



ORANGE COUNTY FIRE AUTHORITY

BOARD OF DIRECTORS

Regular Meeting Agenda

Thursday, April 25, 2024
6:00 P.M.

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

Link to:

[Board of Directors Member Roster](#)

NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

This meeting is open to the public. Board 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 Board 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 Board 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. E-comments will be provided to the Board members upon receipt and will be part of the meeting record as long as they are received during or before the Board acts on an item. Emails related to an item that are received after the item has been acted upon by the Board 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 board 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, 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 O'Neill

INVOCATION by OCFA Chaplain Emily McColl

PLEDGE OF ALLEGIANCE by Former Director Gene Hernandez

ROLL CALL by Clerk of the Authority

REPORTS

A. Report from Budget and Finance Committee

B. Report from the Fire Chief

- 2023 Annual Statistical Report
- Impact Beyond the Numbers
- Third Quarter Goals and Objectives.
- Firefighter Tracking Summit

PUBLIC COMMENTS

Please refer to instructions on how to submit a public comment on Page 1 of this Agenda.

1. PRESENTATION

A. Recognition of Outgoing Director Gene Hernandez, representing the City of Yorba Linda

2. CONSENT CALENDAR

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

A. Minutes for the Board of Directors 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 28, 2024, Regular Meeting as submitted.

B. Proclamation for Wildfire Awareness and Prevention Season

Submitted by: Matt Olson, Director/Corporate Communications and Sophia Champieux, Public Relations Manager/Corporate Communications

Recommended Action:

Approve proclamation designating mid-summer through early autumn as “Wildfire Awareness and Prevention Season.”

C. Proclamation for Drowning Prevention and Awareness Season

Submitted by: Matt Olson, Director/Corporate Communications and Sophia Champieux, Public Relations Manager/Corporate Communications

Recommended Action:

Approve proclamation designating May and continue through August as “Drowning Prevention Awareness” and authorize participation in the “Always Watch the Water” and “Never Swim Alone” 2024 campaigns by encouraging all families, parents, residents, schools, recreational facilities, businesses, and homeowner associations to become partners in preparedness by increasing their knowledge of proper safety measures in drowning prevention.

D. Approval of the California Fire and Rescue Training Authority Urban Search & Rescue Mobilization Exercise Agreement

Submitted by: TJ McGovern, Deputy Chief/Emergency Operations Bureau, Tim Perkins, Assistant Chief/Field Operations South and Sean Lowry, Battalion Chief/US&R Program Manager

Recommended Actions:

1. Approve and authorize the Fire Chief or his designee to execute the proposed agreement and accept \$519,000 from the California Office of Emergency Services (CAL-OES) to administer an approved National US&R Task Force mobilization and deployment exercises.
2. Approve a Budget Adjustment to the FY 2023/24 General Fund (121) budget to increase revenue and expenditures by \$519,000 for MOBEX funding.

E. 2023 Long Term Liability Study & Accelerated Pension Payment Plan

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

On April 10, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Director Chun and Bourne absent).

Recommended Action:

Receive and file the report.

F. Fiscal Year 2022/23 Backfill/Overtime and Calendar Year 2023 Total Earnings/Compensation Analysis

Submitted by: Robert C. Cortez, Assistant Chief/Business Services Department and Alicea Caccavo, Finance Division Manager/Business Services Department

On April 10, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Director Nguyen and Bourne absent).

Recommended Action

1. Direct staff to continue pursuing reductions in overtime by filling vacant positions as quickly as possible after the positions become vacant.
2. Direct staff to continue using overtime to fill shifts which are temporarily vacant, recognizing this as a cost-effective practice for temporary needs.

G. Accept Grant Funds for OCFA's Hazardous Materials Response Team for San Onofre Nuclear Generating Station (SONGS) Response Activities

Submitted by: TJ McGovern, Deputy Chief/Emergency Operations Bureau and Shane Sherwood, Assistant Chief/Field Operations North/HAZMAT

Recommended Action:

Approve a Budget Adjustment in General Fund 121 to increase revenue and expenditures by \$40,000.00 for the grant program award.

3. DISCUSSION CALENDAR**A. Approval of Side Letter Agreement to Memorandum of Understanding Orange County Professional Firefighters Association**

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Department and Lori Zeller, Deputy Chief/Administration & Support Bureau

Recommended Actions:

1. Approve and authorize staff to execute the proposed Side Letter Agreement to the 2023-2027 MOU between the Orange County Fire Authority and the Orange County Professional Firefighters Association.
2. Approve the establishment of the new classifications for Handcrew Squad Boss and authorize the reclassification on the Master Position Control List of four Fire Apparatus Engineer positions to four Handcrew Squad Boss positions.
3. Approve the establishment of the new classification for Handcrew Assistant Superintendent, and authorize the reclassification on the Master Position Control List of four Fire Captain positions to four Handcrew Assistant Superintendent positions.
4. Approve the salary ranges for the positions of Handcrew Squad Boss, Handcrew Assistant Superintendent, Fire Pilot, and Chief Fire Pilot, as detailed in the Updates to Salary Table for Firefighter Bargaining Unit, effective May 3, 2024.

BOARD MEMBER COMMENTS

RECESS TO CLOSED SESSION

The Brown Act permits legislative bodies to discuss certain matters without members of the public present. The Board of Directors find, based on advice from the General Counsel, that discussion in open session of the following matter will prejudice the position of the Authority on item listed below:

CS1. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: One (1) Case

CS2. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code Section 54957.6

Negotiators:

Peter Brown, Liebert Cassidy Whitmore; Stephanie Holloman, Assistant Chief/Human Resources Director and Lori Zeller, Deputy Chief/Administration & Support Bureau

Employee Organizations:

Orange County Professional Firefighters Association, IAFF - Local 3631

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT

ADJOURNMENT – The next meeting of the Orange County Fire Authority Board of Directors will be on Thursday, May 23, 2024, at 6:00 p.m.

AFFIDAVIT OF POSTING

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

Maria D. Huizar, CMC
Clerk of the Authority

FUTURE BOARD AGENDA ITEMS – THREE-MONTH OUTLOOK:

- Proposed FY 2024/25 Budget
- Wildfire Resource Center (Camp 18) Site Selection
- CIP Prefunding Policy
- ABH Reimbursement Rates

UPCOMING MEETINGS:

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

Tuesday, May 7, 2024, 12 noon
Wednesday, May 8, 2024, 12 noon
Tuesday, May 14, 2024, 12 noon
Thursday, May 23, 2024, 5:30 p.m.
Thursday, May 23, 2024, 6:00 p.m.

APPROVED PERFORMANCE GOALS – FY 2023/24 - *Third Quarter Update*

OCFA STRATEGIC GOALS – FY 2023/24 - <i>Third Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)
<p>OCFA's Strategic Goals & Objectives function in a waterfall manner, with overarching goals at the top (Fire Chief) flowing down through the Departments, Sections, and ultimately to individual managers/employees. As our goals flow through the organization, they increase in volume, build momentum, become more detailed in definition, gain sequencing as incremental tasks, and become all the more measurable and quantifiable. And finally, our three goals are interlinked; as we progress towards one, elements of the other two come into play. This calculated process speaks to the organic, ever-evolving nature of the work that not only drives our success, but also empowers us to raise the bar even further.</p> <ul style="list-style-type: none"> ➤ At the highest level, OCFA's Strategic Goals are small in number, broad in scope, designed with a long-term outlook, and relatively static to keep the organization perpetually focused on fulfilling our overarching mission. Strategic Goals are guided by the Fire Chief. ➤ Strategic goals are further supported by Departmental Objectives which provide greater definition, are designed for annual measurement, and bolster forward progress towards the Strategic Goals. Departmental Objectives are guided by Executive Management/department heads. <p>OCFA's annual goals, objectives, and performance measures guide our priorities and efforts throughout the year to ensure progress on intentional organizational goals.</p>		
OCFA's FY 2023/24 Strategic Goals, led by Fire Chief Brian Fennessy:		
1. <u>Our Service Delivery</u> <i>Goal #1: Our service delivery model is centered on continuous improvement. All services are sustainable through a range of economic environments and focused on our mission.</i>		
2. <u>Our People</u> <i>Goal #2: Recruit, retain, and promote a diverse and highly skilled workforce that is resilient, accountable, and united in our common mission.</i>		
3. <u>Our Technology</u> <i>Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.</i>		

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = Not Started, In Progress, Complete

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OCFA’s FY 2023/24 Departmental Objectives, led by Executive Management:			
1. <u>Our Service Delivery</u> <i>Goal #1: Our service delivery model is centered on continuous improvement. All services are sustainable through a range of economic environments and focused on our mission.</i>			
<p>a. Assist those OCFA member cities with 201 rights as they navigate the issuance of RFPs to award new 911 Ambulance Service contracts, helping them to achieve beneficial services and financial arrangements.</p> <p>At the July 27, 2023 Board of Directors meeting, staff received Board approval for an RFP scope of work to obtain a comprehensive analysis of Ambulance Transportation Options throughout OCFA’s service jurisdiction, including OCFA cities with 201 rights.</p> <p>At the September 28, 2023 meeting, the Board approved award of contract to Citygate Associates to provide the ambulance system analysis. As of this Third Quarter Update, Citygate Associates is in the process of completing the system-wide analysis.</p>	EMS/Ops Training	TSD: TCD: CB:	7/1/23 6/30/25 OCFA provides value-added subject-matter-expertise resulting in improved ambulance contract terms and services for our member cities.
<p>b. Partner with the County Health Care Agency as they begin to prepare a new RFP (starting January 2024) for the next 5-year 911 Ambulance Service contracts that would become effective in 2025.</p> <p>Staff is coordinating with the OCHCA to assist with its next RFP process. We anticipate that the Ambulance Transportation Options Analysis referenced above will provide valuable input in building the next RFP.</p>	EMS/Ops Training	TSD: TCD: CB:	1/1/24 6/30/25 OCFA provides value-added subject-matter-expertise resulting in improved ambulance contract terms and services for our member cities/county.
<p>c. Conduct a study session with the Board of Directors relative to the JPA governing terms, the differences between cash contract cities and structural fire fund members, OCFA’s history of equity deliberations, and the related Settlement Agreement with the City</p>	Deputy Chief Administration & Support and	TSD: TCD: CB:	7/1/23 6/30/24

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<p>of Irvine. Seek policy direction from the Board regarding its desire to establish an Ad Hoc Committee or Task Force, and for pre-planning actions for the OCFA JPA 2030 Renewal.</p> <p>Staff conducted individual briefings with all 24 OCFA member agencies, including each OCFA Board Director, each OCFA City Manager, and the County's Chief Executive Officer. The purpose of the briefings was to educate about the OCFA's organizational history. Staff then presented this item to the full Board of Directors at the meeting of March 28, 2024. The Board of Directors unanimously voted to receive and file the report.</p>	Business Services		The Board of Directors provides policy direction relative to pre-planning actions for the OCFA JPA 2030 Renewal.
<p>d. Research financial policy options for OCFA to begin prefunding its Capital Improvement Program (CIP), to be proactive in regard to CIP funding, while still allowing some financial flexibility.</p> <p>Staff completed a multi-phase review process with the Budget & Finance Committee (B&FC) to evaluate policy options for prefunding CIP projects. The B&FC's final recommendations for a new CIP Prefunding Policy were presented to the Board of Directors at their meeting of February 22, 2024.</p> <p>During the Board review, a question was raised about disposition of surplus funds upon termination of the OCFA's JPA. General Counsel is researching and preparing a response to the question, and after the question has been answered, staff will return to the Board to seek further direction regarding the proposed CIP Prefunding Policy.</p>	Business Services	TSD: TCD: CB:	7/1/23 6/30/24 The Board of Directors adopts policy changes or confirms existing policy for funding the CIP.
<p>e. Fill the new Strategic Services position and leverage this new position/Section to begin identifying opportunities for organizational process and service improvements, including:</p> <ol style="list-style-type: none"> (1) Conducting operational deployment analysis (2) Developing measurement thresholds for determining service enhancement priorities 	Deputy Chiefs, Business Services & CRR	TSD: TCD: CB:	7/1/23 6/30/24 An analytical Chief Officer is selected to re-establish the OCFA Strategic Services Section and the Section begins building tools for process improvements and

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<p>(3) Responding to housing/commercial development occurring in OCFA member cities/county</p> <p>(4) Partnering with the Community Risk Reduction (CRR) & Business Services Departments to evaluate and update OCFA's Development Impact Fee (with support from an external Development Impact Fee consultant)</p> <p>The Strategic Services position was filled with a Division Chief (Paul Whittaker) at the beginning of the fiscal year. Subsequently, at the October 26, 2023 meeting, the Executive Committee awarded a contract to Citygate for completion of a Field Deployment Standards of Cover (SOC) Update, which will provide Chief Whittaker with the baseline tools needed for future analytics and facilitate identification of target areas in need of service enhancements in OCFA's jurisdiction.</p> <p>In addition, staff is working on an RFP to engage a consultant who can assist with an update to OCFA's Development Impact Fees.</p>			<p>for responding to expanded service needs throughout OCFA's jurisdiction.</p>
<p>f. Complete required training (Flight Safety Simulator and Sikorski Training Academies) for Air Operations personnel to be ready for operational implementation of the new FIREHAWK helicopters, following delivery to OCFA.</p> <p>Required training for Air Operations personnel has begun, and will continue upon delivery of the new FIREHAWK helicopters. Buildout of the FIREHAWKS by United Rotorcraft is nearing completion. The current timeline for delivery of the FIREHAWKS is estimated around June 2024.</p> <p>The FIREHAWK's ease of navigation in aerial firefighting to a reconfigurable cabin that accommodates up to 12 firefighting crew members and their equipment during emergency operations — is being chronicled on all OCFA social media platforms. Thus far, this social media campaign has earned</p>	<p style="text-align: center;">South Operations</p>	<p>TSD: TCD: CB:</p>	<p>7/1/23 6/30/24 The FIREHAWK helicopters are implemented to enhance personnel safety and service delivery.</p>

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417,795 impressions across all platforms. You can monitor the progress by following us on social media @OCFireAuthority and searching the hashtag #OCFAFIREHAWKS.			
<p>g. Prioritize and implement security improvements, as approved by the Board of Directors, which are designed to protect the provision of OCFA services and the employees who provide those services.</p> <p>On January 25, 2024, the Executive Committee awarded a contract to Allied Universal Services (AUS) for Armed Physical Security services at the RFOTC, for a three-year term with two optional one-year renewals. This new contract with AUS will begin on May 1, 2024, with enhanced services that include increased post hours consisting of 24/7/365 protection coverage by one guard, and a second guard position during business hours.</p> <p>In addition, a new contract is being issued for professional physical security management services. The contracted security consultant will act as security advisor to OCFA’s Logistics and Risk Management sections on matters related to improving the safety of staff and public visitors at OCFA’s facilities and fire stations, including during emergency situations. Responsibilities will include assisting to develop security protocols for RFOTC, fire stations, and other OCFA facilities; implement, track, and report on compliance with security protocols, updated emergency response procedures; develop response and action plans for various emergency events; develop training and drill programs for such action plans’ track, review, and analyze security events and provide post-event recommendations, and serve as liaison to the armed guard services representative for OCFA.</p>	Logistics	TSD: TCD: CB:	7/1/23 6/30/24 Prioritized measures for the fiscal year are funded in the budget and are in various stages of implementation by staff.

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2. <u>Our People</u> <i>Goal #2: Recruit, retain, and promote a diverse and highly skilled workforce that is resilient, accountable, and united in our common mission.</i>			
<p>a. Pursue additional actions to reduce force hiring and to improve equitable distribution of force hiring for all ranks, including focus on ECC/Dispatch personnel.</p> <p>Actions taken over the last two fiscal years have continued into FY 23/24 resulting in continued progress to reduce force hiring. From March 2023 to March 2024 the “All Ranks” forcing showed an improvement of 8%.</p> <p>Over the past two years, from January 2022 to December 2023, we have seen the following improvements by rank:</p> <ul style="list-style-type: none">• Fire Captains: 36% improvement• FAE’s: 28% Improvement• FF/PM: 8% Improvement• FF/BLS: 11% Decline – the increase in forces for this rank only was due to Strike Team and Overhead assignments; when members go “Out of County”, the overtime shows as “forces” <p>The improvement in force hiring directly correlates to reduced position vacancies. As of April 2024, vacancies per rank are:</p> <ul style="list-style-type: none">• FC: -14 vacancies• FAE: -2 vacancies• FF/PM: -28 vacancies• FF/BLS: +28 temporarily overfilled (pending promotion to ranks above) <p>To continue this positive momentum, current promotional academies will be completed in June 2024, with 17 FC candidates and 21 FAE candidates</p>	Deputy Chief of Emergency Ops, EMS/Ops Training and HR	TSD: TCD: CB:	7/1/23 6/30/24 The volume of force hiring is reduced as compared to FY 2022/23.

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<p>Management is also working to reduce force hiring for Dispatchers; however, we did experience an increase in forces during this past quarter, as shown below. Management and labor are pursuing a variety of factors through Joint-Labor-Management meetings to improve the work environment, retention of employees, and reduction in force hiring.</p> <table><tr><th colspan="3">Average # of Forced Overtime Shifts Per Employee/Per Month</th></tr><tr><th>Rank</th><th>Dec '23</th><th>Mar '24</th></tr><tr><td>Dispatchers</td><td>1.8</td><td>1.9</td></tr><tr><td>Dispatch Supervisors</td><td>0.0</td><td>1.2</td></tr></table>	Average # of Forced Overtime Shifts Per Employee/Per Month			Rank	Dec '23	Mar '24	Dispatchers	1.8	1.9	Dispatch Supervisors	0.0	1.2			
Average # of Forced Overtime Shifts Per Employee/Per Month															
Rank	Dec '23	Mar '24													
Dispatchers	1.8	1.9													
Dispatch Supervisors	0.0	1.2													
<p>b. Fill the new Organizational Development & Training Manager position and leverage this new position to take actions towards fostering career progression, encouraging professional development, and developing future leaders within OCFA.</p> <p>A recruitment was completed and this position was filled on December 19, 2023 by Ms. Maria Hernandez. Ms. Hernandez is in the process of gaining input from throughout OCFA to begin building new training opportunities.</p>	Deputy Chiefs and HR	TSD: TCD: CB:	7/1/23 6/30/24 A skilled training manager is hired, and new training opportunities are offered for all levels of personnel.												
<p>c. Plan and begin implementing actions to foster OCFA’s cultural growth for diversity, equity, and inclusion (DE&I) including focus and measurements for:</p> <p>(1) Cultural diversity growth in staffing</p> <p>(2) Expanded trainings for cultural growth</p> <p>(3) Increased Outreach & Recruitment Team (ORT) engagement</p> <p>(4) Formation and effective use of DE&I Committee Task Force</p> <p>(Note: This is an ongoing goal.)</p>	Deputy Chiefs, HR & Corporate Communications	TSD: TCD: CB:	7/1/23 6/30/24 Training, messaging, and actions emphasize the importance of a diverse and inclusive workforce.												

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<p>OCFA hosted its first O2X Women’s Wellness Workshop on December 15-16 focused on cognitive function and energy through nutrition, training protocols that reduce injury and overall readiness and resiliency. The program was customized for female tactical readiness.</p> <p>OCFA continues to identify and initiate partnerships with organizations that support our DE&I recruitment and retention initiatives like Anaheim Unified High School District Public Safety Academies, and Empowering Leadership in Latina Athletes (ELLA).</p> <p>OCFA has successfully initiated a partnership with EXP-The Opportunity Engine and Tustin Unified School District to host five (5) high school interns at OCFA Headquarters during Summer 2024, in support of their high school career pathways.</p> <p>We continue to deploy classes that support cultural awareness, emotional intelligence, and inclusivity like Courageous Conversations and expanding content in the next quarter to include Supervising a Multi-Generational Workforce, Implicit Bias Training, and Leading with Cultural Humility.</p>			
<p>d. Develop policies to keep OCFA proactive with classification and compensation issues.</p> <p>Management is currently engaged in various classification and compensation studies in IT, Accounting, Dispatch, and Administrative Support Series, Air Operations, and Wildland Operations to ensure appropriate alignment of duties and responsibilities that support the current and future needs of the Authority. In addition, Management is engaged in discussions with the OCPFA Local 3631 with regard to the Classification and Compensation Policy for the unit.</p>	Human Resources	TSD: TCD: CB:	7/1/23 6/30/24 Guiding policy initiatives are developed and shared in connection with pending decisions relative to classification and compensation.

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Management is also engaged in the meet and confer process with the Orange County Employees Association (OCEA) to create a process that would improve professional development and promotability of highly qualified employees by allowing for flexible staffing within paygrades and classifications within a job family.			
3. <u>Our Technology</u> <i>Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.</i>			
<p>a. Complete the development of the Community Risk Reduction records management system, known as ORION to replace the obsolete Integrated Fire Prevention (IFP) system and thereby improve efficiencies while enhancing quality of service.</p> <p>The build of the ORION system is now 98% complete, with the project remaining under budget. Final adjustments to the system are being made to enable the initial roll-out. Training has begun for system users. The system is scheduled to go live on June 10, 2024 for CRR staff. Ops modules are planned to go-live on January 1, 2025.</p>	Logistics & Community Risk Reduction	TSD: TCD: CB:	7/1/23 (Beta Testing Begins) 6/30/24 The system goes live during the fiscal year, with refinement phases continuing, as needed, post-implementation.
<p>b. Building upon the EMS (Emergency Medical Services) System needs assessment completed in FY 2022/23, identify the best technology, develop the scope for making comprehensive EMS System upgrades, and engage in solicitation/implementation phases of the project.</p> <p>The final version of the EMS System needs assessment was completed in January 2023. IT/EMS is reviewing the project scope and prioritization of needs, which will result in recommendations for purchase of a system and/or development of a solution.</p>	Logistics & EMS/Ops Training	TSD: TCD: CB:	7/1/23 6/30/24 EMS, with support from I/T, jointly prepares the project scope in preparation for system purchase or development, and phased implementation.

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OCFA STRATEGIC GOALS – FY 2023/24 - <i>Third Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<p>Certain time sensitive technology projects have already kicked-off and are in implementation phases, including:</p> <ul style="list-style-type: none"> • First Watch/Pass for the EMS Quality Management Division • RFP completed; new automated medication dispensing system and equipment installation are in-process. • RFI for non-controlled EMS Tracking and Storage System currently being evaluated. 			
<p>c. Complete the Staffing System needs assessment, prioritize and identify the best technology, and develop the scope for making comprehensive System upgrades.</p> <p>Gartner Consulting completed the Staffing System needs assessment report in November of 2023 and provided a number of recommendations for system replacement and enhancements. Staff presented the assessment report results to Executive Management in December of 2023. Staff is in the process of developing a Request for Information (RFI) solicitation to gain additional knowledge of alternative staffing system solutions available in the market.</p>	Deputy Chief of Emergency Ops, Business Services, HR & Logistics	TSD: TCD: CB:	7/1/23 6/30/24 Consultant completes the needs assessment and departments jointly prepare the project scope in preparation for system purchase or development during future fiscal years.
<p>d. Continue implementing the scope and plans developed during FY 2020/21 for targeted cyber-security upgrades, physical-security upgrades connected to technology, and continuity of operations supported by technology (data center colocation facility, backup dispatch center, and data center fire protection upgrade).</p> <ul style="list-style-type: none"> • Cyber-security – Physical Access to IT systems 75% complete; Network access/privileges and software precautions 100% complete; 2-factor login authentication testing complete and being deployed; server and firewall software patching 95% complete. Wireless survey complete; going to bid to upgrade; recommended for 102 access points at RFOTC. A Purchase Order has been issued for third-party security penetration testing of the 	Logistics	TSD: TCD: CB:	7/1/23 6/30/24 Implementation is substantially complete for the Cyber and Physical Security phases; Continuity of Operations implementation continues over the next three fiscal years.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = Not Started, In Progress, Complete

APPROVED PERFORMANCE GOALS – FY 2023/24 - *Third Quarter Update*

OCFA STRATEGIC GOALS – FY 2023/24 - <i>Third Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<p>OCFA network and the penetration testing completed in Dec. 2023. IT staff are in the process of deploying Multi-Factor-Authentication for web-based email access.</p> <ul style="list-style-type: none"> Physical Security Upgrades – Control Access System and surveillance camera upgrades design/engineering complete; bid/award, equipment ordered, all door access card readers upgraded, surveillance cameras installation in process, control access system servers installed in OCFA data center and operational. Project is 75% complete. Full implementation is estimated by June 2024 due to installation delays and change order approval. <p>The Security Guard Services contract for enhanced services (armed guards and increased hours) was approved for contract award at the February 2024 Executive Committee; transition to the new guard services is scheduled to occur on May 1, 2024.</p> <ul style="list-style-type: none"> Data Center Co-location Facility – 20% complete. Location identified (US&R Warehouse). Feasibility study complete; demonstration of Motorola radio communications for Dispatchers with OCSD February 2023. Developing engineering plans for US&R data center, dispatcher offices tenant improvements including power, HVAC, security, emergency generator. Next steps – Complete engineering plans and approval thru City of Lake Forest, solicit bids from vendors, and BOD approval to proceed with construction phase. Alternate dispatch location at FS43 with Dispatch trailer; VESTA modified to extend calls to trailer at FS43, Power and data connections added in Apparatus bay to support live CAD/9-1-1 dispatching. - 100% implemented. Live testing of 911 calls and dispatch complete; upgrading of PCs in existing communications trailer is complete. 			

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = Not Started, In Progress, Complete

APPROVED PERFORMANCE GOALS – FY 2023/24 - *Third Quarter Update*

OCFA STRATEGIC GOALS – FY 2023/24 - <i>Third Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<ul style="list-style-type: none"> • Data Center Fire Protection Upgrade –70% complete. Contract awarded and equipment ordered; installation completed. Supplemental facility update to Data Center determined necessary including improving door seals, and installing additional venting duct work to outdoors. Upgrade to design is complete and change order with the vendor is in process. 			

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, March 28, 2024
6:00 P.M.**

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

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on March 28, 2024, at 6:01 p.m. by Chair O'Neill.

INVOCATION

The Invocation was led by Chaplain Devin Chase.

PLEDGE OF ALLEGIANCE

Director Kalmick led the assembly in the Pledge of Allegiance.

ROLL CALL

John O'Neill, Garden Grove, Chair
Phil Bacerra, Santa Ana
Chris Duncan, San Clemente (6:32 p.m.)
Carol Gamble, Rancho Santa Margarita
Shelley Hasselbrink, Los Alamitos
Joe Kalmick, Seal Beach
Austin Lombard, Tustin
Vince Rossini, Villa Park
Bob Ruesch, Mission Viejo
Joshua Sweeney, Laguna Hills
Donald P. Wagner, County of Orange

Troy Bourne, San Juan Capistrano, Vice Chair
Ross Chun, Aliso Viejo
Katrina Foley, County of Orange
Beth Haney, Yorba Linda
Noel Hatch, Laguna Woods
Tammy Kim, Irvine
Anne Mallari, Cypress (6:16 p.m.)
Chi Charlie Nguyen, Westminster (6:07 p.m.)
Dave Shawver, Stanton
Connor Traut, Buena Park

Absent: Mike Frost, Dana Point
Nitesh Patel, La Palma

Kelly Jennings, Laguna Niguel
Mark Tettemer, Lake Forest

Also present were:

Fire Chief Brian Fennessy
Assistant Chief Robert Cortez
Assistant Chief Rob Capobianco
Assistant Chief Stephanie Holloman
Director of Communications Matt Olson
Clerk of the Authority Maria D. Huizar

Deputy Chief Lori Zeller
Assistant Chief Lori Smith
Assistant Chief Jim Ruane
Assistant Chief Tim Perkins
General Counsel David Kendig

REPORT(S)

A. Report from the Budget and Finance Committee

Budget and Finance Chair Bourne reported at its March 13, 2024, meeting, the Committee reviewed and by unanimous vote recommended forwarding the Designation and Appointment of Interim Treasurer for the Orange County Fire Authority to the Board of Directors to adopt the resolution appointing OCFA's Assistant Chief of Business Services as Interim Treasurer for OCFA effective immediately, until the Treasurer position is filled and formally appointed by the Board. The Committee also reviewed and by unanimous vote recommended forwarding the FY 2023/24 Mid-Year Budget Adjustment to the Board of Directors for the Board to authorize the proposed Mid-Year Budget Adjustments and transfers as detailed within the report and attachments.

Director Nguyen arrived at 6:07 p.m.

B. Report from the Fire Chief

Fire Chief Fennessy reported on the loss of OCFA Fire Captain Rob Culp to cancer. Asking all to remember him, a short film provided a glimpse of how beloved he was as an OCFA firefighter. Thanks were given to firefighters, professional staff, TCTI, OCFA Peer Support, Local 3631, and the Board of Directors for their support for Fire Captain Culp and his family. Chief Fennessy reported OCFA Dispatcher Dawn Hale was recognized by the National Emergency Number Association as "the best" in 911. Training Officer Mindy Miller and Communications and ECC Supervisor Lori Jones were honored by the Association of Public-Safety Communications Officials. Chief Fennessy commented on the annual Open House, noting it was well attended with over 5,000 visitors who were provided fire safety education, with many demonstrations and events throughout the day. Dispatcher Awareness Week provided an opportunity to highlight a lifesaving event as newly trained Dispatcher Wilbert Medina provided direction to a 9-1-1 caller which helped to save an infant's life. Dispatcher Medina and the mother of the infant were recognized by Chair O'Neill and Fire Chief Fennessy.

PUBLIC COMMENTS

None.

1. PRESENTATION(S)

None.

Director Mallari arrived at 6:16 p.m.

2. CONSENT CALENDAR

On motion of Director Rossini and second by Director Kim, approved 20-0 for Agenda Item Numbers 2A-2C (Directors Duncan, Frost, Kelly, Patel, and Tettermer absent).

A. Minutes for the Board of Directors Meeting (FILE 11.06)

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.

Action: Approve the Minutes for the February 22, 2024, Regular Meeting as submitted.

B. Designation and Appointment of Interim Treasurer for the Orange County Fire Authority (FILE 11.17)

Action: Adopt Resolution No. 2024-01 appointing OCFA's Assistant Chief of Business Services, Robert C. Cortez, as Interim Treasurer for the Orange County Fire Authority, effective immediately until the Treasurer position is filled and the new incumbent is formally appointed by the Board.

C. FY 2023/24 Mid-Year Budget Adjustment (FILE 15.4)

Action: Authorize the proposed mid-year budget adjustments and transfers as detailed in this report and attachments.

Director Duncan arrived at 6:32 p.m.

3. DISCUSSION CALENDAR

A. OCFA's Joint Powers Agreement, History of Equity Mitigation, & Planning Beyond 2030 (FILE 10.01C)

Deputy Chief Zeller presented the item.

On motion of Director Bacerra and second by Director Rossini, approved 21-0 (Directors Frost, Jennings, Patel and Tettemer absent) to receive and file the report.

B. FY 2023 SAFER Grant Application (FILE 16.02B6)

Assistant Chief Cortez presented the item.

On friendly amended motion of Director Shawver and second by Director Foley, approved 21-0 (Directors Frost, Jennings, Patel and Tettemer absent) to direct staff to submit the FY 2023 Staffing for Adequate Fire and Emergency Response Grant application to fund the addition of a fourth firefighter/paramedic at Fire Stations 7, 18, 45, 46, and 57 to enhance service delivery, improve efficiency and enhance firefighter safety, and:

- If successful in securing grants, allow OCFA staff to continue to work with the City of Stanton in looking for opportunities to mitigate or phase-in the additional cost associated with 4-0 staffing starting in year 4.
- The City of Stanton be provided with the opportunity to reassess 4-0 staffing in the event that their financial situation changes, and their budget does not allow for the City of Stanton to fully absorb the 4-0 staffing costs in year 4.

C. Delegation of Authority to Approve Agreements for the Temporary Use of Property
(FILE 11.03A)

General Counsel Kendig presented the item.

On motion of Director Kim and second by Director Rossini, approved 21-0 (Directors Frost, Jennings, Patel and Tettemer absent) to adopt Resolution No. 2024-02 amending the OCFA’s “Roles/Responsibilities/Authorities” matrix to broaden the Fire Chief’s delegated authority to approve agreements for the temporary use of property.

BOARD MEMBER COMMENTS

Director Chun reported attending the large animal rescue training at The Shay Animal Training Center in San Juan Capistrano. He recommended other Board of Directors attend for the learning opportunity, noting many firefighters are trained in this type of rescue.

Director Kim thanked staff for a great OCFA Open House. She attended a demonstration provided in partnership with OCFA and Southern California Edison, to learn efficiencies of induction cooking. She felt it was very informative for the general public.

Chair O’Neill thanked the many Board of Directors who attended the Open House and congratulated staff on the well-attended event. He requested the meeting be adjourned in memory of OCFA Fire Captain/Paramedic Robin “Rob” Culp who passed away on March 5, 2024 after serving as a firefighter for 25 years.

RECESS TO CLOSED SESSION

General Counsel Kendig reported the Board would convene to Closed Session to hear items CS2 and CS3.

CS1. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: One (1) Case

CS2. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code Section 54957.6

Negotiators:

Peter Brown, Liebert Cassidy Whitmore; Stephanie Holloman, Assistant Chief/Human Resources Director and Lori Zeller, Deputy Chief/_Administration & Support Bureau

Employee Organizations:

Orange County Professional Firefighters Association, IAFF - Local 3631

CS3. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54954.5

Position:

Fire Chief

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT

General Counsel Kendig stated the Board gave direction to its labor negotiators other than that; there was no reportable action.

ADJOURNMENT – Chair O’Neill adjourned the meeting at 8:19 p.m. The next regular Board of Directors meeting will be held on Thursday, April 25, 2024, at 6:00 p.m.

**Meeting Adjourned in Memory of
OCFA Captain/Paramedic Robin “Rob” Culp**

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2024

Agenda Item No. 2B
Consent Calendar

Proclamation for Wildfire Awareness and Prevention Season

Contact(s) for Further Information

Matt Olson, Director MattOlson@ocfa.org 714.573.6028
Corporate Communications

Sophia Champieux, Public Relations SophiaChampieux@ocfa.org 714.573.6752
Manager / Corporate Communications

Summary

Annually, the Orange County Fire Authority (OCFA) proclaims mid-summer through early autumn as “Wildfire Awareness and Prevention Season.”

Prior Board/Committee Action

Not applicable.

RECOMMENDED ACTION(S)

Approve proclamation designating mid-summer through early autumn as “Wildfire Awareness and Prevention Season.”

Impact to Cities/County

Not Applicable.

Fiscal Impact

There is no fiscal impact associated with this action.

Background

Persistent drought, warmer temperatures, and more severe winds have compounded threatening and devastating wildfire realities in California. OCFA’s goal is to help prevent wildfires and mitigate the threat they pose to Orange County by working collaboratively with our communities to raise awareness through public education, emergency planning tools, and pre-emptive wildfire prevention strategies. Throughout this “Wildfire Awareness and Prevention Season,” the OCFA will be widely sharing such information, empowering its communities to play an integral role in preventing wildfires.

Attachment(s)

Proposed Proclamation

**PROCLAIMING
MID-SUMMER – EARLY AUTUMN 2024 AS
WILDFIRE AWARENESS AND PREVENTION SEASON**

WHEREAS, in 2020, over four million acres were burned across the state, setting a new record. Since then, the State of California saw a substantial decrease in both the number of wildfires and the total acreage burned, compared to the five-year average. The total acreage burned was remarkably lower, with approximately 325,000 acres affected, significantly less than the 5-year average of over 2,300,000 acres.

WHEREAS, climate change has created a new wildfire reality in California. Persistent drought, warmer temperatures and more severe winds have created conditions that will lead to more frequent and catastrophic fires. Additionally, the cost of suppressing wildfires and the subsequent recovery efforts can be substantial. To meet this challenge, California must adopt an all-of-the-above approach to protecting public safety and maintaining the health of our forests; and

WHEREAS, extreme fires are a growing threat to public health and safety, to homes, to air quality and climate goals. More than 25 percent of the state's population lives in high fire-risk areas. Sudden and intense wildfires may swiftly emerge, traversing vast distances and penetrating urban zones far from their origin, thereby detrimentally affecting public health and diminishing overall quality of life.

WHEREAS, every citizen has a key role in preventing destructive wildfires from occurring. Public education and up-to-date regional emergency planning will be key to making our communities more resilient to the impacts of wildfire and other extreme weather events. Orange County residents can learn about Ready, Set, Go! to prepare for wildfire season and help prevent loss of life and property at www.OCFA.org/RSG; and

NOW, THEREFORE BE IT RESOLVED, that the Orange County Fire Authority Board of Directors does hereby proclaim the height of wildfire season beginning in mid-summer and running through early autumn as “Wildfire Awareness and Prevention Season” and encourages everyone to do their part to raise public awareness, take steps to protect our homes and businesses, and to prevent sparking a wildfire. One less spark means one less wildfire.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2024

Agenda Item No. 2C
Consent Calendar

Proclamation for Drowning Prevention and Awareness Season

Contact(s) for Further Information

Matt Olson, Director
Corporate Communications

MattOlson@ocfa.org

714.573.6028

Sophia Champieux, Public Relations
Manager / Corporate Communications

SophiaChampieux@ocfa.org

714.573.6752

Summary

Annually, the Orange County Fire Authority proclaims its participation in drowning prevention campaigns that kick-off in May and continue through August in an effort to increase awareness and preparedness of Orange County residents by increasing their knowledge of proper safety measures in drowning prevention.

Prior Board/Committee Action

Not applicable.

RECOMMENDED ACTION(S)

Approve proclamation designating May and continue through August as “Drowning Prevention Awareness” and authorize participation in the “Always Watch the Water” and “Never Swim Alone” 2024 campaigns by encouraging all families, parents, residents, schools, recreational facilities, businesses, and homeowner associations to become partners in preparedness by increasing their knowledge of proper safety measures in drowning prevention.

Impact to Cities/County

Not Applicable.

Fiscal Impact

There is no fiscal impact associated with this item.

Background

Persistent high temperatures, increased water activity, and lack of awareness have exacerbated the risk of drowning incidents in California. Our aim at the Orange County Fire Authority (OCFA) is to curb the prevalence of drowning incidents and minimize their impact on our communities by fostering collaboration and raising awareness. Through comprehensive public education, emergency preparedness resources, and proactive drowning prevention strategies, we strive to empower individuals to recognize and mitigate the dangers of water-related activities. As we enter Drowning Prevention Season, OCFA is committed to disseminating vital information widely, empowering communities to take proactive measures and become proactive participants in preventing drowning incidents.

Attachment(s)

Proposed Proclamation

**PROCLAIMING
MAY - AUGUST, 2024 AS
DROWNING PREVENTION AND AWARENESS SEASON**

WHEREAS, in the United States, an average of 3,500 to 4,000 people drown per year, an average of 10 fatal drownings per day. Drowning remains the leading cause of death and disability in California for children under five years of age; and

WHEREAS, drowning can occur anywhere there is water. Drowning occurs in lakes and oceans, pools, bathtubs, and even buckets of water.

WHEREAS, for every child who dies from drowning, another seven receive emergency care for non-fatal submersion injuries; and

WHEREAS, drowning can be silent and occur in as little as two inches of water. Among infants under 1 year old, two thirds of all drownings occur in bathtubs.

WHEREAS, the themes of this year's water safety campaign "Always Watch the Water" and "Never Swim Alone" gives in-depth information that will be provided by staff on what Orange County residents can do to prevent drowning; and

WHEREAS, the initiatives set forth in the "ABCs of Water Safety" program will increase public awareness regarding proper procedures to prevent this needless tragedy; and

WHEREAS, the Orange County Fire Authority will be taking this opportunity to increase public awareness about drowning prevention through a robust community outreach campaign; and

NOW, THEREFORE BE IT RESOLVED, that the Orange County Fire Authority Board of Directors does hereby proclaim its participation in the "Always Watch the Water" and "Never Swim Alone" 2024 campaigns that kick-off in May and continue through August by encouraging all families, parents, residents, schools, recreational facilities, businesses, and homeowner associations to become partners in preparedness by increasing their knowledge of proper safety measures in drowning prevention.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2024

Agenda Item No. 2D
Consent Calendar

Approval of the California Fire and Rescue Training Authority
Urban Search & Rescue Mobilization Exercise Agreement

Contact(s) for Further Information

TJ McGovern, Deputy Chief
Emergency Operations Bureau

TJMcGovern@ocfa.org

949.217.4892

Tim Perkins, Assistant Chief
Field Operations South

TimPerkins@ocfa.org

714.573.6761

Sean Lowry, Battalion Chief
US&R Program Manager

SeanLowry@ocfa.org

949.274.5712

Summary

This agreement provides OCFA with \$519,000 from the California Office of Emergency Services (CAL-OES) to perform the Urban Search & Rescue (US&R) Task Force mobilization and deployment exercise (MOBEX) no later than June 2025.

Prior Board/Committee Action

On February 24, 2022, the Board of Directors accepted a similar agreement to carry out the 2022 mobilization and deployment exercise.

RECOMMENDED ACTION(S)

1. Approve and authorize the Fire Chief or his designee to execute the proposed agreement and accept \$519,000 from the California Office of Emergency Services (CAL-OES) to administer an approved National US&R Task Force mobilization and deployment exercises.
2. Approve a Budget Adjustment to the FY 2023/24 General Fund (121) budget to increase revenue and expenditures by \$519,000 for MOBEX funding.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The fiscal impact includes new revenue of \$519,000, with corresponding proposed expenditures in FY 2023/24. This MOBEX exercise is cost neutral to the OCFA, and the proposed adjustments to the FY 2023/24 budget will have no impact to cash contract city charges.

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

Background

California Task Force Five (CA TF-5), located in Orange County and sponsored by the Orange County Fire Authority, is one of 28 National Urban Search and Rescue (US&R) Task Forces. CA TF-5 has used past funds and activation reimbursements to equip and train the task force members for the mission of rescuing victims of natural disasters, man-made disasters, or weapons of mass destruction/terrorist responses.

Currently, CA TF5 maintains a response capability that includes apparatus and equipment supply inventory worth approximately \$8 million. There is also a personnel cadre of over 220 members, composed of a civilian element of structural engineers, disaster canines, physicians, and firefighters from the participating agencies of Anaheim, Orange, and the OCFA.

The California Governor's Office of Emergency Services (Cal OES) has authorized \$519,000 to each US&R Task Force to administer an approved National US&R Task Force mobilization and deployment exercises. The US&R Task Force mobilization and deployment exercise is tentatively scheduled for January 2025.

This agreement aims to continue developing and maintaining the National US&R response system resources so that they are prepared to provide qualified, competent US&R personnel in support of all US&R activities/incidents under the Federal, State, and local Response Plans.

Attachment(s)

Agreement for Task Force Deployment Exercise and Training

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

A231012396

PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

Orange County Fire Authority

2. The term of this Agreement is:

START DATE

January 1, 2024, or upon approval, whichever is later

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$519,000.00

Five Hundred Nineteen Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Statement of Work (SOW)	10
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit B-1	Cost Sheet	1
+	Exhibit C	General Terms and Conditions	1
-			

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Orange County Fire Authority

CONTRACTOR BUSINESS ADDRESS

1 Fire Authority Road

CITY

Irvine

STATE

CA

ZIP

92602

PRINTED NAME OF PERSON SIGNING

Sean Lowry

TITLE

Battalion Chief / Program Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS

10391 Peter A McCuen Blvd

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Eric Swanson

TITLE

Deputy Director, Finance & Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

California Governor's Office of Emergency Services

County of Orange Fire Department
MOBEX Exercise & Training - CA Task Force 5
Agreement No. A231012396

EXHIBIT A
STATEMENT OF WORK (SOW)

FEMA US&R California Mobilization Exercise and Training
- CA-Task Force 5

1. OBJECTIVE

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES", requires Orange County Fire Authority, hereinafter referred to as "Fire Agency", to govern the reimbursements for the costs of providing the Mobilization Exercise (MOBEX). The MOBEX will allow Cal OES and the Fire Agency assignee agencies to attend, and successfully complete, MOBEX requirements identified in training scheduled by Cal OES, specifically related to the Federal Emergency Management Agency (FEMA) Urban Search and Rescue (US&R) California MOBEX Program. Cal OES and the Fire Agency will use the most cost-effective means for providing funding for the Fire Agency MOBEX.

The Agreement includes funding for the Fire Agency to participate in a thirty-six (36) hour operational period MOBEX, with an additional six (6) hours for mobilization and six (6) hours demobilization for forty-eight (48) hours total.

The Fire Agency is approved for a 3% administrative fee for processing invoices for reimbursement.

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be January 1, 2024, or upon approval, whichever is later, through June 30, 2025, with the option to extend for one (1) additional twelve (12) month term at the original rates evaluated and considered.
- B. The Fire Agency shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Fire Agency and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Fire Agency may execute written amendments to alter the method, price, or schedule of the work, subject to the limitations set forth by California Public Contract Code, section 100 et seq, and the California State Contracting Manual, Volume 1.

California Governor's Office of Emergency Services

County of Orange Fire Department
MOBEX Exercise & Training - CA Task Force 5
Agreement No. A231012396

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed \$519,000.00 and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein.

4. QUALIFICATIONS

Attendee must be a rostered member of the FEMA US&R Task Force.

5. PROJECT TASKS AND DELIVERABLES

The Fire Agency must perform project tasks and/or deliverables including, but not limited to, the following:

- A. The Fire Agency shall submit a proposed date for their MOBEX within thirty (30) days after the execution of the Agreement.
- B. The Fire Agency shall provide Training Exercise Plan (TEP) to include:
 - i. Initial plan no later than six (6) months prior to MOBEX execution;
 - ii. Midterm plan no later than three (3) months prior to MOBEX execution;
 - iii. Final plan no later than thirty (30) days prior to MOBEX execution.
- C. The Fire Agency shall conduct a survey of site location for capabilities, confirm address of location, and provide proposed scenarios no later than three (3) months prior to MOBEX execution.
- D. The Fire Agency shall identify the number of evaluators and controllers needed to meet objectives, which FEMA US&R teams are providing them; and create an evaluator/controller roster no later than thirty (30) days prior to MOBEX execution.
- E. The Fire Agency shall conduct a site walk, exercise brief, orientation of site; and review exercise scenarios with the evaluators / controllers one (1) to three (3) days prior to the MOBEX execution.
- F. The Fire Agency shall complete exercise set up to include staging and positioning of personnel, equipment, and consumables prior to MOBEX execution.
- G. Cal OES, in conjunction with the Fire Agency, shall schedule the MOBEX training to maintain sustainability for the FEMA US&R Task Force team.

California Governor's Office of Emergency Services

County of Orange Fire Department
MOBEX Exercise & Training - CA Task Force 5
Agreement No. A231012396

- H. The training shall consist of one (1) thirty-six (36) hour Mobilization Exercise which includes pre and post exercise planning; mobilization (transportation of personnel and cache); exercise operational period (establishment of base operations and onsite operations); and demobilization of personnel and cache.
- I. The MOBEX shall provide initial training for new team members and continual education for existing personnel to maintain competency and prepare for readiness to respond to any local, regional, or state disaster or catastrophe at which their specialized US&R and technical rescue capabilities are required in support of first responder units. The staff attending the MOBEX shall ensure that the Fire Agency is prepared for response to US&R event within the State of California.
- J. The hosting Fire Agency shall confirm that all attendees are rostered members of the FEMA US&R Task Force.
- K. Cal OES shall reimburse the Fire Agency for consumable items such as lumber, concrete, steel, tool bits/blades, chain, batteries, or items that require replacement during normal wear and tear expended during training, not to exceed the amount for consumables contained in Exhibit B-1, Cost Sheet.
- L. The Fire Agency shall produce and provide an After-Action Report (AAR) utilizing Homeland Security Exercise and Evaluation Program (HSEEP) format to Cal OES Contract Manager within sixty (60) days from training exercise completion.
- M. The AAR shall also include support fee details related to mobilization, transportation (, base of operations and demobilization.
- N. The Fire Agency shall provide exercise evaluators to support partner FEMA US&R teams for their MOBEX requirements.
 - i. The Fire Agency shall provide a Lead Evaluator who shall manage the Evaluation Team and produce the Evaluation Summary for the participating Task Force(s) and submits the evaluation results to the Fire Agency and Cal OES at the end of the training.
- O. The Fire Agency shall ensure that all reimbursable training meets the California Specialized Training Institute (CSTI) requirement/standards or receive pre-approval from Cal OES.
- P. The Fire Agency shall provide Cal OES a team roster along with documentation that all students have completed the required MOBEX.

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Agreement No. A231012396

6. ACCEPTANCE OF SERVICES

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

- A. The Fire Agency is responsible for obtaining approval from Cal OES California Specialized Training Institute Fire and Rescue Senior Coordinator before beginning any services.
- B. The Fire Agency shall meet all timelines and deliverable due dates as described herein.
- C. It shall be Cal OES' sole determination as to whether services have been successfully completed and are acceptable.
- D. The Fire Agency costs related to rework of unacceptable work products shall be costs of the Fire Agency and shall not be billed to Cal OES.
- E. Invoices shall be due and payable, and payment shall be made, only after satisfactory completion of the training and acceptance of the invoice by Cal OES.
- F. Invoices can be submitted monthly in arrears, identifying staff name, classification, period of service, and the costs per category as shown on the Exhibit B-1, Cost Worksheet.

7. FIRE AGENCY RESPONSIBILITIES

- A. This serves as a notice under Executive Order N-6-22 that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.
- B. The Fire Agency shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- C. The Fire Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.

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- D. If a Fire Agency employee is unable to perform due to illness, resignation, or other factors beyond the Fire Agency's control, the Fire Agency shall provide qualified and suitable substitute personnel.

8. CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a person to whom all Fire Agency communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Fire Agency to ensure understanding of the responsibilities of both parties.
- B. Cal OES shall provide access to department staff and management, offices, and operation areas, as required, to complete the tasks and activities defined under this Agreement.

9. PERFORMANCE

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Fire Agency as a result of this SOW. Should the work performed, or the products produced by the Fire Agency fail to meet Cal OES' conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- A. Cal OES will notify the Fire Agency of such problems in writing within five (5) business days.
- B. The Fire Agency must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Fire Agency plans to mitigate the issue.
- i. Failure by the Fire Agency to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all work accepted prior to termination.
- C. Cal OES will, within five (5) business days after receipt of the Fire Agency's corrective action plan, notify the Fire Agency in writing whether it accepts or rejects the plan.
- i. If Cal OES rejects the corrective action plan, the Fire Agency will submit a revised plan within three (3) business days. Failure by the Fire Agency to respond to Cal OES' notification may result in immediate termination of the Agreement.
- D. Upon receipt of the revised corrective action plan, Cal OES will notify the Fire Agency in writing whether it accepts or rejects the revised plan within three (3) business days.

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- i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.
- E. In the event of Agreement termination, Cal OES shall pay all amounts due to the Fire Agency for all work accepted prior to termination.

10. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Fire Agency will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

- First level: Jack Fry, Deputy Chief, CSTI Fire and Rescue Training
(916) 628-7015
Jack.Fry@CalOES.ca.gov
- Second level: Justin Freiler, Deputy Superintendent CSTI
(805) 594-2148
Justin.Freiler@CalOES.ca.gov
- Third level: Larry Collins, Deputy Chief, Special Operations & Hazardous Materials Division, Fire and Rescue Branch
(916) 845-8636
Larry.Collins@CalOES.ca.gov

11. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Fire Agency. In the event of termination, Cal OES shall pay all amounts due the Fire Agency for all services rendered and accepted prior to termination.

Additional conditions for termination include, but are not limited to, the following:

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.

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- B. This Agreement may be suspended or cancelled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.
- C. Cal OES may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if Cal OES determines that a termination is in the State's interest.
 - i. Cal OES shall terminate by delivering to the Fire Agency a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.
 - ii. After receipt of a Notice of Termination, and except as directed by Cal OES, the Fire Agency shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Fire Agency shall:
 - a) Stop work as specified in the Notice of Termination.
 - b) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - c) Terminate all subcontracts to the extent they relate to the work terminated.
 - d) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.
- D. The Fire Agency may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

12. SUBCONTRACTING PROVISIONS

- A. The Orange County Fire Authority will act as the prime Fire Agency under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Fire Agency shall also identify its subcontractor affiliation, as applicable.

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- B. Subcontracting is limited to other FEMA US&R Task Force teams for the sole purpose of performing the exercise evaluations, as this cannot be completed by the Primary Fire Agency.
- C. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- D. All subcontractors must meet or exceed the minimum qualifications for the project team personnel set forth in Paragraph 4, Exhibit A. and must possess the qualifications during the term of the Agreement.
- E. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractor, and no subcontract shall relieve the Fire Agency of its responsibilities and obligations hereunder. The Fire Agency is fully responsible to Cal OES for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them.
- F. The Fire Agency's obligation to pay its subcontractor is an independent obligation from Cal OES' obligation to make payments to the Fire Agency. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- G. The services may be subcontracted without limitation only when 1) the primary agreement is a subvention agreement or 2) the total of all subcontracts does not exceed \$50,000 or 25% of the total Agreement amount, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements; or all subcontracts are with one of the following entities:
 - i. A California State agency, State college or State university
 - ii. A state agency, state college or state university from another state
 - iii. A local governmental entity, including those created as a Joint Powers Authority (JPA), and including local government entities from other states.
 - iv. An auxiliary organization of the CSU, or a California community college.
 - v. The Federal Government
 - vi. A foundation organized to support the Board of Governors of the California Community Colleges
 - vii. An auxiliary organization of the Student Aid Commission established under Education Code § 69522.

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County of Orange Fire Department
 MOBEX Exercise & Training - CA Task Force 5
 Agreement No. A231012396

- H. If the total of all subcontracts exceeds \$50,000 or 25% of the total Agreement amount, whichever is less, then higher levels of subcontracting are permissible if the subcontract is justified and not for the purpose of circumventing state contracting requirements, and:
- i. Certification by the Fire Agency that the subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders; or
 - ii. Approval by the Cal OES' Director explaining the reason the subcontract(s) are included in this Agreement rather than being separately bid and contracted for by Cal OES and attesting that the selection of the subcontractor(s) without competitive bidding was necessary to promote the Cal OES' needs and was not done for the purpose of circumventing competitive bidding or other state contracting requirements.

13. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service-related inquiries:

The California Governor's Office of Emergency Services		Orange County Fire Authority	
NAME:	Contract Manager, Jason Kindt, Emergency Management Coordinator / Instructor 2	NAME:	Sean Lowry, Battalion Chief / Program Manager
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	1 Fire Authority Road Irvine, CA 92602
PHONE:	(916) 628-3701	PHONE:	(949) 837-7468
EMAIL:	Jason.Kindt@caloes.ca.gov	EMAIL:	seanlowry@ocfa.org

California Governor's Office of Emergency Services

County of Orange Fire Department
MOBEX Exercise & Training - CA Task Force 5
Agreement No. A231012396

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		Orange County Fire Authority	
NAME:	Barbara Filipowski, Contract Analyst	NAME:	Sean Lowry, Battalion Chief / Program Manager
ADDRESS:	10391 Peter A McCuen Blvd. Mather, CA 95655	ADDRESS:	1 Fire Authority Road Irvine, CA 92602
PHONE:	(916) 364-4567	PHONE:	(949) 837-7468
EMAIL:	Barbara.Filipowski@caloes.ca.gov	EMAIL:	seanlowry@ocfa.org

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County of Orange Fire Department
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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted after services are rendered and shall include the following information:
 - A. Agreement No.
 - B. Fire Agency / CA-TF5
 - C. Service
 - D. Itemized Cost
 - E. Invoice Date
 - F. Invoice Number

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Contractor's costs related to items such as travel and per diem shall be inclusive in the Cost Sheet, Exhibit B-1, and will not be paid separately as part of this Agreement.
4. Submit invoices to:

California Governor's Office of Emergency Services
Accounting Unit
CSTInvoice@caloes.ca.gov

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other considerations under this Agreement and the Fire Agency shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES or offer an amendment to the Fire Agency to reflect the reduced amount.
7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

California Governor's Office of Emergency Services

County of Orange Fire Department
MOBEX Exercise & Training - CA Task Force 5
Agreement No. A231012396

EXHIBIT B-1
COST SHEET

The Fire Agency shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

ITEM NO.	DESCRIPTION	PRICE
1	FEMA US&R California Task Force 5 Mobilization Exercise and Training	\$402,000.00
2	Consumables*	\$60,000.00
3	Support Fees (Transportation, equipment cache rehab, etc.)	\$12,000.00
4	Evaluation	\$30,000.00
5	Administration	\$15,000.00
Grand Total		\$519,000.00

* Receipts shall be submitted for expenditures related to consumable purchases.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) are hereby incorporated by reference and can be accessed by visiting the following links:

Non-IT Services General Terms and Conditions (Rev. 04/2017):

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>

In Process

Certificate Of Completion

Envelope Id: AD7A5E3ABD8B4FA89DF0929B34C63FC1

Status: Sent

Subject: Please DocuSign Contract #A231012396

Region:

Source Envelope:

Document Pages: 21

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Barbara Filipowski

AutoNav: Enabled

3650 Schriever Ave

Enveloped Stamping: Enabled

Mather, CA 95630

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Barbara.Filipowski@CalOES.ca.gov

IP Address: 50.168.44.130

Record Tracking

Status: Original

Holder: Barbara Filipowski

Location: DocuSign

3/25/2024 9:22:15 AM

Barbara.Filipowski@CalOES.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: California Governor's Office of Emergency Services

Location: DocuSign

Signer Events**Signature****Timestamp**

Flora Karami

Completed

Sent: 3/25/2024 9:25:30 AM

flora.karami@caloes.ca.gov

Viewed: 3/25/2024 5:09:41 PM

Staff Services Manager I

Signed: 3/25/2024 5:11:47 PM

Carahsoft OBO California Governor's Office of Emergency Services

Using IP Address: 50.168.44.130

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Barbara Filipowski

DocuSigned by:


0B31EAE5A51847E...

Sent: 3/25/2024 5:11:51 PM

barbara.filipowski@caloes.ca.gov

Viewed: 3/26/2024 7:35:00 AM

Security Level: Email, Account Authentication (None)

Signed: 3/26/2024 7:35:07 AM

Signature Adoption: Pre-selected Style

Using IP Address: 174.208.163.28

Signed using mobile

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Lewis

DocuSigned by:


616D77833A5144B...

Sent: 3/26/2024 7:35:10 AM

Michelle.Lewis@caloes.ca.gov

Viewed: 3/26/2024 8:26:43 AM

Accounting Administrator III

Signed: 3/26/2024 8:26:58 AM

Carahsoft OBO California Governor's Office of Emergency Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 50.168.44.130

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sean Lowry

Sent: 3/26/2024 8:27:01 AM

seanlowry@ocfa.org

Resent: 3/26/2024 8:33:46 AM

Security Level: Email, Account Authentication (None)

Viewed: 3/26/2024 12:39:24 PM

Electronic Record and Signature Disclosure:

Accepted: 3/26/2024 12:39:24 PM

ID: 01b0d303-c287-4594-b918-91b557410206

Signer Events	Signature	Timestamp
Eric Swanson		
Eric.Swanson@caloes.ca.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/25/2024 9:25:31 AM
Envelope Updated	Security Checked	3/26/2024 8:33:45 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO California Governor's Office of Emergency Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO California Governor's Office of Emergency Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kris.rhodewalt@caloes.ca.gov

To advise Carahsoft OBO California Governor's Office of Emergency Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kris.rhodewalt@caloes.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO California Governor's Office of Emergency Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO California Governor's Office of Emergency Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

In Process

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO California Governor's Office of Emergency Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO California Governor's Office of Emergency Services during the course of your relationship with Carahsoft OBO California Governor's Office of Emergency Services.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2024

Agenda Item No. 2E
Consent Calendar

**2023 Long Term Liability Study
& Accelerated Pension Payment Plan**

Contact(s) for Further Information

Robert C. Cortez, Assistant Chief robertcortez@ocfa.org 714.573.6012
Business Services Department

James Slobojan, Assistant Treasurer james.slobojan@ocfa.org 714.573.6305
Treasury & Financial Planning

Summary

This annual agenda item is submitted to provide information on the Orange County Fire Authority's (OCFA) total long term liabilities and strategies for mitigating and/or funding the liabilities.

Prior Board/Committee Action

As this is an annual report, the last presentation to the Board of Directors was at its February 23, 2023, meeting.

On April 10, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Director Chun and Bourne absent).

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Strategic planning to reduce liabilities where possible and provide early funding for those liabilities which cannot be reduced, will assist OCFA in sustaining frontline emergency services for our member agencies and the citizens we serve.

Fiscal Impact

During the past ten years, the OCFA Board of Directors' support of the Accelerated Pension Payment Plan has enabled OCFA to make accelerated payments totaling \$124.3 million, resulting in interest savings of \$76.7 million on behalf of the Orange County citizens and taxpayers who fund our services.

Background

In order to determine an agency's financial stability, one must look at all of its long-term obligations or liabilities, not just pensions. The Liability Study (Attachment 1) examines all of OCFA's long-term liabilities, with primary focus on the pension liability and retiree medical liability.

Accelerated Pension Payment Plan

Currently, OCFA's pension liability funding level is 93.7%, which exceeds the Board's target of 85%. Therefore, in FY 2022/23, OCFA directed \$17.7 million of additional payments towards its Retiree Medical Unfunded Actuarial Accrued Liability (UAAL) to the Orange County Employees' Retirement System (OCERS).

To continue to evaluate progress associated with the accelerated funding of OCFA's pension liability, OCFA requested OCERS' actuary, Segal Consulting, to update the following:

- How much OCFA saved in interest annually since 2013 by making additional payments towards its UAAL?
- When would OCFA achieve 100% funding?

The actuary reported back that OCFA has saved \$76.7 million in interest by making additional payments towards its UAAL and has achieved 93.7% funding as of December 31, 2022, and will achieve 100% funding by December 31, 2031, assuming all other actuarial inputs are held constant.

Last year's forecast indicated that OCFA would attain a 100% funded status by December 31, 2023. However, due to OCERS experiencing a loss of 14.84% (-7.84% actual rate of return compared to the assumed rate of return of 7%) in 2022, the timeline for achieving 100% funded status has been updated.

Irvine Settlement Agreement

As part of the Irvine Settlement Agreement, OCFA agreed to establish a 115 Trust and to make annual deposits of \$2 million, dedicated solely for future application to OCFA's pension liability. On May 23, 2019, the OCFA Board approved establishing the 115 Trust with the Public Agency Retirement Services (PARS), and the initial deposit of \$2 million was made on July 1, 2019. OCFA is to continue to make annual deposits of \$2 million each year. However, if OCFA has not funded 85% of its pension liability as determined by OCERS, then the required 115 Trust payment will be reduced to \$1,500,000 per fiscal year until OCFA achieves the targeted 85% funding level and the \$500,000 reduction will instead be contributed to OCERS as an additional employer pension contribution. Since OCFA's pension plan is currently 93.7% funded, for FY 2023/24 the full \$2 million was deposited into the PARS 115 Trust to reduce the pension liability.

A hypothetical allocation of OCFA's pension liability by member city can be found in Attachment 3, and the allocation of the PARS 115 trust assets by member city can be found in Attachment 4.

The OCFA has already taken many steps to reduce some of its long-term liabilities and accelerate funding of other liabilities. Staff is committed to continue seeking additional ways to mitigate liability impacts, fund the accrued liabilities, and ensure the long-term viability of the organization.

Attachment(s)

1. 2023 Long Term Liability Study
2. Updated Snowball Strategy
3. Hypothetical Allocation of Pension Liability Per City
4. Allocation of PARS 115 Trust Assets by City
5. PowerPoint presentation from the B&FC meeting

ORANGE COUNTY FIRE AUTHORITY



2023 LIABILITY STUDY

OCFA'S LONG TERM LIABILITES

APRIL 2024

OCFA'S LONG TERM LIABILITY STUDY

I. OBJECTIVE

One of the key components of fiscal responsibility is prudent management of long-term liabilities. The objective of this annual study is to provide an accurate assessment of the OCFA's **total** long-term obligations and to continuously identify strategies to reduce and/or fund the liabilities.

II. BACKGROUND

OCFA's long term liabilities include:

- A. Defined Benefit Pension Plan
- B. Defined Benefit and Defined Contribution Retiree Medical Plans
- C. Workers Compensation Claims
- D. Accrued Compensated Absences (accumulated sick and vacation payouts)
- E. Leases

The liabilities above, and strategic funding for each, remain a focus for OCFA as discussed below.

A. DEFINED BENEFIT PENSION PLAN

In a *defined benefit plan*, employees receive *specific benefits* upon retirement, based on a pre-established formula. For example, a pension plan may provide retirees an annual retirement income which is determined in accordance with an agreed-upon formula, such as a predetermined percentage of annual earnings multiplied by the number of years of service.

The OCFA participates in the Orange County Employees' Retirement System (OCERS), a cost sharing multiple-employer, defined benefit pension plan. All OCFA regular, full-time, and part-time employees become members of OCERS upon employment, and the OCFA makes periodic contributions to OCERS as part of the funding process. The contributions submitted to OCERS are divided into employer and employee contributions. The combination of these contributions and investment income from OCERS' investments are structured to fund the employees' retirement benefits by the time the employees retire.

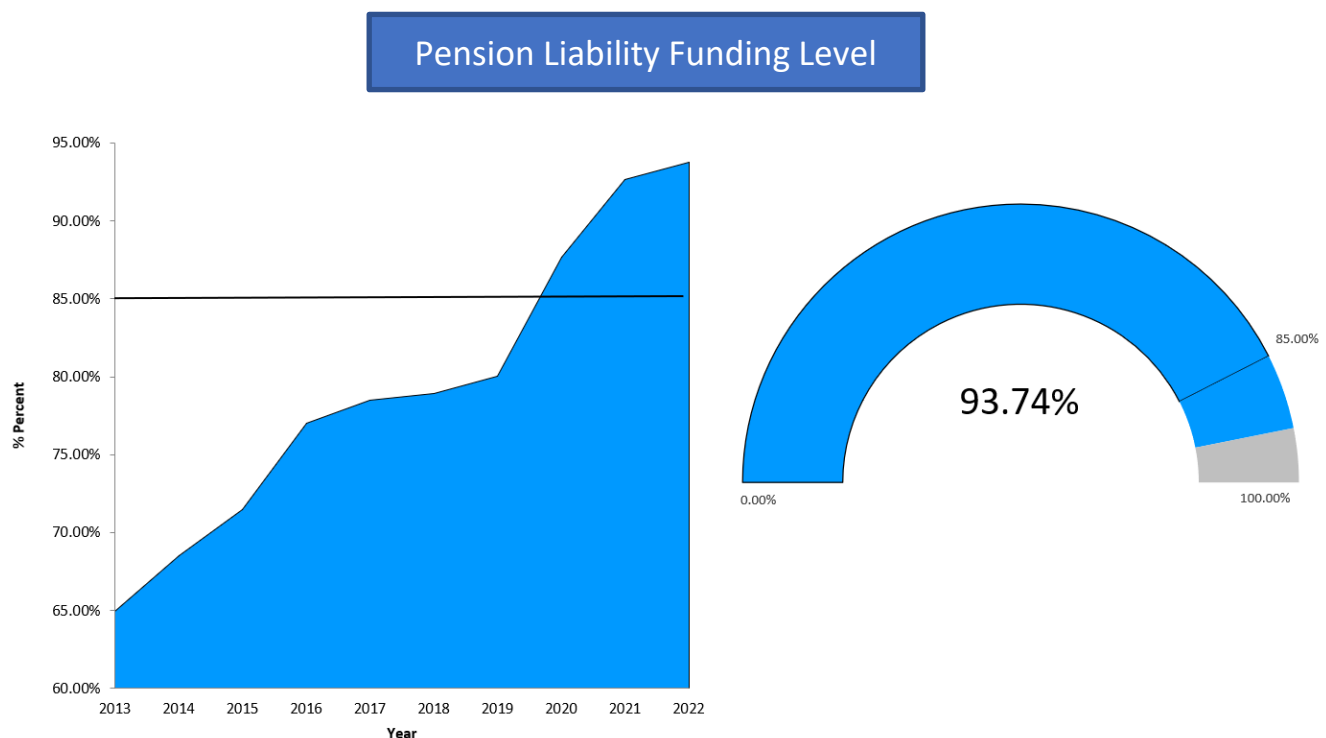
The OCFA's employees are distributed into two employee categories for purposes of retirement benefits, identified as Safety members and General members. Both the Safety and General categories include three tiers of retirement benefit formulas each, depending on date of hire:

	Hired Prior to July 1, 2012	Hired Between July 1, 2012 – Dec. 31, 2012	Hired on or after Jan. 1, 2013 (w/out reciprocity)
Safety	3% @ 50	3% @ 55	2.7% @ 57
	Hired Prior to July 1, 2011	Hired Between July 1, 2011 – Dec. 31, 2012	Hired on or after Jan. 1, 2013 (w/out reciprocity)
General	2.7% @ 55	2% @ 55	2.5% @ 67

OCFA Retirement Costs, Liabilities and Funding

OCFA's annual retirement costs represent approximately \$82 million or 16.5% of the Authority's FY 2023/24 General Fund budget. Each year, the Authority receives its retirement rates from OCERS. The total retirement rate has two components: the Normal Cost Component plus the current year's cost for the Unfunded Actuarial Accrued Liability (UAAL). The Normal Cost Component is the cost to pay for the current year's value of retirement benefits as earned. The UAAL Component is the accrued liability for past services which were not funded by prior contributions and investments.

The UAAL is determined by the actuary and is the difference between the present value of accrued liabilities and the value of assets as of a specific date. This amount changes over time because of changes in accrued benefits, pay levels, rates of return on investments, changes in actuarial assumptions, and changes in the demographics of the employee base.



Based on the December 31, 2022, valuation by OCERS, the Authority's total UAAL was \$158.4 million with \$135.9 million or 86% attributed to Safety members and \$22.5 million or 14% attributed to General members. As shown above, OCFA's pension plan is 93.74% funded. The OCFA reduces its UAAL over time as part of the annual required pension contribution to OCERS as shown below:

General Members (2.7% @ 55, 2.0% @ 55, and 2.5% @ 67 combined)

<u>Employer Rate *</u>	<u>2022 Valuation</u> (FY 24/25 rates)	<u>2021 Valuation</u> (FY 23/24 rates)
Normal Cost	12.63%	12.60%
<u>UAAL</u>	<u>10.50%</u>	<u>9.37%</u>
Total	23.13%	21.97%

Safety Members (3.0% at 50, 3% @ 55 and 2.7% @ 57 combined)

<u>Employer Rate *</u>	<u>2022 Valuation</u> (FY 24/25 rates)	<u>2021 Valuation</u> (FY 23/24 rates)
Normal Cost	22.45%	22.85%
<u>UAAL</u>	<u>12.96%</u>	<u>12.35%</u>
Total	35.41%	35.20%

* Totals do not include *Employee Rates*, which vary based on age of entry and retirement formula. *Employee Normal Costs (excluding UAAL costs)* range from 7.18% - 17.19% for General and 12.74% - 21.73% for Safety. Rates are also after adjustment for additional Employer UAAL contributions made from 2014 to 2022.

Two events have the greatest impact on plan funding: (1) plan changes, namely benefit formula changes and (2) differing actual experience requiring a modification in assumptions to reflect reality such as life expectancy. Other assumptions that impact the funding and UAAL include:

1. The assumed rate of return
2. The rate of increase in salaries
3. Member mortality
4. The age at which members choose to retire
5. How many members become disabled
6. How many members terminate their service earlier than anticipated

The assumed rate of return, also known as the discount rate, is a critical issue impacting OCFA's UAAL. The higher the discount rate, the lower the present value of pension assets needed to meet future pension obligations. A lower discount rate increases the current unfunded pension liabilities.

In 2013, the OCERS Board voted to lower the interest rate assumption from 7.75% to 7.25% which increased OCFA's annual retirement costs by \$7.5 million. This increase was phased in over a two-year period starting in FY 2014/15.

In October 2017, the OCERS Board voted to lower the interest rate assumption again from 7.25% to 7.0%. It also voted to update the mortality tables based on generational mortality. The updated mortality tables indicate that people are living longer which means they will collect a pension longer resulting in an increase in retirement costs. These new assumption changes increased OCFA's retirement contribution rates by 3.73% of pay or approximately \$5 million per year beginning in July 2019.

In 2018, OCERS investment return was negative 1.67% and less than its assumed rate of return of 7.0%. This resulted in an increase to OCFA's UAAL from \$400.6 million in 2017 to \$426.7 million in 2018.

In 2019, OCERS investment return was 14.4%. However, despite exceeding its 7.0% assumed rate of return and additional payments made by OCFA towards its UAAL, OCFA's UAAL did increase by \$8.0 million from \$426.7 million to \$434.7 million. Most of the UAAL increase was attributed to prior years' investment losses and higher actual versus expected retiree cost of living adjustment (COLA). In addition, actual experience for mortality, rate of retirement, turnover, and disability came in higher than the actuary projected resulting in an actuarial loss.

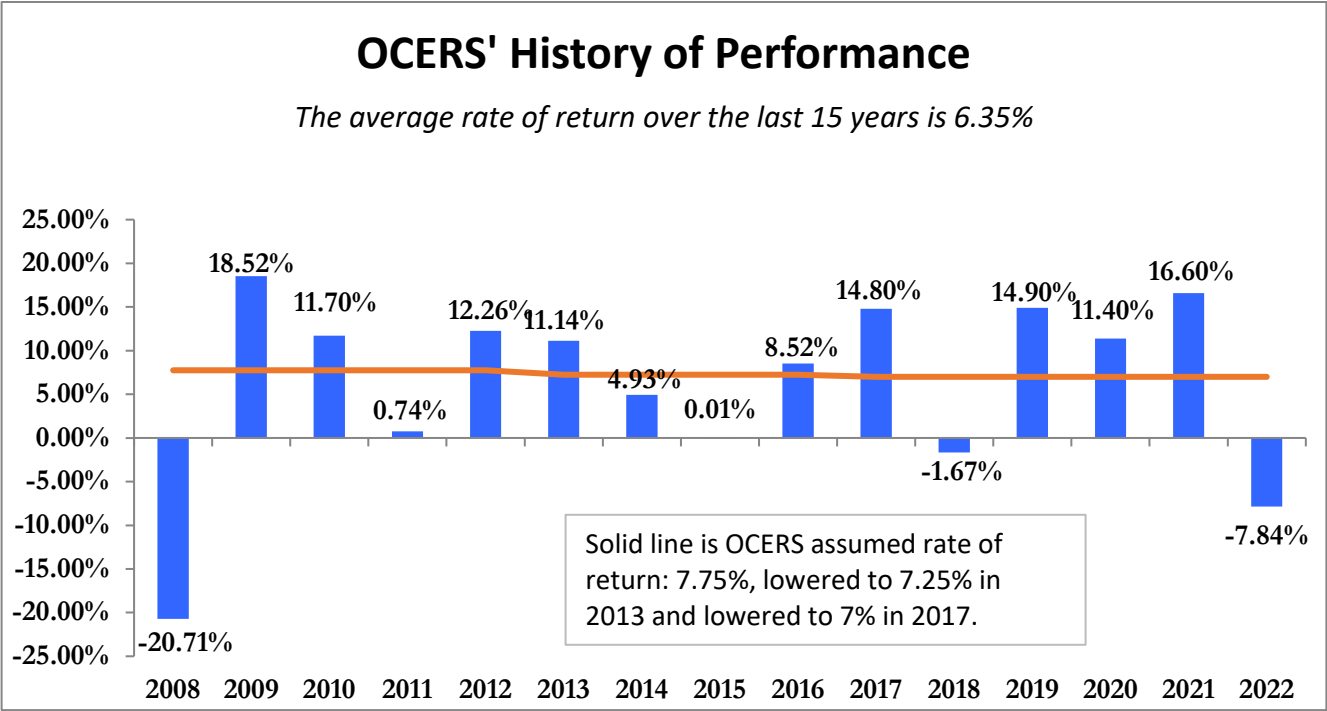
In 2020, OCERS exceeded its 7% assumed rate of return and earned 11.4%. OCERS' strong market performance, along with changes to its long-term actuarial assumptions and additional payments OCFA

has made towards its unfunded pension liability, significantly decreased OCFA's UAAL. The UAAL decreased by \$159.1 million from \$434.7 million in 2019 to \$275.6 million in 2020.

In 2021, OCERS exceeded its 7% assumed rate of return and earned 16.6%. OCERS' strong market performance along with additional payments OCFA has made towards its unfunded pension liability, significantly decreased OCFA's UAAL. The UAAL decreased by \$101.2 million from \$275.6 million in 2020 to \$174.4 million in 2021.

In 2022, OCERS investment return was negative 7.84% which is below its assumed rate of return of 7.0%. However, because of strong investment performance in prior years along with additional payments OCFA has made towards its unfunded pension liability, there was actually a decrease in OCFA's UAAL. The UAAL decreased by \$16 million from \$174.4 million in 2021 to \$158.4 million in 2022.

The following chart shows a history of OCERS' investment performance over the past fifteen years. Although there have been years in which OCERS exceeded its assumed rate of return, the years in which OCERS incurred significant losses, such as the 21% loss in 2008, have a dramatic negative impact. OCERS' average return for the 15 years reflected below is 6.35%, which is below its assumed rate of return of 7.0%.



OCERS' investment return also impacts the funding level of the entire system, as demonstrated in the following chart. After the 21% loss in 2008, OCERS UAAL increased, and its funding level began to drop. The funding level started to improve in 2013 when OCERS rate of return exceeded the assumed rate of return. The funding level continued to improve in 2022 and is now at 81.50%.

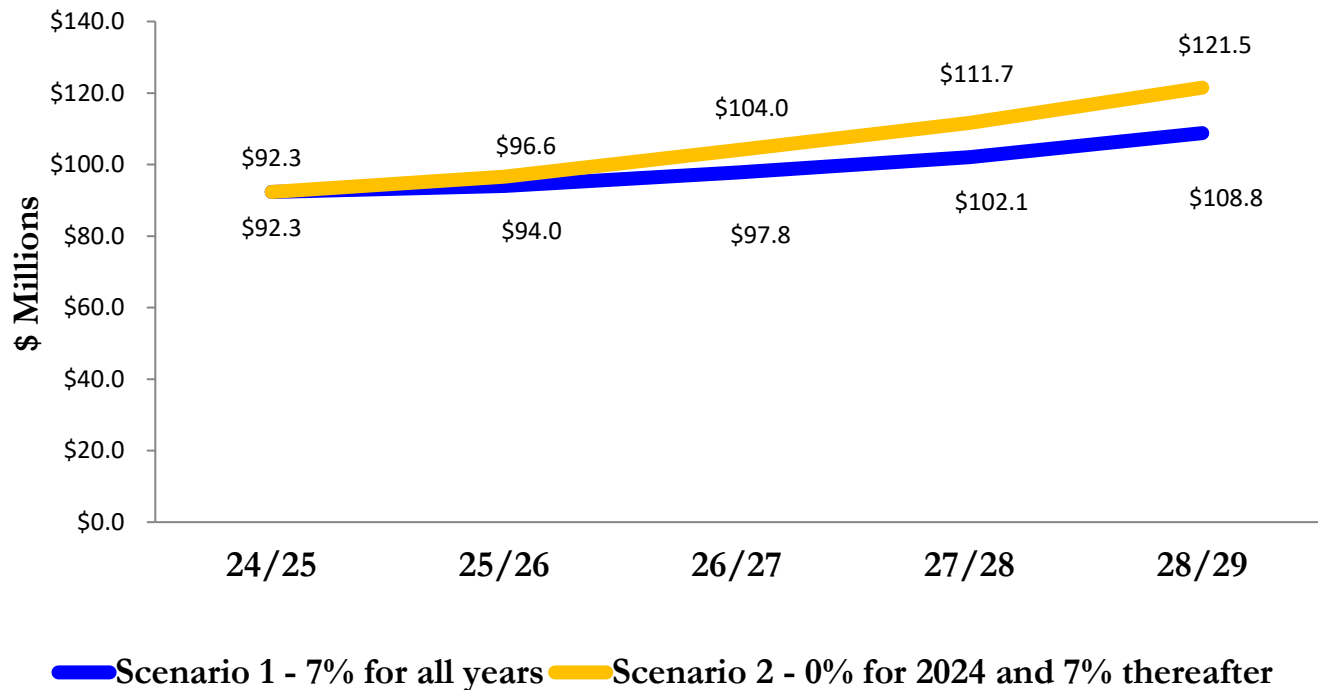
OCERS' Schedule of Funding Progress

(Dollars in Thousands)

Actuarial Valuation Date December 31	Actuarial Value of Plan Assets (a)	Actuarial Accrued Liability (b)	Total UAAL (b-a=c)	Funded Ratio (a/b)
2001	\$4,586,844	\$4,843,899	\$257,055	94.69%
2002	4,695,675	5,673,754	978,079	82.76%
2003	4,790,099	6,099,433	1,309,334	78.53%
2004	5,245,821	7,403,972	2,158,151	70.85%
2005	5,786,617	8,089,627	2,303,010	71.53%
2006	6,466,085	8,765,045	2,298,960	73.77%
2007	7,288,900	9,838,686	2,549,786	74.08%
2008	7,748,380	10,860,715	3,112,335	71.34%
2009	8,154,687	11,858,578	3,703,891	68.77%
2010	8,672,592	12,425,873	3,753,281	69.79%
2011	9,064,355	13,522,978	4,458,623	67.03%
2012	9,469,208	15,144,888	5,675,680	62.52%
2013	10,417,125	15,785,042	5,367,917	65.99%
2014	11,449,911	16,413,124	4,963,213	69.76%
2015	12,228,009	17,050,357	4,822,348	71.72%
2016	13,102,978	17,933,461	4,830,483	73.06%
2017	14,197,125	19,635,427	5,438,302	72.30%
2018	14,994,420	20,703,349	5,708,929	72.43%
2019	16,036,869	21,916,730	5,879,861	73.17%
2020	17,525,117	22,904,975	5,379,858	76.51%
2021	19,488,761	24,016,073	4,527,312	81.15%
2022	20,691,659	25,386,669	4,695,010	81.50%

The chart below provides two OCERS rate of return scenarios. Scenario 1 assumes OCERS will earn its assumed rate of return of 7.0% in 2024 and future years. Scenario 2 assumes that OCERS will not earn its assumed rate of return, and instead will earn 0.0% in 2024 and 7.0% in future years. Scenario 1 contrasts with Scenario 2 and demonstrates the significant increase to retirement contribution rates when OCERS does not earn its assumed rate of return. This data is presented to demonstrate the potential impacts that can (and do) occur from time to time when the system earns less (or more) than assumed. OCERS' preliminary return as of December 31, 2023, is 11.44%. It has an assumed rate of 7.0% and is on a calendar year basis.

OCFA's Projected Retirement Costs



OCFA has taken steps to increase employee contributions, reduce benefits by establishing new tiers, and accelerate the paydown of the UAAL with the long-term goal to ensure adequate pension funding. However, other factors (such as OCERS' investment performance) are beyond the OCFA's control, yet these factors have a significant impact on determining retirement rates and ensuring adequate funding.

Accelerated Pension UAAL Payment Plan

In September 2013, the OCFA Board of Directors approved an Accelerated Pension UAAL Payment Plan. The accelerated plan has the following benefits:

- Results in OCFA's pension liability being paid off sooner.
- Earlier and larger contributions into the pension system result in greater investment income earned.
- Greater investment income earned results in less money paid by the employer over the long term.

OCFA's accelerated payment plan originally involved three components including (1) use of year-end fund balance available, (2) contributing additional funds each year using savings achieved under PEPRA or other annual actuarial gains, and (3) contributing an additional \$1 million per year in budgeted funds, with the annual budget allocation building to \$5 million per year by year five.

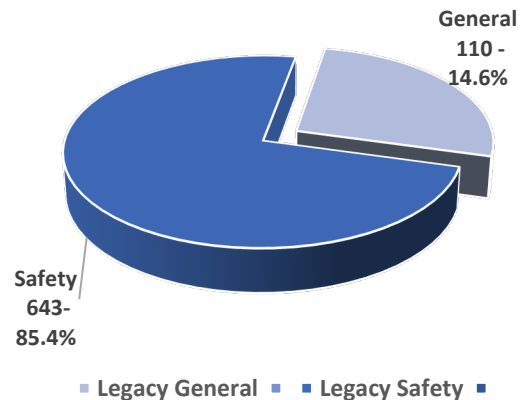
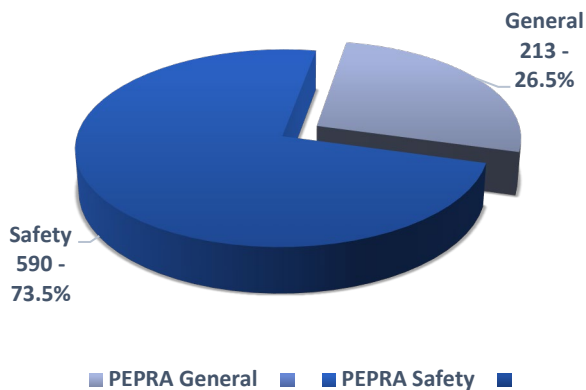
In FY15/16, the plan was modified to include the following:

- Contributing an additional \$1 million each year starting in 2016/17 and increasing by \$2 million each year until it reaches \$15 million and continuing at \$15 million thereafter.
- Contributing \$1 million per year from surplus fund balance available in the Workers' Compensation Self Insurance Fund starting in 2016/17 for five years

In FY16/17, the plan was modified again to include the following:

- Contributing \$7,633,021 in FY 2017/18 from General Fund surplus and continuing in different amounts until OCFA's funding goal is achieved.
- Reduced the accelerated funding goal from 100% to 85% for OCFA's pension liability with the added policy to redirect expedited payment dollars to OCFA's retiree medical liability after achieving the 85% target for the pension liability.

The number of employees who fall under PEPRA continues to increase as shown in the charts below. Over time, this will lower OCFA's retirement costs since PEPRA employees receive a less costly benefit.



To date, OCFA has made the following additional payments towards its UAAL:

FY 13/14	\$ 5.5 million
FY 14/15	21.3 million
FY 15/16	15.4 million
FY 16/17	13.5 million
FY 17/18	19.9 million
FY 18/19	19.2 million
FY 19/20	13.7 million
FY 20/21	15.8 million
FY 21/22	**
FY 22/23	**
Total	\$124.3 million

**In FY 21/22 the accelerated pension payment plan achieved its 85% funding target and redirected expedited payment dollars to the retiree medical liability.

The outcomes from the accelerated payment plan implementation in FY 2013/14 through FY 2020/21 along with OCFA's anticipated future year additional payments were submitted to OCERS' actuary to determine:

1. How much OCFA saved in interest annually since 2013 by making additional payments towards its UAAL?
2. When would OCFA achieve 100% funding if it continued to make additional UAAL payments under its Snowball Plan?

The actuary reported back that OCFA has saved \$76.7 million in interest by making additional payments towards its UAAL. The noted \$76.7 million in interest savings has accumulated, as shown below, in correlation with our additional payments:

CY 2014	\$ 1,012,937
CY 2015	2,084,402
CY 2016	3,295,068
CY 2017	4,322,897
CY 2018	6,059,497
CY 2019	7,839,455
CY 2020	9,855,226
CY 2021	12,358,795
CY 2022	14,046,761
CY 2023	<u>15,908,889</u>
Total	\$76,746,494

OCFA is 93.74% funded as of December 31, 2022, and is expected to achieve 100% funding by December 31, 2031, assuming all other actuarial inputs are held constant. Last year's forecast indicated that OCFA would attain a 100% funded status by December 31, 2023. However, due to OCERS experiencing a loss of 14.84% (-7.84% actual rate of return compared to the assumed rate of return of 7%) in 2022, the timeline for achieving 100% funded status has been updated.

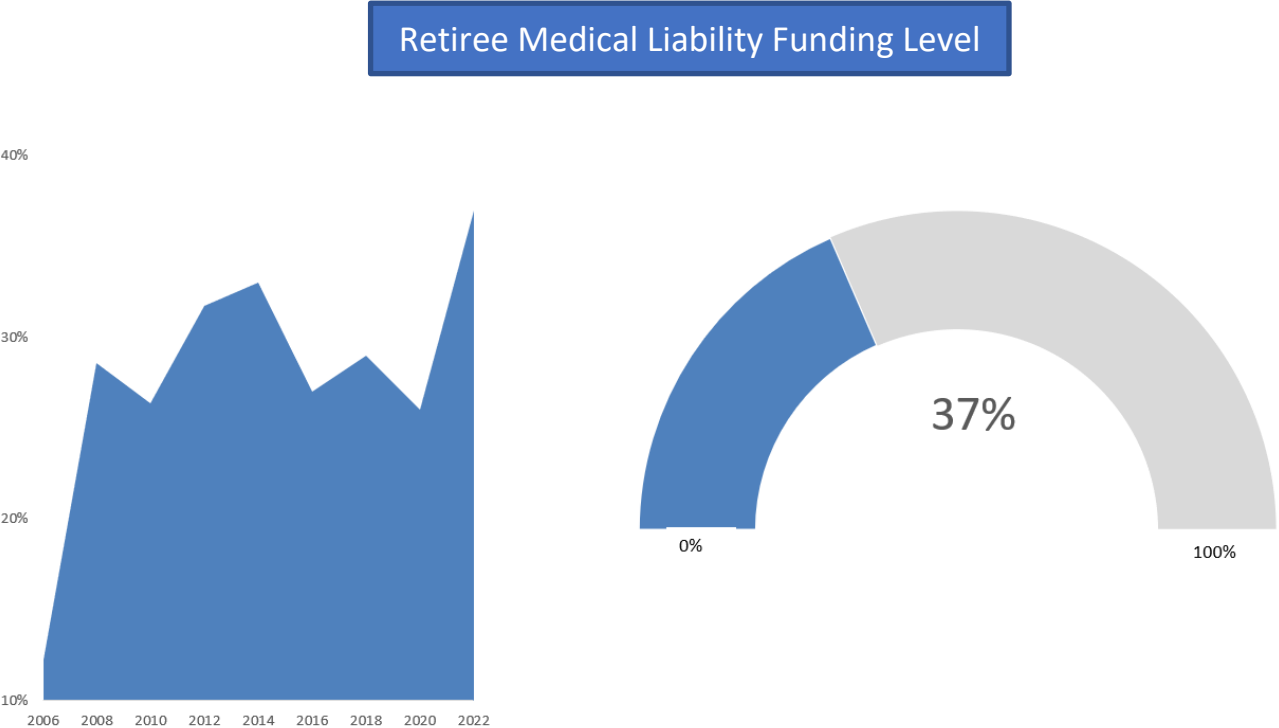
All of the above strategies will reduce the OCFA's existing UAAL more rapidly, and effectively shorten the weighted-average amortization period. Shortening the amortization period will have many benefits to OCFA. Although it causes our employer contributions to rise during the expedited payment period, it results in our liability being paid off sooner. Earlier payments of contributions will result in greater investment income earned and less money paid from the employer over the long-term.

B. DEFINED *BENEFIT* RETIREE MEDICAL PLAN

In addition to the OCFA's retirement plan administered by OCERS, the OCFA provides a post-employment medical retirement plan (Retiree Medical Plan) for certain employees. Employees hired prior to January 1, 2007, are in a *defined benefit plan* that provides a monthly grant toward the cost of retirees' health insurance coverage based on years of service. The Plan's assets are held in an irrevocable trust for the exclusive benefit of Plan participants and are invested by OCERS. As such, if OCERS does not earn its assumed rate of return of 7.0%, the UAAL increases. Current active employees hired prior to January 1, 2007, are required to contribute 4% of their gross pay toward the Retiree Medical Plan.

Based on a Funding Adequacy Analysis prepared by Nyhart, a third-party actuary, as of June 30, 2022, the OCFA’s Unfunded Actuarial Accrued Liability (UAAL) for the Retiree Medical defined benefit plan is \$90.8 million and it is 37% funded. This is a significant improvement since the 2020 Funding Analysis where the UAAL was \$106 million and 26% funded.

Under the Government Accounting Standards Board (GASB) Statement No. 45, OCFA was required to have an actuarial valuation performed on its Retiree Medical Plan every two years. Even though GASB 45 has now been replaced by GASB 74 and 75, OCFA will continue its practice of updating the funding analysis every two years with the next update taking place in 2024.



Note: Does not include implicit subsidy and uses OCERS assumed rate of return of 7.75% in 2012, 7.25% up to 2016, and 7.00% thereafter.

The benefit provided under the OCFA’s Retiree Medical Plan is a negotiated benefit included in the various Memorandums of Understanding and the Personnel & Salary Resolution for employees hired prior to January 1, 2007.

The OCFA has previously approached funding issues and plan sustainability issues relating to this Plan collaboratively with its labor groups in order to identify options for improving the funding status. Similar to previous approaches, following receipt of the 2012 Actuarial Study for this Plan, management met with representatives of all three labor groups to review the findings. In 2013, we gathered ideas from labor for options that may be considered in the future to improve the funding status of the Plan and had the actuary perform a special actuarial study to evaluate the various options and associated impacts on plan funding. The results of the special study were shared with each of the labor groups.

On November 17, 2016, the OCFA Board directed staff to continue the Accelerated Pension Payment Plan as indicated in the Updated Snowball Strategy, with a modification to alter the funding target from 100% to 85% and redirect expedited payment dollars to Retiree Medical after achieving the 85% target.

- As of December 31, 2020, OCFA’s pension liability became 87.7% funded; therefore, snowball payments effective in the FY 2021/22 Adopted Budget (and in years moving forward) are now being directed to the Retiree Medical Liability.
- Projected snowball payments for FY 2024/25 and moving forward (see Attachment 2), when applied to the current \$90.8 million UAAL for Retiree Medical, demonstrate that this liability may achieve 100% funding by approximately 2025 or 2026.

To date, OCFA has made the following “Snowball Plan” payments towards its Retiree Medical Plan:

FY 21/22	\$14.2 million
FY 22/23	17.8 million
Total	\$32.0 million

In addition to the snowball strategy funding for Retiree Medical, in April 2017, the OCFA’s Health Plan Agreement with the Orange County Professional Firefighters Association includes a related provision as follows:

... to continue return of “excess fund balance” to OCFA with returned funds to be allocated to OCFA’s Retiree Medical Trust Fund.

2016 Firefighter Medical Trust Review: An excess fund balance in the amount of \$2,275,829 was credited to OCFA and used as a payment to the Retiree Medical Trust per the Firefighter Medical Agreement.

2020 Firefighter Medical Trust Review: An excess fund balance in the amount of \$1,954,775 was credited to OCFA and used as a payment to the Retiree Medical Trust per the Firefighter Medical Agreement.

2022 Firefighter Medical Trust Review: An excess fund balance in the amount of \$6,999,438 was credited to OCFA and used as a payment to the Retiree Medical Trust per the Firefighter Medical Agreement.

2023 Firefighter Medical Trust Review: An excess fund balance in the amount of \$7,836,090 was credited to OCFA and used as a payment to the Retiree Medical Trust per the Firefighter Medical Agreement.

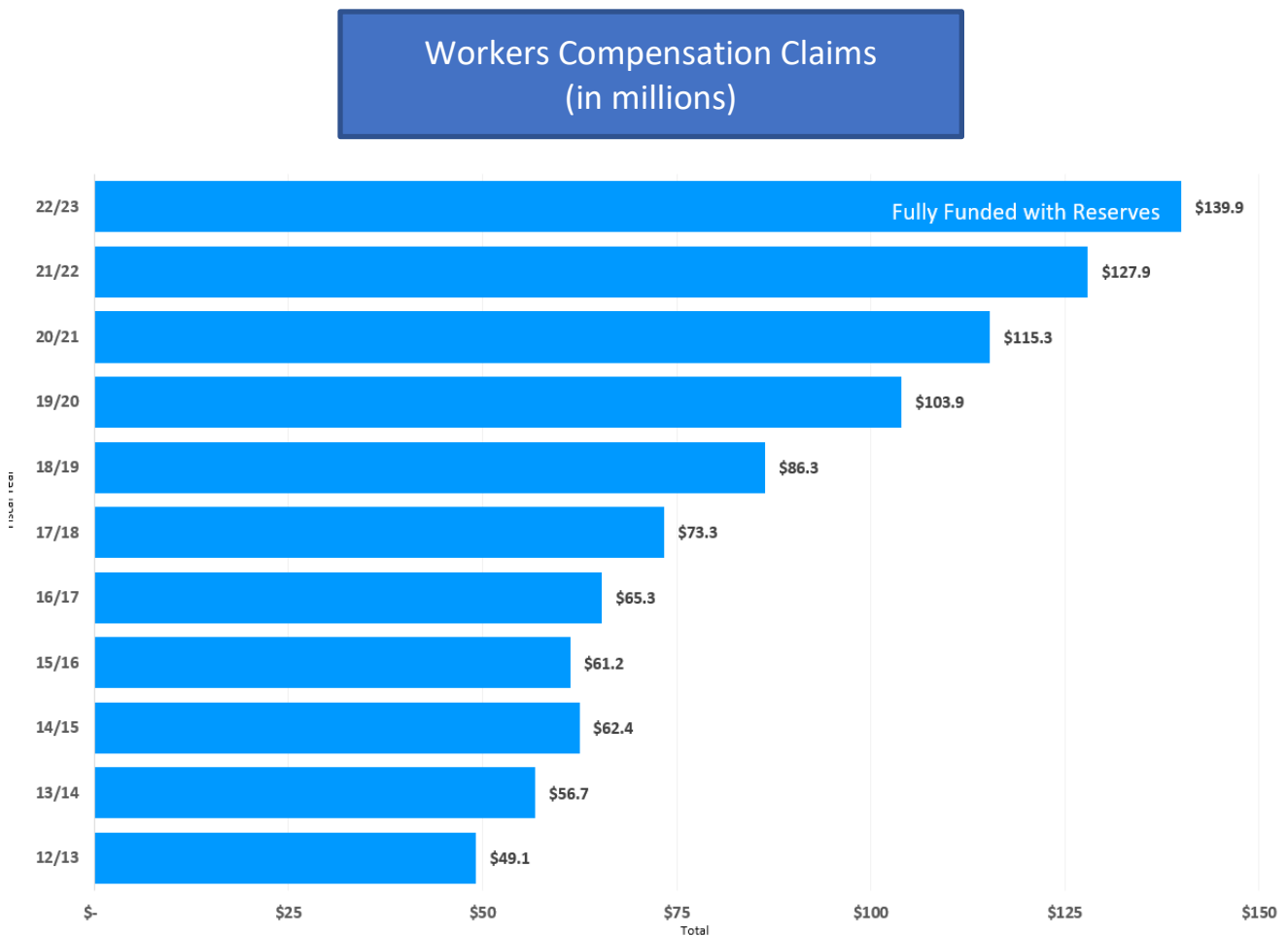
Management and labor will continue to meet on this topic as needed.

B. DEFINED CONTRIBUTION RETIREE MEDICAL PLAN

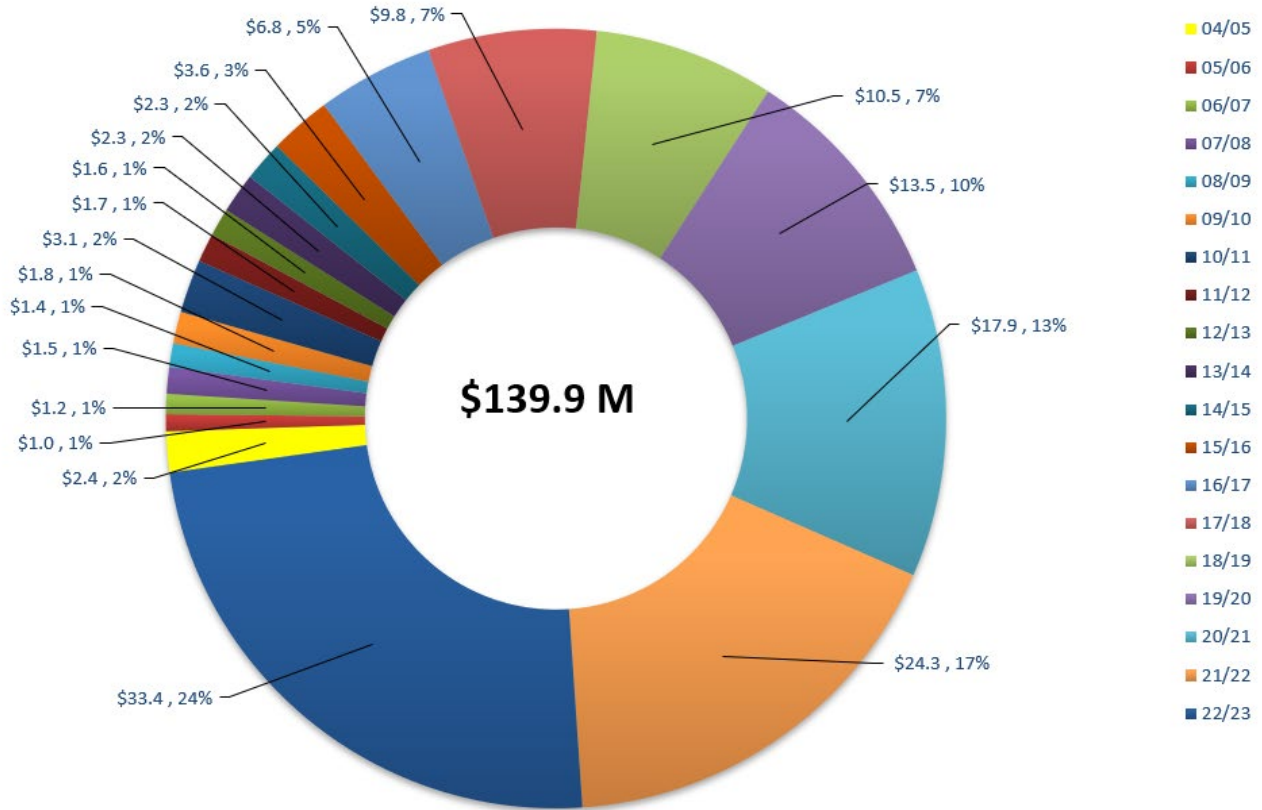
For employees hired on or after January 1, 2007, the OCFA created a *defined contribution plan* that is administered by Keenan & Associates. The Plan provides for the reimbursement of medical, dental, and other healthcare expenses of retirees. Employees are required to contribute 4% of their gross pay. Account assets are invested as directed by the participant and all contributions, investment income, realized gains and losses are credited to the individual’s account. Under this plan structure, there is no UAAL.

C. WORKERS' COMPENSATION CLAIMS

In March 2002, OCFA implemented a workers' compensation self-insurance program. A separate fund called Fund 190: Self Insurance was established in May 2003 to track funding and expenditures for workers' compensation claims liability. The funding sources include revenue from the General Fund and interest earnings. Based on the Annual Comprehensive Financial Report, as of June 30, 2023, the Workers' Compensation liability is \$139.9 million. The Fiscal Year 2023-24 Budget includes reserves to pay this liability as the various medical claims and bills become due.



Workers Compensation Claims By Year (in millions)



The outstanding liability reflected in the above charts reflect the fact that although the entire future cost of claims is recorded in the year of injury, the actual payment of that claim does not occur immediately. The cash flow payments for many workers' compensation cases occur slowly over time; therefore, it is a natural occurrence that the unpaid liability for a self-insured system will grow as the unpaid liabilities build upon each other over the years. Continued increases can also be driven by other forces, such as increased medical costs, increased claim activity, legislative changes, and case law.

The workers' compensation liability reflects the present value of estimated outstanding losses at the 50% confidence level. A confidence level is the statistical certainty that an actuary believes funding will be sufficient. For example, a 50% confidence level means that the actuary believes funding will be sufficient (i.e., greater-than or equal to actual costs incurred) in five out of ten years. OCFA's Board-adopted workers' compensation funding policy sets the funding at the 50% confidence level.

The main factors which are increasing the workers' compensation liability include increased medical costs, an increase in the frequency and severity of claims, COVID-19 cases, a growing number of mental health cases, and an aging workforce which contributes to a longer recovery time and higher permanent disability benefits. Additional factors include workers' compensation reform that increased the statute of limitation for cancer from five to ten years, injury presumption for safety personnel, and increases to the workforce including April 2012 with the addition of the City of Santa Ana and August

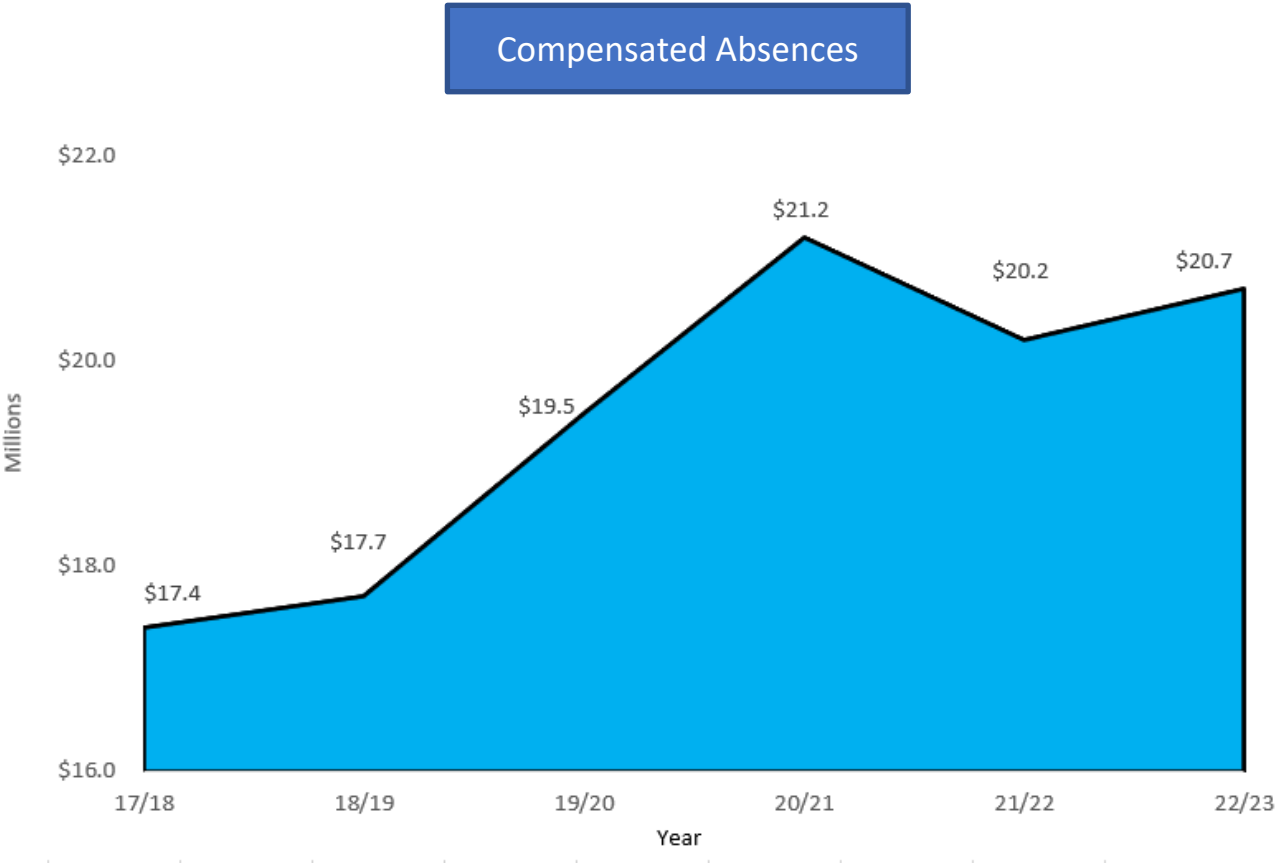
2019 with the addition of the City of Garden Grove. Both cities reimburse OCFA for injuries that initially occurred on or before they joined OCFA.

D. ACCRUED COMPENSATED ABSENCES

Compensated absences are commonly described as paid time off made available to employees in connection with sick and vacation time. If employees do not use all of such compensated absences, a liability is accrued for the unused portion. The OCFA’s policy allows employees to accumulate earned but unused sick and vacation pay benefits.

OCFA’s labor agreements allow employees to cash out sick and vacation time throughout their career with the exception of the Local 3631 Firefighter unit, which can only cash out vacation time. However, the majority of sick and vacation payouts occur at the time an employee retires.

The OCFA has budgeted \$4.1 million for sick and vacation payouts in FY 2023/24 based on historical trends and expected retirements. OCFA’s total liability for compensated absences as of June 30, 2023, is \$20.7 million. MOU salary increases cause the value of accrued leave to increase. This liability is up 2.5% when compared to last year’s \$20.2 million, as employees resume using sick and vacation time now that the pandemic has subsided.



E. CAPITAL LEASES

During FY 2020/21, OCFA implemented Government Accounting Standards Board (GASB) Statement No. 87 which requires all leases to be reported as capital leases and eliminates the classification of an operating lease unless the lease is a short-term lease, defined as 12 months or less. Contracts for these leases must appear on the balance sheet as a liability.

In November 2022 OCFA executed a Lease Purchase Agreement to finance the purchase of two Firehawk helicopters. The term of the lease financing is 15 years with an interest rate of 3.13%. OCFA's long-term lease liabilities total \$62.7 million and are listed in the table below.

	<i>\$ Amount</i>
2 Firehawk Helicopters	\$57,882,120
Fullerton Airport Land Lease (Stn. 41)	4,674,459
Helicopter Training Tower	173,259
Total	\$62,729,838

Prior to the capital leases listed above, in December 2008, the OCFA entered into a ten-year Lease Purchase Agreement to purchase two helicopters and related equipment for a purchase price of \$21.5 million. The final payment was made in December 2018.

III. SUMMARY

OCFA's total long term, unfunded liabilities as of June 30, 2023,* are as follows:

	<i>\$ Amount in Millions</i>	<i>% of Total</i>
Defined Benefit Pension Plan *	\$158.4	47.6%
Defined Benefit Retiree Medical Plan	90.8	27.3
Accrued Compensated Absences	20.7	6.2
Capital Leases**	62.7	18.9
Total***	\$332.6	100.0%

* The valuation date for the pension plan is December 31, 2022, instead of June 30, 2023, consistent with OCERS' calendar year basis for financial reporting.

** Capital Leases reflect the November 2022 purchase of two helicopters.

*** Workers' Compensation is fully funded with reserves and therefore not reflected as an unfunded liability.

IV. ACTIONS TAKEN

OCFA has taken several additional steps to manage its long-term obligations:

1. As of December 31, 2022, OCFA's pension liability is 93.7% funded, therefore, snowball payments continue to be directed to the Retiree Medical Liability.
2. As of December 31, 2021, OCFA's pension liability is 92.68% funded. Based on Board policy to achieve 85% funding, future snowball payments are now being directed to the Retiree Medical Liability
3. As part of the 2019 Irvine Settlement Agreement, OCFA agreed to establish a 115 Trust and to make annual deposits of \$2 million, dedicated solely for future application to OCFA's pension liability. After the initial \$2 million payment in July 2019, if OCFA's pension is less than 85% funded, the annual deposit is reduced to \$1.5 million and \$500,000 is directed towards the UAAL paydown.
4. In 2017, OCFA negotiated a five-year Health Plan Agreement with the firefighter labor group which contained a provision to return excess fund balance and allocate those funds to the Retiree Medical Trust Fund. These provisions have been sustained in subsequent renewals of the Agreement and continue to be effective today.
5. In FY 2015/16 and again in FY 2016/17, OCFA modified its Accelerated Pension Paydown Plan to include additional sources of funding.
6. During 2015 and 2016, OCFA completed negotiations with all four labor groups resulting in increased employee contributions towards retirement.
7. On June 26, 2014, the Board approved an Alternative Dispute Resolution process for disputed workers' compensation cases, also known as a Carve-Out program. The State has approved the program and it was implemented on October 1, 2014.
8. On September 26, 2013, the Board approved a strategy to accelerate the pay down of OCFA's pension liability. Under this Plan, the actuary, the Segal Company, estimates this liability will be paid by December 2025. To date, OCFA has made an additional \$124.3 million in payments to OCERS to lower its UAAL.
9. Completed a special actuarial study relating to the OCFA's Retiree Medical Defined Benefit Plan to evaluate options for potential plan amendments which could improve plan funding, subject to future negotiation with OCFA's labor groups. The results of the study were shared with the labor groups.
10. Evaluated the financial feasibility of paying off the outstanding lease financing obligations associated with the OCFA's helicopters, as part of the 2014/15 budget development process.
11. Directed staff to evaluate options for mitigating the budget and liability impacts of payouts for accumulated sick and vacation balances, subject to future negotiation with OCFA's labor groups.
12. Used a trigger formula during down economic cycles to connect pay raises for all OCFA employees to OCFA's financial health.
13. Implemented lower retirement formulas for all labor groups.
14. Refinanced the helicopter lease to lower the interest rate. Last payment made in December 2018.
15. Implemented annual prepayment of retirement contributions to achieve a discount.

16. Provided a study to the Board of Directors regarding the feasibility of Pension Obligation Bonds.
17. Provided a study to the Board of Directors regarding the feasibility of changing automatic Cost of Living Allowance (COLA) increases for pensions; transmitted a copy of the report to the County Board of Supervisors and OCERS Board of Retirement, for their consideration of potential cost-containment actions relating to Pension COLAs under the authority granted by the '37 Act.

V. RECOMMENDATIONS

Recommended action pending approval of this staff report is to receive and file the report.

VI. CONCLUSION

In order to strategically fund long-term liabilities, OCFA must continue to strategically balance present-day needs with future commitments. The goal is for OCFA's budget over the long-term to fund all of its long-term liabilities.

Exhibit A

OCFA Member Retirement Contributions

Safety Members' Retirement

Firefighter Safety members:

Effective September 2016, 2017, 2018, and 2019, employees paid an additional 3.50%, 3.49%, 2.00%, and 0.54% in employee retirement contributions, respectively, increasing their employee contributions depending on age of entry. Thereafter, these employees will pay any subsequent increases in the employee retirement contributions. Employee rates from the most recent actuarial valuation are footnoted on Page 3. Employees hired on or after January 1, 2013, when PEPR was enacted will continue to be subject to PEPR requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

Chief Officer Safety members:

Effective July 2016, 2017, 2018, and 2019, employees paid an additional 3.50%, 3.49%, 3.30%, and 0.93% in employee retirement contributions, respectively, increasing the employee contributions depending upon their age of entry. Thereafter, these employees will pay any subsequent increases in the employee retirement contributions. Employee rates from the most recent actuarial valuation are footnoted on Page 3. Employees hired on or after January 1, 2013, when PEPR was enacted will continue to be subject to PEPR requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

General Members' Retirement

OCEA members:

Effective March 2015, 2016, and 2017, employees hired prior to January 1, 2013, paid an additional 2%, 2.5% and 3% in employee retirement contributions, respectively, increasing the employee contributions depending upon their age of entry. Thereafter, these employees will pay any subsequent increases in the cost for employee retirement contributions. Employee rates from the most recent actuarial valuation are footnoted on Page 3. Employees hired after PEPR was enacted will continue to be subject to PEPR requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

Administrative Management members:

Effective July 2015, January 2016, and January 2017, employees hired prior to January 1, 2013, paid an additional 4%, 2%, and 2.25% in employee retirement contributions, respectively, increasing the employee retirement contributions depending upon their age of entry. Thereafter, these employees will pay any subsequent increases in the cost for employee retirement contributions. Employee rates from the most recent actuarial valuation are footnoted on Page 3. Employees hired after PEPR was enacted will continue to be subject to PEPR requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

Executive Management:

Some members of Executive Management fall under Safety and others fall under General member categories. Regardless, all Executive Management employees who are not subject to the provisions of PEPR were paying 9% in employee retirement contributions prior to March 2015. Effective March

2015, they began phased-in increases to their contribution rate with a 2% increase in employee contributions in year one, a 2.5% increase in year two and payment of full member contributions in year three, which vary based on age of entry.

Orange County Fire Authority
Expedited Payment of UAAL
Snowball Effect of Multiple Strategies

Attachment 2

			Estimated Annual UAAL Payments from Various Strategies / Sources							
Years From Start of Plan	Remaining Years to Completion	Fiscal Year	Unencumbered Fund Balance Available	Annual Savings from PEPRA Reductions to Retirement Contribution Rates	Budget Increase of \$1M, grows by \$2M/year to \$15M	Budget Increase of \$1M/year Funded by Excess W/C Reserves	50% of General Fund Surplus	Irvine Settlement Agreement	Annual Snowball Amount	Cumulative Expedited UAAL Payment
			Part A	Part B	Part C	Part D	Part E	Part F		
1		13/14	3,000,000	2,500,000	-	-			5,500,000	5,500,000
2		14/15	21,290,238	-	-	-			21,290,238	26,790,238
3		15/16	12,609,380	2,802,122	-	-			15,411,502	42,201,740
4		16/17	9,814,477	1,653,114	1,000,000	1,000,000			13,467,591	55,669,331
5		17/18	13,174,516	1,886,420	3,000,000	1,000,000	870,041		19,930,977	75,600,308
6		18/19	10,000,000	3,167,397	5,000,000	1,000,000			19,167,397	94,767,705
7		19/20	4,030,172	1,648,658	7,000,000	1,000,000			13,678,830	108,446,535
8		20/21	3,000,000	2,368,859	9,000,000	1,000,000		500,000	15,868,859	124,315,394
Pension Plan Contributions			76,918,783	16,026,570	25,000,000	5,000,000	870,041	500,000		
Retiree Medical Plan Contributions										
1		21/22		3,279,280	11,000,000	-			14,279,280	14,279,280
2		22/23		4,787,217	13,000,000	-			17,787,217	32,066,497
3		23/24	3,000,000	5,772,547	15,000,000	-			20,772,547	52,839,044
4		24/25	3,000,000	6,814,115	15,000,000	-			21,814,115	74,653,159
5		25/26	3,000,000	14,242,631	15,000,000	-			29,242,631	103,895,790
6		26/27	3,000,000	19,647,456	15,000,000	-			34,647,456	138,543,246
7		27/28	3,000,000	20,807,106	15,000,000				35,807,106	174,350,352
Total Snowball Plan Contributions			91,918,783	91,376,922	124,000,000	5,000,000	870,041	500,000		

Orange County Fire Authority
Distribution of Liabilities by Member Agency
As of June 30, 2023

Attachment 3

				Proportional Share		
Member Agency	# of EEs	2022 Incidents	% of Total EEs	Pension UAAL	Retiree Medical	Total
County Unincorporated (SFF) Station 8, 15, 18, 25, 33, 40, 56, 58, 67	125		15.13%	23,976,090	13,750,944	37,727,034
Aliso Viejo (SFF) Station 57	14		1.69%	2,685,322	1,540,106	4,225,428
					-	
					-	
Buena Park (CCC) Stations 61, 62, 63	48		5.81%	9,206,818	5,280,363	14,487,181
					-	
					-	
Cypress (SFF) Station 17	20		2.42%	3,836,174	2,200,151	6,036,325
					-	
					-	
Dana Point (SFF) Stations 29, 30	26		3.15%	4,987,027	2,860,196	7,847,223
					-	
Irvine (SFF) Stations 4, 6, 20, 26, 27, 28, 36, 38, 47, 51, 55	166		20.10%	31,840,247	18,261,254	50,101,501
					-	
					-	
Laguna Hills (SFF) Station 22 (serving both LGH & LGW)	33	3,842	1.63%	2,589,847	1,485,348	4,075,195
					-	
					-	
Laguna Woods (SFF) Station 22 (serving both LGH & LGW)		5,548	2.36%	3,739,841	2,144,901	5,884,742
					-	
					-	
Laguna Niguel (SFF) Stations 5, 39, 49	34		4.12%	6,521,496	3,740,257	10,261,753
					-	
					-	
Lake Forest (SFF) Stations 19, 42, 54	35		4.24%	6,713,305	3,850,264	10,563,569
					-	
					-	
La Palma (SFF) Station 13	9		1.09%	1,726,278	990,068	2,716,346
					-	
					-	
Los Alamitos (SFF) Station 2	12		1.45%	2,301,705	1,320,091	3,621,795
					-	
					-	
Mission Viejo (SFF) Stations 9, 24, 31	46		5.57%	8,823,201	5,060,347	13,883,548
					-	
					-	
Rancho Santa Margarita (SFF) Station 45	29		3.51%	5,562,453	3,190,219	8,752,672
					-	
					-	
San Clemente (CCC) Stations 50, 59, 60	37		4.48%	7,096,923	4,070,279	11,167,202
					-	
					-	

Orange County Fire Authority
Distribution of Liabilities by Member Agency
As of June 30, 2023

Attachment 3

				Proportional Share		
Member Agency	# of EEs	2022 Incidents	% of Total EEs	Pension UAAL	Retiree Medical	Total
San Juan Capistrano (SFF) Station 7	17		2.06%	3,260,748	1,870,128	5,130,877
					-	
					-	
Seal Beach (CCC) Stations 44, 48	20		2.42%	3,836,174	2,200,151	6,036,325
					-	
					-	
Stanton (CCC) Station 46	15		1.82%	2,877,131	1,650,113	4,527,244
					-	
					-	
Tustin (CCC) Stations 21, 37, 43	35		4.24%	6,713,305	3,850,264	10,563,569
					-	
					-	
Villa Park (SFF) Station 23	13		1.57%	2,493,513	1,430,098	3,923,612
					-	
					-	
Westminster (CCC) Stations 64, 65, 66	43		5.21%	8,247,775	4,730,325	12,978,100
					-	
					-	
Yorba Linda (SFF) Stations 10, 32, 53	49		5.93%	9,398,627	5,390,370	14,788,997
Totals	826		100.00%	158,434,000	90,866,239	249,300,239

Note: Santa Ana and Garden Grove are excluded since the UAAL being paid down originated prior to their joining OCFA.

Allocation of PARS 115 Trust

Attachment 4

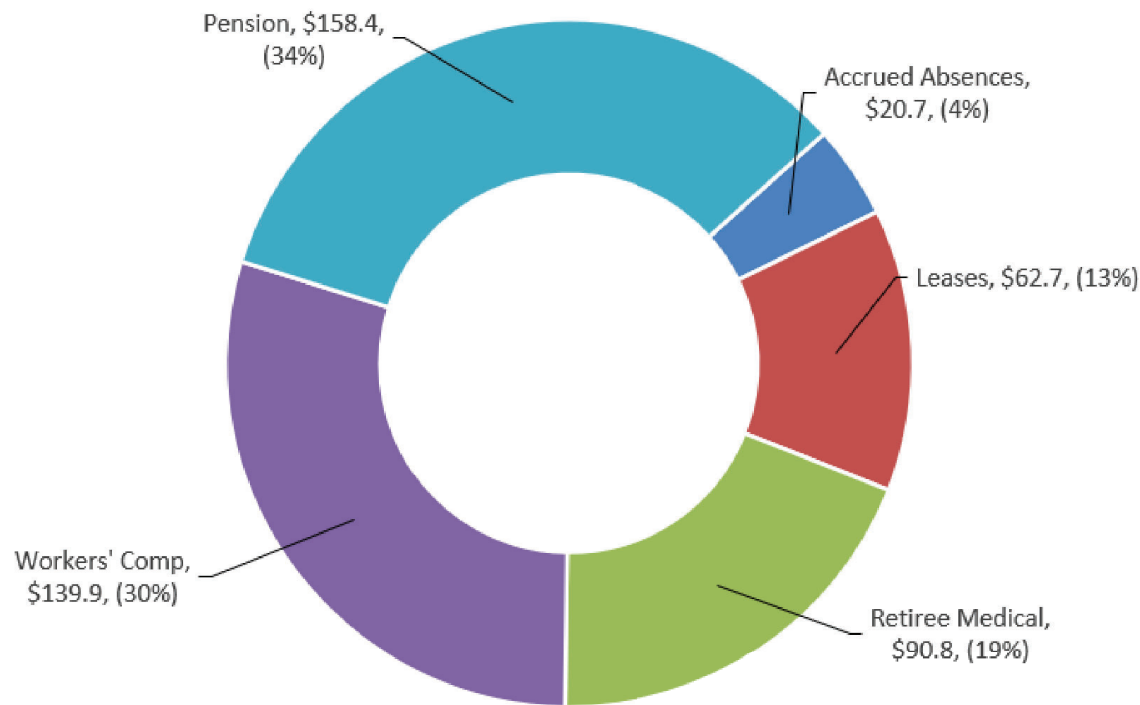
Agency	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Total
Aliso Viejo	\$ 33,313	\$ 25,075	\$ 25,707	\$ 6,538	\$ 9,208	\$ 99,841
Cypress	-	-	-	-	-	-
Dana Point	222,223	183,564	183,452	212,402	291,408	1,093,049
Irvine	1,143,817	938,075	1,098,374	1,267,502	1,572,011	6,019,779
La Palma	-	-	-	-	-	-
Laguna Hills	-	-	42,232	-	-	42,232
Laguna Niguel	93,236	81,334	89,472	90,602	118,454	473,098
Laguna Woods	-	-	-	-	-	-
Lake Forest	62,767	54,812	-	36,988	79,633	234,200
Los Alamitos	-	-	-	-	-	-
Mission Viejo	-	-	-	-	-	-
Rancho Santa Margarita	27,625	22,504	2,003	3,176	33,346	88,654
San Juan Capistrano	-	-	-	747	-	747
Villa Park	13,406	9,805	12,019	14,197	16,673	66,100
Yorba Linda	-	-	-	49,691	68,186	117,877
Unincorporated	434,898	292,224	216,002	186,249	299,620	1,428,993
Total	\$ 2,031,285	\$ 1,607,393	\$ 1,669,261	\$ 1,868,092	\$ 2,488,539	\$ 9,664,570

2023 Long Term Liability Study

Budget & Finance Committee Meeting
April 10, 2024

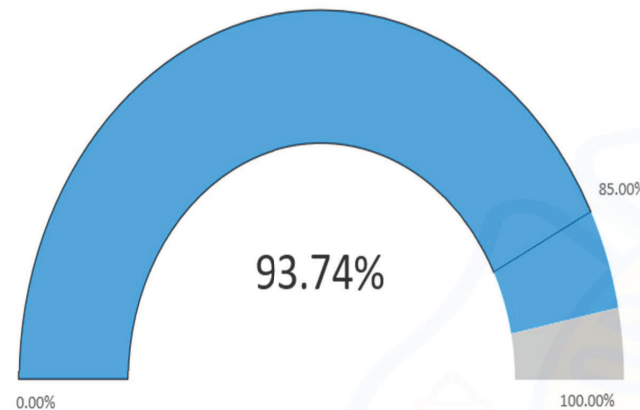
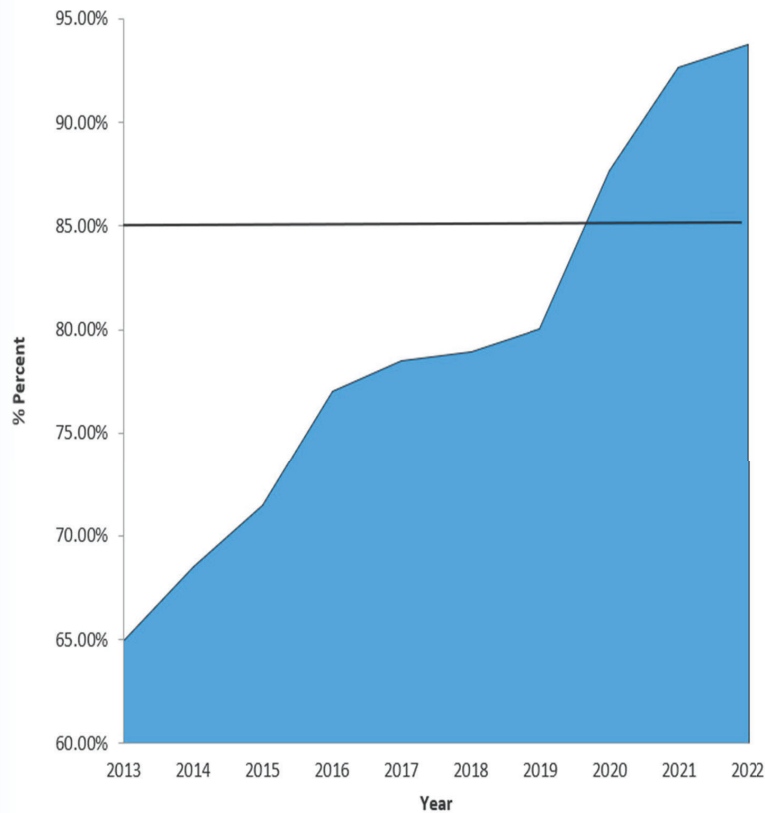


OCFA's Long Term Liabilities



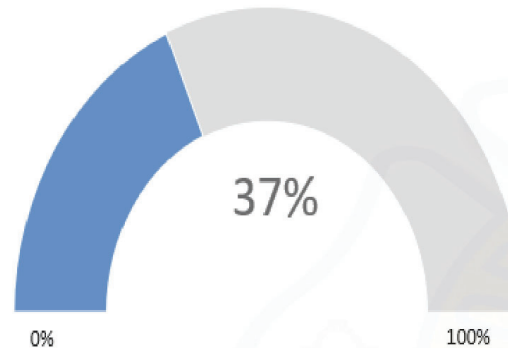
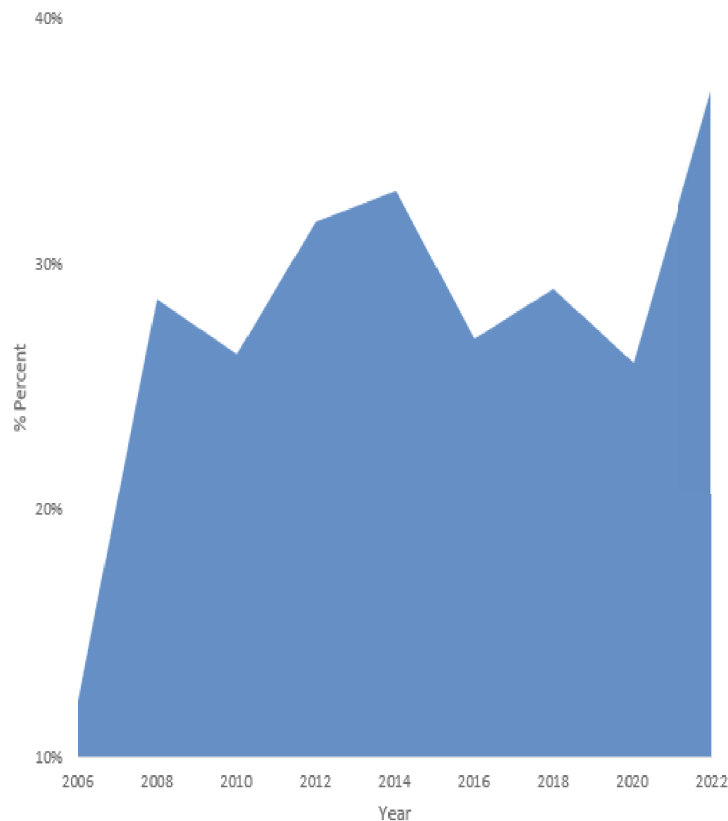
- Total liabilities decreased slightly as pension liability and leases decreased
- Workers compensation and accrued absences increased.

Pension Liability Funding Level



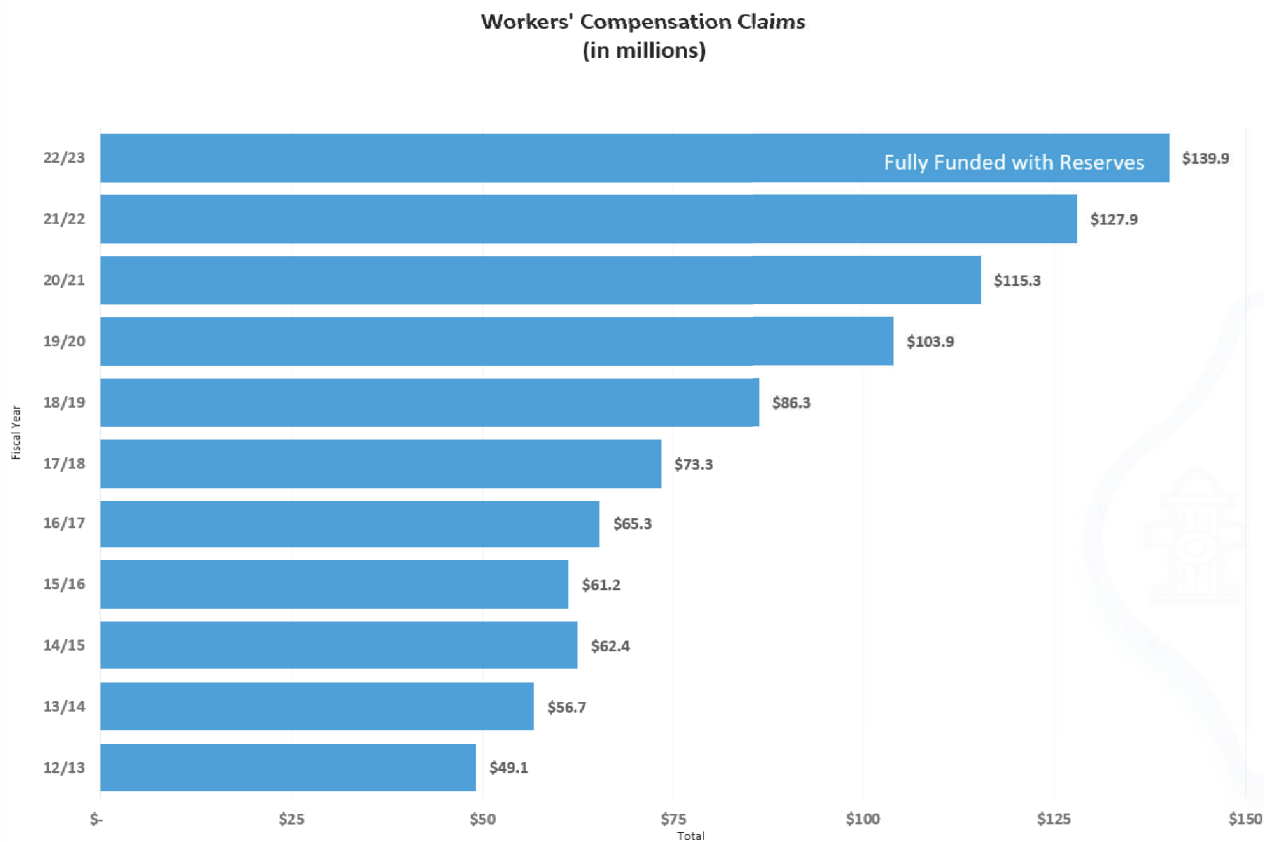
- Funding level of 85% achieved.
- Saved \$76.7M in interest.
- Additional snowball payment plan payments have been redirected to retiree medical liability fund.

Retiree Medical Liability Funding Level



- The UAL is \$90.8M and is 37% funded.
- Pension snowball payments redirected to this fund.
- Additional payments of \$32M have been made the past 2 fiscal years.
- Projected 100% funding by 2026.

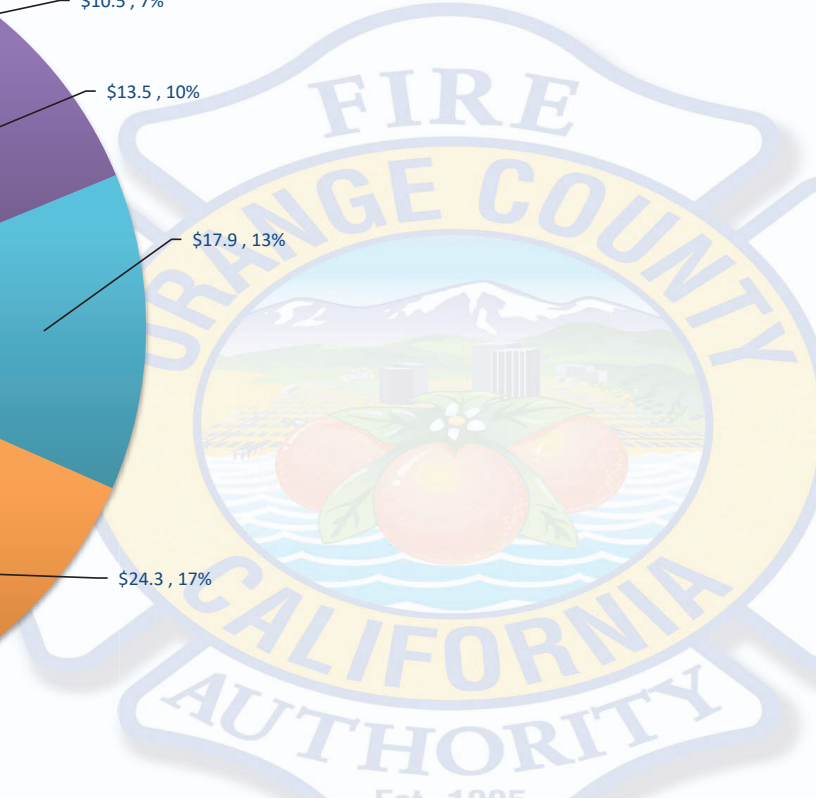
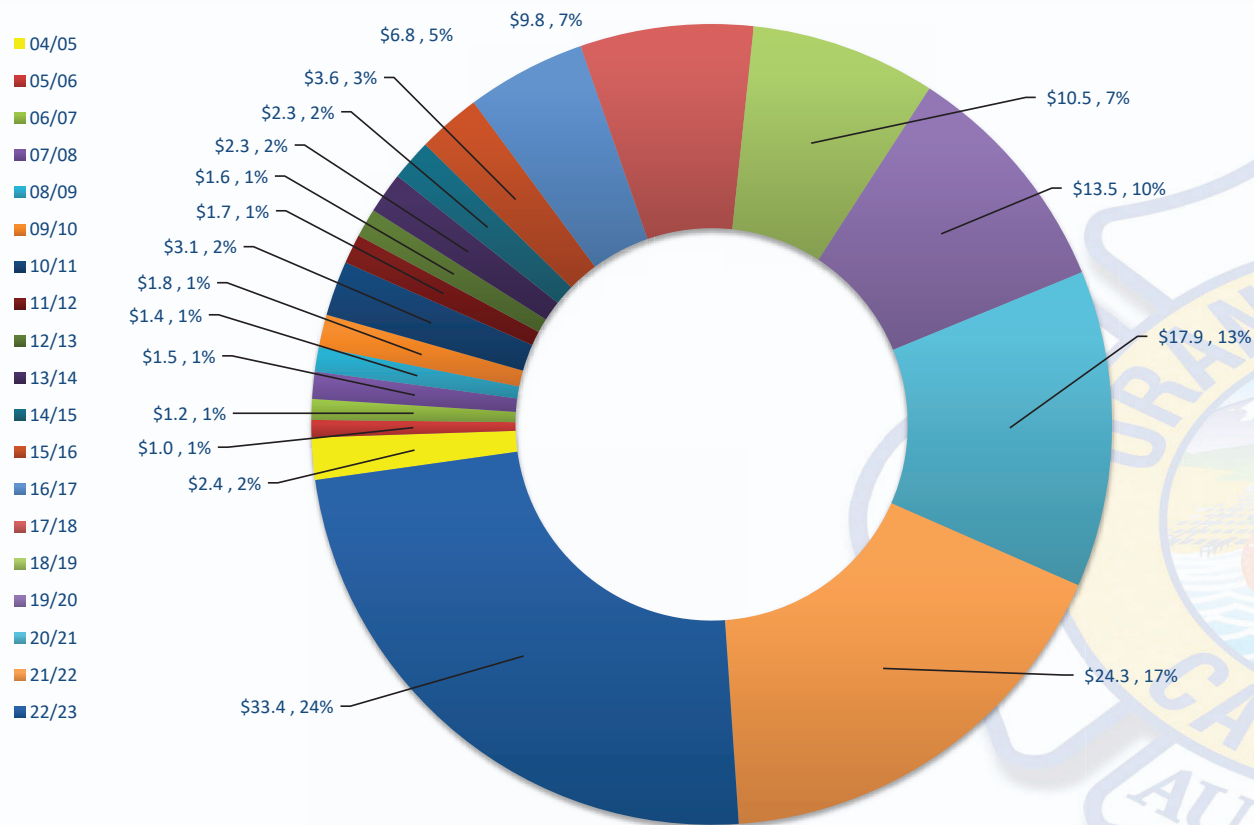
Cumulative Outstanding Workers' Compensation Claims (in millions)



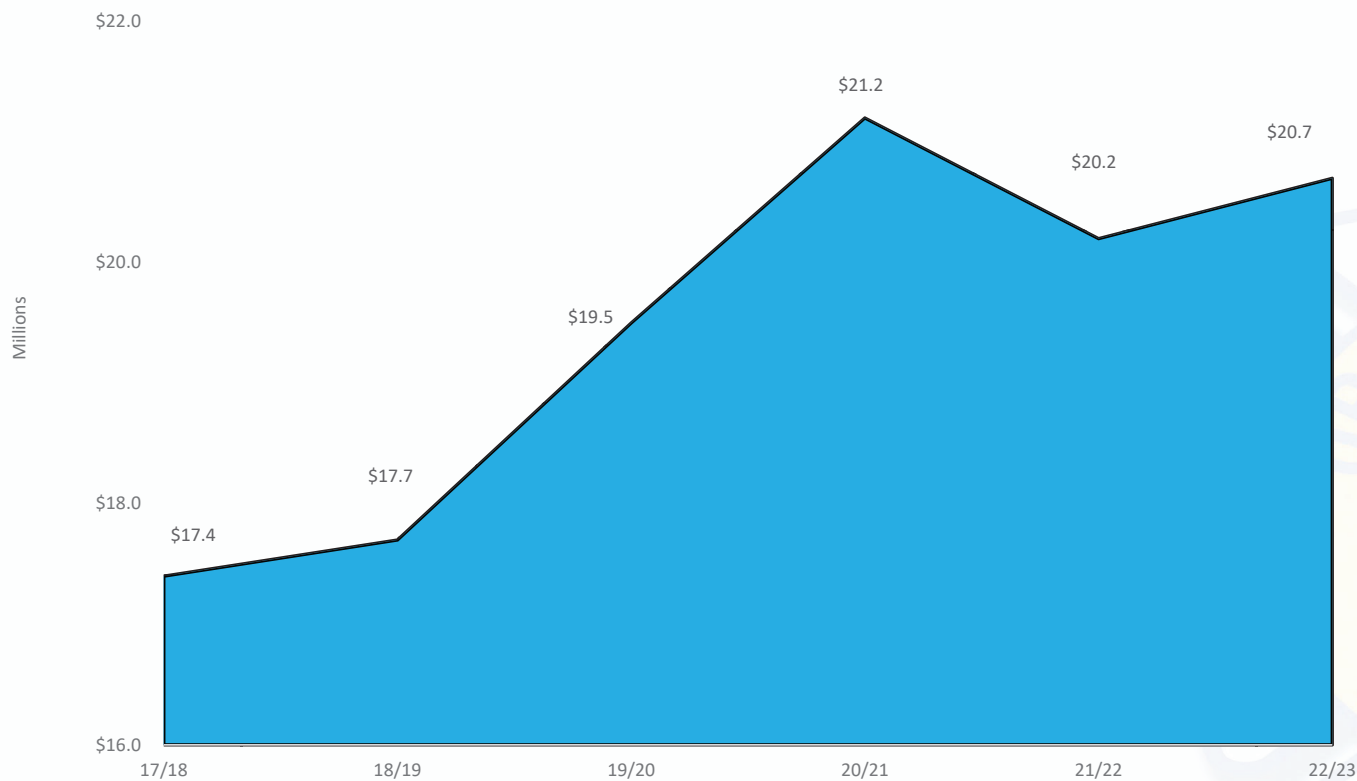
Driving Factors –

- Increase in the number of employees
- Aging workforce
- Increase in the number and frequency of claims
- Covid cases
- Growing mental health cases
- Increase in medical costs

Cumulative Outstanding Workers' Compensation Claims by Year (in millions)



Compensated Absences (in millions)



Driving Factors

- Employees resumed using sick and vacation time.
- MOU salary increases have caused the value of the accrued leave to increase.

Total Unfunded Liabilities (in millions)

	\$ Amount in Millions	% of Total
Defined Benefit Pension Plan	\$ 158.4	47.6%
Defined Benefit Retiree Medical Plan	90.8	27.3
Accrued Compensated Absences	20.7	6.2
Capital Leases	62.7	18.9
Total	\$332.6	100.0%

Total liabilities have decreased \$15.6M since last year driven primarily from savings recognized in the pension liability plan.

Recommended Action

- Receive and file the report





Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2024

Agenda Item No. 2F
Consent Calendar

**Fiscal Year 2022/23 Backfill/Overtime and
Calendar Year 2023 Total Earnings/Compensation Analysis**

Contact(s) for Further Information

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Summary

This annual agenda item is submitted to provide an overview and analysis of the Fiscal Year 2022/23 backfill and overtime earnings along with employee total compensation for Calendar Year 2023, and to reaffirm current direction regarding filling permanent and temporary vacancies.

Prior Board/Committee Action

On April 10, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Director Nguyen and Bourne absent).

RECOMMENDED ACTION(S)

1. Direct staff to continue pursuing reductions in overtime by filling vacant positions as quickly as possible after the positions become vacant.
2. Direct staff to continue using overtime to fill shifts which are temporarily vacant, recognizing this as a cost-effective practice for temporary needs.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Backfill/overtime costs are included in the annual budget.

Background

See extended background.

Attachment(s)

1. 2023 Average Overtime Shifts Compared to 2022 (Safety/Firefighter Ranks, 14 Hour Min.)
2. 2023 Average Overtime Shifts Compared to 2022 (Safety/Firefighter Ranks, 4 Hour Min.)
3. 2023 Average Overtime Shifts Compared to 2022 (Non-Safety/Dispatchers)
4. Frequently Asked Questions & Responses
5. PowerPoint presentation from the B&FC meeting

Background

The OCFA's General Fund budget (excluding Fund 12110 – CIP) consists primarily of labor costs, with approximately 84.8% of final Fiscal Year (FY) 2022/23 expenditures allocated to salaries and employee benefits. For FY 2022/23, final backfill/overtime expenditures were \$66,622,827 or 14.8% of total salary and employee benefit costs. This percentage has consistently trended down for the past five fiscal years, from 17.5% in FY 2018/19, to 17.0% in FY 2019/20, 16.4% in FY 2020/21, 15.5% in FY 2021/22, and 14.8% in FY 2022/23. The primary factors driving OCFA's backfill/overtime costs are:

- OCFA's Constant Staffing Policy - \$51.6M
- Major Emergency Incident Response - \$2.9M
- Training Requirements - \$6.6M
- Discretionary - \$5.4M

Backfill and overtime costs can either be non-discretionary or discretionary, as explained in the following paragraphs.

Constant Staffing Backfill/Overtime (Non-Discretionary)

The OCFA maintains constant staffing levels, which means that every day, all authorized Operations post-positions are staffed. Constant staffing enables delivery of emergency services 24-hours per day, 7-days per week. A post-position is a seat on a fire or Emergency Medical Services (EMS) response unit (including engines, trucks, and paramedic vehicles) that must be filled to meet the staffing requirements of that unit.

- Backfill occurs when there is a vacancy in a position that requires constant staffing, and another employee works overtime to fill the vacancy. Examples include:
 - Positions temporarily vacant, due to personnel on leave (sick, vacation, jury duty, military leave, bereavement, workers' compensation, etc.)
 - Positions vacant as a result of retirements, promotions, or the addition of new positions to staff a new station or convert Basic Life Support engines to Advance Life Support engines, pending recruitments to fill the positions
 - Positions temporarily vacant, due to personnel responding to major in/out-of-county emergency incidents
- Overtime (as opposed to "backfill" described above) is used for work performed above and beyond the constant staffing requirements. Examples include strike teams, overhead assignments, or emergency incidents, either in- or out-of-county, and mandatory training classes that occur on a day other than the employee's regularly assigned shift.

Major Emergency Incident Response (Non-Discretionary)

Another form of non-discretionary overtime incurred by OCFA is for major emergency incident response. OCFA responds to emergency incidents at the request of surrounding fire agencies (Mutual Aid), California Department of Forestry (CAL FIRE), Cleveland National Forest Service (CNF), and the California Office of Emergency Services (Cal OES). Backfill/overtime costs for responding to major emergency incidents in FY 2022/23 totaled \$2.9 million and represented approximately 4.4% of total backfill/overtime expenditures. Historically, 75-100% of emergency related incident response costs are reimbursed.

For FY 2022/23, the total claims submitted for emergency incident costs were \$6.2M, which includes personnel time (both regular and overtime), equipment, services, and supplies. Out of 58 Assistance by Hire (ABH) claims, OCFA has received reimbursement on all 58 claims at a

reimbursement rate of 100%, amounting to \$6.2M. For FEMA Federal Management Assistance Grant (FMAG) claims, FEMA will reimburse up to 75% of the amount claimed. In FY 2021/22, OCFA submitted one FMAG claim for the Coastal Fire in the amount of \$1.1M, for which a reimbursement of \$770K was received in FY 2023/24. For FEMA Public Assistance claims, FEMA will reimburse up to 90% of the amount claimed. In FY 2022/23, OCFA submitted one PA claim for COVID-19 in the amount of \$344K, which is currently progressing through the normal FEMA review process.

Backfill/Overtime costs for constant staffing and major emergency incident response are considered non-discretionary and represent 81.9% of FY 2021/22 Backfill/Overtime costs.

Training Requirements (Discretionary & Non-Discretionary)

OCFA incurs additional backfill/overtime costs related to various training requirements for suppression personnel. Examples include mandatory training requirements for federal, state, and local programs including Urban Search and Rescue (US&R), Airport Rescue Firefighting (ARFF), Weapons of Mass Destruction (WMD), and Incident Command (IC). Additionally, the OCFA historically incurs overtime and backfill costs to provide training academies for new and/or promoted dispatchers, firefighters, engineers, captains, battalion chiefs, and reserve firefighters. Backfill/overtime costs as a result of training activities in FY 2022/23 totaled \$6.6 million and represented 10.0% of the total backfill/overtime expenditures.

Backfill/Overtime/Discretionary

For FY 2022/23, total discretionary backfill/overtime was \$5.4 million or 8.2% and is attributable to the following:

- Employees staffing special events, participating on project teams, and Fire Cadet Program activities.
- Information Technology, Geographic Information System (GIS), automotive, communications services, and fire prevention personnel requested to work outside their normal work schedule.

Regular vs. Overtime Analysis

When OCFA has a need to fill firefighter shifts that are only vacant on a temporary basis, backfill/overtime continues to be more cost effective than hiring a full-time benefited employee for filling these temporary vacancies such as those that occur when employees are off on sick-leave or when employees are responding to out-of-county incidents. That said, it is **not** OCFA's intent to use overtime as a cost-savings measure when positions are vacant due to retirements/promotions. Instead, OCFA seeks to fill those vacant positions as quickly as possible through new recruitment academies and promotional academies.

Filling Vacant Positions

To help reduce the number of vacancies that are open pending hiring and promotions, OCFA has conducted, and plans to conduct, the following academies:

Academies in FY 2023/24

2 Firefighter Academies
2 Fire Apparatus Engineer Academies
2 Fire Captain Academies
1 Battalion Chief Academy

Academies planned for FY 2024/25

2 Firefighter Academies
2 Fire Apparatus Engineer Academies
2 Fire Captain Academies
1 Battalion Chief Academy

OCFA has maintained full staffing at the firefighter rank¹ due to Firefighter Academy graduations. OCFA recently completed Firefighter Academy 58 in December 2023 and is currently running Firefighter Academy 59 which began in February 2024. Firefighter vacancies occur throughout the year as firefighters are promoted into the engineer and captain ranks, and as retirement activity occurs among all ranks. As a result, the Board previously approved ongoing authorization for the hiring of approximately 50 firefighters per academy for all academies, due to attrition/promotions that will occur during and following academy graduations. This has resulted in total firefighter positions temporarily exceeding total permanent authorized firefighter positions pending promotions and retirements/other separations. This practice was first authorized by the Board of Directors in FY 2017/18, and it is the key factor which enabled OCFA to match the pace at which we hire new firefighters, to the ongoing pace of promotions and retirements. Our current practice is to strategically promote Fire Captains and Fire Apparatus Engineers from eligibility lists to minimize impacts at the lower ranks.

Also, we currently have four dispatcher vacancies plus three dispatchers on extended leave. In addition, we currently have six additional “functional” vacancies as the current trainees still require fully certified personnel to fill behind. The vacancies in dispatcher positions have continued to accumulate quickly. The workload and demands on the OCFA Emergency Command Center (ECC) have continued to increase over time, resulting from an increase in incident volume, incident complexity, and the loss of trained personnel. Our last academy started with fourteen trainees, of which, only six remain. The ECC is currently experiencing a 10-year record high forced hiring situation. The staffing situation sometimes necessitates employees working between 4-10 shifts beyond their regularly assigned 15 or 16 twelve-hour shifts per month. This level of forced hiring has a direct impact on morale, family/work balance, and the ability to retain trained and qualified employees.

As with most fire service dispatch centers, the staffing situation is complex. Vacancies from personnel attrition and retirements, accrued leave utilization, and workers’ compensation add to the force hiring situation at the ECC. As a result, the Board previously approved ongoing authorization to temporarily exceed the number of authorized dispatchers hired into each academy, pending attrition/retirements/promotions that will occur. This practice is the key factor helping us tackle the staffing situation in the ECC.

Backfill/Overtime Monitoring & Analysis

OCFA finance staff prepares monthly reports to track and monitor backfill/overtime activity. Reports are provided internally to management to show expenditures by section and by cause (reason) so that Operations and support departments can monitor and, if required, adjust activities as needed in their respective areas.

The OCFA also has policies, procedures, and systems in place that monitor and report overtime usage. Due to the significant weather events across California requiring deployments and prepositions, combined with open positions, vacancies, promotions, retirements, and workers’ compensation cases during CY 2023, the OCFA was required to utilize backfill and overtime to fulfill these needs. The need to force-hire employees to work extended hours beyond what they voluntarily desired to work decreased at the captain and engineer rank, and slightly increased at the firefighter rank compared to CY 2022 (Attachments 1, 2, and 3). These numbers are trending down at the end of 2023. As stated earlier, the OCFA has aggressively been conducting various

¹ Although full staffing was reached at the firefighter rank, continued promotional processes were added to make progress in filling vacancies in the ranks of fire apparatus engineer and fire captain.

academies to help reduce the distribution of overtime and impact on employees. OCFA staff has also been working with the Orange County Professional Firefighters Association, Local 3631, to enhance existing policies and make modifications to the Staffing System to reduce the amount of forced overtime.

As discussed in this report, the majority of backfill/overtime incurred by OCFA is non-discretionary and emergency response activity is generally 75-100% reimbursable. The small portion of overtime considered discretionary (8.2% of total backfill/overtime expenditures) is carefully managed and closely monitored.

Total Employee Compensation Reporting

OCFA is directed by the California State Controller's Office (SCO) to comply with Government Code 53891 that requires cities, counties, and independent special districts to submit completed financial and compensation reports to the SCO once per year. The SCO provides jurisdictions with a report template that identifies specific compensation pay elements which must be included in the report along with a required report format. Effective in CY 2018, employers were required to only report the normal employer paid retirement costs and not report the Unfunded Actuarial Accrued Liability (UAAL) as part of an individual employee's compensation. Currently, the UAAL comprises 31-49% of the OCERS employer retirement costs. This year's report will be provided to the SCO on or before April 30, 2024, in compliance with the due date.

Compensation Cost Transparency

The Orange County Grand Jury developed their own Compensation Cost Transparency (CCT) model, which has different reporting requirements from the SCO. Annual employee compensation costs are posted and readily available on the OCFA website dating back to CY 2009. Starting with CY 2011, the format of the report follows the CCT model and includes all earnings segregated by base salary, overtime, unused leave payouts, and other/special pay. Employer paid retirement and benefits are also included in the employee compensation report. This year's report will be posted to the OCFA website on or before April 30, 2024, in compliance with the due date.

OVERTIME MONTHLY UPDATE

Dec 2023

AVERAGE OVERTIME SHIFTS - 14-Hour

Forced Overtime

Voluntary Overtime

Total Overtime



PM/FC

FC

2023 Jan-Jun

Jan '23	0.6	3.1	3.7
Feb '23	0.8	3.1	3.9
Mar '23	1.7	3.1	4.8
Apr '23	2.2	2.4	4.6
May '23	1.5	2.5	4.0
Jun '23	1.4	2.4	3.8

Jan '23	0.8	2.9	3.7
Feb '23	0.7	2.9	3.6
Mar '23	1.9	3.2	5.1
Apr '23	2.1	2.5	4.6
May '23	1.7	2.6	4.3
Jun '23	1.4	3.2	4.6

2023 Jul-Dec

Jul '23	1.9	2.4	4.3
Aug '23	1.4	2.4	3.8
Sep '23	0.6	3.3	3.9
Oct '23	1.0	2.9	3.9
Nov '23	0.7	3.1	3.8
Dec '23	0.8	3.1	3.9

Jul '23	1.9	2.7	4.6
Aug '23	1.4	2.4	3.8
Sep '23	0.6	2.8	3.4
Oct '23	0.9	2.7	3.6
Nov '23	0.7	3.0	3.7
Dec '23	1.0	2.9	3.9



PM/FAE

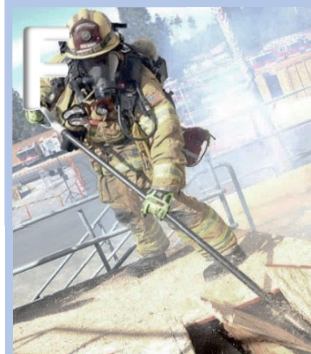
FAE

Jan '23	2.6	1.8	4.4
Feb '23	2.5	2.6	5.1
Mar '23	1.8	2.7	4.5
Apr '23	0.4	2.1	2.5
May '23	0.7	2.4	3.1
Jun '23	1.5	2.8	4.3

Jan '23	2.6	2.1	4.7
Feb '23	2.5	2.2	4.7
Mar '23	1.8	2.3	4.1
Apr '23	0.5	2.5	3.0
May '23	1.0	2.9	3.9
Jun '23	1.5	2.6	4.1

Jul '23	2.8	1.4	4.2
Aug '23	1.5	2.3	3.8
Sep '23	0.3	3.1	3.4
Oct '23	0.6	2.5	3.1
Nov '23	0.6	2.9	3.5
Dec '23	0.8	3.2	4.0

Jul '23	2.9	2.2	5.1
Aug '23	1.2	2.6	3.8
Sep '23	0.5	2.9	3.4
Oct '23	0.9	2.8	3.7
Nov '23	0.7	2.6	3.3
Dec '23	0.6	2.6	3.2



PM/FF

FF

Jan '23	0.2	2.1	2.3
Feb '23	0.2	2.4	2.6
Mar '23	0.4	2.5	2.9
Apr '23	0.5	2.1	2.6
May '23	0.5	2.2	2.7
Jun '23	0.3	2.3	2.6

Jan '23	0.2	2.1	2.3
Feb '23	0.2	2.2	2.4
Mar '23	0.7	2.3	3.0
Apr '23	0.2	1.9	2.1
May '23	0.3	2.1	2.4
Jun '23	0.3	2.0	2.3

Jul '23	0.8	2.2	3.0
Aug '23	0.6	2.3	2.9
Sep '23	0.7	2.2	2.9
Oct '23	0.7	2.1	2.8
Nov '23	0.3	2.1	2.4
Dec '23	0.2	2.1	2.3

Jul '23	0.7	1.7	2.4
Aug '23	0.5	1.7	2.2
Sep '23	0.5	1.9	2.4
Oct '23	0.5	1.6	2.1
Nov '23	0.2	1.7	1.9
Dec '23	0.1	1.3	1.4

Forced and Voluntary Overtime include shifts of 14+ hours worked only.

Averages are calculated using number of Overtime shifts (14+ hours) divided by the number of employees working 3+ shifts in a month.

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OVERTIME QUARTERLY UPDATE

Dec 2023

AVERAGE OVERTIME SHIFTS -
14-Hour

Forced Overtime

Voluntary Overtime

Total Overtime

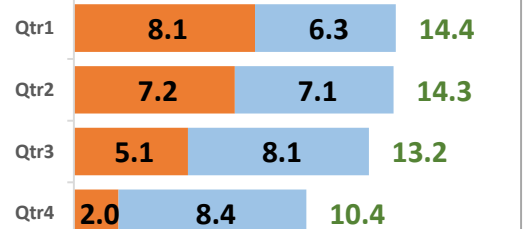
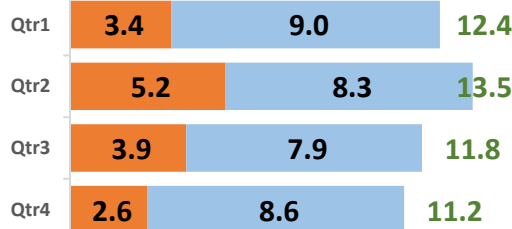
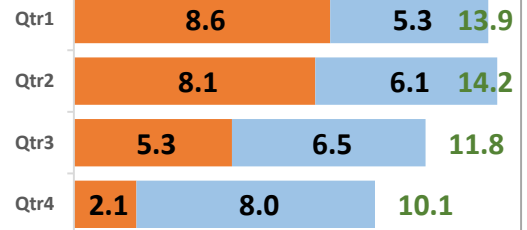
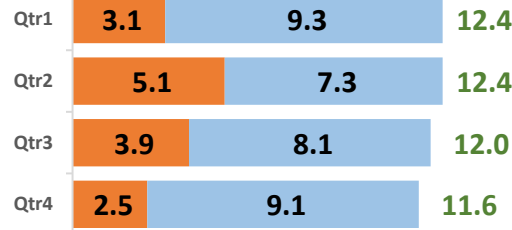


PM/FC

FC

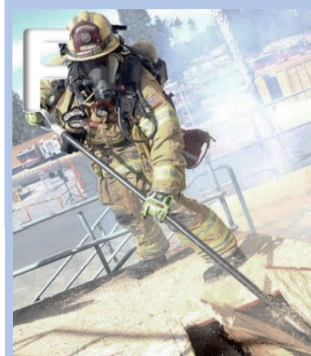
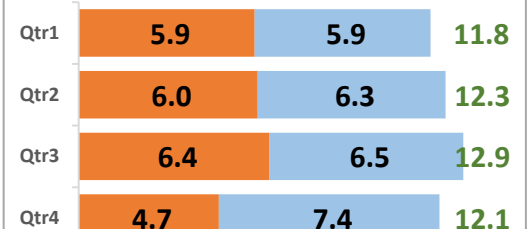
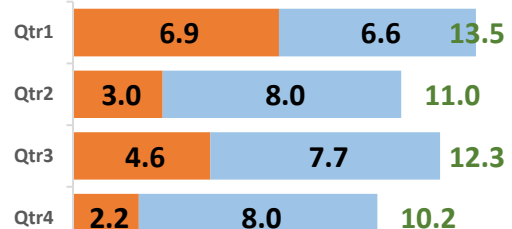
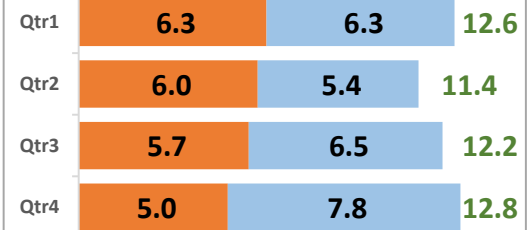
2023

2022



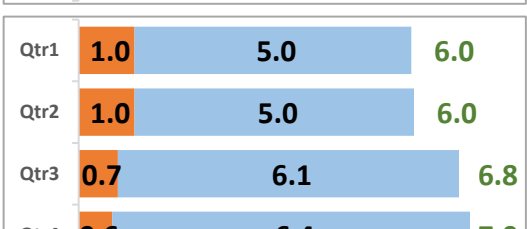
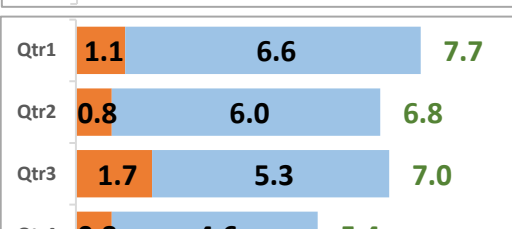
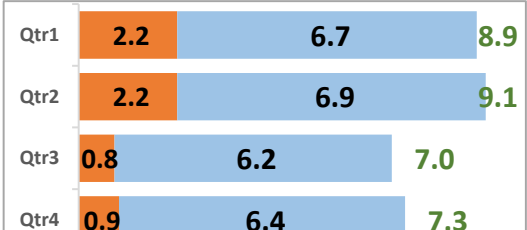
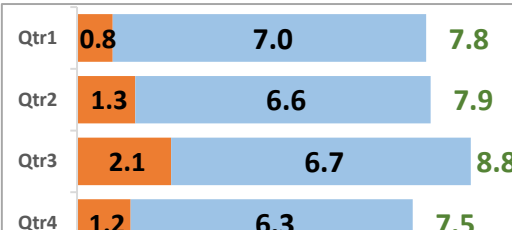
PM/FAE

FAE



PM/FF

FF



Forced and Voluntary Overtime include shifts of 14+ hours worked only.

Averages are calculated using number of Overtime shifts (14+ hours) divided by the number of employees working 9+ shifts for the quarter.

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OVERTIME MONTHLY UPDATE



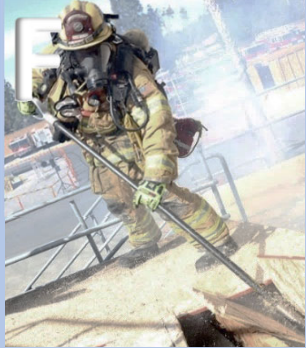
Dec 2023

AVERAGE OVERTIME SHIFTS - 4-HOUR

Forced Overtime

Voluntary Overtime

Total Overtime

		2023 Jan-Jun	2023 Jul-Dec
	PM/FC	Jan '23 -- - Feb '23 -- - Mar '23 -- - Apr '23 -- - May '23 -- - Jun '23 -- -	Jul '23 2.0 2.5 4.5 Aug '23 1.6 2.5 4.1 Sep '23 0.7 3.4 4.1 Oct '23 1.2 2.9 4.1 Nov '23 0.9 3.2 4.1 Dec '23 0.9 3.1 4.0
	FC	Jan '23 -- - Feb '23 -- - Mar '23 -- - Apr '23 -- - May '23 -- - Jun '23 -- -	Jul '23 2.1 2.7 4.8 Aug '23 1.6 2.5 4.1 Sep '23 0.8 2.8 3.6 Oct '23 1.1 2.7 3.8 Nov '23 0.8 3.1 3.9 Dec '23 1.0 3.0 4.0
	PM/FAE	Jan '23 -- - Feb '23 -- - Mar '23 -- - Apr '23 -- - May '23 -- - Jun '23 -- -	Jul '23 2.9 1.5 4.4 Aug '23 1.6 2.3 3.9 Sep '23 0.4 3.1 3.5 Oct '23 0.8 2.5 3.3 Nov '23 0.9 2.9 3.8 Dec '23 0.9 3.2 4.1
	FAE	Jan '23 -- - Feb '23 -- - Mar '23 -- - Apr '23 -- - May '23 -- - Jun '23 -- -	Jul '23 3.1 2.2 5.3 Aug '23 1.4 2.7 4.1 Sep '23 0.6 2.9 3.5 Oct '23 1.0 2.8 3.8 Nov '23 0.8 2.6 3.4 Dec '23 0.7 2.6 3.3
	PM/FF	Jan '23 -- - Feb '23 -- - Mar '23 -- - Apr '23 -- - May '23 -- - Jun '23 -- -	Jul '23 0.9 2.3 3.2 Aug '23 0.7 2.5 3.2 Sep '23 0.7 2.3 3.0 Oct '23 0.8 2.2 3.0 Nov '23 0.5 2.2 2.7 Dec '23 0.3 2.2 2.5
	FF	Jan '23 -- - Feb '23 -- - Mar '23 -- - Apr '23 -- - May '23 -- - Jun '23 -- -	Jul '23 0.8 1.7 2.5 Aug '23 0.6 1.8 2.4 Sep '23 0.6 1.9 2.5 Oct '23 0.5 1.7 2.2 Nov '23 0.4 1.8 2.2 Dec '23 0.2 1.5 1.7

Forced and Voluntary Overtime include shifts of 4+ hours worked only.

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OVERTIME QUARTERLY UPDATE

Dec 2023

AVERAGE OVERTIME SHIFTS- 4-HOUR

Forced Overtime

Voluntary Overtime

Total Overtime

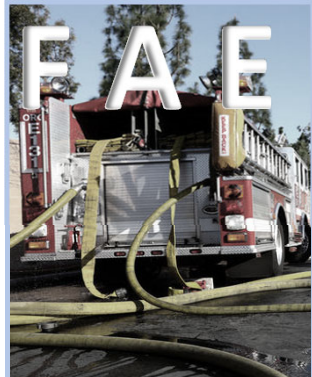
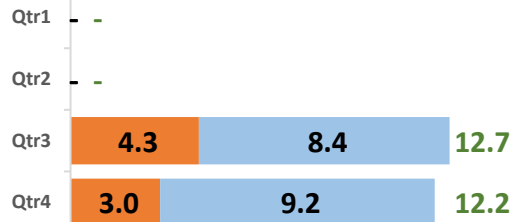


PM/FC

FC

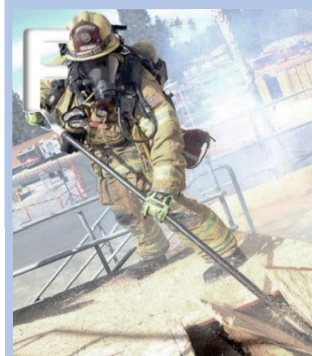
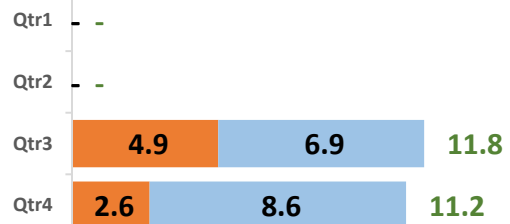
2023

2022



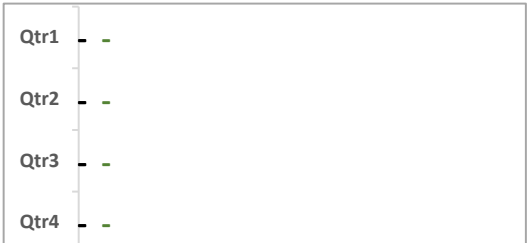
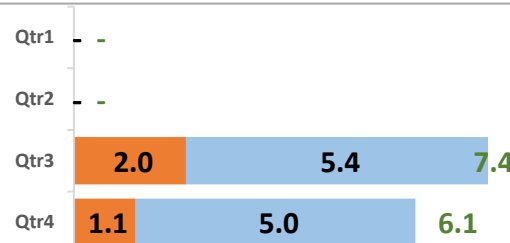
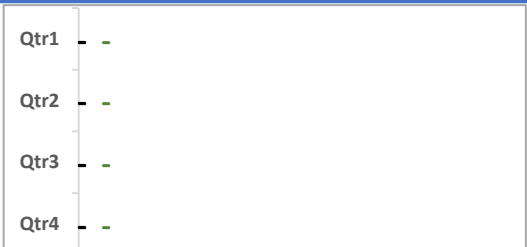
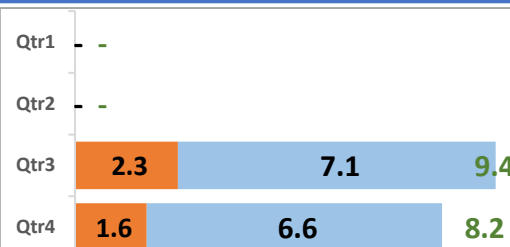
PM/FAE

FAE



PM/FF

FF



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EMERGENCY COMMAND CENTER

OVERTIME UPDATE

Dec 2023

AVERAGE
OVERTIME SHIFTS

Fire Communications Dispatcher

MONTHLY

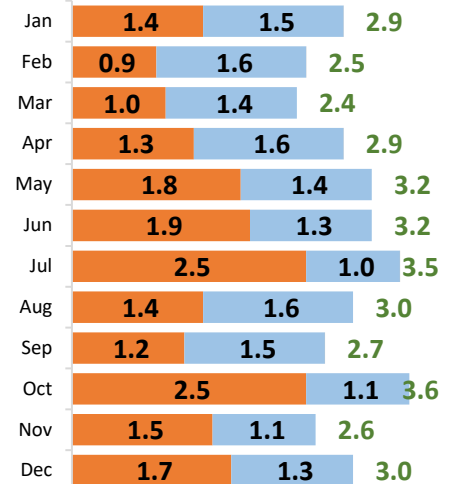
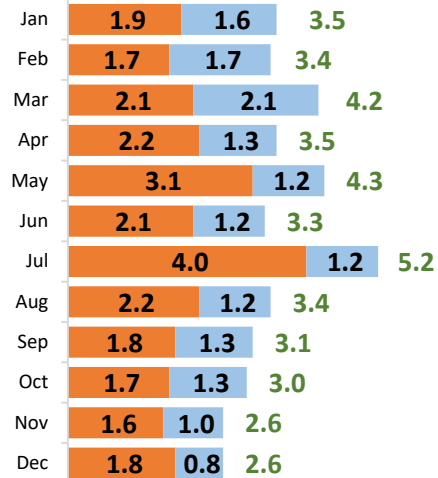
Forced Overtime

Voluntary Overtime

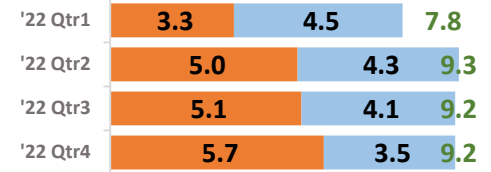
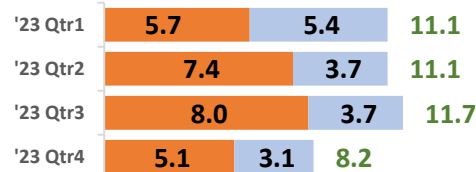
Total Overtime

2023

2022

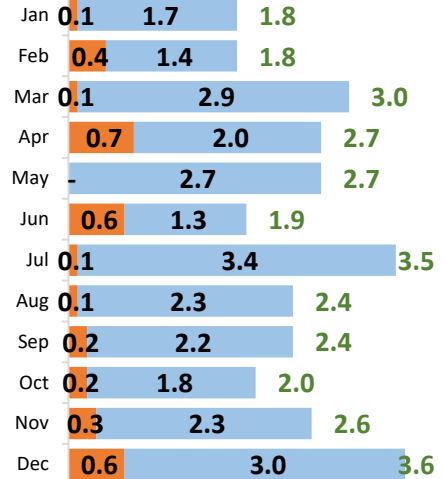
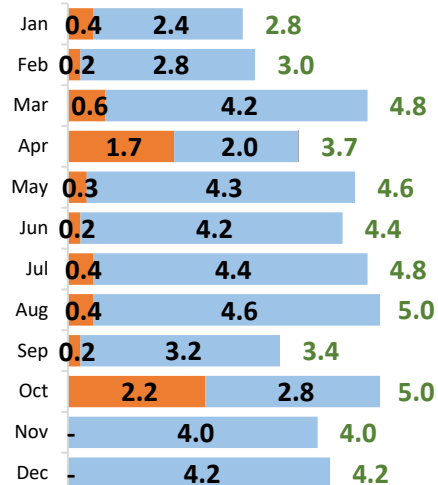


QUARTERLY

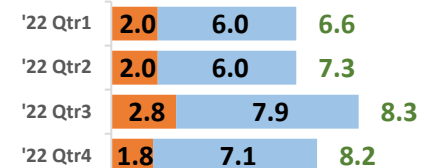
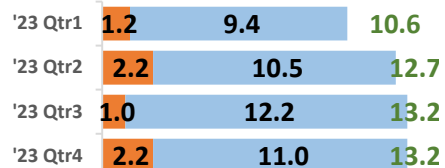


Fire Communications Supervisor

MONTHLY



QUARTERLY



FY 2022/23 BACKFILL/OVERTIME ANALYSIS FREQUENTLY ASKED QUESTIONS**1. What is a firefighter's standard work schedule?**

Firefighters assigned to suppression positions work 24-hour shifts, which equates to a 56-hour average work week or 2,912 hours per year. When firefighters are assigned to staff positions on a 40-hour work week, they average 2,080 regular hours per year.

2. What does "maintaining constant staffing levels" mean? What is the difference between backfill and overtime?

This means that every day, all authorized Operations post-positions are staffed. A post-position is a seat on a fire or Emergency Medical System (EMS) response unit (including engines, trucks and paramedic vans) that must be filled to meet the staffing requirement of that unit. Backfill occurs when there is a vacancy in a position that requires constant staffing, and an employee either volunteers or is forced to work to fill the vacancy. Overtime is also used for hours worked above and beyond the constant staffing requirements. Examples of overtime include strike teams, overhead assignments to emergency incidents, either in- or out-of-county, and mandatory training classes that occur on days other than the employee's regularly assigned shift.

3. Because OCFA's backfill/overtime budget is significant, does that mean we are understaffed?

In addition to what is outlined in No. 2 above, there are various other reasons for OCFA's backfill/overtime budget. First, due to retirements and promotions, there are positions that remain temporarily unfilled pending both graduation of new recruits from Firefighter Academies and completion of promotional academies. For FY 2022/23, vacant positions across all ranks reached a high of 184 which required constant staffing on an overtime/backfill basis. Second, this past year, another contributing factor to backfill/overtime was personnel on leave due to Workers' Compensation. Each of these issues is being proactively addressed with current and upcoming academies along with promotional exams that will reduce the number of vacancies and open positions.

4. How many continuous hours may a firefighter work?

Currently, the maximum number of continuous hours (regular and backfill/overtime) an employee may work is 120. The Assistant Chief of Operations (North and South) may suspend the 120-hour rule to ensure sufficient incident response capability and adequate station coverage. Employees enter their availability to work into the OCFA's Staffing System. The system hires employees based upon the premise of an equal distribution of overtime and agreed upon hiring list procedures. Personnel assigned to out-of-county strike teams or to overhead positions are often deployed for periods of 7-21 days. When assigned to these extended incidents, employees work within established work/rest cycles.

5. Is the OCFA concerned about employee fatigue as the result of the continuous work hour rules?

The OCFA recognizes employee fatigue is a factor that impacts employee performance. Severe fatigue may increase the dangers inherent in the performance of emergency operations. The OCFA takes steps to protect employees from these dangers and ensures that firefighters are trained, equipped, and supervised to work as safely as possible. There is an additional emphasis on employee health and wellness provided through the WEFIT (Wellness) Program. Supervisors have the means by which to ensure employees are either adequately rested or relieved of duty where appropriate. Firefighters on extended incidents adhere to specified work/rest cycles.

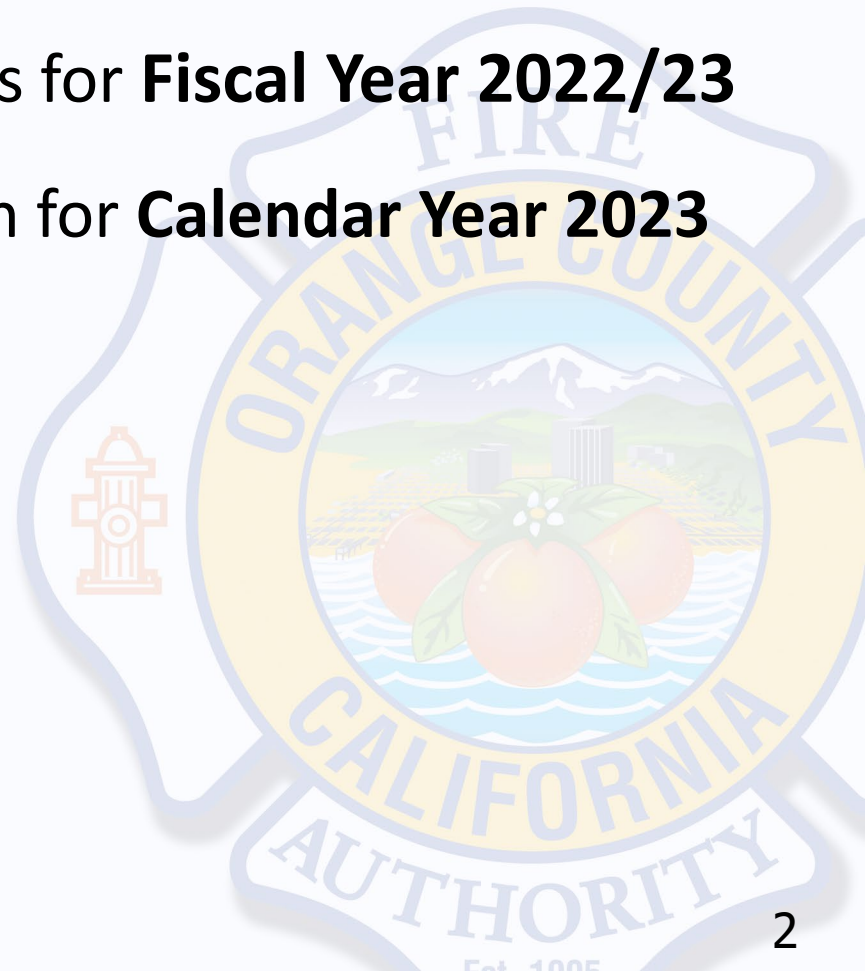
Fiscal Year 2022/23 Backfill/Overtime & Calendar Year 2023 Total Earnings/Compensation Analysis

Budget and Finance Committee Meeting
April 10, 2024



Agenda

- Terminology and Supplemental Information
- Backfill and overtime earnings for **Fiscal Year 2022/23**
- Total employee compensation for **Calendar Year 2023**
- Backfill/overtime
- Recommendations



Supplemental Information

- Constant Staffing Model: provides for fire and medical services 24/7, 365 days per year
- Vacancy: position open due to promotion or movement by the former employee pending recruitment
- Temporary Vacancy: position temporarily open due to personnel on paid leave, workers' compensation leave, or deployment
- Backfill: to replace a regularly scheduled post position (position required to be filled to meet staffing requirements) to ensure 24-hour coverage
- Overtime: work that is performed outside of the employee's regularly scheduled shift and is often paid at a premium pay of 1.5 times the regular hourly rate
- Compensation: Base Earnings – regular hourly pay based on a 2912 or 2080 schedule; Total Earnings: base earnings plus special pays, payouts and OT; and Total Compensation: total earnings plus employer paid benefits.

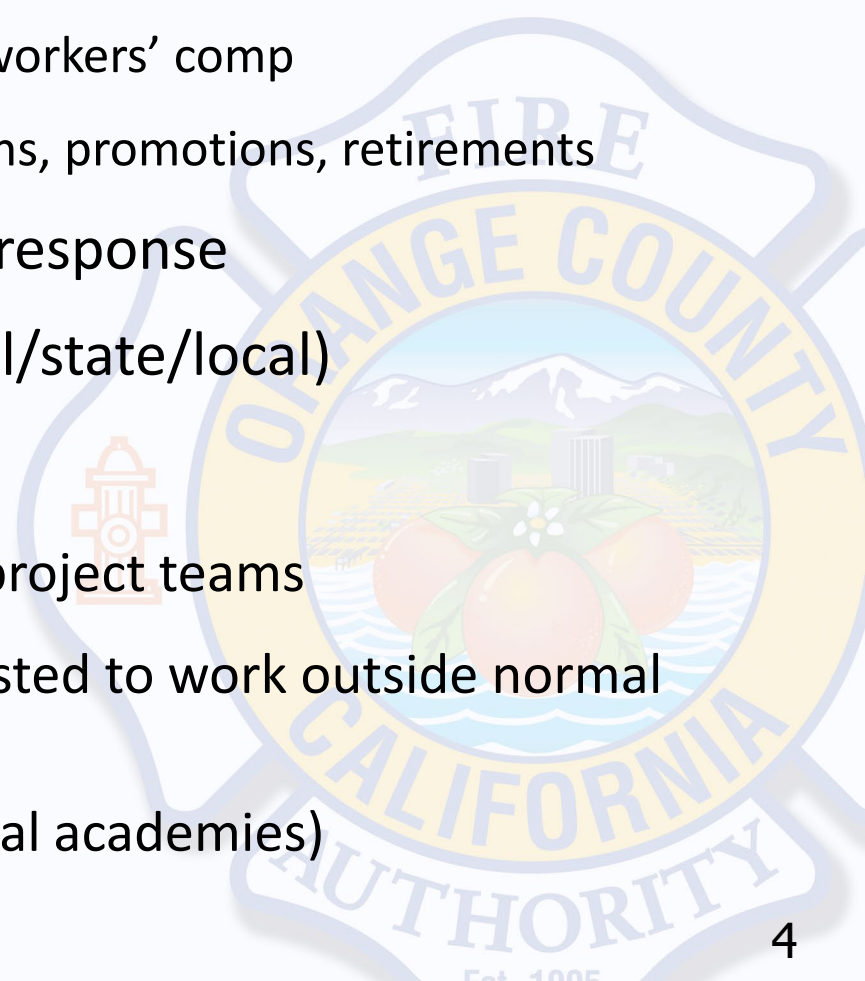
Fiscal Year 2022/23 Backfill/Overtime Categories

- *Non-Discretionary Categories:*

- Constant Staffing Policy
 - Vacant Shifts - vacation, sick, workers' comp
 - Vacant Positions - new positions, promotions, retirements
- Major emergency incident response
- Training (mandatory federal/state/local)

- *Discretionary Categories:*

- Special events/assignments, project teams
- Department personnel requested to work outside normal work schedules
- Training (new hire/promotional academies)



Fiscal Year 2022/23

Backfill/Overtime by Category

Categories of Backfill/OT	FY 2020/21		FY 2021/22		FY 2022/23	
	(in millions)	% of Total	(in millions)	% of Total	(in millions)	% of Total
Constant Staffing <i>(Vacant Shifts)</i> <i>Non-Discretionary</i> - Vacant Shifts (sick, vacation, WC)	\$24.5	34.9%	\$30.0	43.0%	\$28.8	43.1%
Constant Staffing <i>(Vacant Positions)</i> <i>Non-Discretionary</i> - Vacant Positions (new positions promotions, retirements)	\$25.5	36.3%	\$24.0	34.3%	\$22.9	34.3%
Emergency Response* <i>Non-Discretionary</i>	\$12.3	17.5%	\$6.2	8.9%	\$2.9	4.4%
Training <i>Discretionary & Non-Discretionary</i>	\$3.8	5.5%	\$5.4	7.8%	\$6.6	10%
Projects <i>Discretionary</i>	\$4.1	5.8%	\$4.2	6.0%	\$5.4	8.2%
FY Total	\$70.2		\$69.8		\$66.6	

* Emergency response overtime is generally 75-100% reimbursable

Backfill/Overtime Cost Effectiveness for Filling Temporarily Vacant Shifts

Example Firefighter Position:

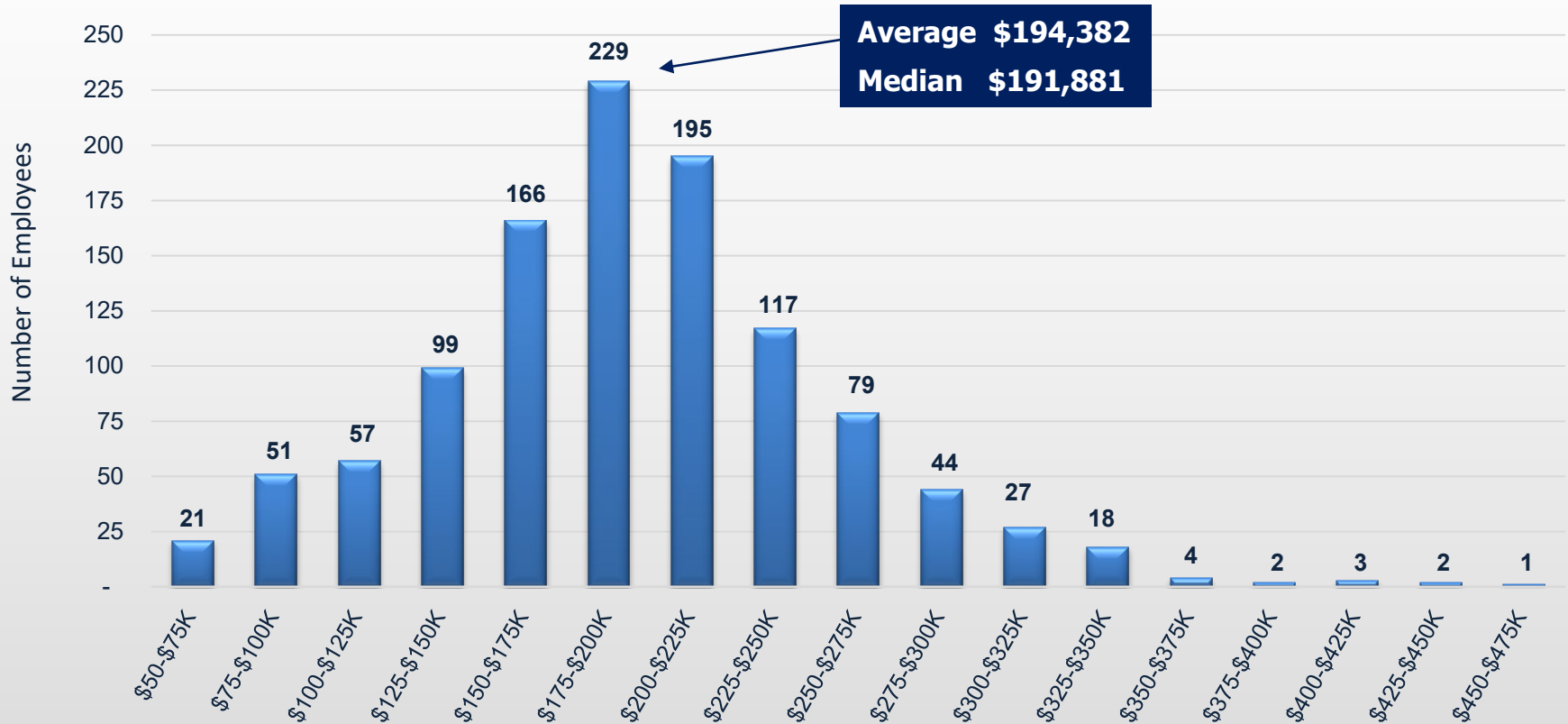
Hourly Rate Regular Full-Time	Top Step Regular Rate	Top Step OT Rate
Salaries:		
Base Hourly Rate	\$34.29	\$51.44
Other Pays (Holiday, Education, Increases, EMT)	\$9.36	
Total Salaries	\$43.65	\$51.44
Benefits:		
Retirement	\$13.35	
Workers' Compensation/Medicare	\$2.17	\$2.49
Health Insurance	\$9.02	
Total Benefits	\$24.54	\$2.49
Total Hourly Salaries & Benefits	\$68.19	\$53.93

\$ Difference	\$14.26
% Difference	20.91%

More cost-effective to use overtime to backfill temporary firefighter vacant shifts compared to hiring a regular full-time firefighter to fill floating temporary vacancies

Firefighter Ranks Total Earnings Analysis

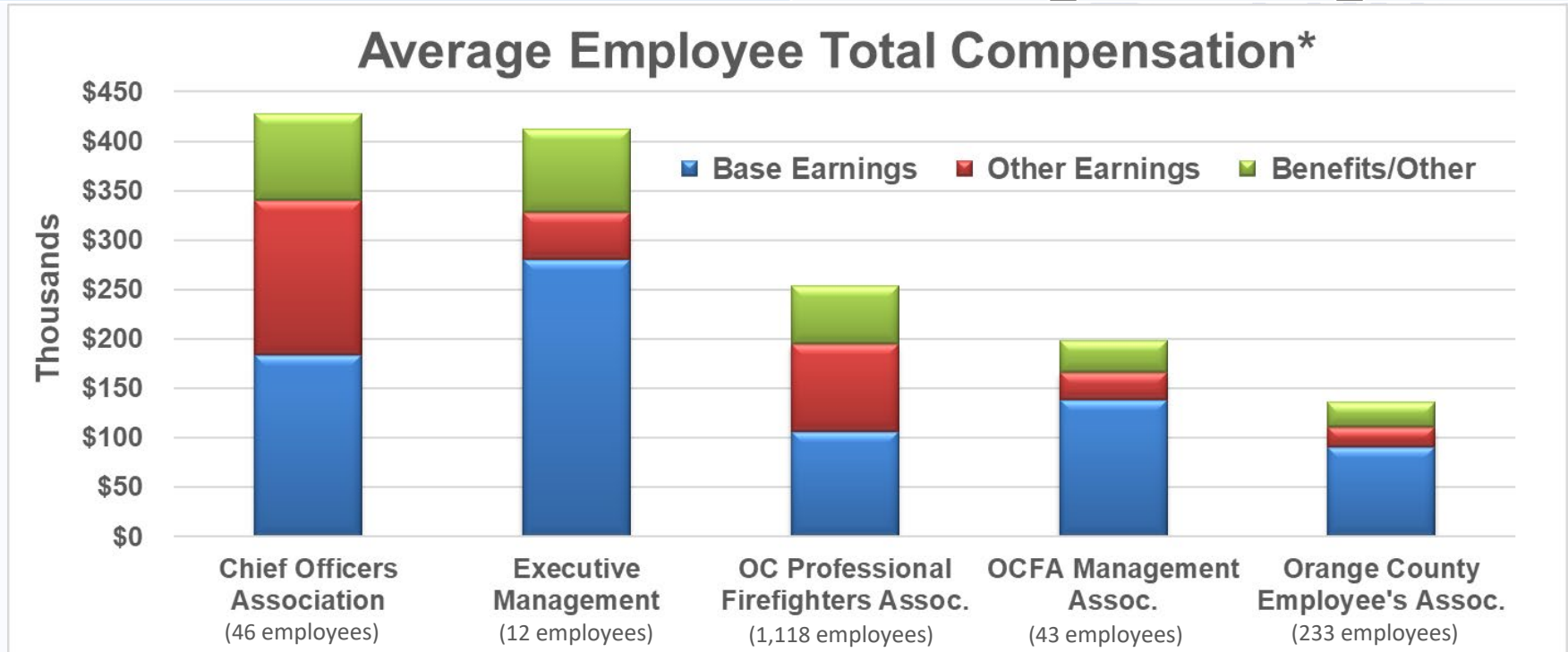
Calendar Year 2023 Firefighter Ranks Earnings*
(excluding trainees, minimum 2,000 hours)



* Excludes benefits

Calendar Year 2023 Total Employee Compensation

Bargaining Group	Average Base Earnings	Average Total Earnings	Average Total Compensation
ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION	\$183,308	\$340,317	\$427,671
EXECUTIVE MANAGEMENT	\$280,322	\$328,297	\$412,041
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION	\$106,173	\$194,382	\$253,452
ORANGE COUNTY FIRE AUTHORITY MANAGEMENT ASSOCIATION	\$137,816	\$165,998	\$198,715
ORANGE COUNTY EMPLOYEES ASSOCIATION	\$90,198	\$111,042	\$135,916

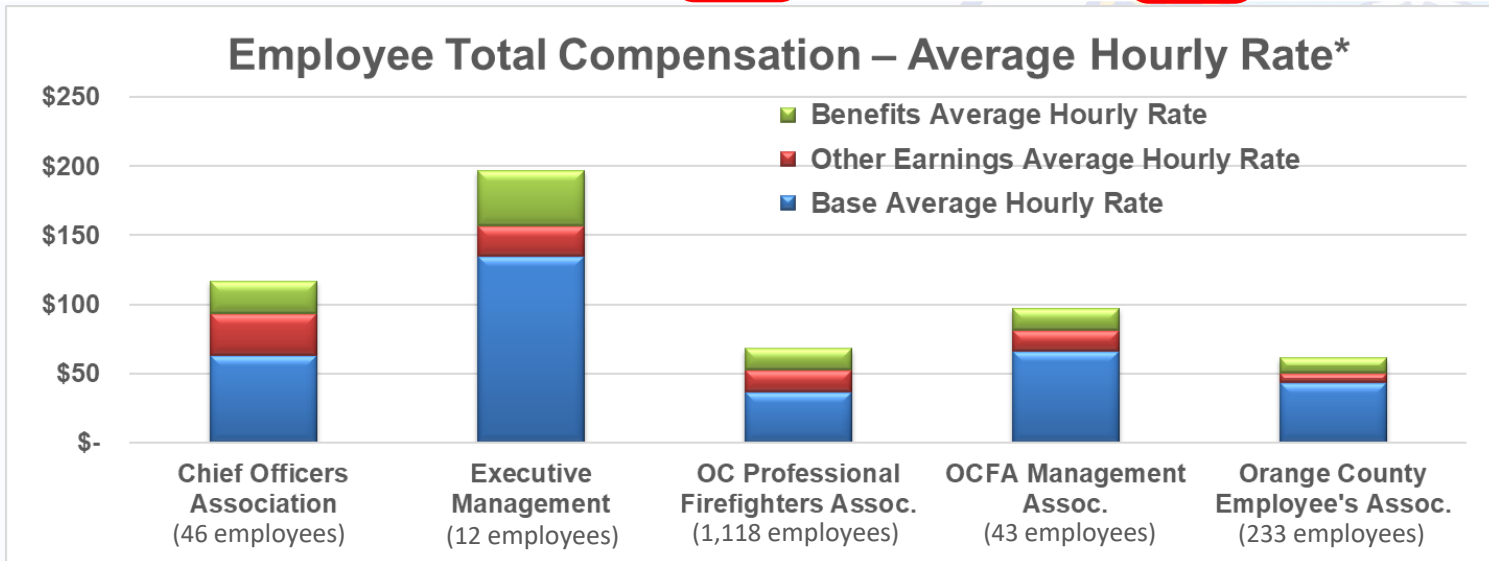


* Employees working a minimum of 2,000 hours for safety and 1,430 for non-safety (approx. 70% of regularly scheduled hours)

Calendar Year 2023 Total Compensation

Average Hourly Rate

Bargaining Group	BASE EARNINGS			TOTAL EARNINGS			TOTAL COMPENSATION		
	Average Base Earnings	Regularly Scheduled Hours	Average Hourly Rate	Average Total Earnings	Average Hours Worked	Average Hourly Rate	Average Total Compensation	Average Hours Worked	Average Hourly Rate
OCFA CHIEF OFFICERS ASSOCIATION	\$183,308	2,912	\$62.95	\$340,317	3,653	\$93.16	\$427,671	3,653	\$117.07
EXECUTIVE MANAGEMENT	\$280,322	2,080	\$134.77	\$328,297	2,080	\$157.84	\$412,041	2,080	\$198.10
OC PROFESSIONAL FIREFIGHTERS ASSOCIATION	\$106,173	2,912	\$36.46	\$194,382	3,720	\$52.25	\$253,452	3,720	\$68.13
OCFA MANAGEMENT ASSOCIATION	\$137,816	2,080	\$66.26	\$165,998	2,041	\$81.33	\$198,715	2,041	\$97.36
OC EMPLOYEES ASSOCIATION	\$90,198	2,080	\$43.36	\$111,042	2,215	\$50.13	\$135,916	2,215	\$61.36



* Exempt employee groups under 2,080 hours reflect new hires/separations during the year. Actual hours worked usually exceeds regularly scheduled hours.

Calendar Year 2023 Top 10 Employees

Hours by Backfill/Overtime*

	Title/ Assignment	Base Hours	Backfill for Constant Staffing	Overtime for Emergency Incidents ¹	Overtime to Attend Training	Other ²	Total Hours
1	Fire Division Chief	2,080	-	762	-	205	3,047
2	Fire Captain	2,912	3,420	2	101	306	6,741
3	Fire Division Chief	2,080	-	638	-	242	2,960
4	Fire Captain	2,912	3,436	90	87	256	6,781
5	Fire Captain	2,912	2,871	97	25	70	5,975
6	Fire Battalion Chief	2,912	1,168	85	194	75	4,434
7	Fire Battalion Chief	2,080	666	333	84	136	3,299
8	Fire Battalion Chief	2,912	1,279	315	38	144	4,688
9	Fire Battalion Chief	2,912	1,104	407	219	150	4,792
10	Fire Battalion Chief	2,880	1,018	325	212	128	4,563

* Per Cause Code; ¹ Potentially Reimbursable; ² Special Activities, Other Discretionary/ Non-Discretionary, Admin.

Calendar Year 2023 Top 10 Employees Compensation Average Hourly Rate

	Title/Assignment	Total Compensation*	Base Hours	Backfill/ Overtime Hours	Total Hours	Average Hourly Fully Burdened Rate
1	Fire Division Chief	\$539,472	2,080	967	3,047	\$177.05
2	Fire Captain	\$535,339	2,912	3,829	6,741	\$79.42
3	Fire Division Chief	\$520,747	2,080	880	2,960	\$175.93
4	Fire Captain	\$505,788	2,912	3,869	6,781	\$74.59
5	Fire Captain	\$505,192	2,912	3,063	5,975	\$84.55
6	Fire Battalion Chief	\$503,601	2,912	1,522	4,434	\$113.58
7	Fire Battalion Chief	\$499,980	2,080	1,219	3,299	\$151.56
8	Fire Battalion Chief	\$498,915	2,912	1,776	4,688	\$106.42
9	Fire Battalion Chief	\$497,643	2,912	1,880	4,792	\$103.85
10	Fire Battalion Chief	\$490,201	2,880	1,683	4,563	\$107.43

*Includes all employer paid benefits

Calendar Year 2023 Top 10 Employees

Compensation Pensionable vs. Non-Pensionable

	Title/Assignment	Total Compensation		Compensation Pensionable		Compensation Non-Pensionable*	Employer Paid Pension (Non-Pensionable)	Employer Paid Health (Non-Pensionable)
1	Fire Division Chief	\$539,472	=	\$253,555	+	\$285,917	\$79,054	\$22,961
2	Fire Captain	\$535,339	=	\$174,225	+	\$361,114	\$50,975	\$26,394
3	Fire Division Chief	\$520,747	=	\$256,304	+	\$264,443	\$80,266	\$22,964
4	Fire Captain	\$505,788	=	\$151,456	+	\$354,332	\$48,117	\$26,394
5	Fire Captain	\$505,192	=	\$187,537	+	\$317,655	\$57,664	\$26,394
6	Fire Battalion Chief	\$503,601	=	\$230,228	+	\$273,373	\$72,513	\$22,815
7	Fire Battalion Chief	\$499,980	=	\$222,238	+	\$277,742	\$68,707	\$25,884
8	Fire Battalion Chief	\$498,915	=	\$208,674	+	\$290,241	\$66,329	\$18,421
9	Fire Battalion Chief	\$497,643	=	\$205,258	+	\$292,385	\$65,334	\$22,815
10	Fire Battalion Chief	\$490,201	=	\$214,476	+	\$275,725	\$67,780	\$21,586

*Compensation Non-Pensionable includes overtime, non-pensionable specialty pays, employer paid pension, and employer paid health.

Summary

- Approximately 82% of the backfill/overtime costs are non-discretionary (78% constant staffing and 4% emergency activity)
- OCFA staff has conducted and anticipates the following academies over the next two fiscal years:

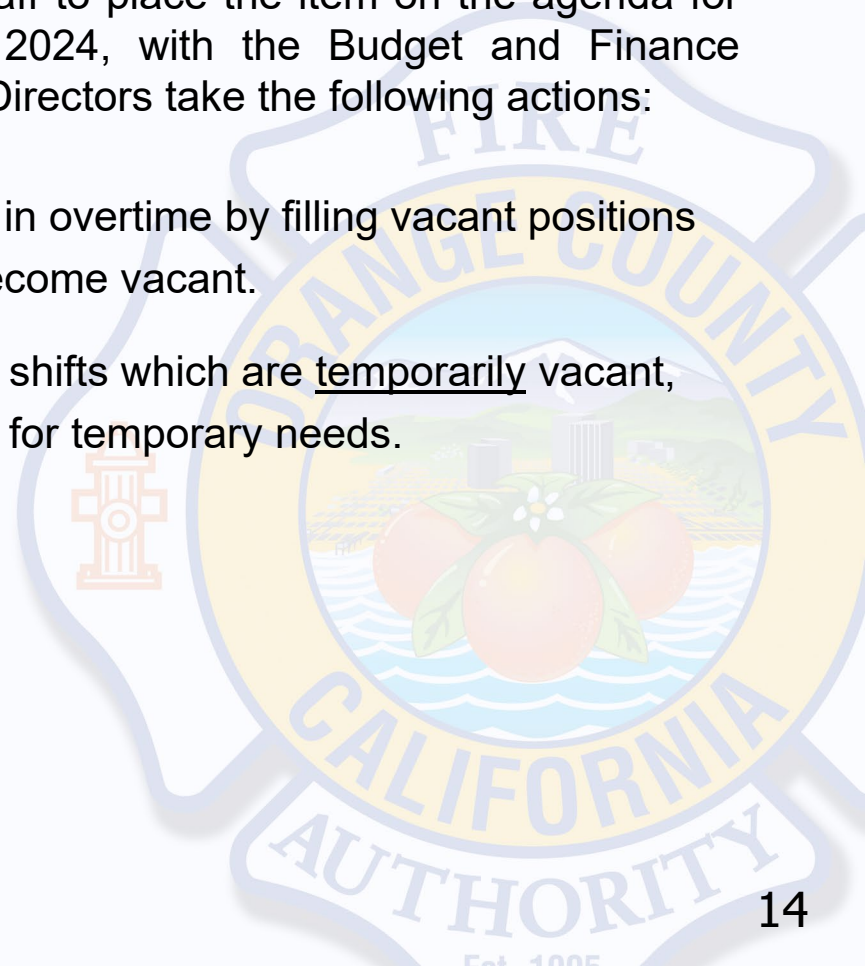
FY 2023/24	FY 2024/25
2 Firefighter Academies	2 Firefighter Academies
2 Fire Apparatus Engineer Academies	2 Fire Apparatus Engineer Academies
2 Fire Captain Academies	2 Fire Captain Academies
1 Battalion Chief Academy	1 Battalion Chief Academy

- When backfill is required, it is more cost effective to use overtime to backfill for temporary shift vacancies than hiring a full-time benefited firefighter

Recommended Action

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of April 25, 2024, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Direct staff to continue pursuing reductions in overtime by filling vacant positions as quickly as possible after the positions become vacant.
2. Direct staff to continue using overtime to fill shifts which are temporarily vacant, recognizing this as a cost-effective practice for temporary needs.



Questions/Comments?





Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2024

Agenda Item No. 2G
Consent Calendar

**Accept Grant Funds for OCFA's Hazardous Materials Response Team
for San Onofre Nuclear Generating Station (SONGS) Response Activities**

Contact(s) for Further Information

TJ McGovern, Deputy Chief
Emergency Operations Bureau

TJMcGovern@ocfa.org

714.573.6006

Shane Sherwood, Assistant Chief
Field Operations North/HAZMAT

shanesherwood@ocfa.org

714.573.6000

Summary

This item is submitted for budget approval in FY 2023/2024, General Fund 121, for the Southern California Edison SONGS grant managed by OCSD/Emergency Management Division in the amount of 40,000.00. The grant's resources must be utilized to enhance Orange County Fire Authority's Hazardous Materials Team with valuable regional training and new radiation specific monitoring equipment.

The OCFA was notified that it was awarded \$40,000 as part of the FY 2023/2024 for an annual grant to cover staffing and equipment. The amount is requested to be added to General Fund 121 to purchase radiological equipment and training for OCFA's Hazardous Materials Response Team. The grant funds are designated for reimbursement from OCSD/Emergency Management Division after approval and delivery of equipment.

Prior Board/Committee Action

Not applicable.

RECOMMENDED ACTION(S)

Approve a Budget Adjustment in General Fund 121 to increase revenue and expenditures by \$40,000.00 for the grant program award.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2023/24 General Fund 121 revenues and expenditures will be increased by \$40,000.00 for the grant program award.

Increase Cost Funded by Structural Fire Fund: \$0

Increase Cost Funded by Cash Contract Cities: \$0

Background

In May and June of 2020 an amended Memorandum of Understanding (MOU) was entered into by and among Southern California Edison (SCE), the counties of Orange and San Diego and the

three cities of San Clemente, San Juan Capistrano and Dana Point. The purpose of the "MOU" was to document the mutual agreement of all signatory parties to continue collaborative and cooperative management of the radiological emergency preparedness, planning, response and recovery activities related to the San Onofre Nuclear Generating Station (SONGS) and to outline a cooperative funding agreement between the signatory local governments and SCE for such activities.

Attachment(s)

1. Memorandum of Understanding for Support of Radiological Emergency and Planning Support
2. Subordinate Agreement and Transfer Agreement for San Onofre Nuclear Generating Station
3. Email regarding grant award

MEMORANDUM OF UNDERSTANDING FOR SUPPORT OF RADIOLOGICAL EMERGENCY PLANNING AND RESPONSE



PURPOSE

This amended Memorandum of Understanding (MOU) is entered into by and among Southern California Edison (SCE), the counties of Orange and San Diego and the three cities of San Clemente, San Juan Capistrano and Dana Point. The purpose of this "MOU" is to document the mutual agreement of all signatory parties to continue collaborative and cooperative management of the radiological emergency preparedness, planning, response and recovery activities related to the San Onofre Nuclear Generating Station (SONGS) and to outline a cooperative funding agreement between the signatory local governments and SCE for such activities.

I. BACKGROUND

A. SONGS

SONGS consists of nuclear power generating facilities known as Units 1, 2 and 3 and associated structures, being decommissioned by four entities: the city of Anaheim, city of Riverside, San Diego Gas & Electric (SDG&E), and Southern California Edison (SCE, an Owner-Operator and decommissioning agent for the other decommissioning participants).

SONGS Unit 1 was shut down in 1992. SONGS Units 2 and 3 were shut down in 2013. Spent fuel from Units 1, 2, and 3 is stored on site in the Independent Spent Fuel Storage Installation (ISFSI) located in the area previously occupied by SONGS Unit 1. SCE anticipates storing spent nuclear fuel and radiologically contaminated materials on-site until SONGS is decontaminated and dismantled. As of the date this MOU has been signed by all Parties, the most recently approved decommissioning cost estimate (DCE) projects that the Department of Energy (DOE) will commence picking up spent fuel from the nuclear industry in 2024, complete spent fuel removal from SONGS by 2049, on-site ISFSI demolition completed by September 2051 and final site restoration and easement termination by December 2051. The DCE is periodically updated.

B. Radiological Emergency Planning and Response

The Nuclear Regulatory Commission (NRC) approved the SONGS ISFSI Only Emergency Plan (IOEP) in November 2016. SONGS will transition from the Permanently Defueled Emergency Plan (PDEP) to the IOEP upon completion of transfer of all spent nuclear fuel from wet to dry storage.

Notwithstanding the changes in the SONGS status, the Parties agree that the Local Jurisdictions should continue assuring interagency coordination for emergency planning, training, and exercises between SCE and local government agencies during the decommissioning process and in relation to spent fuel stored on site.

There are eight primary Interjurisdictional Planning Committee (IPC) members: Counties of Orange and San Diego; the Cities of Dana Point, San Juan Capistrano and San Clemente; Camp Pendleton; California State Parks; and SCE. IPC members recognize that the decommissioning and dismantling process triggers changes in requirements from the Nuclear Regulatory Commission for emergency planning and response required for SONGS. As discussed in Section V., Cooperative Actions, IPC members intend to remain actively engaged in radiological emergency planning if there is spent nuclear fuel or radiological materials on-site at SONGS.

II. AUTHORITIES AND REFERENCES

Local government jurisdictions adhere to the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guidance (CPG) 101 in the development of their emergency planning, training, and exercises.

The California Emergency Plan and Standardize Emergency Management System puts local government as the first level of response and meeting the disaster needs of people in its jurisdiction. People will look to the local government officials for assistance.

The National Incident Management System (NIMS) provides a common, nationwide approach to enable the whole community to work together to manage all threats and hazards. Communities experience a diverse set of threats, hazards, and events. The size, frequency, complexity, and scope of these incidents vary, but all involve a range of personnel and organizations to coordinate efforts to save lives, stabilize the incident, and protect property and the environment. Every day, jurisdictions and organizations work together to share resources, integrate tactics, and act collaboratively. Whether these organizations are nearby or are supporting each other from across the country, their success depends on a common, interoperable approach to sharing resources, coordinating, and managing incidents, and communicating information. The National Incident Management System defines this comprehensive approach.

III. PARTIES

This MOU has been developed in collaboration with SCE, the counties of Orange and San Diego and the cities of Dana Point, San Clemente and San Juan Capistrano (hereinafter, the “Parties”). The counties of Orange and San Diego and the cities of San Clemente, San Juan Capistrano and Dana Point are referred to in this MOU as the “Local Jurisdictions”.

A. County of Orange and County of San Diego

Each County is authorized to provide for the planning, organization, coordination, and direction of disaster response services before, during, and after a disaster. Such authority is granted by the California Emergency

Services Act, State of California Emergency Plan, State of California Master Mutual Aid Plan, county emergency ordinances, county emergency plans, and other cooperative agreements. The purpose of effective emergency planning is to provide for the immediate protection of community members, property, and the environment within Orange County and San Diego County and provide for the repair and restoration of essential services and systems.

Officials from Orange and San Diego Counties agree that the long-term solution for spent nuclear fuel storage will be to remove all spent nuclear fuel from SONGS to a licensed offsite facility. The Board of Supervisors of the County of San Diego and the Board of Supervisors of the County of Orange reserve any rights that they may have to take action to support and facilitate the expedited removal of the spent nuclear fuel from SONGS. Furthermore, both Counties will continue to actively work with SCE to obtain priority removal of spent nuclear fuel from the SONGS site to an offsite interim storage or permanent disposal facility.

B. City of Dana Point, City of San Clemente, and City of San Juan Capistrano

These cities are within the original emergency planning zone of SONGS. The cities recognize the need to develop a common operational system that will provide a coordinated and effective multi-jurisdictional emergency response should an emergency occur at SONGS. City jurisdictions are responsible for providing continuity of effective leadership and authority, direction of emergency operations, and management of recovery within the jurisdictions.

Officials from the cities of San Clemente, Dana Point and San Juan Capistrano agree that the long-term solution for spent nuclear fuel storage will be to remove all spent nuclear fuel from SONGS to an offsite facility.

C. Southern California Edison

SCE has the primary responsibility for the management of all onsite activities, emergency response, and coordination with offsite jurisdictions as defined by the SONGS Emergency Plan. SCE will continue to support offsite radiological emergency preparedness by funding radiological emergency planning for the Local Jurisdictions outlined in this MOU.

IV. ASSOCIATE MEMBERS

Capistrano Unified School District (CUSD) will continue to act as a supporting agency to the signatory local governments and will serve as an associate member of the IPC. The CUSD is responsible for the protection and safety of all school children in their district.

Orange County Fire Authority (OCFA) and Oceanside Fire Department will continue to act as supporting agencies to the signatory local governments and will serve as associate members of the IPC. These agencies are responsible for supporting the Off-site Dose Assessment Team with radiological monitoring teams.

The Orange County Health Care Agency will continue to provide support to the Offsite Dose Assessment Center and to the Orange County Emergency Operations Center. Additionally, the Orange County Health Care Agency will play an integral role with decontamination centers, if needed.

San Diego County Department of Environmental Health will continue to act as supporting agency to the signatory local governments. The Department of Environmental Health is responsible for supporting the Offsite Dose Assessment Team. In addition, it provides a cadre of trained radiation monitors and detection equipment to support the response to a radiation incident at SONGS. A third responsibility of the Department of Environmental Health would be to staff decontamination centers, if needed.

Hazardous Incident Response Team (HIRT) is the San Diego region's hazardous materials team. All team members are trained radiological monitors and they would supplement the radiological monitoring teams provided by Oceanside Fire Department and the Department of Environmental Health.

SCE understands and agrees that the counties of Orange and San Diego may provide a portion of the money allocated under this MOU to one or all of the Associate Members referenced above, for services and/or programming the Associate Member may provide in support of cooperative emergency planning and response actions described in Section V.

V. COOPERATIVE ACTIONS

The Local Jurisdictions recognize the efforts of SCE to manage the safe decommissioning of SONGS and the Local Jurisdictions agree that the funding provided for in Section VI of this MOU will be used for the following ongoing cooperative emergency planning and response actions described in the Local Jurisdictions emergency plans and/or annexes:

A. IPC Local Government Members Operational Commitment

The Local Jurisdictions will communicate and coordinate any joint emergency planning activities through the IPC based on spent nuclear fuel in dry cask storage.

The Counties of Orange and San Diego will use the funding provided in this MOU to maintain the capabilities of their field emergency response, Emergency Operations Centers, Joint Information Systems, and accepting the responsibility for offsite emergency communications.

Local Jurisdictions will continue to support radiological emergency planning and response in a variety of ways. Local Jurisdictions and SCE recognize their obligation to the community to maintain radiological emergency preparedness and response capability throughout the decommissioning process. Public education and public information sharing will be ongoing for years. Local Jurisdictions will continue to attend public meetings and speak on behalf of their agencies and the IPC. Radiological emergency preparedness activities during decommissioning may include, but shall not be limited to the following:

Planning

- Updating the SONGS emergency plan every two years and managing radiological related activities throughout the year
- Activating IPC jurisdictions' Emergency Operations Centers in a manner consistent with each government jurisdictions emergency plans
- Reviewing and adopting integrated emergency plan and policy revisions through the IPC
- Participate in transportation planning for permanent relocation of spent fuel
- Continued planning for other hazards which pose a potential impact to SONGS
- Supporting the IPC
 - Continued development and maintenance of joint policies and procedures
- Assisting with the annual update of the SONGS Law Enforcement Response Plan
- Reviewing the SONGS Law Enforcement Quick Reference Guide on an annual basis and revise as needed

Training

- Providing on-going training for Emergency Operations Center personnel related to a radiological response at SONGS
- Training and maintaining the response capabilities of the Radiological Monitoring Teams and first responders with responsibilities to respond near the SONGS site
- Training and maintaining the response capabilities of the IPC SONGS Command Center Liaison. Response to the SONGS Command Center requires authorization of the ISFSI Emergency Director or designee.

- Maintaining dedicated and trained city and county emergency response personnel (emergency management, fire, law, public health)
- Attend training and maintain equipment related to security and local law enforcement response to a hostile action at SONGS

Drills

- Participation by Orange County, San Diego County, Camp Pendleton, and the California Office of Emergency Services (Cal OES) 24/7 warning point in SONGS drills and exercises
- Plan, coordinate, and participate in twice per year Offsite Dose Assessment Center (ODAC) and Radiation Monitoring (Radmon) Teams drills
- Emergency preparedness exercises and communications drills
 - Testing of Notification Procedures
 - Test the Decision Makers Conference Call Guide and Procedures
 - Exercising the joint information system which would be needed in any type of emergency involving SONGS, regardless of whether there is a radiological release. Scenario-based exercises for both design-basis and beyond-design basis accidents

Communications

- Maintaining Emergency Operations Center communication capability
- Maintaining redundant communication capability to notify public safety agencies as described in jurisdictions' SONGS-specific Emergency Operations Plan of an EOC activation and their requirement to respond
- Maintaining and using local government agencies' alert and notification methods to ensure ongoing capabilities of notifying community members and emergency responders of an active emergency at SONGS
- Alert and Warning
 - Emergency Notification process will require the provision of a 24/7 warning point with trained operators through the Orange County Sheriff's Department Control One
 - Control One will notify the representatives from Marine Corps Base Camp Pendleton and Capistrano Unified School District during a Notification of Unusual Event or an Alert
 - Upon receipt of email notification from SONGS of an event, Orange County Sheriff's Department Control One will notify IPC jurisdictions via telephone

- A 24/7 warning capability will be maintained by the San Diego County Office of Emergency Services staff duty officer program.
- Maintaining the capability through training to provide emergency information and public information to community members, including the use of the Emergency Alert System and the AlertOC and AlertSanDiego programs

Equipment

- Calibrating and maintaining radiological monitoring equipment owned and maintained by local government agencies
- Maintaining all additional radiological response equipment stored at a secure facility
- Purchasing supplies to support emergency operations and public information
- Maintaining SONGS incident management systems such as WebEOC
- Maintaining the AlertOC and AlertSanDiego Mass Notification Systems

Public Education

- Ongoing public education and community liaison
 - Town hall meetings, community interaction, public information management, Decision Makers Symposium
 - Ongoing support of the SONGS-related activities of Capistrano Unified School District by the County of Orange
 - Communication tailored for individuals with disabilities and access and functional needs
 - Assist in the development of educational content for SONGS public education materials
- Support to the SONGS Community Engagement Panel
- Maintaining communication with local elected officials regarding the decommissioning status of SONGS
- Engaging the community and providing public education during the decontamination and dismantling of the plant site by:
 - Providing information during public education fairs and community events
 - Updating social media and jurisdiction websites
 - Representing public safety on the Community Engagement Panel
 - Providing a whole community, balanced, and science-based risk perspective on the transportation of nuclear waste materials as decontamination and dismantling of the plant site continues

Facility

- Maintain the Orange County and San Diego County Emergency Operations Center in a 24/7 state of readiness
- Maintain the Cities of San Clemente, Dana Point, and San Juan Capistrano Emergency Operations Centers in a 24/7 state of readiness.

Response

- During a response to an emergency at SONGS, Orange County and San Diego County will notify and coordinate with their respective first responders
 - Coordination and notification for a Notification of an Unusual Event (NOUE) and Alert will include:
 - Initial notification made by Control One to all offsite emergency response organizations including but not limited to the Cities of San Clemente, San Juan Capistrano and Dana Point, County of San Diego, Orange County Fire Authority, Marine Corps Base Camp Pendleton, Capistrano Unified School District, Oceanside Fire Department, and State Parks. The Counties of Orange and San Diego will notify government responders and stakeholders such as Board of Supervisors, Health Care Agency, Public Works, County Executive Office, Department of Education, Orange County Transportation Authority, Social Services Agency, County Counsel as appropriate.

B. SCE Operational Commitment

Remain an active primary member of the Interjurisdictional Planning Committee.

SCE shall keep Local Jurisdictions apprised of progress made in identifying off-site storage locations and transitioning materials to such locations, to allow Local Jurisdictions adequate time to adjust emergency planning and response activities.

SCE will only store the nuclear waste generated by Units 1, 2, and 3 on the Independent Spent Fuel Storage Installation permitted at SONGS. SCE will not accept or store nuclear waste from other facilities.

VI. FINANCIAL SUPPORT FOR RADIOLOGICAL EMERGENCY PREPAREDNESS AND RESPONSE ACTIVITIES

A. Annual Planning Budget

The Local Jurisdictions to this MOU will prepare annual budgets identifying specific baseline activities related to radiological emergency planning. Annual budgets will be reviewed at the IPC meeting.

This MOU allows for the billing of additional costs associated with activations of IPC jurisdictions' Emergency Operations Centers during emergency events declared by SONGS.

B. Invoicing & Payments

Each Local Jurisdiction operates on a July-June fiscal year. Annual fiscal close, including reconciliation of all accounts, is typically completed by each jurisdiction by mid-August.

At the beginning of each fiscal year, and after the previous year's expenditures have been reconciled, each Local Jurisdiction will submit an invoice to SCE for the amount due that fiscal year. Any unexpended balances from the previous year shall be documented as a credit to SCE on the invoice and supported in the Local Jurisdictions annual report to SCE (section VI. D, *infra.*).

SCE will issue funds directly to Local Jurisdictions in the form of one payment within 30 days of receiving the invoice, including the credit for unexpended balances, from the Local Jurisdiction.

Any credits due because of an SCE audit (authorized by section VI. D, *infra.*) of a local government's books and records shall be credited to SCE and deducted from the next payment due.

C. Funding

SCE recognizes the need for continued onsite radiological emergency preparedness planning during the decommissioning of SONGS. SCE agrees to provide funding directly to the Local Jurisdictions that are signatories to this MOU for the Local Jurisdictions to continue to plan and prepare for radiological emergencies or a threat which requires a response from public safety agencies. SCE is committed to providing funding for these activities, as it has in the past, as more specifically stated herein.

If emergency planning payments are established by other requirements, the amounts to be paid under this MOU shall be reduced by any amounts required to be paid and shall not duplicate any such required payments.

SCE agrees to fund the Local Jurisdictions that are signatories to this MOU as follows:

2020/21 Baseline Budget

- Orange County: **\$960,171**
- San Diego County: **\$366,509**
- City of San Clemente: **\$217,924**
- City of Dana Point: **\$217,924**
- City of San Juan Capistrano: **\$217,924**

Funding Levels	
% of Baseline Budget	Fiscal Year/Duration
100%	Phase 1 ⁽¹⁾ : July 1, 2020 thru June 30, 2021
75%	Phase 2 ⁽²⁾ : July 1, 2021 thru June 30, 2022
66%	Phase 3 ⁽²⁾ : July 1, 2022 thru June 30, 2029
25%	Phase 4 ⁽²⁾ : July 1, 2029 thru June 30, 2049 ⁽³⁾
Notes:	
(1) Phase 1 Baseline Budget includes California Consumer Price Index (CCPI) of 3.4%.	
(2) Funding in phases 2, 3, and 4 is reduced from the Phase 1 baseline budget.	
The fiscal cap for each successive fiscal year will be adjusted based on the CCPI as reported for the preceding California Consumer Price Index fiscal year average. In addition, previous year(s) accumulated CCPI amounts beginning in fiscal year 2021 will carry forward in year 1 of phases 2, 3, and 4.	
(3) 2049 is the date in the Decommissioning Cost Estimate (DCE) for which all spent fuel is removed from the site. Funding will continue until all spent fuel is removed from the site.	

D. Recordkeeping, Audit and Reporting

The signatory Local Jurisdictions agree to maintain books and records documenting costs in an auditable form, and to make such books and records available for audit or review by SCE, upon request but not more than once each fiscal year.

Within sixty (60) days after the end of each fiscal year, the signatory Local Jurisdictions agree that they will provide an annual report to SCE documenting the actual costs incurred during the prior fiscal year. Such annual reports shall be similar in form and substance, as reviewed by the IPC at the outset of each fiscal year and agreed to by SCE under Section V.A.

The signatory Local Jurisdictions will provide annual reports in accordance with guidance established by SCE.

Requests for extensions for the annual report must be submitted in writing, to SCE prior to the due date. The request must include a justification for the late submittal and statement that the report will be submitted within four weeks of the due date.

E. Restrictions on the Use of the Funds from SCE

The funds that the Local Jurisdiction signatories to this MOU receive from SCE shall be used for the purpose of radiological emergency preparedness (REP) planning relating to SONGS. Expenses may include: a) Direct Costs, such as staffing, operating expenses, or equipment maintenance; b) Indirect Costs, or costs that cannot be uniquely associated with REP activities but which are nonetheless incurred by the jurisdiction due to these activities should be within reason and appropriate as indirect costs and c) Allocable prorated REP equipment costs.

F. Stand-by or Declared Emergency Budget

An issue may arise at SONGS which requires Parties to mobilize services or resources for stand-by or emergency activation. Such costs will be reimbursed separately by SCE to the Party incurring the cost.

Any amounts required to be paid to a Party(ies) under this provision shall be separate and apart from the Baseline Budget amounts defined herein and shall not be drawn against or reduced in any way the Baseline Budget amounts, adjusted by CPI, that SCE will pay such Party(ies).

VII. TERM AND TERMINATION

This amended MOU is effective as of the date signed by the Clerk of each public jurisdiction. This agreement shall remain in effect until all spent fuel has been removed from SONGS.

Upon the request of any Party, but not more than once in any twelve (12) months period, the Parties agree to review the terms of this MOU and consider requests for amendments; provided however that there shall be no right to request changes to funding as agreed to in Section VI.C except for as provided in Section VI.F.

VIII. RELATIONSHIP OF THE PARTIES

The Parties acknowledge and agree that the activities performed by any entity, its employees, agents or sub-contractors shall be under the purview of their respective entity and that nothing in this MOU shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

The reimbursement from SCE to Parties for related expenditures should not be construed as allowing any Party to influence or direct the independent decision-making and direction of individual Parties. Each Party maintains responsibility for its own actions or inaction.

IX. CONFIDENTIALITY

No Party will use, copy, adapt, alter, part with possession of or otherwise disclose any information or record of another Party which is disclosed or otherwise comes into its possession under or in relation to this MOU and which is of a confidential nature or has been identified as confidential by a Party. The Parties specifically agree to keep records confidential in accordance with applicable Federal and California State laws (California Government Code Section 6250 et seq.) upon request as contemplated by California Government Code section 6254.4 of the California Public Records Act. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained, or which the recipient obtains from some other source with good legal title to it or which is in or comes into the public domain other than through the default or negligence of the recipient or which is independently developed by or for the recipient.

X. MISCELLANEOUS

- A.** The failure of any Party to enforce its rights under this MOU at any time for any period shall not be construed as a waiver of such rights.
- B.** If any part, term, or provision of this MOU is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this MOU shall be affected.
- C.** No Party shall assign or transfer all or any part of its rights under this MOU without the express written consent of the other Party(ies). Notwithstanding the prior sentence, SCE may assign this MOU, without prior consent, to any entity that may be created or designated by SCE to act as Decommissioning Agent to oversee the Decommissioning of SONGS, provided such entity agrees to perform the obligations assumed by SCE herein.
- D.** This MOU constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior representations, writings, negotiations, or understandings regarding this matter.
- E.** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

- F.** This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, (or the County of San Diego if the dispute arises with San Diego), and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.
- G.** This MOU may be executed in counterparts, and upon execution by all Parties, each executed counterpart has the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart identical in form hereto but having attached to it one or more signature pages.

XI. CONTACTS

Each party has designated a primary contact for purposes of administering/monitoring this MOU as follows:

For SCE:

Kelli A. Gallion-Sholler
Emergency Planning Manager
Southern California Edison Company
5000 Pacific Coast Highway
San Clemente, CA 92672
(949) 533-4246

For Orange County:

Donna Boston
Director of Emergency Management
2644 Santiago Canyon Road
Silverado, CA 92676
(714) 628-7054

For San Diego County:

Jeff Toney
Director of Emergency Services
5580 Overland Ave. Suite 100
San Diego, CA 92123
(858) 565-3490

For the City of San Juan Capistrano:

Lynn Mata
Emergency Services Manager
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
(949) 443-6304

For the City of San Clemente:

Stephen Foster
Emergency Planning Coordinator
910 Calle Negocio Suite 100
San Clemente, CA 92673
(949) 361-6109

For the City of Dana Point:

Robert Sedita
Director General Services
33282 Golden Lantern
Dana Point, CA 92629
(949) 248-3535

Each party shall advise all other parties in writing when there is a change to their primary contact under this MOU. The MOU need not be amended to reflect changes in contact information. However, if during the pendency of the MOU it is amended for other reasons, the contacts information shall be updated at that time.

Signature pages follow.

Signature Page
County of Orange

County of Orange

By: _____

(Signature)

Name: Don Barnes

Title: Sheriff-Coroner

Date: _____

6/18/20

Contact information

Telephone: 714-628-7085

E-mail: OAAAdmin@OCSD.org

City/County Clerk _____

Date: _____

Southern California Edison

By: _____

(Signature)

Name: Douglas R. Bauder

Title: Vice President Decommissioning &
Chief Nuclear Officer

Date: _____

Friday, May 22, 2020

Contact information

Telephone: 949-368-9275

E-mail: doug.bauder@sce.com

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____

Date: _____

Wendy A. Phully
5/26/20

Signature Page
County of San Diego

County of San Diego

By: 
(Signature)

Name: Andrew Potter

Title: Clerk of the Board

Date: 6/11/2020

Contact information

Telephone: (619)531-5434

E-mail: Andrew.Potter@sdcounty.ca.gov

City/County Clerk _____

Date: _____

Approved as to Form and Legality

Mark Day

Southern California Edison

By: 
(Signature)

Name: Douglas R. Bauder


Vice President Decommissioning &
Title: Chief Nuclear Officer

Date: Friday, May 22, 2020

Contact information

Telephone: 949-368-9275

E-mail: doug.bauder@sce.com

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>6/2/2020</u>	Minute Order No. <u>3</u>
By: <u></u>	Date: <u>6/11/2020</u>
Deputy Clerk of the Board Supervisors	

Signature Page
City of San Clemente

City of San Clemente

By: _____

(Signature)

Name: Tom Bonigut

Title: Public Works Director/City Engineer

Date: Tuesday, June 3, 2020

Contact information

Telephone: 949-361-6187

E-mail: BonigutT@san-clemente.org

City/County Clerk

Date: June 8, 2020

Southern California Edison

By: _____

(Signature)

Name: Douglas R. Bauder

Title: Vice President Decommissioning &
Chief Nuclear Officer

Date: Friday, May 22, 2020

Contact information

Telephone: 949-368-9275

E-mail: doug.bauder@sce.com

Signature Page
City of San Juan Capistrano

City of San Juan Capistrano

By: _____

(Signature)

Name: Benjamin Siegel

Title: City Manager

Date: June 8, 2020

Contact information

Telephone: (949) 443-6315

E-mail: bsiegel@sanjuancapistrano.org

City/County Clerk

Date: June 15, 2020

Southern California Edison

By: _____

(Signature)

Name: Douglas R. Bauder

Vice President Decommissioning &
Title: Chief Nuclear Officer

Date: Friday, May 22, 2020

Contact information

Telephone: 949-368-9275

E-mail: doug.bauder@sce.com

Signature Page
City of Dana Point

City of Dana Point


By: 
(Signature)

Name: Michael Killebrew

Title: City Manager

Date: 6/4/2020

Southern California Edison

By: 
(Signature)

Name: Douglas R. Bauder

Title: Vice President Decommissioning &
Chief Nuclear Officer

Date: Friday, May 22, 2020

Contact information

Telephone: (949) 248-3500


E-mail: mkillebrew@danapoint.org

Contact information

Telephone: 949-368-9275

E-mail: doug.bauder@sce.com

City/County Clerk


Date: 6/8/20

SUBORDINATE AGREEMENT AND TRANSFER AGREEMENT
IN SUPPORT OF RADIOLOGICAL EMERGENCY PLANNING AND RESPONSE ACTIVITIES
FOR SAN ONOFRE NUCLEAR GENERATING STATION

THIS AGREEMENT is entered into this 9th day of July 2020, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority "OCFA", a (municipal corporation/special district/not-for-profit corporation), hereinafter referred to as "PARTNER AGENCY."

WHEREAS, County and Partner Agency recognize that radiological emergency planning and response activities continue to be necessary as the San Onofre Nuclear Generating Station (SONGS) moves through the decommissioning, decontamination and dismantling process;

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, has executed a Memorandum of Understanding for Support of Radiological Emergency Planning and Response, hereinafter referred to as "the MOU" (Attachment A) and incorporated herein by reference, with Southern California Edison (SCE) to address radiological emergency planning and response activities, and associated funding;

WHEREAS, the MOU documents the mutual agreement of all signatory parties to continue collaborative and cooperative management of the emergency preparedness, planning, response and recovery activities related to SONGS; and

WHEREAS, all parties wish to maintain the Interjurisdictional Planning Committee (IPC) structure as defined in the California Health and Safety Code 114650, the IPC Agreement (date xxx) and the Board of Supervisors Resolution dated xxxx.

WHEREAS, all parties wish to maintain the fiscal program structures as close to those as were previously administered through California Office of Emergency Services under the

1 Nuclear Power Preparedness Program (NPP), and will use this Subordinate Agreement to define
2 and adopt future fiscal program structures.

3 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

4 1. COUNTY shall maintain and administer the MOU between SCE and County. In
5 negotiating terms and conditions, COUNTY will demonstrate best efforts to ensure the interests
6 of Parties to the Subordinate Agreements.
7

8 2. COUNTY will provide each PARTNER AGENCY a projected budget allocation on an
9 annual basis to be expended to achieve the intent of the MOU between SCE and the County.

10 3. PARTNER AGENCY will prepare and submit to the COUNTY a budget, not to exceed
11 the amount described above, on an annual basis detailing the personnel, training, supplies, and
12 equipment costs anticipated to be incurred under this Subordinate Agreement.
13

14 4. PARTNER AGENCY will submit to the COUNTY an invoice with supporting
15 documentation on at least an annual basis for expenditures covered by this Agreement;

16 5. If the budgeted amount is exceeded by the PARTNER AGENCY, the COUNTY will
17 determine if there are any remaining funds from the SCE allocation which can be re-budgeted
18 to pay the excess amount, although no guarantee of such payment is made under this
19 Agreement.
20

21 6. COUNTY shall transfer SCE funds to PARTNER AGENCY upon receipt and approval
22 of invoice and supporting documentation.

23 7. PARTNER AGENCY shall assume all continuation costs of equipment, technologies
24 and/or services to include but not limited to upgrades, licenses and renewals of said equipment,
25 technologies and/or services.

26 8. If equipment acquired with SCE funds becomes obsolete or unusable, PARTNER
27 AGENCY shall notify COUNTY of such condition. PARTNER AGENCY shall transfer or dispose
28 of SCE-funded equipment in accordance with its policies and procedures.

1 9. PARTNER AGENCY agrees to indemnify, defend and save harmless COUNTY and
2 their elected and appointed officials, officers, agents and employees from any and all claims and
3 losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other
4 person, firm or corporation furnishing or supplying work services, materials or supplies in
5 connection with PARTNER AGENCY's use of equipment, technology or services purchased with
6 SCE funds and PARTNER AGENCY's performance of this Agreement and from any and all
7 claims and losses accruing or resulting to any person, firm, or corporation who may be injured
8 or damaged by PARTNER AGENCY in PARTNER AGENCY's use of SCE-funded equipment,
9 technology or services.
10

11 10. No alteration or variation of the terms of this Agreement shall be valid unless made in
12 writing and signed by duly authorized representatives of the parties hereto, and no oral
13 understanding or agreement not incorporated herein shall be binding on any of the parties
14 hereto.
15

16 11. PARTNER AGENCY may not assign this Agreement in whole or in part without the
17 express written consent of COUNTY.

18 12. For a period of three years after final payment hereunder or until all claims related to
19 this Agreement are finally settled, whichever is later, PARTNER AGENCY shall preserve and
20 maintain all documents, papers and records relevant to the work performed or property or
21 equipment acquired in accordance with this Agreement. For the same time period, PARTNER
22 AGENCY shall make said documents, papers and records available to COUNTY and SCE or
23 their duly authorized representative(s), for examination, copying, or mechanical reproduction on
24 or off the premises of PARTNER AGENCY, upon request during usual working hours.
25

26 13. COUNTY may terminate this Agreement and be relieved of the payment of any
27 consideration to PARTNER AGENCY if COUNTY loses funding under the SCE MOU.
28

14. PARTNER AGENCY and its agents and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered officers, agents or employees of COUNTY or SCE

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange, State of California.

DATED: July 22, 2020

COUNTY OF ORANGE, a political subdivision of the State of California

By



Donna Boston, Director Orange County

Sheriff's Department

"COUNTY"

APPROVED AS TO FORM:

COUNTY COUNSEL

By Wendy Phillips

Wendy Phillips, Deputy

DATED: 5/26, ~~2015~~ 2020

DATED: 7/9/2020

PARTNER AGENCY

By:



Brian Fennessy, Fire Chief
Orange County Fire Authority

1
2
3
4 ATTEST:

5 By Maria D. Huizar
6 Maria D. Huizar, CMC
7 Clerk of the Authority
8

9 DATED: July 9, 2020
10
11

12
13 APPROVED AS TO FORM:

14 WOODRUFF, SPRADLIN & SMART, APC
15

16 By David E. Kendig
17 David E. Kendig,
18 General Counsel
19
20
21
22
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25
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28

From: [Anderson, Michelle L](#)
To: [Wu, Penny](#); [Choung, Eun](#)
Cc: [Harriman, Janell B](#); [McArthur, Kevin P](#); [Kaser, Lee R](#); [Vega, Jose Antonio](#)
Subject: FY23/24 SONGS Budget Reduction
Date: Tuesday, August 15, 2023 3:24:17 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Good afternoon,

We are reaching out regarding the FY23/24 budget allocation for your agency related to SONGS-specific preparedness activities. For the upcoming fiscal year, we have allocated \$40,000 for your agency. Please let us know if you have any questions; Janell's contact information is below.

Janell Harriman
Senior Emergency Management Program Coordinator
Emergency Management Division
Orange County Sheriff's Department
jharriman@ocsheriff.gov
714-628-7052

Background:

The Memorandum of Understanding with Southern California Edison has been an integral part of our yearly budget cycle and continues to fund our emergency planning, training, equipment, and technology efforts. Each of our agencies has had a SONGS budget to assist with our efforts to plan for an emergency at the San Onofre site. As you are all aware, the amended SONGS MOU funding was built on budget reduction based on decommissioning milestones and due to the reduced risk at the site. In FY 22/23 we saw a continued reduction in funding to 66%. The reduced rate of 66% will remain in place until approximately June 30, 2029. Starting with FY 29/30, we will see the last of the reduced rates down to just 25% which will last until June 30, 2049 (this is dependent on the removal of all spent fuel from the site. If spent fuel removal is not completed by 2049, funding will continue until all fuel has been removed.) As we see a reduction in the overall SONGS funding, we will assess budget allocations for all agencies.

Thank you,

Michelle Anderson, CEM
County and Operational Area Emergency Manager
Director, Emergency Management Division
Orange County Sheriff's Department
2644 Santiago Canyon Road
Silverado, California 92676
Office: 714-628-7158
manderson@ocsheriff.gov



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Orange County Fire Authority **AGENDA STAFF REPORT**

**Board of Directors Meeting
April 25, 2024**

**Agenda Item No. 3A
Discussion Calendar**

Approval of Side Letter Agreement to Memorandum of Understanding Orange County Professional Firefighters Association

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief
Human Resources Department

stephanieholloman@ocfa.org

714.573.6353

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Summary

This item is submitted for approval of a Side Letter Agreement (SLA) to the 2023-2027 Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Professional Firefighters Association (OCPFA).

Prior Board/Committee Action

Closed session discussions were completed with the Board of Directors during the months of January, February, and March 2024.

RECOMMENDED ACTION(S)

1. Approve and authorize staff to execute the proposed Side Letter Agreement to the 2023-2027 MOU between the Orange County Fire Authority and the Orange County Professional Firefighters Association.
2. Approve the establishment of the new classification for Handcrew Squad Boss and authorize the reclassification on the Master Position Control List of four Fire Apparatus Engineer positions to four Handcrew Squad Boss positions.
3. Approve the establishment of the new classification for Handcrew Assistant Superintendent, and authorize the reclassification on the Master Position Control List of four Fire Captain positions to four Handcrew Assistant Superintendent positions.
4. Approve the salary ranges for the positions of Handcrew Squad Boss, Handcrew Assistant Superintendent, Fire Pilot, and Chief Fire Pilot, as detailed in the Updates to Salary Table for Firefighter Bargaining Unit, effective May 3, 2024.

Impact to Cities/County

Recognition of the importance to maintain and improve the specialty skills identified in this SLA is beneficial to the Special Operations services provided to our member cities and county.

Fiscal Impact

Increased Cost Funded by Structural Fire Fund (<i>per year</i>):	\$1.1M
Increased Cost Funded by Cash Contract Cities (<i>per year</i>):	\$0

Background

The Meyers-Milias-Brown Act provides for recognized employee organizations to meet with employers and represent public employees through the meet and confer process in matters relating

to hours, wages and working conditions. Once agreement is reached, both parties jointly prepare a written MOU, which is presented to the governing body for approval. During the term of the MOU, changes approved by both parties may be memorialized through a Side Letter Agreement detailing those MOU terms, which are being modified, or other terms of agreement.

The OCPFA, Local 3631, has requested consideration of a variety of modifications relating to position classification, salary ranges, and bonus pays applicable to Air Operations, Wildland, and Specialty programs. A summary of the terms included in the proposed SLA include:

- **EMT Pay:** Effective May 3, 2024, the current EMT bonus pay for Handcrew Firefighters will change from 9% of base salary to 9% of top-step firefighter salary.
- **New Class Specifications:** Effective May 3, 2024, the existing “special assignment” positions of Squad Boss and Assistant Superintendent for OCFA’s Handcrew Program will transition to stand-alone job classifications of Squad Boss and Assistant Superintendent.
- **Hazard Pay:** Effective May 3, 2024, a new hazard pay of 10% of base salary will be provided for Heavy Fire Equipment Officers (HFEOs) and Swampers (i.e., Handcrew Firefighters assigned to work as Swampers).
- **Salary Ranges:** Effective May 3, 2024, salary ranges will be increased for the classifications of Fire Pilots and Chief Fire Pilots.
- **Specialty Pays:** Effective June 28, 2024, an additional tier of specialty pay, at a level of 10% of base salary, will be implemented upon achievement of specified training requirements for each specialty. In addition, current training requirements for the existing specialty pay tier of 7.5% is updated. The level of pay (either 7.5% or 10%) depends upon which training threshold is achieved; however, these two specialty pay tiers will not stack upon each other.
- **Paramedic Incentive Pay:** Effective March 21, 2025, the Paramedic Incentive Pay that is already included in the MOU for Fire Apparatus Engineers (FAEs) who are working in non-specialty basic-life-support positions will be extended to also apply to FAEs working in specialty positions.

Attachment(s)

Proposed Side Letter Agreement, which includes:

- Attachment 1 – Justification Letter from OCPFA, Local 3631 President Chris Hamm
- Attachment 2 – Class Specification – Handcrew Squad Boss
- Attachment 3 – Class Specification – Handcrew Assistant Superintendent
- Attachment 4 – Updates to Salary Table for Firefighter Bargaining Unit, May 3, 2024

(Note: The Side Letter Agreement and Attachments have been posted on OCFA’s website in compliance with the Board’s seven day posting requirement for labor documents and is also on file in the Office of the Clerk.)

**SIDE LETTER OF AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF-LOCAL 3631 FOR THE FIREFIGHTER UNIT**

This Side Letter of Agreement (“Agreement”) between the Orange County Fire Authority (“Authority”) and the Orange County Professional Firefighters Association, IAFF-Local 3631 (“Association”), (collectively “Parties”) is entered into with respect to the following:

WHEREAS, the Parties are subject to a Memorandum of Understanding (“MOU”) in effect for the period of March 23, 2023 through March 22, 2027; and

WHEREAS, Local 3631 has made proposals for specialty position pay enhancements in the midst of the current MOU term and in considering the proposals, the OCFA Board of Directors has relied upon (1) the Justification Letter that was submitted by Local 3631 President Chris Hamm (Attachment 1), and (2) the importance of the pay adjustments for the identified specialty skills as its reason for being willing to consider the proposals at this time; and

WHEREAS, the Parties agree to address the Local 3631 proposals by establishing new class specifications detailed herein, increasing certain salary ranges as specified herein, and modifying Article XXIV (Compensation), Section 2 (Specialty Pay) of the MOU as can be seen by the track changes to the parties’ current MOU set forth below.

1. New Class Specifications – Squad Boss & Assistant Superintendent

- A. The parties agree to establish new class specifications, effective May 3, 2024, as follows:
- Hand Crew Squad Boss: The job of Squad Boss will transition from a special assignment to a stand-alone classification (Attachment 2), with a salary range equal to the FAE salary range (Attachment 4).
 - Hand Crew Assistant Superintendent: The job of Assistant Superintendent will transition from a special assignment to a stand-alone classification (Attachment 3), with a salary range equal to the FC salary range (Attachment 4).
- B. Transition from special assignments to these two new stand-alone classifications will be completed by first offering the new classification positions to incumbents currently filling the special assignments, and thereafter, any vacancies will be filled through an internal recruitment and selection process, open for applications from the ranks of FF, FAE, or FC.
- C. Squad Boss and Assistant Superintendent classifications will remain eligible for Staff Assignment Pay (SAP) and Staff Incentive Pay (SIP), as already provided in Article XXIV, Section 2.I.3.b.1.
- D. In implementing these classifications, it will be beneficial to allow the Squad Boss, Assistant Superintendent, and Superintendent the ability to work backfill in the classifications of FF, FAE or FC; therefore, the parties agree to modify Article IV of the

MOU, with addition of a new Section 10 to this Article, as can be seen by the tracked changes detailed below.

2. Increase Salary Ranges – Fire Pilot & Chief Fire Pilot

A. The parties agree to increase salary ranges, effective May 3, 2024, as follows:

- Fire Pilot: The salary range will be increased to that of the existing Chief Fire Pilot salary range (Attachment 4).
- Chief Fire Pilot: The salary range will be increased by 18.5% (Attachment 4).

3. Modify Article XXIV of the MOU

A. The parties agree to modify Article XXIV, Section 2 of the MOU as can be seen by the tracked changes to the specified subsections detailed below. All amendments to specialty pays detailed below are effective in the pay period that includes July 1, 2024 (June 28, 2024, pay period 15), with the exception of:

- i. Amendments in Section 2.J.2 – EMT Pay for Handcrew Firefighters is effective May 3, 2024.
- ii. Amendments in Section 2.N – Hazardous Duty Pay for Heavy Fire Equipment Officers and Swampers (i.e., Handcrew Firefighters working as Swampers) is effective May 3, 2024.
- iii. Amendments in Section K – Fire Apparatus Engineer Paramedic Incentive Pay (PMI) is effective March 21, 2025.

B. Grandfather Clause: All personnel currently assigned to the specialty programs under the qualifications that existed prior to the amendments detailed herein will continue to be considered qualified specialty program personnel and will not experience a loss of bonus pay due to amendments to the MOU in this Side Letter Agreement.

ARTICLE III

EMPLOYEE PROVISIONS

Section 10. Ability to Work Backfill in Previously Held Classifications

A. Employees filling the positions of Squad Boss, Assistant Superintendent, and Superintendent who were previously assigned to an OCFA Firefighter Unit position are allowed to voluntary backfill Firefighter Unit classifications such as FF, FAE, and FC as long as they previously held that position and the required qualifications/certifications for the needed backfill classification are maintained by the employee.

1. Squad Boss, Assistant Superintendent and Superintendent are regularly compensated at a staff rate of pay based on a 40-hour work week, which is a higher hourly rate than the shift suppression rate of pay that is based on a 56-hour work week. Any overtime worked by a Squad Boss, Assistant Superintendent, and Superintendent in a shift capacity as an FF, FAE, or FC as backfill for the regular shifts of employees in these classifications will be compensated by factoring the hours with a shift conversion of 1.4 to appropriately convert the compensation earned to a shift rate of compensation.
2. Suppression employees who have the required Squad Boss, Assistant Superintendent, or Superintendent qualifications by having the required qualifications/certifications for the classification and have been approved to work in the capacity, may fill overtime positions as Squad Boss, Assistant Superintendent, and Superintendent and would be compensated by factoring the hours with a staff conversion factor of 1.4 to appropriately convert the compensation earned to a staff rate of compensation.
3. If applicable, Squad Boss, Assistant Superintendent, and Superintendent will be eligible for any bonus pay associated with the position in which they are working the overtime.
4. Squad Boss, Assistant Superintendent, and Superintendent will not use the Staffing System auto-hiring for FF, FAE and FC positions. Since Squad Boss, Assistant Superintendent, and Superintendent are considered staff employees, they are not subject to being forced to work through the normal Staffing System hiring process. It is the responsibility of the Squad Boss, Assistant Superintendent and Superintendent to work with their respective Manpower Coordinator to volunteer for overtime.

ARTICLE XXIV

Section 2. Specialty Pay

Employees in specialty positions detailed in this Specialty Pay Section 2, with bonus pays specified as “Technician Level – 7.5% of base salary” or “Specialist Level – 10% of base salary” will receive only one of these two levels of pay depending upon the eligibility criteria, but not both. There shall be no stacking of the 7.5% Technician Level along with the 10% Specialist Level of bonus pays.

F. Aircraft Rescue Firefighting Incentive (ARFFI) Pay

The conditions and application of the ARFFI Pay are as follows:

1. To be eligible to receive ARFFI pay, employees must be designated as qualified by the Authority. Qualified is defined as having successfully completed and/or current certification in the following areas:

a. All personnel

- Federal Aviation Administration (FAA) requirements for ARFF training (§139.319 – Aircraft Rescue and Firefighting: Operational Requirements) as documented by completion of the OCFA ARFF Task Book.
- ARFF 40 Hour Basic Course – certification equivalent to the International Fire Service Accreditation Congress (IFSAC) standard.
- Mobile Crane Operator – certification equivalent to the National Commission for the Certification of Crane Operators (NCCCO) standard for all OSHA requirements.
- Rigger (Level 1) – certification equivalent to the National Commission for the Certification of Crane Operators (NCCCO) standard for all OSHA requirements.
- Qualify for Security Identification Display Area (SIDA) credentials per the Transportation Security Administration requirements.

b. Technician Level – seven and five-tenths percent (7.5%) of base salary: In addition to the requirements listed in paragraph 2.F.1.a for all personnel, the following requirements apply for each rank:

i. Firefighter:

1. Complete the annual ARFF Firefighter task book

ii. Fire Apparatus Engineer:

1. Complete the annual ARFF Fire Apparatus Engineer task book
2. Complete the Strategies and Tactics ARFF Vehicle Operator Certification (EVOC-24)

iii. Fire Captain:

1. Complete the annual ARFF Fire Captain task book
2. Complete the Safety Officer Course approved by ARFF program manager
3. Complete the Advanced ARFF Certification (to be completed within one year of other qualifications listed above)

c. Specialist Level – ten percent (10%) of base salary: In addition to the requirements listed in paragraph 2.F.1.a for all personnel, and 2.F.1.b per rank for the Technician Level of pay, the following requirements apply for each rank to be eligible for the higher Specialist Level of pay:

i. Firefighter:

1. Complete the Advanced Refueler course

ii. Fire Apparatus Engineer:

1. Complete the ARFF High Reach Extendable Turret (HRET) course

iii. Fire Captain:

1. Complete the AARF Command & Control or ARFF Officer course approved by ARFF program manager

Fire Apparatus Engineer

- ~~• Strategies and Tactics ARFF Vehicle Operator Certification (EVOC-24).~~

Captain

- ~~• Advanced ARFF Certification (to be completed within one year of other qualifications listed above).~~

b.d. Training will be provided at the expense of the Authority and John Wayne Airport (JWA).

2. Personnel accepted into the ARFF program prior to January 1, 2017 are not required to meet the Mobile Crane Operator or Rigger qualifications ("grandfather clause"). However, if they choose to not maintain those qualifications, their ARFFI pay will be reduced by two and five-tenths percent (2.5%).
3. Qualified and current ARFF program personnel whether full-time or part-time, may Voluntary Transfer (VT) or Voluntary Transfer – Temporary (VTT) to a vacant ARFF unit per normal seniority-based transfer procedures.
4. An interview process will be required for all positions prior to voluntary transfer (VT) to an ARFF unit by non-qualified ARFF personnel if no qualified personnel bid the position. The interview panel will be made up of one (1) OCFA subject matter expert and one (1) outside agency subject matter expert each selected by the ARFF Program Manager, one (1) JWA

representative selected by the JWA Deputy Director – Operations and one (1) OCPFA representative.

5. As a significant amount of time and JWA funding is necessary to become ARFF qualified, non-qualified personnel seeking a Voluntary Transfer – Temporary (VTT) will be at the discretion of the ARFF Program Manager and the JWA Deputy Director – Operations.
6. Prior to occupying the position, Fire Captains, Fire Apparatus Engineers, and Firefighters transferring to an ARFF unit must be qualified as stated above. Employees transferring to an ARFF unit who have not completed the minimum training will be administratively assigned (AA) to another position until the minimum training requirements are met. If personnel are unable to complete the minimum training requirements despite having been provided opportunities to do so within six (6) months, at the discretion of the Operations Section Chief, the position will return to being biddable.
7. Per FAA regulations, all qualified personnel assigned to an ARFF position must maintain minimum qualifications on an annual basis. Employees assigned to an ARFF unit who have not maintained the minimum qualifications will be administratively assigned (AA) to another position until the minimum requirements are met. Employees not current on qualifications will be assigned to attend the next available and appropriate courses necessary to remain qualified, at the OCFA's expense.
8. Employees who transfer to a designated ARFF position must successfully maintain all minimum qualifications as stated above. Any employee who fails to maintain any qualification, except in the case of medical or other extenuating circumstances, after being afforded an opportunity to remain qualified, will be removed from the ARFF program and will forfeit their ARFF position. Personnel will subsequently be administratively assigned to an open position. Prior to employees being removed from their post position, the ARFF Program Manager will evaluate each situation on a case-by-case basis.
9. ARFF personnel shall participate in all skill sets as identified in the Federal Aviation Administration (FAA) requirements for ARFF training (§139.319 – Aircraft Rescue and Firefighting: Operational Requirements), NFPA 403: Standard for Aircraft Rescue Firefighting Services at Airports and the National Commission for the Certification of Crane Operators (NCCCO). ARFF personnel shall also remain current by practicing the necessary skill set on a regular basis. Part-time ARFF personnel not able to practice the ARFF skills set through back-fill and/or shift trade opportunities shall be afforded up to six (6) hours of overtime per quarter to train with on-duty personnel.
- ~~10. Employees regularly assigned (having a POST or Administratively Assigned) to a position on a designated ARFF unit will be compensated seven and five tenths (7.5%) percent of their base salary per month, prorated on an hourly basis or 5% if they are not crane certified.~~

- ~~11.10.~~ Employees temporarily moved, by management, from their regular assignment (POST or Administrative) on a designated ARFF unit will maintain the ARFFI pay. Employees regularly assigned (having a POST or Administratively Assigned) to a position on a designated ARFF unit will not receive the ARFFI for backfill shifts worked at non-ARFF positions.
- ~~12.11.~~ Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift on an ARFF unit, shall receive ARFFI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
- ~~13.12.~~ ARFFI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to an ARFF unit.
- ~~14.13.~~ A list of fully qualified part-time ARFF members for all ranks will be established to support staffing needs. An interview process will be required to select the qualified part-time ARFF members. The interview panel will be made up of one (1) OCFA subject matter expert and one (1) outside agency subject matter expert each selected by the ARFF Program Manager, one (1) JWA representative selected by the JWA Deputy Director – Operations and one (1) OCPFA representative.
- ~~15.14.~~ Personnel assigned to an ARFF unit and qualified part-time ARFF members will be issued individual personal protective equipment (PPE).

H. Urban Search and Rescue (USAR) Pay

1. Urban search and rescue positions at Fire Station 54 must be designated as qualified by the Authority. Qualified is defined as having successfully completed and/or current certification in the following areas:
 - a. Technician Level – seven and five-tenths percent (7.5%) of base salary:
 - i. Completion of IS-100, IS-200, IS-700, and IS-800
 - ii. Completion of IATA: Dangerous Goods Regulations – Shippers & Packers Course
 - iii. Completion of Class A Driver's License and UTV Training for Firefighter and Fire Apparatus Engineers. The OCFA shall provide the necessary training, as well as provide the required physical examination and pay for the related costs necessary to acquire the Class A license
 - iv. After the employee transfers into the USAR post positions (Station 54) they are required to successfully complete the required state certification courses at the OCFA's expense, including Confined Space Awareness, Rescue Systems 1, and Trench Rescue
 - v. Employees who transfer into designated USAR positions (Station 54) and who have not completed the minimum training will be

assigned to attend the next available and appropriate classes as noted above, at the OCFA's expense, within one year of transfer to a post position

- vi. Employees who attend the USAR classes noted at OCFA's expense must successfully complete such courses. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses and will forfeit their USAR position and will be administratively assigned to an open position. Prior to employees being removed from their post position the program manager will evaluate on a case-by-case basis

b. Specialist Level – ten percent (10%) of base salary: In addition to the requirements listed in paragraph 2.H.1.a for the Technician Level of pay, the following requirements apply to be eligible for the higher Specialist Level of pay:

- i. Completion of AFMAN 24-604, Preparing Hazardous Materials for Military Air Shipments
- ii. Completion of Structural Collapse Awareness Course
- iii. Completion of OSHA Approved Forklift Certification, approved by program manager

2. Non-paramedic urban search and rescue positions at Fire Station 54 will receive pay commensurate with their respective qualifications as specified in paragraph 2.H.1.a or 2.H.1.b. ~~of seven and one-half percent (7.5%) of their base salary per month, prorated on an hourly basis.~~

4.3. The Firefighter/Paramedic positions assigned to urban search and rescue at Fire Station 54 must meet the training/certification requirements specified in paragraph 2.H.1.a, and —in addition to their paramedic pay— will receive pay of two and one-half percent (2.5%) of their base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover a designated USAR position, due to the absence of the regularly assigned employee, shall also receive USAR pay on a prorated basis for that overtime shift or portion thereof.

2.4. USAR qualified employees who are occasionally assigned to cover a designated USAR position due to the absence of a regularly assigned employee shall receive USAR pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated USAR position.

3.5. USAR pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

4.6. OCFA will provide additional training, at the OCFA's expense, as necessary for the positions associated with Station 54 and the management of the logistics functions of the USAR team.

- ~~5. Employees assigned to USAR Post Positions at Station 54: The following additional requirements enumerated in Section 2.H.4. were originally established by Side Letter as applicable effective November 23, 2015 to all employees transferring into USAR Post Positions at Station 54, without referencing application to employees who were already assigned to USAR Post Positions at Station 54 prior to November 23, 2015. Effective September 3, 2019, the following requirements in Section 2.H.4 shall apply to all employees assigned to USAR Post Positions at Station 54 in order to be eligible for the USAR Pay described above in Section 2H.1 through 2.H.3, regardless of whether they transferred before or after November 23, 2015.~~
- ~~a. After the employee transfers into the USAR post positions (Station 54) they are required to successfully complete the required state certification courses at the OCFA's expense, including Confined Space Awareness, Rescue Systems 1, and Trench Rescue.~~
 - ~~b. Employees who transfer into designated USAR positions (Station 54) and who have not completed the minimum training will be assigned to attend the next available and appropriate classes as noted above, at the OCFA's expense, within one year of transfer to a post position.~~
 - ~~c. Employees who attend the USAR classes noted at OCFA's expense must successfully complete such courses. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses and will forfeit their USAR position and will be administratively assigned to an open position. Prior to employees being removed from their post position the program manager will evaluate on a case-by-case basis.~~
 - ~~d. All employees permanently assigned to Station 54 are required to obtain and maintain a Class A driver's license and OCFA Code 3 Authorization within 6 months from date of assignment. Once employees obtain a valid Class A driver's license, they will be eligible to receive the USAR Pay as outlined in Section 2.H.1 through 2.H.3.~~
 - ~~e. Employees who are unable to successfully obtain their Class A driver's license in the 6-month timeframe will forfeit their USAR position. They will be administratively assigned to an open position not requiring a Class A driver's license. Prior to employee being removed from their post position the program manager will evaluate on a case-by-case basis.~~
 - ~~f. The OCFA shall provide the necessary training, as well as provide the required physical examination and pay for the related costs necessary to acquire this license.~~

~~g. OCFA will provide additional training, at the OCFA's expense, as necessary for the positions associated with Station 54 and the management of the logistics functions of the USAR team.~~

J. Emergency Medical Technician (EMT) Pay

1. Employees, other than Firefighter Trainees and Handcrew Firefighters, who maintain an active State of California EMT certification will receive, in addition to their regular salary, nine (9%) percent of each employee's base salary per month, prorated on an hourly basis for regular hours paid. Probationary employees who are hired into the OCFA Firefighter Academy as laterals (i.e., employees who are not Firefighter Trainees, but instead are employees with prior Firefighter experience from another agency) do receive this pay while in the Firefighter Academy.
- ~~1.2. Handcrew Firefighters who maintain an active State of California EMT certification will receive, in addition to their regular salary, nine (9%) percent of top step (Step 12) Firefighter salary per month, prorated on an hourly basis for regular hours paid.~~
- ~~2.3. EMT pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.~~
- ~~3.4. The Authority will provide recertification opportunities for all members of the Firefighter Unit.~~
- ~~4.5. EMT pay is not applied to overtime/backfill hours, unless applicable by law.~~

K. Fire Apparatus Engineer Paramedic Incentive Pay (PMI)

1. Employees in the Fire Apparatus Engineer classification who possess and maintain a current Orange County Paramedic Certification and agree to perform paramedic duties when required shall receive a partial paramedic incentive pay in the amount of \$500 per month. Effective March 21, 2025 (pay period 8), this amount will increase to seven and one half percent (7.5%) of the employee's base salary.
2. The partial paramedic incentive pay shall apply only to the Fire Apparatus Engineer classification and will not be used in the calculation of promotional salary adjustments.
3. The partial paramedic incentive pay shall not be prorated to apply to any overtime shifts worked in a non-paramedic position. Overtime shifts worked in a paramedic position will be compensated in accordance with this Agreement.
- ~~4. The partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who receive Hazardous Materials Pay;~~

~~Aircraft Rescue Firefighting Pay, Urban Search and Rescue Pay or Staff Assignment Pay.~~

~~5.4.~~ The partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who are assigned to a full-time Fire Apparatus Engineer-Paramedic post position.

~~6.5.~~ The partial paramedic incentive pay shall apply to all employees currently in the classification of Fire Apparatus Engineer who qualify in accordance with this Section.

~~7.6.~~ The partial paramedic incentive pay shall only apply to those personnel who had been assigned as paramedics immediately prior to promotion to Fire Apparatus Engineer.

L. Technical Rescue Truck Incentive (TRTI) Pay

1. To be eligible to receive the TRTI pay, employees must be designated as qualified by the OCFA. Qualified is defined as having successfully completed and current certification in the following courses:

a. Technician Level – seven and five-tenths percent (7.5%) of base salary:

- i. Low Angle Rope Rescue Operations (LARRO)* or Rope Rescue Awareness/Operations
- ii. Rescue Systems 1 (RS1) or Structure Collapse Specialist 1
- iii. Confined Space Rescue with NFPA 1006 or Confined Space Technician
- iv. Trench Rescue with NFPA 1006 or Trench Rescue Technician
- v. Swift Water Rescue with NFPA 1006 or River/Flood Rescue Technician

b. Specialist Level – ten percent (10%) of base salary: In addition to the requirements listed in paragraph 2.L.1.a for the Technician Level of pay, the following requirements apply to be eligible for the higher Specialist Level of pay:

- i. Rescue Systems 2 & 3 or CSFM Structure Collapse Specialist 2 of SCS (FEMA) or SCT (FEMA)
- ii. Rope Rescue Technician
- iii. River/Flood Rescue Boat Technician or Boat Operations with NFPA 1006
- iv. Tri-Annual Moving Water/Boat Recertification
 - i. Annual Swim Test

c. Training will be provided at the OCFA's expense.

~~* RS1 certification prior to 2010 and/or an OCFA LARRO equivalency training course will be honored.~~

2. Daily minimum staffing on the four specified units will be four (4) qualified personnel consisting of one (1) fire captain, one (1) fire apparatus engineer and two (2) firefighters.
3. An interview process will be required for the fire captain position prior to voluntary transfer to Heavy Rescue 6, Truck 32, 56 or 61 (note that the four specified unit numbers may change without requiring a change to the unit designations within this Section 2.L of the MOU, during the pendency of the MOU). The interview panel will be made up of one (1) OCFA subject matter experts selected by the Urban Search and Rescue Program Manager, one (1) outside agency subject matter expert selected by the Urban Search and Rescue Program Manager, and one (1) OCPFA representative.
4. Prior to occupying the position, fire captains, fire apparatus engineers, and firefighters transferring to Heavy Rescue 6 must be qualified as stated above. Employees transferring to Heavy Rescue 6 who have not completed the minimum training will be administratively assigned (AA) to another position until the minimum training requirements are met.
5. Prior to occupying the position, fire captains transferring to Trucks 32, 56 and 61 must be qualified as stated above. Fire captains transferring to Trucks 32, 56 or 61 who have not completed the minimum training as stated above will be administratively assigned (AA) to another position until minimum training requirements are met.
6. Fire apparatus engineers and firefighters, transferring to Trucks 32, 56 and 61 may be permitted to transfer prior to being qualified, as stated above, provided that minimum staffing levels are maintained as described above (number 3). Fire apparatus engineers and firefighters transferring to Truck, 32, 56 or 61 who have not completed the minimum training as stated above may be administratively assigned (AA) to another position until minimum training requirements are met. Employees must be designated as qualified by the OCFA to be eligible to receive the TRTI pay (number 1).
7. Within one (1) year of transfer to a post position, employees who transfer to a TRTI pay position (Heavy Rescue 6, and Trucks 32, 56 and 61) and who have not successfully completed the minimum training will be assigned to attend the next available and appropriate courses listed in number one (1) above, at the OCFA's expense. Prior to employees being removed from their post position the Program Manager will evaluate on a case-by-case basis.
8. Employees who transfer to a designated Technical Rescue Truck position (Heavy Rescue 6, and Trucks 32, 56 and 61) must successfully complete all minimum training courses as stated above. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses, will forfeit their Technical Rescue Truck position and will be administratively assigned to an open position. Prior to employees being removed from their post position the Program Manager will evaluate on a case-by-case basis.

9. Employees regularly assigned (having a post position or Administratively Assigned) to a position on a designated Technical Rescue Truck (Trucks 32, 56 and 61) or Heavy Rescue 6 will be compensated seven and five--tenths (7.5) percent of their base salary per month, prorated on an hourly basis.
10. Employees temporarily moved, by management, from their regular assignment (post position or Administrative) on a designated Technical Rescue Truck will maintain the TRTI pay. Employees regularly assigned (having a post position or Administratively Assigned) to a position on a designated Technical Rescue Truck will not receive the TRTI for backfill shifts worked at non-Technical Rescue Truck positions.
11. Technical Rescue Truck personnel will participate in all skill sets as identified in NFPA 1006 and NFPA 1670 and train to a technician level. It is desired that employees who transfer to a designated Technical Rescue Truck position (Heavy Rescue 6, and Trucks 32, 56 and 61) successfully complete the Rescue Systems 2 training course within one (1) year of occupying the position.
12. Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift on a Technical Rescue Truck, shall receive TRTI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
13. Qualified employees who are assigned a backfill shift on an OCFA Swiftwater Unit (SW6, 32, 56 and 61), shall receive TRTI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
14. TRTI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to a Technical Rescue Truck.
15. A list of fully qualified part-time Technical Rescue Truck members will be established to support staffing needs. An interview process will be required to select the qualified part-time Technical Rescue Truck members. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Urban Search and Rescue Program Manager, one (1) outside agency subject matter expert selected by the Urban Search and Rescue Program Manager, and one (1) OCPFA representative.
16. Personnel assigned to a Technical Rescue Truck and qualified part-time Technical Rescue Truck members will be issued individual technical rescue and water rescue PPE.

N. Hazardous Duty Pay

1. Arson Investigators

- a. Arson Investigators working a 56-hour average workweek (shift Investigators) will receive Hazardous Duty Pay of seven and one-half percent (7.5%) of base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover another Arson Investigator position, due to the absence of the regularly assigned employee, shall also receive the Hazardous Duty Pay on a prorated basis for that overtime shift or portion thereof.
- b. In lieu of the 7.5% Hazardous Duty Pay, Arson Investigators working a 40-hour workweek (staff Investigators) will continue to receive the applicable staff assignment pay (i.e., 7.5% SAP and the 10% SIP).
- c. Qualified employees who are occasionally assigned to cover a designated Arson Investigator position due to the absence of a regularly assigned employee shall receive Hazardous Duty Pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated position.
- d. Hazardous Duty Pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

2. Heavy Fire Equipment Operators and Swampers (i.e., Handcrew Firefighters working as Swampers)

- a. Full-time permanent employees assigned to the classification of Heavy Fire Equipment Operators (HFEOs) will receive Hazardous Duty Pay of ten percent (10%) of base salary per month, prorated on an hourly basis.
- b. In lieu of the 10% Hazardous Duty Pay, Firefighters, Fire Apparatus Engineers, or Fire Captains who perform hours worked as an HFEO-Apprentice will continue to receive the applicable staff assignment pay (i.e., 7.5% SAP and the 10% SIP).
- c. Swampers (i.e., Handcrew Firefighters working as Swampers) will receive Hazardous Duty Pay of ten percent (10%) of base salary per month, prorated on an hourly basis.
- d. Hazardous Duty Pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

P. Air Operations Pay

- 1. Non-paramedic employees assigned to Air Operations must be designated as qualified by the OCFA. Qualified is defined as having successfully completed and current certification in the following courses:

a. Technician Level – seven and five-tenths percent (7.5%) of base salary:

- i. S-270 Basic Air Operations
- ii. S-271 Helicopter Crew Member
- iii. A-100 Basic Aviation Safety

b. Specialist Level – ten percent (10%) of base salary: In addition to the requirements listed in paragraph 2.P.1.a for the Technician Level of pay, the following requirements apply to be eligible for the higher Specialist Level of pay:

- i. A-103 Temporary Flight Restrictions & Advisory Notices to Airmen
- ii. A-104 Overview of Aircraft Capabilities & Limitations
- iii. A-107 Aviation Policy & Regulations
- iv. A-109 Aviation Radio Use
- v. A-112 Mission Planning & Flight Request Process
- vi. A-200 Mishap Review

~~c. All personnel in the Air Operations positions of Chief Pilot, Pilot, and Crew Chief working a 56-hour average workweek (shift personnel) will receive Hazardous Duty Pay of seven and one-half percent (7.5%) of base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover another Air Operations shift position, due to the absence of the regularly assigned employee, shall also receive the Hazardous Duty Pay on a prorated basis for that overtime shift or portion thereof.~~

2. All Firefighter/Paramedic personnel (Air Operations Rescuers) working a 56-hour average workweek (shift personnel) must meet the Technician Level requirements in paragraph 2.P.1.a, and may also meet the Specialist Level requirements in paragraph 2.P.1.b. Depending on Technician Level or Specialist Level eligibility, the following pay will apply:

a. Firefighter/Paramedic personnel who meet the Technician Level will receive ~~Air Operations Hazardous Duty~~ Pay of two and one-half percent (2.5%) of base salary per month, prorated on an hourly basis, in addition to their 15% paramedic specialty pay, for a combined specialty pay of 17.5% of each employee's base salary per month. ~~Such employees who work an overtime shift to cover another Air Operations shift position, due to the absence of the regularly assigned employee, shall also receive the 2.5% Hazardous Duty Pay on a prorated basis for that overtime shift or portion thereof.~~

a.b. Firefighter/Paramedic personnel who meet the Specialist Level will receive Air Operations Pay of five percent (5%) of base salary per month, prorated on an hourly basis, in addition to their 15% paramedic specialty pay, for a combined specialty pay of 20% of each employee's base salary per month.

- ~~3. In lieu of the 7.5% Hazardous Duty Pay for non-medics and in lieu of the 2.5% Hazardous Duty Pay for medics, a~~ All Air Operations Personnel working a 40-hour workweek (staff assignment on the 10-hour helicopter) will continue to receive the applicable staff assignment pay (i.e., 7.5% SAP and the 10% SIP). These personnel must meet the Technician Level requirements in paragraph 2.P.1.a, and may also meet the Specialist Level requirements in paragraph 2.P.1.b. Depending on Technician Level or Specialist Level eligibility, the following pay will apply:
- a. Personnel who meet the Technician Level will receive Air Operations Pay of two and one-half percent (2.5%) of base salary per month, prorated on an hourly basis, in addition to their 17.5% combined SAP and SIP, for a total combined specialty pay of 20% of each employee's base salary per month.
 - b. Personnel who meet the Specialist Level will receive Air Operations Pay of five percent (5%) of base salary per month, prorated on an hourly basis, in addition to their 17.5% combined SAP and SIP, for a total combined specialty pay of 22.5% of each employee's base salary per month.
 - b.c. The 10-hour helicopter is planned for future conversion to a 24-hour shift helicopter, and therefore, the 40-hour workweek Air Operations personnel will transition to shift personnel on a 56-hour average workweek. On the same date that this workweek transition occurs, staff assignment specialty pays will transition to those specified for shift personnel on the 56-hour average workweek, as detailed in paragraphs 2.P.1 and 2.P.2.
- ~~3.4.~~ Qualified employees who are occasionally assigned to cover a designated ~~Arson Investigator or~~ Air Operations position due to the absence of a regularly assigned employee shall receive Air Operations Hazardous Duty Pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated position.
5. Air Operations Hazardous Duty Pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Classes included in the Firefighter Unit as of ~~May 3~~~~March 23~~, 202~~43~~:

582~~98~~ Chief Fire Pilot
5801 Fire Apparatus Engineer
5803 Fire Captain
5825 Fire Pilot
5800 Firefighter
5804 Firefighter Trainee
5830 Hand Crew Firefighter
5802 Heavy Fire Equipment Operator
5831 Hand Crew Superintendent
5833 Hand Crew Assistant Superintendent
5832 Hand Crew Squad Boss

ORANGE COUNTY FIRE AUTHORITY

ORANGE COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION

For Orange County Fire Authority

For Local 3631

Date

Date



Attachment 1

ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION IAFF LOCAL 3631

1342 Bell Avenue, Suite 3A, Tustin, CA 92780
Office: (949) 486-3631 • Fax: (949) 486-3636 • Website: www.ocfirefighters.org



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Chris Hamm
President

Justin Dillon
Vice President

Tim Steging
Vice President

John "JD" Baranger
Treasurer

Buddy Lee Brown
Secretary

Brian Abney
Director

Jeff Dahlen
Director

Kevin Gorham
Director

Eric Thorson
Director

Jonathan White
Director

April 17, 2024

Chair O'Neill and OCFA Board of Directors,

The decision to reopen the MOU, ratified just a year ago, was not taken lightly. Our 3631 Executive Board determined that the evolving landscape of firefighting, particularly in areas requiring highly specialized skills, necessitated a response to ensure our members are fairly compensated for the critical services they provide to our community.

As the OCFA Board (Board) is aware, I stepped into this role in January 2023. At that time, our membership was already out of contract for three months. It was a top priority to deliver a contract that the Board could support while gaining an affirmative vote from our firefighters. A contract was the fastest way to deliver stability to the largest fire and EMS organization in Orange County. That condensed time frame did not permit enough time to explain the details involved in the intricacies of the very specialized positions included in the current discussion. I have worked over the past fourteen months to further explain to the Board the importance of each of these specialty positions as it pertains to the overall mission of public safety. On behalf of the twelve hundred men and women who serve your communities every day, thank you for your willingness to consider these enhancements.

The enhancements include increased pay for the Wildland section, specialty pay for Airport Rescue Fire Fighters, Hazardous Materials Response Team, Urban Search and Rescue Team, Technical Rescue Truck Team, and Air Operations, as well as adjustments to paramedic incentives. These enhancements are reflective of our ongoing commitment to recognize the extraordinary skills and the risks our members take daily. Additionally, they are indicative of our efforts to stay competitive in retaining and recruiting the best talent in EMS, firefighting, and air operations.

It is our belief that these adjustments to the MOU are not only justifiable but also essential for maintaining the high standards of service the OCFA is known for. By directing negotiators to reopen the contract this one time, we communicate to our members that their expertise and dedication are valued. This action also aligns with our strategic goal of ensuring workforce excellence and reflects the Board's willingness to adapt to changing needs proactively.

We trust that these reasons underscore the importance of the pay adjustments for the identified specialty skills and justify the Board's decision to consider the proposed enhancements.

Chris Hamm, President
Orange County Professional Firefighters
IAFF Local 3631

Representing Professional Firefighters protecting the cities of:

Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods • Lake Forest • La Palma • Los Alamitos
Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Santa Ana • Seal Beach • Stanton • Tustin • Villa Park
Westminster • Yorba Linda • Unincorporated Orange County



FLSA: Non-Exempt
Class Code: 5832
Department: Operations South

HAND CREW SQUAD BOSS

DEFINITION

The Hand Crew Squad Boss assists the Assistant Superintendent in supervising a hand crew, while performing daily operations, wildland firefighting, and all-risk operations. Hand Crew Squad Bosses perform a full range of wildland firefighting and all-risk operations, including remote rescue, mud and debris flow, serving as a lookout, scouting fireline, operating hand and power tools, conducting prescribed fires, back fire and burnout and holding operations, working with aircraft, heavy equipment and fire engines to accomplish their mission.

SUPERVISION RECEIVED AND EXERCISED

Under supervision, trains and supervises the operations of Hand Crew Firefighters performing the mission of a Type I All-Risk Handcrew, and other work as required.

CLASS CHARACTERISTICS

Incumbents lead and guide the actions of Hand Crew Firefighters.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Serves as a Crew Boss on a hand crew in operations on emergency wildland fire and all-risk incidents.
- Assist in the management and supervision of Hand Crew Firefighters by evaluating performance; preparing monthly probationary report; planning and assigning work; giving instruction and training; maintaining discipline in daily operations,
- Takes action based on leaders' intent to accomplish incident objectives.
- Drives and operates fire apparatus such as crew carriers or utilities in connection with extinguishing wildland fires and other incidents; makes reports on the operation of various fire equipment, performs maintenance and simple repairs on fire equipment; may operate other equipment when required, if qualified.
- Assists in training crews to fight fires efficiently and safely; uses maps; operates two-way radios as necessary; checks, cleans and maintains trucks; performs general housekeeping duties in a fire camp.
- Assists in the investigation of fire causes and the preservation of evidence when a fire is of a suspicious origin.
- Locates fire line, directs and participates in fire line construction, backfire and burnout, hazard tree falling, hose lays, patrols, and mop-up operations.
- Directs and coordinates various types of wildland firefighting equipment such as aircraft, heavy equipment and fire engines.
- Assists in coordinating mobilization and demobilization of hand crews to fire assignments and assists in providing logistical support.
- May assist in planning project work, including vegetation management, minor construction and repairs

at the fire camp.

- Works with Pre-Fire Management personnel to plan, cost and coordinate project work with various jurisdictions and landowners throughout the county.
- Oversees crew safety and health, both on the fireline and during daily operations, including project work.
- Responsible for the maintenance and repair of tools and equipment, including hand tools, chainsaws, firing equipment, food and water provisions, and personal protective equipment.
- Presents training programs, including initial refresher courses, fire weather, fire behavior, power saw use, line construction, safety and first aid, air operations, water handling and pumps and hose lays, hand tool use, and other related courses.
- Participates in crew proficiency checks and drills, safety sessions, and fire critiques.
- Plans, makes and reconciles purchases.
- Serves as manpower coordinator of Hand Crew Firefighters.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Wildland fire suppression strategies, tactics and procedures, pertinent to initial attack, large fire suppression and wildland urban interface/intermix situations.
- How fuels, topography and weather influence fire behavior, especially within Orange County.
- Local open spaces, county parks, national forests, urban interface areas and other locales where wildfire will be encountered in Orange County.
- Effective supervisory principles and practices, including work organization and delegation, training and evaluation, coaching, and disciplinary procedures.
- Accepted safety practices in suppressing fires and various other incidents to prevent injury, property damage or loss of life.
- Instructional and training techniques.
- Basic finance principles.
- California Vehicle Code as it applies to the operation of trucks and emergency vehicles on highways.
- Principles of building design, construction, salvage and restoration as it relates to fire prevention and suppression.
- Operation, capabilities, and effectiveness of all equipment used in Orange County Fire Authority wildland operations.

Skills in:

- Understanding suppression tactics and strategies employed on wildland fires, and how to modify tactics in varying conditions.
- Evaluation of conditions at wildfires to determine appropriate actions.
- Selecting work methods to plan and execute activities at wildfires, all risk incidents and on projects.
- Maintaining records such as project logs, Cal Card logs, Performance Evaluation Reviews.
- Communicating clearly, concisely, and effectively.
- Training, motivating, leading, managing, supervising, and evaluating subordinate personnel.
- Establishing and maintaining effective working relationships with subordinates, other department employees, outside agencies, and the general public.
- Maintaining discipline and enforcing rules, regulations, and procedures.
- Recognizing, prioritizing, and accomplishing needed tasks.
- Effectively working with employees to address needs and concerns.

Ability to:

- Use sound judgment in applying a wide range of approaches to problem solving.
- Make sound decisions and direct Hand Crew Firefighters at emergency scenes.
- Motivate and effectively lead a group of Hand Crew Firefighters.
- Operate tools and equipment associated with the position.
- Operate a personal computer and utilize word processing, records management, spreadsheet, and electronic mail software.
- Follow oral and written directions.
- Effectively communicate orally and in writing.
- Work with independent judgment as well as under the guidance of a supervisor.
- Demonstrate continuing effectiveness in carrying out the knowledge, skills, and requirements of the position.
- Meet the physical requirements necessary to perform assigned duties in a safe and effective manner for self and others.

Education and Experience:

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

- Qualified as CREW BOSS (CRWB)
- Non-probationary OCFA Firefighter, Fire Apparatus Engineer or Fire Captain.

Coursework (Required at time of application):

- I-200 Basic ICS
- S-211 Portable Pumps and Water Use
- S-212 Wildland Fire Chainsaws
- S-270 Basic Air Ops
- S-215 Fire Operations in the Wildland/Urban Interface
- S-219, C-234, S-234 or CA-219 Firing Operations
- S-230 Crew Boss (Single Resource)
- S-290 Intermediate Wildland Fire Behavior
- L-280 Followership to Leadership

Licenses and Certifications:

- Possession of a valid Class C California Driver License may be required for some assignments.
- This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.
- Completion and maintenance of Emergency Medical Technician I/Fire Services or equivalent.

PHYSICAL DEMANDS

Positions in this class require climbing, balancing, crouching, crawling, reaching, standing, walking, driving, lifting heavy objects weighing more than 50 pounds, use of hands and fingers, grasping, feeling, talking, hearing, seeing, and repetitive motions. Incumbents must be able to perform the work of fire suppression personnel whose duties demand good fitness, strength, agility, and vision.

Heavy Work:

The work requires regular and protracted periods of considerable and strenuous physical exertion, such as carrying or lifting heavy objects (over 50 pounds); hacking passages through dense vegetation; or climbing ladders or scaffolds carrying heavy equipment used to install, maintain, or repair research installations. Incumbents are required to have agility and dexterity sufficient to walk over wet, rough, or uneven surfaces. Work involves bending, crouching, stooping, lifting, stretching, reaching, and similar activities.

ENVIRONMENTAL CONDITIONS

The work environment involves high risks with regular and recurring exposure to potentially dangerous, including fatal, situations and unusual environmental stress where high risk factors exist which cannot be reasonably controlled. For example, working at great heights under extreme weather conditions, or working closely with toxins or dangerous pests or animals such as poisonous snakes, where safety precautions cannot completely eliminate the danger.

Ability to act in a duty capacity in order to respond to emergency calls. May be required to act in a duty capacity and/or respond to wildland fires during evenings, weekends, and/or holidays. Unscheduled overtime work is required to support various emergencies during evenings, weekends, and/or holidays.

Incumbents are involved in suppression activities. Some assignments may require work in a standard office environment.

Note

The above position assignments will vary depending on the needs of the department. The provisions of this publication do not constitute an express or implied contract. Any provision in this publication may be modified or revoked without notice.

Equal Opportunity Employer

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

Classification History:

Draft prepared by Human Resources Department

Date:

Assistant Chief/Human Resources Director Review, Stephanie Holloman

Adopted by Board of Directors:



FLSA: Non-Exempt
Class Code: 5833
Department: Operations South

HAND CREW ASSISTANT SUPERINTENDENT

DEFINITION

The Hand Crew Assistant Superintendent works as a supervisor to plan and carry out wildland firefighting operations of varying complexity as well as respond to all-risk incidents. Their role in this mission involves selection of tactics that support safe, efficient, and expedient handcrew operations – from initial attack to mop-up and suppression repair. Incumbents are responsible for supporting the Superintendent and the crew in daily duties including training, project work and administrative functions.

SUPERVISION RECEIVED AND EXERCISED

Under supervision of the Hand Crew Superintendent, trains and supervises Hand Crew Squad Bosses, Firefighters, and Hand Crew Firefighters as they work to accomplish the mission of a Type I All-Risk Handcrew. Manages a fire camp including the maintenance of facilities, emergency and support vehicles and equipment; manages the Hand Crew work scheduling that includes community events; and performs other related work as required.

CLASS CHARACTERISTICS

This class is the first-level supervisory classification in the Hand Crew wildland fire suppression series. Incumbents have responsibility for exercising general and technical supervision over lower-level fire suppression staff.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Supervises Hand Crew Firefighters and Squad Bosses on an assigned shift.
- Conducts performance evaluations and develops probationary reports.
- Plans and assigns work.
- Maintains discipline and makes decisions relating to the supervision of a fire crew engaged in fighting wildland fire and other all-risk incidents.
- Trains a fire crew to fight fires efficiently and safely.
- Manages fire camp, equipment and supplies.
- Supervises a crew in the housekeeping and maintenance of a fire camp.
- Supervises and performs the construction and maintenance of fire defense improvements.
- Keeps records and submits reports as required.
- Supervises and participates in a wide range of emergency activities, including wildland fires.
- Recognizes and responds to the effects of fuels, topography and weather on fire behavior.
- Uses various wildland firefighting strategies and tactics to directs fireline activities with subordinates.
- Coordinates with the Hand Crew Superintendent to establish leader's intent to guide crewmembers in accomplishing incident objectives.
- Performs various technical duties that involve differing and unrelated processes and methods.
- Ensures appropriate fire line placement and that appropriate tactics are employed to support safe and

- efficient backfire and burnout, hazard tree falling, hose lays, patrols, and mop-up operations.
- Directs or oversees the proper coordination of various types of wildland firefighting equipment such as aircraft, heavy equipment and fire engines.
- Operates a variety of motor vehicles to transport equipment, supplies, and crewmembers.
- Oversees the coordination of mobilization and demobilization of hand crews to fire assignments and assists in providing logistical support.
- Provides quality control on projects; tracks progress in project logs.
- Works with Pre-Fire Management personnel to plan, cost and coordinate project work with various jurisdictions and landowners throughout the county.
- Ensures crew safety and health, both on the fireline and during daily operations, including project work.
- Responsible for ensuring the maintenance and repair of tools, equipment and vehicles to ensure Hand Crew is response ready.
- Plans for and procures required tools and equipment, including PPE, and operates a crew carrier as needed.
- Oversees financial transactions and maintains applicable financial records.
- Serves as manpower coordinator for Squad Bosses and Hand Crew Firefighters.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Fire behavior, including ignition cause, influence of wind, humidity, weather, slope, topographic features and fuel moisture, fuels, and activity fuels, burning periods, escaped fires, fuel treatments, hazard analysis, management action points, and escape route identification to maximize effectiveness of water applications.
- Where to build fires lines, and to properly position crews to suppress wildfire.
- Wildland fire suppression techniques, tactics, and strategies to be able to make assignments to crew members, accurately evaluate rapidly changing fire situations and conditions, determine when additional forces may be needed, or determine when safety circumstances warrant withdrawal of crew to safe locations.
- Structure triage, tactics of structure protection, and the safety hazards associated with electrical lines, gas lines, propane tanks, and other hazardous materials.
- Technical methods and procedures related to a variety of operational projects.
- Effective supervisory techniques and practices.
- Basic practices of the scientific discipline(s) supported by wildland operations.
- Budgetary and financial principles.
- California Vehicle Code as it applies to the operation of trucks and emergency vehicles on highways.

Skills in:

- Understanding suppression tactics and strategies employed on wildland fires, and how to modify tactics in varying conditions.
- Evaluation of conditions during all-risk incidents to determine appropriate actions.
- Read, understand, interpret, and apply departmental policies, rules, laws, and ordinance pertaining to fire suppression and prevention work.
- Selecting work methods to plan and execute activities at wildfires, all risk incidents and on projects.
- Maintaining records such as project logs, Cal Card logs, Performance Evaluation Reviews.
- Communicating clearly, concisely, and effectively, both orally and in writing.
- Training, motivating, leading, managing, supervising, and evaluating subordinate personnel.

- Establishing and maintaining effective working relationships with subordinates, other department employees, outside agencies, and the general public.
- Maintaining discipline and enforcing rules, regulations, and procedures.
- Recognizing, prioritizing, and accomplishing needed tasks.
- Effectively working with employees to address needs and concerns.

Ability to:

- Use sound judgment in applying a wide range of approaches to problem solving.
- Make sound decisions and direct subordinates at emergency scenes.
- Apply resourcefulness, initiative, and independent judgment to locate precedents and resolve the details inherent to wildland operations.
- Operate tools and equipment associated with the position.
- Motivate and effectively lead subordinates.
- Operate a personal computer and utilize word processing, records management, spreadsheet, and electronic mail software.
- Follow oral and written directions.
- Effectively communicate orally and in writing.
- Work with independent judgment as well as under the guidance of a supervisor.
- Demonstrate continuing effectiveness in carrying out the knowledge, skills, and requirements of the position.
- Meet the physical requirements necessary to perform assigned duties in a safe and effective manner for self and others.

Education and Experience:

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

- Crew Boss CRWB
- Incident Commander (Type 4) ICT4
- Task Force Leader TFLD or Strike Team Leader Crew (STCR)
- Non-probationary OCFA Firefighter, Fire Apparatus Engineer or Fire Captain.

Coursework (Required at time of application):

- I-200 Basic ICS
- S-211 Portable Pumps and Water Use
- S-212 Wildland Fire Chainsaws
- S-270 Basic Air Ops
- S-215 Fire Operations in the Wildland/Urban Interface
- S-219, C-234, S-234 or CA-219 Firing Operations
- S-230 Crew Boss (Single Resource)
- S-290 Intermediate Wildland Fire Behavior
- L-280 Followership to Leadership
- I-300 Intermediate ICS
- S-200 Initial Attack IC
- AH-330 Task Force/Strike Team Leader
- S-390 Introduction to Fire Behavior Calculations
- L-380 Fireline Leadership

Licenses and Certifications:

- Possession of a valid Class C California Driver License may be required for some assignments.
- This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.
- Completion and maintenance of Emergency Medical Technician I/Fire Services or equivalent.

PHYSICAL DEMANDS

Positions in this class require climbing, balancing, crouching, crawling, reaching, standing, walking, driving, lifting heavy objects weighing more than 50 pounds, use of hands and fingers, grasping, feeling, talking, hearing, seeing, and repetitive motions. Incumbents must be able to perform the work of fire suppression personnel whose duties demand good fitness, strength, agility, and vision.

Heavy Work:

The work requires regular and protracted periods of considerable and strenuous physical exertion, such as carrying or lifting heavy objects (over 50 pounds); hacking passages through dense vegetation; or climbing ladders or scaffolds carrying heavy equipment used to install, maintain, or repair research installations. Incumbents are required to have agility and dexterity sufficient to walk over wet, rough, or uneven surfaces. Work involves bending, crouching, stooping, lifting, stretching, reaching, and similar activities.

ENVIRONMENTAL CONDITIONS

The work environment involves high risks with regular and recurring exposure to potentially dangerous, including fatal, situations and unusual environmental stress where high risk factors exist which cannot be reasonably controlled. For example, working at great heights under extreme weather conditions, or working closely with toxins or dangerous pests or animals such as poisonous snakes, where safety precautions cannot completely eliminate the danger.

Ability to act in a duty capacity in order to respond to emergency calls. May be required to act in a duty capacity and/or respond to wildland fires during evenings, weekends, and/or holidays. Unscheduled overtime work is required to support various emergencies during evenings, weekends, and/or holidays.

Incumbents are involved in suppression activities. Some assignments may require work in a standard office environment.

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Draft prepared by Human Resources Department

Date:

Assistant Chief/Human Resources Director Review, Stephanie Holloman

Adopted by Board of Directors:

ORANGE COUNTY FIRE AUTHORITY – CLASSIFICATION SALARY TABLE

UPDATES FOR FIREFIGHTER BARGAINING UNIT - EFFECTIVE 5/3/24

EE Class	Class Code	Class Title	Barg Unit	Grade	Pay Type	STEPS/RANGE											
						1	2	3	4	5	6	7	8	9	10	11	12
FS	5832	HAND CREW SQUAD BOSS	FF	F2	Hrly-Supp	41.71	42.74	43.92	45.18	46.19	47.45	48.80	50.06	51.53	52.82	54.36	55.73
					Biweekly	3,336.48	3,419.36	3,513.44	3,614.24	3,694.88	3,795.68	3,904.32	4,005.12	4,122.72	4,225.76	4,348.96	4,458.72
					Monthly	7,229.04	7,408.61	7,612.45	7,830.85	8,005.57	8,223.97	8,459.36	8,677.76	8,932.56	9,155.81	9,422.75	9,660.56
					Annual	86,748.48	88,903.36	91,349.44	93,970.24	96,066.88	98,687.68	101,512.32	104,133.12	107,190.72	109,869.76	113,072.96	115,926.72
FS	5833	ASSIST HAND CREW SUP.	FF	F3	Hrly-Supp	48.38	49.62	51.00	52.51	53.9	55.40	56.78	58.42	59.92	61.59	63.46	65.24
					Biweekly	3,870.72	3,969.28	4,080.16	4,201.12	4,312.00	4,431.84	4,542.72	4,673.76	4,793.60	4,926.88	5,076.96	5,219.20
					Monthly	8,386.56	8,600.11	8,840.35	9,102.43	9,342.67	9,602.32	9,842.56	10,126.48	10,386.13	10,674.91	11,000.08	11,308.27
					Annual	100,638.72	103,201.28	106,084.16	109,229.12	112,112.00	115,227.84	118,110.72	121,517.76	124,633.60	128,098.88	132,000.96	135,699.20
FF	5825	FIRE PILOT	FF	F5	Hrly-Supp	39.74	41.01	42.25	43.53	44.76	46.04	47.29	48.54	49.81	51.07	52.31	53.57
					Hrly-Staff	55.64	57.41	59.15	60.94	62.66	64.46	66.21	67.96	69.73	71.50	73.23	75.00
					Biweekly	4,450.88	4,593.12	4,732.00	4,875.36	5,013.12	5,156.48	5,296.48	5,436.48	5,578.72	5,719.84	5,858.72	5,999.84
					Monthly	9,643.57	9,951.76	10,252.67	10,563.28	10,861.76	11,172.37	11,475.71	11,779.04	12,087.23	12,392.99	12,693.89	12,999.65
					Annual	115,722.88	119,421.12	123,032.00	126,759.36	130,341.12	134,068.48	137,708.48	141,348.48	145,046.72	148,715.84	152,326.72	155,995.84
FF	5829	CHIEF FIRE PILOT	FF	F6	Hrly-Supp	47.09	48.60	50.07	51.58	53.04	54.56	56.04	57.52	59.02	60.52	61.99	63.48
					Hrly-Staff	65.926	68.040	70.098	72.212	74.256	76.384	78.456	80.528	82.628	84.728	86.786	88.872
					Biweekly	5,274.08	5,443.20	5,607.84	5,776.96	5,940.48	6,110.72	6,276.48	6,442.24	6,610.24	6,778.24	6,942.88	7,109.76
					Monthly	11,427.17	11,793.60	12,150.32	12,516.75	12,871.04	13,239.89	13,599.04	13,958.19	14,322.19	14,686.19	15,042.91	15,404.48
					Annual	137,126.08	141,523.20	145,803.84	150,200.96	154,452.48	158,878.72	163,188.48	167,498.24	171,866.24	176,234.24	180,514.88	184,853.76