



# ORANGE COUNTY FIRE AUTHORITY AGENDA

## EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, April 27, 2023  
5:30 P.M.

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

Vince Rossini, Chair • John O'Neill, Vice Chair  
Dave Shawver • Shelley Hasselbrink • Donald P. Wagner  
Noel Hatch • Mark Tettemer • Phil Bacerra • Gene Hernandez  
Ex Officio Member - Dennis Wilberg, Mission Viejo

### NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

This meeting is open to the public. Committee members will participate in person. There are several alternative ways to make comments including:

**In Person Comments at Meeting:** Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Committee on items within their subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Committee and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

If you wish to speak, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to item being considered. Speaker Forms are available at the entryway of meeting location.

**E-Comments:** Alternatively, you may email your written comments to [coa@ocfa.org](mailto: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.

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>



In compliance with the Americans with Disabilities Act and [Board of Directors policy](#), if you need reasonable accommodations to participate in this meeting, please complete the [ADA Reasonable Accommodation Form](#) available on the Agency's website and email to [COA@ocfa.org](mailto:COA@ocfa.org), or you may contact the Clerk of the Authority at (714) 573-6040 during regular business hours to submit your request orally. Please notify us at least 48 hours prior to the meeting to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

**CALL TO ORDER** by Chair Rossini

**INVOCATION** by OCFA Chaplain Harry Robinson

**PLEDGE OF ALLEGIANCE** by Director Tettermer

**ROLL CALL** by Clerk of the Authority

**REPORT**

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

**B. Quarterly CIP Update**

**PUBLIC COMMENTS**

**Please refer to instructions on how to submit a public comment 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 show that any Director not in attendance at the meeting of the Minutes will be registered as an abstention, unless otherwise indicated.

Recommended Action:

Approve the Minutes for the March 23, 2023, Regular 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 April 12, 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 6-0 (Directors Nguyen, Gabbard and Bourne absent).

Recommended Action:

Receive and file the reports.

**C. Contract Award for a Staffing & Timekeeping Application Needs Assessment**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and Authorize the Purchasing Manager to enter into a Professional Services Agreement with Gartner, Inc. for a Staffing and Timekeeping Applications Needs Assessment for an amount not to exceed \$295,000.

**D. Amendment of Professional Services Agreement for Staffing and Timekeeping Application Support Services**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the Professional Services Agreement with Information Management Technologies for one year in an amount not to exceed \$465,000.

**E. Blanket Order Extension for Firefighting Helmets**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Russ Snider, Service Center Supervisor

Recommended Action:

Approve and authorize the Purchasing Manager to extend the previously approved Blanket Order contract with Allstar Fire Equipment for the purchase of Phenix First Due firefighting helmets for a one-year period through June 30, 2024, and to increase the contract by \$52,600, to an amount not to exceed \$142,600 annually.

**F. Blanket Order Extension for Automatic Medication Distribution Stations**

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 CareFusion Corporation for the rental and maintenance of custom automatic pharmaceutical dispensing cabinets for a one-year period through April 30, 2024 and to increase the contract by \$8,088.79 per month to an amount not to exceed \$97,065.48.

**G. Blanket Order for San Bernardino Regional Emergency Training Center**

Submitted by: Tim Perkins, Assistant Chief/Field Operations South and Nick Freeman, Division Chief/Division 2

Recommended Action:

Approve and authorize the Purchasing Manager to issue a blanket order to San Bernardino Regional Emergency Training Center for an annual amount not to exceed \$60,000 (\$300,000 aggregate for a five-year term).

**3. DISCUSSION CALENDAR**

None

**COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, May 25, 2023 at 5:30 p.m.

**AFFIDAVIT OF POSTING**

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

\_\_\_\_\_  
Maria D. Huizar, CMC  
Clerk of the Authority

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

- Monthly Investment Report
- Agreement for Professional Labor Negotiation Services
- 3<sup>rd</sup> Quarter Financial Newsletter
- 3<sup>rd</sup> Quarter Purchasing Report
- Annual Workers Compensation and General Liability Insurance
- Quarterly CIP Update

**UPCOMING MEETINGS:**

Human Resources Committee  
Operations Committee  
Budget and Finance Committee  
Executive Committee  
Board of Directors

Tuesday, May 2, 2023, 12 noon  
Tuesday, May 9, 2023, 12 noon  
Wednesday, May 10, 2023, 12 noon  
Thursday, May 25, 2023, 5:30 p.m.  
Thursday, May 25, 2023, 6:00 p.m.



# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Executive Committee Regular Meeting  
Thursday, March 23, 2023  
5:30 P.M.**

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

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## **CALL TO ORDER**

Chair Rains called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:33 p.m. on March 23, 2023.

## **INVOCATION**

The Invocation was led by Senior Chaplain Dave Keehn.

## **PLEDGE OF ALLEGIANCE**

Director Bacerra led the assembly in the Pledge of Allegiance.

## **ROLL CALL**

**Present:** Vince Rossini, Villa Park, Vice Chair  
Phil Bacerra, Santa Ana  
Shelley Hasselbrink, Los Alamitos  
Noel Hatch, Laguna Woods  
John O'Neill, Garden Grove  
Dave Shawver, Stanton  
Mark Tettemer, Lake Forest

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

## **Also present were:**

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

Deputy Chief TJ McGovern  
Assistant Chief Jim Ruane  
Assistant Chief Stephanie Holloman  
Assistant Chief Tim Perkins  
Clerk of the Authority Maria D. Huizar

## **REPORT**

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

Budget and Finance Chair John O'Neill reported at its March 8, 2023, meeting, the Committee reviewed and recommended forwarding the Monthly Investment Reports to the Executive Committee to receive and file the reports.

## **PUBLIC COMMENTS**

None.

### **1. PRESENTATIONS**

No items.

### **2. CONSENT CALENDAR**

On motion of Director Tettemer and second by Director O'Neill, and with a vote by acclamation, approved 7-0 Agenda Item Nos. 2A-2B (Director Wagner absent).

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

Action: Approve the Minutes for the February 23, 2023, Regular Meeting as submitted.

### **B. Monthly Investment Reports (FILE 11.10D2)**

On March 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 6-0 (Directors Rossini, Gabbard, and Lumbard absent).

Action: Receive and file the reports.

### **3. DISCUSSION CALENDAR**

None.

## **COMMITTEE MEMBER COMMENTS**

None.

**ADJOURNMENT** – Vice Chair Rossini adjourned the meeting at 5:37 p.m. The next meeting will be a Regular Meeting of the Executive Committee on Thursday, April 27, 2023, at 5:30 p.m.

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Maria D. Huizar, CMC  
Clerk of the Authority



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

**Executive Committee Meeting**  
**April 27, 2023**

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

**Monthly Investment Reports**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012
Tricia Jakubiak, Treasurer Treasury & Financial Planning	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
James Slobojan, Assistant Treasurer Treasury & Financial Planning	<a href="mailto:jamesjslobojan@ocfa.org">jamesjslobojan@ocfa.org</a>	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 April 12, 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 6-0 (Directors Nguyen, Gabbard and Bourne absent).

**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 February 28, 2023. A preliminary investment report as of March 24, 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 – February 2023/Preliminary Report – March 2023

# ***Orange County Fire Authority Monthly Investment Report***



***Final Report – February 2023***

***Preliminary Report – March 2023***



## ***Monthly Investment Report Table of Contents***

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***Orange County Fire Authority***

***Final Investment Report***

***February 28, 2023***



## **EXECUTIVE SUMMARY**

### ***Portfolio Activity & Earnings***

During the month of February 2023, the size of the portfolio decreased by approximately \$24 million to \$204.2 million. Receipts for the month totaled approximately \$9.5 million. Significant receipts included property tax apportionment payments totaling approximately \$1.6 million, cash contract payments totaling nearly \$6 million, and various grant reimbursement payments and charges for current services totaling \$1.9 million. Total February cash outflows amounted to approximately \$34.7 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$30 million. The portfolio's balance is expected to increase in March.

In February, the portfolio's yield to maturity (365-day equivalent) decreased by 1 basis point to 2.43%. The effective rate of return decreased by 5 basis points to 2.42% for the month, while the average maturity of the portfolio remained at 29 days to maturity.

### ***Economic News***

Employment conditions continued to outperform expectations; nonfarm payroll employment rose by 311,000 in February, stronger than expected. The unemployment rate rose slightly to 3.6%, showing little movement over the past 12 months. Notable job gains were led by leisure and hospitality, retail, government, and health care. Retail sales fell 0.4% in February from the previous month. February's decline was led by motor vehicle purchases, followed by furniture store sales, and then clothing outlets. U.S. Consumer confidence decreased in February for the second consecutive month, an indication that consumers may be showing early signs of pulling back on spending as prices remain high and interest rates continue to rise.

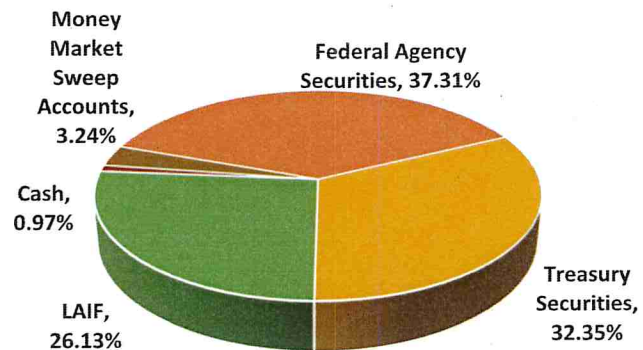
The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 4.6% for the year while prices unexpectedly dipped 0.1% for the month of February. Much of the decline was attributed to the steep drop in the price of eggs. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. The Consumer Price Index (CPI) rose 0.4% in February and 6% compared to last year, in line with expectations though remaining higher than the Federal Reserve's 2% target. Shelter costs accounted for over 70% of the monthly increase followed by food, recreation, and household furnishings. Sales of previously owned homes rose 14.5% in February compared with January, marking the first monthly gain in 12 months. Higher mortgage rates have weighed on home prices and, for the first time since 2012, a record 131 consecutive months, median home prices were lower on a year-over-year comparison. After raising the Federal Funds rate at its February 1 meeting by 0.25%, the Federal Reserve next met on March 22, 2023, and raised the Federal Funds rate by 0.25% to a target range of 4.75% - 5.00%. While expressing caution about the recent developments in the banking sector, the Federal Reserve commented that they forecast just one more rate hike in 2023; there are six meetings left in 2023. They will meet next on May 3, 2023.



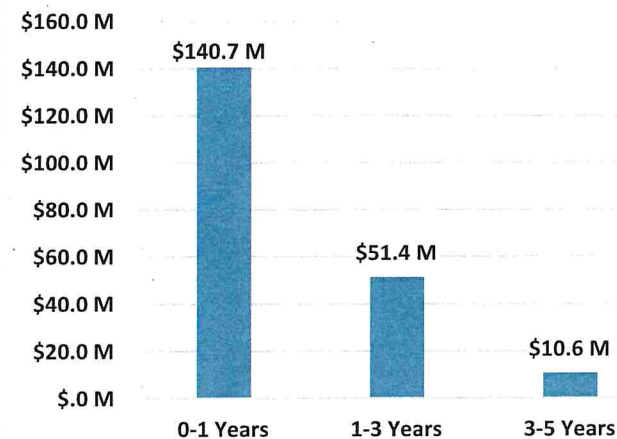


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AS OF FEBRUARY 28, 2023

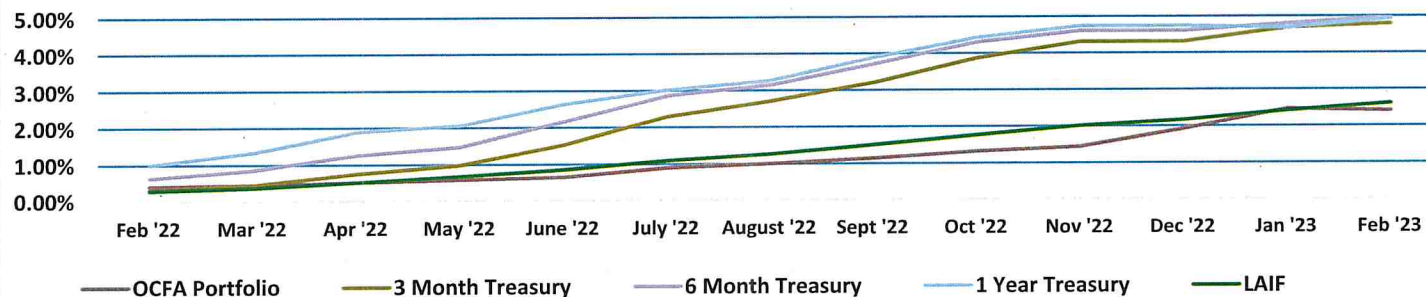
Market Value \$202,791,784



Aging Summary



12 Month Benchmarks







**BENCHMARK COMPARISON AS OF FEBRUARY 28, 2023**

3 Month T-Bill: 4.79%

1 Year T-Bill: 4.93%

6 Month T-Bill: 4.97%

LAIF: 2.62%

OCFA Portfolio: 2.42%

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value	\$204,250,187	\$228,239,936	\$143,937,194
Yield to Maturity (365 day)	2.43%	2.44%	0.42%
Effective Rate of Return	2.42%	2.47%	0.41%
Days to Maturity	29	29	21



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**February 28, 2023**

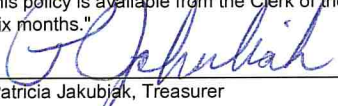
Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, CA 92602  
 (714)573-6301

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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	6,561,896.16	6,561,896.16	6,561,896.16	3.16	1	1	4.122	4.179	
Federal Agency Coupon Securities	81,450,000.00	75,663,589.15	81,451,504.95	39.23	1,318	34	0.552	0.559	
Treasury Coupon Securities	14,000,000.00	13,963,180.00	13,970,739.41	6.73	99	30	3.995	4.050	
Treasury Discounts -Amortizing	52,000,000.00	51,634,180.00	51,647,780.01	24.87	99	55	4.439	4.500	
Local Agency Investment Funds	54,000,000.00	52,995,019.93	54,000,000.00	26.01	1	1	2.588	2.624	
	<b>208,011,896.16</b>	<b>200,817,865.24</b>	<b>207,631,920.53</b>	<b>100.00%</b>	<b>549</b>	<b>29</b>	<b>2.393</b>	<b>2.426</b>	
<b>Investments</b>									
<b>Cash and Accrued Interest</b>									
Passbook/Checking (not included in yield calculations)	1,926,034.16	1,926,034.16	1,926,034.16		1	1	0.000	0.000	
Accrued Interest at Purchase		47,884.62	47,884.62						
Subtotal		1,973,918.78	1,973,918.78						
<b>Total Cash and Investments</b>	<b>209,937,930.32</b>	<b>202,791,784.02</b>	<b>209,605,839.31</b>		<b>549</b>	<b>29</b>	<b>2.393</b>	<b>2.426</b>	

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	397,618.14	1,982,110.46
<b>Average Daily Balance</b>	<b>214,333,926.05</b>	<b>178,968,953.94</b>
<b>Effective Rate of Return</b>	<b>2.42%</b>	<b>1.66%</b>

"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."

 3/3/23  
 Patricia Jakubiak, Treasurer

<b>Cash and Investments with GASB 31 Adjustment:</b>	
Book Value of Cash & Investments before GASB 31 (Above)	\$ 209,605,839.31
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,355,652.25)
<b>Total</b>	<b>\$ 204,250,187.06</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**February 28, 2023**

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS1042	1042	US Bank - Treasury Obligations			1,554,474.79	1,554,474.79	1,554,474.79	4.433	4.433	1	
SYS528	528	MUFG Treasury Obligations		07/01/2022	5,007,421.37	5,007,421.37	5,007,421.37	4.100	4.100	1	
<b>Subtotal and Average</b>			<b>6,824,492.85</b>		<b>6,561,896.16</b>	<b>6,561,896.16</b>	<b>6,561,896.16</b>		<b>4.179</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,601,000.00	14,000,000.00	0.190	0.190	0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 3/21/2023)		04/22/2021	3,000,000.00	2,739,390.00	3,001,504.95	0.710	0.661	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	10,951,680.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 3/30/2023)		03/30/2021	8,000,000.00	7,435,680.00	8,000,000.00	0.550	0.550	29	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 4/08/2023)		04/22/2021	9,435,000.00	8,938,530.30	9,435,000.00	0.375	0.375	38	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 4/23/2023)		04/23/2021	11,015,000.00	10,206,388.85	11,015,000.00	0.520	0.520	53	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 4/29/2023)		04/29/2021	12,000,000.00	10,652,040.00	12,000,000.00	1.000	1.000	59	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2023)		05/11/2021	12,000,000.00	11,138,880.00	12,000,000.00	0.550	0.550	71	10/11/2024
<b>Subtotal and Average</b>			<b>81,451,535.11</b>		<b>81,450,000.00</b>	<b>75,663,589.15</b>	<b>81,451,504.95</b>		<b>0.559</b>	<b>34</b>	
<b>Federal Agency Disc. -Amortizing</b>											
<b>Subtotal and Average</b>			<b>999,943.89</b>								
<b>Treasury Coupon Securities</b>											
912828Q29	1065	Treasury Note		12/22/2022	14,000,000.00	13,963,180.00	13,970,739.41	1.500	4.050	30	03/31/2023
<b>Subtotal and Average</b>			<b>13,957,572.14</b>		<b>14,000,000.00</b>	<b>13,963,180.00</b>	<b>13,970,739.41</b>		<b>4.050</b>	<b>30</b>	
<b>Treasury Discounts -Amortizing</b>											
912796YU7	1063	US Treasury Bill		12/22/2022	14,000,000.00	13,925,380.00	13,932,776.67	4.020	4.185	43	04/13/2023
912796YB9	1066	US Treasury Bill		01/05/2023	12,000,000.00	11,998,560.00	11,998,603.33	4.190	4.335	1	03/02/2023
912796ZE2	1067	US Treasury Bill		01/19/2023	12,000,000.00	11,889,720.00	11,893,500.00	4.500	4.692	71	05/11/2023
912796ZP7	1068	US Treasury Bill		02/16/2023	14,000,000.00	13,820,520.00	13,822,900.01	4.600	4.797	99	06/08/2023
<b>Subtotal and Average</b>			<b>51,671,810.63</b>		<b>52,000,000.00</b>	<b>51,634,180.00</b>	<b>51,647,780.01</b>		<b>4.500</b>	<b>55</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			54,000,000.00	52,995,019.93	54,000,000.00	2.624	2.624	1	
<b>Subtotal and Average</b>			<b>59,428,571.43</b>		<b>54,000,000.00</b>	<b>52,995,019.93</b>	<b>54,000,000.00</b>		<b>2.624</b>	<b>1</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**February 28, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2022	1,906,034.16	1,906,034.16	1,906,034.16		0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		<u>47,884.62</u>	<u>47,884.62</u>			<b>1</b>
				Subtotal		<u>1,973,918.78</u>	<u>1,973,918.78</u>			
<b>Total Cash and Investments</b>			<b>214,333,926.05</b>		<b>209,937,930.32</b>	<b>202,791,784.02</b>	<b>209,605,839.31</b>		<b>2.426</b>	<b>29</b>

Orange County Fire Authority

In Service of Others!



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of March 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	( 03/01/2023 - 03/01/2023 )	5 Maturities	0 Payments	62,487,930.32	30.33%	62,487,930.32	61,482,950.25
Aging Interval: 1 - 30 days	( 03/02/2023 - 03/31/2023 )	2 Maturities	0 Payments	26,000,000.00	12.81%	25,969,342.74	25,961,740.00
Aging Interval: 31 - 60 days	( 04/01/2023 - 04/30/2023 )	1 Maturities	0 Payments	14,000,000.00	6.87%	13,932,776.67	13,925,380.00
Aging Interval: 61 - 90 days	( 05/01/2023 - 05/30/2023 )	1 Maturities	0 Payments	12,000,000.00	5.86%	11,893,500.00	11,889,720.00
Aging Interval: 91 - 120 days	( 05/31/2023 - 06/29/2023 )	1 Maturities	0 Payments	14,000,000.00	6.82%	13,822,900.01	13,820,520.00
Aging Interval: 121 - 365 days	( 06/30/2023 - 02/29/2024 )	1 Maturities	0 Payments	14,000,000.00	6.71%	14,000,000.00	13,601,000.00
Aging Interval: 366 - 1095 days	( 03/01/2024 - 02/28/2026 )	6 Maturities	0 Payments	55,450,000.00	25.36%	55,451,504.95	51,410,549.15
Aging Interval: 1096 days and after	( 03/01/2026 - )	1 Maturities	0 Payments	12,000,000.00	5.25%	12,000,000.00	10,652,040.00
Total for		18 Investments	0 Payments		100.00	209,557,954.69	202,743,899.40





**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 February 28, 2023, OCFA has \$54,000,000 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 \$52,995,019.93 or \$1,004,980.07 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 February 28, 2023 is included on the following page.







***Orange County Fire Authority***

***Preliminary Investment Report***

***March 24, 2023***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**March 24, 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	21,230,208.48	21,230,208.48	21,230,208.48	9.51	1	1	4.071	4.127
Federal Agency Coupon Securities	81,450,000.00	76,946,100.50	81,451,458.04	36.48	1,318	21	0.558	0.566
Federal Agency Disc. -Amortizing	12,000,000.00	11,866,560.00	11,857,451.56	5.31	112	89	4.946	5.014
Treasury Coupon Securities	14,000,000.00	13,995,940.00	13,994,147.88	6.27	99	6	3.995	4.050
Treasury Discounts -Amortizing	40,000,000.00	39,785,360.00	39,765,630.01	17.81	112	47	4.488	4.550
Local Agency Investment Funds	55,000,000.00	53,976,409.19	55,000,000.00	24.63	1	1	2.588	2.624
	<b>223,680,208.48</b>	<b>217,800,578.17</b>	<b>223,298,895.97</b>	<b>100.00%</b>	<b>513</b>	<b>22</b>	<b>2.540</b>	<b>2.576</b>
<b>Investments</b>								
<b>Cash and Accrued Interest</b>								
Passbook/Checking	785,883.87	785,883.87	785,883.87		1	1	0.000	0.000
(not included in yield calculations)								
Accrued Interest at Purchase		47,884.62	47,884.62					
Subtotal		833,768.49	833,768.49					
<b>Total Cash and Investments</b>	<b>224,466,092.35</b>	<b>218,634,346.66</b>	<b>224,132,664.46</b>		<b>513</b>	<b>22</b>	<b>2.540</b>	<b>2.576</b>

Total Earnings	March 24 Month Ending	Fiscal Year To Date
Current Year	347,779.26	2,329,889.72
<b>Average Daily Balance</b>	<b>212,625,786.05</b>	<b>181,994,287.17</b>
<b>Effective Rate of Return</b>	<b>2.49%</b>	<b>1.75%</b>

"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)	\$ 224,132,664.46
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,355,652.25)
<b>Total</b>	<b>\$ 218,777,012.21</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**March 24, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS1042	1042	US Bank - Treasury Obligations			1,752,069.08	1,752,069.08	1,752,069.08	4.433	4.433	1	
SYS528	528	MUFG Treasury Obligations		07/01/2022	19,478,139.40	19,478,139.40	19,478,139.40	4.100	4.100	1	
<b>Subtotal and Average</b>			<b>17,843,371.26</b>		<b>21,230,208.48</b>	<b>21,230,208.48</b>	<b>21,230,208.48</b>		<b>4.127</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EMLE0	1020	Federal Farm Credit Bank		12/23/2020	14,000,000.00	13,689,060.00	14,000,000.00	0.190	0.230	7	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank		04/22/2021	3,000,000.00	2,800,290.00	3,001,458.04	0.710	0.663	27	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank		04/28/2021	12,000,000.00	11,197,080.00	12,000,000.00	0.720	0.720	7	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank		03/30/2021	8,000,000.00	7,560,640.00	8,000,000.00	0.550	0.550	5	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank		04/22/2021	9,435,000.00	9,047,787.60	9,435,000.00	0.375	0.375	14	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank		04/23/2021	11,015,000.00	10,385,602.90	11,015,000.00	0.520	0.520	29	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank		04/29/2021	12,000,000.00	10,935,600.00	12,000,000.00	1.000	1.000	35	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank		05/11/2021	12,000,000.00	11,330,040.00	12,000,000.00	0.550	0.550	47	10/11/2024
<b>Subtotal and Average</b>			<b>81,451,480.52</b>		<b>81,450,000.00</b>	<b>76,946,100.50</b>	<b>81,451,458.04</b>		<b>0.566</b>	<b>21</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313384HE2	1070	Fed Home Loan Bank		03/02/2023	12,000,000.00	11,866,560.00	11,857,451.56	4.805	5.014	89	06/22/2023
<b>Subtotal and Average</b>			<b>11,346,506.83</b>		<b>12,000,000.00</b>	<b>11,866,560.00</b>	<b>11,857,451.56</b>		<b>5.014</b>	<b>89</b>	
<b>Treasury Coupon Securities</b>											
912828Q29	1065	Treasury Note		12/22/2022	14,000,000.00	13,995,940.00	13,994,147.88	1.500	4.050	6	03/31/2023
<b>Subtotal and Average</b>			<b>13,982,931.32</b>		<b>14,000,000.00</b>	<b>13,995,940.00</b>	<b>13,994,147.88</b>		<b>4.050</b>	<b>6</b>	
<b>Treasury Discounts -Amortizing</b>											
912796YU7	1063	US Treasury Bill		12/22/2022	14,000,000.00	13,977,040.00	13,970,296.67	4.020	4.185	19	04/13/2023
912796ZE2	1067	US Treasury Bill		01/19/2023	12,000,000.00	11,937,120.00	11,929,500.00	4.500	4.692	47	05/11/2023
912796ZP7	1068	US Treasury Bill		02/16/2023	14,000,000.00	13,871,200.00	13,865,833.34	4.600	4.797	75	06/08/2023
<b>Subtotal and Average</b>			<b>40,209,829.46</b>		<b>40,000,000.00</b>	<b>39,785,360.00</b>	<b>39,765,630.01</b>		<b>4.550</b>	<b>47</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			55,000,000.00	53,976,409.19	55,000,000.00	2.624	2.624	1	
<b>Subtotal and Average</b>			<b>47,791,666.67</b>		<b>55,000,000.00</b>	<b>53,976,409.19</b>	<b>55,000,000.00</b>		<b>2.624</b>	<b>1</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**March 24, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
<b>Money Mkt Mutual Funds/Cash</b>										
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	765,883.87	765,883.87	765,883.87		0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		<u>47,884.62</u>	<u>47,884.62</u>			<b>1</b>
				Subtotal		<u>833,768.49</u>	<u>833,768.49</u>			
<b>Total Cash and Investments</b>			<b>212,625,786.05</b>		<b>224,466,092.35</b>	<b>218,634,346.66</b>	<b>224,132,664.46</b>		<b>2.576</b>	<b>22</b>



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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of March 25, 2023**

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

Page 18

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 03/25/2023 - 03/25/2023 )	5 Maturities	0 Payments	77,016,092.35	34.77%	77,016,092.35	75,992,501.54
Aging Interval: 1 - 30 days	( 03/26/2023 - 04/24/2023 )	2 Maturities	0 Payments	28,000,000.00	12.80%	27,964,444.55	27,972,980.00
Aging Interval: 31 - 60 days	( 04/25/2023 - 05/24/2023 )	1 Maturities	0 Payments	12,000,000.00	5.46%	11,929,500.00	11,937,120.00
Aging Interval: 61 - 90 days	( 05/25/2023 - 06/23/2023 )	2 Maturities	0 Payments	26,000,000.00	11.77%	25,723,284.90	25,737,760.00
Aging Interval: 91 - 120 days	( 06/24/2023 - 07/23/2023 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	( 07/24/2023 - 03/24/2024 )	1 Maturities	0 Payments	14,000,000.00	6.26%	14,000,000.00	13,689,060.00
Aging Interval: 366 - 1095 days	( 03/25/2024 - 03/24/2026 )	6 Maturities	0 Payments	55,450,000.00	23.94%	55,451,458.04	52,321,440.50
Aging Interval: 1096 days and after	( 03/25/2026 - )	1 Maturities	0 Payments	12,000,000.00	5.00%	12,000,000.00	10,935,600.00
Total for		18 Investments	0 Payments		100.00	224,084,779.84	218,586,462.04



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2022 includes a decrease of \$965,593.95 to the LAIF investment and a decrease of \$5,355,652.25 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



## GLOSSARY

### INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Yield.** Rate of return on a bond.

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

#### ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
April 27, 2023

Agenda Item No. 2C  
Consent Calendar

**Contract Award for a Staffing & Timekeeping  
Application Needs Assessment**

**Contact(s) for Further Information**

Robert Cortez, Assistant Chief  
Business Services Department

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

714.573.6012

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6028

**Summary**

This agenda item is submitted for approval to enter into a Professional Services Agreement with Gartner, Inc. to perform a needs assessment of OCFA's current Staffing and Timekeeping software applications as staff explore opportunities to enhanced system functionality and business continuity. Gartner is the top-ranked firm resulting from a competitive RFP process.

**Prior Board/Committee Action**

Not applicable.

**RECOMMENDED ACTION(S)**

Approve and Authorize the Purchasing Manager to enter into a Professional Services Agreement with Gartner, Inc. for a Staffing and Timekeeping Applications Needs Assessment for an amount not to exceed \$295,000.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the recommended contracts is available in the FY 2022/23 Logistics Department General Fund budget.

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

**Background**

The Staffing application provides workforce management to ensure that all OCFA fire stations are constantly staffed, consistent with current Memoranda of Understandings and applicable OCFA Standard Operating Procedures (SOP). This software interfaces with the Timekeeping application, which functions to collect and record employee hours as required for the OCFA payroll system to calculate and process employees' pay. These applications are further integrated with other OCFA programs, including RMS and Computer Aided Dispatch. To ensure that OCFA's staffing and timekeeping systems continue to operate reliably, provide the functionality required to meet the

long-term operational and technical needs of the OCFA, including business continuity and system redundancies, staff began the process to engage a third party to conduct a needs assessment.

### ***Request for Proposals***

In July 2022, OCFA solicited competitive proposals (RFP SK2572) to perform a study of these complex systems and their integrations. The scope of the needs assessment also includes recommendations for achieving system technical currency as needed to ensure future compatibility with OCFA's evolving technologies. The OCFA received two proposals in response to the RFP which were evaluated by a panel of functional stakeholders and technology subject matter experts including personnel from: Operations/Manpower, Business Services/Timekeeping-Payroll, and Logistics/Information Technology. The evaluation criteria included: Responsiveness (25 points), Statement of Qualifications (30 points), Project Approach/Customer Service (20 points), and Price (25 points). Brief summaries of the proposal evaluation results are as follows:

#### Gartner, Inc.

Gartner, Inc. demonstrated extensive experience with similar sized fire agencies across the country for the same types of analysis. Gartner has a well-established and favorable cross-industry reputation. The consultant team proposed to be assigned to the project presented a comprehensive project plan, and their intended project manager demonstrated extensive subject matter knowledge and experience. The proposal included utilization of Gartner's highly developed capability and workforce management models, and a review of the current OCFA SOPs as they relate to the functionality of the applications.

#### Think AI, Inc.

The proposal submitted by Think AI, Inc. provided information about the firm's experience, staff and technical resources, however the proposal content generally did not apply to a needs assessment of OCFA's staffing and timekeeping applications, nor did it demonstrate the firm's qualifications pertaining to the project scope of work.

All six panel evaluators ranked Gartner, Inc. highest in the evaluation criteria and for the above discussed reasons, the rankings demonstrated that the proposal submitted by Gartner, Inc. provides the best overall value to OCFA.

### ***Conclusion***

Based on staff's evaluation of the vendor proposals to provide the software application needs assessment, staff recommends approval and authorization to enter into a Professional Services Agreement with Gartner, Inc. in an amount not to exceed \$295,000,

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

Proposed professional services agreement with Gartner, Inc.

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 27<sup>th</sup> day of April, 2023 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Gartner Inc., hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide Staffing Application Needs Assessment Services as requested in RFP SK2572, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated August 25, 2022, incorporated herein by this reference ("Proposal"); and

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

WHEREAS, OCFA desires to retain the services of Firm for the Project.

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) OCFA's RFP2572 (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services,

and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

## **1.2 Compliance with Law**

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

## **1.3 Licenses and Permits**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

## **1.4 Familiarity with Work**

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

## **1.5 Care of Work**

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

## **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

## **1.7 Warranty**

**1.7.1** The OCFA warrants that Firm's use of any materials furnished by the OCFA in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party.

**1.7.2** Firm warrants that the Deliverables, in the form provided to the OCFA, do not infringe any copyright, trademark, trade secret or other right of any third party.

**1.7.3** ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. FIRM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT FIRM BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE STATE.

## **2. TIME FOR COMPLETION**

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

## **3. COMPENSATION OF FIRM**

### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "A," in an amount not to exceed Two Hundred Ninety-five Thousand dollars (\$295,000).

### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Finance Division Manager, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

### **3.3 Changes**

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with



particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

### **3.4 Appropriations**

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

### **4.2 Schedule of Performance**

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

#### **4.4 Term**

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services, but not exceeding one year from the date hereof, unless extended by mutual written agreement between OCFA and the Firm.

### **5. COORDINATION OF WORK**

#### **5.1 Representative of Firm**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Hilda Tourians

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

#### **5.2 Contract Officer**

The Contract Officers shall be Baryic Hunter and Robert Cortez, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officers fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

#### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

**5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make

all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

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

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

## **5.4 Independent Contractor**

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

**5.4.2** Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.6 Employee Retirement System Eligibility Indemnification**

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

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

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance

requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**6.2.1 Professional Liability/Technology Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

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

**6.2.1.2** If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

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

**6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have

no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. If a general aggregate limit applies, the general aggregate limit shall be no less than two million dollars (\$2,000,000.00). Coverage for products and completed operations is required with limits no less than two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this

Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

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

**6.4.1 CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

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

**6.4.1.1.1 Additional Insured Endorsements:** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing.** Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.



**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy

endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any

non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 Insurance for Subconsultants.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

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

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

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

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

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

**6.11.7** Limitation of Liability: Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Firm or its employees, Firm's total liability arising out of this Agreement and the provision of the Services shall be limited to the fees paid by the OCFA under the specific Statement of Work under which such liability arises..

## **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, relating to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged negligent acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement.

Intellectual Property Indemnification: Upon notification of a claim against OCFA alleging any contract Deliverable infringes a copyright, patent or trade secret of any third party, Firm will defend such claim at its expense and will pay any costs or damages that may be finally awarded against OCFA. Firm will not indemnify OCFA however, if the claim of infringement is caused by (1) OCFA's misuse or modification of the Deliverable; (2) OCFA's failure to use corrections or enhancements made available by Firm; (3) OCFA's use of the Deliverable in combination with any product or information not owned or developed by Firm (4) Information direction, specification or materials provided by OCFA. If any Deliverable is, or in Firm's opinion is likely to be, held to be infringing, Firm shall at its expense and option either: (a) procure the right for OCFA to

continue using It, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to OCFA the fees paid for such Deliverable.

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

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

## **7. RECORDS AND REPORTS**

### **7.1 Reports**

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

### **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

### **7.3 Ownership of Documents**

Except as provided in Section 7.5, all project deliverables by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of Its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Firm's business, so long as such excerpts and data do not Identify OCFA by name or contain any of the OCFA's confidential or proprietary

information, and provided further that Firm retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Firm's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property"). Nothing contained in this Agreement shall preclude Firm from rendering services to others or developing work products that are competitive with, or functionally comparable to, the services. Firm shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Firm shall not use or disclose any of OCFA's confidential information. Preexisting Materials: OCFA shall retain its rights in any proprietary material that OCFA supplies to Firm. If the OCFA provides Firm with materials owned or controlled by OCFA or with use of, or access to, such materials, the OCFA grants to Firm all rights and licenses that are necessary for Firm to fulfill its obligations under each Statement of Work. Firm grants to OCFA for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Firm "Preexisting Intellectual Property" embodied in the Deliverables.

#### **7.4 Release of Documents**

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

#### **7.5 Confidential Materials**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

### **8. ENFORCEMENT OF AGREEMENT**

#### **8.1 California Law**

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

## **8.2 Waiver**

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

## **8.3 Rights and Remedies are Cumulative**

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

## **8.4 Legal Action**

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

## **8.5 Termination Prior to Expiration of Term**

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

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

## **8.6 Termination for Default of Firm**

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and



OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

#### **8.7 Attorneys' Fees**

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

### **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

#### **9.1 Non-Liability of OCFA Officers and Employees**

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

#### **9.2 Covenant Against Discrimination**

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

### **10. MISCELLANEOUS PROVISIONS**

#### **10.1 Confidentiality**

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

#### **10.2 Notice**

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

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

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

To Firm:

Gartner, Inc.  
Attention: Scott Lyon  
56 Top Gallant Road  
Stamford, CT 06902

#### **10.2 Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

#### **10.3 Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **10.4 Severability**

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

#### **10.5 Corporate Authority**

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

**[Signatures on Following Page]**

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Manager

**APPROVED AS TO FORM.**

**ATTEST:**

By: David E. Kendig  
David E. Kendig  
General Counsel

\_\_\_\_\_  
Maria D. Huizar  
Clerk of the Board

Date: April 18, 2023

**“FIRM”**

**GARTNER, INC.**

Date: April 14, 2023

By: Scott Lyon  
Scott Lyon  
Director, Legal Affairs

## EXHIBIT “A”

### **A.1 SUPPLIER RESPONSIBILITIES**

The Consultant is to perform a needs assessment of OCFA's Emergency Services Workforce Management (Staffing) and Time and Attendance applications (WM-TM), and based on that assessment, develop a Project Plan for meeting the OCFA's Project Objectives.

#### ***Project Objectives***

The Project Objectives consist of:

- Determine the optimal approach to achieving system technical currency while providing the functionality that meets the current and future anticipated needs of the OCFA
- Provide long-term system reliability, utilizing contract support services
- Provide continuity of operations and support needs during implementation of the technical currency and functional system upgrades
- Perform a Risk Assessment based on the anticipated outcome(s) of meeting the Project Objectives
- Perform an analysis of anticipated costs for meeting the Project Objectives, to include, but not limited to:
  - System upgrade/development
  - Implementation, including existing and future application integrations (Payroll/HR/Finance ERP, etc.)
  - Total cost of ownership (10 years)

#### ***Project Plan***

The Consultant's Project Plan, depending on the results of Consultant's Needs Assessment, may arrive at multiple options for a plan of action that meets the Project Objectives, and if so, should describe in detail the anticipated outcome and cost-benefit of each option.

The Project Plan should take into consideration OCFA's intent to initiate the process of evaluating, selecting, and implementing a replacement ERP for Finance, Payroll, Purchasing, and Human Resources beginning in 2025

#### ***Assessment Performance and Completion***

The Consultant will provide project management to insure fulfillment of this Scope within budget and schedule. The Consultant will be expected to provide continuous quality assurance and quality control of the project activities. The Consultant will be responsible to prepare the initial project schedule outlining all tasks, durations, and milestone dates, and provide all resources as required to keep the project on schedule and within budget.

The date for completion of the above stated Scope of Services is ninety (90) days from OCFA issuance of a Contract and Purchase Order for the Project, except as may be revised by addendum(s) issued by OCFA modifying the requirements stated in this RFP or post-contract award revisions to the Project Scope of Work, issued in writing by OCFA staff with stated time-line extension(s). OCFA shall issue addendum(s) providing

reasonable Project deadline modifications as determined by OCFA in the event of Project delays resulting from the actions of the OCFA.

#### **A.2 OWNERSHIP AND INTELLECTUAL PROPERTY**

All Project reports, findings, analysis, documents and other materials prepared by the successful responding Firm shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer, and Firm shall have no claim for further employment of additional compensation as a result of the exercise by OCFA of its full rights or ownership of the system, any form of licensing, documents and materials hereunder.

#### **A.3 ADDITIONAL INFORMATION**

## **PART 2 — APPROACH, TEAM & EXPERIENCE**



## 6.0 Exhibit F: Proposal Questionnaire

### 6.1 Approach Overview

#### 6.1.1 Gartner Point of View on IT Strategic Planning and Applications Modernization

##### Modernizing Fire and Rescue Services

**Fire and Rescue Services (FRS)**, as well as the broader ecosystem of the First Responder community, are under increasing pressure to advance capabilities to meet dynamic needs yet are challenged with scarce resources – making effective strategies, efficient capabilities and risk mitigation vital. This circumstance extends to personnel, equipment, facilities as well as their systems and information technology. FRS across the nation face a year-on-year increase in calls for service with evolving response complexities, often supported by outdated technology and set against the backdrop of constrained budgets, limited resources and challenges maintaining appropriate and current IT skills driving a distinct need for strategic planning and aligned IT investment.

Needs assessments and the resulting strategic plans for FRS' systems and applications must balance these and the following key influences and changes to enable effective public safety services for to communities they serve:



##### 3D GROWTH OF URBAN AREAS

Vertical and horizontal growth of urban areas increases the complexity of firefighter safety and the ability to scale the workforce to respond to growing service volumes.

Issues such as maintaining accurate maps, expanding radio coverage and penetration in new structures, developing new or enhancing existing contingency plans and continually improving situational awareness present needs for application maturity and integration aligned IT organizational skills, prioritized IT investment and specific focus on organizational change management.



##### EVOLVING NATURE OF RESPONSE

Response complexities and availability of critical data from various sources drive the need for holistic information management and effective use of locations data and devices — that in turn add downstream implications on IT platforms and service organizations. As operational and IT demand increases, first responders and IT organizations must adapt to meet it. Effective staffing strategies with aligned workforce management capabilities is critical. As another example, Telemedicine is a growing trend for FRS — whether provided in-house by the FRS or outsourced, telemedicine needs are growing and represent a shift in how agencies provide EMS. While beneficial, and technical challenges must be addressed to with integrate new services into existing response systems such as managing secure patient information, integration with health and human services

systems and infrastructure, securely managing patient data, and coordination of patient and service policies that can at times conflict between agencies.



#### **CLIMATE CHANGE IMPACT**

Nationally the average number of structural fires per capita in urban areas is decreasing. However, the volume of natural disasters and regional emergencies is an increasing trend. In successive years, the number of wildfires across the western U.S. has not only increased in numbers but have also started earlier in the year and expanded geographically. Multi-organizational fire fighters are involved in regional support and the added strain and volume related to responding to the increase in natural disasters requires more effective personnel management, coordination between responding agencies, advanced trend analysis and predictive means to manage resources. This is further complicated by the sheer number of resources needed to respond to significant events requiring more agile communication systems, interoperability improvements and related infrastructure with greater capacity.



#### **LEGACY TECHNOLOGY**

Replacing legacy and antiquated technology is an increasing challenge for FRS with scrutinized budgets and constrained resources while technology leaps ahead at a rapid pace. Technical advances in mobile devices and fast, reliable wireless broadband access present enticing new opportunities for agencies creating complex build versus buy choices, technical and service options with additional downstream implications that are not always apparent. Too frequently first responder agencies that may lack sufficient IT organizational capacity are forced to make technology decisions with limited information or understanding of vendor markets that may have long-term negative impacts.

## **Needs Analysis and Strategic Planning Realities**

Leading FRS organizations plan technology strategically and proactively to make informed decisions. Unfortunately, formally assessing needs and strategic planning are vastly under-emphasized in the public sector — even more so in the public safety industry. This is caused by budget realities, significant expense ratios dedicated to staff, frequent changes in leadership, and a typical need for quick spend decisions that may not benefit from a holistic, operational, or technical perspective or with consideration of holistic needs.

Applications strategies should be based on sound methods that consider the entirety of the organization, specific characteristics of the current technical, fiscal, and political environment — and most importantly — the business/operation. To be successful, strategic plans for FRS systems and applications must be founded on delivering against operational imperatives and helping the operation succeed in the most feasible and cost-effective manner. An application needs assessment and strategic planning process should drive a candid evaluation of the current state (operational ability, technology, technology support), analysis of alternatives that

may meet operational goals, and alignment with organizational objectives, risk tolerance, degrees of acceptable change and market trends.

Framing needs from complementary, discrete perspectives helps ensure the application planning process is comprehensive, complete and provides transparency in delivering and achieve expected outcomes.

The organization must also consider IT organizational capacity, skills, adaptability, and ability to deliver an intended application / system future state as well as support the operational resources for which it is delivered. Current conditions have added scope and pressure to IT organizations. The recent pandemic, increase of natural disasters and climate related emergencies and driven Fire and Rescue services to enable a flexible workforce, digital services, and the ability to leverage information to and from multiple channels and to further ensure the health and safety of personnel. Modernized technical solutions are being deployed and integrated along with advanced IT skills and support for personnel to adopt associated change. More importantly than ever, achieving future state goals requires organizations to manage change carefully and intentionally alongside their complex technical initiatives that may exist within an application needs assessment and associated strategic plan.

There are many implications that drive and constrain applications strategic planning. The summary below discusses considerations and that risks that must be managed closely to deliver effective application strategies.



## IMPLICATIONS FOR FIRE & RESCUE SERVICES

- 01 Strategic Planning Management.** The combination of increasingly complex operational needs together with constrained resources and budgets underlines the importance of having an application strategy that sets direction, outlines measurable goals and can be used to guide day-to-day decision-making regarding IT investments.
- 02 Diverse Stakeholder Needs.** Real-time Fire and Rescue response is a “team sport”, requiring close collaboration with partners and stakeholders to achieve operational benefit. Application strategies must reconcile the needs of often competing or conflicting interests to deliver the greatest benefit.

- 03 Sources for Advanced IT Skills.** Technology continues to accelerate at pace that public sector agencies such as FRS are challenged to keep pace with — not simply the solutions but evolving necessary skills and capabilities IT advancement. Successful organizations will leverage services and skills from vendors differently than they have and more broadly to sustain and evolve IT services and develop strategic partnerships. Organizations are increasingly focusing on vendor and contract management as core competencies to drive innovation and IT advancement.
- 04 IT Governance Maturity.** The development of a strategic plan and its execution requires stakeholder input from multiple levels of the organization and partners with clear roles and responsibilities. Decision-making must occur at a suitable, appropriate pace to be effective. The IT governance plan must evolve to adapt to future state conditions and needs.
- 05 IT Organizational Capabilities.** The increasing demand for and complexity of IT requires an increasingly comprehensive set of IT organizational capabilities. Innovation, architecture, data management and cyber security are just a few examples of skills that many agencies must look outside the organization (e.g., central IT sources) and/or to vendors to provide.
- 06 Resource Management.** Many organizations organically evolve IT planning and resource allocation. It is typically not until the IT platform reaches a degree of complexity that requires proactive resource management to maximize resource efficiency and meet service demands. Effective application strategies will consider and plan for the resources required for programmatic activity and sustainment to ensure coverage and long-term IT maintainability.

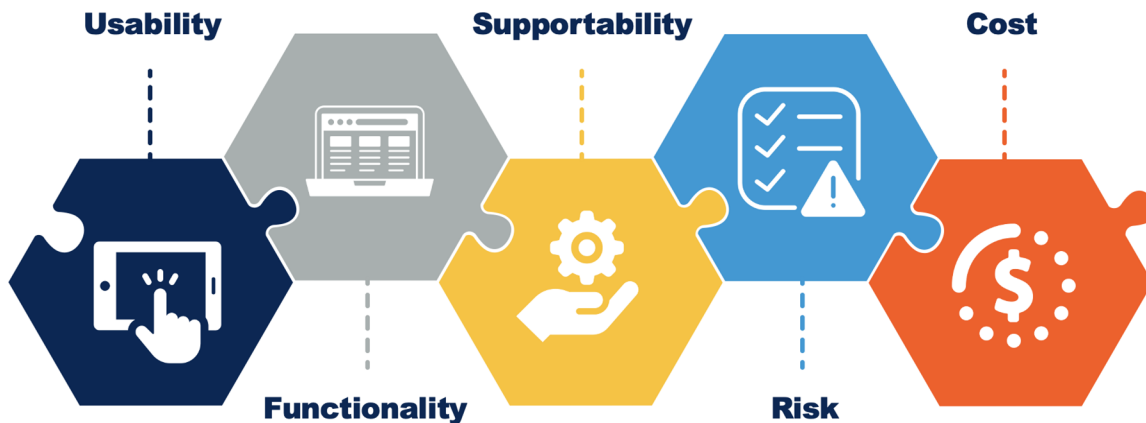
Gartner's perspective on application strategies for FRS and Public Safety organizations evolves through our analysis of Public Safety solutions, industry trends and by considering broader IT advancement and disruptive technologies. Through these complementary lenses we can discern technology practicality and feasibility which in turn informs applications and IT strategies against specific organizational characteristics and needs. We leverage this perspective to engage a life cycle process that defines, documents, and executes the application strategy.

## Applications Modernization and Investment Planning

First Responder organizations maintain complex ecosystems of COTS, custom built, and public systems of varying age and architecture including on-premises and cloud-hosted services (SaaS, IaaS, PaaS). As these systems evolve at different paces and with varied drivers the requirement for flexible and adaptive integrations has become the hallmark of modern IT strategy. This is a crucial part of conducting application assessments, developing a strategies and associated investments that address key market attributes and variables.

Today's rapidly changing technology environments require adaptive strategies to ensure strategic fit to changing business needs. Operational (or "Business") strategy is about doing the right things to enable the agency's mission and priorities; IT and Applications strategies are about doing things right. As such, operational and technical strategies define the potential value of an organization, while operations and strategy execution are about delivering on that potential.

**Figure 1. Considering Alternatives and Developing Recommendations**



Developing an application strategy that is integrated with the operational strategy is not easy and often requires substantial resources as well as focus from the IT and operational organizations. A fundamental flaw in thinking is to confuse strategic planning with budgeting or project planning — they are not the same. Strategic planning is about setting long-term goals, establishing the directions and constraints that will guide the tactical achievement of these goals, and identifying the assets and capabilities that the IT organization must acquire to execute the plan. Budget planning is about prioritizing investments in the context of a strategic plan. Operational and project planning is about executing against the goals.

A successful Application or System Needs Assessment and associated strategic plan will fit with constantly changing needs of the Fire and Rescue Service's operation to:

- Optimize resources by balancing and integrating imperatives for operational growth and complexity, increased efficiency, and risk-management.
- Do the right amount of things, with a level of investment commensurate with expected benefits.
- Monitor trends and drivers for impacts to benefits realization, increased flexibility, capability effectiveness and future operational requirements.
- Engage in continual strategic applications planning processes, not simply “once-and-done” strategic plans, which are invariably outdated and forgotten.

### **6.1.2 Gartner Approach Summary**

Gartner has a proven approach for conducting needs assessments and developing applications strategies that aligns directly with the tasks required in the RFP. Gartner's approach will ensure the OCFA's realization of its project objectives, specifically:

- Determine the optimal approach to achieving system technical currency while providing the functionality that meets the current and future anticipated needs of the OCFA
- Provide long-term system reliability, utilizing contract support services
- Provide continuity of operations and support needs during implementation of the technical currency and functional system upgrades

- Perform a Risk Assessment based on the anticipated outcome(s) of meeting the Project Objectives
- Perform an analysis of anticipated costs for meeting the Project Objectives, to include, but not limited to: System upgrade / development, Implementation, including existing and future application integrations (Payroll/HR/Finance ERP, etc.)
- Total cost of ownership (10 years)

The figure below summarizes the steps Gartner will follow to complete the project and prepare necessary deliverables for OCFA (further detailed in Section 6.2). This approach involves a structured framework for conducting necessary discovery, gathering input from OCFA's stakeholders, and conducting strategic planning activities to prepare the strategic plan.

**Figure 2. Gartner Summary Statement of Work**

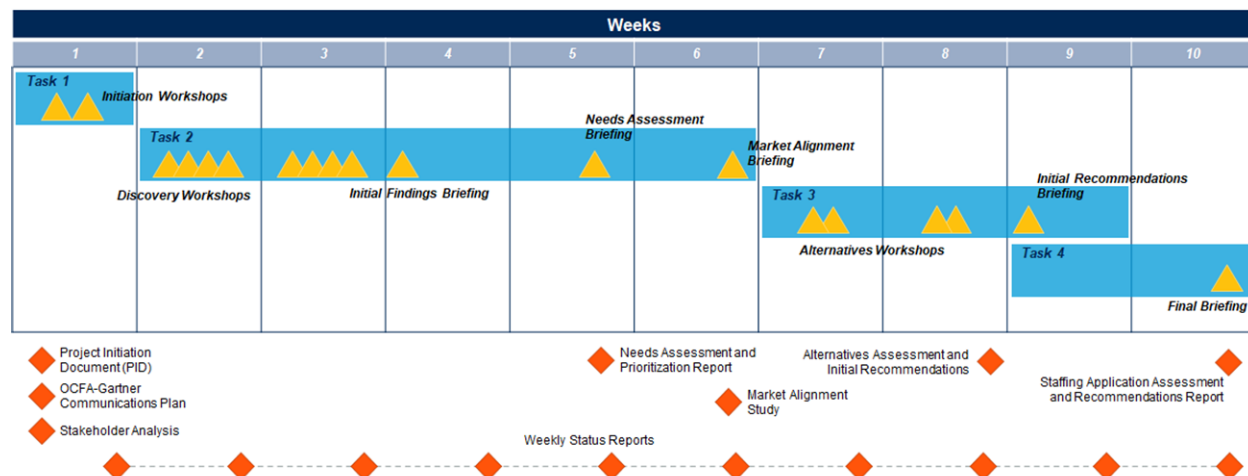
	Task 1 Project Initiation	Task 2 Needs Assessment	Task 3 Alternatives Analysis	Task 4 Report and Recommendations
	Week 1	Weeks 2 – 6	Weeks 7 – 9	Weeks 9 – 10
ACTIVITIES	<ul style="list-style-type: none"> <li>▪ Facilitate initial project planning meeting with the OCFA PM and core team</li> <li>▪ Establish guiding principles and priorities</li> <li>▪ Confirm stakeholder landscape (internal, external, vendors)</li> <li>▪ Confirm OCFA-Gartner communications plan</li> <li>▪ Develop draft and final Project Initiation Document (PID) incorporating scope, approach, schedule, communication plan</li> <li>▪ Submit background document request</li> <li>▪ Conduct Project Launch meeting with OCFA sponsors, leadership and key stakeholders</li> <li>▪ Prepare for Task 2 interviews and workshops</li> </ul>	<ul style="list-style-type: none"> <li>▪ Conduct interviews with OCFA Staffing Application stakeholders (including but not limited to Fire Command staff, Front line personnel, IT personnel and external stakeholders and vendors if appropriate).</li> <li>▪ Develop an understanding of stakeholder perspectives of current functionality and useability, application alignment with operational needs, opportunities for future enhancements, new functionality or capabilities.</li> <li>▪ Develop an understanding of the current state application in terms of non-functional capabilities, architecture, platform, integrations, standards used, supportability and performance.</li> <li>▪ Identify and summarize current state challenges, deficiencies and risks</li> <li>▪ Develop a future state vision of the Staffing Application with OCFA leadership, including expected capabilities, improvements and priorities for planning.</li> <li>▪ Conduct an assessment on the alignment of identified needs and current market / vendor capabilities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Develop a summary of potential alternatives for OCFA to consider to achieve the future state vision of the Staffing Application, needs and priorities established through the Needs Assessment in the previous task.</li> <li>▪ Review the list of candidate alternatives with the OCFA team in terms of approach description, intended high-level benefits and challenges.</li> <li>▪ Review and agree the assessment framework and assessment criteria that will be used to conduct the alternatives analysis with the OCFA team.</li> <li>▪ Perform an independent analysis of the candidate alternatives using the established assessment framework and criteria (including attributes such as operational value, technical value, risk, cost), describing in detail the anticipated outcome and cost-benefit of each option.</li> <li>▪ Present back the results of the Alternatives Analysis and discuss findings with the OCFA core team.</li> <li>▪ Solicit feedback from OCFA and develop the initial recommendations that will drive the ultimate assessment report to be developed in the next task.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Develop the Staffing Application Assessment and Recommendations Report, leveraging the outcomes and decisions made by the OCFA team during the Needs Assessment and Alternatives Assessment.</li> <li>▪ The final report will include at a minimum: <ul style="list-style-type: none"> <li>▪ Future state vision, objectives and priorities for the Staffing Application</li> <li>▪ Gap, deficiencies and needs summary</li> <li>▪ Market alignment observations</li> <li>▪ Application strategy alternatives explored, assessment procedure followed, results and conclusions</li> <li>▪ Alignment with OCFA's intent to initiate the process of evaluating, selecting, and implementing a replacement ERP for Finance, Payroll, Purchasing, and Human Resources beginning in 2025</li> </ul> </li> <li>▪ Decision framework</li> <li>▪ Recommendations roadmap with key activities, tasks, assumptions (effort, durations, costs), risks and dependencies.</li> <li>▪ Review final report with OCFA, solicit input / feedback, finalize and submit for approval</li> </ul>
DELIVERABLES	<ul style="list-style-type: none"> <li>▪ Project Initiation Document (PID)</li> <li>▪ Stakeholder Analysis</li> <li>▪ Status Reports (Weekly)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Needs Assessment and Prioritization Report</li> </ul>	<ul style="list-style-type: none"> <li>▪ Alternatives Analysis and Initial Recommendations</li> </ul>	<ul style="list-style-type: none"> <li>▪ Staffing Application Assessment and Recommendations Report</li> </ul>



### 6.1.3 Project Schedule Overview

Gartner anticipates completion of this engagement within 10 weeks, as detailed in the figure below Figure 3. This proposed schedule is dependent on the assumptions included in this Proposal.

**Figure 3. Estimated Engagement Schedule**



### 6.1.4 Coordination and Communications

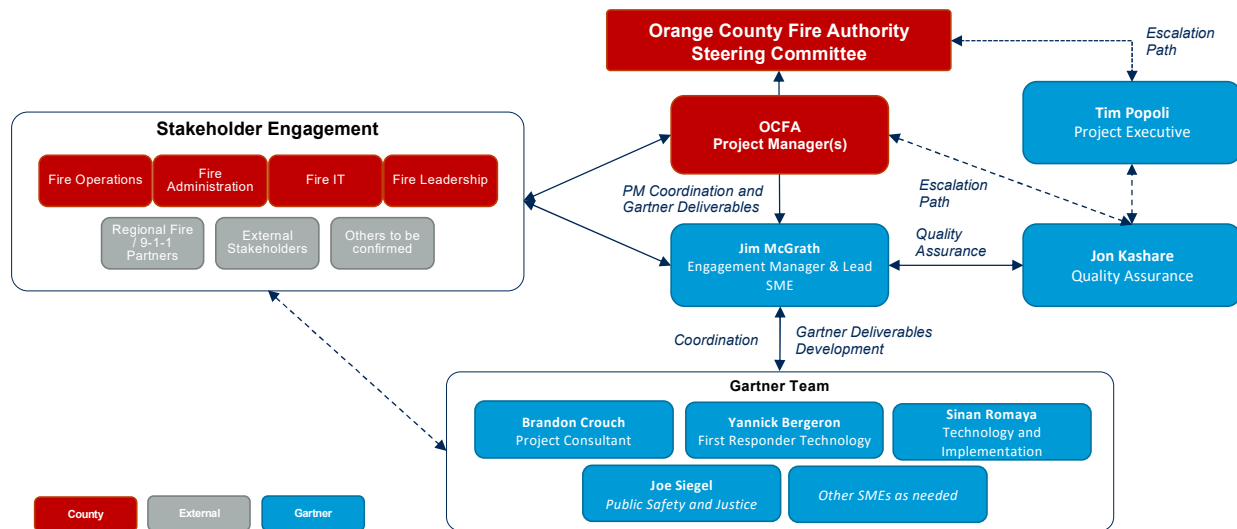
Engagement planning and project communications are critical success factors for all projects. The long-term success of this engagement depends on establishing effective communications between Gartner and OCFA and a clear understanding of the current state and stakeholder expectations.

Gartner's recommended engagement approach for the Application Assessment project is described below. Gartner expects to confer with OCFA and tailor the engagement approach to the OCFA's specific context and stakeholder landscape during project launch.

Gartner anticipates meeting with the OCFA Project Manager on a weekly basis to conduct a checkpoint on progress, deliverables, risks and issues. The OCFA may elect to include additional project stakeholders such as the core engagement team or sponsors as appropriate.

Gartner will submit a weekly status report to OCFA that will be used to facilitate the weekly status discussion. This will include a summary of progress, status of deliverables and descriptions of risks or issues identified and being managed. Should issues arise that require immediate attention, the Gartner team will contact the OCFA Project Manager proactively.

**Figure 4. Recommended Engagement and Communications Approach**



More broadly, beyond effective project communication, the Gartner Project Management approach includes a number of specific activities that together, ensure the project is delivered to scope and quality expectations, remains on schedule and manages to its budget, namely:



Gartner's Project Management approach is based on our internal subject matter expertise and lessons learned, as well as external sources including the Project Management Institute's (PMI®) Project Management Body of Knowledge (PMBOK®) Guide. Gartner aligns with this globally recognized standard (ANSI/PMI 99-001-2008) to maximize value for our clients, minimizing risk to our clients' projects and ultimately ensuring client satisfaction.

**Our approach is comprehensive** — starting before the project kick-off and ending after the project close — to deliver results at every stage.

**We work closely with our clients** — to adapt leading practices to fit each client's environment and each project's requirements.

Gartner will be in regular communication with stakeholders (as agreed to in the Gartner-OCFA Communications Plan) to ensure full awareness of activities, the associated timeline and actions required to ensure efficient control of project change.

**Figure 5. Stages of Gartner PM Life Cycle**



## 6.2 Approach Detail

Gartner will develop a **Staffing Application Needs Assessment** (also referred to herein as an **Application Assessment or APP-A**) to help the OCFA meet its strategic operational and technical objectives and deliver a plan to ensure continuing and long-term system reliability, technical currency, and functionality that meets the needs of OCFA.

Gartner's approach is designed to facilitate stakeholder collaboration, exploring improvement opportunities, and building consensus on needs, priorities and the investment strategy at every stage of the engagement—providing OCFA with highly personalized and meaningful deliverables.

Gartner will bring extensive experience from similar Fire and Rescue Services as well as relevant, related First Responder Applications Planning engagements and our collective leading-practice research and thought leadership from the broader IT industry to help OCFA establish a strategic plan for the Staffing Application.

The applications needs assessment and our strategic planning process will **assess the OCFA's current conditions and capabilities** related to the OCFA Staffing Application to **identify opportunities for improvement and innovation, develop a future state vision and strategic investment plan** that will guide OCFA in implementing key **Fire, Rescue and Emergency Medical IT improvements** — identifying actionable activities that are meaningful, timely, and achievable (both short-term and long-term) for OCFA.

Figure 6. Applications Assessment and Strategic Planning Approach



As a result of this engagement, OCFA will achieve:

- A **consensus understanding of the application current state**, existing functionality and capabilities as well as user perspectives
- **Identification of critical challenges and opportunities** to contextualize operational and technical goals associated with staffing management
- **Exploration and consideration of trends and best practices** to support strategic planning, prioritization and decision making including, but not limited to emerging

technologies and applications that support incident management, prevention, and emergency medical service delivery, big data, cloud and desktop/server virtualization

- A **defined vision for the future of the Staffing Application** and the OCFA IT organizational / resource needs with the Department's needs, industry-leading practices, market perspectives and Gartner's market-leading perspectives on applications modernization, workforce management systems and IT strategic planning
- An **assessment of alternative** paths to achieve desired outcomes to aid in the OCFA's strategic decision-making associated with the Staffing Application
- A **defined plan and roadmap of key activities** that will guide the OCFA's investment in Staffing Application capabilities for the next 10 years to enable operations and meet defined strategic objectives **that includes: an investment plan, systems / application modernization strategy, governance plan and recommendations for estimated resources/staffing, costs and timescales.**

The following sub-sections provide a detailed description for each proposed task supporting this engagement.

### **6.2.1 Task 1: Project Initiation**

Successful engagements begin with successful project initiation and planning activities to ensure a solid foundation, clear expectations and consensus understanding the current environment and stakeholder landscape.

Project Initiation activities will occur prior to conducting discovery activities with stakeholders and will be conducted with the Project Sponsor, Project Manager, and any other key project stakeholders (as appropriate) as the project is launched.

After completion of Task 1, Gartner and OCFA will have the appropriate level of project management (PM) and communications controls in place to manage the project activities, as well as the ongoing communications and engagement between the Gartner team, OCFA's project team and core stakeholders.

PM activities will continue throughout the project with the Gartner and OCFA Project Manager(s) working closely together on project management controls such as communications, stakeholder engagement planning, risks, and issues management.

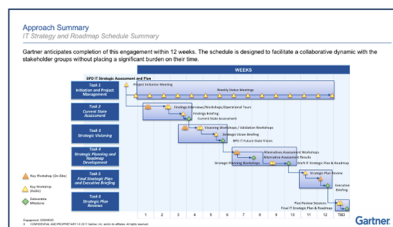
During the delivery of this Task, Gartner will use tools and techniques selected from the following sample items:

The diagram illustrates the Gartner Strategic Planning Methodology as a three-stage process:

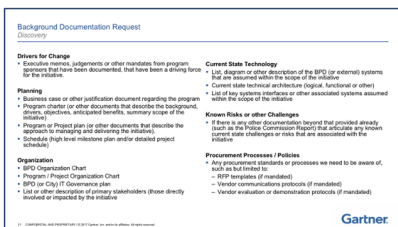
- Current State Assessment:** This stage involves gathering data from various sources:
  - Internal Data:** Financial Performance, Operational Performance, Customer Satisfaction, Employee Engagement, and Innovation Metrics.
  - External Data:** Market Research, Industry Trends, Competitor Analysis, and Regulatory Changes.
  - Stakeholder Input:** Executive Interviews, Board Discussions, and Customer Feedback.
- Strategic Visioning:** This stage focuses on defining the organization's future direction:
  - Define the Vision:** Establishing a clear, inspiring statement of the organization's long-term purpose and goals.
  - Identify Key Themes:** Pinpointing the major areas of focus and opportunity.
  - Develop Strategic Pillars:** Creating the foundational elements that support the vision.
- Strategic Plan & Roadmap:** This final stage involves creating a detailed plan and timeline:
  - Develop Strategic Initiatives:** Identifying specific projects and programs that will drive the organization towards its vision.
  - Define Key Performance Indicators (KPIs):** Establishing measurable metrics to track progress.
  - Develop a Roadmap:** Creating a timeline and sequence of initiatives.
  - Allocate Resources:** Distributing financial, human, and technological resources.
  - Implement and Monitor:** Putting the plan into action and regularly reviewing progress.

Arrows indicate a sequential flow from Current State Assessment to Strategic Visioning, and then to Strategic Plan & Roadmap. A feedback loop arrow connects the Strategic Plan & Roadmap back to the Current State Assessment, indicating an iterative process.

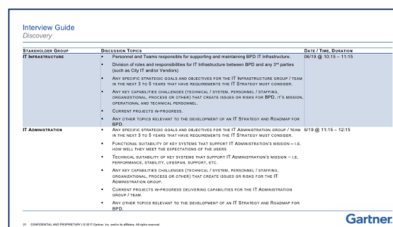
- *Methodology*
- *Governance*
- *Communications*
- *Risks / Issues Mgmt*
- *Next Steps*



- *Project Tasks*
- *Major Activities*
- *Major Milestones*
- *Dependencies*



- Anything relevant that describes the project's context
- Business case(s)
- Scoping Document(s)
- Risk Assessment(s)
- System Inventory



- *Project Introduction for Stakeholders*
- *Interview Structure*
- *Discussion Topics*
- *Requested Preparation*
- *Dates / Times / Logistics*

Gartner's project initiation approach will put OCFA in the best position for successfully managing the Staffing Application Needs Assessment project as well as the inherent complexities and unique dynamics of its stakeholders.

**Table 1. Gartner Task 1 Statement of Work — Project Initiation**

## Objective

- ### Activities Performed by Gartner

- Facilitate an initial project planning meeting with the OCFA PM and core OCFA team who will support the PM, to establish communications and confirm the logistics and approach for the project initiation activities
- Establish guiding principles and priorities for the Needs Assessment, to direct and facilitate effective discovery and data collection
- Confirm stakeholder landscape (internal, external, vendors) and develop a suitable engagement approach, documented within a Stakeholder Analysis artifact
- Confirm OCFA-Gartner communications plan, ensuring clarity of roles and responsibilities, regular communications events (such as status reporting) and one-time communications events (such as the escalation of risks or issues)
- Develop the Project Initiation Document (PID) incorporating scope, approach, schedule, communication plan and immediate next steps
- Submit background documentation and data request
- Conduct a Project Initiation meeting with OCFA sponsors, leadership and other identified key stakeholders
- Schedule and facilitate a weekly project management status meeting

	<ul style="list-style-type: none"> <li>▪ Prepare for Task 2 interviews and workshops</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>▪ 1 x 1-hr Initial Project Planning Meeting</li> <li>▪ 1 x 1-hr Stakeholder Analysis Workshop</li> <li>▪ 1 x 1-hr Project Initiation Meeting</li> <li>▪ Requested background documentation will be provided before the end of Week 1</li> <li>▪ Gartner will create one (1) draft version and one (1) final version of project deliverables</li> <li>▪ Status reports and project status meetings will be delivered through week 10</li> </ul>
<b>Deliverable(s)</b>	<ul style="list-style-type: none"> <li>▪ Project Initiation Document (PID)</li> <li>▪ Stakeholder Analysis</li> <li>▪ Status Reports (Weekly)</li> </ul>
<b>Time Frame</b>	<ul style="list-style-type: none"> <li>▪ Week 1</li> </ul>

## 6.2.2 Task 2: Needs Assessment

The objectives of Task 2 are to develop a comprehensive understanding of OCFA's current Staffing Application in terms of the operational areas and processes it supports, its current functionality and capabilities, alignment with user needs and expectations and the underlying application software, architecture and platform technologies and infrastructure. This assessment includes, is but not limited to review of:

- Interviewing all Bureaus within the Department to assess their associated Staffing Management operational and technology needs
- Infrastructure, in terms of network architecture, hardware, servers and software that support OCFA providing its Staffing Management application for its stakeholders
- Technology relevance, supportability and maintainability
- Technology alignment with any relevant overarching IT strategic plans or IT initiatives
- IT investment needs, with recommendations integrated within the final assessment report
- IT staffing needs, with recommendations integrated within the final assessment report
- Application modernization alternatives considered and recommended plans for each (e.g., replace, reinvestment, migrate, tolerate, etc.)
- Opportunities for addressing gaps and deficiencies, and/or delivering capabilities enhancements or other improvements to OCFA's users.

The result of the Needs Assessment will be a consensus understanding of current capabilities, future state needs and priorities — both operationally and technically — among OCFA's stakeholders associated with its Staffing Planning operations, processes and the application itself.

During Task 2 Gartner will facilitate development of a Strategic 'Future State' Vision that will consider leading practices and industry trends to identify opportunities for leveraging new technologies, capabilities, and solution strategies available from the market to support operational capability improvements, address current technical gaps or mitigate operational and technical risks identified within the current state.



We will consider user-defined needs, balanced with Gartner's insight into IT leading practices and the ERP and Workforce Management / Staffing Management vendor market, to determine capabilities that can be readily supported by vendors while objectively highlighting vendor community challenges in addressing OCFA needs.

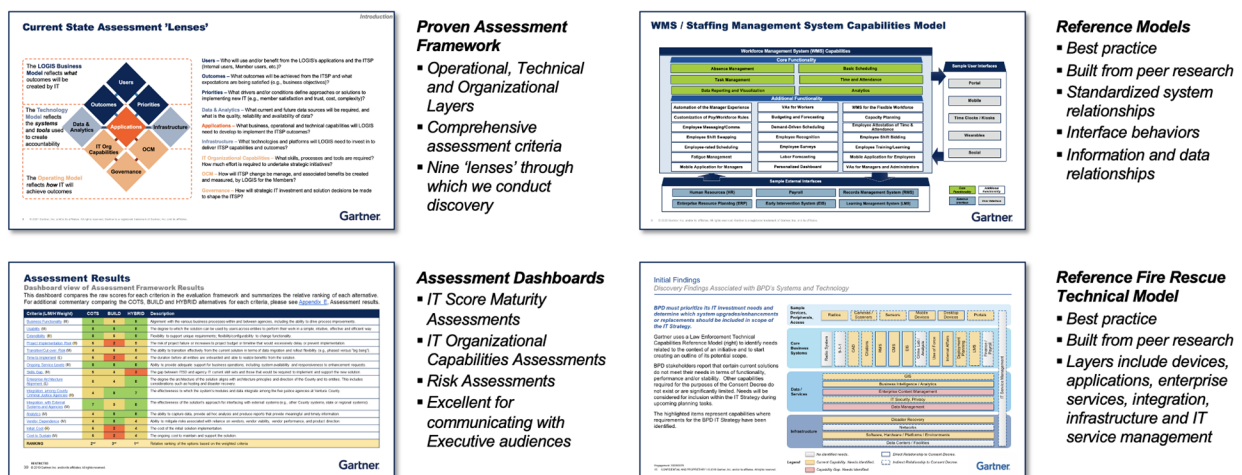
Using the outputs from the Needs Assessment as a starting point and the Strategic Goals and Priorities established in Task 2, the Gartner team will facilitate a series of targeted workshops to:

- Explore and validate strategic drivers through the lenses of Vision and Strategy, Business/Operational Capabilities, Component Blocks, Integration and Governance, and Infrastructure
- Link IT strategic drivers to OCFA's strategic priorities, objectives, measures for success and expected 'bottom line' benefits associated with Staffing Management
- Leverage Gartner SME and leading research on prioritized topics
- Explore, define, and prioritize high-level stakeholder requirements
- Identify critical initiatives that will facilitate the delivery of defined outcomes and expected 'bottom line benefits'

Visualizations will be developed to facilitate workshops that define a set of initiatives with associated strategic objectives, measurable goals, success criteria and expected benefits. Gartner's panel of SMEs will present perspectives on relevant trends, market analysis and peer information for discussion – ERP, HR, workforce management and related capabilities. Gartner's insights from Fire and Rescue Services, as well as the broader public safety community, along with vendor marketplace intelligence, will help OCFA more fully explore potential alternatives for meeting defined strategic objectives.

This 'Strategic Vision' will facilitate identification of potential alternative approaches that OCFA could follow to realize stated objectives for its Staffing Application in the next Task (Alternatives Analysis) and is a direct input to the more detailed strategic planning, prioritization and development of recommendations. During the delivery of this Task, Gartner will use tools and techniques selected from the following sample items:

**Figure 8. Sample Tools and Techniques for Conducting Needs Assessment Activities**



The Needs Assessment artifacts provide a baseline to elaborate and refine the OCFA's needs for new features, capabilities and/or interfaces in subsequent stages of the project.

## Tools to Enable Understanding of OCFA Needs

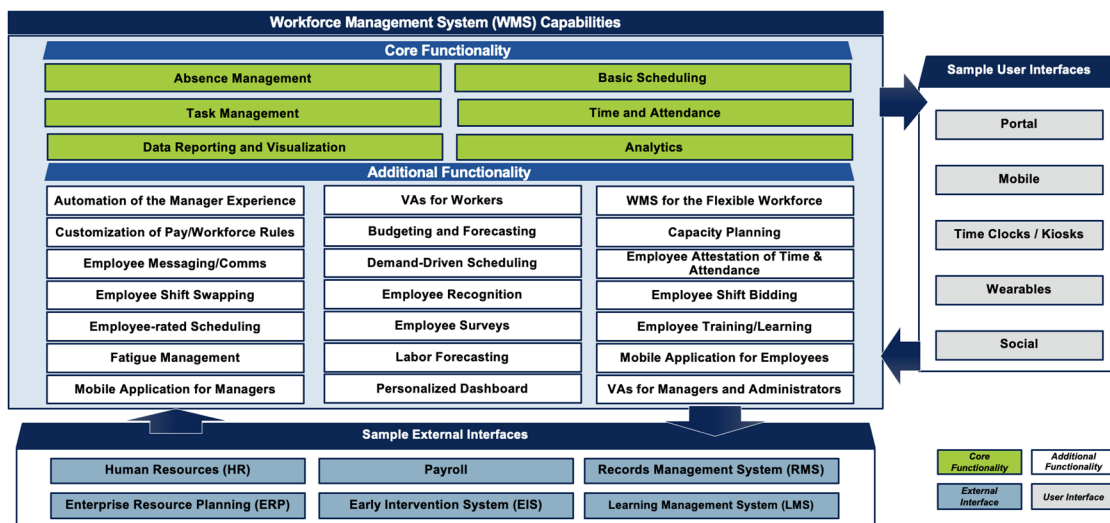
IT organizations must continuously understand the evolving operational needs to enable appropriate IT solutions and services in a timely manner. Gartner will engage an operational (or “business”) capability model as a visual tool to provide a simple view of the operation. The business capability model creates a common taxonomy that decision-makers and other key stakeholders can use to describe the capabilities that must be enabled by technology.

**Figure 9. Sample Fire and Rescue Service Capabilities Model**



When working with the OCFA to develop the most appropriate applications needs assessment and strategic plan, our initial tasks will focus on understanding the needs and expectations of specific operational areas and processes that the Staffing Application must support.

**Figure 10. Gartner Staffing Application / Workforce Management System Capabilities Model**



Gartner brings experience and intellectual property (IP) from working with other Fire and Rescue Services to help facilitate these discussions. For example, Gartner has a reference Workforce Management System (WMS) or Staffing Application capability reference model that



can be used as a starting point for discussions with OCFA stakeholders, tailored to OCFA's specific needs, as presented in the figure above.

**Table 2. Gartner Task 2 Statement of Work — Needs Assessment**

<b>Task 2. Needs Assessment</b>	
<b>Objective</b>	<ul style="list-style-type: none"> <li>Conduct a comprehensive assessment of OCFA's Staffing Application to develop consensus of its current capabilities, gaps and deficiencies as well as the vision for future enhancements and both operational / functional and technical / non-functional needs.</li> </ul>
<b>Activities Performed by Gartner</b>	<ul style="list-style-type: none"> <li>Conduct interviews with OCFA Staffing Application stakeholders (including but not limited to Fire Command staff, Front line personnel, IT personnel and external stakeholders and vendors if appropriate).</li> <li>Develop an understanding of stakeholder perspectives of current functionality and useability, application alignment with operational needs, opportunities for future enhancements, new functionality or capabilities.</li> <li>Develop an understanding of the current state application in terms of non-functional capabilities, architecture, platform, integrations, standards used, supportability and performance.</li> <li>Identify and summarize current state challenges, deficiencies and risks</li> <li>Develop a future state vision of the Staffing Application with OCFA leadership, including expected capabilities, improvements and priorities for planning.</li> <li>Conduct an assessment on the alignment of identified needs and current market / vendor capabilities.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>Up to 10 x 1-hr Discovery Interviews</li> <li>Up to 5 x 30-min Follow-Up Discovery Interviews</li> <li>1 x 2-hr Needs Assessment Briefing</li> <li>1 x 2-hr Market Alignment Briefing</li> <li>Gartner will create one (1) draft version and one (1) final version of project deliverables</li> <li>OCFA will populate provided data collection surveys with necessary input regarding OCFA devices, systems, and infrastructure</li> </ul>
<b>Deliverable(s)</b>	<ul style="list-style-type: none"> <li>Needs Assessment and Prioritization Report</li> </ul>
<b>Time Frame</b>	<ul style="list-style-type: none"> <li>Weeks 2 — 6</li> </ul>

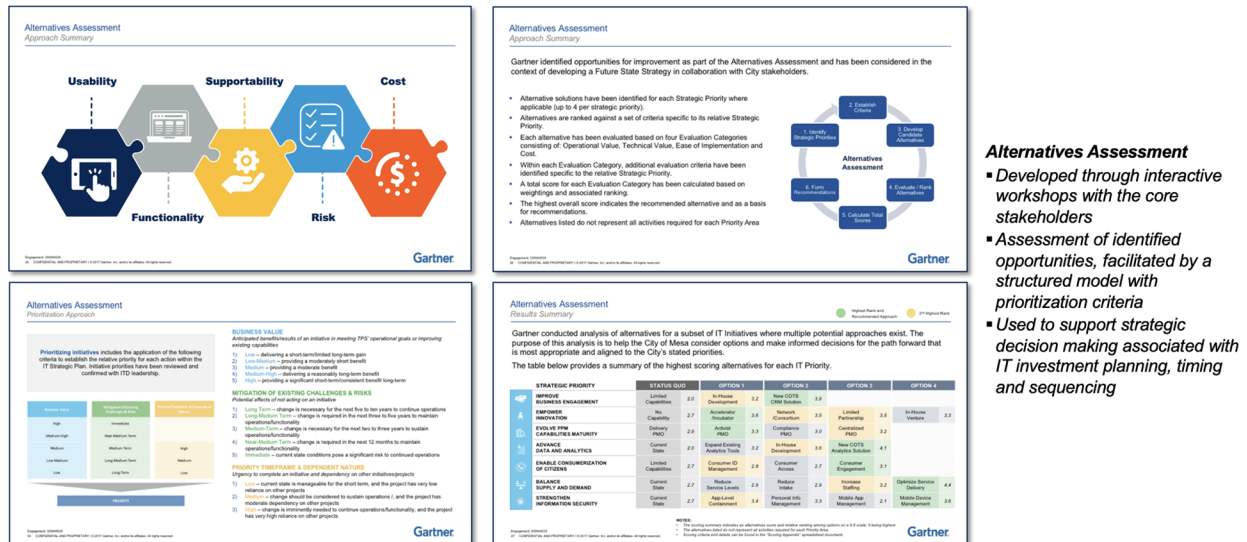
### 6.2.3 Task 3: Alternatives Analysis

Multiple approaches or options may exist for achieving OCFA's staffing management system objectives and future application needs. For example, replacing a core system such as the Staffing Application may be accomplished by upgrading the current system, acquiring a commercial replacement or leveraging another type of application with similar core capabilities and a critical mass of functionality. Other associated initiatives may be non-technical, such as delivering improvements to IT Service Management capabilities and be more organizational and process in nature.

Gartner will describe and evaluate candidate alternatives solutions for consideration by using a proven alternative analysis framework, built around evaluation criteria specific to OCFA and its Staffing Application needs, high level requirements and future state vision.

During the delivery of this Task, Gartner will use tools and techniques selected from the following sample items:

**Figure 11. Sample tools and techniques used for Alternatives Analysis**



**Table 3. Gartner Task 3 Statement of Work — Alternatives Analysis**

Task 3. Alternatives Analysis	
Objective	<ul style="list-style-type: none"> <li>Evaluate OCFD's alternative approaches / options for achieving the objectives and priorities established in the Needs Assessment for its staffing management capabilities and Staffing Application.</li> </ul>
Activities Performed by Gartner	<ul style="list-style-type: none"> <li>Develop a summary of potential alternatives for OCFA to consider achieving its future state vision of the Staffing Application, needs and priorities established through the Needs Assessment in the previous task.</li> <li>Review the list of candidate alternatives with the OCFA team in terms of approach description, intended high-level benefits and challenges.</li> <li>Review and agree on the assessment framework and assessment criteria that will be used to conduct the alternatives analysis with the OCFA team.</li> <li>Perform an independent analysis of the candidate alternatives using the established assessment framework and criteria (including attributes such as operational value, technical value, risk, cost), describing in detail the anticipated outcome and cost-benefit of each option.</li> <li>Present results of the alternatives analysis and discuss findings with OCFA.</li> <li>Solicit feedback from OCFA and develop the initial recommendations that will drive the final Assessment Report to be developed in the next task.</li> </ul>
Assumptions	<ul style="list-style-type: none"> <li>Up to 4 x 1-hr Alternatives Analysis Workshops</li> <li>1 x 2-hr Results and Initial Recommendations Briefing</li> </ul>
Deliverable(s)	<ul style="list-style-type: none"> <li>Alternatives Analysis and Initial Recommendations</li> </ul>
Time Frame	<ul style="list-style-type: none"> <li>Weeks 7 — 9</li> </ul>

## 6.2.4 Task 4: Report and Recommendations

Gartner will work with OCFA to develop the most effective plan for its Staffing Application to ensure continuing and long-term system reliability, technical currency, and functionally that meets the needs of OCFA.

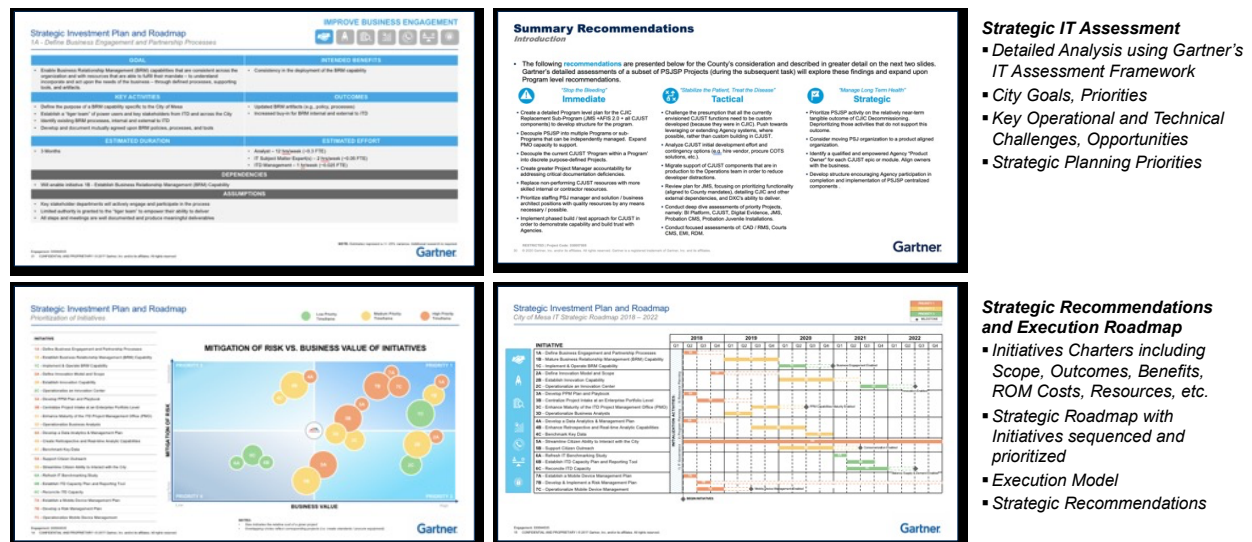
The final assessment work will take all the analysis and conclusions from the previous tasks as an input, together with a series of strategic planning workshops where the final recommendations and plans / roadmap will be established and validated with OCFA.

The final report will be written to ensure direct alignment and satisfaction of OCFA's objectives stated below, as well as to provide any related best practices, guidance or other insight relevant to said objectives based on Gartner's experience and bench research:

- Recommended optimal approach to achieving system technical currency while providing the functionally that meets the current and future anticipated needs of the OCFA
- Recommended approach to ensuring long-term system reliability, utilizing contract support services
- Recommendations for how to ensure the continuity of operations and support needs during implementation of the technical currency and functional system upgrades
- The results of an objective Risk Assessment based on the anticipated outcome(s) of meeting the Project Objectives, together with recommendations for mitigation and/or other approaches to address identified risks
- Analysis and conclusions of anticipated costs for meeting the Project Objectives, including but not limited to: System upgrade / development, Implementation, including existing and future application integrations (Payroll / HR / Finance / ERP, etc.) and total cost of ownership (10 years)

During the delivery of this Task, Gartner will use tools and techniques selected from the following sample items:

**Figure 12. Sample tools and techniques used for Strategic Planning and Roadmap Development**



**Table 4. Gartner Task 4 Statement of Work — Report and Recommendations**

<b>Task 4. Report and Recommendations</b>	
<b>Objective</b>	<ul style="list-style-type: none"> <li>Develop a plan, with recommendations and guidance for OCFA's Staffing Management capabilities and modernization of its Staffing Application to ensure continuing and long-term system reliability, technical currency, and functionally that meets the needs of OCFA.</li> </ul>
<b>Activities Performed by Gartner</b>	<ul style="list-style-type: none"> <li>Develop the Staffing Application Assessment and Recommendations Report, leveraging the outcomes and decisions made by the OCFA team during the Needs Assessment and Alternatives Assessment.</li> <li>The final report will include at a minimum: <ul style="list-style-type: none"> <li>Future state vision, objectives and priorities for the Staffing Application</li> <li>Gap, deficiencies and needs summary</li> <li>Market alignment observations</li> <li>Application strategy alternatives explored, assessment procedure followed, results and conclusions</li> <li>Alignment with OCFA's intent to initiate the process of evaluating, selecting, and implementing a replacement ERP for Finance, Payroll, Purchasing, and Human Resources beginning in 2025</li> <li>Decision framework</li> <li>Recommendations roadmap with key activities, tasks, assumptions (effort, durations, costs), risks and dependencies.</li> </ul> </li> <li>Review final report with OCFA, solicit input / feedback, finalize and submit for approval</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>1 x 1-hr Draft Roadmap Review Meeting</li> <li>1 x 2-hr Final Roadmap Briefing</li> <li>Gartner will create one (1) draft version and one (1) final version of project deliverables</li> </ul>
<b>Deliverable(s)</b>	<ul style="list-style-type: none"> <li>Staffing Application Assessment and Recommendations Report</li> </ul>
<b>Time Frame</b>	<ul style="list-style-type: none"> <li>Weeks 9 — 10</li> </ul>

## 6.2.5 Summary of Deliverables

**Table 5. Summary of Deliverables**

Task	Deliverables	Delivery Date
Task 1: Project Initiation	Project Initiation Document (PID)	End of week 1
	Stakeholder Analysis	End of week 1
	Weekly status report (x 10 instances)	Weekly
Task 2: Needs Assessment	Needs Assessment and Prioritization Report	End of week 5
Task 3: Alternatives Analysis	Alternatives Analysis and Initial Recommendations	End of week 8
Task 4: Report and Recommendations	Staffing Application Assessment and Recommendations Report	End of week 10

## 6.2.6 Assumptions

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

OCFA's Participation:

- OCFA will designate a project manager to act as the primary point of contact for this engagement. OCFA's project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.
- The work effort described in this Proposal assumes OCFA's personnel are available to assist in the manner defined in this Proposal. If OCFA's personnel are not available, a change of scope may be necessary.
- OCFA will review and approve documents within five business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by OCFA.
- OCFA will schedule OCFA's resources for project activities and provide meeting facilities as necessary.
- OCFA's personnel will be available per the final project schedule.
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and ensure a culture of continuous improvement of process and best practice.

Data Collection:

- The due diligence (as-is) data are reasonably available via interviews and documentation review.
- OCFA will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- Engagement pricing is based on the assumption that Gartner will conduct the number of interviews/workshops described in our SOW.

Key Personnel:

- Resumes/biographies of personnel provided in this Proposal are included solely for illustrative purposes and do not indicate the commitment of a specific named associate. Upon signing of a contract, we will identify those associates with the appropriate skills and background to deliver fully on the undertakings defined in the Proposal.
- If unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform OCFA as soon as reasonably possible and substitute appropriate associates with comparable skills.
- Gartner associates identified as Account Partners are not billed for as part of engagement pricing. Their guidance and support represent a significant value-add to the engagement.

Place of Performance:

- Except for mutually agreed upon pre-scheduled on-site meetings and workshops as defined in the SOW, all Gartner services will be performed at Gartner locations.
- All data collection and interviews/workshops will take place via telephone or web-conference as described in this proposal and/or as agreed to in project planning discussions.
- Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at OCFA's locations for on-site project time.

Deliverables and Changes to Scope:

- Any requests for additional information or resource (beyond the details described in the tasks above) that are made by OCFA will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal).
- All deliverables will be developed using Microsoft Office products (e.g., Word and PowerPoint).

Further Assurances:

- Gartner Research and Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see "[Guiding Principles on Independence and Objectivity](#)" on our website, [gartner.com](https://www.gartner.com) or contact the Office of the Ombuds at [ombuds@gartner.com](mailto:ombuds@gartner.com) or +1 203 316 3334.



## 7.0 Exhibit H: Statement of Qualifications

As requested, Gartner has provided a statement of qualifications that shows the ability, capacity, experience, and skill of our team to meet the OCFA's requirements for this Staffing Application Needs Assessment. The table below provides direct responses to the specific questions / requirements posed in this section of the RFP. After which, further explanation about our experience, capabilities, team and proposed personnel is provided.

Specific RFP Requirement		Gartner Response
H1	<i>Briefly describe the Staffing/Timekeeping systems that your firm has evaluated or been involved in implementing, particularly those utilized for fire emergency and or emergency dispatch personnel, and your firm's role in the project.</i>	<p>Gartner has direct experience with several of the leading staffing / timekeeping systems available from the market as well as ERP solutions. As an independent IT research company, we remain objective and do not provide endorsements for vendors. To answer the question, we have experience with the following sample Vendors (in alphabetical order): Infor, Kronos, Microsoft, Oracle, SAP, Workday.</p> <p>Gartner's Public Safety and Justice team have worked on several staffing application and related HR engagements from needs assessments, application replacement strategic planning, requirements development, RFP development and procurement support as well independent validation and verification (IVV) and organizational change management (OCM) of application implementations.</p> <p>Please refer to section 7 for more information on our team's capabilities and experience.</p>

Specific RFP Requirement		Gartner Response
H2	<i>Does your firm currently hold all license(s) necessary to perform the services (as offered) and have those license(s) been consistently active for at least five (5) years without revocation or suspension?</i>	There are no specific licenses necessary to deliver the scope of services as proposed. Gartner is not currently debarred, suspended, disqualified, precluded or prohibited by any governmental entity (federal, state or local government) from participating in any public procurement activity nor to the best of Gartner's knowledge, information and/or belief is there any activity of this type pending.
H3	<i>Has your firm been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or responding for work for any public agency within California within the past five (5) years?</i>	No.
H4(a)	<i>For each individual that the firm proposes to assign to the engagement (excluding administrative support), the firm must provide a summary of similar work or projects performed, a resume, and a statement indicating his/her planned responsibilities under the contract. Any limiting factors on the availability of these individuals should be identified. Individuals assigned to the engagement must have experience and expertise in services offered.</i>	Please refer to Section 7.3.  In addition, no limiting factors have been identified at this time.
H4(b)	<i>The proposer must provide a list of any outstanding litigation in which the proposer is a named party. OCFA, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.</i>	Not applicable.
H5	<i>The proposal should list any prospective subcontractors its plans to use in performing the work, including the list of the individuals the subcontractor proposes to assign to the project.</i>	Not applicable.



## 7.1 Experience and Qualifications

Over the last 42 years, Gartner has successfully delivered hundreds of highly successful strategic planning engagements of similar scope and complexity as what is stated as required by OCFA. Our proposed core team brings extensive public sector and relevant public safety IT assessment and IT strategy experience to this engagement.

Specific to Staffing Applications and the needs of OCFA as stated in the RFP, Gartner has supported numerous public safety agencies through IT strategic planning efforts such as application needs assessments and system replacement alternatives assessments, as well as procurements, independent verification and validation (IVV) and associated organizational change management supporting implementation. We have direct experience with staffing applications (often referred to as Workforce Management Systems – WMS) for Fire-Rescue Services and Law Enforcement Agencies and related systems such as Computer Aided Dispatch (CAD), Records Management Systems (RMS), Learning Management Systems (LMS), Enterprise Resource Planning (ERP) and other administrative systems. Several examples of such engagements are described in the references provided (in Section 8).

Our core team will also be supported by senior members of our extended global bench of over 750 consultants, as well as Gartner's community of prominent IT research analysts — many of whom are global thought leaders in Applications Planning as well as leading public safety technology advisory consultants, frequently speaking at national conferences and Symposia.

Through our understanding of the public sector, we offer an unmatched set of capabilities to deliver top-quality IT strategies so that OCFA can engage its Technology Roadmap and immediately begin executing on priority initiatives to realize business and technical objectives.

Gartner will leverage mature methodologies for capturing important business priorities and developing plans for how technology can enable those priorities. Our proven approach is supported by Applications Planning frameworks, along with the tools and methods for evaluating the existing posture of an organization and helping to develop recommendations to achieve the organization's desired future state.

One of the benefits of working with Gartner over other firms is that we are experts in applied methodology, consistent process and execution. Our collaborative OCFA-driven approach and practical processes will be tailored to meet specific OCFA needs. Our consulting professionals are skilled and experienced in using our frameworks and tools, so there is no learning curve. We will deploy seasoned professionals, who are experts in their respective areas, who have decades of experience helping clients like OCFA.

## 7.2 Gartner Overview — Global Leader in Providing IT Strategic Insight

Gartner, Inc. is the world's leading authority on the business of IT. A publicly traded corporation (NYSE: IT) with a **42-year history** and **16,000+ Gartner associates** — including over 2,150 Experts and Consultants — Gartner supports tens of thousands of individual clients within 14,000 distinct organizations on their critical business initiatives. Gartner serves clients in 100 countries worldwide, enterprises large and small, in public and private sectors, including 76% of the Global 500. Our organization has strength specifically in the government and public sector from which approximately half of our Gartner Consulting client base originates.

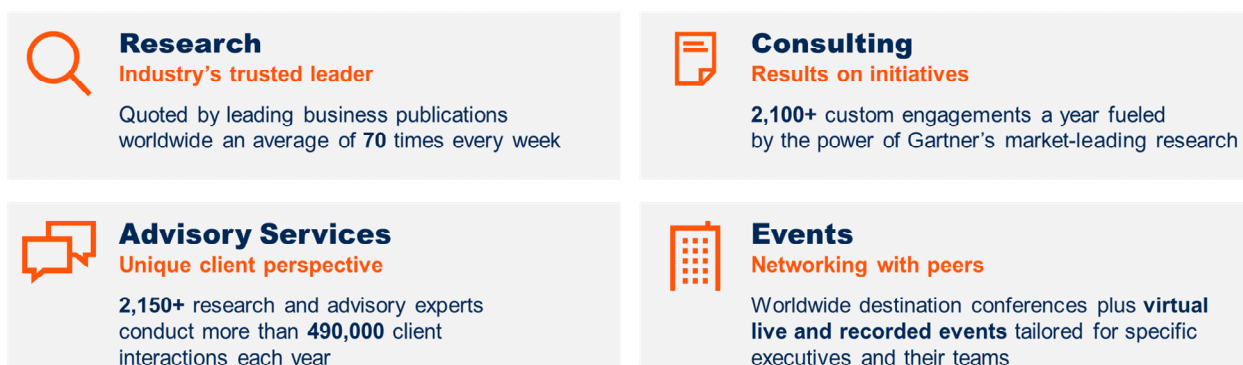
We apply our proven methodologies and depth of experience specifically in industries such as Public Safety and Justice (PSJ) to enable our clients' specific objectives. The unique, mission-critical nature of first responders and criminal justice organizations require a thorough understanding of this industry's drivers, constraints and culture. Our context-based point of view supported by Gartner's leading IT perspectives ensure the strategies and IT modernization plans we develop for PSJ organizations are most appropriate for the OCFA's operational goals.

Gartner is uniquely qualified to partner with the OCFA for the work proposed with key Gartner lines of business illustrated below in Figure 13.

**Figure 13. Gartner Lines of Business**

## **All Gartner services are grounded in our world-class research insights**

**14,000+ client enterprises in more than 100 countries**



Gartner Consulting is an extension of Gartner Research, helping clients translate insights into actions to achieve superior performance and build organizational capabilities. Our proven models, business domain experience and intellectual capital, combined with highly experienced multidisciplinary teams help our clients frame and meet any challenges that may occur. Most importantly, Gartner Consulting maintains strict objectivity. We do not team with hardware or software vendors, and we do not implement solutions. Our customers are guided by fact-based, objective advice founded on proven methodologies. We help our clients reduce cost, operate more effectively, mitigate risks and improve business outcomes. No other company can provide the unique combination of assets that we bring to bear in delivering value to our clients every day.

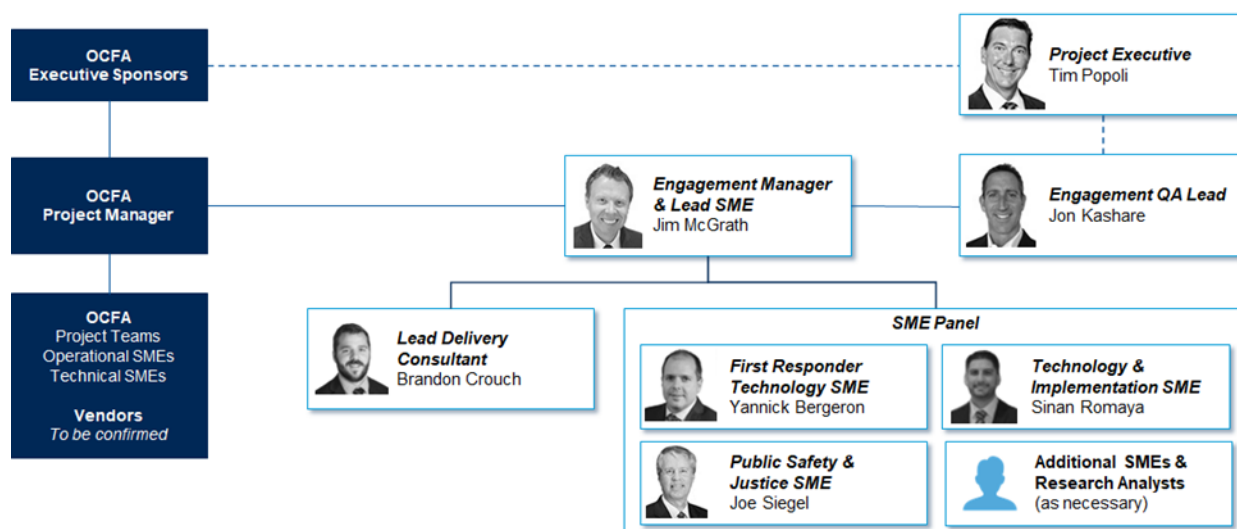
Gartner Consulting's areas of focus are tied to our clients' mission-critical priorities as depicted in Figure 14 below.

### 7.3.2 Gartner Project Organization

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep, relevant subject matter expertise. The key roles and proposed individuals for the Gartner team are shown in 5.

The Gartner team has deep experience across all of the related domains for this staffing application assessment from Fire and Rescue Services operations and technology, workforce management systems, ERP and HR systems, applications assessments and strategies, technical architecture, systems implementation and organizational change management. Jim McGrath, Gartner's engagement manager has 20 years of experience with First Responding agencies, specifically FRS, as well workforce management and ERP solutions. Sinan Romaya will be a key part of the assessment with his extensive experience in systems implementation and integration. Joe Siegel and Yannick Bergeron bring a combination of PSJ technology experience, technical strategic planning and procurement.

Figure 15. Gartner Project Team for OCFA



### 7.3.3 Gartner Roles and Responsibilities

The table below describes the roles and responsibilities of the Gartner team for this engagement.

Table 7. Project Team Roles and Responsibilities

Role	Responsibilities
<b>Engagement Manager</b> Jim McGrath	<ul style="list-style-type: none"> <li>Responsible for the day-to-day management of project initiatives.</li> <li>Ensure that project deliverables are completed on time and meet the Gartner quality standards.</li> <li>Act as the primary point of contact for the Gartner team.</li> <li>Work closely with OCFA to ensure that Gartner is meeting its needs.</li> </ul>

Role	Responsibilities
<b>Project Consultant</b> Brandon Crouch*	<ul style="list-style-type: none"> <li>Provide day-to-day consulting support for project tasks.</li> <li>Provide support for data collection, data analysis and recommendations for activities.</li> <li>Participate in deliverable creation, deliverable review and client presentations as needed.</li> <li>Present results to OCFA as needed.</li> </ul>
<b>Subject Matter Experts</b> Yannick Bergeron ( <i>First Responder Technology</i> ) Sinan Romaya ( <i>Technology and Implementation</i> ) Joe Siegel ( <i>Public Safety &amp; Justice</i> ) + other SMEs as needed	<ul style="list-style-type: none"> <li>Provide day-to-day expert support for project tasks.</li> <li>Provide expert support for data collection, data analysis and recommendations.</li> <li>Participate in problem solving, solutioning and client presentations as needed.</li> <li>Present results to OCFA as needed.</li> </ul>
<b>Quality Assurance Specialist, PSJ Consulting Practice Lead</b> Jon Kashare	<ul style="list-style-type: none"> <li>Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement.</li> <li>Ensure value through use of the Gartner Project Management Life Cycle.</li> </ul>
<b>Project Executive</b> Tim Popoli	<ul style="list-style-type: none"> <li>Ensure that Gartner activities support OCFA goals.</li> <li>Build and maintain a long-standing relationship with OCFA.</li> <li>Provide high-level oversight to the project and become more heavily involved should any issue resolution be necessary.</li> </ul>
<b>Research Analyst(s)</b> As needed	<ul style="list-style-type: none"> <li>Support the core project team by providing a context sensitive perspective to issues specific to OCFA based on Gartner industry-leading research.</li> <li>Participate in analysis and comparisons, and review deliverables as needed.</li> </ul>

\* Representative resources based on schedule and scope assumptions.

### 7.3.4 Assumed OCFA Participation and Responsibilities

Table 8. Assumed OCFA participation and responsibilities

Client Associate	Functional Role	Responsibilities
<b>OCFA Sponsors &amp; Executives</b>	Project Steering Committee(s)	<ul style="list-style-type: none"> <li>Attend monthly steering committee meetings</li> <li>Provide strategic direction</li> <li>Make decisions based on input from the project teams and vendor(s)</li> <li>Act as a point of escalation for exceptional risks and issues</li> <li>Provide ongoing sponsorship and commitment to the projects</li> <li>Participate in interviews, workshops, report briefings as appropriate</li> </ul>
<b>OCFA Project Manager</b>	Project Management	<ul style="list-style-type: none"> <li>Act as primary of contact for the Gartner Engagement Manager</li> <li>Coordinate the scheduling of meetings/workshops with OCFA stakeholders and ensure their attendance</li> <li>As a point of escalation for project level risks and issues raised by the Gartner Engagement Manager</li> </ul>

Client Associate	Functional Role	Responsibilities
		<ul style="list-style-type: none"> <li>Ensure consistent communication upward within OCFA and outwards across the broader stakeholder community, as appropriate</li> <li>Coordinate OCFA's review and approval of Gartner deliverables</li> </ul>
<b>OCFA Operational Stakeholders</b>	Operational User Group	<ul style="list-style-type: none"> <li>Serve as Operational Subject Matter Experts for the purposes of the engagement</li> <li>Represent the needs and priorities of the business/operation/functional users</li> <li>Participate in interviews, workshops, report briefings</li> </ul>
<b>OCFA Technical Stakeholders</b>	Technical User Group	<ul style="list-style-type: none"> <li>Serve as Technical Subject Matter Experts for the purposes of the engagement</li> <li>Represent the needs and priorities of OCFA in terms of technology standards, policies, current systems and IT capabilities</li> <li>Participate in interviews, workshops, report briefings</li> </ul>
<b>External Stakeholders</b>	External User Group	<ul style="list-style-type: none"> <li>Represent the needs and priorities of OCFA's external partners, such as regional fire departments users and executives</li> </ul>

## 9.0 Exhibit J: Pricing Page / Cost Proposal

The following two pages contains Gartner's compliant Pricing Pages and Cost Proposal.

### 9.1 Changes to Scope

The scope of this engagement is defined by this Proposal. All OCFA's requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise OCFA of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:

- Any activities not specifically set forth in this Proposal.
- Providing or developing any deliverables not specifically set forth in this Proposal.
- Any change in the respective responsibilities of Gartner and OCFA, including any reallocation or any changes in engagement or project manager staffing.
- Any rework of completed activities or accepted deliverables.
- Any investigative work to determine the cost or other impact of changes requested by OCFA.
- Any additional work caused by a change in the assumptions set forth in this Proposal.
- Any delays in deliverable caused by modification of acceptance criteria in this Proposal.
- Any changes to research analysts' time or resources.

Orange County Fire Authority

RFP No. SK2572

## EXHIBIT J: PRICING PAGE

**PROPOSAL COSTS** - The fee information is relevant to a determination of whether the pricing offered is fair and reasonable in light of the items and services to be provided. Pricing shall include all labor and charges incidental to the requested work; **OCFA will not separately reimburse for travel**. OCFA reserves the right to award multiple contracts if it is deemed to be in the best interest of OCFA.

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

FEE SCHEDULE			
<b>1. Labor for Proposed Staff</b> (Rates should be inclusive of all travel and other costs incidental to performing the requested services.)			
Position	Est. Number of Hours	Hourly Rate	Extended Total
Project Oversight & Quality Assurance (Tim Popoli & Jon Kashare)	~39 to 48	\$572.00	N/A - Fixed-price, milestone-based pricing provided below
Engagement Manager and Lead SME (Jim McGrath)	~146 to 178	\$560.00 - \$577.00	
SME Panel: First Responder Technology SME (Yannick Bergeron) Technology & Implementation SME (Romaya, Sinan) Public Safety & Justice SME (Joe Siegel)	~173 to 211	\$520.00 - \$560.00	
Delivery Consultant(s) - To Be Named	~198 to 242	\$250.00 - \$332.00	
		<b>Fixed-Fee Total:</b>	<b>\$ 295,000.00</b>
<b>2. Reimbursable Expenses</b>			
Item	Description		
None	-		
<b>3. Additional</b>			
Please indicate the number of years pricing will be held: <b>1 Year</b>			

**PRICE CHANGES** –Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes will only be granted during the 90-day period prior to each annual anniversary of the contract effective date. The contractor may submit a written request to increase pricing for an amount not to exceed the twelve month change for **April in the Producer Price Index PPI industry data, as published by the U.S. Department of Labor, Bureau of Statistics**. Changes greater than this amount may not be accepted.

OCFA may request a price decrease should a change in the market conditions warrant such an adjustment and any reductions provided to the vendor from the manufacturer must be passed on to OCFA as soon as it is effective



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

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

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

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

Gartner Consulting typically provides our Public Sector clients fixed-price, deliverable-based pricing for our engagements, which includes Travel and other Reimbursable expenses, and milestone-based invoicing. This practice provides cost predictability for our clients, deliverables based on your acceptance and Gartner assumes the risk for some of the delivery risks (e.g., staff availability, higher travel expenses, etc.).

Gartner will conduct the engagement as outlined in this Proposal for a firm-fixed price of **\$295,000.00 USD** (plus applicable taxes) inclusive of travel and other reimbursable expenses. This will be billed upon OCFA's acceptance of the deliverable(s) associated with the following milestones:

Task 1: Project Initiation	\$50,000.00
Task 2: Needs Assessment	\$100,000.00
Task 3: Alternatives Analysis	\$85,000.00
Task 4: Report & Recommendations	\$60,000.00

- 1) Please note, OCFA shall provide Gartner with notice of acceptance or non-acceptance within 5 days; provided however, if no response from OCFA is received by Gartner within such period, then acceptance of the deliverable is assumed.  
2) Gartner acknowledges and agrees to the Payment Terms and the Term of Offer as stated below.

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

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

**TERM OF OFFER -** It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty days (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.





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

**Executive Committee Meeting**  
**April 27, 2023**

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

**Amendment of Professional Services Agreement for  
Staffing and Timekeeping Application Support Services**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief  
Business Services Department

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714.573.6012

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6028

**Summary**

This agenda item is submitted for approval to extend the previously approved Professional Services Agreement with Information Management Technologies (IMT) for software support, maintenance, and custom programming in support of the OCFA's Staffing and Timekeeping applications for a one year period in an amount not to exceed \$465,000. Separate and apart from this item, staff anticipates engaging a consultant to conduct a needs assessment of OCFA's Staffing & Timekeeping software applications. The needs assessment engagement contract is also scheduled for consideration by the Executive Committee at its April 27th meeting.

**Prior Board/Committee Action**

At its May 24, 2018 meeting, the Executive Committee approved the execution of a new Professional Services Agreement with Information Management Technologies for up to five years.

**RECOMMENDED ACTION(S)**

Approve and Authorize the Purchasing Manager to extend the Professional Services Agreement with Information Management Technologies for a one year period in an amount not to exceed \$465,000.

**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 Logistics Department budget for services and supplies.

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

**Background**

The OCFA Staffing application provides workforce management to ensure that all OCFA fire stations are constantly staffed, consistent with current Memoranda of Understanding and applicable OCFA Standard Operating Procedures (SOP). This software interfaces with the

Timekeeping application, which functions to collect and record employee hours as required for the OCFA payroll system to calculate and process employees' pay. These applications are further integrated with other OCFA programs, including RMS and Computer Aided Dispatch.

### ***Contract Award***

The OCFA awarded a contract to IMT in May 2008 for IT Professional Services in support of the OCFA Staffing and Timekeeping applications resulting from competitive RFP #MP1477. Contract renewals were subsequently awarded to provide services through May 2018. In 2018, OCFA and IMT entered into a new professional services agreement for the continued maintenance of the two applications. Consequently, IMT has been the provider for support, maintenance, and custom programming of OCFA's Staffing and Timekeeping programs since 2008. IMT has also developed, and continues to support, custom interfaces with other OCFA systems, requiring specialized knowledge, experience, and an understanding of the business rules and logic required of these complex systems.

### ***Staffing & Timekeeping System Needs Assessment***

Staff has completed a competitive Request for Proposals process to engage a third-party firm to conduct a needs assessment of the OCFA Staffing and Timekeeping applications as staff explore opportunities to enhanced system functionality and business continuity. Gartner, Inc. emerged as the highest-ranked firm in this process. (The recommendation to award an agreement to Gartner is included in this agenda packet as a separate item.) The proposed one-year extension of the IMT agreement will allow sufficient time for Gartner, Inc. to conduct an assessment and present their findings to OCFA. The needs assessment will be completed during IMT's one-year contract extension period, followed by staff review and development of a plan for implementation of the needs assessment recommendations.

### ***Recommendation***

Staff recommends approval and authorization to extend the previously approved Professional Services Agreement for Staffing and Timekeeping applications support services with Information Management Technologies for one year in an amount not to exceed \$465,000.

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

Proposed Amendment Six to the PSA with Information Management Technologies

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

THIS AMENDMENT NUMBER SIX TO PROFESSIONAL SERVICES AGREEMENT ("Sixth Amendment") is made and entered into this 27<sup>th</sup> day of April 2023, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Information Management Technologies, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement dated May 24, 2018 ("Original Agreement"), for technology professional services, which is incorporated herein by this reference; and,

WHEREAS, the Original Agreement was subsequently amended by mutual agreement of the Parties on December 20, 2018 ("Amendment One"), May 29, 2019 ("Amendment Two"), August 4, 2020 ("Amendment Three"), June 1, 2021 ("Amendment Four"), and May 31, 2022 ("Amendment Five"); and

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

WHEREAS, both Parties interpret the Agreement to allow for services to be provided both on-site and off-site as required; and

WHEREAS, both Parties desire to extend the term of the Agreement through May 31, 2024.

NOW, THEREFORE, OCFA and the Firm mutually agree as follows:

**AGREEMENT**

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

2. **Scope of Services.** Section I.A.vii is hereby added to Attachment "1" to Exhibit "A" (Scope of Services – Additional Information) of the Agreement to read as follows:

"Firm may provide services remotely unless on-site services are requested by Operations management, Finance/Payroll, and/or designated administrative staff as needed to ensure the operational continuity of the OCFA Staffing & Timekeeping applications."



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

**"4.4 Term**

This Agreement shall continue in full force and effect through May 31, 2024 unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement."

4. Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

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

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

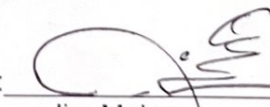
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sara Kennedy, CPPB  
Purchasing Manager

**"FIRM"**

**INFORMATION MANAGEMENT  
TECHNOLOGIES**

Date: 4-12-23

By:  \_\_\_\_\_  
Jim Mabey  
Owner/Software Developer



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

Executive Committee Meeting  
April 27, 2023

Agenda Item No. 2E  
Consent Calendar

### **Blanket Order Extension for Firefighting Helmets**

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

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Russ Snider, Service Center Supervisor

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

714.573.6601

#### **Summary**

This item is submitted for approval to extend the previously approved blanket order with Allstar Fire Equipment for the purchase of Phenix First Due firefighting helmets for a one-year period through June 30, 2024, and to increase the current contract amount by \$52,600, to an amount not to exceed \$142,600 annually. The extension will allow for the completion of a formal RFP process.

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

At its June 26, 2014, meeting, the Executive Committee approved a three-year sole source blanket order with Allstar Fire Equipment, in an amount not to exceed \$70,000 per year. Subsequent approvals provided for the continued purchase of the helmets through June of 2023.

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

Approve and authorize the Purchasing Manager to extend the previously approved Blanket Order contract with Allstar Fire Equipment for the purchase of Phenix First Due firefighting helmets for a one-year period through June 30, 2024, and to increase the contract by \$52,600, to an amount not to exceed \$142,600.

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

Not Applicable

#### **Fiscal Impact**

Funding is available in the FY 2022/23 Service Center General Fund Budget.

Increased Cost Funded by Structural Fire Fund:      \$0

Increased Cost Funded by Cash Contract Cities:      \$0

#### **Background**

##### ***Phenix First Due Helmet***

In 1978, the Orange County Fire Department adopted the Phenix First Due Helmet as its standard structural firefighting helmet, in large part due to its ergonomic and impact-resistant design. The helmet configuration that OCFA purchases is Cal-OSHA compliant, and allows the OCFA to meet all of the National Fire Protection Association requirements. Several other fire agencies in California utilize the Phenix First Due helmet, including Los Angeles County and CAL FIRE.

The Phenix First Due helmet has proven to be an excellent value to the OCFA, as it is incredibly durable, even in high use situations such as the Fire Academy. Additionally, because OCFA is able to purchase replacement parts, staff can repair helmets with minor damage rather than having to send them out for repair or replacement.

### ***Current Request***

In 2022 the OCFA held three recruit firefighter academies, three fire captain academies, and two battalion chief academies. The number of academies was greater than in previous years, thus depleting our inventory of helmets. In order to replenish our helmet inventory to support future academies, replacements for routine damage, and helmets surpassing the NFPA 1851 ten-year recommended lifespan, staff needs to purchase additional quantities. Because of the increased usage, staff is requesting an increase to the contract amount.

### ***Recommendation***

Since the time of initial purchase in 1978, staff has become aware of additional structural firefighting helmets that have been introduced to the market. Changing of the current helmets would require an involved deployment program inclusive of a wholesale change of equipment and training of support personnel on repairs. In an effort to ensure OCFA is utilizing the best value personal protection equipment for our firefighters, staff is currently working to develop and issue a competitive Request for Proposals. This will include a review and comparison of the technical specifications and safety metrics of helmets offered to ensure OCFA obtains the best value for its personnel.

Staff is recommending approval to authorize the Purchasing Manager to extend the Blanket Order contract for one year at an amount not to exceed \$142,600.

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

None.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
April 27, 2023

Agenda Item No. 2F  
Consent Calendar

**Blanket Order Extension for  
Automatic Medication Distribution Stations**

**Contact(s) for Further Information**

Rob Capobianco, Assistant Chief [robcapobianco@ocfa.org](mailto:robcapobianco@ocfa.org) 714.573.6008  
Emergency Medical Services & Training Department

Paul Whittaker, Battalion Chief [paulwhittaker@ocfa.org](mailto: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 CareFusion Corporation for the rental and maintenance of custom automatic medication distribution stations for a one-year period through April 30, 2024 and to increase the contract amount by \$8,088.79 per month to an amount not to exceed a total of \$97,065.48. The one-year extension will allow sufficient time to finalize the formal RFP process currently underway (JA2567) and to transition to the new equipment.

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

At its June 22, 2017 meeting, the Executive Committee approved a five-year sole source Rental and Support Agreement with CareFusion for an initial annual amount of \$47,039. Subsequent approvals provided for the continued lease and support of the equipment.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to extend the previously approved Blanket Order contract with CareFusion Corporation for the rental and maintenance of custom automatic pharmaceutical dispensing cabinets for a one-year period through April 30, 2024 and to increase the contract by \$8,088.79 per month to an amount not to exceed \$97,065.48.

**Impact to Cities/County**

Not Applicable

**Fiscal Impact**

Funding is available in the FY 2022/23 Emergency Medical Services General Fund Budget.

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

## **Background**

### ***Pyxis Medication Distribution Stations***

CareFusion was awarded the initial contract for medication distribution stations in 2006 as the result of a Request for Proposal process. Current Drug Enforcement Administration (DEA) regulatory requirements mandate the proper storage, distribution, and daily accountability of controlled medications such as narcotics. These medications are part of the required Orange County EMS defined pharmacology inventory assigned to paramedic units. The Pyxis automated pharmaceutical dispensing stations provide computer-controlled storage, dispensing, and tracking of medications as required by DEA mandate. The Pyxis stations are strategically located throughout OCFA's fire stations to ensure accessibility for daily supply needs of the paramedic units.

### ***Current Request***

Since the time of initial purchase in 2006, staff has become aware of additional medication dispensing equipment that has been developed and introduced to the market. These systems lack interoperability with OCFA's current equipment, and from a software and hardware perspective have reached their end of life. A change in equipment requires an involved deployment program inclusive of a wholesale change of equipment and training of all safety personnel on proper use of the new equipment. In an effort to ensure OCFA is utilizing the best value technology and continuing to comply with DEA regulations, staff is currently working through a competitive RFP process to identify and procure the best medication dispensing system for OCFA. The RFP is currently in the Best and Final Offer stage, and staff anticipates returning to this committee in May 2023 with a recommendation to award an agreement for new equipment and operational system that will integrate with OCFA IT systems and software.

The requested increase to the current Blanket Order is due to the finalization of the RFP process and the physical implementation (and transition period) of new automatic medication distribution stations at strategic locations throughout OCFA's fire stations.

### ***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 \$97,065.48 with the option to cancel with 30 days' notice. This extension is requested to allow for flexibility in the timing needed to complete the RFP process and for the transition to the new equipment.

## **Attachment(s)**

None.





Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
April 27, 2023

Agenda Item No. 2G  
Consent Calendar

**Blanket Order for San Bernardino  
Regional Emergency Training Center**

**Contact(s) for Further Information**

Tim Perkins, Assistant Chief  
Field Operations South

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

714.522.2113

Nick Freeman, Division Chief  
Division 2

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

949.451.0023

**Summary**

This agenda item is submitted for approval to issue a blanket order to San Bernardino Regional Emergency Training Center, a joint powers authority, for tuition costs for Program Part 139 annual burn recertification for ARFF members for an amount not to exceed \$60,000 annually.

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

Not Applicable

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to issue a blanket order to San Bernardino Regional Emergency Training Center for an annual amount not to exceed \$60,000 (\$300,000 aggregate for a five-year term).

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding has been approved in the Adopted FY 2022/23 General Fund Budget.

**Background**

***Project Description***

The San Bernardino Regional Emergency Training Center (SBRETC) is operated through a joint powers agreement between San Bernardino Community College District and the San Bernardino County Fire Department. The facility is a state-of-the-art Aircraft Rescue Firefighter training facility. SBRETC trains firefighters both domestically and internationally and utilizes the latest curriculum and equipment, setting the standard in Aircraft Rescue Firefighting.

SBRETC meets the FAA Part 139 training certification and recertification requirements for our firefighters. The training includes the necessary training elements in live aircraft firefighting and large fire extinguishment utilizing Crash Fire turrets. The program specializes in aircraft

familiarization, communications, fire tactics and strategy, use of foam, use of chemical agents, safety gear, jet engine fires, interior fire operations, cargo fire operations, rescue use of structural apparatus, forcible entry and incident command.

***Current Request***

Training tuition may be paid either through the establishment of a Blanket Order, via Check Request, Purchasing Card authority, or through the travel process. For higher-value and more formal instructional programs such as the annual ARFF Program Part 139 annual burn recertification courses, staff recommend that tuition be paid through a Blanket Order as a best practice.

***Recommendation***

The SBRETC is a government agency therefore the solicitation requirements of the OCFA Purchasing Ordinance do not apply to this engagement (*Purchasing Ordinance 009, Section 1-2(2)e*). However, given that the annual tuition amount paid to San Bernardino Regional Emergency Training Center will exceed the annual threshold for administrative authority delegated by the Roles/Responsibilities/Authorities Matrix, staff is requesting approval and authorization for the Purchasing Manager to issue a blanket order contract with San Bernardino Regional Emergency Training Center for an annual amount not to exceed \$60,000 (\$300,000 aggregate for a five-year term).

***Attachment(s)***

None.