



ORANGE COUNTY FIRE AUTHORITY AGENDA

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, February 23, 2023
5:30 P.M.

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

Sandy Rains, Chair • Vince Rossini, Vice Chair
Dave Shawver • Shelley Hasselbrink • Donald P. Wagner
Noel Hatch • John O'Neill • Mark Tettemer • Phil Bacerra
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:

View Meeting Live (No Public Comments):

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

Public Comments 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 Rains

INVOCATION by OCFA Chaplain Kent Kraning

PLEDGE OF ALLEGIANCE by Director O'Neill

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**
- C. Capital Improvement Projects (CIP) Quarterly Update**

PUBLIC COMMENTS

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

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

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

A. Minutes for the Executive Committee Meeting

Submitted by: Maria D. Huizar, Clerk of the Authority

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

Recommended Actions:

1. Approve the Minutes for the January 12, 2023, Concurrent Joint Special Meeting as submitted.
2. Approve the Minutes for the January 26, 2023, Regular Meeting as submitted.
3. Approve the Minutes for the January 26, 2023, Concurrent Joint Special Meeting as submitted.

B. Monthly Investment Reports

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

On February 8, 2023, 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.

Recommended Action:

Receive and file the reports.

C. Second Quarter Financial Newsletter

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

On February 8, 2023, 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.

Recommended Action:

Receive and file the report.

D. New Classification Specifications for FEMA US&R Task Force 5

Submitted by: Sam Penrod, Human Resources Manager/Human Resources Department, Nicole Chung, Sr. Human Resources Analyst/Human Resources Department and Kevin Fetterman, Fire Battalion Chief/US&R Program Manager

On February 7, 2023, 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 Shawver absent).

Recommended Action:

Approve the establishment of the new classifications and salary ranges for Canine Search Specialist, Medical Team Manager, Structure Specialist, and Incident Support Team Affiliate Member.

E. Approval of Helopod License Agreement with Quest Diagnostics Nichols Institute Inc.

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

Recommended Action:

Approve and authorize the Purchasing Manager to execute a license agreement with Quest Diagnostics Nichols Institute Inc. for use of a helicopter water resupply station, subject to non-substantive changes approved by General Counsel.

F. Agreement with the California Fire Museum to Convey a Surplus Vehicle

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

Recommended Action:

Approve and authorize the Purchasing Manager to execute a conveyance agreement with the California Fire Museum – Safety Learning Center to convey one surplus 1970 foam tender vehicle.

G. Amendment of Professional Services Agreement for Firefighter Wellness and Fitness (WEFIT) Services

Submitted by: Rob Capobianco, Assistant Chief/Emergency Medical Services & Training Department and Paul Whittaker, Battalion Chief/Emergency Medical Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the Professional Services Agreements with Hoag for three years plus two optional one-year renewals in an amount not to exceed \$1,289,319 annually.

H. Amendment of Professional Services Agreement for Occupational Medical Services

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Department, Rhonda Haynes, Risk Manager/Human Resources Department and Duke Steppe, Human Resources Manager/Human Resources Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the Professional Services Agreements with UCI COEH for three years plus two optional one-year renewals in an amount not to exceed \$300,000 annually.

I. Blanket Order Extension for “EZ-IO” Intraosseous (Bone Marrow) Infusion Systems

Submitted by: Rob Capobianco, Assistant Chief/Emergency Medical Services & Training Department and Paul Whittaker, Battalion Chief/Emergency Medical Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the previously approved Blanket Order contract with Teleflex, Inc. for the purchase of EZ-IO systems and accessories for a one-year period through January 24, 2024 and to increase the contract by \$50,000 to an amount not to exceed \$200,000.

3. DISCUSSION CALENDAR

A. Board Member Requested Item: Address Attendance During Board Meetings

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

Recommended Action:

Pleasure of the Committee.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, March 23, 2023 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
- Agreement for Professional Labor Negotiation Services

UPCOMING MEETINGS:

Budget and Finance Committee
Legislative & Public Affairs Committee, Special Mtg.
Executive Committee
Board of Directors

Wednesday, March 8, 2023, 12 noon
Wednesday, March 15, 2023, 12 noon
Thursday, March 23, 2023, 5:30 p.m.
Thursday, March 23, 2023, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

Executive Committee Concurrent Joint Special Meeting Thursday, January 12, 2023 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, Human Resources, and Legislative and Public Affairs Committees was called to order on January 12, 2023, at 6:02 p.m. by Past Chair of the Board of Directors Dave Shawver.

ROLL CALL

Present: Dave Shawver, Past Chair, Stanton*
John O'Neill, Garden Grove*
Noel Hatch, Laguna Woods*
Gene Hernandez, Yorba Linda*
Shelley Hasselbrink, Los Alamitos*
Donald P. Wagner, County of Orange*

Absent: Dennis Wilberg, Ex Officio

Also present were:

Fire Chief Brian Fennessy
Deputy Chief TJ McGovern
General Counsel David Kendig

Assistant Chief Robert Cortez
Clerk of the Authority Maria D. Huizar

PUBLIC COMMENTS

Past Chair Shawver 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 Hernandez and second by Director Wagner, and following a roll call vote, approved 6-0 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 – Past Chair Shawver adjourned the meeting at 6:13 p.m. The next meeting will be a Regular Meeting of the Executive Committee, Thursday, January 26, 2023, at 6:00 p.m.

Maria D. Huizar, CMC
Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, January 26, 2023
5:30 P.M.**

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

CALL TO ORDER

Past Chair of the Executive Committee Dave Shawver called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on January 26, 2023.

INVOCATION

The Invocation was led by Chaplain Emily McColl.

PLEDGE OF ALLEGIANCE

Director Hasselbrink led the assembly in the Pledge of Allegiance.

ROLL CALL

Present: Dave Shawver, Stanton, Past Chair
John O'Neill, Garden Grove
Shelley Hasselbrink, Los Alamitos
Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda
Donald P. Wagner, County of Orange*

Absent: Dennis Wilberg, Ex-Officio

Also present were:

Fire Chief Brian Fennessy
Deputy Chief TJ McGovern
Assistant Chief Jim Ruane
Assistant Chief Rob Capobianco
Director of Communications Matt Olson
Clerk of the Authority Maria D. Huizar

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

**Those members attending via Teleconferencing*

REPORT

Budget and Finance Committee Vice Chair John O'Neill reported at its January 11, 2023, meeting, the Committee reviewed and recommended forwarding the Monthly Investment Reports to the Executive Committee to receive and file the reports.

PUBLIC COMMENTS

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

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

On motion of Director Hernandez and second by Director Hasselbrink, and following a roll call vote, approved 6-0 Agenda Items 2A-2B.

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

Actions:

1. Approve the Minutes for the November 17, 2022, Regular Meeting as submitted.
2. Approve the Minutes for the November 17, 2022, Concurrent Joint Special Meeting as submitted.
3. Approve the Minutes for the December 15, 2022, Concurrent Joint Special Meeting as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

On January 11, 2023, 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 5-0 (Directors Bourne and Tettemer absent).

Action: Receive and file the reports.

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Past Chair Shawver adjourned the meeting at 5:34 p.m. The next meeting will be a Regular Meeting of the Executive Committee on Thursday, February 23, 2023, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

Executive Committee Concurrent Joint Special Meeting Thursday, January 26, 2023 7:06 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, Human Resources, and Legislative and Public Affairs Committees was called to order on January 26, 2023, at 7:06 p.m. by Past Chair of the Board of Directors Dave Shawver.

ROLL CALL

Present: Dave Shawver, Past Chair, Stanton
John O'Neill, Garden Grove
Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda
Shelley Hasselbrink, Los Alamitos
Donald P. Wagner, County of Orange*

Absent: Dennis Wilberg, Ex Officio

Also present were:

Fire Chief Brian Fennessy
Deputy Chief TJ McGovern
Assistant Chief Lori Smith
Assistant Chief Jim Ruane
Assistant Chief Stephanie Holloman
Clerk of the Authority Maria Huizar

Deputy Chief Lori Zeller
Assistant Chief Robert Cortez
Assistant Chief Rob Capobianco
Director of Communications Matt Olson
General Counsel David Kendig

PUBLIC COMMENTS

Past Chair Shawver 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 Shawver and second by Director O'Neill, and following a roll call vote, approved 6-0 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 – Past Chair Shawver adjourned the meeting at 7:14 p.m. The next meeting will be a Regular Meeting of the Executive Committee, Thursday, February 23, 2023, at 6:00 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 23, 2023

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

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

Summary

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

Prior Board/Committee Action

On February 8, 2023, 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.

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended December 31, 2022. A preliminary investment report as of January 20, 2023, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – December 2022/Preliminary Report – January 2023

Orange County Fire Authority Monthly Investment Report



Final Report – December 2022

Preliminary Report – January 2023



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

December 31, 2022



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of December 2022, the size of the portfolio increased by approximately \$122 million to \$250.8 million. Receipts for the month totaled approximately \$158.4 million. Significant receipts included property tax apportionment payments totaling \$132 million, cash contract payments totaling nearly \$19.7 million, and various grant reimbursement payments and other charges for current services totaling \$6.7 million. Disbursements for the month totaled \$36.3 million and included two biweekly payrolls and related benefits totaling approximately \$28 million. The portfolio's balance is expected to increase in January with the receipt of a property tax apportionment.

In November, the portfolio's yield to maturity (365-day equivalent) increased by 83 basis points to 2.36%. The effective rate of return increased by 48 basis points to 1.93% for the month, while the average maturity of the portfolio decreased by 5 days to 24 days to maturity.

Economic News

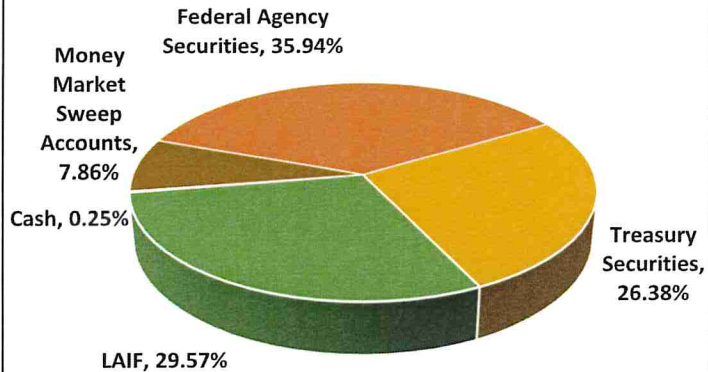
Total nonfarm payroll employment rose by 223,000 in December 2022 and the unemployment rate fell to 3.5%. Wage growth was up 4.6% year-over-year. Job gains were led by leisure and hospitality, followed by health care and construction. Retail sales declined 1.1% in December from the previous month. Sales were down for the traditional holiday season with declines seen in electronic stores, car dealerships and clothing outlets. Reversing consecutive declines in October and November, U.S. Consumer confidence rose to an eight-month high in December as inflation retreated and the labor market remained strong.

The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 6.2% for the year and declined 0.5% for the month of December. This was the biggest monthly decline since April 2020. 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) was 6.5% compared to last year and fell slightly from the prior month. The decline was attributed to the sharp drop in gasoline prices which more than offset the rise in food costs and shelter costs. Sales of previously owned homes fell for a 10th straight month in November, the longest such stretch since 1999. Additionally, single-family homebuilding and permits fell to a 2-½-year low. Prices remain high while demand continues to be low, and supply remains tight. The Federal Reserve met on December 14 and raised the Federal Funds rate by 0.50% to a target range of 4.25% - 4.50%. Minutes from the meeting suggest that Fed monetary policy remains on path of tightening. They meet again February 1, 2023.

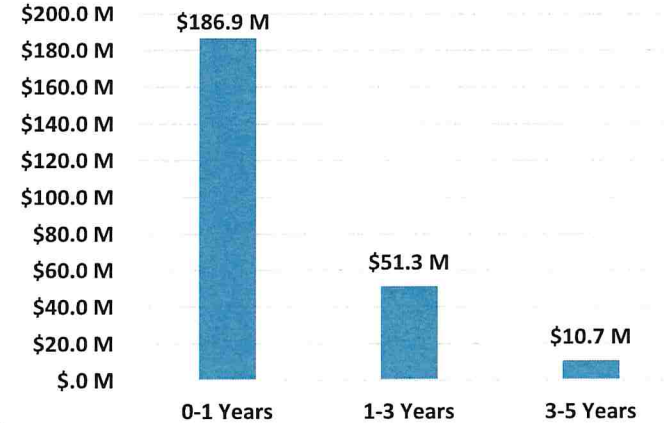


OCFA'S PORTFOLIO RETURN CONTINUES TO INCREASE AS THE FED RAISES SHORT TERM RATES

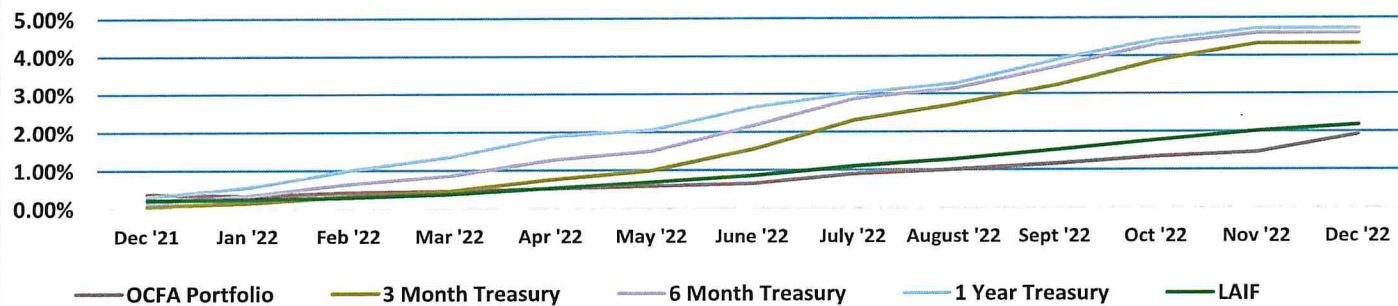
Market Value \$248,909,275.53



Aging Summary



12 Month Benchmarks





BENCHMARK COMPARISON AS OF DECEMBER 31, 2022

3 Month T-Bill: 4.32%

1 Year T-Bill: 4.73%

6 Month T-Bill: 4.61%

LAIF: 2.17%

OCFA Portfolio: 1.93%

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>	\$250,886,985	\$128,499,367	\$214,981,240
<i>Yield to Maturity (365 day)</i>	2.36%	1.53%	0.32%
<i>Effective Rate of Return</i>	1.93%	1.45%	0.37%
<i>Days to Maturity</i>	24	29	21



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

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

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	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	19,562,990.74	19,562,990.74	19,562,990.74	7.65	1	1	3.786	3.839
Federal Agency Coupon Securities	81,450,000.00	75,520,819.85	81,451,622.22	31.86	1,318	23	0.551	0.559
Federal Agency Disc. -Amortizing	14,000,000.00	13,945,680.00	13,948,153.33	5.46	43	33	4.116	4.173
Treasury Coupon Securities	14,000,000.00	13,901,580.00	13,913,193.57	5.44	99	89	3.995	4.050
Treasury Discounts -Amortizing	52,000,000.00	51,750,640.00	51,743,307.21	20.24	70	45	3.930	3.985
Local Agency Investment Funds	75,000,000.00	73,604,194.35	75,000,000.00	29.34	1	1	2.143	2.173
	256,012,990.74	248,285,904.94	255,619,267.07	100.00%	442	24	2.332	2.364
Investments								
Cash and Accrued Interest								
Passbook/Checking	575,485.97	575,485.97	575,485.97		1	1	0.000	0.000
(not included in yield calculations)								
Accrued Interest at Purchase		47,884.62	47,884.62					
Subtotal		623,370.59	623,370.59					
Total Cash and Investments	256,588,476.71	248,909,275.53	256,242,637.66		442	24	2.332	2.364

Total Earnings	December 31	Month Ending	Fiscal Year To Date
Current Year		301,511.43	1,070,674.06
Average Daily Balance		183,481,357.91	162,518,223.62
Effective Rate of Return		1.93%	1.31%

"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)	\$ 256,242,637.66
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,355,652.25)
Total	\$ 250,886,985.41

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

				See Note 1 on page 10		See Note 2 on page 10					
CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			1,100,396.58	1,100,396.58	1,100,396.58	4.157	4.157	1	
SYS528	528	MUFG Treasury Obligations		07/01/2022	18,462,594.16	18,462,594.16	18,462,594.16	3.820	3.820	1	
Subtotal and Average			10,466,216.10		19,562,990.74	19,562,990.74	19,562,990.74		3.839	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,518,960.00	14,000,000.00	0.190	0.190	0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 01/21/2023)		04/22/2021	3,000,000.00	2,725,710.00	3,001,622.22	0.710	0.656	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	10,908,600.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 03/30/2023)		03/30/2021	8,000,000.00	7,425,600.00	8,000,000.00	0.550	0.550	88	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 04/08/2023)		04/22/2021	9,435,000.00	8,898,337.20	9,435,000.00	0.375	0.375	7	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 01/23/2023)		04/23/2021	11,015,000.00	10,194,492.65	11,015,000.00	0.520	0.520	22	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 01/29/2023)		04/29/2021	12,000,000.00	10,715,040.00	12,000,000.00	1.000	1.000	28	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 02/11/2023)		05/11/2021	12,000,000.00	11,134,080.00	12,000,000.00	0.550	0.550	41	10/11/2024
Subtotal and Average			81,451,649.65		81,450,000.00	75,520,819.85	81,451,622.22		0.559	23	
Federal Agency Disc. -Amortizing											
313384BK4	1062	Fed Home Loan Bank		12/22/2022	14,000,000.00	13,945,680.00	13,948,153.33	4.040	4.173	33	02/03/2023
Subtotal and Average			4,497,123.66		14,000,000.00	13,945,680.00	13,948,153.33		4.173	33	
Treasury Coupon Securities											
912828Q29	1065	Treasury Note		12/22/2022	14,000,000.00	13,901,580.00	13,913,193.57	1.500	4.050	89	03/31/2023
Subtotal and Average			4,486,711.12		14,000,000.00	13,901,580.00	13,913,193.57		4.050	89	
Treasury Discounts -Amortizing											
912796X95	1059	US Treasury Bill		11/10/2022	12,000,000.00	11,997,600.00	11,995,186.67	3.610	3.732	4	01/05/2023
912796XS3	1060	US Treasury Bill		11/29/2022	12,000,000.00	11,980,680.00	11,976,899.99	3.850	3.979	18	01/19/2023
912796YA1	1061	US Treasury Bill		12/22/2022	14,000,000.00	13,930,420.00	13,930,680.55	3.875	4.008	46	02/16/2023
912796YU7	1063	US Treasury Bill		12/22/2022	14,000,000.00	13,841,940.00	13,840,540.00	4.020	4.185	102	04/13/2023
Subtotal and Average			32,888,788.03		52,000,000.00	51,750,640.00	51,743,307.21		3.985	45	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	73,604,194.35	75,000,000.00	2.173	2.173	1	
Subtotal and Average			49,690,869.35		75,000,000.00	73,604,194.35	75,000,000.00		2.173	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
December 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	555,485.97	555,485.97	555,485.97		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		47,884.62	47,884.62			1
				Subtotal		623,370.59	623,370.59			
Total Cash and Investments			183,481,357.91		256,588,476.71	248,909,275.53	256,242,637.66		2.364	24

Orange County Fire Authority
In Service of Others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of January 1, 2023

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	(01/01/2023 - 01/01/2023)	5 Maturities	0 Payments	95,138,476.71	37.67%	95,138,476.71	93,742,671.06
Aging Interval: 1 - 30 days	(01/02/2023 - 01/31/2023)	2 Maturities	0 Payments	24,000,000.00	9.64%	23,972,086.66	23,978,280.00
Aging Interval: 31 - 60 days	(02/01/2023 - 03/02/2023)	2 Maturities	0 Payments	28,000,000.00	11.20%	27,878,833.88	27,876,100.00
Aging Interval: 61 - 90 days	(03/03/2023 - 04/01/2023)	1 Maturities	0 Payments	14,000,000.00	5.59%	13,913,193.57	13,901,580.00
Aging Interval: 91 - 120 days	(04/02/2023 - 05/01/2023)	1 Maturities	0 Payments	14,000,000.00	5.56%	13,840,540.00	13,841,940.00
Aging Interval: 121 - 365 days	(05/02/2023 - 01/01/2024)	1 Maturities	0 Payments	14,000,000.00	5.43%	14,000,000.00	13,518,960.00
Aging Interval: 366 - 1095 days	(01/02/2024 - 12/31/2025)	6 Maturities	0 Payments	55,450,000.00	20.61%	55,451,622.22	51,286,819.85
Aging Interval: 1096 days and after	(01/01/2026 -)	1 Maturities	0 Payments	12,000,000.00	4.31%	12,000,000.00	10,715,040.00
Total for		19 Investments	0 Payments		100.00	256,194,753.04	248,861,390.91



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 December 31, 2022, OCFA has \$75,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of December 31, 2022 is .981389258. When applied to OCFA's LAIF investment, the fair value is \$73,604,194.35 or \$1,395,805.65 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at December 31, 2022 is included on the following page.



State of California Pooled Money Investment Account Market Valuation 12/31/2022

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
United States Treasury:				
Bills	\$ 35,572,298,376.73	\$ 35,896,965,984.48	\$ 35,813,625,000.00	NA
Notes	\$ 96,336,543,012.97	\$ 96,327,058,254.86	\$ 93,171,299,000.00	\$ 287,620,426.50
Federal Agency:				
SBA	\$ 338,889,007.89	\$ 338,889,007.89	\$ 338,773,080.09	\$ 1,004,954.08
MBS-REMICs	\$ 3,465,697.68	\$ 3,465,697.68	\$ 3,425,155.69	\$ 15,470.20
Debentures	\$ 9,096,582,571.99	\$ 9,096,520,766.45	\$ 8,886,499,200.00	\$ 26,924,215.25
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 2,900,000,000.00	\$ 2,900,000,000.00	\$ 2,833,516,000.00	\$ 26,791,810.50
Discount Notes	\$ 25,325,736,041.68	\$ 25,562,614,902.86	\$ 25,510,373,000.00	NA
Supranational Debentures	\$ 2,426,390,203.78	\$ 2,425,759,648.22	\$ 2,338,151,100.00	\$ 7,376,541.50
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ 100,000,000.00	\$ 100,000,000.00	\$ 99,990,832.29	\$ 1,541,666.67
CDs and YCDs	\$ 12,400,000,000.00	\$ 12,400,000,000.00	\$ 12,382,893,375.51	\$ 124,083,166.66
Commercial Paper	\$ 7,895,772,944.44	\$ 7,975,413,013.94	\$ 7,970,181,986.08	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 530,321,150.56	\$ 530,164,414.45	\$ 503,140,960.00	\$ 4,279,027.65
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,144,000,000.00	\$ 5,144,000,000.00	\$ 5,144,000,000.00	NA
PMIA & GF Loans	\$ 376,811,000.00	\$ 376,811,000.00	\$ 376,811,000.00	NA
TOTAL	\$ 198,446,810,007.72	\$ 199,077,662,690.83	\$ 195,372,679,689.66	\$ 479,637,279.01

Fair Value Including Accrued Interest

\$ 195,852,316,968.67

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 (0.981389258).
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 \$19.627,785.16 or \$20,000,000.00 x 0.981389258.



Orange County Fire Authority

Preliminary Investment Report

January 20, 2023



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
January 20, 2023

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	3,108,963.30	3,108,963.30	3,108,963.30	1.36	1	1	3.912	3.967
Federal Agency Coupon Securities	81,450,000.00	76,137,152.85	81,451,583.13	35.71	1,318	24	0.551	0.559
Federal Agency Disc. -Amortizing	14,000,000.00	13,981,240.00	13,979,575.55	6.13	43	13	4.116	4.173
Treasury Coupon Securities	14,000,000.00	13,918,800.00	13,932,700.63	6.11	99	69	3.995	4.050
Treasury Discounts -Amortizing	52,000,000.00	51,599,460.00	51,611,759.45	22.63	84	64	4.229	4.288
Local Agency Investment Funds	64,000,000.00	62,808,912.51	64,000,000.00	28.06	1	1	2.143	2.173
	228,558,963.30	221,554,528.66	228,084,582.06	100.00%	499	28	2.305	2.337

Investments								
Cash and Accrued Interest								
Passbook/Checking	795,058.49	795,058.49	795,058.49		1	1	0.000	0.000
(not included in yield calculations)								
Accrued Interest at Purchase		47,884.62	47,884.62					
Subtotal		842,943.11	842,943.11					
Total Cash and Investments	229,354,021.79	222,397,471.77	228,927,525.17		499	28	2.305	2.337

Total Earnings	January 20 Month Ending	Fiscal Year To Date
Current Year	323,971.92	1,395,740.46
Average Daily Balance	251,980,602.33	171,289,045.06
Effective Rate of Return	2.35%	1.46%

"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, 2023. 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)	\$ 228,927,525.17
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,355,652.25)
Total	\$ 223,571,872.92

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
January 20, 2023

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	US Bank - Treasury Obligations			1,350,291.50	1,350,291.50	1,350,291.50	4.157	4.157	1	
SYS528	528	MUFG Treasury Obligations		07/01/2022	1,758,671.80	1,758,671.80	1,758,671.80	3.820	3.820	1	
Subtotal and Average			17,186,952.14		3,108,963.30	3,108,963.30	3,108,963.30		3.967	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		2/23/2020	14,000,000.00	13,563,340.00	14,000,000.00	0.190	0.190	11	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 01/21/2023)		4/22/2021	3,000,000.00	2,768,580.00	3,001,583.13	0.710	0.656	0	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		4/28/2021	12,000,000.00	11,071,320.00	12,000,000.00	0.720	0.720	11	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 03/30/2023)		3/30/2021	8,000,000.00	7,473,360.00	8,000,000.00	0.550	0.550	68	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 04/08/2023)		4/22/2021	9,435,000.00	8,944,474.35	9,435,000.00	0.375	0.375	77	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 01/23/2023)		4/23/2021	11,015,000.00	10,264,878.50	11,015,000.00	0.520	0.520	2	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 01/29/2023)		4/29/2021	12,000,000.00	10,851,600.00	12,000,000.00	1.000	1.000	8	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 02/11/2023)		5/11/2021	12,000,000.00	11,199,600.00	12,000,000.00	0.550	0.550	21	10/11/2024
Subtotal and Average			81,451,601.70		81,450,000.00	76,137,152.85	81,451,583.13		0.559	24	
Federal Agency Disc. -Amortizing											
313384BK4	1062	Fed Home Loan Bank		12/22/2022	14,000,000.00	13,981,240.00	13,979,575.55	4.040	4.173	13	02/03/2023
Subtotal and Average			13,964,650.00		14,000,000.00	13,981,240.00	13,979,575.55		4.173	13	
Treasury Coupon Securities											
912828Q29	1065	Treasury Note		12/22/2022	14,000,000.00	13,918,800.00	13,932,700.63	1.500	4.050	69	03/31/2023
Subtotal and Average			13,923,434.78		14,000,000.00	13,918,800.00	13,932,700.63		4.050	69	
Treasury Discounts -Amortizing											
912796YA1	1061	US Treasury Bill		12/22/2022	14,000,000.00	13,959,960.00	13,960,819.44	3.875	4.008	26	02/16/2023
912796YU7	1063	US Treasury Bill		12/22/2022	14,000,000.00	13,859,580.00	13,871,806.67	4.020	4.185	82	04/13/2023
912796YB9	1066	US Treasury Bill		01/05/2023	12,000,000.00	11,943,840.00	11,944,133.34	4.190	4.335	40	03/02/2023
912796ZE2	1067	US Treasury Bill		01/19/2023	12,000,000.00	11,836,080.00	11,835,000.00	4.500	4.692	110	05/11/2023
Subtotal and Average			51,723,631.64		52,000,000.00	51,599,460.00	51,611,759.45		4.288	64	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			64,000,000.00	62,808,912.51	64,000,000.00	2.173	2.173	1	
Subtotal and Average			73,730,332.07		64,000,000.00	62,808,912.51	64,000,000.00		2.173	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
January 20, 2023

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	775,058.49	775,058.49	775,058.49		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		<u>47,884.62</u>	<u>47,884.62</u>			1
				Subtotal		<u>842,943.11</u>	<u>842,943.11</u>			
Total Cash and Investments			251,980,602.33		229,354,021.79	222,397,471.77	228,927,525.17		2.337	28

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of January 21, 2023

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	(01/21/2023 - 01/21/2023)	5 Maturities	0 Payments	67,904,021.79	30.00%	67,904,021.79	66,712,934.30
Aging Interval: 1 - 30 days	(01/22/2023 - 02/20/2023)	2 Maturities	0 Payments	28,000,000.00	12.57%	27,940,394.99	27,941,200.00
Aging Interval: 31 - 60 days	(02/21/2023 - 03/22/2023)	1 Maturities	0 Payments	12,000,000.00	5.37%	11,944,133.34	11,943,840.00
Aging Interval: 61 - 90 days	(03/23/2023 - 04/21/2023)	2 Maturities	0 Payments	28,000,000.00	12.49%	27,804,507.30	27,778,380.00
Aging Interval: 91 - 120 days	(04/22/2023 - 05/21/2023)	1 Maturities	0 Payments	12,000,000.00	5.32%	11,835,000.00	11,836,080.00
Aging Interval: 121 - 365 days	(05/22/2023 - 01/21/2024)	1 Maturities	0 Payments	14,000,000.00	6.10%	14,000,000.00	13,563,340.00
Aging Interval: 366 - 1095 days	(01/22/2024 - 01/20/2026)	6 Maturities	0 Payments	55,450,000.00	23.26%	55,451,583.13	51,722,212.85
Aging Interval: 1096 days and after	(01/21/2026 -)	1 Maturities	0 Payments	12,000,000.00	4.88%	12,000,000.00	10,851,600.00
Total for		19 Investments	0 Payments		100.00	228,879,640.55	222,349,587.15



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 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
February 23, 2023

Agenda Item No. 2C
Consent Calendar

Second Quarter Financial Newsletter

Contact(s) for Further Information

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Stuart Lam, Budget Manager	stuartlam@ocfa.org	714.573.6302

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 second quarter of FY 2022/23.

Prior Board/Committee Action

On February 8, 2023, 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.

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 second quarter of the fiscal year are within budgetary estimates, except where noted in the attached newsletter.

Attachment(s)

Second Quarter Financial Newsletter – July 2022 to December 2022



Orange County Fire Authority

Second Quarter Financial Newsletter – July 2022 to December 2022

OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the second quarter of Fiscal Year 2022/23. Budget figures include all budget adjustments authorized by the Board through the second quarter.

GENERAL FUND

With 50% of the year completed, General Fund revenues are 48.3% of budget and expenditures are 43.1% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	271,304,200	561,552,114	290,247,914	48.3%
Expenditures	230,608,733	534,772,710	304,163,977	43.1%

Top Five Revenues. The analysis presented below compares the five largest revenue categories received through the second quarter, as compared to the budgetary estimate for this point in 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	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Property Taxes	166,652,573	164,610,714	2,041,859	1.2%
Cash Contracts	79,255,691	73,418,880	5,836,811	8.0%
State Reimbursements	8,306,643	8,000,000	306,643	3.8%
CRA Pass-through	8,531,890	10,277,119	(1,745,229)	-17.0%
Community Risk Reduction Fees	3,424,602	2,554,136	870,466	34.1%
Total	266,171,399	258,860,849	7,310,550	3%

- **Property Taxes** – The variance in property taxes of approximately \$2.0 million, or 1.2%, is a result of higher than anticipated secured and supplemental property tax revenue. Based on data from the Auditor-Controller, OCFA projects property taxes will be \$6.8 million higher than originally anticipated. As such, staff is recommending a mid-year budget adjustment to Property Tax.
- **Cash Contracts** – Cash contract revenue was \$5.8 million higher than anticipated due to timing of payments. Scheduled payments from Santa Ana and Garden Grove anticipated to be received in the third quarter were received before the close of the second quarter. Staff is not recommending any changes to the budget for this revenue category.
- **CRA Pass-Through** – The first installment of CRA pass-through revenue received in December was approximately \$1.7 million lower than anticipated due to decreased pass-through revenue received from the Cypress Successor Agency. OCFA's property tax consultant has advised that the Cypress Successor Agency is in the process of dissolution

and the CRA pass-through revenue is anticipated to shift to property tax revenue. Staff is continuing to work with OCFA's property tax consultant to better understand the impacts and timing of the dissolution and may recommend a mid-year budget adjustment.

- **Community Risk Reduction Fees** – Community risk reduction fee revenue was higher than anticipated due to increased inspection and planning & development activity as businesses rebound after the pandemic. This category of revenue will be monitored for a potential mid-year budget adjustment.

Expenditures. The analysis presented on the following page compares the actual expenditures through the second quarter, as compared to the budgetary estimate for this point in 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	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Business Services	3,649,061	3,788,865	(139,805)	-4%
Command & Emergency Planning	4,161,134	4,324,687	(163,553)	-4%
Community Risk Reduction	5,699,495	6,095,879	(396,384)	-7%
Corporate Communications	1,526,079	1,517,105	8,974	1%
EMS & Training	6,709,429	7,109,380	(399,950)	-6%
Executive Management	3,334,824	3,262,756	72,068	2%
Human Resources	6,263,959	6,905,348	(641,389)	-9%
Logistics	17,416,654	17,512,520	(95,866)	-1%
Non-Departmental	238,516	257,868	(19,352)	-8%
Operations	157,806,887	148,798,533	9,008,354	6%
Special Operations	23,802,694	24,141,182	(338,488)	-1%
Total	230,608,733	223,714,122	6,894,611	3%

- **Operations** – This department is exceeding budget estimates for the second quarter primarily due to backfill/overtime expenditures. Most of the budgetary variance is due to overtime costs incurred for emergency incidents which will be reimbursed. Major incidents in FY 2022/23 include the Fairview, Mosquito, Mountain and Oak fires and Tropical Cyclone Ian. Overtime expenditures will continue to be monitored and a mid-year budget adjustment will be requested.

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

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	196,032,904	188,882,355	7,150,549	4%
Services and Supplies	34,248,101	34,478,394	(230,293)	-1%
Equipment	327,728	353,373	(25,645)	-7%
Total	230,608,733	223,714,122	6,894,611	3%

- **Salary & Employee Benefits** – This category is trending over budget estimates for the second quarter by approximately \$7.2 million or 4%. This is primarily due to backfill/overtime expenditures. Most of the budgetary variance is due to overtime costs incurred for emergency incidents which will be reimbursed. Major incidents in FY 2022/23 include the Fairview, Mosquito, Mountain, and Oak fires and Tropical Cyclone Ian. Overtime expenditures will continue to be monitored and a mid-year budget adjustment will be requested.

CIP FUNDS

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

General Fund CIP

Fund 12110	YTD Actual	Budget	Percent
Expenditures	2,080,034	12,180,698	17.1%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$12.2 million include funding for upgrades, routine maintenance and replacement of equipment such as: enterprise phone/public address system upgrade, fire station bathroom inclusive facilities projects, fire station remodels and concrete/asphalt repair, fire station appliance replacement, FS 41 remodel, RFOTC uninterruptible power system replacement, data network upgrades, fire shelters, chainsaws, exhaust fans, 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 \$2.1 million are attributable to the fire station telephone/alarm/sound system upgrade, station bathroom inclusive facilities projects, fire station appliances replacement, fire station concrete and asphalt repair, fire station remodels, data network upgrades, CPR chest compression devices, enterprise phone/public address system upgrade, replacement PCs, tablets and printers, mobile data computers, all-band mobile & portable radios, and various IT and Property Management projects described above.

Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	414,022	892,181	46.4%
Expenditures	15,753,549	21,337,709	73.8%

- Revenues in this fund are attributable to interest earned through the second quarter, developer contributions and Cal Fire contract revenue.
- Appropriations of \$21.0 million include funding for replacement of FS 10 and FS 24, infrastructure security enhancements, retrofit of existing fire station life and safety systems,

FS 49 apparatus bay floor reconstruction, RFOTC training grounds expansion and upgrade, FS 18 upgrades, and solar power facilities upgrades for RFOTC and various fire stations.

- Expenditures of approximately \$15.8 million are attributable to the replacement of FS 24, upgrades to FS 18, infrastructure security enhancements, upgrades to the RFOTC training grounds and the inception of construction of FS 12.

Communications & Information Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	67,500	29,580	228.2%
Expenditures	654,559	8,657,847	7.6%

- Revenues in this fund are attributable to interest earned through the second quarter.
- Appropriations of \$8.7 million include funding for: disaster recovery co-location facility, CRR automation/IFP replacement, EMS enterprise system development, enterprise audio video equipment upgrades, 911 voice recording system, incident reporting application replacement, RFOTC data center fire suppression system upgrade, and next generation CAD2CAD.
- Year to date expenditures of \$655K are primarily attributable to the CRR automation/IFP replacement and the EMS enterprise system development.

Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	1,215,357	59,840,838	2.0%
Expenditures	6,731,609	71,000,140	9.5%

- The Fund 133 revenue budget includes \$57.9 million for master lease financing proceeds to fund two Firehawk Helicopters. Other revenues in this fund include vehicle replacement program payments from cash contract cities and interest earned through the second quarter.
- Appropriations of \$71.0 million include vehicle outfitting, 2 helicopters, 6 engines, 1 air utility vehicle, 8 battalion chief command vehicles, 4 technical rescue support vehicles, 5 swift water vehicles, 7 pickups, 2 squad vehicles, 15 mid and full-size SUVs, and 42 support vehicles.
- Expenditures through the second quarter include 1 air utility vehicle, 4 engines, 2 mid-size SUVs, 2 stake bed pickups, 44 mid-size pickups 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.

2nd Quarter July 2022 to December 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 2nd Quarter (i.e. 50%) of the fiscal year completed, both General Fund actual revenues and actual expenditures are slightly higher than anticipated. As of the end of the quarter, OCFA received 48.3% of budgeted revenues and expended 43.1% of appropriations.

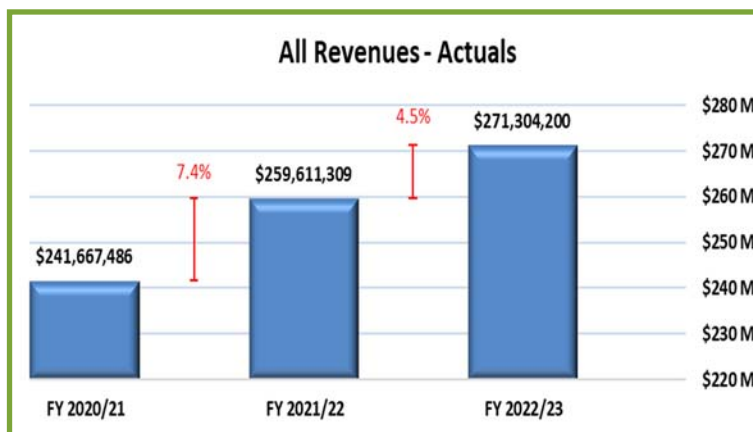
The OCFA expended 17.1% of the GF CIP, 73.8% of Fire Stations & Facilities, 7.6% of Comm. & Info. Systems, and 9.5% of the Fire Apparatus budgets. Except for funds encumbered in Fund 123 to pay for replacement of Fire Station 24 in Mission Viejo, CIP expenditures to date have been minimal as many projects are still in the preliminary stages.

For additional info, see attached newsletter.



General Fund

REVENUES - General Fund revenues received as of the 2nd quarter amounted to

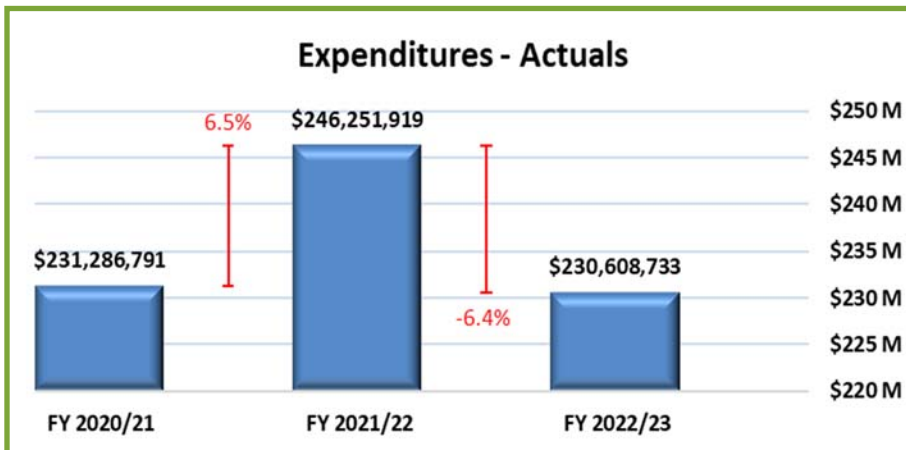


\$271.3 million, approximately 4.5% higher than the prior year. The increase is mostly due to higher secured and supplemental property tax receipts as well as higher cash contract city and community risk reduction fee revenue.

For the 2nd quarter of fiscal year 2022/23, secured property tax is \$9.6 million higher when compared to the prior year and supplemental property tax is \$2.6 million higher. Based on data from the Auditor-Controller, OCFA projects overall property tax revenue will be \$6.8 million higher than originally anticipated.



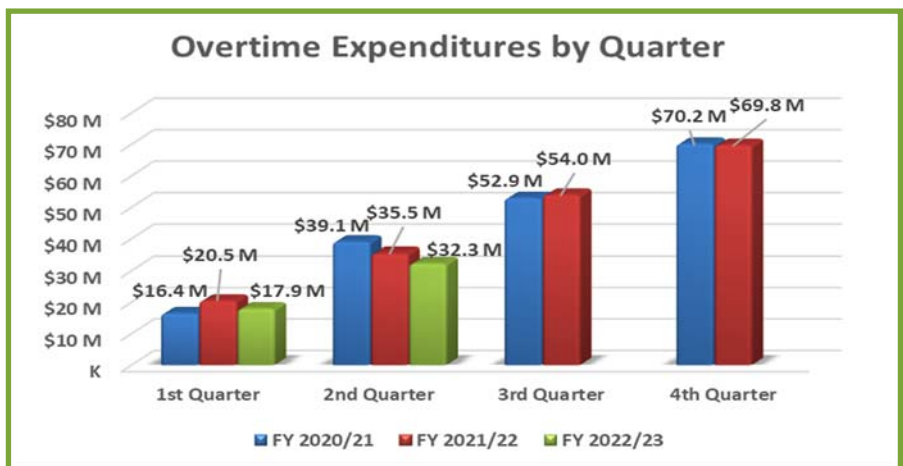
EXPENDITURES — General Fund expenditures through the 2nd quarter amounted to \$230.6 million and



reflect a 6.4% decrease when compared to the prior fiscal year. Initial budget estimates projected 2nd quarter expenditures ending at \$223.7 million. Although backfill/overtime expenditures are trending lower compared to prior fiscal year 2021/22, emergency incident related backfill/overtime expenses are driving expenditures higher than projected for

the 2nd quarter. Services and supplies and equipment expenditures were in line with budgetary estimates.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2020/21 through the 2nd quarter of fiscal year 2022/23. Actual overtime expenditures are \$3.2 million lower than last year. Overtime expenses decreased this year over last primarily due to fewer resources sent out of county for emergency incidents. Major incidents this fiscal year include the Fairview, Mosquito, Mountain and Oak fires and Tropical Cyclone Ian. These emergency incident overtime expenditures are reimbursable. Overtime expenditures will continue to be monitored and a mid-year budget adjustment will be requested.



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 **AGENDA STAFF REPORT**

Executive Committee Meeting
February 23, 2023

Agenda Item No. 2D
Consent Calendar

New Classification Specifications for FEMA US&R Task Force 5

Contact(s) for Further Information

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US&R Program Manager

Summary

This agenda item is submitted for approval to establish four (4) new civilian classification specifications and related salary ranges for the Federal Emergency Management (FEMA) Urban Search & Rescue (US&R) California Task Force 5 (CA-TF5).

Prior Board/Committee Action

On February 7, 2023, 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 Shawver absent).

RECOMMENDED ACTION(S)

Approve the establishment of the new classifications and salary ranges for Canine Search Specialist, Medical Team Manager, Structure Specialist, and Incident Support Team Affiliate Member.

Impact to Cities/County

Not Applicable.

Fiscal Impact

There is no fiscal impact to Orange County Fire Authority (OCFA) in the creation of the proposed classification specifications and salary ranges, as the Federal Emergency Management Agency (FEMA) reimburses OCFA for the temporary services performed by individuals within these proposed classifications:

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

Background

In connection with the Orange County Fire Authority's (OCFA) FEMA-sponsored Urban Search and Rescue (US&R) Task Force, OCFA utilizes the temporary services of multiple civilian professionals to augment the services and skillsets provided by our own employees, for a complete

Task Force Team. Historically, OCFA entered into service contracts for these specialized civilian task force personnel and most recently classified all specialized civilian task force members as Reserve Firefighters. However, the practice of placing task force personnel in the classification of Reserve Firefighter does not accurately represent the specialized functions performed by task force personnel.

To ensure the appropriate classification of task force personnel, staff is recommending approval of the following classification specifications and salary ranges (i.e., flat hourly rates, with an assumed range of 40 hours/year as the base and 1040 hours/year as the top) based on the approved FEMA Urban Search and Rescue (US&R) Task Force position job descriptions, and salary ranges as prescribed by FEMA.

- Canine Search Specialist
 - Hourly Rate = \$37.50
 - Salary Range = \$1,500 - \$39,000
- Medical Team Manager
 - Hourly Rate = \$90.38
 - Salary Range = \$3,615 - \$93,995
- Structure Specialist
 - Hourly Rate = \$70.95
 - Salary Range = \$2,838 - \$73,778
- Incident Support Team Affiliate Member
 - Hourly Rate & Salary Range will utilize the existing Board-approved salary table for the position-type that the incumbent held prior to retirement.

As additional background for this recommendation, the Internal Revenue Service (IRS) is monitoring how agencies are classifying task force members, and creating the four recommended classifications will allow OCFA to better meet the requirements of the IRS.

The four recommended job classifications are stand-alone classifications meeting the needs of the US&R CA-TF5 program in performing specialized duties when participating in FEMA-mandated training and on deployments. Incumbents will be placed in the appropriate job classification based on assigned duties while on the task force and will remain in the employment status of Extra Help (which provides hourly-rate salary, without regular employee benefits aside from required Medicare).

The federal US&R Task Force activities are reimbursed by FEMA, as such, there is no fiscal impact associated with the establishment of these classifications and the associated salary ranges.

Executive Committee approval is required to add a new classification with the accompanying salary range to the Master Position Control, and staff recommends the Human Resources Committee approve the recommended actions and authorize the placement of the item on the agenda for the Executive Committee meeting of February 23, 2023, with the Human Resources Committee's recommendation that the Executive Committee approve the establishment of the new classifications and salary ranges.

Attachment(s)

1. Proposed Classification Specification for Canine Search Specialist
2. Proposed Classification Specification for Medical Team Manager
3. Proposed Classification Specification for Structure Specialist
4. Proposed Classification Specification for Incident Support Team Affiliate Member



US&R TF5 CANINE SEARCH SPECIALIST

DEFINITION

Under general direction, is responsible for supporting the practical search functions of the Urban Search and Rescue (US&R) Task Force 5 (TF5) in offsite training and disaster operations. The Canine Search Specialist works as a handler with their canine to support the Search Team with live find and human remains detection canine activities in related offsite training and disaster operations.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Search Team Manager. Exercises no direct supervision.

CLASS CHARACTERISTICS

This is a specialized classification performing duties for search and rescue as described by the Federal Emergency Management Agency (FEMA) and under the umbrella of the National Urban Search and Rescue Response System.

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.

- Maintain qualifications for Canine Search Specialist in accordance with the FEMA Position Description.
- Searches disaster environments and locations in the mission assignment, using appropriate canine search equipment and techniques for both live find and human remains detection.
- Documents results of the canine search, including locations of alerts, and routing them appropriately.
- Understanding and accurately interpreting a canine's behavior, including knowledge of the capabilities and limitations of search canines.
- Provides care and ensures the welfare of canines, including assisting the Medical Team in the canine's medical care.
- Support field operations utilizing satellite phones, global positioning system (GPS) units and/or specialized search equipment (e.g. night vision goggles, search cameras, seismic/acoustic listening devices).
- Assists in the development of written search plans.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Specialized Task Force equipment, software programs, and support resources related to Search Team activities.

- Computers and software programs (e.g. Microsoft software packages) to conduct, compile, and/or generate documentation.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

Ability to:

- Maintain qualifications for Canine Search Specialist.
- Follow the Federal Code of Conduct during all Federal, State or Local deployments or when representing the Authority or the Task Force.
- Handle, train, understand, and interpret canine behavior.
- Participate in air operations – helicopter and fixed wing during deployments or training.
- Attend quarterly training and meetings as required.
- Maintain and respond timely to communications with Task Force and section personnel through email and telephone.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Work in disaster zones, adverse weather conditions, hazardous atmospheres and air operations in military or civilian aircraft (fixed and rotary).
- Operate a variety of specialized Task Force equipment.
- Effectively represent the US&R TF5 in extremely diverse and potentially hazardous conditions.

Education and Experience:

- Must be at least age 18 at time of application.

Licenses and Certifications:

- Possession of, or the ability to obtain, an appropriate, valid driver license upon appointment.
- Possess current certification as a DHS/FEMA National US&R Response System Canine Search Specialist.

Completion of the following within 12 months of appointment:

- Completion of GPS operational, WMD Enhanced Operations class (online).
- Completion of canine emergency field care course.
- Completion of DHS/FEMA National US&R Response System Technical Search Specialist course.
- Completion of DHS/FEMA National US&R System GPS Operations level course.
- Completion of DHS/FEMA National US&R Response System GPS Awareness Level course.
- Completion of FEMA classes IS100, IS200, IS700, IS800 and FEMA Orientation.
- Completion of required Technical Rescue Skill Set necessary for deployment as described in the FEMA Position Description.

Other Requirements:

- Document each member's successful completion of a quantitative respiratory protection fit test required per 29 CFR 1910.134, as defined in Program directive 2005-008.
- Ensure each member maintains current inoculations, as defined in Program Directive 2005-008, unless medically contraindicated or documented refusal.
- Document that each member has a current Physician Clearance for Deployment documented as defined in Program Directive 2005-008.

PHYSICAL DEMANDS

Must possess mobility to work in a disaster setting and use specialized Task Force equipment, including night vision goggles, search cameras, and seismic/acoustic listening devices; 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 throughout disaster areas is required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate specialized equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull various debris or other materials to conduct searches. Employees must possess the ability to lift, carry, push and pull materials and objects up to 50 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in disaster areas which typically include adverse weather conditions and/or hazardous atmospheres. Employees interact with various Task Force, local, state and federal personnel.

PRE-HIRE REQUIREMENTS

Before an employee is hired, he/she must successfully complete pre-employment requirements including, but not limited to: fingerprinting and background check, reference check, DMV check, licensure/certification check, Oath of allegiance to the United States of America and the State of California, and proof of eligibility to work in the United States in accordance with Immigration and Reform Control Act of 1986. All job offers are contingent upon the successful completion of a pre-employment medical exam including a drug screen through the OCFA's designated physician.

HOW TO APPLY FOR THIS POSITION

When a recruitment opens for this position, an applicant must submit, during the application filing period, an online application and attach any supplemental information as required in the job announcement which may include submitting responses to a supplemental questionnaire. Online resumes and other unsolicited materials may be attached but will not be considered in lieu of the required online application, unless otherwise specified in the job announcement. The OCFA reserves the right to limit the number of online applications when necessary. Applicants are responsible for maintaining/updating their contact information through the online application system.

SELECTION PROCEDURE

Selection Procedure Defined

The definition of selection procedure shall mean a test or series of tests used to measure applicant's ability to perform the duties of a class or position, to rank applicants on an Eligible List, and to appoint Eligibles to vacant positions. Note: Eligibles who are not selected for hire are retained on the Eligible List for future

consideration until the expiration or abolishment of the Eligible List.

Initial Selection Review

The Human Resources Division reviews all initial application materials to identify qualified applicants. Applicants meeting minimum qualifications will be invited to the first phase of the recruitment process. The OCFA reserves the right to refer only the better qualified applicants if the number of applicants is high. If the number of applicants is high, the review process may include a secondary screening (*by a panel of job knowledge experts*) of the applications and/or supplemental questionnaires in which the better qualified applicants are referred to the next phase of the recruitment process. Because recruitment processes vary, applicants are advised to thoroughly review the job announcement before submitting their online application materials.

Testing

Testing for this position or any other position may include, but is not limited to the following: written exam, practical exam, panel interview, physical ability test, assessment center, oral presentation, project assignment, etc. If a revision is made to a testing component during a recruitment process, the assigned recruiter will notify by email all affected applicants.

American's With Disabilities Act (ADA) Accommodations

In accordance with the Americans with Disabilities Act, anyone who needs an ADA accommodation for the purposes of employment testing should contact the assigned recruiter no later than 72 hours prior to the need for an accommodation.

Recruitment and Selection Process and Requirements

All recruitment and selection processes and requirements will be held in accordance with the OCFA's Merit and Selection Rules, which are available for review at www.ocfa.org.

Score Group

The definition of a Score Group shall mean a group of scores that is considered to indicate an essentially equivalent level of competence that the person scored. Equivalency may be determined by various job-related numerical or statistical measures. All applicants in a Score Group are considered equally qualified for a particular classification. However, some applicants may be more or less qualified for individual positions allocated to the subject class. Note: All applicants will be notified by email of their Score Group standings. Applicants will not be notified of their numerical scores at any step of the selection procedure, unless specified in the job announcement.

Eligible List

Placement on the Eligible List will be established based on successful completion of all recruitment process components. The Eligible List will remain in effect for a period of one (1) year from the date of establishment or until all names on the list are exhausted. The Eligible List may be extended or abolished at the discretion of the Assistant Chief of Human Resources / Human Resources Director.

Withdrawing from the Recruitment Process

Whenever an applicant chooses to withdraw from a recruitment process, he/she is required to submit an email notification to the assigned recruiter requesting a withdrawal from the process. The email to the

recruiter must include the applicant's current phone number.

Questions

All questions regarding this position should be directed to the assigned recruiter upon opening of a future recruitment.

Note

The provisions of this publication do not constitute an express or implied contract. Any provision in this publication may be modified or revoked without notice.

Equal Opportunity Employer

The Orange County Fire Authority is an Equal Employment Opportunity Employer.



[DATE]

FLSA: Non-Exempt

Class Code: TBD

Department: US&R / Operations

[Salary Range]

US&R TF5 MEDICAL TEAM MANAGER

DEFINITION

Under general direction, has overall responsibility for the management and supervision of the medical function of the Urban Search and Rescue (US&R) Task Force 5 (TF5) during incident operations.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Task Force Leader. Exercises direct supervision over Medical Specialists with the US&R Task Force.

CLASS CHARACTERISTICS

This is a specialized classification performing duties for search and rescue as described by the Federal Emergency Management Agency (FEMA) and under the umbrella of the National Urban Search and Rescue Response System.

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.

- Maintain qualifications for the Medical Team Manager in accordance with the FEMA Position Description.
- Develop and implement the medical component of the Task Force Tactical Action Plan.
- Assist in the development of a safety plan in coordination with the Safety Officer and Hazardous Materials Specialist.
- Coordinate, manage, and supervise all medical activities.
- Determine the organizational and logistical medical needs.
- Receive briefings / situation reports and ensure that all medical personnel are kept informed of status changes.
- Create, distribute, and maintain situation reports.
- Prepare performance evaluations for assigned personnel.
- Direct medical care delivery to task force personnel, search dogs, and victims.
- Ensure accountability, maintenance, and minor repairs of all issued equipment.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, and responsibilities of medicine and emergency medical services.
- Specialized Task Force equipment, software programs, and support resources related to Medical Team activities.

- Computers and software programs (e.g. Microsoft software packages) to conduct, compile, and/or generate documentation.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

Ability to:

- Maintain qualifications for Medical Team Manager.
- Follow the Federal Code of Conduct during all federal, state or local deployments or when representing the Authority or the Task Force.
- Participate in air operations – helicopter and fixed wing during deployments or training.
- Attend quarterly training and meetings as required.
- Maintain and respond timely to communications with Task Force and section personnel through email and telephone.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Work in disaster zones, including confined spaces, adverse weather conditions, hazardous atmospheres and air operations in military or civilian aircraft (fixed and rotary).
- Operate a variety of specialized Task Force equipment.
- Effectively represent the US&R TF5 in extremely diverse and potentially hazardous conditions.

Education and Experience:

- Must be at least age 18 at time of application.

Licenses and Certifications:

- Possession of, or ability to obtain, an appropriate, valid driver license upon appointment.
- Must be a licensed physician who is emergency medicine residency-trained and/or Board-certified in emergency medicine and actively practicing clinical emergency medicine having experience with pre-hospital medical care; or must be a currently licensed physician with current Advanced Cardiovascular Life Support (ACLS), Advanced Trauma Life Support (ATLS) and Pediatric Advanced Life Support (PALS) certifications (or equivalent), whose medical activities include clinical medicine and/or pre-hospital care.

Completion of the following within 12 months of appointment:

- Completion of ICS-300 in accordance with the National Standard Curriculum Training Development Guidance.
- Completion of DHS/FEMA National US&R Response System WMD Considerations for the Medical Team Course.
- Completion of Canine Emergency Medicine Course.
- Completion of Confined Space Rescue Technician class.
- Completion of DHS/FEMA National US&R Response System Medical Team Training Course.
- Completion of FEMA classes IS100, IS200, IS700, IS800 and FEMA Orientation.

- Completion of required Technical Rescue Skill Set necessary for deployment as described in the FEMA Position Description.
- Meet all Administrative and General Training requirements.

Other Requirements:

- Document each member's successful completion of a quantitative respiratory protection fit test required per 29 CFR 1910.134, as defined in Program directive 2005-008.
- Ensure each member maintains current inoculations, as defined in Program Directive 2005-008, unless medically contraindicated or documented refusal.
- Document that each member has a current Physician Clearance for Deployment documented as defined in Program Directive 2005-008.

PHYSICAL DEMANDS

Must possess mobility to work in a disaster setting and use specialized Task Force equipment, including night vision goggles, search cameras, and seismic/acoustic listening devices; 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 throughout disaster areas is required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate specialized equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull various debris or other materials to conduct searches. Employees must possess the ability to lift, carry, push and pull materials and objects up to 50 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in disaster areas which typically include adverse weather conditions and/or hazardous atmospheres. Employees interact with various Task Force, local, state and federal personnel.

PRE-HIRE REQUIREMENTS

Before an employee is hired, he/she must successfully complete pre-employment requirements including, but not limited to: fingerprinting and background check, reference check, DMV check, licensure/certification check, Oath of allegiance to the United States of America and the State of California, and proof of eligibility to work in the United States in accordance with Immigration and Reform Control Act of 1986. All job offers are contingent upon the successful completion of a pre-employment medical exam including a drug screen through the OCFA's designated physician.

HOW TO APPLY FOR THIS POSITION

When a recruitment opens for this position, an applicant must submit, during the application filing period, an online application and attach any supplemental information as required in the job announcement which may include submitting responses to a supplemental questionnaire. Online resumes and other unsolicited materials may be attached but will not be considered in lieu of the required online application, unless otherwise specified in the job announcement. The OCFA reserves the right to limit the number of online applications when necessary. Applicants are responsible for maintaining/updating their contact information through the online application system.

SELECTION PROCEDURE

Selection Procedure Defined

The definition of selection procedure shall mean a test or series of tests used to measure applicant's ability to perform the duties of a class or position, to rank applicants on an Eligible List, and to appoint Eligibles to vacant positions. Note: Eligibles who are not selected for hire are retained on the Eligible List for future consideration until the expiration or abolishment of the Eligible List.

Initial Selection Review

The Human Resources Division reviews all initial application materials to identify qualified applicants. Applicants meeting minimum qualifications will be invited to the first phase of the recruitment process. The OCFA reserves the right to refer only the better qualified applicants if the number of applicants is high. If the number of applicants is high, the review process may include a secondary screening (*by a panel of job knowledge experts*) of the applications and/or supplemental questionnaires in which the better qualified applicants are referred to the next phase of the recruitment process. Because recruitment processes vary, applicants are advised to thoroughly review the job announcement before submitting their online application materials.

Testing

Testing for this position or any other position may include, but is not limited to the following: written exam, practical exam, panel interview, physical ability test, assessment center, oral presentation, project assignment, etc. If a revision is made to a testing component during a recruitment process, the assigned recruiter will notify by email all affected applicants.

American's With Disabilities Act (ADA) Accommodations

In accordance with the Americans with Disabilities Act, anyone who needs an ADA accommodation for the purposes of employment testing should contact the assigned recruiter no later than 72 hours prior to the need for an accommodation.

Recruitment and Selection Process and Requirements

All recruitment and selection processes and requirements will be held in accordance with the OCFA's Merit and Selection Rules, which are available for review at www.ocfa.org.

Score Group

The definition of a Score Group shall mean a group of scores that is considered to indicate an essentially equivalent level of competence that the person scored. Equivalency may be determined by various job-related numerical or statistical measures. All applicants in a Score Group are considered equally qualified for a particular classification. However, some applicants may be more or less qualified for individual positions allocated to the subject class. Note: All applicants will be notified by email of their Score Group standings. Applicants will not be notified of their numerical scores at any step of the selection procedure, unless specified in the job announcement.

Eligible List

Placement on the Eligible List will be established based on successful completion of all recruitment process components. The Eligible List will remain in effect for a period of one (1) year from the date of establishment or until all names on the list are exhausted. The Eligible List may be extended or abolished at the discretion of the Assistant Chief of Human Resources / Human Resources Director.

Withdrawing from the Recruitment Process

Whenever an applicant chooses to withdraw from a recruitment process, he/she is required to submit an email notification to the assigned recruiter requesting a withdrawal from the process. The email to the recruiter must include the applicant's current phone number.

Questions

All questions regarding this position should be directed to the assigned recruiter upon opening of a future recruitment.

Note

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Equal Opportunity Employer

The Orange County Fire Authority is an Equal Employment Opportunity Employer.



[DATE]

FLSA: Non-Exempt

Class Code: TBD

Department: US&R Operations

[Salary Range]

US&R TF5 STRUCTURE SPECIALIST

DEFINITION

Under general direction, is responsible for performing the various structural assessments for the Urban Search and Rescue (US&R) Task Force 5 (TF5) during incident operations.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Planning Team Manager. Exercises no direct supervision.

CLASS CHARACTERISTICS

This is a specialized classification performing duties for search and rescue as described by the Federal Emergency Management Agency (FEMA) and under the umbrella of the National Urban Search and Rescue Response System.

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.

- Assess the structural condition within the area of task force operations, which includes identifying structure types and specific damage and structural hazards.
- Recommends the appropriate type and amount of structural hazard mitigation in order to minimize risks to task force personnel.
- Provides input to task force tactical action plans as appropriate.
- Cooperates with and assists other search and rescue resources.
- Provides accountability, maintenance, and minor repairs for all issued equipment.
- Monitors assigned structure(s) for condition changes while rescue and recovery operations are in progress.
- Assumes an active role in implementing approved structural hazard mitigation as a designer, inspector and/or supervisor.
- Coordinates and communicates structural related hazard mitigation with the US&R Incident Support Team (IST) Structural Unit Leader.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Civil engineering principles and practices.
- Specialized Task Force equipment, software programs, and support resources related to Planning Team activities.

- Computers and software programs (e.g. Microsoft software packages) to conduct, compile, and/or generate documentation.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

Ability to:

- Maintain qualifications for the Structure Specialist in accordance with the FEMA Position Description.
- Follow the Federal Code of Conduct during all Federal, State or Local deployments or when representing the Authority or the Task Force.
- Perform a full range of engineering mathematical computations.
- Participate in air operations – helicopter and fixed wing during deployments or training.
- Attend quarterly training and meetings as required.
- Maintain and respond timely to communications with Task Force and section personnel through email and telephone.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Work in disaster zones, adverse weather conditions, hazardous atmospheres and air operations in military or civilian aircraft (fixed and rotary).
- Operate a variety of specialized Task Force equipment.
- Effectively represent the US&R TF5 in extremely diverse and potentially hazardous conditions.

Education and Experience:

- Must be at least age 18 at time of appointment.
- Currently licensed as a Professional Engineer (PE), or the equivalent, with specialization in structures or equivalent as sanctioned by FEMA US&R Structures Sub-Group and have a minimum of five (5) years of experience in structure design and analysis to include evaluation of existing structures, field investigation or construction observation experience.
 - Criteria for qualifying as an equivalent to a PE are as follows: 1) Graduation with a Bachelor's of Science in Civil Engineering (or similar curriculum) from a college or university recognized by the state licensing board; 2) Five (5) years of experience in any phase of Structural Engineering, including the teaching of subjects pertaining to structures, structural safety and structural collapse; 3) A letter from the FEMA US&R Task Force expressing the support of Task Force Leadership and the Task Force Structure Specialist addressed to the FEMA US&R Structures Sub-Group Chair for consideration; or 4) Individuals, who are licensed as Architects by any State may be considered as having equivalent certification, based on their qualifications and 1 and 2 above.

Licenses and Certifications:

- Possession of, or the ability to obtain, an appropriate valid driver license upon appointment.
- Currently licensed as a Professional Engineer (PE) with specialization in structures or equivalent as described above.

Completion of the following within 12 months of appointment:

- Completion of FEMA National US&R Response System Structural Collapse Technician Course (except for SCT01c).
- Completion of FEMA National US&R Response System Planning Team Training Course.
- Completion of FEMA classes IS100, IS200, IS700, IS800 and FEMA Orientation.
- Completion of the FEMA USACE Structure Specialist Training (StS-1) Course.
- Completion of required Technical Rescue Skill Set necessary for deployment as described in the FEMA Position Description.
- Completion of DHS/FEMA National US&R System GPS Operations level course.

Recertification requirements:

- Completion of FEMA USACE Structure Specialist (StS-2) every five (5) years.
- Completion of FEMA USACE Regional Training every two (2) years.

Other Requirements:

- Document each member's successful completion of a quantitative respiratory protection fit test required per 29 CFR 1910.134, as defined in Program directive 2005-008.
- Ensure each member maintains current inoculations, as defined in Program Directive 2005-008, unless medically contraindicated or documented refusal.
- Document that each member has a current Physician Clearance for Deployment documented as defined in Program Directive 2005-008.

PHYSICAL DEMANDS

Must possess mobility to work in a disaster setting and use specialized Task Force equipment, including night vision goggles, search cameras, and seismic/acoustic listening devices; 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 throughout disaster areas is required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate specialized equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull various debris or other materials to conduct searches. Employees must possess the ability to lift, carry, push and pull materials and objects up to 50 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in disaster areas which typically include adverse weather conditions and/or hazardous atmospheres. Employees interact with various Task Force, local, state and federal personnel.

PRE-HIRE REQUIREMENTS

Before an employee is hired, he/she must successfully complete pre-employment requirements including, but not limited to: fingerprinting and background check, reference check, DMV check, licensure/certification check, Oath of allegiance to the United States of America and the State of California, and proof of eligibility to work in the United States in accordance with Immigration and Reform Control Act of 1986. All job offers are contingent upon the successful completion of a pre-employment medical exam including a drug screen through the OCFA's designated physician.

HOW TO APPLY FOR THIS POSITION

When a recruitment opens for this position, an applicant must submit, during the application filing period, an online application and attach any supplemental information as required in the job announcement which may include submitting responses to a supplemental questionnaire. Online resumes and other unsolicited materials may be attached but will not be considered in lieu of the required online application, unless otherwise specified in the job announcement. The OCFA reserves the right to limit the number of online applications when necessary. Applicants are responsible for maintaining/updating their contact information through the online application system.

SELECTION PROCEDURE

Selection Procedure Defined

The definition of selection procedure shall mean a test or series of tests used to measure applicant's ability to perform the duties of a class or position, to rank applicants on an Eligible List, and to appoint Eligibles to vacant positions. Note: Eligibles who are not selected for hire are retained on the Eligible List for future consideration until the expiration or abolishment of the Eligible List.

Initial Selection Review

The Human Resources Division reviews all initial application materials to identify qualified applicants. Applicants meeting minimum qualifications will be invited to the first phase of the recruitment process. The OCFA reserves the right to refer only the better qualified applicants if the number of applicants is high. If the number of applicants is high, the review process may include a secondary screening (*by a panel of job knowledge experts*) of the applications and/or supplemental questionnaires in which the better qualified applicants are referred to the next phase of the recruitment process. Because recruitment processes vary, applicants are advised to thoroughly review the job announcement before submitting their online application materials.

Testing

Testing for this position or any other position may include, but is not limited to the following: written exam, practical exam, panel interview, physical ability test, assessment center, oral presentation, project assignment, etc. If a revision is made to a testing component during a recruitment process, the assigned recruiter will notify by email all affected applicants.

American's With Disabilities Act (ADA) Accommodations

In accordance with the Americans with Disabilities Act, anyone who needs an ADA accommodation for the purposes of employment testing should contact the assigned recruiter no later than 72 hours prior to the need for an accommodation.

Recruitment and Selection Process and Requirements

All recruitment and selection processes and requirements will be held in accordance with the OCFA's Merit and Selection Rules, which are available for review at www.ocfa.org.

Score Group

The definition of a Score Group shall mean a group of scores that is considered to indicate an essentially equivalent level of competence that the person scored. Equivalency may be determined by various job-

related numerical or statistical measures. All applicants in a Score Group are considered equally qualified for a particular classification. However, some applicants may be more or less qualified for individual positions allocated to the subject class. Note: All applicants will be notified by email of their Score Group standings. Applicants will not be notified of their numerical scores at any step of the selection procedure, unless specified in the job announcement.

Eligible List

Placement on the Eligible List will be established based on successful completion of all recruitment process components. The Eligible List will remain in effect for a period of one (1) year from the date of establishment or until all names on the list are exhausted. The Eligible List may be extended or abolished at the discretion of the Assistant Chief of Human Resources / Human Resources Director.

Withdrawing from the Recruitment Process

Whenever an applicant chooses to withdraw from a recruitment process, he/she is required to submit an email notification to the assigned recruiter requesting a withdrawal from the process. The email to the recruiter must include the applicant's current phone number.

Questions

All questions regarding this position should be directed to the assigned recruiter upon opening of a future recruitment.

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Equal Opportunity Employer

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INCIDENT SUPPORT TEAM AFFILIATE MEMBER

DEFINITION

Under general direction, is responsible for supporting training and disaster operations as a member of the Federal Emergency Management Agency (FEMA) and under the umbrella of the National Urban Search and Rescue Response System.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Incident Support Team (IST) Leader or Emergency Support Function 9 (ESF9) Group Supervisor. May exercise direct or indirect supervision over various incident staff.

CLASS CHARACTERISTICS

This is a specialized classification performing duties of Urban Search & Rescue (US&R) IST as described by the Federal Emergency Management Agency (FEMA) and under the umbrella of the National Urban Search and Rescue Response System.

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.

- Maintain qualifications for assigned position in accordance with the FEMA Position Description.
- Support field operations utilizing satellite phones, global positioning system (GPS) units and/or specialized search equipment (e.g. night vision goggles, search cameras, seismic/acoustic listening devices).
- Assists in the development of written search plans.
- Performs other related duties as assigned.

QUALIFICATIONS

- Required training and experience as described in the applicable FEMA Position Description. Positions may include the following:

Knowledge of:

- Specialized Task Force/IST equipment, software programs, and support resources related to US&R operations.
- Computers and software programs (e.g. Microsoft software packages) to conduct, compile, and/or generate documentation.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

INCIDENT SUPPORT TEAM AFFILIATE MEMBER

Page 2 of 4

Ability to:

- Follow the Federal Code of Conduct during all Federal, State or Local deployments or when representing the Authority or the Task Force.
- Participate in air operations – helicopter and fixed wing during deployments or training.
- Attend quarterly training and meetings as required.
- Maintain and respond timely to communications with Task Force and section personnel through email and telephone.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Work in disaster zones, adverse weather conditions, hazardous atmospheres and air operations in military or civilian aircraft (fixed and rotary).
- Operate a variety of specialized Task Force equipment.
- Effectively represent the US&R TF5 in extremely diverse and potentially hazardous conditions.

Additional knowledge or abilities may be necessary based on specific IST Affiliate Member Position Description.

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:

- Must be at least age 18 at time of application.

Licenses and Certifications:

- Additional licenses and certifications may be necessary based on specific IST Affiliate Member Position Description as prepared by FEMA.

Other Requirements:

- Document each member's successful completion of a quantitative respiratory protection fit test required per 29 CFR 1910.134, as defined in Program directive 2005-008.
- Ensure each member maintains current inoculations, as defined in Program Directive 2005-008, unless medically contraindicated or documented refusal.
- Document that each member has a current Physician Clearance for Deployment documented as defined in Program Directive 2005-008.

PHYSICAL DEMANDS

Must possess mobility to work in a disaster setting and use specialized Task Force equipment, including night vision goggles, search cameras, and seismic/acoustic listening devices; 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 throughout disaster areas is required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate specialized equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull

INCIDENT SUPPORT TEAM AFFILIATE MEMBER

Page 3 of 4

various debris or other materials to conduct searches. Employees must possess the ability to lift, carry, push and pull materials and objects up to 50 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in disaster areas which typically include adverse weather conditions and/or hazardous atmospheres. Employees interact with various Task Force, local, state and federal personnel.

PRE-HIRE REQUIREMENTS

Before an employee is hired, he/she must successfully complete pre-employment requirements including, but not limited to: fingerprinting and background check, reference check, DMV check, licensure/certification check, Oath of allegiance to the United States of America and the State of California, and proof of eligibility to work in the United States in accordance with the Immigration and Reform Control Act of 1986. All job offers are contingent upon the successful completion of a pre-employment medical exam including a drug screen through the OCFA's designated physician.

HOW TO APPLY FOR THIS POSITION

When a recruitment opens for this position, an applicant must submit, during the application filing period, an online application and attach any supplemental information as required in the job announcement which may include submitting responses to a supplemental questionnaire. Online resumes and other unsolicited materials may be attached but will not be considered in lieu of the required online application, unless otherwise specified in the job announcement. The OCFA reserves the right to limit the number of online applications when necessary. Applicants are responsible for maintaining/updating their contact information through the online application system.

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Testing

Testing for this position or any other position may include, but is not limited to the following: written exam, practical exam, panel interview, physical ability test, assessment center, oral presentation, project

INCIDENT SUPPORT TEAM AFFILIATE MEMBER

Page 4 of 4

assignment, etc. If a revision is made to a testing component during a recruitment process, the assigned recruiter will notify by email all affected applicants.

American's With Disabilities Act (ADA) Accommodations

In accordance with the Americans with Disabilities Act, anyone who needs an ADA accommodation for the purposes of employment testing should contact the assigned recruiter no later than 72 hours prior to the need for an accommodation.

Recruitment and Selection Process and Requirements

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Score Group

The definition of a Score Group shall mean a group of scores that is considered to indicate an essentially equivalent level of competence that the person scored. Equivalency may be determined by various job-related numerical or statistical measures. All applicants in a Score Group are considered equally qualified for a particular classification. However, some applicants may be more or less qualified for individual positions allocated to the subject class. Note: All applicants will be notified by email of their Score Group standings. Applicants will not be notified of their numerical scores at any step of the selection procedure, unless specified in the job announcement.

Eligible List

Placement on the Eligible List will be established based on successful completion of all recruitment process components. The Eligible List will remain in effect for a period of one (1) year from the date of establishment or until all names on the list are exhausted. The Eligible List may be extended or abolished at the discretion of the Assistant Chief of Human Resources / Human Resources Director.

Withdrawing from the Recruitment Process

Whenever an applicant chooses to withdraw from a recruitment process, he/she is required to submit an email notification to the assigned recruiter requesting a withdrawal from the process. The email to the recruiter must include the applicant's current phone number.

Questions

All questions regarding this position should be directed to the assigned recruiter upon opening of a future recruitment.

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Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 23, 2023

Agenda Item No. 2E
Consent Calendar

Approval of Helopod License Agreement with
Quest Diagnostics Nichols Institute Inc.

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 license agreement for use of a helicopter water resupply station (helopod) located in San Juan Capistrano at the Quest Diagnostics Nichols Institute Inc. site.

Prior Board/Committee Action(s)

None.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute a license agreement with Quest Diagnostics Nichols Institute Inc. for use of a helicopter water resupply station, subject to non-substantiate changes approved by General Counsel.

Impact to Cities/County

None.

Fiscal Impact

The license agreement rental amount is \$1 annually. OCFA is responsible to reimburse property owner for the actual costs of plan review (currently undetermined).

Background

The purpose of this agreement is to permit access, construction of improvements, and utilization of a parcel section in San Juan Capistrano owned by Quest Diagnostics Nichols Institute Inc., to be improved by OCFA as a water resupply station (helopod) for support of OCFA emergency air operations. The improvements will consist of site preparation, foundation construction, acquisition and installation of a prefabricated helicopter landing pad, and installation of water supply facilities.

Per the terms of an October 26, 2022 agreement with the County of Orange, the OCFA received \$100,000 in funding allocated from State and Local Fiscal Recovery Funds (SLFRF) for helopod related equipment (see Attachment 1). Water facilities are to be installed and maintained by the Santa Margarita Water District at no cost to OCFA. The project will be proposed for addition to the CIP budget.

License Agreement

The agreement for use of the site remains in effect as long as OCFA continues occupation and utilization of the property, subject to Quest's right to terminate upon providing written notice to OCFA. Costs associated with OCFA's improvement and use of the property are reimbursable to Quest Diagnostics, which are anticipated to be limited to City permit fees related to the site improvements and minor ongoing property maintenance needs.

The agreement includes language indemnifying the property owner from all claims, losses or other liability arising out of OCFA's use or access to the property. The agreement language most commonly accepted by OCFA states that indemnification is applicable to all of OCFA's "*agents, representatives, employees, and contractors.*" In order to meet the terms satisfactory to the licensor/property owner, the indemnification given in the proposed agreement, reviewed by OCFA Risk Management, is extended to also include "*and any other person or party accessing the License Area for any reason*".

Attachment(s)

1. SLFRF Funding Agreement - County of Orange
2. License Agreement - Quest Diagnostics Nichols Institute Inc.

**BENEFICIARY AGREEMENT BETWEEN THE COUNTY OF ORANGE AND
ORANGE COUNTY FIRE AUTHORITY FOR
AMERICAN RESCUE PLAN ACT FUNDING**

This Agreement (the “Agreement”) is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and the Orange County Fire Authority, a public agency, hereafter referred to as “OCFA,” with the County and OCFA referred to as “Party,” or collectively as “Parties.”

WHEREAS, on February 26, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (named “COVID-19”) in Orange County (the “COVID-19 Emergency”); and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County’s Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California because of the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, the American Rescue Plan Act (ARPA) was passed by Congress and signed into law by the President of the United States on March 11, 2021; and

WHEREAS, under the State and Local Fiscal Recovery Funds (SLFRF) program, enacted as part of (ARPA), more than \$350 billion in emergency funding was distributed to state, local, territorial, and Tribal governments with the County receiving a total of \$616.8 million in two equal allocations of SLFRF funds; and

WHEREAS, ARPA provides that SLFRF funds may be used to replace lost public sector revenue to pay for government service expenses that are incurred during the period that begins on March 3, 2021, and ends on December 30, 2024; and

WHEREAS, on January 6, 2022, the United States Department of Treasury released its Final Rule for the SLFRF program, which among other things, authorizes State and local government recipients to use SLFRF funds to replace lost public sector revenue and use such funding to provide government services up to the amount of revenue loss due to the pandemic; and

WHEREAS, on September 27, 2022, the Orange County Board of Supervisors authorized the allocation of \$7,980,000 in Fifth District SLFRF funds to be used for, among other items, entities and programs supporting public safety and emergency services; and

WHEREAS, OCFA has substantial experience in providing public safety and emergency services to the community; and

WHEREAS, in order to assist OCFA in the providing public safety and emergency services, the Parties have agreed that the County shall transfer the Grant Amount described herein to OCFA.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement begins on the date when fully executed by the Parties, and terminates on June 30, 2023, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.
2. **USE OF GRANT AMOUNT.**

a. The grant funds provided are federal funds and subject to the Single Audit Act of 1984. The following information is provided in accordance with the Single Audit Act.

Grant Amount	\$100,000
OCFA Name:	Orange County Fire Authority
OCFA Unique Entity Identifier (UEI)	LQJ6V7K37UZ3
Awarding County Agency	County Executive Office
County Contact	Oana Cosma (714) 834-7410
Assistance Listing Number (ALN) / Name	21.027 / Coronavirus State and Local Fiscal Recovery Funds
Federal Award Identification Number	SLFRP1607
Awarding Federal Agency	US Treasury Department
Indirect Cost Rate	10% MTDC or Federally Approved Rate
Whether Award is R&D:	No

b. OCFA shall use Grant Amount provided under this Agreement for the purchase of public safety and emergency equipment related expenses, to include the following:

1. Two tactical high capacity helicopter dip source

2. HeloPod - 16' T-MADS
3. Hook Truck Loader (A Frame)
4. Quick Fill Valve Float Assembly within a Custom Stillwell
5. LED Light Fill Level Indicator
6. LED Interior Tank and Exterior Lighting
7. Signage & Decals

c. Indirect costs may not exceed 10% of the modified total direct costs per 2 CFR section 200.68 or the federally approved indirect cost rate, if applicable.

d. OCFA must utilize the Grant Amount in accordance with all Federal and State laws, including but not limited to the American Rescue Plan Act of 2021 (ARPA), codified at 42 U.S.C. § 802, et seq., and all applicable regulations and guidelines implementing ARPA, including the regulations issued by the Department of Treasury at 31 CFR Part 35 regarding costs that are payable from SLFRF Funds.

3. PAYMENT OF GRANT AMOUNT

a. The County will issue a one-time contribution to OCFA of the **Grant Amount set forth in Paragraph 2.a** within 10 business days of the full execution of this Agreement. All of OCFA's expenditures of the Grant Amount must be for costs as described in Paragraph 2.b of this Agreement.

b. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

4. STATUTES AND REGULATIONS APPLICABLE TO GRANT. OCFA must comply with all applicable requirements of State, Federal, and County of Orange laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. OCFA must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. OCFA must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

a. Office of Management and Budget (OMB) Guidance. OCFA must comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards per 2 CFR Part 200 (the "Uniform

Guidance”), including the procurement standards set forth in 2 CFR 200.318 through 2 CFR 200.327 when using the Grant Amount to procure goods and services.

b. Single Audit Act. Since Federal funds are used in the performance of this Agreement, OCFA must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.

c. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

d. SAM.gov Requirements. OCFA is required to have an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>).

5. **COMPLIANCE WITH GRANT REQUIREMENTS.** Grant funds awarded must be used solely for the purposes identified in Paragraph 2 of this Agreement. In accordance with Paragraph 11, OCFA agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines OCFA used in violation of this Agreement. OCFA shall immediately return to the County any funds the County or any responsible State or Federal agency, including the Department of Treasury, determines OCFA has used in a manner that is inconsistent with Paragraph 2 of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.
6. **CERTIFICATION.** OCFA hereby certifies that it will use the Grant Amount for eligible expenses as described in Section 2 above.
7. **RECORDS MAINTENANCE.** Records, in their original form, must be maintained in accordance with requirements prescribed by the County with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period of four (4) years after termination of this Agreement and after final disposition of all pending matters. “Pending matters” include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this Agreement, must be retained within the County of Orange unless authorization to remove them is granted in writing by the County.

8. **RECORDS INSPECTION.** At any time during normal business hours and as often as either the County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, OCFA must make available for examination all its records with respect to all matters covered by this Agreement. The County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all OCFA's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. OCFA agrees to provide any reports requested by the County regarding performance of this Agreement. With respect to inspection of OCFA's records, the County may require that OCFA provide supporting documentation to substantiate OCFA's expenses with respect to the OCFA's use or expenditure of monies provided by the County to OCFA under this Agreement.
9. **INDEPENDENT CONTRACTOR.** OCFA shall be considered an independent contractor and neither OCFA, its employees, nor anyone working under OCFA shall be considered an agent or an employee of County. Neither OCFA, its employees nor anyone working under OCFA shall qualify for workers' compensation or other fringe benefits of any kind through County.
10. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** OCFA shall be responsible for obtaining all permits, licenses, and approvals required for performing any work under this Agreement. OCFA shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. OCFA shall provide copies of permits and approvals to the County upon request.
11. **INDEMNITY.** OCFA agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless from any claims, demands or liability of any kind or nature, arising from or related to OCFA's receipt of the Grant Amount under this Agreement, including any claims that the amounts paid by the County to OCFA were not used consistent with the restrictions on the use of SLFRF program funds as set forth in the regulations and guidance issued by the Department of Treasury regarding the use of such funds. The provisions of this paragraph shall survive the termination of this Agreement.
12. **NOTICES.** All notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days

after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

OCFA:

Jay Barkman, Legal Affairs Manager

jaybarkman@ocfa.org

Orange County Fire Authority

1 Fire Authority Road

Irvine, California 92602

County:

Oana Cosma, County Budget Office

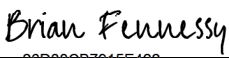
Oana.Cosma@ocgov.com

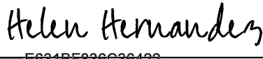
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Santa Ana, CA 92701-4062

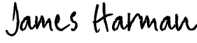
13. **DEFAULTS.** Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.
14. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.
15. **ENTIRE CONTRACT:** This Agreement contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on the parties unless authorized by the Parties in writing.
16. **AMENDMENTS.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year dated below.

BY: 
20D38CB7915E422...
Brian Fennessy, Fire Chief
brianfennessy@ocfa.org
Orange County Fire Authority DATED: 10/26/2022

BY: 
E631BF836C36422...
Helen Hernandez, Deputy Purchasing Agent
County Procurement Office
County of Orange, California DATED: 10/31/2022

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

BY: 
6026E89386254F6...
Deputy DATED: 10/26/2022

HELOPOD LICENSE AGREEMENT

THIS HELOPOD LICENSE AGREEMENT (“**Agreement**”) is made as of the ____ day of _____, 2023 (the “**Effective Date**”), by and between QUEST DIAGNOSTICS NICHOLS INSTITUTE, INC., a California corporation, hereinafter called “**Licensor**”, and Orange County Fire Authority, a California Joint Powers Authority, hereinafter called “**Licensee**”. Licensor and Licensee may be hereafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Licensor is the owner of that certain parcel of real property located at 33608 Ortega Highway San Juan Capistrano, CA 92675, and more particularly described in the attached Exhibit A (the “**Property**”).

B. Licensee is looking to obtain a location to install, store, maintain and access a portable water refueling station (a “HeloPod”) for the purposes of aiding Licensee and related agencies to use helicopters to battle fires near the Property (the “Permitted Use”).

C. Subject to the terms and conditions set forth herein, Licensor is willing and able to grant to Licensee a non-exclusive license to undertake the Permitted Use.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. HeloPod License.

a. Grant of License. Licensor hereby grants to Licensee, subject to all of the terms and conditions of this Agreement, a revocable license (“**License**”) to undertake the Permitted Use at the Property at the location outlined in orange on the image which is shown on Exhibit B (the “**License Area**”).

b. Permitted Uses. Licensee’s use of the License Area shall be limited to the Permitted Uses and connecting the tank which is utilized as part of the Permitted Uses to the Property’s water supply (the “**Permitted Uses**”). The License does not grant Licensee any rights to undertake any activities unrelated to the Permitted Uses, nor to make improvements or alterations to the Property outside of the License Area. In connection with the foregoing, Licensee, its agents and contractors (collectively, “**Licensee Parties**”), may, subject to the provisions hereof, have reasonable rights of access to the License Area if necessary for the conduct of the Permitted Uses.

c. Covenants, Restrictions and Limitations. Licensor’s grant of the License is subject to all covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record, which pertain to or otherwise affect the License Area and the adjoining portions of the Property. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the License Area. Licensor makes

no representation, covenant, warranty or promise that the License Area is fit for any particular use, including any of the Permitted Uses, and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the License Area (or any portion thereof) for a purpose or activity other than the Permitted Uses, as determined by Licensor in its sole discretion, will be grounds for immediate termination of this Agreement in accordance with Sections 14.b and 15.d, below.

d. Entry at Own Risk; No Duty to Warn. Licensee and any other person or party entering upon the License Area under the authority or color of this License does so at his/her/its own risk and peril. Licensor shall have no duty to inspect the License Area and no duty to warn any person of any latent or patent defect, condition or risk that might be incurred in the exercise of the rights granted herein.

2. Exercise of the License.

a. Permits. Prior to the installation of any improvements required for the Permitted Uses ("**HeloPod Improvements**") on or within the License Area ("**Installation Work**"), Licensee and/or its contractors shall obtain all permits required by applicable governmental authorities in relation to the performance of the Installation Work and the subsequent undertaking of the Permitted Uses (collectively, "**Permits**"). Licensee and/or its contractors (as applicable) shall maintain all Permits in good standing throughout the performance of the Installation Work and the Term of this Agreement. Moreover, in the event that Licensee modifies, reconstructs and/or replaces the HeloPod Improvements (or any portion(s) thereof) at any time after completion of the Installation Work, Licensee and/or its contractors (as applicable) shall obtain and maintain all Permits required in relation to said activities.

b. Prior Approval of HeloPod Improvements. Prior to the commencement of the Installation Work, Licensee must submit, for Licensor's prior written approval, complete plans ("**Plans**") identifying all proposed HeloPod Improvements. Licensor shall have ten (10) business days to review the Plans and to provide written comments thereon to Licensee (if any). In the event that Licensor provides Licensee with written comments concerning the Plans, Licensee shall revise the Plans for the purpose of addressing and resolving the issues identified by Licensor. Any revised Plans shall be resubmitted by Licensee to Licensor for approval; Licensee shall not commence the Installation Work unless and until Licensor has issued its written approval of the Plans. Moreover, Licensee must submit, for Licensor's prior written approval, plans for any modifications to, or reconstruction or replacement of, the Waterline Improvements.

c. Commencement of Installation Work; Subsequent Maintenance, Repair and Replacement Activities. Licensee shall provide a minimum of three (3) days' notice via email prior to the start of any Installation Work on the License Area, which e-mail notice shall be sent to Jeffrey Sanders at jeffrey.w.sanders@questdiagnostics.com Moreover, and prior to undertaking any maintenance, repair, replacement or reconstruction work in relation to the HeloPod Improvements following completion of the Installation Work ("**HeloPod Work**") Licensee shall provide a minimum of three (3) days' notice via e-mail to Jeffrey Sanders at the identified address.

d. Performance Standards. All Installation Work and HeloPod Work shall be performed in a good and workmanlike manner, with good and sufficient materials, by properly qualified personnel (who shall hold all appropriate/required licenses, bonds and authorizations), and shall be completed in conformance with the Permits, the Plans and all applicable laws, rules regulations and ordinances.

e. Costs of Work; Performance at Licensee's Risk. The costs and expenses associated with the Installation Work and HeloPod Work (including procurement and maintenance of the Permits) shall be borne exclusively by Licensee. Licensee acknowledges and agrees that it will be performing the Installation Work and HeloPod Work at Licensee's own risk.

f. Reimbursement of Licensors. Licensee shall reimburse Licensors for all reasonable costs and expenses actually incurred by Licensors for any work, services and materials provided by Licensors in relation to the License granted herein. By way of example only, and not limitation, Licensee shall reimburse Licensors for all costs incurred by Licensors in reviewing and approving the Plans (which costs shall include any fees paid by Licensors to outside consultants/professionals for review of the Plans). Additionally, should Licensors undertake any non-routine maintenance and repair of the waterlines servicing the License Area, Licensee, as a beneficiary of the operation of such waterline, will be responsible for ten percent (10%) of such maintenance costs (the "**Licensee Share**"). From time to time during the Term, Licensors shall prepare and transmit to Licensee an invoice detailing the reimbursable costs incurred by Licensors; Licensee shall pay each invoice within thirty (30) days following receipt.

g. Utilities. Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used by Licensee on the License Area in connection with the HeloPod Work or Installation Work and exercise of the License. Notwithstanding any provision herein to the contrary, this Agreement does not confer upon Licensee or the Licensee Property any easements or other possessory rights/interests concerning the installation, operation and/or maintenance of any utility lines or appurtenances upon any portion of the Property. As part of the Installation Work, Licensee shall be responsible for installing a meter capable of measuring and/or tracking the water usage at the License Area by Licensee. From time to time during the Term, Licensors shall prepare and transmit to Licensee an invoice detailing the reimbursable costs incurred by Licensors; Licensee shall pay each invoice within thirty (30) days following receipt.

3. Prohibited Activities.

a. Fueling, Parking and Storage. Licensee will not, nor allow others to, repair or refuel any motor vehicles or other equipment on any portion of the License Area or the Property. Moreover, Licensee will not, nor allow others to, park or store any motor vehicles, equipment or materials on any portion of the License Area or the Property unless directly related to the Permitted Use or specifically approved in writing by Licensors.

b. Flammables, Waste and Nuisances. Licensee will not, nor allow others to,

place or store any flammable or waste materials on the License Area or the Property or commit any waste or damage to the License Area or the Property. Licensee will be responsible for the control of, and will be liable for, any damage or disturbance caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances.

c. Hazardous Materials/Waste: Licensee shall not use, store or transport or allow the use, storage or transportation of any hazardous materials on or onto the License Area or any other portion of the Property without Licensors prior written consent. Moreover, Licensee will not engage in, or permit any other party to engage in, any activity on the License Area that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify, defend and hold harmless Licensors and its respective officers, directors, members, stockholders, agents, partners, affiliates, employees, successors and assigns, from any and all claims, losses, damages, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Term of this Agreement, and which are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee. The indemnity provision in this Section 3.c shall survive the termination or expiration of this Agreement.

4. Term of License. The term of the License granted to Licensee hereunder ("**Term**") shall commence on the Effective Date and expire on the earlier to occur of (i) Licensee's abandonment of the License and/or the License Area, (ii) an Event of Default by Licensee (*see Section 15*, below), or (iii) six (6) months after Licensors provides notice of termination to Licensee. Upon any such expiration of the Term, Licensee shall comply with the provisions of Section 14.c, below.

5. Consideration. License Fee. In consideration of Licensors grant of the License to Licensee, Licensee shall pay to Licensors an amount equal to One and No/100 Dollars (\$1.00) per year (the "**License Fee**"), which License Fee shall be due and payable, in advance, beginning on July 1st, 2022 and continuing thereafter on the first day of each July during the length of the Term, without notice, demand, offset, or deduction. If the Effective Date hereof occurs on a date other than July 1st, then the first License Fee payment shall not be prorated (increase or decrease). If Licensors has not received payment of a License Fee within ten (10) days after such payment is due, Licensee shall pay a late charge of ten percent (10%) of the delinquent amount. In addition, all delinquent amounts shall bear interest from the date such amount was due, until paid in full, at a rate per annum equal to ten percent (10%) (or the maximum rate allowed by law).

6. Maintenance of License Areas. Licensee, at its sole cost and expense, will keep all portions of the License Area (and any adjoining portions of the Property used by the Licensee Parties) free of rubbish, debris and other refuse, and in a condition reasonably satisfactory to Licensors. Moreover, Licensee shall keep and maintain all HeloPod Improvements installed and operated by Licensee on and within the License Area in a good, safe and workmanlike condition, free of defects and faults, and in accordance with all applicable health, safety and building codes and other applicable ordinances, rules and regulations.

7. Repair Obligations. Licensee shall repair any damage to the Property suffered by Licensor as a result of Licensee's exercise of the License.

8. Subject to License. This Agreement, the License and all the rights granted hereunder is subject and subordinate to (i) the continuing availability and supply of water to the Property, and (ii) the ability of the Licensee to operate thereon. In the event of either such happening, this License shall terminate immediately.

9. Insurance. At all times during the term of this Agreement, Licensee and any other Licensee Party performing the Installation Work, HeloPod Work, or otherwise accessing the License Area pursuant to this Agreement shall maintain in full force and effect, at its own cost and expense, the following insurance coverage:

- Commercial General Liability insurance with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including but not limited to premises operations; products/completed operations; contractual liability; independent contractors and personal and advertising injury. Such insurance shall be primary for all purposes and contain standard cross-liability provisions.
- Commercial Automobile Liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. Coverage shall include owned, non-owned, leased and hired vehicles.
- Workers' Compensation in compliance with the statutory requirements of the State of California and Employer's Liability with a minimum limit of \$1,000,000 each employee-accident/each employee-disease/policy limit.
- Excess/Umbrella Liability with a minimum limit of \$50,000,000 per occurrence and aggregate providing coverage in excess of the primary general, automobile and employer's liability insurance.

All insurance coverage required by this Agreement, excluding Workers' Compensation and Employer's Liability, shall name the following parties as additional insureds (the "**Additional Insureds**"):

- a. Quest Diagnostics Nichols Institute, Inc.; and
- b. Quest Diagnostics Incorporated

The Licensee Parties shall require their respective insurers to waive all rights of subrogation against Licensor, the Owners, and the other Additional Insureds, except for any liability resulting from the willful or grossly negligent acts of the Additional Insureds. Each Licensee Party shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Section 20.d ("Notices"), at least ten (10) days prior to any entry onto the

License Area. Such insurance shall not be canceled nor allowed to expire or be materially reduced without thirty (30) days prior written notice to Licensor.

10. Indemnification. Subject to the terms of this Section 10, Licensee shall be responsible and liable for all acts and omissions of all of Licensee's agents, representatives, employees, contractors and any other person or party accessing the License Area for any reason, whether or not under the authority or color of this License. Licensee shall hold harmless, defend and indemnify Licensor and its officers, directors, members, stockholders, agents, partners, affiliates, employees, successors and assigns (the "Indemnitees"), from and against all claims, losses, damages, actions, causes of action, expenses and/or liability ("Claims") arising from or growing out of (i) the use or access to the License Area by anyone, including known or unknown trespassers, or (ii) the acts or omissions of Licensee under this Agreement. Notwithstanding the foregoing, Licensee shall not be responsible to indemnify or hold the Indemnitees harmless for any Claims to the extent such Claims arise from the negligent acts or omissions of the Indemnitees. The indemnity provisions in this Section 10 shall survive the termination or expiration of this Agreement.

11. Taxes, Assessments and Liens. Licensee will pay all taxes and assessments which may be levied in connection with any Installation Work, HeloPod Work and/or Licensee's exercise of the License granted in this Agreement. Licensee will keep the License Area free from all liens including, but not limited to, mechanics liens and encumbrances by reason of use or occupancy of the License Area by Licensee or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor will have the right to pay the same and charge the amount (plus an administrative fee of ten percent (10%)) to the Licensee. All charges not paid by Licensee to Licensor within fifteen (15) days following demand by Licensor shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate allowed by law) until paid in full.

12. Assignments. This Agreement and the License granted herein are personal to Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. Any attempted act in violation of this Section 12 shall be void and without effect and give Licensor the right to immediately terminate this Agreement.

13. Compliance with Laws. Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any public authorities now or hereafter in any manner affecting the License Area.

14. Termination.

a. By Licensee. This Agreement may be terminated by Licensee at any time upon delivery of written notice to Licensor. The written notice prepared and delivered by Licensee to Licensor shall identify the termination date.

b. By Licensors. This Agreement may be terminated by Licensors at any time upon an Event of Default by Licensee or after providing six (6) months' notice of termination for any other reason. Upon any such termination of this Agreement by Licensors, Licensors shall prepare and deliver to Licensee a written notice that identifies the termination date.

c. Rights/Obligations upon Termination. Upon the termination of this Agreement, Licensee, upon demand of Licensors and at Licensee's own cost and expense, shall (i) abandon the use of the License Area, (ii) remove the non-permanent HeloPod Improvements and any other property of Licensee from the License Area and (iii) restore the License Area to the same condition as existed upon the completion of the Installation Work, reasonable wear and tear excepted. In no event shall Licensee have any claim against Licensors or the Owners for any of the costs of constructing, maintaining or removing the HeloPod Improvements or other property of Licensee. In the event Licensee shall fail to restore the License Area as aforesaid within ten (10) days after the effective date of termination, Licensors may proceed with such work at the expense of Licensee or may assume title and ownership of the HeloPod Improvements and any other property of Licensee located on the License Area. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the HeloPod Improvements and Licensee's other property (if any) are removed and the License Area and the License Area is restored as above provided.

15. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee (each, an "**Event of Default**"):

- a. Licensee being in default under the terms of the License Agreement
- b. Any attempted assignment of this Agreement by Licensee in violation of Section 12.
- c. The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.
- d. The violation by Licensee of any term, provision or covenant of any Permit(s) issued in connection with the Installation Work or any other HeloPod Work.
- e. Licensee's use (or allowance of the use) of the License Area, or any portion thereof, for any activity or purpose other than the Permitted Uses.

- f. A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensor to Licensee.
- g. Any attempt to exclude Licensor from the License Area or any portion thereof.
- h. The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets where possession is not restored to Licensee within five (5) days; and the attachment, execution or other judicial seizure of substantially all of Licensee's assets where such seizure is not discharged within five (5) days.
- i. Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause h" of this Section 15 which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

In the event there is a default by Licensee under Sections b – g above, Licensor will provide Licensee with written notice of such default. Licensee shall have ninety (90) days to cure any monetary default and fifteen (15) days after receipt of the notice to cure such default (or such longer period of time as may be reasonably necessary to cure in the event it cannot be cured in fifteen (15) days, but in no event shall the cure period exceed thirty (30) days without the prior written approval of Licensor). If such default remains uncured after the relevant cure period, then it shall be considered an Event of Default hereunder.

16. Remedies. Upon an Event of Default by Licensee, and in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensee shall comply with the provisions of Section 15.c, above. Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement.

17. Non-Possessory Interest. Licensor expressly retains full possession of the License Area, and Licensee will not acquire any interest - temporary, permanent, irrevocable, possessory or otherwise - by reason of this Agreement or by the exercise of the permission given herein. Licensee will make no claim to any such interest, and expressly waives any such interest. Any violation of this provision will immediately void and terminate this Agreement.

18. Eviction, Abandonment or Sale. In the case of the eviction of Licensee by anyone owning or obtaining title to the portions of the Property underlying the License Area, or the sale

or abandonment by the Licensor of the Property, Licensor shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to Licensor hereunder, except the proportionate part of any License Fee which may have been paid hereunder in advance.

19. Condemnation. In the event all or any portion of the Property underlying the License Area shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the HeloPod Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to Licensor.

20. Other Provisions.

a. Governing Law. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

b. Waiver. No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

c. Attorneys' Fees. If any action or proceeding is brought to interpret or enforce this Agreement or any of the relations between the Parties in any way arising out of or in connection with their obligations hereunder, regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, the non-prevailing party shall pay to the prevailing party the reasonable attorneys' fees and costs incurred by the prevailing party.

d. Notices. Any and all notices given or delivered by either Party shall be delivered in person or by Federal Express or similar private commercial courier for next business day delivery or otherwise deposited in the United States Mail, duly certified or registered, postage prepaid, and addressed as set forth below:

To Licensee: Orange County Fire Authority
Jim Ruane
1 Fire Authority Road
Irvine, CA 920602
Attn: Jim Ruane
Assistant Chief Logistics

To Licensor:

Quest Diagnostics Nichols Institute
33608 Ortega Highway
San Juan Capistrano, CA 92690
Attn: Katie K. Bishar

With a copy to: Quest Diagnostics Incorporated
1201 South Collegeville Road
Collegeville, PA 19426
Attn: Mary Lynch

Either Licensor or Licensee may change its address for the receipt of notice by giving written notice thereof to the other Party of such change.

e. Recording. Licensee shall not record or permit to be recorded any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the License granted hereby.

f. Complete Agreement. Licensor and Licensee acknowledge that the foregoing provisions and any addenda, figures and exhibits attached hereto constitute the entire Agreement between the Parties.

g. Time of the Essence. Time is of the essence in this Agreement.

h. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the Effective Date first above written.

“Licensee”

ORANGE COUNTY FIRE AUTHORITY

By:_____

Name: Sara Kennedy

Its: Purchasing Manager

“Licensor”

QUEST DIAGNOSTICS NICHOLS INSTITUTE, INC.,
a California corporation

By:_____

Name:_____

Its:_____

By:_____

Name:_____

Its:_____

EXHIBIT A

Description of the Licensor's Property

EXHIBIT B

Depiction of License Area



Exhibit B



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 23, 2023

Agenda Item No. 2F
Consent Calendar

**Agreement with the California Fire Museum to
Convey a Surplus Vehicle**

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Kevin Berghaus
Logistics Department

kevinberghaus@ocfa.org

714.573.6661

Summary

This agenda item is submitted for Executive Committee approval and authorization of an agreement to convey one 1970 foam tender vehicle, no longer in service for OCFA, to the California Fire Museum - Safety Learning Center (CFM) for community education and training purposes.

Prior Board/Committee Action(s)

None.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute a conveyance agreement with the California Fire Museum – Safety Learning Center to convey one surplus 1970 foam tender vehicle.

Impact to Cities/County

None.

Fiscal Impact

Potential undetermined minor impact on the General Fund from unrealized surplus sales revenue.

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

Background

The California Fire Museum is an organization committed to train and educate the public about fire safety and the history of the California fire service. The OCFA and the CFM enjoy a mutually beneficial relationship, as both the OCFA and the CFM are committed to quality training and education in the community. The CFM is in search of historical fire apparatus, and through contacting the OCFA to seek assistance in identifying historical fire apparatus that will help train and educate the public, was informed that the OCFA has a suitable apparatus available for donation.

It is beneficial that the OCFA support and facilitate the public training and education efforts of the CFM, since the citizens served by the OCFA will gain safety training and education by visiting the CFM or attending an event where the CFM is present conducting fire safety and education.

The Executive Committee approved a previous vehicle donation to the CMF in 2017, allowing the museum to receive, display and demonstrate a 1964 Crown Firecoach Hose Tender.

Conveyance Agreement

The agreement for conveying the 1970 foam tender vehicle (Unit #5168), no longer in service for the OCFA, provides the vehicle to the museum for no financial consideration, without warranty, and is to be accepted by the CFM in "as is" condition.

Attachment(s)

Agreement with the California Fire Museum – Safety Learning Center for Conveyance of 1970 foam tender vehicle (Unit #5168)

**AGREEMENT TO CONVEY A SURPLUS VEHICLE
TO THE CALIFORNIA FIRE MUSEUM – SAFETY LEARNING CENTER**

This Agreement to Convey a Surplus Vehicle ("Agreement") is made as of this ___th day of _____, 2023 ("Effective Date") between Orange County Fire Authority ("OCFA", "DONER") and California Fire Museum - Safety Learning Center ("CFM", "DONEE") with reference to the following:

RECITALS

- A. The CFM is an organization committed to train and educate the public about fire safety and the history of the California fire service. The OCFA and the CFM enjoy a mutually beneficial relationship, as both organizations are committed to providing quality training and education to the community. It is beneficial and appropriate that the OCFA support and facilitate the public training and education efforts of the CFM, since the citizens served by the OCFA will gain safety training and education by visiting the CFM or attending an event where the CFM is present conducting fire safety and education. The CFM is in search of additional historical fire apparatus that will help train and educate the public, and through contacting the OCFA, was informed that the OCFA has a suitable apparatus available for donation.
- B. The Executive Committee of the OCFA Board of Directors has determined that this Agreement fulfills a humanitarian purpose, is in the best interest of the OCFA, and that the OCFA is receiving appropriate benefit for such equipment.

Now therefore, the OCFA and the CFM, in consideration of the above, and the covenants and representations set forth below, hereby agree as follows:

AGREEMENT

- 1. The OCFA shall convey to the CFM one 1970 Crown Foam Tender (Unit #5168) ("Vehicle"). Conveyance of said Vehicle shall be deemed to have taken place upon CFM's or their delivery contractor's removal of Vehicle from the OCFA property. Said Vehicle is not warranted by the OCFA to be fit for any purpose and the CFM accepts said Vehicle "as is".
- 2. Said Vehicle shall be inspected by a CFM representative and accepted by the CFM representative at a time and place agreed upon by the parties prior to delivery. All OCFA markings and insignia shall be removed from said vehicle prior to delivery.
- 3. Upon CFM representative's acceptance of the Vehicle, the OCFA shall not be liable or in any other way responsible for any defects or failure of the Vehicle to perform its intended purpose. Nor shall the OCFA be liable or in any other way responsible for any loss, damage, or injury to third parties arising from or caused by defects in the vehicle, or in any part thereof.

4. The CFM shall make all necessary arrangements for the transportation of said Vehicle to its facilities. Said arrangements shall include the prior procurement of all necessary insurance, licenses and permits required in connection with its removal from the OCFA property.

IN WITNESS WHEREOF, the parties hereto have executed this convenience agreement as of the Effective Date first above written.

ORANGE COUNTY FIRE AUTHORITY, a California Joint Powers Authority

By: _____

Name: _____

Title: _____

Date: _____

CALIFORNIA FIRE MUSEUM AND SAFETY LEARNING CENTER

By: _____

Name: _____

Title: _____

Date: _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 23, 2023

Agenda Item No. 2G
Consent Calendar

**Amendment of Professional Services Agreement for
Firefighter Wellness and Fitness (WEFIT) Services**

Contact(s) for Further Information

Rob Capobianco, Assistant Chief robcapobianco@ocfa.org 714.573.6008
Emergency Medical Services & Training Department

Paul Whittaker, Battalion Chief paulwhittaker@ocfa.org 714.573.6071
Emergency Medical Services Department

Summary

This agenda item is submitted for approval to extend the previously approved Professional Services Agreements with Hoag Executive Health (Hoag) for firefighter Wellness and Fitness (WEFIT) medical services for three years plus two optional one-year renewals in an amount not to exceed \$1,289,319 annually.

Prior Board/Committee Action

At its February 22, 2018 meeting, the Executive Committee approved a 6-month contract with Hoag Executive Health (Hoag) for WEFIT medical services.

At its July 26, 2018 meeting, the Executive Committee approved the extension of the contract with Hoag for the remainder of the initial three-year term, plus two optional one-year renewals.

At its March 28, 2019 meeting, the Executive Committee approved an increase to the contract with Hoag to allow for increases in firefighter participation.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to extend the Professional Services Agreements with Hoag for three years plus two optional one-year renewals in an amount not to exceed \$1,289,319 annually.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the FY 2022/23 General Fund Budget, specifically in the Emergency Medical Services & Training Department budget for services and supplies.

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

Background

The Orange County Fire Authority (OCFA) established the WEFIT program in 2003 after several firefighters suffered potentially preventable deaths in the early 2000s. The goal of the program was to proactively encourage a healthier, more fit, and safer workforce with the core strategy at the inception of the WEFIT program being biennial medical examinations, fitness testing, and immunization screening for firefighters. The scope of the program has since been expanded to provide medical examinations annually and athletic training and support to OCFA fire academies.

Contract Award

On April 25, 2017, RFP SC2194 was issued to establish a new contract for WEFIT medical services. Upon completion of a comprehensive interview and reference-checking process, Hoag Executive Health was selected as the top vendor. It was determined that with its highly qualified staff, robust education program, and numerous and well-renowned medical facilities, Hoag had the resources and commitment necessary to form a partnership with the OCFA that would lead to long-term improvements in firefighter health and safety.

Current Request

OCFA has enjoyed a productive relationship with Hoag Executive Health over the first five years of the Board approved Professional Services Agreement. Although the COVID Pandemic caused an interruption in some of the services provided, OCFA and Hoag were able to continually collaborate to provide enhanced screening and annual physicals to OCFA's members. In addition to enhancing the screenings, Hoag was able to provide athletic training and physical therapy support to OCFA fire academies, in many instances reducing the need for work comp claims or time off. All the enhanced costs have been absorbed under the current Professional Services Agreement and budget allocation.

OCFA EMS would like to continue to foster the relationship with Hoag so that we may continue positive development of the WEFIT program. Based on Hoag's ability to adapt to our needs, provide positive insight and collaboration, and maintain exceptional customer service; EMS recommends the extension of the Professional Services Agreement with Hoag.

Recommendation

For continued medical services, staff recommends approval to extend the current blanket order contract with Hoag to renew for an additional five years in an amount not to exceed \$1,289,319 per year for a total five-year aggregate amount not to exceed \$6,446,595.

Attachment(s)

Proposed Amendment Six to the Professional Services Agreement

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

THIS AMENDMENT NUMBER SIX TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Six") is made and entered into this _ day of February 2023, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Hoag Executive Health, a corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement on the 1st day of March, 2018 ("Original Agreement"), which is incorporated herein by this reference;

WHEREAS, the Original Agreement was subsequently amended by mutual agreement of the Parties on July 26, 2018 ("Amendment One"), March 28, 2019 ("Amendment Two"), January 9, 2020 ("Amendment Three"), February 21, 2021 ("Amendment Four") and March 1, 2022 ("Amendment Five");

WHEREAS, the Original Agreement as modified by Amendment One, Amendment Two, Amendment Three, Amendment Four, and Amendment Five is referred to herein as the "Agreement";

WHEREAS, Firm has submitted to OCFA, and updated pricing sheet effective beginning on March 1, 2023 a copy of which is attached hereto as Attachment "1" and is incorporated herein by this reference;

WHEREAS, OCFA and Firm desire to amend the Agreement to increase the contract amount to \$1,289,319 annually; and

WHEREAS, OCFA desires to exercise its option to extend the term of the Agreement through February 28, 2024, and Firm agrees to such an extension, subject to the terms and provisions of this Amendment.

AGREEMENT

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

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 Compensation of Firm

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in the Pricing Sheet, attached hereto as Exhibit "B", in an amount not to exceed \$1,289,319 annually.

2. Effective March 1, 2023 Attachment "1" attached to this Amendment Six shall supersede and replace Exhibit B: Pricing appended to the Agreement and Contractor shall be compensated and reimbursed as specified therein.
3. Section 4.4 Term: Amend to reflect a change and extend the contract term through February 28, 2024.
4. All other provisions of the Agreement not inconsistent herewith shall remain in full force and effect.
5. The persons executing this Amendment Six on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Six.

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

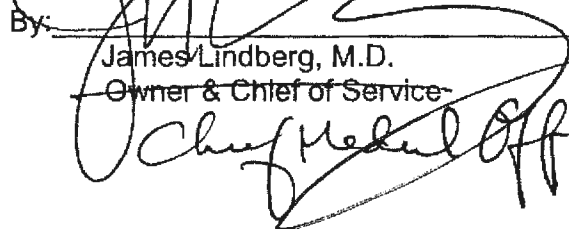
By: _____

Sara Kennedy, CPPB
Purchasing Manager

"FIRM"

HOAG EXECUTIVE HEALTH

Date: 1/24/23

By: 
James Lindberg, M.D.
Owner & Chief of Service
Chief Medical Officer

ATTACHMENT “1”

EXHIBIT B: PRICING – 2023 Update

Description of Services	Unit Cost
Standard Exams	
Standard WEFIT Exam	\$1,050.00
Combined WEFIT Exam with Urban Search & Rescue Exam	\$1,550.00
Combined WEFIT Exam and HazMat Exam	\$1,550.00
Combined WEFIT Exam and DMV Medical Clearance	\$1,220.00
Combined WEFIT Exam and Crane Operator Medical Clearance	\$1,047.00
Post Deployment Medical Exam	\$595.00
California DMV Exam	\$400.00
Cancellation Fees*	
No-Show/Late Cancel (Unexcused)	50%
No-Show/Emergency Activities (Excused)	No Charge
No-Show/Other (Excused)	No Charge
Fitness Fair	
VO2 Max (gas exchange) Testing <i>OCFA would be required to provide the treadmills or recumbent bikes used during testing – minimum of 4</i>	\$85.00
In-Body BMI Assessment	\$10.00
Support Personnel (Per Coach)	\$100.00/Day
Recruit Exercise Programming	\$75.00/Hour
Individual Services	
SPECIFIED PROCEDURE	
Additional Health Questionnaires as Needed	\$0
Medical Record Review	\$0
Functional Capacity Assessment	\$50.00
ADMINISTRATIVE	
Record Review	\$75.00
Electronic Health Risk Assessment	\$0
Medical Records Transfer	\$75.00
ELECTROCARDIOGRAM (ECG)	
Resting Electrocardiogram	\$50.00
Treadmill – Fitness Assessment (Submaximal Gerkin Protocol)	\$175.00
Treadmill – Exercise Stress Test (Maximal Bruce Protocol)	\$1,200.00
Treadmill – WFI Protocol	\$175.00
Exercise EKG With O2 Consumption	\$200.00
ECG, Tracing	\$65.00

ECG, Report	\$25.00
Complete Echo Doppler	\$1,250.00
Complete Echo 2-d M-Mode	\$675.00
Stress Echo, Exercise Stress	\$1,600.00
Stress Echo, Tracing Only, Without Interpretation and Report	\$650.00
Stress Echo, Interpretation and Report	\$1,975.00
Holter Monitor, 24 HR Recording	\$250.00
Holter Monitor, 24 HR Monitor-scan	\$250.00
HEARING	
Audiogram	\$35.00
Audiology Evaluation Follow-up	\$250.00
Audiometry	\$35.00
IMMUNIZATIONS & DISEASE SCREENING	
Gamma Globulin Injection	\$581.70
Hepatitis A Vaccine (One Dose)	\$116.00
Hepatitis B Vaccine Series of 3	\$61.00
Hepatitis B Vaccine Booster	\$61.00
Hepatitis B Immune Globulin Injection 5ml	\$1,374.00
Hepatitis B Immune Globulin Injection 1ml	\$427.00
Hepatitis B Surface Antibody Test	\$65.35
Hepatitis C Antibody Test	\$42.00
HIV Antibody Test	\$75.30
Influenza Vaccine	\$42.00
Measles, Mumps & Rubella (MMR) Vaccine	\$112.00
Polio Vaccine	\$54.00
Testosterone (Total & Free)	\$100.00
Tetanus/Diphtheria Vaccination	\$35.00
Tetanus/Diphtheria & Pertussis (Tdap) Vaccination	\$57.00
Tetanus Toxoid Vaccination	\$29.00
Tuberculosis Skin Test (PPD)	\$32.00
Twinrix Vaccine	\$167.45
Varicella Titer	\$40.00
Varicella Vaccine	\$167.45
MUSCULOSKELETAL	
Back Motion Test	\$50.00
Range of Motion Test	\$75.00
LAB	
Alcohol Test (Urine)	\$24.75
Blood Draw	\$16.50
Blood Lead	\$65.00

Comprehensive Metabolic Panel	\$13.75
CBC With Differential	\$8.75
Cholinestrase RBC	\$167.45
Cholinestrase Plasma	\$91.50
Cholesterol Panel	\$13.25
Direct Bilirubin	Incl in CMP
Drug Test Only (Urine)	Variable
Drug and Alcohol Test (Urine)	Variable
Heavy Metals – Urine Test	\$385.50
Hemoccult Slide	\$32.00
Hepatitis C Antibody Test	\$41.00
HIV Antibody Test	\$55.75
Liver Function Test	\$14.25
Lipid Panel	\$12.50
Prostate Specific Antigen (PSA)	\$20.50
Pregnancy Test (Urine)	\$10.50
Pap Test	\$275.00
Rectal Exam and Occult Blood	\$25.00
Stool for Occult Blood	\$25.00
Urinalysis (Dipstick)	\$15.00
Urinalysis (Microscopic)	\$10.25
Zinc Protoporphyrin	\$83.00
LUNGS	
Spirometry	\$75.00
OCCUPATIONAL EXPOSURES	
Blood and Body Exposure Evaluation	Variable
TREADMILL	
Treadmill/Cardiac Stress Test	\$1200.00
VISION	
Visual Screening (Snellen chart)	\$27.00
Visual Screening (Titmus)	\$75.00
X-RAY	
Ankle	\$155.00
Any single view	\$155.00
Chest (L & R Oblique)	\$210.00
Chest (PA)	\$155.00
Chest (PA & Lateral)	\$210.00
Chest Shoulder	\$155.00
Elbow	\$155.00

Knee (weight bearing)	\$250.00
Lumbosacral spine (PA & Lateral)	\$75.00
Bilateral Screening Mammogram	\$375.00
3D Screening Mammogram	\$475.00
Wrist	\$155.00

***Cancellations are as follows:**

No-Show - Late Cancel (Unexcused)

- Cancellation with less than 48-hours' notice. This slot will not be counted as a "No-Show/Late Cancel" if the slot can be filled by the OCFA WEFIT coordinator, with another OCFA client
- When a participant arrives for their scheduled appointment too late to allow for the WEFIT exam to occur

No-Show - Emergency Activities (Excused)

- If weather, fire conditions, or a major emergency (e.g., flood watch, red flag warnings, regional fires, major equipment or apparatus failure, earthquakes or similar hazard) occurs, then cancellation of all unnecessary activities may be required as OCFA's primary mission is to provide optimum emergency services
- OCFA will inform Provider of these emergencies as soon as possible

No-Show - Other (Excused)

- Individuals, who have gone on Worker's Compensation leave between the time that the WEFIT appointment is scheduled and the actual appointment, will be identified. OCFA (via the supervisor, WEFIT Coordinator or Risk Management Personnel) will inform Provider of these Worker's Compensation cases, and OCFA will not be charged for these appointments
- Similarly, if an individual misses an appointment due to sick leave, then OCFA will verify the sick leave during the verification process. OCFA will inform Provider of this sick leave and will not be charged for these appointments.

At the conclusion of each scheduled WEFIT exam day, the Provider will notify the OCFA WEFIT Coordinator of names of "No-Show / Late Cancel". The Provider will provide the WEFIT Coordinator documentation that will assist and support the evaluation of the "No-Show / Late Cancel" rates.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 23, 2023

Agenda Item No. 2H
Consent Calendar

**Amendment of Professional Services Agreement for
Occupational Medical Services**

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief Human Resources Department	stephanieholloman@ocfa.org	714.573.6353
Rhonda Haynes, Risk Manager Human Resources Department	rhondahaynes@ocfa.org	714.573.6833
Duke Steppe, Human Resources Manager Human Resources Department	dukesteppe@ocfa.org	714.573.6807

Summary

This agenda item is submitted for approval to extend the previously approved Professional Services Agreements with The Regents of the University of California UCI University Physicians & Surgeons Center for Occupational and Environmental Health (UCI COEH) for occupational medical services for three years plus two optional one-year renewals in an amount not to exceed \$300,000 annually.

Prior Board/Committee Action

At its February 22, 2018 meeting, the Executive Committee approved a contract with UCI COEH for occupational medical services.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to extend the Professional Services Agreements with UCI COEH for three years plus two optional one-year renewals in an amount not to exceed \$300,000 annually.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the FY 2022/23 General Fund Budget, specifically in the Human Resources Department budget for services and supplies.

Background

The OCFA has contracted with UCI COEH for occupational medical services since 1999. Human Resources utilizes this contract for pre-employment, return to work, and fitness for duty medical examinations.

Contract Award

On June 13, 2017, RFP DC2193 was issued to establish a contract for occupational medical services. The proposals of these firms were evaluated and interviews were conducted for the top

two firms. Upon completion of a comprehensive interview, UCI was selected as the top vendor. For over 24 years, OCFA has partnered with UCI to provide physical examinations and other occupational health services, consultation and testing for pre-employment, drug and alcohol screening, as well as other as-needed medical tests, examinations, and services. With a highly experienced team of medical professionals and quality, state of the art, and cost-effective medical facilities and services, UCI was deemed well qualified to continue responding to the health and wellness needs of the OCFA.

Current Request

UCI COEH continues to complete the high volume of pre-employment physicals for both safety and non-safety recruits at a cost-effective price. On average, UCI COEH completes 250 safety (firefighter, hand crew firefighter, reserve firefighter, fire pilot, etc.) and 40 non-safety physicals each year. This includes the coordination of 75 candidates at a time for pre-academy physicals.

In addition, UCI provides OCFA's Return to Work, Fitness for Duties, and other medical evaluations necessary to determine the fitness of OCFA employees following a non-industrial injury or illness or complicated medical condition. UCI has a medical history of OCFA employees due to their relationship as a past WEFIT provider which makes them an appropriate medical partner.

Therefore, based on the excellent quality of service provided by UCI, including its commitment to high volume processing of pre-employment physicals, Human Resources recommends the extension of the Professional Services Agreement with UCI.

Recommendation

For continued medical services, staff recommends approval to extend the current blanket order contract with UCI COEH to renew for up to an additional five years in an amount not to exceed \$300,000 per year for a total five-year aggregate amount not to exceed \$1,500,000.

Attachment(s)

Proposed Amendment Three to the Professional Services Agreement

Attachment

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER THREE
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Three") is made and entered into this 28th day of February 2023, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and The Regents of the University of California, as described in Article IX, Section 9 of the California Constitution, on behalf of UCI University Physicians & Surgeons, Center for Occupational and Environmental Health, hereinafter referred to as "Firm". OCFA and Firm are sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement on the 22nd day of February 2018 ("Agreement"), for occupational medical services as described in RFP DC2193; and,

WHEREAS, OCFA and Firm entered into that certain Amendment Number One to Professional Services Agreement ("Amendment One") on February 24, 2021 to extend the term of the Agreement through February 28, 2022; and

WHEREAS, OCFA and Firm entered into that certain Amendment Number Two to Professional Services Agreement on February 28, 2022 ("Amendment Two") to extend the term of the Agreement through February 28, 2023; and

WHEREAS, the Original Agreement, Amendment One and Amendment Two are collectively referred to herein as the "Agreement"; and

WHEREAS, OCFA and the Firm desire to amend the Agreement to extend the contract term.

AGREEMENT

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

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

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

"Section 4.4 Term"

This Agreement shall continue in full force and effect for three years through February 28, 2026, unless earlier terminated in accordance with Section 8.5 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual written agreement between OCFA and the Firm.

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

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

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Sara Kennedy, CPPB
Purchasing & Materials Manager

"FIRM"

**UCI UNIVERSITY PHYSICIANS &
SURGEONS, CENTER FOR
OCCUPATIONAL AND
ENVIRONMENTAL HEALTH**

Date: February 2, 2023 _____

By: *Chad T. Lefteris* _____
Chad Lefteris
Chief Executive Officer



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 23, 2023

Agenda Item No. 2I
Consent Calendar

**Blanket Order Extension for
“EZ-IO” Intraosseous (Bone Marrow) Infusion Systems**

Contact(s) for Further Information

Rob Capobianco, Assistant Chief robcapobianco@ocfa.org 714.573.6008
Emergency Medical Services & Training Department

Paul Whittaker, Battalion Chief paulwhittaker@ocfa.org 714.573.6071
Emergency Medical Services Department

Summary

This item is submitted for approval to extend the previously approved blanket order with Teleflex, Inc. (Teleflex) for the purchase of EZ-IO intraosseous infusion systems for a one-year period through January 31, 2024 and to increase the contract amount by \$50,000 to an amount not to exceed \$200,000. The one-year extension will allow for the completion of a formal RFP process to procure and implement a potentially new intraosseous medication delivery system.

Prior Board/Committee Action(s)

At its July 17, 2014, meeting, the Executive Committee approved a three-year sole source blanket order contract extension with Arrow International (Vidacare at the time) in an amount not to exceed \$70,000 per year.

At its August 24, 2017, meeting, the Executive Committee approved an increase and a two-year sole source blanket order contract extension with Teleflex, Inc. (Arrow International at the time) in an amount not to exceed \$150,000 per year.

At its November 21, 2019, meeting, the Executive Committee approved the three-year extension of the sole source blanket order contract with Teleflex, Inc. in an amount not to exceed \$150,000 annually (\$450,000 aggregate).

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to extend the previously approved Blanket Order contract with Teleflex, Inc. for the purchase of EZ-IO systems and accessories for a one-year period through January 24, 2024 and to increase the contract by \$50,000 to an amount not to exceed \$200,000.

Impact to Cities/County

Not Applicable

Fiscal Impact

Funding is available in the FY 2022/23 General Fund (121) Budget.

Background

“EZ-IO” Intraosseous Infusion System

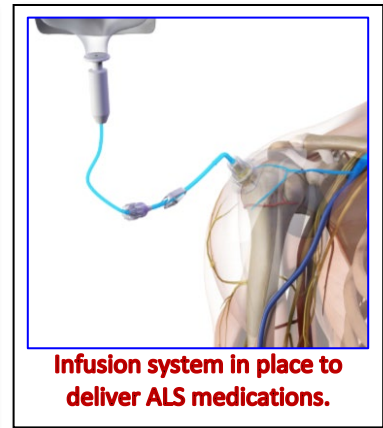
The EZ-IO infusion system is an Orange County Emergency Medical Services approved alternative for medication and fluid administration through the marrow of a bone during the delivery of advanced life support (ALS) care when intravenous access isn't obtainable. Intraosseous infusion provides a rapid, safe method of administration that is most commonly used in critical patients when immediate access is imperative, such as in cardiac arrest patients. Unlike establishing an I.V., which requires finding an accessible vein and then successfully cannulating, intraosseous access is rapidly obtained using the specialized needle system, entering the medullary cavity (marrow space, see insets).



EZ-IO and components.



EZ-IO drills through the tissue into the medullary cavity.



Infusion system in place to deliver ALS medications.

The Authority has used the EZ-IO system since July of 2010 when the procedure was implemented. At the time, EZ-IO products were available through multiple distributors, however in January of 2011 staff was notified that the manufacturer would only sell direct moving forward, making these purchases a “Sole Source”.

Current Request

OCFA paramedics have become increasingly proficient and comfortable with the procedure since its introduction, resulting in exponential growth in the use of the EZ-IO system in the interest of exceptional patient care. Because of this increased usage, along with an increase in the purchase of the related intraosseous equipment due to cyclical expiration, staff is requesting an increase to the contract amount.

Since the time of initial purchase in 2010, staff has become aware of additional IO delivery systems that have been developed and introduced to the market. These systems are not interoperable with OCFA's current equipment, and a potential change in IO device would require an involved deployment program inclusive of a wholesale change of equipment and training of all safety personnel on proper use of the equipment. In an effort to ensure OCFA is utilizing the best value technology for our patients, staff is currently working to develop and issue a competitive Request for Proposals to identify the best intraosseous medication delivery system for OCFA.

Recommendation

Staff is recommending approval to authorize the Purchasing Manager to extend the Blanket Order contract for one additional year at an amount not to exceed \$200,000. This extension is requested to allow for flexibility in the timing of the RFP process and the purchase of adequate quantities of intraosseous equipment, which tend to expire cyclically.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 23, 2023

Agenda Item No. 3A
Discussion Calendar

Board Member Requested Item:
Address Attendance During Board Meetings

Contact(s) for Further Information

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Summary

At the request of Immediate Past Chair Michele Steggell (La Palma) and as approved by the Board of Directors at its October 27, 2022 Meeting, this agenda item is being referred to the Executive Committee for further discussion regarding Board of Director attendance.

Prior Board/Committee Action

On October 27, 2022, the Board of Directors directed staff to refer this item to the Executive Committee for further discussion by a vote of 13-8 (Directors Lumbard, Sachs, Rains, Sedgwick, O'Neill, Viczorek, Bartlett, Wagner opposed, and Directors Bourne, Lopez, Hasselbrink, and Park absent).

RECOMMENDED ACTION(S)

Pleasure of the Committee.

Impact to Cities/County

Not Applicable.

Fiscal Impact

There are no fiscal impacts associated with this recommended action.

Background

Immediate Past Chair Michele Steggell requested that a staff report be prepared to introduce a discussion regarding Board of Directors attendance during meetings. During the October 27, 2022 Board of Directors Meeting, the Board voted to refer the item to the Executive Committee for further discussion.

The Orange County Fire Authority Joint Powers Agreement nor the Rules of Decorum address Board of Director attendance. However, the OCFA Board may establish a policy to address attendance.

Attachment(s)

None.