations, and antenna systems.

4.4 System Modifications

The System will require occasional routine modifications, which shall be conducted as outlined in this section.

4.4.1 System Modifications requiring Governance Committee Approval

The following System Modifications require the pre-approval of the Governance Committee, as outlined in the Governance Committee By-Laws:

- A. Addition of any New Member Agencies to the System.**
- B. Any modification that adds a financial burden shared by the Member Agencies.**
- C. Any modification that would affect a System User other than the requesting Member Agency.**

The Lead Agency is required to provide a report and recommendation to the Governance Committee on any proposed System Modification that requires Governance Committee approval. The Lead Agency report and recommendation must provide a financial analysis of the System Modification, if appropriate, and an estimated timeline to complete the System Modification.

The Lead Agency is responsible for implementing any Governance Committee approved modification.

4.4.2 System Modification by Lead Agency

The Lead Agency is authorized to perform System Modifications, as necessary. The Lead Agency has the discretion to implement System Modifications without prior Governance Committee Approval, so long as the modification does not require Governance Committee approval as listed in Section 4.4.1 of this agreement, and does not cause unanticipated or unbudgeted costs to Member Agencies.

4.4.3 System Modifications requested by Partners Agencies

Partner Agencies may request system modifications. System Modification requests from Partner Agencies must be submitted in writing to the Lead Agency for review and approval.

If the Lead Agency grants a Partner Agency modification request, and the request does not require Governance Committee Approval as outlined in Section 4.4.1, then the Lead Agency shall provide the Partner Agency with a formal approval, including all costs of the requested modification. If a Member Agency agrees with the official permission, the Member Agency may request the Lead Agency to implement the System Modification. Any and all costs associated with implementing the System Modification will be the sole responsibility of the System User requesting the modification.

If a Member Agency modification request requires Governance Committee approval per Section 4.4.1 above, then the Lead Agency and the Member Agency requesting the modification shall present the modification request to the Governance Committee for approval. The modification request shall include the reason for the modification, the Lead Agency's recommendation and cost analysis of implementing the modification.

4.4.4 Appeal of Modification Request Denial

If the Lead Agency denies a Member Agency's modification request, the Lead Agency shall provide the Member Agency, in writing, the reasons for the denial. Members Agencies may submit a written appeal of the decision of the Lead Agency to the Governance Committee within 90 days of the denial notification. The Lead Agency will ensure the appeal is added to the next Governance Committee meeting agenda for action.

4.4.5 Notification of System Modifications to Governance Committee

Lead agency is required to provide a list of implemented, pending and requested System Modifications at each Governance Committee Meeting.

4.5 Security

The Lead agency has in place a Security Plan for the System (Attached as Attachment D.) Member Agencies and System Users are required to protect the security of the System as set forth in the Security Plan.

System Users are required to contact System Watch for any actual or potential security breach to the System as soon as the actual or potential security threat is known. The Lead Agency must evaluate any reported security breaches and is authorized to implement measures to remediate the

security breach. If appropriate, the Lead Agency shall inform the Governance Committee of any reported breach and steps taken to remediate.

4.6 Maintenance & Service Contracts

Within approved and adopted budget, the Lead Agency is authorized to enter into contracts with vendors as needed for the ongoing execution of this agreement. Such contracts include, but are not limited to, the purchase or lease of equipment, installation of equipment, service and/or maintenance of equipment, and System upgrades. All contracts shall comply with applicable law and purchasing policies and guidelines. Appropriate shared costs will be included in System Operational Costs cost-sharing allocations. The Lead Agency shall negotiate and enter into contracts with vendors as intended in this agreement and shall make payments due and payable under such contracts on behalf of the parties.

The Lead Agency will serve as an administrative liaison between the other Member Agencies and the contracted vendors.

4.7 System Standard Operating Procedures

The Lead Agency is responsible for the development and maintenance of the Standard Operating Procedures ("SOP") (Attachment E) for the system. The Lead Agency shall coordinate with System Users, including but not limited to Law Enforcement, Fire Services, Marine Safety, and Public Works in developing and updating the SOP. The SOP, and any amendments to the SOP, must be approved by the Governance Committee. All Member Agencies must follow the SOP and any amendments to the SOP once approved by the Governance Committee.

4.8 Partner Agency Operational Policies and Procedures

Member Agencies must inform the Lead Agency of any changes to their operational policy or procedures, in writing and prior to any implementation of such changes, if the change of operational policy or procedure affects or may affect the System. The Lead Agency will work with Member Agencies to ensure that operational policies and procedures are compatible with the System. The Lead Agency shall work collaboratively with Member Agencies to settle any disputes regarding Member Agency Operational Policies and Procedures. The Lead Agency shall bring any dispute to Member Agency Operational Policies and Procedures to the Governance Committee for review and resolution if a dispute cannot be resolved between the Lead Agency and the Member Agency.

5.0 FINANCIAL ADMINISTRATION

5.1 Governance Committee Financial Authority

The Governance Committee shall have the authority to allocate available budgeted funds as they deem appropriate for the operation, maintenance, and management of the system. Governance Committee has the authority to approve the System Operations Budget, set rates and fees, and approve use of the Reserve Fund for necessary expenditures and upgrades. Governance Committee has the authority to approve capital expenditure funding and approved sources of the reserve fund.

5.2 Partner Agencies Financial Obligations

Partner Agencies and New Partner Agencies are responsible for certain financial obligations including, but not limited to, the following.

5.2.1 System Operational Costs

All Partner Agencies shall contribute to the System Operational Costs via the Systems Operations Budget and administered as described in section 5.3 below.

5.2.2 System Entry Fees/Upgrade Fees

Some Partner Agencies must pay System Entry Fees when they enter/register a radio into the System for activation based on the System Entry Fee established by the Governance Committee. The Lead Agency shall submit their recommendation of the System Entry Fees for Governance Committee approval at the same time the System Operations Budget (Section 5.3) is submitted for approval annually.

The System Entry Fees are necessary to recoup/offset costs that were required during the previous System upgrade. Partner Agencies that financially contributed to the previous System Upgrade are not required to pay System Entry Fees. Legacy Partner Agencies that are not required to pay System Entry Fees are listed in attachment C. Partner Agencies not listed in attachment C and any New Partner Agencies are required to pay the System Entry Fee for each radio they add to the System.

System Entry Fees are billed on a per radio basis. The Lead Agency shall invoice the Partner Agency or New Partner Agency for any System Entry Fees at the approved per radio rate when a new radio is entered into the System on behalf of that Partner or New Partner.

System Entry fees shall be deposited into the Reserve Fund as outlined in section 5.6 below.

Over-the-air upgrade programming of radio equipment will not be charged and limited to two annually per Member Agency. Any additional upgrades past the two annually will incur a cost.

5.2.3 Miscellaneous Rates and fees

As stated in 5.1 above, the Governance Committee has authority to set rates and fees as necessary. The Lead Agency may charge Partner Agencies and New Partner Agencies via invoice. Partner Agencies shall pay invoice within thirty (60) days of the date of the invoice.

Governance Committee shall set any Miscellaneous Rates and Fees annually. Lead Agency shall submit their recommendation for Miscellaneous Rates and Fees at the same time they submit the System Operations Budget (Section 5.3) for approval.

5.2.4 Mutual Aid Agencies

Mutual Aid Agencies are not authorized to use the System for day-to-day communications but are limited to use of the System only when providing emergency assistance to Partner Agencies. As such, Mutual Aid Agencies are not included in the System Operations cost share calculations or System Entry Fees. Mutual Aid Agency equipment and programming costs will be the responsibility of the Mutual Aid Agency.

5.2.4 Sponsored Agencies

The sponsoring Partner Agency is responsible for the costs, rates, and fees of any Sponsored Agency it sponsors on the System, unless otherwise approved by the Governance Committee. System Entry Fees per 5.2.2 above shall not apply to System Subscriber equipment for a Sponsored Agency.

5.3 System Operations Budget

The Lead Agency will submit the proposed System Operations Budget for approval to the Governance Committee no later than one hundred and twenty (120) days prior to the beginning of the fiscal year. Governance Committee shall be responsible for approving the System Operation Budget no later than ninety (90) days prior to the fiscal year.

5.3.1 Partner Agency Cost

The Lead Agency shall submit the Partner Agency Cost Share to the Governance Committee along with the System Operations Budget in 5.2 above. The Governance Committee shall be responsible for approving the Partner Agency Cost Share, along with the System Operations Budget.

Partner Agency Cost Share shall be calculated based on the number of Subscriber Units each agency operates on the System as a percentage of the total number of Subscriber Units operating on the System. This will determine the agency's share of the annual System Operations Budget.

5.3.2 Payment Remittance

Partner Agencies are required to remit payments to the Lead Agency for their contribution for use of the System. The Lead Agency shall invoice Partner Agencies quarterly. Lead Agency shall issue invoices no later than thirty (30) days after the beginning of each quarter. Partner Agencies shall pay invoice within thirty (30) days of the date of the invoice.

5.4 Year End Settlement

At the end of each fiscal year, the Lead Agency shall submit a financial review with the actual System Operational Costs from the previous fiscal year to the Governance Committee. The findings of the financial review shall be reported in writing to the Partner Agencies on the system. Thereafter, to the extent there have been contributions made by the Partner Agencies which exceed the actual System Operations Costs, the number of said excess contributions shall be deposited into the Reserve Fund (see 5.5), unless the Governance Committee deems otherwise. In the event of a shortfall, each Partner Agency shall be billed its pro-rata share of the shortfall, which shall be paid in the first quarter payment for the next fiscal year following the fiscal year of the shortfall.

5.5 Ten-Year Plan

The Governance Committee, in conjunction with the Lead Agency, will be responsible for evaluating and planning for future upgrades. Doing so will ensure the continued structural

integrity of System equipment and Sites and any necessary maintenance or repairs, and allocating for unforeseen events which may lead to additional expenses outside of the standard operational costs. Such items will be defined within a Ten-Year Plan, which will be presented to and approved annually by the Governance Committee.

The Lead Agency shall submit an updated Ten-Year Plan to the Governance Committee annually for review and approval.

5.6 Reserve Fund

The Governance Committee shall review and approve a long-term financial plan to ensure funds are available for the System's capital needs as defined in the annually updated Ten-Year Plan, as well as for any unforeseen emergency expenses. A Reserve Fund has been established to ensure adequate funds are available for ongoing maintenance, upgrades, and unforeseen expenses which may arise outside of operational costs.

5.6.1 The Reserve Fund shall be funded in the following manner:

5.6.1.1 Contributions by Partner Agencies

The Partner Agencies are responsible for providing funds for deposit to the Reserve Fund. The Lead Agency shall submit the cost of each Partner Agency along with the Fiscal Year Budget described in section 5.3. The Governance Committee shall approve the Reserve Fund contributions as part of the annual budget review and adoption process.

5.6.1.2 System Entry Fees

All System Entry Fees collected per 5.2.2 of this Agreement shall be deposited into the Reserve Fund.

5.6.1.3 System Operation Budget Surplus

In the event of a System Operation Budget Surplus at the Year-End Settlement, that System Operation Budget Surplus shall be deposited into the Reserve Fund.

5.7 System Modification Cost

Any costs associated with System Modifications shall be addressed as outlined in section 4.4 of this agreement.

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

COUNTY OF ORANGE

By: 
Board of Supervisors, Chairman

Dated: 6/22/21

Approved As to Form:

County Counsel

APPROVED AS TO FORM

COUNTY COUNSEL OF
ORANGE COUNTY, CALIFORNIA

City Clerk

Dated: _____

Approved As to Form:

City Attorney

CITY OF: _____

ATTEST:

By: _____

By: _____

By: _____

Chairman

Dated: _____

ATTEST:

Clerk of the Authority

FACSIMILE SIGNATURE AUTHORIZED
PER G.C. SEC. 25103, RESO 79-1535
SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD



ATTEST:


ROBIN STELER
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

[Orange County Sheriff's Department]

By: 
Donald D. Barnes, Sheriff-Coroner]

Dated: 3/9/22

Approved as to From

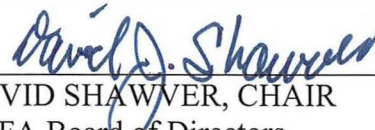
By: _____
City Attorney

Attest: _____
[Clerk of Authority]

ORANGE COUNTY FIRE AUTHORITY

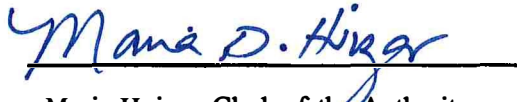
APPROVED AS TO FORM:

By: 
DAVID E. KENDIG
General Counsel

By: 
DAVID SHAWVER, CHAIR
OCFA Board of Directors

Dated: October 20, 2021

ATTEST:


Maria Huizar, Clerk of the Authority

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

[Name of Partner Agency, ie City of Anaheim]

By: _____
[Governing Authority authorized signature
ex. City Council Chairperson or City Manager]

Dated: _____

Approved as to From

By: _____
City Attorney

ATTEST:

City Clerk

**BYLAWS
800 MHz GOVERNANCE COMMITTEE**

Page 1

Article 1 Name

Section 1. The name of this body is the 800 MHz GOVERNANCE COMMITTEE, hereinafter referred to as the "Governance Committee."

Article 2. Purpose and Authority

Section 1. It is the purpose of the Committee to oversee implementation and operation of the 800 MHz Countywide Coordinated Communications System (the "System"), including Member Agency compliance with payment schedules, addressing operational issues affecting System operation and site development, reviewing and approving conversion, modification and enhancement plans, approving contract pricing changes, resolving disputes between Member Agencies, operational and fiscal matters necessary for the operation and maintenance of the System, and performing any other responsibilities required to implement the Joint Agreement. The Governance Committee shall be responsible for approving the 800 MHz Project System Operations Budget operating and Reserve Fund that are jointly funded by the Parties to the Joint Agreement.

Section 2. The Governance Committee was established November 23, 2004, and amended June 2, 2015, by the Orange County Board of Supervisors (the "Board") and Parties to the Joint Agreement to facilitate the operation, maintenance and financial management of the 800 MHz CCCS.

Section 3. This Governance Committee will operate under the revised Board authorization of the re-written Joint Agreement to facilitate the operation, maintenance, and financial management of the 800 MHz CCCS established on _____

Article 3. General Operating Mandated Regulations and Statutes

Section 1. The Governance Committee must adhere to all local, state and federal regulations and statutes that may, from time to time, apply.

Section 2. The Committee shall be subject to the provisions of The Brown Act (commencing with Section 54950 of the Government Code) relating to public meetings of local governmental advisory boards.

Section 3. The Governance Committee must comply with the County's non-discrimination and zero tolerance sexual harassment policies.

Section 4. The Governance Committee must comply with the County's Code of Ethics, which outlines the County's clear expectations for behavior in relation to the members' duties as public servants.

**BYLAWS
800 MHz GOVERNANCE COMMITTEE**

Page 2

Section 5. The Governance Committee shall operate strictly within its designated purpose.

Article 4. Membership and Term of Office

Section 1. Appointment. The Committee shall be comprised of nine (9) members, as identified below, and will also be responsible for coordinating with their appropriate associations/agencies on issues involving the appropriate Governing Authorities approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- County Executive Officer, County of Orange, or Designee
- Sheriff-Coroner, or Designee
- Orange County Public Works Resources and Development Management Department Director, or Designee
- Orange County Chief of Police & Sheriffs Association (OCCOPSA) Executive Director, or Designee
- Orange County Fire Chiefs Association (OCFCA) Fire Chief or Designee

Each member must designate and name an alternate as a voting member if member cannot attend.

Section 2. Terms. Committee members shall be appointed for a two (2) year term. Members may serve for multiple additional two (2) year terms upon reappointment to each new term in accordance with Article 4, Section 1 above.

Section 3. Removal. The Governance Committee, by majority vote, may remove members of the Committee any time without cause. In addition, if a committee member misses three (3) consecutive Governance Committee meetings (whether regular or special meetings), said Governance Committee member will be deemed automatically removed without further Governance Committee action.

Section 4. Vacancies. A vacancy on the Governance Committee shall be filled by majority vote of the Governance Committee in accordance with Article 4, Section 1 above. Such vacancy should, if possible, be filled within 30 days of vacancy.

Article 5. Meetings

Section 1. Regular meetings shall be held on a quarterly basis. Governance Committee meetings shall be fixed on the first month of each quarter (January, April, July, and

BYLAWS
800 MHz GOVERNANCE COMMITTEE

Page 3

October) on the fourth Wednesday at 1:30 PM unless a majority of the Committee members determine that an alternate fixed meeting day and time within the designated months is required to maximize member attendance. At least 72-hours prior to a regular meeting, an agenda shall be posted that contains a brief general description of each item to be covered in the meeting.

Section 2. Special meetings may be held on 24-hour public notice, including a binding agenda with brief general description of items to be covered at the meeting. Any special meeting notice must be publicly posted in accordance with all applicable laws and must be received by Committee members at least 24 hours in advance (Government Code Section 54956).

Section 3. A majority five (5) of the members shall constitute a quorum to conduct business.

Section 4. Only Governance Committee members may vote on items on the Agenda and each member may have only one vote.

Section 5. Governance Committee meetings may be rescheduled or canceled in accordance with the Brown Act. Orange County Sheriff Technology staff shall act as the Clerk of the Board for meeting rescheduling purposes.

Article 6. Officers

Section 1. The officers shall consist of a Chairperson and Vice Chairperson. The elected Chairperson shall conduct the meetings.

Section 2. The elected Vice Chairperson shall conduct regular Governance Committee meetings in the absence of the Chairperson; and do everything necessary to assist the Chairperson in related duties. In the event that both the Chairperson and the Vice Chairperson are absent from the same committee meeting, the remaining Governance Committee members present may appoint one of them to be the Chairperson for that meeting.

Section 3. Elections for Chairperson and Vice Chairperson shall be conducted by the full Governance Committee and shall occur in April of each year. The Chairperson shall call for nominations from the Governance Committee members and the Chairperson will initiate a vote. A majority vote of the Committee members present is required for each candidate to be elected as Chairperson and Vice Chairperson.

Article 7. Staffing

Section 1. Orange County Sheriff Technology staff secretary will provide secretarial support to the Governance Committee. Orange County Sheriff Technology staff secretary shall prepare and publish the Committee's agenda for each meeting. Orange County

**BYLAWS
800 MHz GOVERNANCE COMMITTEE**

Page 4

Sheriff Technology staff shall call for attendance at the beginning of each meeting, keep the minutes, and perform other clerical duties as appropriate to the position. He/she shall retain the attendance records including the minutes.

Article 8. Compensation

Section 1. Governance Committee members shall receive no compensation for their service.

Article 9. Amendments, Review, Dissolution and Effective Date

Section 1. This Committee will operate as established by the Board of Supervisors on November 23, 2004 and revised by the Board of Supervisors in _____, 2021

Section 2. These Bylaws shall supersede all previous Bylaws and shall become effective on upon the approval of the Board of Supervisors.

Section 3. These Bylaws shall remain in effect until amended, revised or terminated by the Board of Supervisors and Parties to the Joint Agreement.

Section 4. The Board of Supervisors and Parties to the Joint Agreement may make amendments to the Bylaws at any time.

Section 5. This Governance Committee can be terminated at any time, without cause, by action of the Board of Supervisors and Parties to the Joint Agreement.



Project No:
Project Name:
Project Location:

NEW PARTNER AGENCY RIDER TO JOINT AGREEMENT FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

This New Partner Agency Rider (“**NPA Rider**”) is entered into on _____, (“**Effective Date**”), by and between _____ (hereinafter referred to as “**NEW PARTNER AGENCY**”) and the Orange County 800 Megahertz Countywide Coordinated Communications System Governance Committee (hereinafter referred to as “**GOVERNANCE COMMITTEE**”). For the purposes of this agreement, the GOVERNANCE COMMITTEE represents the Partners (hereinafter referred to as “**JOINT AGREEMENT PARTNERS**”) of the Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordination Communications System (hereinafter referred to as “**JOINT AGREEMENT**”) (Section 1.4.1 of the JOINT AGREEMENT). GOVERNANCE COMMITTEE and NEW PARTNER AGENCY may be referred to individually herein as a “**Partner**” or collectively as the “**Partners.**”

RECITALS

- I. WHEREAS, JOINT AGREEMENT PARTNERS entered into the JOINT AGREEMENT in 2020; and,
- II. WHEREAS, NEW PARTNER AGENCY, executed a copy of the JOINT AGREEMENT in accordance with Section 3.2.1 of the JOINT AGREEMENT on _____; and,
- III. WHEREAS, NEW PARTNER AGENCY executed a copy of the New Partner Agency Agreement per Section 3.2.1 of the JOINT AGREEMENT on _____; and,
- IV. WHEREAS, Section 2.1, “Governance Committee Authority”, and Section 3.2.1, “Adding New Partner Agencies”, of the JOINT AGREEMENT grants the GOVERNANCE COMMITTEE the authority to enter into a separate agreement with NEW PARTNER AGENCY to establish additional terms, conditions, and costs for entry into the Countywide Coordinated Communications System (the “CCCS”); and,
- V. WHEREAS, the JOINT AGREEMENT in Section 1.4 “Liability” provides for indemnification only between those Partners listed in Exhibit A of the JOINT AGREEMENT (and would not include NEW PARTNER AGENCY); and,
- VI. WHEREAS, Section 1.4.1 of the JOINT AGREEMENT, “New Agency Liability Rider”, grants the GOVERNANCE COMMITTEE the authority to enter into a Liability Rider that shall, for all intents and purposes, make the NEW PARTNER AGENCY, a Partner in Section 1.4.

VII. WHEREAS, the GOVERNANCE COMMITTEE and NEW PARTNER AGENCY now desire to enter into a separate agreement (this NPA Rider) to establish additional terms and conditions by including NEW PARTNER AGENCY in the indemnity provision of the JOINT AGREEMENT per Section 1.4;

NOW THEREFORE, in consideration of the Recitals above, the receipt of which the Partners acknowledge herein, and which are incorporated herein by this reference, and the mutual covenants and agreements hereinafter contained, the GOVERNANCE COMMITTEE and NEW PARTNER AGENCY do hereby agree as follows:

A. NEW PARTNER AGENCY LIABILITY.

NEW PARTNER AGENCY shall now be included as a Partner as stated in Section 1.4 of the JOINT AGREEMENT.

Except as otherwise expressly set forth herein, all terms and conditions contained in the JOINT AGREEMENT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Partners have executed this New Partner Agency Rider on the day and year first written above.

GOVERNANCE COMMITTEE

NEW PARTNER AGENCY

By: _____

By: _____

Date: _____

Date: _____

A. LEGACY PARTNER AGENCIES – Partner Agencies that financially contributed to the previous System Upgrade:

Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, La Palma, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Metronet, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, West-Comm, Westminster, Yorba Linda, Orange County Fire Authority, CEO, District Attorney, Health Care Agency, John Wayne Airport, Animal Control, OC Lifeguard, OC Parks, OC Waste & Recycling, OC Public Works, Probation, OC Sheriff, Social Services Agency, Orange County Transportation District, Irvine Valley College Police, Santa Ana Unified School District Police, Saddleback College Police

B. MUTUAL AID AGENCIES

ATF, CA State Parks, California Corrections & Rehabilitation, CHP, Downey Fire, Lake Mission Viejo LG, Loaners, Long Beach Fire, Long Beach PD, Los Alamitos Armed Forces Reserve, LA County Fire, LA Sheriff, San Diego Sheriff Aviation, Santa Fe Springs Fire, Signal Hill PD, DOJ, UCI Irvine, US Marshals, USMC Camp Pendleton Fire

**COUNTY OF ORANGE
CALIFORNIA**

800 MHz CCCS
(Countywide Coordinate Communications System)

STANDARD OPERATING PROCEDURES



**PREPARED AND DISTRIBUTED
BY:**

**ORANGE COUNTY
LEAD AGENCY**

January 2021

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1.0 INTRODUCTION

The 800 MHz Countywide Coordinated Communications System (CCCS) Standard Operating Procedures (SOP) provides National Incident Management System (NIMS) compliant procedures that are applicable to multi-agency, multi-discipline, all-hazard responses throughout the County of Orange. This SOP ensures consistent protocols and formalizes the operation and usage of the 800 MHz Radio System (System). This SOP will be utilized by CCCS emergency response and support personnel, communications operational and technical personnel, local/State/Federal government representatives, non-governmental organizations, and other System users as authorized by 800 MHz CCCS Governance Committee.

All System users shall comply with this SOP.

2.0 PURPOSE

The System is an 800 MHz trunked simulcast radio communications system designed to meet the needs of Orange County law enforcement, fire, lifeguard and public works responders and any other authorized users who are supporting these services.

This SOP addresses procedural and operational aspects of the System to include:

- Operational guidelines.
- Technology specifications and requirements.
- Usage guidelines.
- Training and exercises.
- Maintenance and repair.

2.1 Governance

The CCCS is governed by the 800 MHz CCCS Governance Committee which was established November 23, 2004 and amended June 2, 2015, by the Orange County Board of Supervisors and Parties to the Joint Agreement to facilitate the operation, maintenance and financial management of the 800 MHz CCCS. The Governance Committee is comprised of nine members including four City Managers, and designees from the County Executive Officer, Sheriff-Coroner, Public Works Director, Orange County Chiefs' of Police & Sheriff's Association and Orange County Fire Chief's Association. The Governance Committee responsibilities include the establishment and enforcement of these Standard Operating Procedures.

Additional information on the 800 MHz CCCS Governance Committee membership and responsibilities are documented in the 800 MHz CCCS Governance Committee Bylaws.

2.2 Users Group

The 800 MHz CCCS Users Group meetings occur once each quarter. The Users Group meetings allow for the sharing of information from the Lead Agency (Orange County Sheriff's Department Technology Division) regarding the System operations and any upgrade or enhancement projects proposed or in progress. These meetings also allow for Partner Agencies to discuss current concerns or provide input regarding future enhancements. All Partner Agencies are welcome to participate in the quarterly 800 MHz Users Group meetings.

2.3 800 MHz CCCS Radio System

The 800 MHz CCCS Radio System (System) is an advanced digital radio communications system built to the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) digital radio standards. The System utilizes radio frequencies in the 800 MHz radio spectrum under the rules and regulations of the Federal Communications Commission (FCC). The System consists of the following major components:

- Radio Communications sites located throughout the County (towers, equipment shelters, generators & site security).
- Radio infrastructure (transmitters, receivers, combiners, antennas, etc).
- Radio spectrum in the 800 MHz frequency band and microwave radio frequency spectrum.
- Microwave radio links between the radio sites and the Loma Ridge Master Site.
- Subscriber Units (mobile radios, portable radios, control stations, dispatch consoles).
- System Watch Network Operations Center (NOC).

The System is designed to provide 95% portable radio coverage, 95% of the time within the Orange County operating area.

2.4 Eligible Users

The primary purpose for the System is to support Orange County public-safety and local government agencies' day-to-day operations by providing dependable, interoperable radio communication. Orange County public safety and local government agencies as well as applicable State and Federal government agencies may be eligible for access to the System. System access will be determined by the 800 MHz CCCS Governance Committee in compliance with the 800 MHz CCCS Joint Agreement and with consideration of System capacity.

2.5 Acceptable Usage/Radio Discipline

All System users shall follow these policies.

The System is to be used for day-to-day operations, emergency response calls, incidents, missions and disasters. The System may also be utilized for planned events, training and exercises with consideration of channel capacity and available talkgroups.

This policy clearly defines the discipline for agencies and individuals to follow when using radios on the System. Each Agency is responsible for ensuring their users adhere to proper radio discipline.

Misuse of the System shall be reported to the Lead Agency Director to handle directly with the Department Head of the agency involved. The reporting party's contact information should be provided in the notification. No profanity, playing music, personal conversations or activities not directly related to agency business will be permitted on the System.

All agencies and individuals shall utilize these communications resources professionally and keep radio conversations as concise as possible.

All agencies and individuals utilizing the System must abide by all FCC regulations as stated in Title 47 Part 90 Land Mobile Communications.

3.0 SCOPE

This SOP applies to the operational, technical and usage aspects of the System. It is therefore applicable to any user of the System, and applies to government agencies at the local, County, State and Federal levels, as well as authorized non-government users.

3.1 SOP Approval

This SOP and subsequent revisions require approval of the 800 MHz CCCS Governance Committee after review by the Lead Agency.

3.2 SOP Change Process

Annual Review Requirement

The SOP will be reviewed on an annual basis to assess the need for updates or revisions. The Lead Agency Director or designee will be assigned the task of reviewing the SOP, identifying applicable updates, and submitting a draft of the revised SOP for Governance Committee approval.

Operational Context

The 800 MHz CCCS Governance Committee is charged with approving standards, protocols and procedures for optimal operations between and among the users of the System.

Submitting Change Requests

Requests to delete, add, and/or change adopted standards, policies and/or procedures may be submitted in writing to the Governance Committee at any time. If the requested change is time critical, the Governance Committee may direct a request for immediate consideration to the Lead Agency Director.

Change Request Contents

A written request for any change to the SOP submitted to the Governance Committee shall include:

- A full description of the deletion, addition, or change including section and subsection references.
- The reason for the change (including the potential consequences if the request is not approved).

- A preliminary assessment of impact on other System users and an estimate of associated costs, if any.

The Governance Committee may direct the Lead Agency Director to conduct an assessment to address:

- Technical impact to current and future System performance including which system or subsystems will be or may be affected.
- Operational impact to current and future system performance including effects on System capacity and determination of those systems or subsystems that will be or may be affected.
- Degree of conformance with Governance Committee approved plans and standards.
- Cost impact to current participants.
- Potential alternatives.

The Lead Agency Director shall forward the completed assessment to the Governance Committee along with recommendations including strategies to mitigate negative impacts, if appropriate.

The Governance Committee shall notify all agencies of all requests along with potential impact and invite their comments.

The Governance Committee will approve, deny, or modify the requested SOP change.

If approved, the Governance Committee will incorporate the applicable SOP modifications and inform System users.

Management of Change Process

The Governance Committee Chair will manage this process.

4.0 RADIO SYSTEM MANAGEMENT

4.1 Radio System Architecture

The System is an advanced digital radio communications system built to the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) digital radio standards. The P25 System is a standards based system, and different vendor subscriber radios may be able to access and use it. Due to manufacturer differences outside of the defined P25 standard, not all manufacturer radio features may work with the System. Some radios may interact differently with the existing infrastructure and can potentially exhibit undesirable operational characteristics.

As a result, the following procedures must be followed:

- All manufacturer's radios must be tested and approved by the Lead Agency prior to being used on the System.
- A listing of tested and approved radio models will be maintained by the Lead Agency.

Operational Context

The System is dedicated primarily to public safety agencies, the agencies that support public safety and public utility and service agencies.

Protocol / Standard

The System utilizes the APCO Project 25 Phase 1 digital radio standard for the voice and control channels. The microwave radio system is a digital system that adheres to Telecommunications Industry Association (TIA) / Electronic Industry Alliance (EIA) standards.

4.2 Radio System Management

The Lead Agency is responsible for System administration and the day-to-day management, operation and oversight of the System and for the maintenance of this SOP. While their specific duties are not detailed in this document, their general duties include:

- Monitoring the System and components for normal operations.
- Diagnosing System performance, problems, and developing corrective action recommendations.
- Dispatching appropriate repair services in the event of a malfunction of System equipment.
- Managing the database elements, including subscriber IDs, talkgroup IDs, and the various parameters that relate to their effective operation.
- Working with all agencies and their technical staff to diagnose and resolve problems that involve radio operations, maintenance or repair of the equipment.
- Serving as the point of contact (POC) with equipment manufacturers for issues related to the radio System.
- Providing timely information to System users on issues that arise, or repair/maintenance issues related to System equipment that would affect normal radio operations.
- Monitoring System databases for normal operations and conducting regular database backups.
- Programming of all subscriber radios and dispatch consoles with System access.
- Encryption management including managing and maintaining encryption keyloaders.

The Lead Agency makes decisions on issues related to the day-to-day operation of the System and addresses urgent or emergency operational, maintenance, or repair decisions.

An urgent or emergency situation is one where immediate decision authority is needed to allow the System as a whole, or any of the subsystem components, to continue supporting normal wide-area voice communications services. It is recognized that Lead Agency may have to obtain authorizations from the CCCS Governance Committee to make longer-term or non-emergency capital or repair expenditure decisions.

Due to the complexity and distributed administration and maintenance of the System, problems can typically occur when changes are made to hardware or software. In order to keep all System users informed of any updates, notifications will be sent to all dispatch centers and designated User Agency contacts when the following actions occur:

- Planned maintenance work is being performed on the System that will impact performance or System operations
- Equipment malfunctions or failures that affect System performance or operation
- Configuration changes in equipment or software by any user agency that may impact operations of any other agency

4.3 Network Management

Purpose or Objective

Defines the responsibilities for network management.

Technical Background

The System is comprised of, but not limited to, channel banks, hubs, switches, routers, servers, local area networks, and wide area network links connecting sites together. The network sites are interconnected by usage of microwave radio equipment, fiber, Ethernet or telecom T1 circuits. The radio network is monitored with network management tools provided by the equipment manufacturers and/or other vendors.

The radio System architecture is primarily constructed around the APCO Project 25 standard. The microwave system is composed of industry standard equipment, which also provides flexibility and a large variety of management and diagnostic tools.

The System network is complex. Unusual problems may be difficult to identify and resolve. System documentation shall be kept up to date or it will lose its value in supporting the System network.

The System is protected from all other agency data networks to manage the security and functionality of the System. If there is a connection to another data network, it shall be through a manufacturer specified and configured firewall, and approved by the Lead Agency.

Operational Context

The components of the System are considered as "owned" by the Partnership with responsibility for maintenance of the sites and equipment delegated to the Lead Agency by the authority of the 800 MHz CCCS Governance Committee and the 800 MHz CCCS Joint Agreement. Any required maintenance contractor agreements will be negotiated by the Lead Agency and presented to the 800 MHz CCCS Governance Committee for approval.

The backbone of the System is structured on an integrated network. Any infrastructure hardware and software upgrades or changes that may impact the System require reasonable discussion, approval and oversight by the Lead Agency, and the 800 MHz CCCS Governance Committee.

All maintenance work being scheduled that may affect System performance is preceded by reasonable and appropriate notification to the user agencies.

The configurations for each of the components of the System are documented primarily for the purpose of maintenance, but also affect future planning. The manufacturer provides the original 'as-built' documentation.

The other defined standards for maintenance, documentation, notification, changes, security, and training also pertain to the network portion of the System.

Procedure

The methods for performing detailed System operations are defined in the technical resource manuals and training documentation for the System. The technical resource manuals are classified as 'Restricted Information' and are not available to the general public except by formal written request approved by the 800 MHz CCCS Governance Committee, the Lead Agency and County Counsel.

Management

The Lead Agency is responsible for managing the System network.

4.4 Advanced System Keys

Purpose or Objective

To outline the procedures for the production, and usage of both the Software and Advanced System Keys (ASK) for the System.

Technical Background

A system key allows for the programming of a radio for use on the System and is used to maintain System security. The System key keeps unauthorized units from gaining access to the System. Most radio equipment manufacturers provide a software based system key unique to each trunked radio system. The System key is required for a radio (subscriber unit) to be programmed so that the radio can be recognized by the System and the user can access the System.

Operational Context

The Lead Agency will maintain and safeguard all Master ASKs, regardless of manufacturer and is responsible for the production and issuing of all secondary keys to authorized users. Manufacturers' radios that do not require a system key will not be approved for operation on the System.

An agency using subscriber radios other than the System manufacturer (Motorola) must acquire and provide to the Lead Agency the manufacturer's Master ASK for the 800 MHz System and all necessary software and key hardware to program secondary keys as needed.

The safeguarding of these keys is paramount and should at all times be treated as restricted, public safety sensitive information with access closely guarded.

Management

The Lead Agency Director is responsible for maintaining the security of and access to the System keys.

4.5 Database Management

Purpose or Objective

Defines the aspects and assignment of responsibilities for managing the System's databases.

Technical Background

The management of the System and subsystem databases is assigned to Lead Agency staff with responsibility for the various aspects of the System operations.

The databases contain information for the System and subsystems defining the operational characteristics of:

- Subscriber Radios
- Radio Users
- Talkgroups
- Profiles for Radio Users and Talkgroups
- System portion of the fleet map programming
- System and Subsystem equipment operational parameters
- Security Group structures
- Login User accounts and privileges

The databases contain the operational personality of the entire System. Because of this critical function, the data must be properly managed for System functionality and archived regularly in case of data loss or corruption.

Operational Context

The System databases are partitioned to facilitate the distributed management of the data contained in them. The database management responsibilities of the Lead Agency include the following:

- The Lead Agency is responsible for maintaining and archiving copies of all radio codeplug data and System databases.
- Database backups are made once per week and are stored "off-site" on a backed-up server in the event of a disaster.
- Database restoration will be performed by trained technical staff and only in the event of System software reloading and version changes, System database corruption, or as defined in the Disaster Recovery Plan.
- Database restoration is performed when a non-critical condition exists and if approved by the Lead Agency Director.
- The Lead Agency notifies agencies of any database issues that adversely impact their normal operations.

Procedure

The methods for performing the database operations are defined in the manufacturer's technical resource manuals. The technical resource manuals are classified as 'Restricted Information' and are not available to the general public except by formal written request to the Lead Agency.

The procedure for this standard is at the discretion of the Lead Agency.

Management

The Lead Agency is responsible for managing the data attributes and is responsible for backing up the System databases.

4.6 Subscriber Radio Inventory/Fleetmap

Purpose or Objective

Establishes the policy to ensure all radios activated on the System are properly accounted for, assigned, and managed.

Technical Background

Each radio operating on the System must be assigned a unique 7-digit IUID number allowing the radio to affiliate and communicate on the System. The System's controller provides individual access to the System for each assigned radio.

Operational Context

The Lead Agency manages the subscriber radio inventory and is responsible for assigning and tracking all IUID numbers. Each 7-digit IUID number can only be used with an individual radio and shall not be duplicated or "cloned" to another radio.

IUID management and subscriber radio inventory are critical to the operational integrity of the System. Accurate subscriber radio inventory is also important as this is the basis for the equitable distribution of the costs associated with System operations and maintenance.

Protocol / Standard

The Lead Agency is the only authorized source for IUID assignment and subscriber radio programming. The Lead Agency establishes and maintains the Fleetmap Inventory database and conducts annual inventory verification with each Partner Agency. This annual inventory is also provided to Lead Agency Financial for use in the various budget and billing calculations for Partner Agencies.

Management

The Lead Agency is responsible for IUID issuance and management of the subscriber radio inventory/Fleetmap.

4.7 Lost or Stolen Radio Notifications

Purpose or Objective

Establishes the policy to ensure the System's operational integrity and security by providing users with a procedure for reacting to incidents of missing, lost or stolen radio units.

Each agency shall develop internal guidelines for dealing with incidents of lost, stolen or missing radio equipment, to include notification to the Lead Agency.

Technical Background

The System's controller provides individual access to the System for each assigned radio. The controller provides the ability to disable the radio altogether with the 'inhibit' feature.

The target radio must be turned on and affiliated with the System for the actions to be processed. If the target radio is not active, the requested action can be put into the passive mode. When the target radio does attempt to affiliate with the System, the pending action is initiated.

Operational Context

All agencies are required to make immediate notification to the Lead Agency upon receiving information, notification, or recognition that an assigned radio is misplaced, lost or stolen. Delay in providing notification could result in unauthorized persons causing interference and/or receiving confidential information.

Protocol/Standard

The Lead Agency shall be immediately notified of the situation by a phone call and submission of a Lost/Stolen Radio Report Form.

The request to inhibit a lost/stolen radio must be specified on the Lost/Stolen Radio Report and must be accompanied by a copy of the Police report.

Lost and stolen radio information will be passed on to user agencies and local radio shops in case the radio is located or turned in.

The Lead Agency will invoice the agency for the replacement cost of the radio if owned by the Lead Agency (ie., a loan pool radio).

Management

The Lead Agency is responsible for managing this policy.

4.8 System Management Access

Purpose or Objective

Defines the types and areas of individual access to the management functions of the System.

Technical Background

Every login user of the System has a minimum of one login account and possibly more if multiple levels of access rights are needed for different purposes, such as administrative or general use. Every account can be individually set with the security and application rights needed to meet the needs of each user. All user account IDs shall be unique as the System's

databases do not permit the use of duplicate IDs. The user login aliases are limited to a specific length.

Operational Context

Personnel who log into the systems to use management applications and support tools are referred to as "Login Users". These are technical support staff such as the System Manager, administrators, technicians, etc. This is different that "Radio User" as referred to in other standards. Every user's login ID on the system is unique. Every login user of the System has a user ID that is only for that specific agency's or individual's use. Based on the types of access required an individual may need more than one login ID.

The types of access fall into the following areas:

- System Management
- Infrastructure Maintenance
- Subscriber Administration
- Dispatch Management
- Asset Management

The areas of access are based on the physical locations of the equipment and individual need.

Access to System, Network, and Asset Management terminals will be limited to Lead Agency staff and approved vendors.

Lead Agency may review personnel with System access at any time to ensure that only the appropriate levels of access have been granted based on their currently assigned business needs.

Protocol

Each Login User account must be requested from and approved by the Lead Agency Director. The account will be assigned a login name and access level based on the requirements of the request. Access will be immediately rescinded for any unauthorized actions or change of employment status.

Management

The Lead Agency is responsible for the creation of administrative accounts, designating the areas of access allowed for each account, and the review of access granted.

4.9 Requesting System Access

Purpose or Objective

To establish the procedure for an eligible agency to apply to participate on the 800 MHz CCCS.

Operational Context

The 800 MHz CCCS Governance Committee has determined the requirements and procedure for potential new applicants desiring access to the 800 MHz CCCS. Those procedures are documented in the 800 MHz CCCS Joint Agreement.

Management

The Lead Agency Director is responsible for managing the process of potential new System User applications in accordance with protocols established by the Governance Committee and documented in the 800 MHz CCCS Joint Agreement.

4.10 Alias List Standards**Purpose or Objective**

To establish a standard for the use of Subscriber alias for identifying radio users.

Operational Context

An alias is a common alphanumeric name used to identify a radio, talkgroup, site, etc. rather than referencing the assigned 7-digit IUID number.

The Lead Agency does not maintain alias names for Partner Agencies.

Each Partner Agency shall maintain their own alias database and their alias names will only appear on their local dispatch consoles and subscriber radios.

Management

Each User Agency is responsible for establishing and maintaining any alias lists used by that agency.

4.11 Member Agency Operational Policy Changes**Purpose or Objective**

Defines a process to mitigate negative impact to this SOP, other Member Agencies or the overall operation of the System when Member Agencies make changes to their individual Agency operational policies.

Operational Context

The 800 MHz CCCS Governance Committee is charged with approving standards and determining protocols and procedures for optimal operations between and among the users of the System.

Member Agency operational policies must not be contrary to this established SOP nor should they knowingly impact other Member Agencies in a negative manner. There will be occasions or incidents that might result in the need for a Member Agency to make changes to their operational policies. Member Agencies must ensure that any change made to their internal operational policies harmonizes with the established SOP and fellow Member Agencies.

Protocol

Member Agencies are expected to understand the potential for their policies to impact other Agencies on an integrated communications system. As a result, any Member Agency planning to make changes to their operational policy must take into account the impact on the System. If the operational policy change is likely to have an impact on the System and/or on other

Member Agencies, or, if it is unknown whether the change will have such an impact, the Agency planning to make the change shall submit the planned policy change in writing to the Lead Agency for evaluation.

The Lead Agency will address Member Agency policy change notices with respect to their impact on the System and other Agencies. The Lead Agency will inform the Governance Committee Chair of the decision regarding the policy change if it is determined that the change will impact the System or other Member Agencies.

A written notice of any planned operational policy change submitted to the Lead Agency shall include:

- Description of the policy being changed
- Reason for the planned policy change (including the potential consequences if the request is not approved)
- Preliminary assessment of impact to other System users, and an estimate of any associated costs to implement the request

An assessment shall be conducted by the Lead Agency technical and management staff and shall address:

- Technical impact to the current and future System performance including which systems or subsystems are affected
- Operational impact including capacity impact to current and future System performance
- The degree of conformance with established policies and standards
- Cost impact to current participants
- Potential alternative solutions

The Lead Agency Director shall forward the completed assessment to the requesting Member Agency along with recommendations including ways to mitigate negative impact where applicable. If the assessment reveals a negative impact to the System or to other Member Agencies, the Lead Agency will advise the requesting Agency against enacting the change. The requesting Agency may appeal the decision to the Governance Committee for resolution if desired.

The Governance Committee shall then review the requested policy change and approve, deny or modify the request. If approved or modified, the Governance Committee shall set forth operational and/or financial responsibility as appropriate and notify all affected parties of the decision.

Management

The Lead Agency Director, acting on behalf of the Governance Committee, shall manage this process.

4.12 Infrastructure Equipment Standards

Purpose or Objective

Sets the minimum technical and performance standards for infrastructure equipment operating on or interfacing with the System and establishes a policy preventing premature obsolescence of the same.

Technical Background

The 800 MHz CCCS is an APCO P25 standards-based System constructed by Motorola Solutions, Inc. It consists of radio communications sites utilizing 800 MHz radio spectrum. The Master Site is located at the Loma Ridge Facility where the Lead Agency Radio Microwave Unit is collocated along with the County Emergency Operations Center and the OCSD PSAP/Dispatch Center. Microwave links between the Master Site and the radio sites utilize redundant methods in the construction of the System to provide for a public safety grade of service.

Vendors' equipment often utilizes different operating software and may interact differently with the existing infrastructure which can potentially exhibit undesirable operational characteristics.

It is also possible that new, untested radios, equipment and/or software can exhibit performance and functionality characteristics that are destructive to the performance, capacity and/or security of the System.

Operational Context

Participants desiring to connect or interface with the System any type of fixed equipment such as a radio or console product must receive approval from the Lead Agency. Prior to approval, the System manufacturer must prove equipment compatibility. All equipment must be installed in compliance with all rules, regulations and codes applicable to its operation and location. Industry accepted radio site installation and equipment grounding practices, such as R56 or approved equivalent in effect at the time of installation, shall be used.

Protocol

To ensure the reliability of the System, all infrastructure equipment directly interfaced with the System's core must maintain the same level of software revision.

Requests shall be submitted in writing to the Lead Agency signed by the requesting agency director or department head.

Procedure

The request shall provide an outline of plans the requesting agency has developed for equipment integration. The written request shall indicate the name and contact information for the person designated to lead the project.

The Lead Agency Director will review the request and make the final decision.

If a technical use plan is already in place, the agency shall submit the plan to the Lead Agency for review to ensure compliance and compatibility with CCCS policy, standards and procedures. If a technical use plan is not in place, Lead Agency shall assist the requesting agency in developing a plan. Costs associated with the development of a technical plan are borne by the requesting agency. When the plan is complete it is submitted to the Lead Agency Director, who shall review the plan for compliance and compatibility with CCCS policies and procedures.

Management

The Lead Agency is responsible for management of infrastructure equipment standards and integration.

4.13 Subscriber Equipment Standards**Purpose or Objective**

Sets the minimum technical and performance standards for subscriber radios operating on the System including:

- Establishing a policy to prevent premature obsolescence of subscriber radios.
- Establishing procedures for Lead Agency to measure, test, certify and publish a list of subscriber radios that are approved for use on the System.
- Ensuring that decommissioned subscriber radios are properly deprogrammed before disposal to prevent interference with public safety communications.

Technical Background

The System utilizes digital communication technology with the primary use being voice communications using the APCO P25 Phase 1 protocol with 9600-baud control channels.

Subscriber radios from various vendors often utilize different operating software providing a variety of services, features, functionality and performance to the users. Many of these radios interact differently with the infrastructure and can potentially exhibit undesirable operational characteristic. It is possible that untested radios and/or software can exhibit performance and/or functionality characteristics that are destructive to the overall performance, capacity and/or security of the System. Users are prohibited from using radios or accessories that may be destructive to the System.

Partner Agencies shall deliver any retired radio subscriber equipment to the Lead Agency for decommissioning and deprogramming. Decommissioned radios that are not properly deprogrammed could pose interference issues with public safety communications. Radios removed from the System for decommissioning purposes shall be deprogrammed so as to remove all System related information, ID's, and conventional channels, leaving only an idle frequency of 851.0000 MHz to prevent potential interference issues with public safety communications.

Management

The Lead Agency is responsible for maintaining all testing, managing radio equipment manufacturer initiated submittals, coordinating activities of the test team, and the proper deprogramming of subscriber radios. Any Agency purchasing new subscriber equipment is encouraged to work with the Lead Agency first to ensure the new equipment meets System standards and is properly equipped to operate on the System.

4.14 System Administrator Standards**Purpose or Objective**

Establishes the minimum training standards for System administration and staff. This ensures that System functionality and integrity are maintained by restricting System administrative functions to trained, qualified and authorized personnel only.

Protocol

The Lead Agency is responsible for maintaining System configuration databases for System or subsystem infrastructure, subscriber databases and console configuration databases.

4.15 Dispatch Center Personnel Training

Purpose or Objective

Establishes minimum training standards for the public-safety dispatch center personnel with access to System resources. This ensures that personnel performing communications dispatch operations are properly trained by the Lead Agency.

Operational Context

System functionality and integrity shall be maintained by ensuring that only qualified personnel perform dispatch functions using console equipment connected to the System core.

Protocol/Standard

Public safety dispatch center personnel shall be familiar with all applicable mutual aid requirements, interoperability requirements, trunk system patching and all established SOPs.

Other recommended training that each agency's communications center personnel should have include:

- COML.
- ICS courses 100, 200, 700.B, 800 or others as required by employing agency

Recommended Procedure

This policy does not contain specific training procedures or training modules.

Management

The communications / 9-1-1 center manager within each agency is responsible to ensure personnel with radio console access to resources on the System comply with the following:

- Public safety communications / 9-1-1 center personnel receive the appropriate training before accessing System resources.
- Public safety communications / 9-1-1 center personnel maintain familiarity with features and functions of communications consoles in order to rapidly and effectively

communicate with public safety personnel and are able to identify and establish interoperability solutions when appropriate or directed.

- Only qualified personnel perform dispatch functions on System resources.
- Public safety communications / 9-1-1 center personnel maintain familiarity with all applicable sections of the SOP.

4.16 Incident / Tactical Dispatcher Training

Purpose or Objective

Establishes minimum training standards for those performing incident or tactical dispatch functions with access to System resources. This ensures that System communications incident/tactical dispatcher operations are performed by properly trained dispatch personnel.

Operational Context

System functionality and integrity shall be maintained by ensuring that only qualified personnel perform incident/tactical dispatch functions.

Protocol or Standard

Incident/tactical dispatch personnel shall successfully complete appropriate training on the console system, mobile radios or control stations in the Mobile Command/Communications Units. Appropriate training shall, at a minimum, include formal training either by an incident/tactical dispatch trainer who has completed the training from a qualified instructor or by a qualified radio technical staff member familiar with the Mobile Command/Communications Unit's (MCU) operations.

Incident/tactical dispatch personnel shall be familiar with all applicable mutual aid requirements, interoperability requirements, trunked system patching, gateway and other communications equipment in the MCU as well as all established standard operating procedures.

Other recommended incident/tactical dispatcher training should include:

- COML.
- COMT.
- ICS courses 100, 200, 300, 400, 700.B, 800 or others as required by their employing agency.
- Any other developmental, technical or safety courses deemed necessary by employing agency.

Procedure

This policy does not contain specific training procedures or training modules.

Management

The Communications Center Manager within each agency is responsible to ensure personnel with access to MCU resources on the System comply with the following:

- Incident/tactical dispatch personnel or those acting in that capacity receive the appropriate training before accessing System resources.

- Incident/tactical dispatch personnel maintain familiarity with features and functions of MCU in order to rapidly and effectively communicate with public safety personnel and are also able to identify and establish interoperability solutions when appropriate or directed.
- Only qualified personnel perform incident/tactical dispatch functions on System resources.
- Incident/tactical dispatch personnel maintain familiarity with all applicable sections of the SOP.



4.17 Radio (Subscriber) User Training

Purpose or Objective

Establishes the minimum training standards for radio users, which ensures proper operation of radios on the System.

Operational Context

System functionality and integrity shall be maintained by ensuring that only trained personnel operate radio equipment.

Protocol/Standard

Radio users shall successfully complete appropriate training on assigned radios before being allowed to operate on the System. Appropriate training shall include formal training from a qualified instructor or approved media and, at a minimum, include the following:

- Radio users shall be trained on the technical operation of assigned radios. Training will be required biennial.
- Radio users shall be trained on how to operate the radio within the System along with any special features of the System they will use, e.g., emergency button, call alert, etc.
- Radio users shall be trained on and demonstrate proficiency with all applicable mutual aid and interoperable communications resources and standard operating procedures.
- Radio users shall maintain awareness of the mutual aid, interoperability channels or talkgroups in their radios, as well as how to navigate to them when necessary.
- User agencies will make an effort to conduct ongoing refresher training for radio users periodically following their initial training (e.g., build into in-service training, dispatch centers conduct random tests, roll call training, on-shift training, etc.).

Lead Agency staff assists user agencies in identifying training needs and implementing training programs to meet those needs. The Lead Agency also employs a qualified training officer who is available to provide this training to authorized System users.

Procedure

This SOP does not contain specific training procedures or training modules, however, Lead Agency staff assists with radio user training when requested.

Management

Each User Agency is responsible to ensure that:

- Personnel assigned radios shall receive the appropriate training with emphasis on awareness of and how to navigate to mutual aid and interoperability channels or talkgroups (initial and ongoing refresher training).
- Only trained and qualified personnel shall operate radio equipment.
- Radio users are familiar with sections of the SOP.

4.18 Interoperability and non-CCCS Radio Users

Purpose or Objective

Establishes the minimum training standards for radio users having access to interoperable resources of the System. This ensures the proper operation of radios on the System and safeguards against improper utilization of interoperability resources.

Operational Context

System functionality and operability is maintained by ensuring that only properly trained personnel use the interoperable resources on the System for mutual aid communications. If agencies do not have appropriate training, then communications failure or a degradation of the System resources may occur.

Protocol/Standard

Radio users shall have a demonstrated knowledge of Section 6 Interoperability Standards, and have successfully completed appropriate initial and ongoing refresher training including:

- User training emphasizing:
 - The use of interoperable channels and how to navigate their radio.
 - How a user's radio experiences can be affected by the selected interoperability channel (digital, analog, non-trunked, etc.).
- Dispatch and supervisory training emphasizing:
 - The use of interoperable channels.
 - The use of patching and patch channels.
 - The use of cross band repeaters and gateway devices.
 - The use of RF control stations.
 - How a user's radio experiences can be affected by the selected interoperability channel (digital, analog, non-trunked, etc.).

Radio users with access to interoperable channels must be familiar with all applicable mutual aid and interoperable requirements and procedures.

Procedure

This SOP does not contain specific training procedures or training modules.

Management

The Lead Agency will provide training materials upon request for initial training and ongoing refresher training. Additionally, as resources permit, the Lead Agency will assist user agencies

with developing plans and methods on incorporating ongoing radio refresher training into various activities for the most effective delivery to personnel. The Lead Agency also employs a qualified training officer who is available to provide this training to authorized System users.

Agencies requesting and/or using the interoperable talkgroups are responsible to ensure that:

- The use of mutual aid/interoperability channels and talkgroups is properly coordinated and approved through the Control One.
- Radio users successfully complete appropriate initial and on-going refresher training and demonstrate knowledge of proper communications procedures before being allowed to operate the interoperable resources.
- Radio users are familiar with all applicable interoperable sections of this manual.
- Radio users are familiar with all applicable mutual aid requirements and interoperable SOPs.

4.19 System Upgrade Notification

Purpose or Objective

Establishes notification procedure prior to major System upgrades.

Protocol/Standard

System software upgrades will be performed as needed contingent upon available funding and/or technical requirements. The Lead Agency will be responsible for ensuring that all System user agencies that may be impacted by the upgrade are notified by email and/or other written form.

Recommended Procedure

Planned upgrade procedures will be communicated to all System users as follows:

- At least 30 days prior to a planned major System upgrade that will cause a System or site outage, the Lead Agency will notify all System user agencies that may be impacted by the upgrade.
- The Lead Agency will send an email reminder to all potentially impacted System user agencies a week prior to the System upgrade.
- Control One will communicate upgrade instructions and status to all System users before, during and upon completion of the upgrade.

User agencies must notify the Lead Agency Director in writing if the planned upgrade dates will interfere with any major planned events.

Management

The Lead Agency is responsible for managing System upgrades and the necessary notifications associated with each upgrade.

4.20 In-building Coverage (Bi-Directional Amplifiers)

Purpose or Objective

Establishes policy on usage of Bi-Directional Amplifiers (BDA) and awareness of all locations utilizing BDAs for the purpose of mitigating interference issues.

Technical Background

The System is designed for mobile and portable radio coverage but cannot provide 100% coverage in all places. BDAs are a device that aims to improve radio access within a confined space such as high-density buildings. Although the use of a BDA may improve in-building coverage, it may also create interference issues with the overall System. Tracking the locations of all BDAs will aid in quickly locating offending BDA equipment.

Protocol/Standard

It is not the intent for the Lead Agency or Governance Committee to approve or regulate BDAs. It is important for the Lead Agency to maintain a list of facilities that do have BDAs used with the System.

Any agency or department installing a BDA will provide the Lead Agency with the location of the device prior to installation if possible. This will include the physical address, emergency contact information, building name, location within the building, manufacturer and model number.

It is the responsibility of the equipment/facility owner to comply with all requirements of the FCC, including licensing, location reporting, and interference mitigation.

Recommended Procedure

Agencies installing BDAs will submit to the Lead Agency a list of locations where BDAs are installed that are supplementing the System. BDAs not supplementing the System do not need to be reported. This list will be updated periodically.

Management

The Lead Agency will maintain the list of BDAs supplementing the System. Each agency will maintain a list of BDAs within their jurisdiction along with contact information for the equipment/facility owner to allow access should the BDA interfere with the System.

4.21 Aircraft Radio Installations and Operation

Purpose or Objective

Sets the policy regarding aircraft subscriber radio installation, programming, and operation on the System.

Technical Background

Due to the elevated altitude of operation, aircraft radios have a greater coverage footprint. This allows a radio operated in the air to access sites as far away as 150 to 200 miles, while mobile radios operated in vehicles on the ground typically have ranges limited to 30 to 40 miles. Radios in aircraft operating with the System function slightly different than radios on the ground.

Due to the interference potential from the larger coverage footprint of aircraft operated radios, the FCC rules for operation of these radios limits the output power to help reduce interference, as frequency reuse is applicable in the CCCS and other radio systems.

Installation of aircraft mounted radios is governed by the Federal Aviation Administration (FAA) and permanent installations must be performed by FAA certified personnel.

Operational Context

Subscribers that acquire a large coverage footprint due to high altitude operations need to take into consideration potential interference due to frequency reuse in other systems. This could cause interference to their users. This interference could appear as an interruption, loss of communications, or as tailgating to other talkgroup transmissions on other sites.

Protocol/Standard

All permanently installed aircraft radios shall comply with the FCC 90.423 power output limitation of 10 watts, the Effective Radiated Power (ERP) being no more than 5 watts. Only unity gain antennas will be allowed.

Permanently mounted aircraft radios should be programmed with the following:

- BER threshold of 2.5%

For aircrews that are assigned portable radios, these portable radios should be programmed for the following:

- 2.5% or 2.9% BER threshold

These settings apply for both aircraft installed radios using remote mounted mobile or portable radios and Technisonic-type aircraft control panel mounted avionics packages using internal portable radios.

Procedures for landing zone areas where communications with ground personnel are conducted are recommended on a simplex, non-trunked, channel.

In addition to the SOP training requirement, training for users of aircraft radios shall include a description of the issues surrounding airborne operation of System radios including:

- Issues of potential interference to other systems due to frequency reuse;
- Personnel using portable radios in a limited capacity (observers, guests, etc.) and the potential for FAA and FCC rule violation, and interference.

Recommended Procedure

Installation and programming should be performed as outlined in this section. Operation of Aircraft landing zone coordination should be performed as outlined in this section. In-flight transmissions should be as brief as possible due to the potential interference.

Management

The Lead Agency Director will be responsible for the oversight and compliance of this standard. Due to the potential of interference issues to expand beyond a specific region or into another County, Lead Agency staff should also be notified if any interference is detected and is believed to have originated from a CCCS radio equipped aircraft.

4.22 In-building Coverage

Purpose or Objective

Establishes policy on the approval, usage and regulation of in-building coverage enhancement devices on System frequencies and the tracking of all locations utilizing these devices for the purpose of mitigating interference issues. In-building coverage systems include Emergency Responder Radio Communications Systems (ERRCS), Bi-Directional Amplifiers (BDA), and Distributed Antenna Systems (DAS).

Technical Background

The System is designed for mobile and portable radio coverage but cannot provide 100% coverage in all places. In-building coverage devices aim to improve radio access within a confined space such as high-density buildings. Although the use of in-building coverage devices may improve in-building coverage, it may also create interference issues with the overall System. Tracking the locations of all in-building coverage devices will aid in quickly locating offending equipment.

Protocol/Standard

The Lead Agency must approve and regulate in-building coverage systems on frequencies licensed to the County of Orange. It is important for the Lead Agency to maintain a list of facilities that have in-building coverage devices used with the System.

Any agency or department planning to install an in-building coverage system will submit their plans to the Lead Agency as described in the current OCSD ERRCS Guidelines document. This will include the physical address, emergency contact information, building name, location within the building, manufacturer and model number. The Lead Agency must review and approve operation of the installed in-building coverage system to ensure proper installation and operation and to mitigate any adverse effect on the System.

It is the responsibility of the equipment/facility owner to comply with all requirements of the National Fire Protection Association (NFPA), California Fire Code (CFC) and Federal Communications Commission (FCC) including licensing, location reporting, and interference mitigation.

Recommended Procedure

Agencies planning to install an in-building coverage system shall contact the Lead Agency for guidance and to begin the approval process. All agencies shall submit to the Lead Agency a list of locations where BDA, DAS or other ERRCS systems are installed that are supplementing the System. In-building coverage devices not supplementing the System do not need to be reported. This list will be updated periodically.

Management

The Lead Agency will manage the In-Building Coverage policy and maintain the list of in-building devices supplementing the System. Each agency will maintain a list of in-building coverage devices within their jurisdiction along with contact information for the equipment/facility owner to allow access should the equipment interfere with the System.

5.0 CONFIGURATIONS AND ALLOCATION

5.1 Zone and Talkgroup Naming Standards

Purpose or Objective

A well-defined method of naming radio programming zones and talkgroups/channels aids in user interoperability by allowing all users to understand the designated use of individual talkgroups/channels and how to find those talkgroups/channels in their radio.

Operational Context

In addition to agency-specific zones and talkgroups, all System users have certain talkgroups/channels programmed into their radios that are common to all System users to allow for operational interoperability. The ability to quickly locate these common talkgroups/channels for interoperability requires a uniform programming methodology to place the talkgroups/channels in specific zones in all radio on the System.

Protocol/Standard

The Lead Agency, in conjunction with User Agencies, and with the authority of the Governance Committee has established the zone and talkgroup naming structure used by all System users. The zone/talkgroup/Channel names and radio template structure is provided in the Official Communications Handbook (Radio Code Book) for each System Discipline (Law, Fire, Lifeguard/Marine Safety, Public Works).

Requests for additional zones or talkgroups must be submitted to the Lead Agency for consideration and analysis as to their potential impact on the System.

Management

The Lead Agency shall maintain the Official Communications Handbook and associated records related to zone and talkgroup/channel naming.

5.2 Radio IUID Allocation

Purpose or Objective

Allocates radio Item Unit Identification number (IUID) ranges for the individual agencies. This allows the Lead Agency to manage the pool of IUIDs as radio users and console positions are configured. This simplifies the management of the IUIDs and provides an easier indication of what IUIDs belong to which agency in the event that a radio user alias is not available.

Technical Background

These IUIDs are the same IUIDs that users type in for call alert pages. Also, these are the IUIDs that are displayed on the subscriber radios if the "ID Display" feature is enabled. These IUIDs are also displayed at the console if the console alias feature is not available.

Operational Context

The Lead Agency will allocate radio IUID ranges to agencies based on the number of units the agency will have active on the System and will be shown on the master agency IUID list.

Protocol/Standard

Only radio IUIDs allocated to an individual agency can be used in the programming of that agency's radios and consoles. The Lead Agency is responsible for the programming of all radios on the System.

Procedure

The Lead Agency maintains the master list of IUID distribution and will allocate IUIDs to agencies based on each agency's radio count and need. If an agency requires additional IUIDs beyond the initial allocation, a request shall be made to the Lead Agency. The Lead Agency will evaluate the request and conduct an analysis to determine impact to the System. Upon completion of the analysis, the Lead Agency may approve or deny the request, or ask for additional information.

Management

The Lead Agency manages the IUID ranges for day-to-day activities, and manages the IUID ranges for reserve or future allocation.

5.3 Fleetmap Standards

Purpose or Objective

Defines the process used to document the Fleetmap information for the effective management of the System.

System Fleetmap configuration information is classified as 'Restricted Information' and is not released to the public.

Technical Background

The Fleetmap is parameter information programmed into the System infrastructure and into the subscriber radios to control how those radios perform on the System.

The Fleetmap spreadsheet is a documented matrix of the talkgroups in the System and the departments or agencies that use and control user access to these talkgroups. The Fleetmap contains the following information:

- Talkgroup Name – Name of the talkgroup as it is programmed into the System.
- Talkgroup Alias – Abbreviated naming of the talkgroup to fit within the 8 or 14 character radio display.
- Talkgroup ID – Numerical designation of the talkgroup in decimal and/or hexadecimal.
- Failsoft Channel – The System channel designated for the talkgroup when in the failsoft mode.
- Owner – The primary user agency with access control of the talkgroup.
- Priority – Priority level of the talkgroup.
- On Console – If the talkgroup is available as a console resource.
- Trunked Alternate – A talkgroup to be used when the user's primary system is unavailable.

Operational Context

The Lead Agency will establish and manage the Fleetmap database information for all users of the System.

Protocol/Standard

A detailed matrix is maintained by the Lead Agency on the System database. Each agency's radio representative maintains a Fleetmap spreadsheet containing data on their talkgroups and the users for whom they are responsible.

Procedure

If an individual agency desires to make updates and changes to their Fleetmap standards, the changes shall be requested through the Lead Agency.

- The Lead Agency will evaluate any requests for changes and conduct an analysis to determine its feasibility and impact on the System.
- The Lead Agency will decide if the request will be approved or denied and proceed accordingly with notification to the requesting agency.

The disclosure of the Fleetmap configuration information, including talkgroup IDs, user IDs, user privileges and other related System information could substantially jeopardize the security of the System. This disclosure makes it more susceptible to sabotage and unauthorized access to the contents of confidential voice and data communications. Therefore, the master Fleetmap data shall be classified as 'Restricted Information' and is not available to the general public except by formal written request to the 800 MHz CCCS Governance Committee.

Management

The Lead Agency manages the Fleetmap and System programming for all agencies.

5.4 Subscriber Template Management

Purpose of Objective

Defines the process that is used to document the radio subscriber template information for the effective management of the System. The System contains a large number of talkgroups to support the various agencies that subscribe to the System. Subscriber template configuration information is classified as 'Restricted Information' and is not released to the general public.

Technical Background

The subscriber template is parameter information programmed into the individual subscriber radios to control how those radios perform on the System.

An agency's subscriber template is developed and maintained by the Lead Agency with the input of each agency's radio representative. This is to ensure the agency gets the talkgroups, features, and functionality desired from the radios, while maintaining the overall functionality and integrity of the System.

The radio subscriber template is usually specific to a particular agency, but an agency can elect to have different versions of the template based on the department's needs and operations.

The templates normally contain the following information:

- Radio Configuration – Specific information related to a particular model of radio, including but not limited to: button assignment, display options, menu items, and other radio wide parameters.
- Conventional – Personality information that determines the radio's operation in the conventional mode such as frequencies, tones, and signaling options.
- Trunking – Identifies System and talkgroup specifics that the subscriber radio has access to, as well as System and unit-specific ID numbers relating to the radios operation.
- Scan – Defines the limits and lists of the subscriber radio's scan function, when equipped.
- Zone Assignment – Where talkgroups are combined into specifically labeled 'zones' within the radio that represent or reflect operations of a particular agency or operation. The zone designation reflects an acronym, which should easily identify the zone as belonging to a particular agency.

Operational Context

The Lead Agency creates and manages all subscriber templates to ensure uniformity and proper operation on the System.

Protocol/Standard

User Agencies may have multiple subscriber templates based upon their operational needs. The Lead Agency shall maintain a subscriber template spreadsheet for each of the agency's template versions.

The Lead Agency will work with each user agency to develop the subscriber templates for that agency. All subscriber template creation and modification shall be done by the Lead Agency. The Lead Agency shall maintain all associated documentation for each subscriber template.

Procedure

If individual agencies desire to make updates and/or changes to their subscriber templates, those change requests shall be submitted to the Lead Agency for review. The Lead Agency will approve or deny the request after reviewing impact to the System and other users. If approved, the costs for template change and subsequent reprogramming of subscriber radios will be borne by the requesting agency.

The disclosure of the subscriber template configuration information, including talkgroup IDs, user IDs, user privileges and other related System information could substantially jeopardize the security of the System. This disclosure makes it more susceptible to tampering, sabotage, unauthorized use, jamming, hacking, unauthorized access to the contents of confidential voice and data communications. Therefore, the subscriber template spreadsheets shall be classified as 'Restricted Information' and are not available to the general public except by formal written request to the 800 MHz CCCS Governance Committee.

Management

The Lead Agency manages all subscriber templates and programming for all agencies and maintains records of the process. Access is strictly controlled and is considered 'Restricted Information'.

5.5 Talkgroup Assignments

Purpose or Objective

Defines the assignment/usage of agency-specific, common and interoperable/mutual aid talkgroups and resources, and provides a standard so that the Lead Agency will have a firm guideline on allowing particular talkgroups programmed into radios.

Operational Context

Talkgroups are considered assigned by the agency for which the talkgroup was specifically created. The process for pre-defined sharing authorizations is explained in Section 5.6.

Recommended Protocol/Standard

There are three types of talkgroups that are programmed into the System:

- **Agency-Specific** – Created for, and controlled by, individual agencies for their day-to-day operations. These talkgroups cannot be accessed by other System users without express permission granted by the assigned agency. The process for obtaining this permission is outlined in Section 5.6.
- **Common Resources** – Talkgroups/channels created for common use among discipline specific agencies (law, fire, general) as needed. These talkgroups/channels are not controlled by any individual agency but are available for use by all Partner Agencies and are coordinated by the Control One.

- **Interoperable/Mutual Aid Resources** – These talkgroups/channels are established interoperable or mutual aid resources available to all System users based upon specific discipline (law, fire, general) and allow communications with non-CCCS System agencies as needed. These talkgroups/channels include the ability to be patched to non-800 MHz resources for greater interoperability. These talkgroups/channels are coordinated locally through the Control One.

Procedure

- The Lead Agency will control all talkgroup generation and access parameters. Agencies shall immediately notify the Lead Agency when changes to an agency-specific talkgroup are required or the talkgroup is no longer required.

Management

The Lead Agency is responsible for the management of the Talkgroup Ownership policy.

5.6 Talkgroup Sharing

Purpose or Objective

Defines how System Partner Agencies can permit other agencies to access to their agency-specific talkgroups.

Technical Background

Radios must be P25 compliant and compatible with the System. Refer to Section 4.13 of this SOP for additional details on subscriber equipment standards.

Operational Context

Partner agencies have the authority and control to define who is allowed access to their agency-specific talkgroups/channels. This process is accomplished with a formal written request to the Lead Agency from the requesting agency which is passed to the agency-specific talkgroup owner for approval. The request should include the specific talkgroup name desired and the intended purpose and potential users of the talkgroup.

Protocol/Standard

Agency-specific talkgroups/channels shall not be programmed into any other radios without the written permission from the controlling agency. Documented written approval letters shall be maintained by the Lead Agency for each talkgroup sharing agreement.

Procedure

The Lead Agency working with the talkgroup 'owner' will process the request and, upon approval, make the necessary modifications to the requesting agency template. The Lead Agency will maintain all supporting documentation regarding the requested change. All costs associated with the template change and reprogramming will be borne by the requesting agency.

Management

The Lead Agency is responsible for the management of this procedure.

5.7 Talkgroup and Radio User Priorities

Purpose or Objective

Establishes varying priority levels for talkgroups to assure the most critical talkgroups on the System are granted a channel as quickly as possible when the System is experiencing busy conditions.

Technical Background

The System priorities can be managed both at the radio user level and at the talkgroup level.

Operational Context

Priority levels in the System are managed at the talkgroup level. The goal is to distribute priorities across the System talkgroups in a way that maximizes the ability for critical groups to communicate and minimizes the number of talkgroups with high priority.

5.9 Failsoft Assignments

Purpose or Objective

Creates and assigns System resources in a manner which maximizes System utility to users consistent with each user's mission and needs for radio communications during certain System failure situations.

Technical Background

When the System's main controllers detect certain failure conditions in the radio System, all available channels revert from a trunking mode into a conventional repeater type of operation that is given the term 'failsoft'. During failsoft, talkgroups are assigned to a specific radio channel (frequency) if so programmed, which allows the users to continue voice communication while repairs are made to the System.

There are a limited number of channels available in the System, which results in a number of talkgroups being combined on each channel while in failsoft. This requires the radio users to share those channels between numerous agencies. This congestion of radio traffic happens only during the failsoft condition.

If a talkgroup is not given a failsoft assignment, radios using that talkgroup will hear the low pitched 'out-of-range' tone when the System is in failsoft, and will not be able to communicate on that talkgroup.

Operational Context

The radio programming template failsoft assignments are configured to balance the ability for users to achieve an acceptable level of communications while maintaining the individual agency's privacy when possible. While in the failsoft condition, effected radios will display the

word 'FAILSOFT' on the radio display and emit a short high-pitched tone every 10-15 seconds to indicate to the user that normal trunked operation is unavailable.

Protocol/Standard

It is the policy of the Lead Agency to provide a failsoft assignment for every 'primary' talkgroup on the System to prevent loss of communications for users. Failsoft channel assignments are based on the needs of System users consistent with each user's mission and need for radio communications.

The Lead Agency makes determinations concerning Failsoft channel assignments.

During a Failsoft condition, dispatchers may need to announce instructions to radio users and remind them that operations may be combined among several agencies and to implement radio discipline to reduce radio traffic.

Management

The Lead Agency is the responsible authority for failsoft assignments and management. Agencies desiring additional information on failsoft assignments may request the information from the Lead Agency.

5.10 Scanning

Purpose or Objective

Identifies operational procedures and responsible authorities governing scanning System talkgroups.

Technical Background

The network infrastructure and subscriber units are configured to permit managed user scanning of talkgroups. Including a talkgroup in a non-priority scan list does not necessarily result in the user hearing traffic on that talkgroup. Talkgroups are only active if there is at least one user affiliated who has the talkgroup of interest as their selected channel.

Subscriber units can scan a talkgroup, a talkgroup in another zone, or another trunked radio system if compatible. An entire radio can be set up as receive only.

Operational Context

Scanning by multiple subscriber units can quickly overwhelm a trunked radio system creating system busies. As a result, scanning on the System has been limited to the Fire Services as a legacy feature allowing scanning of their Dispatch Talkgroup and primary tacticals.

Protocol/Standard

Before scanning and/or monitoring of System talkgroups is allowed, permission must be obtained from the Lead Agency and the agency 'owning' the talkgroup. Scanning must also be approved by the requestor's agency in their template design.

Scanning can only be enabled in the programming template by the Lead Agency.

Management

The Lead Agency is responsible for authorizing, programming and managing scanning in subscriber templates.

5.11 Emergency Button

Technical Background

The emergency button feature allows a radio user to send an emergency notification by pressing a button on the radio. The notifications audibly and visually alert dispatch console positions that have the initiating radio's talkgroup in their active configuration. Other subscriber radios on the same talkgroup also receive the emergency notification once the 'emergency' radio is keyed which will display the IUID (or alias if available) of the radio generating the emergency.

Emergency calls are also automatically assigned the highest priority available by the System controller and are the first available from the queue if the System is in a busy situation.

Operational Context

The orange button on a portable or mobile radio will be programmed with the emergency feature for all agencies. Each agency should establish their own policy on how this feature might be used, taking into consideration how it will impact the System and other users including the Control One. The emergency feature can be used to alert dispatch and other users of an emergency situation and simultaneously allow the activated radio to have priority over other subscriber radios on the same talkgroup.

Protocol/Standard

The use of the emergency button as an emergency signaling option shall be available to any agency on the System, subject to certain conditions and provisions including:

- Agencies must provide training to all users to ensure the safe and effective use of this feature. The Lead Agency can also provide training and training materials.
- It is the individual agency's responsibility to determine how an emergency alarm will be deployed for their operation and the subsequent response to the alarm.
- If a user is temporarily assigned a radio other than their normal issued equipment, it is essential that their designated monitoring point be made aware of the radio identification to cross-reference it to the correct user in the event an emergency button activation occurs.
- All agencies implementing the emergency feature shall have a plan in place to respond to emergency button activation.

All emergency button response plans must include the following:

- An established radio monitoring point with the necessary console hardware/software to receive, display and acknowledge the alert.
- Established monitoring point must be capable of identifying which radio user pushed the button and capable of responding to the user in need. (Dispatch Center or Control One)

- In the event that the monitoring point is not the same agency as the radio user, an agreement on policy, monitoring, use, and response, shall be in place among the agencies.
- Established monitoring points shall be available during any/all hours that personnel are using the System, or have an established after-hours arrangement with another monitoring point.
- No dispatcher shall clear an emergency without ascertaining what action is necessary to handle said emergency and taking the appropriate actions to do so.

Control One receives all emergency button activations and will contact originating radio user's agency for follow-up when activations occur on common/interoperable talkgroups that are not assigned specifically to the agency in question.

Management

The Lead Agency will manage the overall Emergency Button policy. Agencies desiring to use the emergency key function shall coordinate with agency resources that receive the emergency calls. The receiving agencies shall have an appropriate plan in place and documented as to the process to handle the emergency calls.

5.12 Encryption

Purpose or Objective

Establishes guidelines for the use of encryption on the System.

Technical Background

Encryption is an option on digital radio equipment that must be specially ordered and manually configured. System users may or may not be capable of encryption depending on their equipment configuration and operational needs. AES is the approved standard for encryption on the System.

Operational Context

The use of encryption in the System is strapped to the specific talkgroups determined by the System users to provide secure communications. Encryption is not a feature that can be enabled or defeated at the user level. Each talkgroup is pre-determined to be either encrypted or clear and is programmed as such in the subscriber template.

Radios transmitting with encryption cannot be heard by non-encrypted radios.

An encrypted talkgroup that is patched to a non-encrypted talkgroup or channel is no longer considered secure communications as the encrypted audio is decrypted when pushed over the patched non-encrypted talkgroup/channel. Likewise, audio fed to an internet streaming application will not be secure.

Protocol/Standard

Only the Lead Agency is authorized to program encryption into radios on the System.

Each agency shall determine if encryption will be used on its own agency-specific talkgroups.

Certain common/interoperable talkgroups allocated to specific disciplines such as law/fire will be encrypted in all System radios. Non-encrypted common/interoperable talkgroups will also be available to System users who do not have encrypted radios.

Care should be taken when assigning encrypted talkgroups to incident communications to ensure all applicable users have encrypted radios.

Management

The Lead Agency manages the encryption policy and the programming of encryption into all radios on the System.

6.0 INTEROPERABILITY STANDARDS

6.1 Interoperable Communications Requirements

Purpose or Objective

Establishes a minimum requirement for interoperable communications resources for all radios using the System.

Technical Background

For the purpose of this document, the terms 'mutual aid' and 'interoperability' will be used interchangeably. The term 'channel' will refer to a conventional resource.

The planners of the System recognized the need to make common interoperable talkgroups available to all subscribers primarily for interagency and incident command communications. Therefore, in addition to agency-specific talkgroups, the System also provides talkgroups that are common to like-disciplined agencies (law, fire, public works, lifeguard) as well as talkgroups that are available to all System users to provide interoperability between disciplines.

In addition to common System talkgroups, subscriber radios will also be programmed with local, state and national conventional interoperable channels. Most of these conventional interoperable channels are not encrypted but there are a few 700MHz encrypted channels available in encryption-capable radios.

Operational Context

Interoperable talkgroups & channels are used when there is a need to coordinate activities between different agencies and/or personnel assigned to work an event. Efforts should be made to utilize the lowest level of interoperable talkgroup/channel first if possible. For example, OC law agencies needing to coordinate with other law agencies should use the CCCS law interoperability talkgroups/channels before considering national level interoperable channels. If the coordination includes agencies that do not have access to the CCCS interoperable law talkgroups, statewide or national interoperable channels would be selected.

Additional information on the operational use of these interoperable talkgroups/channels can be found in the 'Official Communications Handbook' (Radio Code Book).

Protocol/Standard

All radios will be programmed to include the 'general use' interoperable talkgroups and channels located in specific zones in the radio template. These talkgroups and channels will be programmed into predetermined specific zones in all System radios to provide uniformity in programming for ease of locating the talkgroups/channels when needed.

Radio templates will also include discipline-specific interoperable talkgroups (ie. Orange, Gray, Black talkgroups for Law) in templates for all like-discipline agencies (law, fire, lifeguard, public works). These discipline-specific interoperable talkgroups/channels will be programmed into predetermined specific zones in all like-disciplined agency radios to provide uniformity in programming and ease of use.

Additional information on the location of these interoperable talkgroups/channels in the radio programming templates can be found in the 'Official Communications Handbook' (Radio Code Book) for each discipline.

Procedure

Coordination of all interoperable talkgroups and channels in Orange County is managed by the Control One. Any agency requiring interoperable talkgroups or channels should contact Control One for assistance with selecting and reserving these resources to meet their needs.

Management

The Lead Agency is responsible for managing this policy and ensuring interoperable channels are available and operational.

The Countywide Coordinated Communication Center (Control One) is responsible for managing the assignment and use of the interoperable talkgroups and channels in Orange County.

6.2 Radio Console Patching of Talkgroups/Channels**Purpose or Objective**

Establishes policy for use of a console patch between System talkgroups and/or other resources on the dispatch console.

Technical Background

Most public safety communications/9-1-1 centers have the capability to initiate a console patch but patches that include a common System resource shall be accomplished on a console at Control One. Console patches can be established between multiple System talkgroups and/or between a System Talkgroup and a non-System resource. The resources can be conventional or trunked but must be an existing radio resource on the dispatch console.

Patches can be established without a radio dispatch console by using a deployable audio gateway, such as an ACU-1000. Approval is required prior to creating any patch. A talkgroup can only be in one patch at a time. A conventional channel can only be in one patch at a time.

Great care must be used in deciding what talkgroups and other resources can be patched together as a patch can have an unexpected consequential impact on other System resources.

The patch shall be monitored for continued coordination through Incident Command and/or dispatch personnel.

Operational Context

Console Patches should only be used when there is an operational need for communications between personnel that cannot be accomplished using common communications resources. Use of conventional resources in a patch must be in compliance with the rules governing mutual aid channel usage. Console patching will only be permitted when approved by agency Watch Commander/Incident Commander and after notification to the Control One supervisor.

A patch involving agency-specific talkgroups/channels can be initiated on the local agency's console with approval by that agency's Watch Commander.

Any patch involving a common System resource should be initiated by Control One.

Protocol/Standard

Each agency must develop written console patch and/or gateway device patch procedures addressing their unique operation and resource capabilities. These procedures shall be consistent with this policy. All communications center personnel shall receive initial and continuing training on the use of this procedure.

Procedure

When an incident requires interagency coordination that is not available on a common talkgroup or channel, a request for a patch can be initiated. If the desired resource to be patched is a local agency resource and their agency-specific talkgroup/channel, the requesting agency can initiate the patch on their local console with their Watch Commander's approval and notification to Control One.

If the desired resource to be patched is a common System resource, the patch request must be directed to Control One after obtaining local agency Watch Commander approval. Control One will then initiate the patch from their console.

Before initiating a System patch, check to make sure the radio resource being patched is not already being used by another agency.

Radio console patches shall be used only if other suitable means for interagency communicating are unavailable or insufficient.

Any time a console patch has been established, someone in the requesting agency's communications center must continually monitor the patch to address and mitigate communications problems.

Management

The Lead Agency is responsible for managing this policy. All agencies electing to use console patching are responsible for establishing and managing internal patch procedures and complying with this policy.

6.3 Use of the Statewide and National Interoperability Channels

Purpose or Objective

Defines the procedures for the use of the conventional Statewide and National interoperable radio channels for communications between radio users of disparate radio systems and/or different frequency bands.

Technical Background

The FCC has designated certain VHF, UHF, 700 MHz & 800 MHz frequency pairs to be used exclusively for conventional interoperable communications between public safety radio users. Each frequency band includes a calling/hailing channel to be used in contacting the coordination center for the local operational area. Additionally, each frequency band includes channels for tactical operations in both repeater and direct "talkaround" modes. In the Orange County Operational Area, these channels are coordinated by the Control One.

All CCCS Partner Agency radios include many of the 700 MHz and 800 MHz interoperability channels in their standard radio programming template. Additional information on these channels, including channel names and general use, can be found in the discipline specific Orange County Official Communications Handbook (Radio Code Book) available to Partner Agencies through the Lead Agency.

The Lead Agency also maintains repeater systems with Interoperable channels in the VHF and UHF frequency bands which are available to CCCS Partner Agency users through a gateway patch on the Control One radio console. This allows CCCS radio users to be patched to a non-800 MHz radio system for interoperable communications with the users of that system.

Operational Context

These designated interoperable communications resources can be used for day-to-day interagency coordination, for urgent or emergency mutual aid situations, and/or for other purposes where coordination between radio users on separate 800 MHz radio systems or non-800 MHz radio systems must communicate to perform assigned duties.

These channels shall not be used for regular communications between radio users with full access to the CCCS, except when authorized and assigned by Incident Command.

Protocol/Standard

The 700 MHz and 800 MHz interoperability channels are programmed into the radio template of all CCCS subscriber radios. These channels may be used when traveling outside the coverage area of the CCCS System and are used to communicate with another 800 MHz radio system with base and/or mobile radios on those channels.

Control One shall monitor the interoperability hailing/calling channels at all times.

Procedure

When an incident requires the use of a Statewide or National 700 MHz or 800 MHz interoperability resource, the requesting unit or agency will contact Control One to request the assignment of an interoperable tactical channel. Control One will assign an appropriate channel and monitor for any issues.

When an incident requires the use of a Statewide or National VHF or UHF interoperability resource, the requesting unit or agency will contact Control One to request the assignment of a tactical radio channel in the appropriate frequency band. Control One will initiate a patch between the requested VHF or UHF resource and the 800 MHz talkgroup/channel used in the patch.

Control One shall monitor all interoperability hailing/calling channels 24/7 to provide immediate assistance when requested.

Management

The Lead Agency will manage this policy and the coordination and maintenance of interoperable radio resources in Orange County.

CCCS agencies are responsible for providing training to their personnel on the proper use of these Statewide and National Interoperable communications resources.

6.4 Control Station Usage on Interoperability Channels

Purpose or Objective

Establishes procedures for the use of control stations for gateway patching.

Technical Background

A control station is a radio that is set up like a portable or mobile radio, typically with a limited number of talkgroups or conventional radio channels. It can be connected to a radio console or used stand alone.

A control station can function on only one talkgroup or conventional channel at a time.

Use of a control station with a radio console to patch System resources can have a wide area impact. This type of patch can be easily accomplished, but may take up multiple trunked radio channels, causing the System to experience busies or possibly create radio interference. Control station usage must comply with parameters listed on the agency's FCC license.

Operational Context

There are a number of uses for control stations including:

- Installed at an agency that does not have a dispatch console to communicate with a conventional repeater or trunked radio system.
- Connected to a dispatch console at a communications center.

- Installed in a Mobile Communications Unit/Vehicle.
- Installed at an Incident Communications Center or Command Post.

Protocol/Standard

Radio control stations are permissible in the following circumstances:

- Connected to a radio console to be used to access the System by non-System user agencies for interoperability purposes.
- Installed in a MCU/MCV.
- Installed temporarily in an Incident Communications Center or Command Post.
- Connected to a radio console to be used to access the System by user agencies for interoperability purposes.
- Used with an audio logger to record transmitted or received audio.

All communications personnel performing the dispatch function shall be trained on the usage and constraints of the control station. They should receive continued training to maintain proficiency and understanding of the procedures.

A radio technician, COMT or other authorized person shall be involved in the configuration, installation and testing of control stations, whether a temporary or permanent installation.

Limitations

- Control stations should not be used to patch a System talkgroup to another System talkgroup except when approved by the Communications Center Supervisor and the Control One Supervisor.
- Control station antennas must not exceed 20' in height. If an antenna requires more height than 20' to access the System or mutual aid repeater, then a FCC license is required.
- No control station antenna may exceed 200' in height.
- Control stations should use Yagi (directional) antennas when possible.
- Antennas should use the lowest gain possible.
- Control station power should be kept as low as possible.

Procedure

Any agency wanting to use one or more control stations at the same location is only permitted to use that configuration if the design is compliant with this SOP. The process for obtaining permission is to submit a written request for control station usage to the Lead Agency Director.

- The request shall describe the location, desired talkgroups/channels, antenna height, power, antenna type, antenna gain and feed line type of each control station.
- The Lead Agency may approve, deny or request modifications to the request.

Management

The Lead Agency will manage this policy.

Each Dispatch Agency Manager will ensure their personnel are properly trained on the use of control stations for gateway patching.

6.5 Required Monitoring of Interoperability Channels

Purpose or Objective

Establishes procedures for monitoring mutual aid/interoperability channels at communications centers and command posts.

Operational Context

Monitoring of mutual aid channels is imperative for the benefit of users needing assistance. Many channels have been identified to use for interoperability but not all of them will be monitored when not in use. Due to the fact that these Statewide and National interoperable channels do not belong to any one agency, there is no channel 'owner' monitoring them. As a result, a designated monitoring center should be established in each Operational Area.

Protocol/Standard

Control One is the designated monitoring center in Orange County for all Statewide and National interoperability calling/hailing channels available. Control One will monitor and respond to any unit requesting assistance on the calling/hailing channel and assign an appropriate tactical channel as necessary.

Dispatch Centers are responsible for monitoring any Statewide or National Interoperable channel assigned to them for an incident. The local Dispatch Center will monitor and respond to any communications traffic on the assigned interoperable channel until the completion of the incident.

Once the incident has been terminated and the interoperable resource is no longer needed, the Dispatch Center will notify Control One and release their responsibility for monitoring the tactical channel.

Management

The Lead Agency will manage this policy. The Emergency Communications Coordinator will work with Control One to identify specific interoperable channels to be monitored 24/7 by Control One.

Each Dispatch Agency Manager will ensure their personnel are properly trained on the use of Statewide and National interoperability resources.

7.0 MAINTENANCE RESPONSIBILITIES

7.1 System Maintenance

Purpose or Objective

Defines the System maintenance responsibilities and roles. The maintenance levels for the 800 MHz Radio System and its subsystems shall be set to a standard to protect the overall functionality and integrity of the System for all users.

Operational Context

The 800 MHz CCCS System is a complex network of radio sites and equipment that require highly trained engineering and technical personnel to constantly monitor the System and intervene as required to prevent System failure and quickly restore the System should any equipment experience failure. The CCCS Governance Committee has designated the Lead Agency as the primary agency responsible for the maintenance of the System. Agreements between the Lead Agency and maintenance contractors are at the Lead Agency's discretion, but the Lead Agency is ultimately responsible for the System maintenance.

Recommended Procedure

Any maintenance issues affecting the System will be addressed and resolved by the Lead Agency. The Lead Agency may, at its discretion, involve contract vendors in the process as necessary

For emergency and urgent repairs, the Lead Agency may request and expect cooperation from support resources (e.g. – support staff and/or parts) from other agencies to restore equipment/systems to normal operation.

For day-to-day maintenance, the Lead Agency or its contract vendor shall maintain the equipment.

Repair of any equipment not normally maintained by the Lead Agency requires the notification and consent of the owning agency.

The Lead Agency and/or their contracted service providers are responsible for:

- FAA registrations, FCC ASR registrations and FCC licenses, ensuring that equipment is properly licensed and copies of the licenses are posted at the sites as required by regulations.
- Maintaining equipment within the limits of County of Orange FCC licenses.
- Notifying the responsible personnel of equipment and location issues that require attention.
- Managing the inventory of the radio subscriber and infrastructure equipment.
- Ensuring that equipment at the tower sites that is not part of the System inventory shall be clearly labeled to indicate agency ownership.
- Routine equipment maintenance logs are kept at the sites.
- Maintaining current copies of all as-built documentation at each site and at the Lead Agency office. Lead Agency is responsible for ensuring the accuracy of all as-built data related to the infrastructure equipment and any changes shall be immediately documented. Lead Agency shall distribute the updated information as required.
- Coordinating, implementing and/or overseeing configuration changes affecting the System infrastructure.

- Any work being scheduled affecting the System and/or subsystems performance and reasonable notification to the System's users of same.
- Ensuring all technicians assigned to work on System equipment have successfully completed appropriate training on the equipment. Training requirements are referenced in the training section of the SOP.
- Following a preventive maintenance plan as defined in the preventative maintenance section of the manufacturers' manuals.
- Maintaining a list of the qualifications and contact information of technical staff in the event of an emergency.
- Maintaining a list of the available spare parts/equipment pertaining to the System and subsystems.
- Ensuring any equipment upgrades or changes affecting normal operations of the System are discussed and approved by the Governance Committee.
- Determining how critical an equipment failure is operationally, determining the appropriate action, and escalating or de-escalating the repair process as needed.

Management

The Lead Agency is responsible for managing the maintenance of the System equipment and sites and managing the repair responsibilities in emergency situations.

7.3 Maintenance / Repair Notifications

Purpose or Objective

Defines the procedure for notifications of scheduled and unanticipated maintenance activities having an impact on normal System operations, System interruptions, and System outages.

It is the policy of the Lead Agency to provide guidelines for user notifications for any maintenance actions having a potential for System interruptions.

Technical Background

Typically, equipment functionality can change when hardware and software configuration alterations or other maintenance activities are performed. Advanced notification of planned maintenance activities that impact the normal operation of the System allows user agencies and subscribers to make preparations as needed. Notification will also be made to user agencies when a catastrophic failure happens.

If the notification process is difficult and lengthy, it can become a barrier to making notification to user agencies.

Failure to make proper notification to user agencies can result in unneeded confusion, disruption or loss of public safety communications, and possible compromise of any special operations communications.

Operational Context

Affected agencies shall be notified of maintenance activities that impact their subscribers on the System. Agency notification of radio maintenance activities to their individual subscribers is at the discretion of the user agency's designated representative.

Protocol / Standard

The Lead Agency is responsible for monitoring the System on a 24-hour basis, through various methods including on-site staff in the System Watch unit. Maintenance activities, planned or unplanned, that could impact the subscribers usage of the System requires notification to the affected agency's radio representatives.

In the event of planned maintenance, all efforts should be made to conduct this type of activity during off-peak hours where radio utilization is as low as possible. If an emergency or high priority incident is in progress at the time of scheduled maintenance, it may be necessary to reschedule or delay the maintenance until the situation has stabilized and can be safely moved to alternate talkgroups or channels.

Procedure

A reasonable advance notice shall precede planned maintenance activities that affect the agencies using the System. The notification methods shall be by phone, e-mail, radio, or any combination of the same. The notification will consist of:

- The type of planned maintenance activity.
- When the maintenance will be conducted.
- The amount of time anticipated to complete the activity.
- The anticipated impact to the System and subsystems.

If a known activity has a significant operational impact upon any specific agency, a confirmation of receipt of notification shall be obtained. It is the responsibility of the Lead Agency to ensure that all affected users are notified will in advance of any such operations. Whenever possible, these operations shall be scheduled when the normal radio traffic is slowest.

Prior to commencing the maintenance operation, personnel from the Lead Agency shall coordinate with Control One to contact each affected dispatch center's supervisor for a last minute situational briefing.

Once maintenance operations begin, if dispatch operations recognize a need to terminate the operation, or if unexpected problems occur, a communications supervisor must call Control One to have the technical staff notified of the situation.

Unanticipated maintenance or equipment failures affect the agencies on the System and require notification to the affected agency's radio representative.

Upon notification of an equipment outage, Lead Agency technical staff is expected to:

- Determine the impact of the impairment to the operation of the System. A minor failure is something that either does not affect or minimally affects user functionality. A major failure is something that seriously affects or risks user functionality of the System.

- Determine if there are internal or external factors that alter the priority of System impairment, such as weather, subscriber loading unique public safety activities or impending events, etc.
- Determine if manual intervention is required. A serious failure requires initiating repair processes regardless of the time of day. Minor failures can wait until normal business hours or other convenient time before repair. The determination is at the discretion of the Lead Agency, and shall be based on internal System functionality and external subscriber needs.
- Determine if additional external resources are required.

Once the operation or repairs are complete, Lead Agency personnel shall contact Control One for an update and user feedback.

When requested by the Governance Committee, the details of the recovery processes may be reviewed for improvements.

Management

The Lead Agency is responsible for maintaining this policy and ensuring representatives from all affected agencies are notified as appropriate. Each agency's radio representatives are responsible for notifications within their respective agencies.

7.4 System Coverage

Purpose or Objective

Establishes the requirements for regular outdoor testing and verification of System signal quality and coverage.

Technical Background

Signal coverage of the System fluctuates constantly and is influenced by many conditions including but not limited to:

- Terrain.
- Weather.
- Vegetation.
- Building Construction.
- Equipment Condition.
- Location.

Regular sampling of signal quality and strength at pre-designated locations will help to confirm adequate coverage, or if a problem might have developed in certain locations due to changes in one of the above conditions.

Operational Context

Periodic coverage testing is a critical component of System operation and maintenance, and will continue toward identifying and mitigating any signal coverage issues, including any potential effects of new building construction and development.

Protocol / Standard

Lead Agency staff performs comprehensive signal coverage test to evaluate the System's signal strength and quality across the service area. The locations and number of individual test points shall be based on the area's building density and known areas of poor coverage.

The results of each test will be compared to previous results and monitored for signal degradation. Test results will be stored on a shared data server for historical comparisons.

Management

The Lead Agency Director oversees the process, evaluates the results, develops remediation strategies, and reports significant findings to the Governance Committee.

7.5 Repair Parts Inventory**Purpose or Objective**

Establishes an inventory control procedure for infrastructure and subscriber repair parts.

It is the policy of the Lead Agency to ensure that planning is in place and available resources identified to expedite the recovery of the System and related components in the case of disaster, catastrophic failure or other major incident that affects operations of the System.

Operational Context

Lead Agency will maintain an inventory of spare parts for regular repairs to the System and subscriber radios.

Protocol / Standard

The spare parts inventory for infrastructure and subscriber units shall be kept at Lead Agency facilities for ready access when needed.

Management

The Lead Agency maintains and manages the repair parts inventory.

7.6 Disaster Recovery**Purpose or Objective**

Establishes the minimum requirements for a System disaster recovery plan.

It is the policy of the Governance Committee and Lead Agency to ensure that planning is in place and resources identified and available to expedite the recovery of the System and related components in the case of disaster, catastrophic failure or other major incident that affects operations of the System.

Operational Context

Lead Agency personnel will maintain a comprehensive plan for restoration of the System during times of disaster. If the Operational Area EOC is activated, the Emergency Communications

Coordinator (ECC) must be notified of any System problem so that it can be logged into WebEOC.

Management

The Lead Agency maintains and manages the Disaster Recovery Plan.

8.0 SITE AND SYSTEM SECURITY

8.1 Site Security

Purpose or Objective

Establishes the minimum requirement to provide site security and protect the integrity of the System's radio towers equipment shelters and equipment.

Technical Background

Security measures have the overall benefit of protecting the functionality, integrity and operation of the System. Details of specific security measures cannot be placed within a public document as this would compromise measures used in monitoring and maintaining security.

Operational Context

The physical security of equipment, facilities, and structures making up the core of the radio System infrastructure is paramount to the reliability and availability of communications carried on the System. Each site is within a fenced, gated and locked compound, with shelter entry monitored and reported to a central monitoring point. A remote controlled camera systems are installed and monitored for any unauthorized entry or security concerns.

Protocol / Standard

Access to the sites are tightly controlled and entry to those sites is granted only to those personnel with proper authorization from the Lead Agency. All personnel requiring site access must be accompanied by Lead Agency staff. Unaccompanied access to any System site is not authorized. Entry alarms for the remote sites are received at Systems Watch and sent immediately to Lead Agency technical support staff.

Procedure

Notification to Lead Agency Technical staff and Systems Watch is required of all agencies and vendors prior to gaining site access. Any person requiring access to the tower sites for any reason shall have full clearance from the Lead Agency and be accompanied and monitored by Lead Agency personnel while on site. Law enforcement personnel will be immediately notified and dispatched to any site with unexpected or unexplained alarms or unidentified personnel viewed remotely from the camera systems.

Any agency or vendor requiring access to any tower site or equipment location shall make immediate notification to the Lead Agency of urgent issues such as discharged employees or cancelled contracts.

When a site has been vandalized or broken into, the jurisdictional law enforcement agency should be notified. The person who discovers the event has the responsibility to preserve the crime scene and not contaminate it. He/she should have Systems Watch log the time when the event was discovered and any other pertinent information relating to the site/scene. Systems Watch should notify the appropriate local law enforcement agency as well as the Orange County Sheriff's Department Watch Commander and Control One. Other agencies may be notified if they own equipment at the site. Lead Agency will notify all affected agencies as soon as possible.

When the site is off the air due to a crime, the technician should refrain from making entry unless permission has been given by the Lead Agency Director due to extreme circumstances taking place that requires coverage from the site.

If a radio technician should arrive at a site and an unauthorized vehicle or person is on the property, they should back off, notify Systems Watch and call 911. The technician should give the 911 call taker the street address and advise them of the situation. If there is no cell service on site, the technician should radio the information to Systems Watch and request law enforcement response. Systems Watch personnel should immediately contact the appropriate law enforcement agency to request response. Systems Watch personnel will also notify Lead Agency supervisors and management. At no time should the technician put themselves at risk of harm.

If a technician has to respond to a vandalized remote site after normal business hours, it is recommended for safety reasons that a minimum of two persons respond to the site. Law enforcement may be requested to go to the site with the technician.

Management

The Lead Agency Director is responsible for managing this procedure.

8.2 Network Operational Security

Purpose or Objective

Establishes the specific security measures for System and subsystem equipment and to define site security policy.

Technical Background

Security measures have the overall benefit of protecting the functionality, integrity and operation of the System. Details of specific security measures cannot be placed within a public document as this would compromise measures used in monitoring and maintaining security.

Protocol / Standard

All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency and is not available outside of the Lead Agency except by formal written request.

Technical information that can compromise System security is considered 'Restricted Information'.

The System's network is protected from other data networks by isolation or by using System manufacturer specified and configured firewall with the approval of the Lead Agency.

All remote access points to the System are kept secure and are coordinated with the Lead Agency.

Passwords protect the System and subsystem equipment for the purpose of preventing unauthorized access to equipment. The Lead Agency issues and manages the passwords.

User login accounts are protected with passwords providing an appropriate level of protection. If a password is suspected of being compromised, it must be immediately updated or the user account will be disabled pending resolution.

External devices (computers, modems, routers, data storage, etc.) shall not be connected to the System network, computers, or consoles without the approval of the Lead Agency Director. Any such device must also be supplied, supported, and maintained by the user Agency's Information Technology department or service provider to ensure the most current device security software and virus protection is in place.

At no time will any personally owned device be connected to any port or connector on the System. Any such action may result in the immediate revocation of access privileges for the offender and/or agency.

It is recommended that computers used for programming or maintenance not be connected to the internet to help reduce possibility of virus infection.

A 'Group Policy' shall be implemented on the System to prevent the use of external USB ports on all dispatch consoles.

Procedure

All agencies, contractors, and personnel that require access to Lead Agency controlled sites, equipment or networks must pass a comprehensive background check before access is allowed and must be accompanied by Lead Agency staff while on site.

Violations of System security policy or procedures may jeopardize the System and result in the loss of a technician's, agency's or vendor's privileges to access the System.

System documentation is classified as 'Restricted Information'.

Management

The Lead Agency Director is responsible for the network, equipment, and site security of the System.

8.3 Software, Firmware and Document Security

Purpose or Objective

Establishes the minimum security measures and procedures to protect the integrity of the System software and programming.

Technical Background

The documentation, service and technical manuals, databases, spreadsheets and software of the System contain critical operational and technical information that could compromise the System if obtained by unauthorized personnel and is classified as 'Restricted Information'.

Operational Context

The documentation and software of the System changes as the System evolves. Those changes and revision must be documented and maintained in a central location for quick and easy access for the technical support staff.

Protocol Standard

In the best interest of public safety, all documentation, service and technical manuals, databases, spreadsheets and software of the System are considered 'Restricted Information'.

Software relating to the programming of any System component shall only be installed on authorized government owned computers or Lead Agency authorized contractors' computers.

Procedure

All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency Director. These items will only be shared with those who require knowledge of it for operational purposes. This information is not available to anyone outside of the Lead Agency. An exception may be made with a formal written request and approval from the Governance Committee. This information is not to be released to any personnel who do not have a legitimate and appropriate need for it.

Management

The Lead Agency Director is responsible for managing this procedure.

9.0 APPENDIX

9.1 Lead Agency Contact Information

Normal Working Hours – Monday-Friday 7:30AM – 4:30PM

Customer Service – 714-704-7999

- Radio repair request
- Radio programming request
- Radio/accessories purchase request
- Dispatch console repair request

Systems Watch – 714-628-7020

- Lost/Stolen radio notification
- Radio deactivation
- Radio transmission history/statistics

After Normal Working Hours

Systems Watch – 714-628-7020

- Lost/Stolen radio notification
- Radio System coverage issues
- Emergency radio repair requests
- Emergency dispatch console repair requests

Control One – 714-834-7008

- Operational issues
- Request restricted talkgroup assignment
- Interoperability assistance
- Emergency radio or console repair requests

Physical Address:OCSD/Technology Division – Administration & Radio Repair

840 N. Eckhoff St.
Suite 104
Orange, CA 92868

9.2 Glossary – Definitions and Acronyms

Item/Acronym	Definition
700MHz	For Public Safety LMR, digital P25 voice radio channels between 769/775 MHz and 799/805 MHz. Channels have 30 MHz separation between Tx & Rx when repeated. FCC designated low power channels can be used analog voice.
7CALL / 7TAC	Nationwide 700 MHz Calling and Tactical channels
800MHz	For Public Safety LMR, analog or digital voice or data radio channels between 806/816 and 851/860 MHz. Channels have 45 MHz separation between Tx & Rx when repeated.
8CALL / 8TAC	Nationwide 800 MHz Calling and Tactical channels
ACU-1000	An audio gateway device capable of connecting disparate radio systems, channels, or talkgroups together during on-scene operations, similar to a console patch between talkgroups
AES	Advanced Encryption Standard
Alias	A common alphanumeric name used to identify a radio, talkgroup, site, etc. rather than referencing the assigned 6 digit ID number
ANSI	American National Standards Institute
APCO	Association of Public-Safety Communications Officials
APCO P25	A public-safety digital radio standard

Item/Acronym	Definition
ASK	Advanced System Key
BDA	Bi-Directional Amplifier, relays radio signals into and out of a building
BER	Bit Error Rate
CCCS	Countywide Coordinated Communications System
Channel	A pair of frequencies, transmit and receive, that are used for a single communications path
Channel Bank	A device that combines multiple data and/or audio inputs into TDMA format so that it can be transmitted over microwave or T1 circuit and shared between transmitter sites
Code plug	The file containing a specific radio's programming parameters
COMC	Communications Coordinator
COML	Communications Unit Leader
COMT	Incident Communications Technician
Console Patching	Ability to connect channels via dispatch consoles
Consolette	A mobile radio mounted into a case with power supply and converted for desk-top use
Control Station	An installed radio unit, sometimes a mobile radio, normally found at a desk or common work area indoors or directly connected to a console or other fixed transmitting location
DAS	Distributed Antenna System, relays radio signals into and out of a building
Digital radio	Digital radios turns sound (by signal processing) into patterns of digits (numbers) rather than the radio waves which are used for analog transmissions.
Dispatch Console	A fixed radio operator position with multiple radio resources and features that can access any subset of talkgroups and/or conventional channels
ECC	Emergency Communications Coordinator
EIA	Electronic Industry Alliance
EMS	Emergency Medical Services
EOC	Emergency Operations Center
FAA	Federal Aviation Administration
FCC	Federal Communication Commission
Fixed	Radio equipment that is installed at a radio site or dispatch center
Fleetmap	The master spreadsheet plan of the talkgroups, zones, Failsoft assignments, alias information and other pertinent System and radio programming
FM	Frequency Modulation
Gateway	A device that allows two or more radio or voice devices to be connected together
IAP	Incident Action Plan

Item/Acronym	Definition
IC	Incident Command
ICALL	Calling Channel for ITAC
ICC	Incident Communications Center
ICP	Incident Command Post
ICS	Incident Command System
ICS 205	Incident Radio Communications Plan
ICS 217	Communications Resource Availability Worksheet
ID	Identification
Infrastructure	All of the fixed electrical and mechanical equipment, towers and building structures, generators, transmitters, controllers, antennas, microwave and ancillary equipment that comprise the operational backbone of the radio System
Inter-agency	Located or occurring between two or more agencies
Interoperability	The ability of Public Safety responders to share information via voice and data communications systems on demand, in real time, when needed, and as authorized.
Interoperable	Ability of a system to use the parts or equipment of another system
ITAC	Conventional mutual aid channel 800 Mhz
ITS	Information Technology Services
IUID	Item Unit Identification number is a unique number assigned to each individual subscriber radio authorized to have access to the System.
Lead Agency	Agency primarily responsible for maintenance, management, operation and enhancement of the CCCS System. The CCCS Governance Committee has designated the Orange County Sheriff Department Technology Division as the Lead Agency.
LMR	Land Mobile Radio
Logging	The act of recording radio conversations for replay as required
MCC	Mobile Communicaiton Center
MCU	Mobile Communications Unit
MCV	Mobile Communications Vehicle
MHz	Abbreviation for megahertz. 5 MHz = 5,000,000 Hz or 5,000 kHz. A unit of measure for the number of times a frequency makes one complete cycle in one second
Mission Critical	For mission critical applications, users have an expectation of "immediate" communication with their dispatch or command center and little to no end-to-end audio delays.
Mobile Radio	A vehicular mounted radio with an power source and antenna
Mutual Aid	Personnel, equipment, or services provided to another jurisdiction

Item/Acronym	Definition
NECP	National Emergency Communications Plan
NGOs	Non-Governmental Organizations
NIMS	National Incident Management System
OCCOPSA	Orange County Chiefs of Police and Sheriff's Association
OTAP	Over the Air Programming
OTAR	Over the Air Rekeying
P25	A suite of standards for digital radio communications for use by federal, state and local public safety agencies in North America to enable them to communicate with different vendor radio systems using a common platform
Patch	Electrically connecting two or more radio channels or talkgroups so that those users of those separate resources are able to communicate with each other
POC	Point of Contact
Portable	A lightweight, completely self-contained radio unit usually worn on user's belt
Public Safety	An agency, department, or individual directly involved with the health, safety, and/or security of the public including, but not limited to police, fire, emergency management, and medical personnel and responders
Public Service	An agency, department, or individual involved with providing non-emergency type services to the public including, but not limited to utilities, transportation, education, and other governmental services, supporting public safety
Restricted Information	Documentation, service and technical manuals, databases, spreadsheets and software of the System containing critical operational and technical information that could compromise the System if obtained by unauthorized personnel. All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency and is not available outside of the Lead Agency except by formal written request.
RF	Radio Frequency
SCIP	Statewide Communications Interoperability Plan
SEOC	State Emergency Operations Center
Simplex	Radio to radio communications on one frequency. Also called Direct
Simulcast	A type of radio communications in which voice communications are transmitted from multiple radio sites and can be received simultaneously by field units to provide wide area coverage
Site	The physical location of an antenna tower, equipment shelter and radio System infrastructure equipment
SOP	Standard Operating Procedure
SOW	Site on Wheels
Subscriber Unit	A mobile, hand held or control station radio used on a trunked radio system
System User	An individual operating a radio authorized to access the System.

Item/Acronym	Definition
System Watch	Lead Agency unit responsible for 24/7 monitoring of CCCS and responding to any System issues. This includes notifications, troubleshooting, callouts, repair, etc., resulting in System restoration.
TAC	Tactical on scene operation
Talk Around	Radio to Radio communications on one frequency, usually the same frequency on which a repeater transmits. Similar to Direct or Simplex
Talkgroup	Term usually used with trunked radio systems. A talkgroup is a predefined list of radios/users assigned a unique ID which allows them to communicate with each other over a trunked radio system.
Talkgroup Alias	Abbreviated naming of the talkgroup to fit within the 8 or 14 character radio display
Talkgroup Failsoft Channel	The system channel designated for a talkgroup when in the failsoft mode
Talkgroup ID	Numerical designation of the talkgroup in decimal and/or hexadecimal
Talkgroup Name	Name of the talkgroup as it is programmed into the system
TIA	Telecommunications Industry Association
Trunking/Trunked	The automatic and dynamic sharing of a number of communications channels between large numbers of radio users
UHF	Ultra High Frequency – Range of 300 to 3,000 MHz for public safety LMR usually refers to two bands. 380 to 460 MHz (low) and 460 to 512 MHz (high).
UPS	Uninterruptible Power Source – a battery back-up device that provides emergency power to connected equipment when utility power is not available.
User Agency	An agency authorized to operate a radio on the System.
VHF	Very High Frequency – For public safety LMR, usually refers to VHF High Band with a range of 136 to 164MHz. VHF Low Band has a frequency range below 100MHz.
Zone	An area in the radio / template containing positions for 16 individual talkgroups or conventional radio channels which is normally labeled by an acronym that closely represents the owner agency

FY 22-23 COST ALLOCATION (Straight Radio Count)

CITY/AGENCY	FY 22-23 RADIO COUNT					ALLOCATION PERCENT	FY 22-23 Annual Payment PAYMENT FOR FY 22-23			FY 21-22 PAYMENT	FY 21-22 Radio Counts	# CHANGE	\$ Change over FY 21-22
	LAW EQUIP.	FIRE EQUIP.	LIFEGR D EQUIP.	PW EQUIP.	TOTAL		OPERATIONS	Capital Project Fund	TOTAL				
ALISO VIEJO	42	0	0	12	54	0.29%	21,082	5,730	26,811	\$ 16,220	54	0	\$ 10,591
ANAHEIM	1080	464	0	364	1,908	10.12%	744,888	202,451	947,339	\$ 571,614	1,903	5	\$ 375,725
BREA	226	86	0	38	350	1.86%	136,641	37,137	173,778	\$ 105,732	352	(2)	\$ 68,046
BUENA PARK	232	0	0	59	291	1.54%	113,607	30,877	144,484	\$ 87,409	291	0	\$ 57,075
COSTA MESA	390	157	0	111	658	3.49%	256,885	69,818	326,703	\$ 194,643	648	10	\$ 132,060
CYPRESS	145	0	0	33	178	0.94%	69,492	18,887	88,379	\$ 53,166	177	1	\$ 35,213
DANA POINT	54	0	0	4	58	0.31%	22,643	6,154	28,798	\$ 17,422	58	0	\$ 11,376
FOUNTAIN VALLEY	127	64	0	63	254	1.35%	99,162	26,951	126,113	\$ 76,295	254	0	\$ 49,818
FULLERTON	333	144	0	34	511	2.71%	199,496	54,220	253,716	\$ 152,891	509	2	\$ 100,825
GARDEN GROVE	406	0	0	67	473	2.51%	184,660	50,188	234,849	\$ 142,077	473	0	\$ 92,772
HUNTINGTON BEACH	517	197	82	164	960	5.09%	374,787	101,862	476,649	\$ 287,759	958	2	\$ 188,890
IRVINE	579	0	0	165	744	3.95%	290,460	78,943	369,403	\$ 220,776	735	9	\$ 148,627
LAGUNA BEACH	155	98	61	68	382	2.03%	149,134	40,533	189,666	\$ 114,443	381	1	\$ 75,223
LAGUNA HILLS	38	0	0	4	42	0.22%	16,397	4,456	20,853	\$ 12,616	42	0	\$ 8,237
LAGUNA NIGUEL	76	0	0	12	88	0.47%	34,355	9,337	43,693	\$ 26,433	88	0	\$ 17,260
LAGUNA WOODS	11	0	0	0	11	0.06%	4,294	1,167	5,462	\$ 3,304	11	0	\$ 2,158
LAKE FOREST	89	0	0	4	93	0.49%	36,307	9,868	46,175	\$ 27,935	93	0	\$ 18,240
LA HABRA	172	14	0	58	244	1.29%	95,258	25,890	121,148	\$ 73,292	244	0	\$ 47,856
LA PALMA	61	0	0	11	72	0.38%	28,109	7,640	35,749	\$ 21,627	72	0	\$ 14,122
LOS ALAMITOS	51	0	0	0	51	0.27%	19,911	5,411	25,322	\$ 15,319	51	0	\$ 10,003
MISSION VIEJO	96	0	0	28	124	0.66%	48,410	13,157	61,567	\$ 35,444	118	6	\$ 26,123
NEWPORT BEACH	320	120	62	120	622	3.30%	242,830	65,998	308,829	\$ 187,134	623	(1)	\$ 121,695
ORANGE	340	216	0	104	660	3.50%	257,666	70,030	327,696	\$ 197,947	659	1	\$ 129,749
PLACENTIA	152	49	0	0	201	1.07%	78,471	21,327	99,798	\$ 60,075	200	1	\$ 39,723
RANCHO SANTA MARGARITA	41	0	0	1	42	0.22%	16,397	4,456	20,853	\$ 12,616	42	0	\$ 8,237
SAN CLEMENTE	86	0	15	5	106	0.56%	41,383	11,247	52,630	\$ 31,840	106	0	\$ 20,790
SAN JUAN CAPISTRANO	40	0	0	2	42	0.22%	16,397	4,456	20,853	\$ 12,315	41	1	\$ 8,538
SANTA ANA	677	0	0	151	828	4.39%	323,253	87,856	411,110	\$ 240,000	799	29	\$ 171,110
SEAL BEACH	134	0	27	8	169	0.90%	65,978	17,932	83,910	\$ 50,763	169	0	\$ 33,147
STANTON	57	0	0	23	80	0.42%	31,232	8,489	39,721	\$ 24,030	80	0	\$ 15,691
TUSTIN	232	0	0	39	271	1.44%	105,799	28,755	134,554	\$ 80,200	267	4	\$ 54,354
VILLA PARK	5	0	0	2	7	0.04%	2,733	743	3,476	\$ 2,103	7	0	\$ 1,373
WESTMINSTER	196	0	0	59	255	1.35%	99,553	27,057	126,610	\$ 76,596	255	0	\$ 50,014
YORBA LINDA	55	0	0	48	103	0.55%	40,211	10,929	51,140	\$ 30,338	101	2	\$ 20,802
METRONET	0	55	0	0	55	0.29%	21,472	5,836	27,308	\$ 16,521	55	0	\$ 10,787
										\$ -			\$ -
CITY TOTAL	7,215	1,664	247	1,861	10,987	58.29%	\$4,289,354	\$1,165,791	\$5,455,145	\$ 3,278,895	10,916	71	\$ 2,176,250
OCFA	0	2,004	0	0	2,004	10.63%	782,367	212,637	\$995,004	\$ 575,519	1,916	88	\$ 419,485
OCTA	0	0	0	126	126	0.67%	49,191	13,369	\$62,560	\$ 37,247	124	2	\$ 25,313
OC LIFEGUARD TOTAL	0	0	58	0	58	0.31%	22,643	6,154	\$28,798	\$ 16,220	54	4	\$ 12,578
COAST COMMUNITY COLLEGE DISTRICT	14	0	0	0	14	0.07%	5,466	1,485	\$6,951	\$ 3,605	12	2	\$ 3,346
IRVINE VALLEY COLLEGE POLICE	25	0	0	0	25	0.13%	9,760	2,653	\$12,413	\$ 6,909	23	2	\$ 5,504
SADDLEBACK COLLEGE CAMPUS PD	18	0	0	0	18	0.10%	7,027	1,910	\$8,937	\$ 5,407	18	0	\$ 3,530
CAL STATE FULLERTON	89	0	0	0	89	0.47%	34,746	9,443	\$44,189	\$ 22,829	76	13	\$ 21,360
SANTA ANA UNIF. SCH. DIST. POLICE	70	0	0	0	70	0.37%	27,328	7,427	\$34,756	\$ 21,026	70	0	\$ 13,730
RANCHO SANTIAGO COMM. COLLEGE	35	0	0	0	35	0.19%	13,664	3,714	\$17,378	\$ -	0	35	\$ 17,378
COSTA MESA SANITARY DISTRICT	0	0	0	8	8	0.04%	3,123	849	3,972	\$ 2,403	8	0	\$ 1,569
EAST ORANGE COUNTY WATER DISTRICT	0	0	0	7	7	0.04%	2,733	743	3,476	\$ 2,103	7	0	\$ 1,373
EL TORO WATER DISTRICT	0	0	0	2	2	0.01%	781	212	993	\$ 601	2	0	\$ 392
GOLDEN STATE WATER COMPANY	0	0	0	1	1	0.01%	390	106	497	\$ 300	1	0	\$ 197
IRVINE RANCH WATER DISTRICT	0	0	0	4	4	0.02%	1,562	424	1,986	\$ 1,202	4	0	\$ 784
MOULTON NIGUEL WATER DISTRICT	0	0	0	1	1	0.01%	390	106	497	\$ 300	1	0	\$ 197
MIDWAY SANITATION DISTRICT	0	0	0	1	1	0.01%	390	106	497	\$ 300	1	0	\$ 197
MESA WATER DISTRICT	0	0	0	5	5	0.03%	1,952	531	2,483	\$ 1,502	5	0	\$ 981
METROPOLITAN WATER DISTRICT OF SO. CA	0	0	0	1	1	0.01%	390	106	497	\$ 300	1	0	\$ 197
ORANGE COUNTY WATER DISTRICT	0	0	0	1	1	0.01%	390	106	497	\$ 300	1	0	\$ 197
ORANGE COUNTY SANITATION DISTRICT	0	0	0	1	1	0.01%	390	106	497	\$ -	1	0	\$ 497
SOUTH COAST WATER DISTRICT	0	0	0	3	3	0.02%	1,171	318	1,490	\$ -	3	0	\$ 1,490
SANTA MARGARITA WATER DISTRICT	0	0	0	4	4	0.02%	1,562	424	1,986	\$ 1,202	4	0	\$ 784
SOUTH ORANGE COUNTY WATER AUTHORITY	0	0	0	4	4	0.02%	1,562	424	1,986	\$ 1,202	4	0	\$ 784
SERRANO WATER DISTRICT	0	0	0	1	1	0.01%	390	106	497	\$ 300	1	0	\$ 197
TRABUCO CANYON WATER DISTRICT	0	0	0	2	2	0.01%	781	212	993	\$ 601	2	0	\$ 392
MUNICIPAL WATER DISTRICT OF OC (WEROD)	0	0	0	5	5	0.03%	1,952	531	2,483	\$ 1,502	5	0	\$ 981
YORBA LINDA WATER DISTRICT	0	0	0	2	2	0.01%	781	212	993	\$ 601	2	0	\$ 392
OCFA/OCTA/OCL/IVC/SCCPD/SAU/WATER TO	251	2,004	58	179	2,492	13.22%	\$972,883	\$264,417	\$1,237,301	\$ 703,481	2,346	146	\$ 533,820
CARE AMBULANCE	0	240	0	0	240	1.27%	93,697	25,466	119,162	\$ -	0	240	\$ 119,162
DOCTOR'S AMBULANCE	0	26	0	0	26	0.14%	10,150	2,759	12,909	\$ -	0	26	\$ 12,909
EMERGENCY AMBULANCE SERVICES	0	32	0	0	32	0.17%	12,493	3,395	15,888	\$ -	0	32	\$ 15,888
MERCY AIR SERVICE	0	0	0	0	0	0.00%	0	0	0	\$ -	0	0	\$ -
AMBURANCE TOTAL	0	298	0	0	298	1.58%	\$116,340	\$31,620	\$ 147,960	\$ -	0	298	\$ 147,960
SHERIFF	2,732	0	0	0	2,732	14.49%	1,066,580	289,883	1,356,463	\$ 1,273,516	2,718	14	\$ 82,947
DISTRICT ATTORNEY	236	0	0	0	236	1.25%	92,135	25,041	117,176	\$ 110,578	236	0	\$ 6,598
PROBATION	668	0	0	0	668	3.54%	260,789	70,879	331,668	\$ 312,991	668	0	\$ 18,677
CEO	0	0	0	3	3	0.02%	1,171	318	1,490	\$ 1,406	3	0	\$ 84
REGISTRAR OF VOTERS	0	0	0	100	100	0.53%	39,040	10,611	49,651	\$ 46,855	100	0	\$ 2,796
*HCA/ Environmental Hlth.	0	0	0	25	25	0.13%	9,760	2,653	12,413	\$ 11,714	25	0	\$ 699
*HCA/Correctional Medical Services	0	0	0	24	24	0.13%	9,370	2,547	11,916	\$ 11,245	24	0	\$ 671
*HCA/Emergency Medical Services	0	0	0	129	129	0.68%	50,362	13,688	64,050	\$ 60,443	129	0	\$ 3,607
*HCA/ Bio Terrorism	0	0	0	63	63	0.33%	24,595	6,685	31,280	\$ 29,519	63	0	\$ 1,761
*Community Svcs Prgm/Animal Control	0	0	0	0	0	0.00%	0	0	0	\$ 40,764	87	(87)	\$ (40,764)
*JOHN WAYNE AIRPORT	157	0	0	0	157	0.83%	61,293	16,659	77,952	\$ 73,562	157	0	\$ 4,390
OC Public Works/Oper. & Maint/Inspection	0	0	0	276	276	1.46%	107,751	29,285	137,037	\$ 128,851	275	1	\$ 8,186
*OC Public Works/Transp. ISF/Fleet Mngmt.	0	0	0	10	10	0.05%	3,904	1,061	4,965	\$ 4,685	10	0	\$ 280
OC PW WATERSHED MGMT/DIV. MGR.	0	0	0	12	12	0.06%	4,685	1,273	5,958	\$ 5,623	12	0	\$ 335
OC Public Works Bldg and Safety - Permits	0	0	0	9	9	0.05%	3,514	955	4,469	\$ 4,217	9	0	\$ 252
OC Public Works (OCPW) Facilities Ops.	0	0	0	5	5	0.03%	1,952	531	2,483	\$ 2,343	5	0	\$ 140
OC Public Works Road Fund Surveyor	0	0	0	7	7	0.04%	2,733	743	3,476	\$ 3,280	7	0	\$ 196
OC PW/PEST MANAGEMENT SECTION	0	0	0	16	16	0.08%	6,246	1,698	7,944	\$ 7,497	16	0	\$ 447
OC PW/FLOOD, COUNTY SURVEYOR	0	0	0	15	15	0.08%	5,856	1,592	7,448	\$ 6,091	13	2	\$ 1,357
*OC PARKS	0	0	0	512	512	2.72%	199,886	54,326	254,213	\$ 236,617	505	7	\$ 17,596
*OC PARKS/HBP DANA POINT	3	0	0	0	3	0.02%	1,171	318	1,490	\$ 1,406	3	0	\$ 84
*OC Waste & Recycling	0	0	0	41	41	0.22%	16,007	4,350	20,357	\$ 19,211	41	0	\$ 1,146
SSA	0	0	0	29	29	0.15%	11,322	3,077	14,399	\$ 13,588	29	0	\$ 811
COUNTY TOTAL	3,796	0	0										



Revised 9/22/2022

Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 22, 2022

Agenda Item No. 2H
Consent Calendar

Approval of Lease Agreement for Temporary Fire Station 67

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Patrick Bauer, Property Manager
Logistics Department

patrickbauer@ocfa.org

949.573.6471

Summary

This agenda item is submitted for Executive Committee approval and authorization of a short-term Lease Agreement (“Agreement”) for temporary fire station 67.

Prior Board/Committee Action(s)

None.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the Lease Agreement with RMV PA3 Development for the installation and operation of temporary fire station 67.

Impact to Cities/County

None.

Fiscal Impact

None. The Agreement amount is \$10.00.

Increased Cost Funded by Structural Fire Fund: \$10.00

Increased Cost Funded by Cash Contract Cities: \$0

Background

On September 23, 2021, the Board of Directors approved a Joint Community Facilities Agreement among the County of Orange, the Orange County Fire Authority, and RMV PA 3 Development, LLC (Riendea Master Planned Community) providing a mechanism by which the developer of the Riendea master planned community, RMV PA 3 Development LLC, may request the Community Facilities District 2021-1 (CFD), when formed, to issue bonds to provide funds for reimbursement of the cost of fire facilities necessitated by the development of the Riendea Master Planned Community. The development consists of approximately 950 residential units and 10.5 acres of commercial development. The 2021 agreement provided for reimbursement of the cost of one Engine and one Truck serving future fire station No. 67 in Rancho Mission Viejo.

The purpose of this short-term Lease Agreement is to permit installation of temporary station facilities for OCFA operations at Rancho Mission Viejo until a location is secured for construction of a permanent fire station. The Agreement will allow OCFA to occupy the facility in order to provide services to the community. This is an interim agreement which will be in place until the long term lease agreement is approved. The anticipated length of the Agreement is 30 days. The Agreement is between OCFA and the community developer, RMV PA 3 Development, LLC (Attachment 1).

Attachment(s)

Lease Agreement with RMV PA 3 Development, LLC for temporary fire station 67

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), made this 8th day of October, 2022, by and between RMV PA3 DEVELOPMENT, LLC, a Delaware limited liability company (hereinafter referred to as "**RMV**") and THE ORANGE COUNTY FIRE AUTHORITY, a California joint powers authority (hereinafter referred to as "**OCFA**").

A. RMV is the developer of portions of a development community known as Rancho Mission Viejo ("**RMV**") located within certain unincorporated areas of the County of Orange, California ("County"), and requires fire suppression and emergency medical, rescue and related services for the RMV community; and

B. OCFA is the successor to the County as the provider of fire protection and emergency services ("**Fire Services**") for the unincorporated areas of the County, including but not limited to the areas in which RMV is located; and

C. RMV has constructed a fire station facility ("**Facility**") located on certain property within RMV, depicted on Exhibit "A" attached hereto, that RMV intends to transfer to OCFA/OCFA within the next thirty (30) days; and

D. Pending transfer of the Facility, RMV has agreed to allow OCFA to use the facility on a temporary basis.

In consideration of the mutual covenants and promises and for other valuable consideration as set forth herein, RMV hereby authorizes OCFA to use the Facility located on property at _____, Rancho Mission Viejo, CA 92694 upon the following terms and conditions:

1. TERM. The term of this Agreement ("**Term**") shall commence at 8 am October 8, 2022 ("**Commencement Date**") and shall terminate at 11 pm on November 8, 2022 (the "**Termination Date**"), unless terminated sooner due to the breach or default of OCFA under this Agreement.

2. FEE. OCFA covenants and agrees to pay to RMV as a fee for said license for the use of the Facility during the Term, a fee of Ten Dollars (\$10.00) payable upon execution of this Agreement.

3. CONDITION OF FACILITY. OCFA has reviewed and confirmed that its design requirements and construction standards for the Facility as well as all requisite on-site and off-site improvements have been met and completed per the plans and specifications. OCFA accepts the Facility in its present "As-Is" condition.

4. USE. The Facility shall be used exclusively by OCFA, its officers, agents, employees, and volunteers to provide fire protection, suppression, medical aid services, and related activities, to RMV and in surrounding geographic areas and for no other purposes. OCFA covenants and agrees to maintain the Facility in a clean and orderly condition.

5. GOVERNMENTAL APPROVALS/COMPLIANCE WITH THE LAW. OCFA shall comply with all federal, state, regional, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances governing OCFA's use and occupancy of the Facility.

6. DEFAULT. This Agreement is made on condition that OCFA shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed. The following shall be deemed to be an event of default of this Agreement: OCFA fails in the observance or performance of any of its covenants, agreements or conditions provided for in this Agreement. If an event of Default occurs, then the RMV may treat the occurrence as a breach of the Agreement and, in addition to any and all other rights and remedies of RMV in this Agreement or by law or in equity provided, it shall be, at the option of RMV, without further notice or demand to OCFA or any other person, the right of RMV to declare the Term ended and to enter the Facility and take possession thereof and remove all persons therefrom, and OCFA shall have no further claim thereon or there under.

7. INDEMNIFICATION OF RMV. OCFA agrees to and hereby does indemnify, protect, defend (by counsel reasonably acceptable to RMV) and hold RMV (and RMV's property manager, if any) and each of RMV's trustees, partners, members, policyholders, officers, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, lawsuits, and other proceedings, costs, and expenses (including without limitation reasonable attorney's fees) (collectively "Claims") of any nature whatsoever, arising directly or indirectly from or out of the occupancy or use by OCFA of the Facility occasioned wholly or in part by any act or omission of OCFA, its officers, agents, contractors, subcontractors or employees on the Facility, or arising, directly or indirectly, wholly or in part, from any conduct, activity, act, omission, or operation on the Facility, whether or not OCFA may have acted negligently with respect to such use. Notwithstanding the foregoing, OCFA's obligation to indemnify, protect defend, hold harmless and indemnify RMV, shall not apply to the extent that such Claims are caused by the gross negligence or willful acts of an indemnified party. OCFA shall not permit any Hazardous Substances within the Facility.

8. RMV NOT RESPONSIBLE FOR ACTS OF OTHERS. RMV shall not be responsible or liable to OCFA or to those claiming by, through or under OCFA, for any loss or damage resulting to OCFA, or those claiming by, through or under OCFA, or its or their property, from any damage to or loss of any vehicles or personal property. To the maximum extent permitted by law, OCFA agrees to use and occupy the Facility at OCFA's own risk.

9. OCFA'S INSURANCE. OCFA and any contractors shall carry at its sole expense during the Term: (i) worker's compensation insurance required by the State of California if OCFA has any employees; and (ii) commercial general liability coverage on an occurrence basis for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Facility, or other portions of the property, including contractual liability and such other coverages and endorsements as are reasonably required by RMV, such policy to have a combined single limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) for any bodily injury or property damage occurring as a result of or in connection with the above. Such liability insurance shall include, without limitation, coverage for liquor law liability and/or so-called "dramshop" insurance. RMV and its respective partners, officers, shareholders, employees and agents shall be named additional insureds on the policies required hereunder and such policies shall provide that the coverage thereunder is primary to, and not contributing with, any policy carried by any such additional insured. OCFA shall have included in all policies of insurance respectively obtained by it a waiver by the insurer of all right of subrogation against the RMV in connection with any loss or damage thereby insured against, and RMV shall have included in all property insurance policies a waiver by the insurer of all right of subrogation against the OCFA in connection with any loss or damage thereby insured against.

To the full extent permitted by law, RMV as to its property insurance policies and OCFA as to all its policies, each waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent such loss or damage results from a cause covered by valid and collectible insurance in effect at the time of such loss or damage; provided however, that the foregoing release by each party is conditioned upon the other party's carrying insurance with the above described waiver of subrogation to the extent required above, and if such coverage is not obtained or maintained by either party, then the other party's foregoing release shall be deemed to be rescinded until such waiver is either obtained or reinstated. Duly executed certificates of such insurance shall be delivered to RMV prior to the Commencement Date, as a condition precedent to OCFA's occupancy or use of the Facility.

10. LIMITATION ON LIABILITY OF RMV. Notwithstanding any other provision to the contrary contained herein, the obligations of RMV under this License are not personal obligations of the individual members, managers, partners, directors, officers, shareholders, agents or employees of RMV; and OCFA shall look solely to RMV's interest in the Facility for satisfaction of any liability of RMV arising hereunder and shall not look to other assets of RMV nor seek recourse against the assets of the individual members, managers, partners, directors, officers, shareholders, agents or employees of RMV.

11. CHANGES IN WRITING. This Agreement is the entire agreement between OCFA and RMV and it may not be modified or amended unless in writing executed by each party.

12. SEVERABILITY. If any portion of any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. GOVERNING LAW. This Agreement shall be governed, enforced and construed in accordance with the laws of the State California.

14. COSTS OF ENFORCEMENT. If it is necessary for either party to employ an attorney to commence an action to enforce any of the provisions of this Agreement, the non-prevailing party agrees to pay all costs of such action including, but not limited to, court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, RMV and OCFA have caused this Agreement to be signed and sealed as of the day and year first written above.

OCFA:

ORANGE COUNTY FIRE AUTHORITY, a California Joint Powers Authority

By: _____
Name: _____
Its: _____

RMV:

RMV PA3 DEVELOPMENT, LLC,
a Delaware limited liability company

By: Rancho Mission Viejo, LLC,
its authorized agent and manager

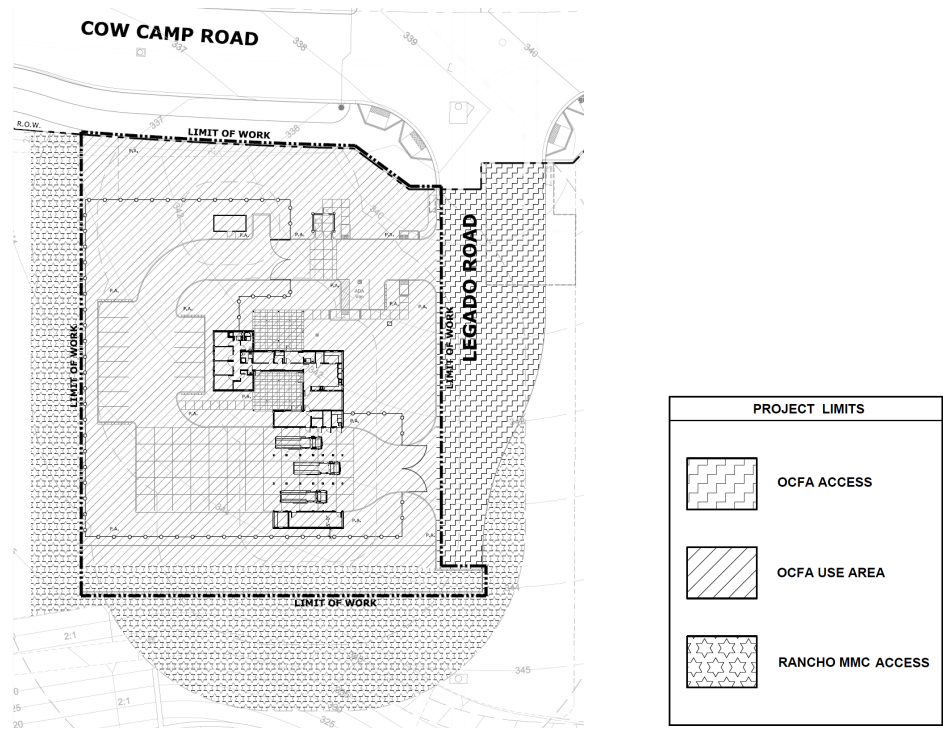
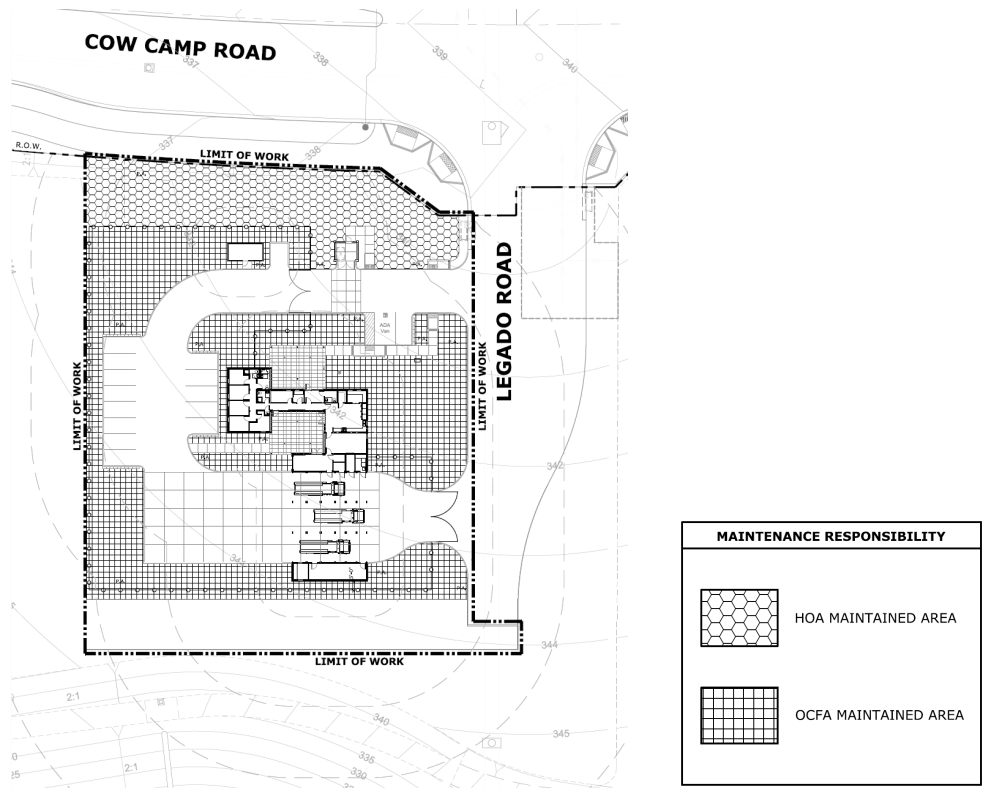
By: _____
Jeremy Laster,
President

By: _____
Elise L. Millington,
Executive VP and CFO/COO

Exhibit “A”

Depiction of Facility

EXHIBIT A
DEPICTION OF THE FACILITY





Orange County Fire Authority **AGENDA STAFF REPORT**

Executive Committee Meeting
September 22, 2022

Agenda Item No. 2H
Consent Calendar

Approval of Lease Agreement for Temporary Fire Station 67

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Patrick Bauer, Property Manager
Logistics Department

patrickbauer@ocfa.org

949.573.6471

Summary

This agenda item is submitted for Executive Committee approval and authorization of a property lease agreement for temporary fire station 67.

Prior Board/Committee Action(s)

None.

RECOMMENDED ACTION(S)

Approve and authorize the Property Manager to execute a lease agreement with RMV PA3 Development for the installation and operation of temporary fire station 67.

Impact to Cities/County

None.

Fiscal Impact

None. The lease agreement rental amount is \$1 annually.

Increased Cost Funded by Structural Fire Fund: \$1

Increased Cost Funded by Cash Contract Cities: \$0

Background

On September 23, 2021, the Board of Directors approved a Joint Community Facilities Agreement among the County of Orange, the Orange County Fire Authority, and RMV PA 3 Development, LLC (Rienda Master Planned Community) providing a mechanism by which the developer of the Rienda master planned community, RMV PA 3 Development LLC, may request the Community Facilities District 2021-1 (CFD), when formed, to issue bonds to provide funds for reimbursement of the cost of fire facilities necessitated by the development of the Rienda Master Planned Community. The development consists of approximately 950 residential units and 10.5 acres of commercial development. The 2021 agreement provided for reimbursement of the cost of one Engine and one Truck serving future fire station No. 67 Rancho Mission Viejo.

The purpose of this agreement is to permit installation of temporary station facilities for OCFA operations at Rancho Mission Viejo until a location is secured for construction of a permanent fire station. The lease agreement is between OCFA and the community developer, RMV PA 3 Development, LLC (Attachment 1).

Attachment(s)

Lease Agreement with RMV PA 3 Development, LLC for temporary fire station 67

LEASE AGREEMENT

BY AND BETWEEN

RMV PA3 DEVELOPMENT, LLC (Lessor)

AND

ORANGE COUNTY FIRE AUTHORITY (Lessee)

DATED

_____, 2022

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is made and entered into _____, 2022 (“**Effective Date**”) by and between RMV PA3 DEVELOPMENT, LLC, a Delaware limited liability company (the “**Lessor**”), and the Orange County Fire Authority, a California joint powers authority (“**OCFA**” or “**Lessee**”), (individually a “**Party**” and collectively the “**Parties**”).

RECITALS

A. WHEREAS, Lessor is the developer of portions of a development community known as Rancho Mission Viejo (“**RMV**”) located within certain unincorporated areas of the County of Orange, California (“**County**”), and requires fire suppression and emergency medical, rescue and related services for the RMV community; and

B. WHEREAS, OCFA is the successor to the County as the provider of fire protection and emergency services (“**Fire Services**”) for the unincorporated areas of the County, including but not limited to the areas in which RMV is located; and

C. WHEREAS, to enable OCFA to provide the desired Fire Services for RMV, OCFA requires a new fire station of sufficient size and operational capabilities to be erected on a site within RMV with acceptable response times to various areas of the RMV community; and

D. WHEREAS, Lessor has agreed to construct solely at Lessor’s expense a temporary fire station (“**Fire Station**”) upon such a site that it currently owns within RMV and lease the site, the completed Fire Station and the access drive (collectively referred to as the “**Premises**”) to OCFA for OCFA’s use in providing the needed Fire Services; and

E. WHEREAS, the Fire Station shall be leased to OCFA until such time as a permanent fire station facility is constructed in RMV and ready for occupancy by OCFA; and

F. WHEREAS, it is mutually beneficial to the Parties that the site for the location of the Fire Station be that certain parcel of land owned by Lessor together with the access drive as described in **Exhibit A** to this Lease; and

G. WHEREAS, Lessor has agreed to construct the Fire Station in collaboration with OCFA to assure that OCFA’s design requirements and construction standards for both the Fire Station as well as all requisite on-site and off-site improvements are met and completed per the plans and specifications set forth in **Exhibit B** to this Lease, with a full set of plans and specifications available to Lessee upon request, and which is incorporated by reference as if fully set forth herein.

NOW THEREFORE AND IN CONSIDERATION of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1.0 Premises

1.1. Lessor leases to Lessee and Lessee leases from Lessor the parcel of real property described in Exhibit A, together with all improvements as set forth in Exhibit B which shall have been erected by Lessor prior to the "Lease Commencement Date" as set forth in Paragraph 2.0 below together with related parking areas, roadways and driveways, landscaping and other appurtenances set forth on Exhibit C, and incorporated herein by this reference.

2.0 Lease Commencement Date

2.1 The lease shall commence ("Lease Commencement Date") upon the completion by Lessor of each of the following obligations: a) Lessor's completion of the construction of the Fire Station and all other required improvements as set forth in Exhibit B, b) Lessee has delivered written notice to Lessor that it has inspected the completed improvements and has determined they are in good and acceptable condition and in compliance with the plans and specifications set forth in Exhibit B, and, c) Lessor has delivered to Lessee a copy of the Certificate of Occupancy and/or all other permits required for Lessee to occupy and use the Premises as described in the Paragraph 5.0 "Use of Premises" below.

2.2 Lessor shall comply with all of its obligations as set forth in Paragraph 2.1 above no later than one (1) year from the Effective Date of this Lease.

3.0 Lease Term and Renewal Options

3.1 The term of the Lease shall be for Five (5) years commencing on the Lease Commencement Date.

3.2 Provided Lessor has not completed construction of a permanent fire station facility in RMV that is ready for occupancy by OCFA Lessee shall have the right to exercise up to two consecutive Five (5) year lease renewal options at Lessee's sole discretion. For both renewal options Lessee shall deliver to Lessor a written notice of its intent to exercise the respective option no less than Thirty (30) days prior to termination of the existing term. Notwithstanding the

foregoing, either Party shall have the right to terminate this Lease upon ninety (90) days' notice that the permanent fire station facility has been completed and is ready for occupancy.

4.0 Early Lease Termination

4.1 In the event the Fire Services Agreement OCFA holds with the County of Orange is terminated for any reason, this Lease shall concurrently terminate.

5.0 Use of Premises

5.1. The Premises shall be used exclusively by OCFA, its officers, agents, employees, and volunteers to provide fire protection, suppression, medical aid services, and related activities, to RMV and in surrounding geographic areas and for no other purposes.

5.2. Lessee shall not use the Premises in any manner contrary to the terms of this Lease without Lessor's prior written consent. Lessor's authorized representative shall have the right at all reasonable times and with an advance notice delivered to Lessee no less than two (2) days prior to inspect the Premises to determine if Lessee and its guests are complying with the provisions of this Lease.

5.3. Lessee shall not commit any waste or any public or private nuisance on the Premises.

5.4. Lessee shall not violate any law, rule, or order of any federal, state, or municipal government or agency that may be applicable to the use of the Premises.

5.5. Lessee shall not commit any act on the Premises nor use the Premises in any manner that causes the cancellation of any fire, liability, or other insurance policy insuring the Premises or any improvement on the Premises.

5.6. On or before the effective date of termination of this Lease, Lessee shall vacate the Premises, remove all of Lessee's personal property from the Premises, and leave the Premises in good order and repair subject to the reasonable satisfaction of Lessor.

6.0 Rent

6.1 For both the initial Lease term and any subsequent renewal option period, Lessee shall pay to Lessor as rent for the Premises the sum of One Dollar (\$1.00) per year, at the beginning of the first and each subsequent year of the term of this Lease. Rent shall not include the cost of utilities or telephone services or repair and maintenance of the Premises and landscaping areas, if any, located in the OCFA Maintained Area identified in Exhibit C, and Lessee's improvements in the Premises.

7.0 Telephone Service and Utilities

7.1 Telephones desired by Lessee for use by Lessee, its employees, or agents, and the cost thereof shall be secured by and paid for by Lessee.

7.2 Lessee shall pay all costs of utilities servicing the Premises, including the cost for electricity, gas, cable, alarms, or any other type of utility service required by Lessee.

8.0 Tax and Assessments

8.1 All taxes and assessments, which become due and payable upon the Premises, shall be the full responsibility of the Lessor, and the Lessor shall cause said taxes and assessments to be paid promptly. Notwithstanding the foregoing, Lessee shall assist Lessor in applying for any applicable exemption on taxes and assessments for the Premises.

9.0 Alterations and Improvements

9.1 Lessee may make alterations, improvements, and changes in or to the Premises, including but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as Lessee deems necessary and at Lessee's expense, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld. It is agreed that any such fixtures, partitions, counters, shelving, equipment, or other alterations or improvements attached to or placed upon the Premises by Lessee shall be considered as personal property of Lessee, which may be removed by Lessee upon termination of this Lease. Lessee shall repair any damages to the Premises from such removal and agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

9.2 Reasonable capital improvements to the Premises may be required by Lessee to enable it to effectively discharge its duties in providing Fire Services to RMV and the surrounding community. All such capital improvements other than as set forth on Exhibit B shall be the obligation of Lessee.

10.0 Maintenance and Repairs

10.1. Lessee shall keep the Fire Station in good condition and repair. All damages or injury to the Premises or its contents caused by Lessee, its employees, agents or visitors shall be repaired by Lessee at Lessee's sole expense.

10.2. The cost of repairs required to assure structural integrity will be the sole responsibility of the Lessor. All maintenance or repairs to the Premises whether constituting capital improvements or otherwise shall be the obligation of the Lessee to complete at the Lessee's own expense.

10.3. Unless otherwise mutually agreed by the Parties, Lessee shall be responsible for maintenance and repair of all exterior landscaping, parking areas, driveways, joint use areas, if any, and all portions of the Premises other than the Fire Station itself and the HOA Maintained Area identified in Exhibit C.

11.0 Notices

11.1. All notices permitted or required under this Lease shall be deemed made when personally delivered or when mailed Sixty (60) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at the following addresses:

To Lessor: RMV PA3 Development, LLC
 C/O Rancho Mission Viejo
 28811 Ortega Highway
 San Juan Capistrano, CA 92675
 Attn: _____

To Lessee: Orange County Fire Authority
 1 Fire Authority Road
 Irvine, California 92602
 Attn: Fire Chief

11.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.0 Assignment

12.1 Neither Party shall not assign or transfer any interest in this Lease whether by assignment or novation, without the prior written consent of the other Party. Any purported assignment without such consent shall be void and without effect.

13.0 Insurance

13.1. Lessee shall, at its expense, procure and maintain for the duration of the Lease, comprehensive general liability insurance and/or self-insurance against claims for injuries to persons or damages to property that may arise from or in connection with its use of the Premises, in an amount of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. All insurance coverage provided by Lessee shall be primary

insurance as respects the Lessor, shall name Lessor, its officials, officers, employees, and agents as additional insureds, and shall be endorsed to provide that coverage shall not be suspended, voided, reduced, or cancelled except after Thirty (30) days prior written notice to the Lessor. At the time of execution of this Lease the Lessee shall provide Lessor with evidence of compliance with these requirements.

13.2. Lessor shall maintain throughout the duration of the Lease fire insurance with extended coverage on the Premises to the full insurable value of improvements located on the Premises. Upon completion of construction of the Premises the Lessor shall provide Lessee with evidence of compliance with these requirements.

14.0 Indemnification, Hold Harmless, and Duty to Defend

14.1. Lessee shall defend, indemnify and hold harmless Lessor 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 Lessee, its officers, employees or agents relating to Lessee's occupancy and use of the Premises.

14.2. Lessor shall defend, indemnify and hold harmless Lessee 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 Lessor, its officers, employees or agents relating to Lessor's ownership of the Premises.

14.3. All duties and obligations under this Section shall survive termination of this Lease.

15.0 Defaults and Remedies

15.1 In the event of any breach of this Lease by either Party, the aggrieved Party may notify the other in writing of such breach, and the breaching Party shall have Thirty (30) days in which to initiate action to cure said breach before the other Party may proceed to complete the cure of such breach with due diligence or to take any other remedies for default.

16.0 Successors in Interest

16.1 Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, assigns of all of the Parties hereto, all of whom shall be jointly and severally liable hereunder.

17.0 Destruction of or Damage to Premises

17.1 In the event of a) partial destruction of the Premises; or b) the Premises being declared unsafe or unfit for occupancy by any public authority authorized to make such declaration, for all reasons other than Lessee's act, use, or occupation, except as otherwise provided herein, Lessor shall immediately make repairs as are necessary to restore the Premises to the condition which existed prior to destruction or damage and/or make repairs as are necessary to make the Premises safe and fit for occupancy. The destruction (including any destruction necessary in order to make repairs required by any declaration), damage or declaration shall in no way render this Lease null and void. If Lessor refuses to make such repairs or if such repairs are not completed by Lessor within One Hundred Eighty (180) days, Lessee may, at its option, terminate the Lease.

18.0 Circumstances Which Excuse Performance

18.1 If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this clause shall excuse either Party from the prompt payment of any rental or other charge required of it except as may be expressly provided elsewhere in this Lease.

19.0 Entire Agreement

19.1 This Lease contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Lease may only be modified by a writing signed by both Parties.

20.0 Relationship of the Parties

20.1 The only relationship created by this Lease is that of lessor and lessee.

21.0 Severability

21.1 The invalidity in whole or in part of any provisions of this Lease shall not void or affect the validity of the other provisions of this Lease.

22.0 Construction and Governing Law

22.1 The validity, interpretation, and performance of this Lease shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Lease shall not be resolved by any rules of interpretation providing for interpretation against the Party who causes

the uncertainty to exist or against the Party who drafted the Lease or who drafted that portion of the Lease.

23.0 No Third Party Rights

23.1 No third party shall be deemed to have any rights hereunder against either Party as a result of this Lease.

24.0 Waiver

24.1 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

25.0 Holding Over

25.1 In the event Lessee shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month-to-month and shall be governed by the conditions and covenants contained in this Lease

26.0 Time

26.1 Time is of the essence in this Lease.

27.0 Prohibited Interests

27.1 Lessee maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Lessee, to solicit or secure this Lease. Further, Lessee warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Lessee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Lease. For breach or violation of this warranty, Lessor has the right to rescind this Lease without liability.

27.2 Lessor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Lessor, to solicit or secure this Lease. Further, Lessor warrants that that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Lessor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making

of this Lease. For breach or violation of this warranty, Lessee has the right to rescind this Lease without liability.

28.0 Attorneys' Fees

28.1 If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Lease, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party all of its attorney's fees and other costs incurred in connection with such action.

29.0 Incorporation of Recitals and Exhibits

29.1 All Recitals set forth above and exhibits referenced in this Lease are hereby incorporated into the Lease as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms set forth in the main body of this Lease, the terms set forth in the main body of this Lease shall control.

30.0 Corporate Authority

30.1 The persons executing this Lease on behalf of the Parties warrant that they are duly authorized to execute this Lease on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Lease.

31.0 Lease Organization

31.1 The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

LESSOR:

RMV PA3 DEVELOPMENT, LLC, a Delaware limited liability company

By: _____ [SEAL]
Name: _____
Title: _____
Date: _____

LESSEE:

ORANGE COUNTY FIRE AUTHORITY, a California Joint Powers Authority

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
DESCRIPTION OF LAND

R302473.01
09/03/2021

EXHIBIT A
LEGAL DESCRIPTION
OCFA INTERIM FIRE STATION

Being a portion of Parcel 99 of Certificate of Compliance CC 2011-01, in the Unincorporated Territory of the County of Orange, State of California, recorded December 27, 2011 as Instrument No. 2011000677171 of Official Records, together with a portion of Parcel 2 of Lot Line Adjustment 2020-008, recorded May 5, 2021 as Instrument No. 2021000299311 of Official Records in the office of the County Recorder of said County, described as follows:

Commencing at the Easterly terminus of that certain course along the general Southerly line of the Grant Deed to the County of Orange, recorded July 29, 2020 as Instrument No. 2020000366919, of said Official Records, described as having a bearing and distance of "North 78°33'18" West 43.50 feet" in said Grant Deed; thence North 78°33'18" West 27.00 feet; to the TRUE POINT OF BEGINNING; thence leaving said general Southerly line South 11°26'42" West 229.26 feet; thence North 71°32'50" West 20.73 feet; thence North 78°33'26" West 193.06 feet; thence North 11°26'41" East 259.80 feet to said general Southerly line, also being a point of cusp and the beginning of a non-tangent curve concave Southeasterly having a radius of 3083.00 feet, a radial line of said curve to said point bears North 15°55'18" East; thence along said general Southerly line Southeasterly 164.13 feet along said curve through a central angle of 05°23'41"; thence South 42°02'20" East 41.37 feet; thence South 78°33'18" East 16.50 to the TRUE POINT OF BEGINNING.

Containing an area of 1.228 acres, more or less.

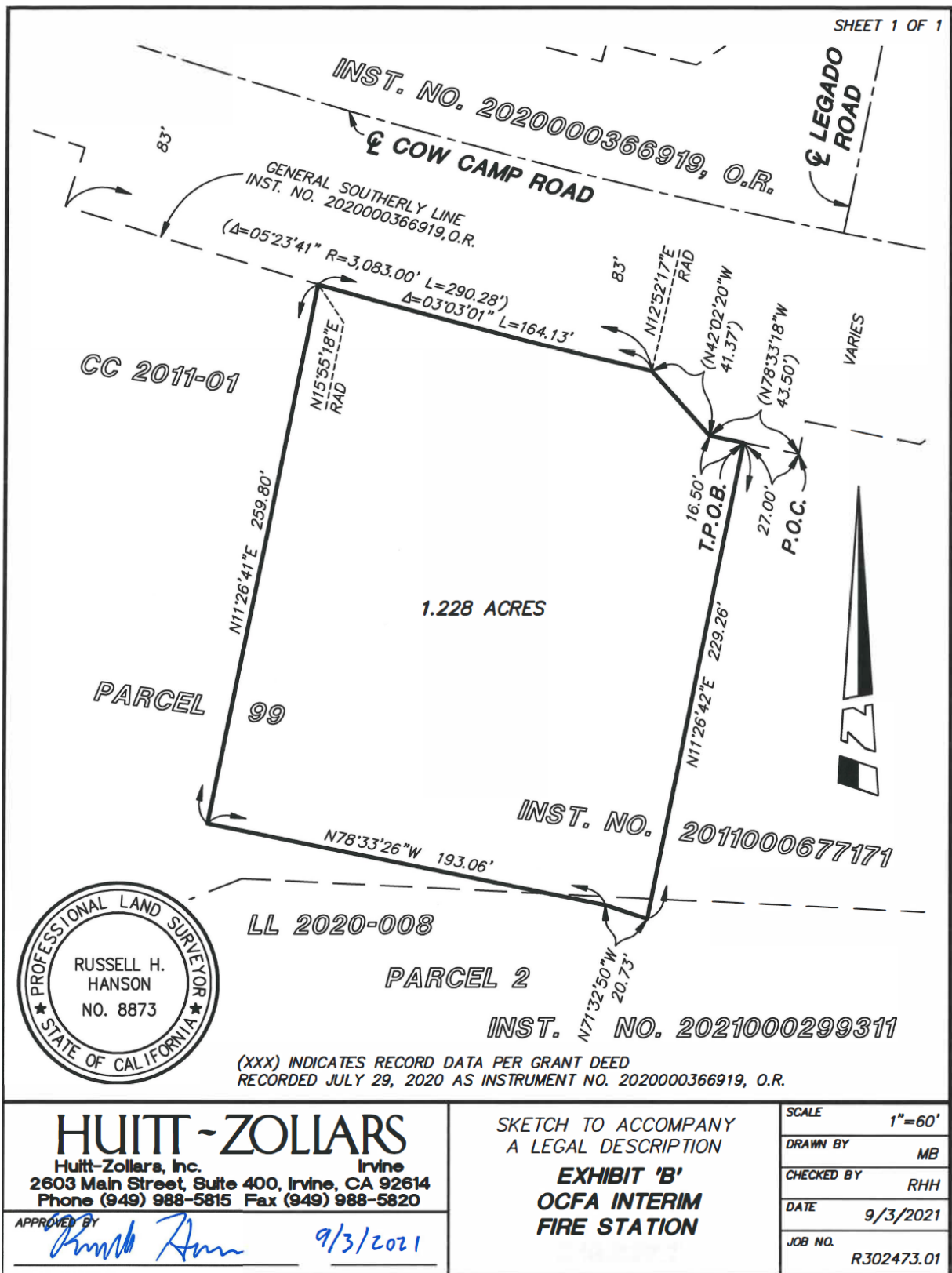
As shown on Exhibit B attached hereto and by this reference made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

 9/3/2021

RUSSELL H. HANSON, PLS 8873





R: \R302473.01\MAPPING\DWG\EX\30247301JEX26.DWG

EXHIBIT B

SUMMARY OF PLANS AND SPECIFICATIONS

SITE IMPROVEMENT PLANS (Const. Set)

TITLE SHEET

1. X-0 MASTER TITLE SHEET
2. X-1 PLAN REVISION NARRATIVES

PRECISE GRADING PLAN

3. 1 OF 9 TITLE SHEET
4. 2 OF 9 CONSTRUCTION NOTES AND DETAILS
5. 3 OF 9 CONSTRUCTION DETAILS
6. 4 OF 9 CONSTRUCTION SECTIONS & DETAILS
7. 5 OF 9 PRECISE GRADING PLAN
8. 6 OF 9 PRECISE GRADING PLAN
9. 7 OF 9 EROSION CONTROL PLAN
10. 8 OF 9 SIGNING AND STRIPING PLAN
11. 9 OF 9 HORIZONTAL CONTROL PLAN

OCFA UNDERGOURND FIRE PLAN

12. 1 OF 1 UNDERGROUND FIRE PLAN
13. 1 OF 2 UNDERGROUND FIRE PLAN

SEWER AND WATER PLAN

14. 1 OF 4 TITLE SHEET
15. 2 OF 4 INDEX MAP & QUANTITIES
16. 3 OF 4 SEWER & WATER IMPROV. PLANS
17. 4 OF 4 SMWD STANDARD DRAWINGS

LANDSCAPE AND IRRIGATION PLANS

18. X-0 TITLE SHEET
19. X-1 OVERALL KEY MAP
20. C-1 CONSTRUCTION INFO. PLAN
21. C-2 CONSTRUCTION LAYOUT PLAN
22. C-3 CONSTRUCTION INFO. PLAN
23. C-4 CONSTRUCTION LAYOUT PLAN
24. D-1 PLANTING DETAILS
25. D-2 CONSTRUCTION DETAILS
26. D-3 CONSTRUCTION DETAILS
27. D-4 CONSTRUCTION DETAILS
28. D-5 CONSTRUCTION DETAILS & MATERIALS
29. I-1 IRRIGATION PLAN
30. I-2 IRRIGATION PLAN
31. I-3 DOMESTIC WATER IRR. LEGEND
32. I-4 RECYCLED WATER IRR. LEGEND
33. I-5 IRRIGATION NOTES
34. I-6 IRRIGATION DETAILS
35. I-7 IRRIGATION DETAILS
36. I-8 IRRIGATION DETAILS
37. L-1 TREE AND VINE PLANTING PLAN
38. L-2 TREE AND VINE PLANTING PLAN
39. L-3 SHRUB PLANTING PLAN
40. L-4 SHRUB PLANTING PLAN
41. LS-1 LANDSCAPE SPECIFICATIONS
42. LM-1 LANDSSCAPE MAINTENANCE

TRELLIS SHOP DRAWINGS

43. A.01 4K TRELLIS
44. A.02 4K TRELLIS
45. A.03 4K TRELLIS
46. A.04 4K TRELLIS

47. A.05 4K TRELLIS

48. A.06 4K TRELLIS

TRELLIS STRUCTURAL PLAN

49. GSN GENERAL STRUCTURAL NOTES
50. S2 L-SHAPE FOUNDATION PLAN
51. S3 L-SHAPE FRAMING PLAN
52. S4 L-SHAPE ELEVATIONS
53. S5 RECTANGULAR FOUNDATION PLAN
54. S6 RECTANGULAR FRAMING PLAN
55. S7 RECTANGULAR ELEVATIONS
56. SD1 FOUNDATION DETAILS
57. SD2 FRAMING DETAILS

STRUCTURAL PLANS

58. LD1 LANDSCAPE DETAILS, NOTES, & SPECS.
59. LD2 LANDSCAPE DETAILS, NOTES, & SPECS.
60. LD3 LANDSCAPE DETAILS, NOTES, & SPECS.
61. S-1 FOUNDATION PLANS
62. S-2 FOUNDATION PLANS
63. S-3 FOUNDATION PLANS
64. S-4 FOUNDATION PLANS

FIRE MASTER PLANS

65. F-1 TITLE SHEET
66. F-2 FIRE MASTER PLAN LAYOUT
67. F-3 LEGAL DESCRIPTION AND EASEMENTS

FIRE PROTECTION PLAN

68. FP-1 FIRE PROTECTION PLAN

CONCEPTUAL FUEL MODIFICATION PLAN

69. FM-1 TITLE SHEET
70. FM-2 FUEL MODIFICATION NOTES
71. FM-3 CONCEPTUAL FUEL MOD. PLAN

PRECISE FUEL MODIFICATION PLAN

72. PFM-1 TITLE SHEET
73. PFM-2 FUEL MODIFICATION NOTES
74. PFM-3 PRECISE FUEL MOD. LAYOUT

SITE LIGHTING/ ELECTRICAL PLANS

75. ES-0.1 SINGLE LINE DIA. & ELEC. NOTES
76. ES-1 SITE ELECTRICAL PLAN
77. ES-2 SITE PHOTOMETRIC PLAN

DRY UTILITY PLANS

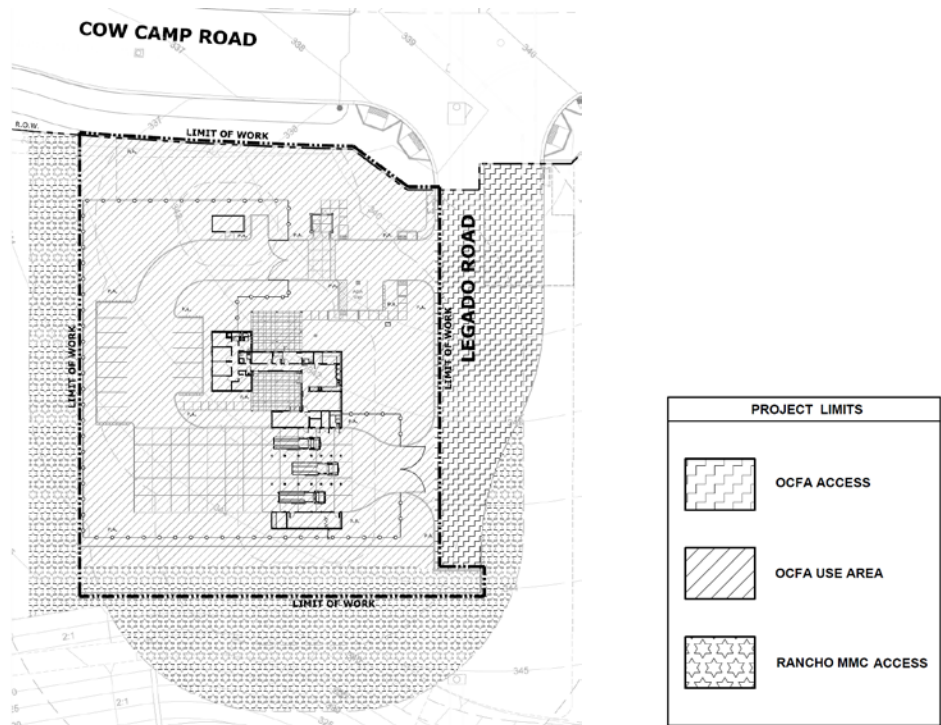
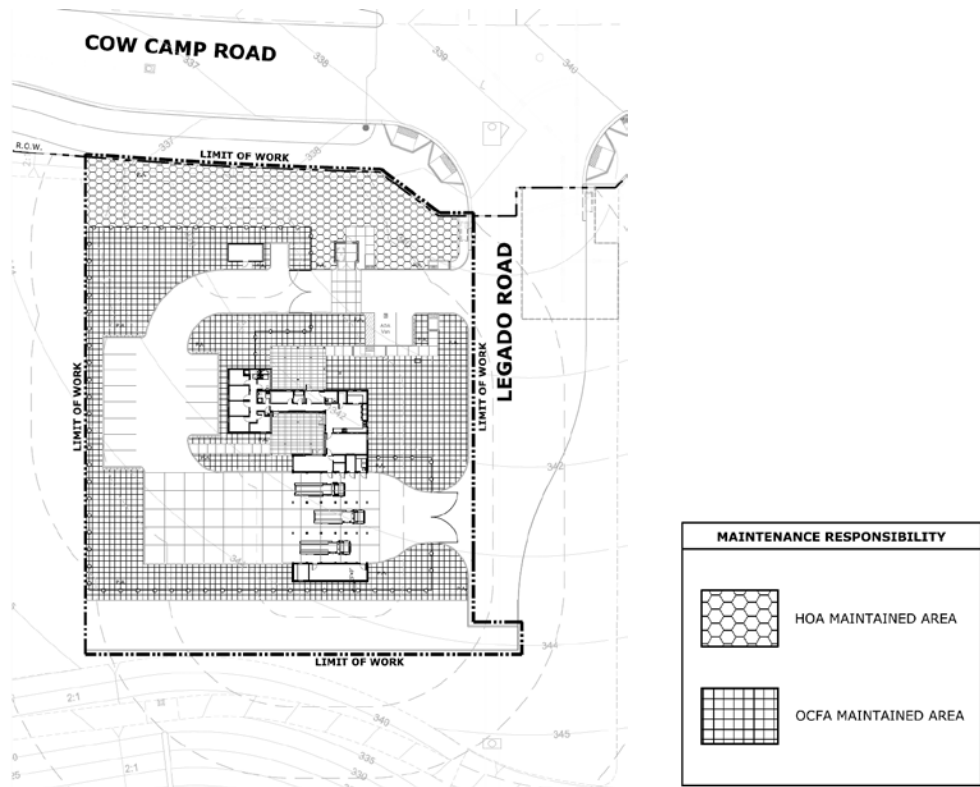
78. DU-T-1 DRY UTILITY COMP. PLAN & TITLE
79. DU-1 DRY UTILITY COMPOSITE PLAN
80. T-1 TELEPHONE EXHIBIT
81. TV-1 CATV EXHIBIT
82. G-1 GAS EXHIBIT
83. PVT-E-1 PVT. SITE LIGHTING EXHIBIT
84. C-COMM-T CELL COMM. EXHIBIT
85. C-COMM-1 CELL COMM. EXHIBIT
86. CA-T COMMUNITY ACCESS COMM.EXH.
87. CA-1 COMMUNITY ACCESS COMM.EXH.
88. TS-1 TRAFFIC SIGNAL MODIFICATION PLAN
89. COMPOSITE UTILITY EXHIBIT

BUILDING PLANS (Rev. 4)

xD000 COVER SHEET	xD908 MOMENT FRAME E
xD001 GENERAL NOTES	xD909 MOMENT FRAME F
xD002 GENERAL NOTES	xD910 MOMENT FRAME G
xD003 GEN. NOTES – OCCUPANCY AND EGRESS	xD911 MOMENT FRAME H
xD004 GEN. NOTES – RESUME OF WORK	xD912 MOMENT FRAME J
xD005 GEN. NOTES – TITLE 24	xD913 MOMENT FRAME K
xD006 GEN. NOTES – TITLE 24	xD914 MOMENT FRAME L
xD031 OVERALL FLOOR PLAN – FIRE RATING	xD999 MISCELLANEOUS 3D VIEWS
xD101 ELECTRIC POC SITE PLAN	xD1000 DETAILS – WALL DETAILS
xD201 OVERALL FLOOR PLAN	xD1001 DETAILS – WALL DETAILS
xD221 DETAILED FLOOR PLAN - STATION	xD1101 TYPICAL STRUCTURAL DETAILS
xD222 DETAILED FLOOR PLAN - APPARATUS	xD1102 TYPICAL STRUCTURAL DETAILS
xD223 DETAILED FP STATION – SCHEDULES	xD1103 TYPICAL STRUCTURAL DETAILS
xD224 DETAILED FP APPARATUS – SCHEDULES	xD1111 ICC-ES EVALUATION REPORT NOTES
xD225 DETAILED PLANS – DORM BATHS & KIT.	xD1112 ICC-ES EVALUATION REPORT NOTES
xD226 DETAILED PLANS - DAYROOM	xD1114 ICC-ES EVALUATION REPORT NOTES
xD227 DETAILED PLANS - FITNESS	xE000 SYMBOL LIST
xD228 DETAILED PLANS – MECH/RISER/TEL-COM	xE001 SPECIFICATIONS
xD231 REFLECTED CEILING PLAN - STATION	xE002 SINGLE LINE DIAGRAM
xD232 REFLECTED CEILING PLAN - APPARATUS	xE003 PANEL SCHEDULES
xD251 ROOF PLAN	xE004 LIGHTING FIXTURE SCHEDULE
xD271 SCHEDULES EQUIP. & FURNISH. PLANS	xE005 CA TITLE 24
xD272 SCHEDULES – INTERIOR SPECIFICATIONS	xE006 CA TITLE 24
xD273 SCHEDULES – INTERIOR SPECIFICATIONS	xE007 CA TITLE 24
xD274 SCHEDULES – INTERIOR SPECIFICATIONS	xE201 ELECTRICAL OVERVIEW PLAN
xD301 EXTERIOR ELEVATIONS	xE221 ENLARGED POWER PLAN - STATION
xD302 EXTERIOR ELEVATIONS	xE222 ENLARGED POWER PLAN - APPARATUS
xD321 BUILDING SECTIONS	xE231 ENLARGED LIGHTING PLAN - STATION
xD322 BUILDING SECTIONS	xE232 ENLARGED LIGHTING PLAN - APPARATUS
xD351 INTERIOR ELEVATIONS - KITCHEN	xE241 ENLARGED A/V PLANS - STATION
xD352 INTERIOR ELEV. – RESTROOM & BATHS	xE242 ENLARGED A/V PLANS - APPARATUS
xD501 WALL SECTIONS	xM000 SYMBOL LIST AND ABBREVIATIONS
xD502 WALL SECTIONS	xM001 SPECIFICATIONS
xD503 WALL TYPES	xM002 SCHEDULES AND VENTILATION CALCS.
xD571 CASEWORK DETAILS	xM003 DIAGRAMS
xD572 CASEWORK DETAILS	xM004 DIAGRAMS
xD581 DETAILS – DOOR & WINDOWS	xM005 CA TITLE 24
xD601 MATERIAL FINISH PLAN & SCHEDULE	xM006 CA TITLE 24
xD602 FINISH FLOORING PLAN	xM201 MECHANICAL OVERVIEW PLAN
xD801 DOOR & WINDOW PLAN & SCHEDULE	xM221 ENLARGED MECH. PLAN - STATION
xD802 DOOR & WINDOW NOTES	xM222 ENLARGED MECH. PLAN - APPARATUS
xD900 BASE ANCHORAGE PLAN	xP000 SYMBOL LIST AND ABBREVIATIONS
xD901 STRUCTURAL FRAMING AXON	xP001 SPECIFICATIONS
xD902 STRUCTURAL NOTES AND DETAILS	xP002 SCHEDULES
xD903 MOMENT FRAME A	xP003 DIAGRAMS
xD904 MOMENT FRAME B	xP004 DIAGRAMS
xD905 MOMENT FRAME C	xP201 PLUMBING OVERVIEW PLANS
xD906 MOMENT FRAME D	xP221 ENLARG. WASTE & VENT PLAN - STATION
xD907 MOMENT FRAME D-2	xP231 ENLARG. DOM. WATER PLAN – STATION

- *A full set of plans and specifications is maintained by Lessor, is available to Lessee upon request, and is incorporated herein by this reference as if fully set forth in this Exhibit C.*

EXHIBIT C
DEPICTION OF THE PREMISES



AMENDMENT TO LEASE

LEASE COMMENCEMENT DATE

This Lease Amendment (Amendment) dated as of _____ day of _____, 20__ is entered into by and between RMV PA3 DEVELOPMENT, LLC, (the “**Lessor**”), a Delaware limited liability company, and the Orange County Fire Authority (“**OCFA**” or “**Lessee**”), a California joint powers authority, (collectively the “**Parties**”), and amends that certain Lease Agreement between Lessor and Lessee dated _____, 2021 (the “**Lease**”), attached hereto and made a part hereof.

The paragraph within the Lease identified as Paragraph 2.0 Lease Commencement Date shall be amended with the inclusion of the following:

2.3. The lease is herewith amended to establish the Lease Commencement Date a the _____ day of _____, 20__.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

LESSOR:

RMV PA3 DEVELOPMENT, LLC, a Delaware limited liability company

By: _____ [SEAL]
Name: _____
Title: _____
Date: _____

LESSEE:

ORANGE COUNTY FIRE AUTHORITY, a California Joint Powers Authority

By: _____
Name: _____
Title: _____
Date: _____