



# ORANGE COUNTY FIRE AUTHORITY

## EXECUTIVE COMMITTEE

### Regular Meeting Agenda

**Thursday, May 23, 2024  
5:30 P.M.**

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

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

#### **NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION**

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

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

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

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

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

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



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

**CALL TO ORDER** by Chair O'Neill

**INVOCATION** by OCFA Chaplain Ken Krikac

**PLEDGE OF ALLEGIANCE** by Director Bacerra

**ROLL CALL** by Clerk of the Authority

**REPORT(S)**

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

**PUBLIC COMMENTS**

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

**1. PRESENTATION(S)**

None.

**2. CONSENT CALENDAR**

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

**A. Minutes for the Executive Committee Meeting**

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

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

Recommended Action:

Approve the Minutes for the April 25, 2024, Regular Meeting as submitted.

**B. Monthly Investment Reports**

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

On May 8, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Directors Hasselbrink, Rossini, Nguyen, and Bourne absent).

Recommended Action:

Receive and file the reports.

**C. Third Quarter Financial Newsletter**

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

On May 8, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 of (Directors Hasselbrink, Rossini, Nguyen, and Bourne absent).

Recommended Action:

Receive and file the report.

**D. Third Quarter Purchasing Report**

Submitted by: Robert C. Cortez, Assistant Chief/Business Services Department and Sara Kennedy, Purchasing Division Manager

On May 8, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Directors Hasselbrink, Rossini, Nguyen, and Bourne absent).

Recommended Action:

Receive and file the report.

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

Submitted by: Jim Ruane, Assistant Chief/ Logistics Department, Tim Perkins, Assistant Chief/Field Operations South, and Robert Cortez, Assistant Chief/ Business Services

Recommended Action:

Approve and Authorize the Purchasing Manager to extend the Professional Services Agreement with Information Management Technologies for up to three one-year periods, in an amount not to exceed \$478,950 in year one, and maximum annual increases of up to 3% based on CPI, provided approved annual budgets are sufficient to cover the contract costs.

**F. Blanket Order for County of Orange Communications Equipment Maintenance/Repair Services**

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

Recommended Action:

1. Approve and authorize the Purchasing Manager to renew a previously approved blanket order to the County of Orange Sheriff's Department (OCSD) for an annual amount not to exceed \$150,000 (\$750,000 aggregate for a five-year term).
2. Approve and authorize the Purchasing Manager to renew future CCCS 800MHz contracts resulting from annual system cost increases and additional OCFA radios as long as funding is available in the adopted budget.

**G. Approval of License Agreement for Temporary Storage**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department, Tim Perkins, Assistant Chief/Field Operations South, and Julie Samaniego, Construction & Facilities Division Manager, Logistics Department

Recommended Action:

Approve and authorize the Construction and Facilities Division Manager to execute a license agreement with the County of Orange for temporary use of the Santiago Canyon Landfill site for the storage of heavy equipment.

**H. Legislative Report**

Submitted by: Robert C. Cortez, Assistant Chief/Business Services Department and Olina Wibroe-Benson, Legislative Affairs Program Manager

At its May 15, 2024, Legislative and Public Affairs Committee meeting, the Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Director Wagner opposed to SB 1325 only, Directors Kalmick and Mallari absent).

Recommended Action:

Receive and file the Legislative Report and adopt the recommended bill positions in alignment with the Board-adopted Legislative Platform.

**I. Contract Increase for Copier/Multifunctional Devices (MFD) Lease**

Submitted by: Robert C. Cortez, Assistant Chief/Business Services, Jim Ruane Assistant Chief/Logistics

Recommended Action:

Approve and authorize the Purchasing Manager to increase the blanket order contract with UBEO West, LLC for a five-year term at an annual contract amount of \$220,000 annually (\$1,100,000 total five-year term).



**3. DISCUSSION CALENDAR**

None.

**COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, June 27, 2024, at 5:30 p.m.

**AFFIDAVIT OF POSTING**

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

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Maria D. Huizar, CMC  
Clerk of the Authority

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

- Monthly Investment Report
- Quarterly CIP Update
- 4<sup>th</sup> Quarter Financial Newsletter
- 4<sup>th</sup> Quarter Purchasing Report
- Award a contract to GE Tru-Choice for FireHawk Helicopter Engine Maintenance

**UPCOMING MEETINGS:**

Budget and Finance Committee  
Executive Committee  
Board of Directors

Wednesday, June 12, 2024, 12 noon  
Thursday, June 27, 2024, 5:30 p.m.  
Thursday, June 27, 2024, 6:00 p.m.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting  
Thursday, April 25, 2024  
5:30 P.M.**

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

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## **CALL TO ORDER**

Past Chair Rossini called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on April 25, 2024.

## **INVOCATION**

The Invocation was led by Chaplain Emily McColl.

## **PLEDGE OF ALLEGIANCE**

Director Tettemer led the assembly in the Pledge of Allegiance.

## **ROLL CALL**

**Present:** Vince Rossini, Villa Park, Past Chair  
Shelley Hasselbrink, Los Alamitos  
Dave Shawver, Stanton  
Mark Tettemer, Lake Forest  
Connor Traut, Buena Park (Alternate)

**Absent:** Phil Bacerra, Santa Ana  
Troy Bourne, San Juan Capistrano, Vice Chair  
Donald P. Wagner, County of Orange (5:34 p.m.)

Noel Hatch, Laguna Woods  
John O'Neill, Garden Grove, Chair

## **Also present were:**

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Deputy Chief TJ McGovern	Assistant Chief Rob Capobianco
Assistant Chief Robert Cortez	Assistant Chief Jim Ruane
Assistant Chief Stephanie Holloman	Assistant Chief Lori Smith
Assistant General Counsel Michael Daudt	Assistant Clerk Martha Halvorson

## **REPORT(S)**

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

Budget and Finance Committee Member Rossini reported at its April 10, 2024, Committee meeting, the Committee reviewed and by unanimous vote recommended forwarding the Monthly Investment Reports to the Executive Committee to receive and file the reports.

## **PUBLIC COMMENTS**

None.

### **1. PRESENTATION(S)**

None.

### **2. CONSENT CALENDAR**

On motion of Director Shawver and second by Director Tettemer, approved 5-0 Agenda Items Nos. 2A-2E (Directors Bacerra, Hatch O'Neill, Bourne, and Wagner absent).

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

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 March 28, 2024, Regular Meeting as submitted.

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

Action: Receive and file the reports.

#### **C. Approve Award of Purchase Order Contract for US&R Technical Rescue Support Vehicles (FILE 19.09E)**

Action:

1. Approve and authorize the Purchasing Manager to execute a Master Agreement with Selman Chevrolet and to issue a purchase order in the amount of \$169,220.30 for two 2024 Chevrolet Silverados.
2. Approve the reimbursement to FEMA for the residual/surplus value of the existing US&R Technical Rescue Support vehicles, for approximately \$60,000, to enable their incorporation into the OCFA fleet.

**D. Approve Award of Purchase Order Contract for Emergency Support (Technical Rescue) Vehicles (FILE 19.09E)**

Action: Approve and authorize the Purchasing Manager to award a purchase order contract with Scott Beecher, dba Ward Apparatus/HGAC Buy for the purchase of two emergency support vehicles for a per unit cost not to exceed \$302,000, plus up to \$40,000 per vehicle for outfitting, and with an option to purchase a third unit next fiscal year 2024/25 subject to budget availability.

**E. Increase to Contract/Blanket Order for Vehicle Exhaust Extraction Systems (FILE 19.07H)**

Action: Approve and authorize the Purchasing Manager to increase blanket order contract B02363 with Air Exchange Inc. for an amount of \$36,348.67 to enable payment for services received through August 31, 2023, resulting in a September 1, 2022 to August 31, 2023 contract year total not to exceed \$236,348.67.

**3. DISCUSSION CALENDAR**

None.

**COMMITTEE MEMBER COMMENTS**

None.

Director Wagner arrived at 5:34 p.m.

**ADJOURNMENT** – Past Chair Rossini adjourned the meeting at 5:34 p.m. The next meeting will be a Regular Meeting of the Executive Committee on Thursday, May 23, 2024, at 5:30 p.m.

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Martha Halvorson, CMC  
Assistant Clerk of the Authority



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
May 23, 2024

Agenda Item No. 2B  
Consent Calendar

**Monthly Investment Reports**

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**Contact(s) for Further Information**

Robert C. Cortez, Assistant Chief  
Business Services Department

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

714.573.6012

James Slobojan, Assistant Treasurer  
Treasury

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

714.573.6305

**Summary**

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

**Prior Board/Committee Action**

On May 8, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Directors Hasselbrink, Rossini, Nguyen, and Bourne absent).

**RECOMMENDED ACTION(S)**

Receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended March 31, 2024. A preliminary investment report as of April 19, 2024 is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – March 2024/Preliminary Report – April 2024

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



***Final Report – March 2024***

***Preliminary Report – April 2024***



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

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***Orange County Fire Authority***

***Final Investment Report***

***March 31, 2024***





## **EXECUTIVE SUMMARY**

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

During the month of March 2024, the size of the portfolio increased by \$4.9 million to approximately \$262.8 million. Receipts for the month totaled approximately \$47.5 million, including property tax apportionment payments of \$22.7 million, receipts from cash contract payments of approximately \$20.3 million, and various grant reimbursement payments and charges for current services of approximately \$4.5 million. Total March cash outflows amounted to nearly \$43.2 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$31.9 million. The portfolio's balance is expected to increase in April as revenues are projected to exceed expenses. In March, the portfolio's yield to maturity (365-day equivalent) increased by five basis points to 3.92%. The effective rate of return remained at 3.83% for the month, while the average maturity of the portfolio decreased by 17 days to 36 days to maturity.

### ***Economic News***

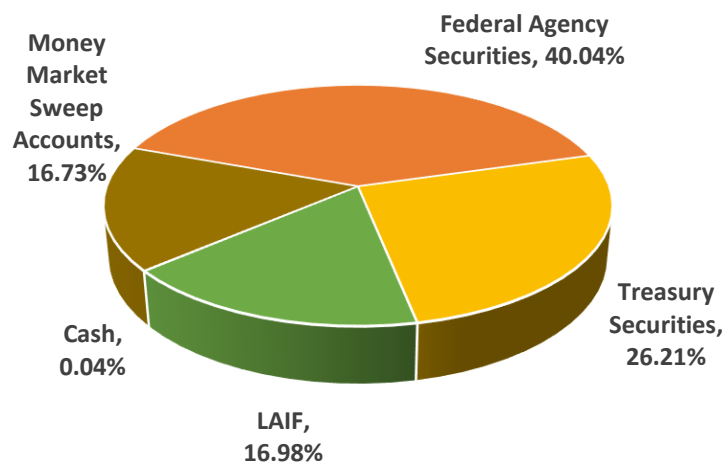
Nonfarm payroll employment increased 303,000 in March 2024, and the unemployment rate slipped to 3.8%. Job gains occurred in health care, government, and construction. The unemployment rate has been in a narrow range of 3.7% to 3.9% since August 2023. Average hourly earnings rose 4.1% over a year ago. Homebuilder sentiment rose to positive territory in March, the first time it has been in positive territory since July 2023. Homebuilder sentiment measures the current and future sales of single-family homes and where a reading in positive territory signifies a favorable outlook. Consumer sentiment has remained stable with consumers feeling few meaningful developments in the economy.

The Consumer Price Index (CPI) reminded us that inflation is still an issue for the economy as it increased 0.4% in March and 3.5% from a year ago. Much of the increase in CPI came from the costs for shelter and gasoline. The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 0.2% in March, and up 2.1% for the past twelve months. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. Retail sales increased 0.7% in March. Consumer spending in March was led by online sales and the increase in gasoline prices. The Federal Reserve met on March 20, 2024 where it held rates steady at the target range of 5.25%-5.50%. At that time officials suggested they may cut interest rates multiple times in 2024. However, the recent resurgence in employment growth along with the continued strength of consumer spending, has caused the Fed to rethink that strategy and possibly delay when the first rate cut since March of 2020 will be approved. The Fed will next meet on May 1, 2024 where rates are expected to hold steady as the Fed will now focus on inflation data to guide the June rate decision.

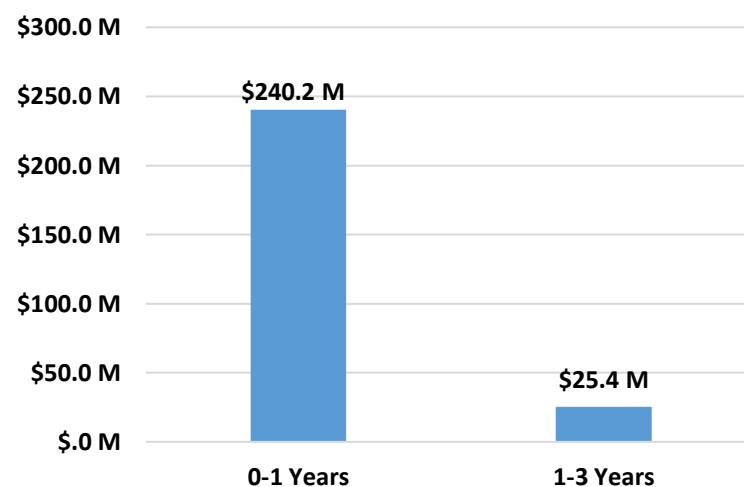


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AND IS TRACKING ITS LAIF BENCHMARK AS OF MARCH 31, 2024

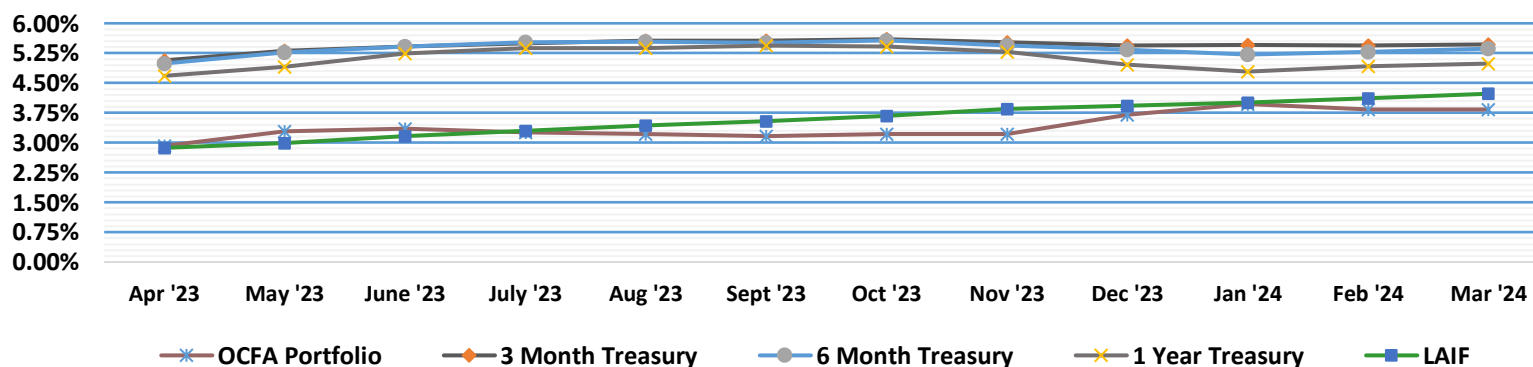
Market Value \$265,668,993



Aging Summary



12 Month Benchmarks



**BENCHMARK COMPARISON AS OF MARCH 31, 2024**

3 Month T-Bill: 5.47%

1 Year T-Bill: 4.99%

6 Month T-Bill: 5.36%

LAIF: 4.23%

OCFA Portfolio: 3.83%

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value</i>	\$262,788,674	\$257,852,178	\$212,318,155
<i>Yield to Maturity (365 day)</i>	3.92%	3.99%	2.62%
<i>Effective Rate of Return</i>	3.83%	3.83%	2.57%
<i>Days to Maturity</i>	36	53	24



ORANGE COUNTY FIRE AUTHORITY  
Portfolio Management  
Portfolio Summary  
March 31, 2024

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

Investments	Par Value	See Note 1 on page 10	See Note 2 on page 10	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
		Market Value	Book Value					
Money Mkt Mutual Funds/Cash	44,440,504.40	44,440,504.40	44,440,504.40	16.57	1	1	4.959	5.028
Federal Agency Coupon Securities	67,450,000.00	65,125,413.35	67,450,742.70	25.15	1,384	28	0.633	0.642
Federal Agency Disc. -Amortizing	42,000,000.00	41,252,960.00	41,283,174.72	15.39	253	122	5.245	5.318
Treasury Discounts -Amortizing	70,000,000.00	69,622,400.00	69,635,535.02	25.97	140	37	5.271	5.344
Local Agency Investment Funds	45,377,205.84	45,113,621.77	45,377,205.84	16.92	1	1	4.174	4.232
	<b>269,267,710.24</b>	<b>265,554,899.52</b>	<b>268,187,162.68</b>	<b>100.00%</b>	<b>424</b>	<b>36</b>	<b>3.863</b>	<b>3.917</b>

Investments

Cash

Passbook/Checking (not included in yield calculations)	114,093.61	114,093.61	114,093.61		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>269,381,803.85</b>	<b>265,668,993.13</b>	<b>268,301,256.29</b>		<b>424</b>	<b>36</b>	<b>3.863</b>	<b>3.917</b>

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	862,703.71	6,329,483.98
<b>Average Daily Balance</b>	<b>265,273,749.82</b>	<b>232,945,922.96</b>
<b>Effective Rate of Return</b>	<b>3.83%</b>	<b>3.61%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2024. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Robert C. Cortez, Asst. Chief, Business Services

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 268,301,256.29
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,512,582.65)
Total	\$ 262,788,673.64

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**March 31, 2024**

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>										
SYS1042	1042	US Bank - Treasury Obligations			19,174,494.17	19,174,494.17	19,174,494.17	5.186	5.186	1
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1
SYS530	530	US Bancorp Sweep Account			25,266,010.23	25,266,010.23	25,266,010.23	4.908	4.908	1
<b>Subtotal and Average</b>			<b>41,763,568.26</b>		<b>44,440,504.40</b>	<b>44,440,504.40</b>	<b>44,440,504.40</b>		<b>5.028</b>	<b>1</b>
<b>Federal Agency Coupon Securities</b>										
3133EMWH1	1030	Federal Farm Credit Bank (Callable 4/21/2024)		04/22/2021	3,000,000.00	2,863,620.00	3,000,742.70	0.710	0.678	20 04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,464,800.00	12,000,000.00	0.720	0.720	0 04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 03/30/2024)		03/30/2021	8,000,000.00	7,819,360.00	8,000,000.00	0.550	0.592	90 09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank		04/22/2021	9,435,000.00	9,426,131.10	9,435,000.00	0.375	0.375	7 04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 4/23/2024)		04/23/2021	11,015,000.00	10,730,262.25	11,015,000.00	0.520	0.520	22 10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 4/29/2024)		04/29/2021	12,000,000.00	11,112,000.00	12,000,000.00	1.000	1.000	28 04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2024)		05/11/2021	12,000,000.00	11,709,240.00	12,000,000.00	0.550	0.550	40 10/11/2024
<b>Subtotal and Average</b>			<b>67,450,770.13</b>		<b>67,450,000.00</b>	<b>65,125,413.35</b>	<b>67,450,742.70</b>		<b>0.642</b>	<b>28</b>
<b>Federal Agency Disc. -Amortizing</b>										
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,857,340.00	13,866,725.83	5.115	5.447	67 06/07/2024
313384YS2	1109	Fed Home Loan Bank		12/21/2023	14,000,000.00	13,815,200.00	13,829,231.12	4.990	5.263	88 06/28/2024
313384M89	1113	Fed Home Loan Bank		02/29/2024	14,000,000.00	13,580,420.00	13,587,217.77	4.960	5.243	214 11/01/2024
<b>Subtotal and Average</b>			<b>41,195,295.56</b>		<b>42,000,000.00</b>	<b>41,252,960.00</b>	<b>41,283,174.72</b>		<b>5.318</b>	<b>122</b>
<b>Treasury Discounts -Amortizing</b>										
912797HH3	1100	US Treasury Bill		11/30/2023	10,000,000.00	9,954,500.00	9,955,825.00	5.130	5.392	31 05/02/2024
912797FH5	1101	US Treasury Bill		11/30/2023	14,000,000.00	13,908,440.00	13,910,225.00	5.130	5.403	45 05/16/2024
912797JL2	1107	US Treasury Bill		12/21/2023	14,000,000.00	13,998,040.00	13,998,005.00	5.130	5.352	1 04/02/2024
912797HS9	1108	US Treasury Bill		12/21/2023	14,000,000.00	13,879,320.00	13,885,048.35	5.010	5.268	59 05/30/2024
912796CX5	1110	US Treasury Bill		01/11/2024	6,000,000.00	5,985,060.00	5,985,436.67	5.140	5.359	17 04/18/2024
912797HH3	1111	US Treasury Bill		01/11/2024	6,000,000.00	5,972,700.00	5,973,495.00	5.130	5.359	31 05/02/2024
912796Y45	1112	US Treasury Bill		01/17/2024	6,000,000.00	5,924,340.00	5,927,500.00	5.000	5.258	87 06/27/2024
<b>Subtotal and Average</b>			<b>69,486,910.02</b>		<b>70,000,000.00</b>	<b>69,622,400.00</b>	<b>69,635,535.02</b>		<b>5.344</b>	<b>37</b>
<b>Local Agency Investment Funds</b>										
SYS336	336	Local Agency Invstmt Fund			45,377,205.84	45,113,621.77	45,377,205.84	4.232	4.232	1
<b>Subtotal and Average</b>			<b>45,377,205.84</b>		<b>45,377,205.84</b>	<b>45,113,621.77</b>	<b>45,377,205.84</b>		<b>4.232</b>	<b>1</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**March 31, 2024**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1
SYS5	5	US Bancorp		07/01/2023	94,093.61	94,093.61	94,093.61		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>265,273,749.82</b>		<b>269,381,803.85</b>	<b>265,668,993.13</b>	<b>268,301,256.29</b>		<b>3.917</b>	<b>36</b>

Orange County Fire Authority  
In Service of Others!



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of April 1, 2024**

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 04/01/2024 - 04/01/2024 )	7 Maturities	0 Payments	89,931,803.85	33.75%	89,931,803.85	89,668,219.78
Aging Interval:	1 - 30 days	( 04/02/2024 - 05/01/2024 )	3 Maturities	0 Payments	29,435,000.00	11.07%	29,418,441.67	29,409,231.10
Aging Interval:	31 - 60 days	( 05/02/2024 - 05/31/2024 )	4 Maturities	0 Payments	44,000,000.00	16.45%	43,724,593.35	43,714,960.00
Aging Interval:	61 - 90 days	( 06/01/2024 - 06/30/2024 )	3 Maturities	0 Payments	34,000,000.00	12.65%	33,623,456.95	33,596,880.00
Aging Interval:	91 - 120 days	( 07/01/2024 - 07/30/2024 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	( 07/31/2024 - 04/01/2025 )	4 Maturities	0 Payments	45,015,000.00	16.50%	44,602,217.77	43,839,282.25
Aging Interval:	366 - 1095 days	( 04/02/2025 - 04/01/2027 )	3 Maturities	0 Payments	27,000,000.00	9.58%	27,000,742.70	25,440,420.00
Aging Interval:	1096 days and after	( 04/02/2027 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			24 Investments	0 Payments		100.00	268,301,256.29	265,668,993.13





**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$5,512,582.65. The adjustment for June 30, 2023, includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



## ***Local Agency Investment Fund (LAIF)***

As of March 31, 2024, OCFA has \$45,377,205.84 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2024 is .994191267. When applied to OCFA's LAIF investment, the fair value is \$45,113,621.77 or \$263,584.07 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation on March 31, 2024 is included on the following page.



# State of California Pooled Money Investment Account Market Valuation 3/31/2024

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	\$ 29,016,845,381.94	\$ 29,371,836,247.06	\$ 29,367,095,500.00	NA
Notes	\$ 62,110,996,962.28	\$ 62,104,127,889.83	\$ 61,362,065,500.00	\$ 369,303,999.50
Federal Agency:				
SBA	\$ 261,355,671.12	\$ 261,355,671.12	\$ 260,406,267.21	\$ 1,266,206.33
MBS-REMICs	\$ 2,005,373.23	\$ 2,005,373.23	\$ 1,960,327.91	\$ 8,754.66
Debentures	\$ 7,783,430,186.00	\$ 7,782,764,811.01	\$ 7,697,999,950.00	\$ 46,603,305.45
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 800,000,000.00	\$ 800,000,000.00	\$ 788,678,500.00	\$ 7,575,278.00
Discount Notes	\$ 23,090,969,201.38	\$ 23,348,321,402.73	\$ 23,332,896,000.00	NA
Supranational Debentures	\$ 2,719,839,134.05	\$ 2,719,839,134.05	\$ 2,685,816,600.00	\$ 13,363,501.50
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ -		\$ -	\$ -
CDs and YCDs	\$ 14,450,000,000.00	\$ 14,450,000,000.00	\$ 14,449,006,916.17	\$ 207,463,250.04
Commercial Paper	\$ 10,127,921,458.38	\$ 10,230,717,347.37	\$ 10,227,601,597.30	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 670,418,926.95	\$ 670,265,926.95	\$ 654,690,660.00	\$ 6,109,777.60
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,089,000,000.00	\$ 5,089,000,000.00	\$ 5,089,000,000.00	NA
PMIA & GF Loans	\$ 349,660,000.00	\$ 349,660,000.00	\$ 349,660,000.00	NA
<b>TOTAL</b>	<b>\$ 156,472,442,295.33</b>	<b>\$ 157,179,893,803.35</b>	<b>\$ 156,266,877,818.59</b>	<b>\$ 651,694,073.08</b>

Fair Value Including Accrued Interest \$ 156,918,571,891.67

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

The value of each participating dollar equals the fair value divided by the amortized cost (0.994191267).  
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,883,825.35 or \$20,000,000.00 x 0.994191267.



***Orange County Fire Authority***

***Preliminary Investment Report***

***April 19, 2024***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**April 19, 2024**

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

Investments	See Note 1 on page 19		See Note 2 on page 19		Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
	Par Value	Market Value	Book Value	% of Portfolio				
Money Mkt Mutual Funds/Cash	95,431,680.17	95,431,680.17	95,431,680.17	30.00	1	1	5.028	5.098
Federal Agency Coupon Securities	58,015,000.00	55,720,804.15	58,015,705.57	18.24	1,433	19	0.676	0.685
Federal Agency Disc. -Amortizing	42,000,000.00	41,369,860.00	41,394,488.33	13.01	253	103	5.245	5.318
Treasury Discounts -Amortizing	78,000,000.00	77,437,220.00	77,428,436.19	24.34	132	51	5.283	5.356
Local Agency Investment Funds	45,845,144.83	45,578,842.62	45,845,144.83	14.41	1	1	4.174	4.232
	<b>319,291,825.00</b>	<b>315,538,406.94</b>	<b>318,115,455.09</b>	<b>100.00%</b>	<b>327</b>	<b>30</b>	<b>4.201</b>	<b>4.260</b>

**Investments**

**Cash**

Passbook/Checking (not included in yield calculations)	736,718.82	736,718.82	736,718.82		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>320,028,543.82</b>	<b>316,275,125.76</b>	<b>318,852,173.91</b>		<b>327</b>	<b>30</b>	<b>4.201</b>	<b>4.260</b>

Total Earnings	April 19 Month Ending	Fiscal Year To Date
Current Year	536,384.74	6,865,868.72
Average Daily Balance	262,588,891.39	234,861,625.00
Effective Rate of Return	3.92%	3.63%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2024. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Robert C. Cortez, Asst Chief, Business Services

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)	\$ 318,852,173.91
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,512,582.65)
Total	\$ 313,339,591.26

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**April 19, 2024**

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>										
SYS1042	1042	US Bank - Treasury Obligations			65,097,184.05	65,097,184.05	65,097,184.05	5.186	5.186	1
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1
SYS530	530	US Bancorp Sweep Account			30,334,496.12	30,334,496.12	30,334,496.12	4.908	4.908	1
<b>Subtotal and Average</b>			<b>56,250,332.63</b>		<b>95,431,680.17</b>	<b>95,431,680.17</b>	<b>95,431,680.17</b>		<b>5.098</b>	<b>1</b>
<b>Federal Agency Coupon Securities</b>										
3133EMWH1	1030	Federal Farm Credit Bank (Callable 4/21/2024)		04/22/2021	3,000,000.00	2,868,180.00	3,000,705.57	0.710	0.678	1 04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,481,360.00	12,000,000.00	0.720	0.720	11 04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 03/30/2024)		03/30/2021	8,000,000.00	7,833,680.00	8,000,000.00	0.550	0.592	71 09/30/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 4/23/2024)		04/23/2021	11,015,000.00	10,746,344.15	11,015,000.00	0.520	0.520	3 10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 4/29/2024)		04/29/2021	12,000,000.00	11,058,600.00	12,000,000.00	1.000	1.000	9 04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2024)		05/11/2021	12,000,000.00	11,732,640.00	12,000,000.00	0.550	0.550	21 10/11/2024
<b>Subtotal and Average</b>			<b>61,491,775.79</b>		<b>58,015,000.00</b>	<b>55,720,804.15</b>	<b>58,015,705.57</b>		<b>0.685</b>	<b>19</b>
<b>Federal Agency Disc. -Amortizing</b>										
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,899,620.00	13,904,520.00	5.115	5.447	48 06/07/2024
313384YS2	1109	Fed Home Loan Bank		12/21/2023	14,000,000.00	13,856,640.00	13,866,101.67	4.990	5.263	69 06/28/2024
313384M89	1113	Fed Home Loan Bank		02/29/2024	14,000,000.00	13,613,600.00	13,623,866.66	4.960	5.243	195 11/01/2024
<b>Subtotal and Average</b>			<b>41,341,760.84</b>		<b>42,000,000.00</b>	<b>41,369,860.00</b>	<b>41,394,488.33</b>		<b>5.318</b>	<b>103</b>
<b>Treasury Discounts -Amortizing</b>										
912797HH3	1100	US Treasury Bill		11/30/2023	10,000,000.00	9,985,300.00	9,982,900.00	5.130	5.392	12 05/02/2024
912797FH5	1101	US Treasury Bill		11/30/2023	14,000,000.00	13,950,720.00	13,948,130.00	5.130	5.403	26 05/16/2024
912797HS9	1108	US Treasury Bill		12/21/2023	14,000,000.00	13,921,880.00	13,922,066.68	5.010	5.268	40 05/30/2024
912797HH3	1111	US Treasury Bill		01/11/2024	6,000,000.00	5,991,180.00	5,989,740.00	5.130	5.359	12 05/02/2024
912796Y45	1112	US Treasury Bill		01/17/2024	6,000,000.00	5,942,340.00	5,943,333.33	5.000	5.258	68 06/27/2024
912797GB7	1116	US Treasury Bill		04/18/2024	14,000,000.00	13,836,760.00	13,834,532.84	5.189	5.399	82 07/11/2024
912797JT5	1118	US Treasury Bill		04/19/2024	14,000,000.00	13,809,040.00	13,807,733.34	5.150	5.369	96 07/25/2024
<b>Subtotal and Average</b>			<b>58,004,674.46</b>		<b>78,000,000.00</b>	<b>77,437,220.00</b>	<b>77,428,436.19</b>		<b>5.356</b>	<b>51</b>
<b>Local Agency Investment Funds</b>										
SYS336	336	Local Agency Invstmt Fund			45,845,144.83	45,578,842.62	45,845,144.83	4.232	4.232	1
<b>Subtotal and Average</b>			<b>45,500,347.68</b>		<b>45,845,144.83</b>	<b>45,578,842.62</b>	<b>45,845,144.83</b>		<b>4.232</b>	<b>1</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**April 19, 2024**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1
SYS5	5	US Bancorp		07/01/2023	716,718.82	716,718.82	716,718.82		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>262,588,891.39</b>		<b>320,028,543.82</b>	<b>316,275,125.76</b>	<b>318,852,173.91</b>		<b>4.260</b>	<b>30</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of April 20, 2024**

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 04/20/2024 - 04/20/2024 )	7 Maturities	0 Payments	142,013,543.82	44.82%	142,013,543.82	141,747,241.61
Aging Interval:	1 - 30 days	( 04/21/2024 - 05/20/2024 )	3 Maturities	0 Payments	30,000,000.00	9.46%	29,920,770.00	29,927,200.00
Aging Interval:	31 - 60 days	( 05/21/2024 - 06/19/2024 )	2 Maturities	0 Payments	28,000,000.00	8.80%	27,826,586.68	27,821,500.00
Aging Interval:	61 - 90 days	( 06/20/2024 - 07/19/2024 )	3 Maturities	0 Payments	34,000,000.00	10.63%	33,643,967.84	33,635,740.00
Aging Interval:	91 - 120 days	( 07/20/2024 - 08/18/2024 )	1 Maturities	0 Payments	14,000,000.00	4.37%	13,807,733.34	13,809,040.00
Aging Interval:	121 - 365 days	( 08/19/2024 - 04/20/2025 )	4 Maturities	0 Payments	45,015,000.00	13.89%	44,638,866.66	43,926,264.15
Aging Interval:	366 - 1095 days	( 04/21/2025 - 04/20/2027 )	3 Maturities	0 Payments	27,000,000.00	8.03%	27,000,705.57	25,408,140.00
Aging Interval:	1096 days and after	( 04/21/2027 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			23 Investments	0 Payments		100.00	318,852,173.91	316,275,125.76



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2023 includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

## GLOSSARY

### INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
May 23, 2024

Agenda Item No. 2C  
Consent Calendar

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**Third Quarter Financial Newsletter**

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**Contact(s) for Further Information**

Robert C. Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012
Jim Slobojan, Assistant Treasurer	<a href="mailto:jamesslobojan@ocfa.org">jamesslobojan@ocfa.org</a>	714.573.6301
Stuart Lam, Budget Manager	<a href="mailto:stuartlam@ocfa.org">stuartlam@ocfa.org</a>	714.573.6302

**Summary**

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the third quarter of FY 2023/24.

**Prior Board/Committee Action**

On May 8, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Directors Hasselbrink, Rossini, Nguyen, and Bourne absent).

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

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

**Attachment(s)**

Third Quarter Financial Newsletter – July 2023 to March 2024

Summary

The Quarterly Financial News-  
letter provides summary level  
information regarding the Gen-  
eral Fund (GF) operating budg-  
et and Capital Improvement  
Program (CIP) budget to high-  
light revenue and expenditure  
trends and areas of note.

With the 3rd Quarter (i.e. 75%)  
of the fiscal year completed,  
both General Fund actual reve-  
nues and actual expenditures  
are slightly higher than budget-  
ary estimates. As of the end of  
the third quarter, the OCFA  
received 67.3% of budgeted  
revenues and expended 63.8%  
of appropriations.

The OCFA expended 34.5% of  
the GF CIP, 10.7% of Fire Sta-  
tions & Facilities, 12.3% of  
Comm. & Info. Systems, and  
27.8% of the Fire Apparatus  
budgets. CIP expenditures to  
date have been low as many  
projects are still in the prelimi-  
nary stages.

For additional info, see at-  
tached newsletter.



General Fund

**REVENUES** — General Fund revenues received as of the 3rd quarter amounted to \$404.5 million, approximately 6.1% higher than the prior year. The increase is mostly due to increased secured property tax revenue, Cash Contract City revenue, and CRA pass-through revenue receipts.

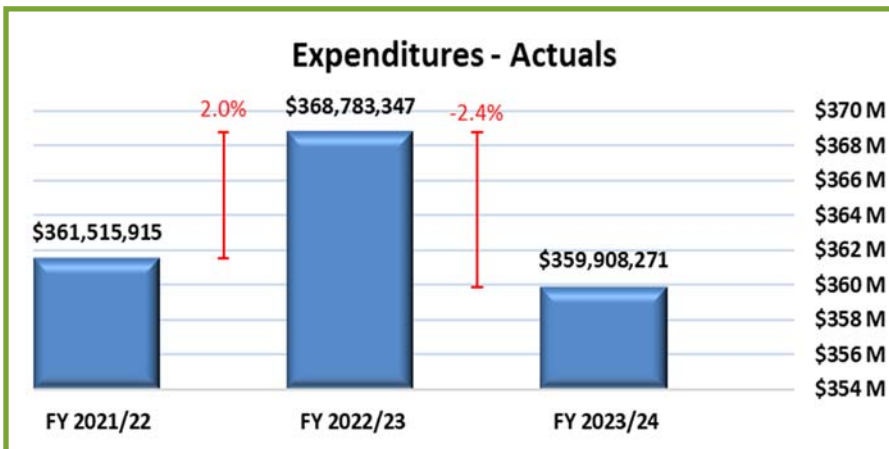
**All Revenues - Actuals**

Fiscal Year	Actuals	Change (%)
FY 2021/22	\$345,041,486	
FY 2022/23	\$381,160,902	10.5%
FY 2023/24	\$404,541,527	6.1%

For the 3rd quarter of fiscal year 2023/24, secured property tax, which represents approximately 95% of budgeted property tax revenue, is \$10.4 million higher when compared to the prior year. Based on data from the Auditor-Controller, OCFA projects overall property tax revenue will be \$6.4 million higher than originally budgeted.

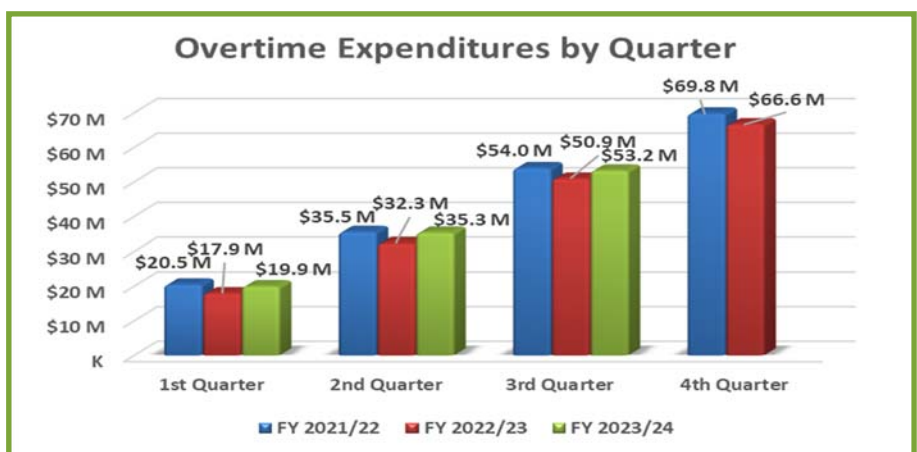


**EXPENDITURES** — General Fund expenditures through the 3rd quarter amounted to \$359.9 million and reflect a decrease of 2.4% when compared to the prior fiscal year. The decrease is primarily due to a one time pay date



change that was implemented in the current fiscal year resulting in one less pay period in the third quarter. Initial budget estimates projected 3rd quarter expenditures ending at \$355.6 million. Actual expenditures exceeding the budgetary estimate primarily due to higher than anticipated backfill/overtime expenditures. Services and supplies and equipment expenditures are in line with the budgetary estimates.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2021/22 through the 3rd quarter of fiscal year 2023/24. Actual overtime expenditures are \$2.3 million higher than last year. Overtime expenses increased this year over last primarily due to additional resources sent out of county for emergency incidents. Major incidents this fiscal year include the Bonny, Happy Camp Complex, Rabbit, Smith River Complex, South Fork Complex, and SRF Lightning Complex fires. These emergency incident overtime expenditures are reimbursable. Workers' compensation related backfill/overtime is also trending higher compared to last fiscal year. Overtime expenditures will continue to be monitored for a potential year-end budget adjustment.



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





# Orange County Fire Authority

## Third Quarter Financial Newsletter – July 2023 to March 2024

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### **OVERVIEW**

This report covers fiscal activities in the General Fund and CIP Funds through the third quarter of Fiscal Year 2023/24. Budget figures include all budget adjustments authorized by the Board through the third quarter.

### **GENERAL FUND**

With 75% of the year completed, General Fund revenues are 67.3% of budget and expenditures are 63.8% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Budget
Revenues	404,541,527	601,504,480	196,962,953	67.3%
Expenditures	359,908,271	563,821,855	203,913,584	63.8%

**Top Five Revenues.** The analysis presented below compares the five largest revenue categories received through the third quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is greater than 10% or \$1 million, are discussed below the table.

Top Five Revenues	YTD Actual Receipts	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Property Taxes	215,050,466	215,206,671	(156,205)	-0.1%
Cash Contracts	118,020,338	118,114,229	(93,891)	-0.1%
State Reimbursements	20,306,646	20,100,000	206,646	1.0%
CRA Pass-through	12,088,057	10,735,897	1,352,160	12.6%
Community Risk Reduction Fees	5,597,408	5,222,903	374,505	7.2%
<b>Total</b>	<b>371,062,915</b>	<b>369,379,700</b>	<b>1,683,215</b>	<b>0.5%</b>

- **CRA Pass-Through** – CRA pass-through revenue receipts were approximately \$1.4 million or 12.6% higher than anticipated after receiving the first of two CRA pass-through revenue installments in January 2024. This was primarily driven by higher pass-through revenue receipts for the County of Orange and the City of Yorba Linda.

**Expenditures.** The analysis presented on the following page compares the actual expenditures through the third quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is greater than 10% or \$1 million, are discussed below the table.

Expenditures by Department	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Business Services	5,530,617	6,068,958	(538,341)	-8.9%
Command & Emergency Planning	6,572,207	6,695,422	(123,215)	-1.8%
Community Risk Reduction	8,810,745	9,146,880	(336,135)	-3.7%
Corporate Communications	2,289,185	2,330,849	(41,664)	-1.8%
EMS & Training	10,847,301	11,495,968	(648,667)	-5.6%
Executive Management	5,758,598	5,250,303	508,295	9.7%
Human Resources	9,888,658	9,730,527	158,131	1.6%
Logistics	30,598,732	30,863,085	(264,353)	-0.9%
Non-Departmental	1,646,077	1,654,978	(8,901)	-0.5%
Field Operations North	126,118,604	123,286,671	2,831,933	2.3%
Field Operations South	151,459,177	148,712,968	2,746,209	1.8%
Strategic Services	388,370	389,173	(803)	-0.2%
<b>Total</b>	<b>359,908,271</b>	<b>355,625,782</b>	<b>4,282,489</b>	<b>1.2%</b>

- **Operations North and Operations South** – These two departments exceeded budget estimates for the third quarter primarily due to backfill/overtime expenditures. Part of the budgetary variance is due to overtime costs incurred for out-of-county incidents not included in the mid-year adjustments. Major incidents in FY 2023/24 include the Bonny, Happy Camp Complex, Rabbit, Smith River Complex, South Fork Complex, and SRF Lightning Complex fires. Workers' compensation related backfill/overtime is also trending higher compared to last fiscal year. Overtime expenditures will continue to be monitored for a potential year-end budget adjustment.

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

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	310,593,825	305,907,248	4,686,577	1.5%
Services and Supplies	48,391,243	48,871,201	(479,958)	-1.0%
Equipment	923,203	847,333	75,870	9.0%
<b>Total</b>	<b>359,908,271</b>	<b>355,625,782</b>	<b>4,282,489</b>	<b>1.2%</b>

- **Salary & Employee Benefits** – This category is trending over budget estimates for the third quarter by approximately \$4.7 million or 1.5%. This is primarily due to backfill/overtime expenditures. Part of the budgetary variance is due to overtime costs incurred for out-of-county incidents not included in the mid-year adjustments. Major incidents in FY 2023/24 include the Bonny, Happy Camp Complex, Rabbit, Smith River Complex, South Fork Complex, and SRF Lightning Complex fires. Workers' compensation related backfill/overtime is also trending higher compared to last fiscal year. Overtime expenditures will continue to be monitored for a potential year-end budget adjustment.

## **CIP FUNDS**

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

### **General Fund CIP**

Fund 12110	YTD Actual	Budget	Percent
Expenditures	7,489,636	21,697,529	34.5%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$21.7 million include funding for upgrades, routine maintenance and replacement of equipment such as: enterprise phone/public address system upgrade, inclusive facilities projects, fire station remodels and concrete/asphalt repair, fire station appliance, HVAC, generator and bay door refurbishment/replacement, FS 41 aircraft landing improvements, data network upgrades, fire shelters, body armor, exhaust fans, air monitors, suction units, remote rescue packs, telephone/alarm system upgrades, RFOTC secure vehicular access, station security fencing, replacement of PCs, laptops, tablets, printers, radios, and mobile data computers.
- Expenditures of approximately \$7.5 million are attributable to enterprise phone/public address system upgrade, fire station alarm systems upgrade, inclusive facilities, FS 41 aircraft landing improvements, data storage & servers replacement, mobile CAD and personnel alerting systems, replacement of PCs, tablets and printers, fire station remodels, HVAC & generator replacement, and body armor replacement.

### **Fire Stations and Facilities**

Fund 123	YTD Actual	Budget	Percent
Revenue	1,858,183	1,803,918	103.0%
Expenditures	2,610,397	24,375,225	10.7%

- Revenues in this fund are attributable to interest earned through the third quarter, developer contributions of \$704K and Cal Fire contract revenue of \$105K.
- Appropriations of \$24.4 million include funding for replacement of FS 10 and FS 25, remodel of FS 9, infrastructure security enhancements, RFOTC training grounds expansion and upgrade, and solar power facilities upgrades for RFOTC and various fire stations.
- Expenditures of approximately \$2.6 million are primarily attributable to RFOTC training grounds expansion and upgrade, FS 18 upgrades, and FS 24 replacement.

### **Communications & Information Systems**

Fund 124	YTD Actual	Budget	Percent
Revenue	275,001	276,974	99.3%
Expenditures	996,941	8,122,908	12.3%

- Revenues in this fund are attributable to interest earned through the third quarter.
- Appropriations of \$8.1 million include funding for: disaster recovery co-location facility, CRR automation/IFP replacement, EMS enterprise system development, enterprise audio video equipment upgrades, fuel management tracking system, 911 voice recording system, RFOTC data center fire suppression system upgrade, and public website content management system.
- Year to date expenditures of \$997K are attributable mainly to 911 voice recording system, EMS enterprise system development, and CRR automation/IFP replacement.

### Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	2,830,786	5,291,220	53.5%
Expenditures	9,577,655	34,446,491	27.8%

- The Fund 133 revenue budget includes vehicle replacement program payments from cash contract cities and interest earned through the third quarter.
- Appropriations of \$34.4 million include 7 engines, 1 dozer transport trailer, 4 superintendent vehicles, 3 technical rescue support vehicles, 2 paramedic squads, 5 full-size vehicles, 2 towing tugs, 1 heavy duty pickup utility truck for the US&R program, and 38 support vehicles. Also included in this Fund is \$4.9M in debt service for the Helicopter Program.
- Expenditures through the third quarter of \$9.6 million are primarily related to landing gear installation and training for the Helicopter Program in anticipation of the new helicopters, 10 support vehicles and 6 emergency vehicles, and miscellaneous outfitting expenses for fleet vehicles.

### **SUMMARY**

***For more information.*** This summary is based on detailed information from our financial system. If you would like more information or have any questions about the report, please contact Stuart Lam, Budget Manager at 714-573-6302, or Jim Slobojan, Assistant Treasurer at 714-573-6305.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
May 23, 2024

Agenda Item No. 2D  
Consent Calendar

**Third Quarter Purchasing Report**

**Contact(s) for Further Information**

Robert C. Cortez, Assistant Chief  
Business Services Department

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

714.573.6012

Sara Kennedy, Purchasing  
Division Manager

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

714.573.6641

**Summary**

This routine agenda item is submitted to provide information regarding purchases made within management authority during the third quarter of FY 2023/24.

**Prior Board/Committee Action**

On June 24, 2021, the Board of Directors approved the content format contained herein for future quarterly purchasing reports.

On May 8, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Directors Hasselbrink, Rossini, Nguyen and Bourne absent).

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Purchasing Ordinance No. 009 (Ordinance) and the Roles/Responsibilities/Authorities Matrix (Matrix) provides the Chief Procurement Officer (Purchasing Manager) with authority to enter into various types of agreements at varying amounts. This authority includes the procurement of items previously approved by the Board of Directors as part of the annual adoption of the budget provided that the contract results from a competitive solicitation. Furthermore, as per Section 1-20 Small Purchases provision of the Ordinance, any contract for the purchase of supplies, equipment, maintenance, and services not exceeding \$50,000 may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in the Ordinance. For public works projects, the statutory threshold is established by the CA Public Contract Code at \$60,000.

The Quarterly Purchasing Report provides a list of all purchase orders and blanket orders entered into under the Purchasing Manager authority during the period of January 1, 2024 through March 31, 2024.

**Attachment(s)**

Third Quarter Purchasing Report – January 1, 2024 to March 31, 2024

Purchasing Report  
3rd Quarter - FY 2023/24

- This report reflects all POs/BOs issued within management authority, including those that may have been cancelled or replaced by another PO or BO. These records will show as duplications in the report, but are in fact replacements.
- Management authority includes the procurement of items previously approved by the Board of Directors as part of the annual adoption of the budget provided that the contract results from a competitive solicitation.
- Amount column reflects the procurement value. Actual expenditures made against the contract may be lower.
- Vendor Name column display of "error" or the phrase "do not use" appears when a vendor has since changed their name or corporation status.
- PO/BO amounts of \$0 or \$.01 are often issued as place holders to record the terms and conditions of no-cost transactions, or may appear when the POs/BO balance is reduced to zero.
- POs starting with the letter "Q" are issued as part of the fiscal year end process to roll forward encumbrances issued in a prior fiscal year for projects still in progress.

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
1/1/2024	B01716-7	\$10,000	Logistics Department	ORANGE COUNTY PUMPING	SEPTIC TANK MAINTENANCE	
1/1/2024	B01718-8	\$3,500	Human Resources Department	AMAZING ORGANIZATIONS INC	MASTERY LIBRARY TRAINING PROGRAM-SPILL PREVENTION	
1/1/2024	B01724-7	\$5,000	Human Resources Department	LIEBERT CASSIDY WHITMORE	ORANGE COUNTY EMPLOYMENT RELATIONS CONSORTIUM MEMBERSHIP	
1/1/2024	B01738-8	\$6,000	Operations Department - South	GROUND CONTROL SYSTEMS INC.	GROUND CONTROL SATELLITE BANDWITH SERVICE	
1/1/2024	B01765-5	\$5,000	Operations Department - South	WONG, SHELLYN SUE	USAR CA TASK FORCE 5 WEBSITE CREATION	
1/1/2024	B01857-6	\$10,000	Logistics Department	MCMASTER-CARR SUPPLY CO	HARDWARE AND SUPPLIES	
1/1/2024	B01872-5	\$5,000	Logistics Department	BESTWAY LAUNDRY SOLUTIONS	REPAIR AND MAINTENANCE - EXTRACTORS AND DRYERS	
1/1/2024	B01922-5	\$24,204	Logistics Department	ASSETWORKS, INC.	FLEET FOCUS FA ANNUAL SOFTWARE MAINTENANCE & SUPPORT RENEWAL	
1/1/2024	B01952-5	\$49,999	Logistics Department	GOVERNMENT REVENUE SOLUTIONS HOLDINGS LLC	BANNER DATABASE ADMINISTRATION SUPPORT AND SYSTEM UPGRADE SYSTEMS	
1/1/2024	B02033-4	\$100,000	Human Resources Department	NORMAN A. TRAUB & ASSOCIATES	AS-NEEDED INDEPENDENT INTERNAL AFFAIRS INVESTIGATIVE SERVICES	JA2358
1/1/2024	B02187-3	\$130,000	Logistics Department	DARTCO TRANSMISSIONS SALES & SERVICE, INC	ALLISON TRANSMISSION PARTS & REPAIR SERVICES	JA2475
1/1/2024	B02213-2	\$18,916	Human Resources Department	EXIGIS, LLC	ONLINE INSURANCE CERTIFICATE MANAGEMENT	
1/1/2024	B02313-2	\$20,000	EMS & Training Department	DOI/BLM	INSTRUCTOR AND STUDENT COURSE MATERIALS FOR NWCG CLASSES	
1/1/2024	B02320-2	\$5,000	Operations Department - South	COMTRYSYS, INC.	ONLINE FLIGHT TRAINING ANNUAL SUBSCRIPTION	
1/1/2024	B02391-1	\$50,000	Logistics Department	TIMUR GLOBAL INC	APPLIANCE REPAIR AND MAINTENANCE	RO2562
1/1/2024	B02429-1	\$10,000	EMS & Training Department	FIRST IN PRODUCTS, INC.	REPAIR ZIPPERS AND REPLACE MATERIAL ON AIRWAY BAGS	
1/2/2024	B02062-4	\$75,000	Logistics Department	BEAR COMMUNICATIONS	RADIO COMMUNICATION EQUIPMENT REPAIR SERVICES	JA2417

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
1/2/2024	B02070-4	\$8,000	Logistics Department	GOLDEN STATE TRADING	AUTO DETAILING SUPPLIES FOR SERVICE CENTER	
1/2/2024	B02562	\$3,150	EMS & Training Department	SMARTSHEET INC	LICENSE FEE SUBSCRIPTION/MEMBERSHIP FOR FF ACADEMY	
1/2/2024	P0015813	\$16,453	EMS & Training Department	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	
1/3/2024	B01815-6	\$18,000	Human Resources Department	CERTIFIX MANAGEMENT, INC	CERTIFIX LIVSCAN FINGERPRINTING SERVICES	
1/3/2024	B02056-4	\$100,000	Logistics Department	BATTERY POWER INC.	AUTOMOTIVE BATTERIES AS-NEEDED	JA2381
1/3/2024	B02250-2	\$65,000	EMS & Training Department	MCKESSON MEDICAL-SURGICAL	NITRILE GLOVES ANSELL MICROFLEX LIFESTAR	LK2505
1/3/2024	B02652	\$50,000	Logistics Department	WESTERN INDOOR ENVIRONMENTAL SERVICES	DUCT CLEANING SERVICES	CA PCC STATUTORY THRESHOLD
1/3/2024	B02653	\$50,000	Logistics Department	THE MACHADO ENVIRONMENTAL CORPORATION	DUCT CLEANING SERVICES	CA PCC STATUTORY THRESHOLD
1/3/2024	P0015814	\$1,496	EMS & Training Department	HOME DEPOT	LUMBERS FOR VENTALATION TRAILER - TRAINING	COOPERATIVE
1/3/2024	P0015815	\$40,480	Logistics Department	OFFICE FURNITURE GROUP LLC	RFOTC MULTIMEDIA FURNITURE	COOPERATIVE
1/4/2024	P0015818	\$27,949	Logistics Department	TALLEY COMMUNICATIONS	ANTENNAS FOR DODGE RAM INSTALL PROJECT	
1/4/2024	P0015820	\$3,885	Logistics Department	NETSYNC NETWORK SOLUTIONS INC	VEEAM ANNUAL SUPPORT AND RENEWAL	
1/4/2024	P0015821	\$449	Human Resources Department	PUBLIC AGENCY RISK MANAGERS ASSOCIATION	2024 PARMA ANNUAL CONFERENCE REGISTRATION	
1/4/2024	P0015817	\$22,596	Logistics Department	WESTNET	WESTNET ALERTING SYSTEM UPGRADE - STATION 20	
1/4/2024	P0015819	\$10,613	EMS & Training Department	HENRY SCHEIN INC.	AMBU ADULT SPUR II BAD RESERVOIR, MEDIUM MASK, AND EXPIRATORY FILTER	JA2607
1/8/2024	B01941-4	\$10,000	Operations Department - South	LINEGEAR FIRE & RESCUE	PERSONAL EQUIPMENT FOR SANTIAGO CREW	
1/8/2024	P0015805	\$21,454	Operations Department - South	AVIATION SPECIALTIES UNLIMITED, INC.	NVG EQUIPMENT	
1/9/2024	B02553	\$30,000	Business Services Department	GOLD COAST TOURS	CHARTER BUS TRANSPORTATION FOR STRIKE TEAM ROTATIONS	
1/9/2024	P0015807	\$1,713	Operations Department - South	CMC RESCUE INC	REPLACEMENT WEBBING FOR US&R ROPE AND WATER RESCUE - CACHE LIST ITEM: RI-0124.00	
1/9/2024	P0015822	\$7,651	Logistics Department	CONSOLIDATED STORAGE COMPANIES	INVENTORY STORAGE FOR COMMUNICATIONS / IT	
1/10/2024	B02138-3	\$10,000	Human Resources Department	UNITED PET CARE CALIFORNIA, LLC	UNITED PET CARE BENEFIT PAID BY PAYROLL	
1/10/2024	P0015829	\$2,112	Operations Department - South	LINEGEAR FIRE & RESCUE	PARKAS AND FLEECE LINERS FOR TRT TEAM	
1/10/2024	P0015823	\$9,245	Logistics Department	ORANGE COAST PETROLEUM EQUIPMENT CO., INC	DEF TANK FOR STORAGE AT FIRE STATIONS (FS32, FS31, FS4, FS57)	
1/10/2024	P0015824	\$6,878	Logistics Department	TAIT & ASSOCIATES, INC	FUELING HOSE AND GROUNDING REEL REPLACEMENT	
1/10/2024	P0015825	\$5,026	EMS & Training Department	BOUND TREE MEDICAL LLC	EMS SUPPLIES	SK2379



Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
1/10/2024	P0015826	\$4,581	Logistics Department	WILLIAMS & MAHER INC	RUN PIPE FOR DATA CABLES AT RFOTC	RO2202
1/10/2024	P0015827	\$3,885	EMS & Training Department	MCKESSON MEDICAL-SURGICAL	HEPATITIS A VACCINE FOR FIREFIGHTERS	
1/10/2024	P0015828	\$384	EMS & Training Department	MCKESSON MEDICAL-SURGICAL	EMS SUPPLIES	
1/11/2024	P0015830	\$2,909	Operations Department - South	EXTREME CANOPY	REPLACEMENT EZ UPS CACHE LIST # HG-0101.00	
1/11/2024	P0015832	\$10,741	Operations Department - South	DELL MARKETING, L.P.	US&R TASK FORCE LAPTOPS	COOPERATIVE
1/11/2024	P0015831	\$9,600	Logistics Department	CONCEPT PAVING SOLUTIONS	ASPHALT REPAIR AT RFOTC TRAINING GROUNDS	
1/12/2024	B02412-1	\$1,714	Logistics Department	ISSQUARED, INC.	PULSE SECURE VPN AND SUPPORT	
1/12/2024	P0015834	\$77,400	ORG for Expenditures	RRM DESIGN GROUP	WILDFIRE FACILITY CONSULTING SERVICES	RO2584
1/12/2024	P0015835	\$1,595	Operations Department - South	AIR COMM SYSTEMS INC	RADIO REPAIR	
1/16/2024	P0015836	\$6,258	Logistics Department	PACIFIC PLUMBING COMPANY	PLUMBING FOR FS 27	
1/16/2024	P0015837	\$9,901	Logistics Department	HARBOR POINTE A/C & CONTROLS	UPGRADE AND INSTALL NEW AIR COMPRESSOR AT FS 08	
1/17/2024	B01823-6	\$26,945	Human Resources Department	HEALTHEDGE INC	RESERVE FIREFIGHTER BENEFITS PROGRAM	
1/17/2024	B02044-5	\$320,000	EMS & Training Department	BOUND TREE MEDICAL LLC	EMS SUPPLIES	SK2379
1/18/2024	B02040-4	\$400,000	EMS & Training Department	MCKESSON MEDICAL-SURGICAL	EMS SUPPLIES	SK2379
1/18/2024	B02179-3	\$5,000	Logistics Department	BEE BUSTERS	PEST CONTROL SERVICES	
1/18/2024	B02280-2	\$16,000	EMS & Training Department	MIKE BROWN GRANDSTANDS INC	SEATING FOR GUESTS AT ACADEMY GRADUATIONS	
1/18/2024	B02655	\$125,000	Logistics Department	TRUCKPRO	HEAVY DUTY AUTOMOTIVE PARTS	JA2652
1/18/2024	B02656	\$125,000	Logistics Department	FLEET SERVICES	HEAVY DUTY AUTOMOTIVE PARTS	JA2652
1/18/2024	B02657	\$50,000	Executive Management	ENTENMANN ROVIN COMPANY	BADGES, COLLAR BRASS, AND ACCESSORIES	COOPERATIVE
1/18/2024	P0015838	\$1,396	Operations Department - South	LINEGEAR FIRE & RESCUE	US&R UNIFORMS TO SIZE ALL TEAM MEMBERS	
1/18/2024	P0015839	\$1,053	Operations Department - South	BMK VENTURES, INC	BLEEDING CONTROL KIT USED TO TEACH IN DIVISION 3	
1/18/2024	P015245	\$1,572	Operations Department - South	PB LOADER CORPORATION	DIAMOND PLATE TOOLBOX INSTALLATION FOR WATER TENDER	
1/18/2024	P0015840	\$1,500	EMS & Training Department	SOUTHERN SIERRA FIRE TRAINING	L952 COURSE ENROLLMENT FOR OCFA PIO	
1/22/2024	P0015841	\$5,250	EMS & Training Department	SOUTHERN SIERRA FIRE TRAINING	INSTRUCTOR FOR L952 TRAINING	
1/23/2024	B02660	\$85,000	EMS & Training Department	HENRY SCHEIN INC.	AMBU SPUR II BAG RESERVOIR KITS	JA2607

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
1/24/2024	P0015842	\$3,660	Logistics Department	DIAMOND GLASS	SHOWER DOOR INSTALLATION FS67	
1/25/2024	B01909-5	\$7,000	Human Resources Department	ACE INDUSTRIES, INC.	BRIDGE CRANE INSPECTIONS AT OCFA STATION # 41	
1/25/2024	P0015845	\$30,996	EMS & Training Department	HEIMAN, INC.	MANIKINS FOR WEFIT AND TRAINING DEPARTMENT	
1/25/2024	P0015843	\$9,937	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	IRRIGATION MAIN LINE REPAIR	
1/25/2024	P0015844	\$952	Logistics Department	WESTERN SHELTER SYSTEMS	H020 SHELTER REHAB PROJECT FOR IMT SHELTER	
1/29/2024	B01658-8	\$5,882	Logistics Department	HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA	REDDINET MASTER AGREEMENT	
1/29/2024	B02055-4	\$100,000	Logistics Department	EAST PENN MANUFACTURING CO. INC.	DEKA AUTOMOTIVE BATTERIES AS-NEEDED	JA2381
1/29/2024	B02295-2	\$200,000	Logistics Department	LASER INNOVATIONS, INC.	METAL FABRICATION SERVICES	RO2521
1/29/2024	B02298-2	\$1,335,000	Logistics Department	VOYAGER FLEET SYSTEMS, INC.	VOYAGER FUEL CARDS	COOPERATIVE
1/29/2024	P0015847	\$15,793	Logistics Department	TBC INTEGRATION INC	ECC MULTI MONITOR HARDWARE SWITCHES	
1/30/2024	B01567-9	\$10,000	Logistics Department	PLATINUM NETWORKS	NORTEL PHONE EQUIPMENT	
1/30/2024	B02296-2	\$200,000	Logistics Department	LAKEMAN, WILLIAM B	METAL FABRICATION AND REPAIR SERVICES	RFP RP2521
1/30/2024	B02379-1	\$50,000	Logistics Department	FACTORY MOTOR PARTS	MISC. AUTOMOTIVE PARTS AND ACCESSORIES	COOPERATIVE
1/30/2024	B02661	\$200,000	Logistics Department	BRIGHTCENTRA, INC.	LAPTOPS AS-NEEDED	KVI2659
1/30/2024	P0015848	\$32,525	Logistics Department	BRIGHTCENTRA, INC.	LAPTOPS FOR REMOTE WORKERS	KVI2659
1/31/2024	B01794-6	\$40,000	Logistics Department	LN CURTIS & SONS	CLASS A FIREFIGHTING FOAM	
1/31/2024	B01920-5	\$40,000	Logistics Department	GRAYBAR INC	TELECOMMUNICATION EQUIPMENT, SUPPLIES, AND TOOLS	COOPERATIVE
1/31/2024	B02290-3	\$103,283	Logistics Department	LN CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT CLEANING	COOPERATIVE
1/31/2024	B02335-1	\$10,000	Logistics Department	ACCENT FLAGS AND FLAGPOLES	FLAGPOLE REPAIRS AT ALL OCFA FACILITIES	
1/31/2024	P0015849	\$3,114	Operations Department - South	FIRE ETC	72 HOUR GEAR BAGS FOR OCFA TRT MEMBERS	
1/31/2024	P0015850	\$17,410	Community Risk Reduction Department	MAIN GRAPHICS	EDUCATION MATERIAL FOR OCFA OPEN HOUSE	
1/31/2024	P0015851	\$2,327	Operations Department - South	GRAINGER	REPLACEMENT LADDER	
2/1/2024	B01914-5	\$16,000	Human Resources Department	VELOCITY EHS	SAFETY MANAGEMENT SYSTEM - ANNUAL FEES	SK2285
2/1/2024	B01915-5	\$21,500	Operations Department - South	SPARKLETTS/DANONE WATERS OF NO. AMERICA	BOTTLED DRINKING WATER	
2/1/2024	B01945-5	\$40,000	EMS & Training Department	NYCANCO, INC	CUSTOM EMS BAGS	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
2/1/2024	B02081-4	\$70,000	Logistics Department	NEX-XOS WORLDWIDE LLC	MEALS READY TO EAT (MRE) FOR USAR AND SERVICE CENTER STOCK	JC2416
2/1/2024	B02082-4	\$5,032	Logistics Department	TEAM VIEWER GERMANY GMBH	REMOTE SUPPORT SOFTWARE	
2/1/2024	B02196-3	\$5,000	Operations Department - South	CULLIGAN OF SANTA ANA	DI WATER FOR AIRCRAFT WASHING AND MAINTENANCE	
2/1/2024	B02300-2	\$100,000	Logistics Department	LN CURTIS & SONS	GLOBE SHADOW XF TURNOUT BOOTS	COOPERATIVE
2/1/2024	B02396-1	\$18,000	Operations Department - South	NATIONWIDE EQUIPMENT TRAINING	NATIONAL CRANE CERTIFICATION FOR ARFF PROGRAM, ON AN AS-NEEDED BASIS	
2/1/2024	B02441-1	\$0	Logistics Department	TAIT & ASSOCIATES, INC	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	R02584
2/1/2024	B02450-1	\$10,000	Corporate Communications	FOCUS INTERPRETING	LANGUAGE TRANSLATION SERVICES	
2/1/2024	B02452-1	\$0	Logistics Department	RUBIO MEDINA, ARCHITECT	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	R02584
2/1/2024	B02662	\$0	Operations Department - South	DLX ENTERPRISES LLC DBA DEPLOYED LOGIX	AS-NEEDED WATER SUPPORT TRAILER FOR FEMA US&R PROGRAM	KVI2658
2/1/2024	P0015852	\$14,712	Logistics Department	DAN ENTERPRISES TEAM	LARRO ROPE RESCUE EQUIPMENT	JA2619
2/5/2024	B01751-7	\$3,000	Human Resources Department	CRON & ASSOCIATES TRANSCRIPTION, INC.	TRANSCRIPTION SERVICES FOR RECORDED AUDIO	
2/5/2024	B01836-6	\$49,999	Logistics Department	DHN CONSULTING INC.	COMPUTER NETWORK MAINTENANCE AND SUPPORT	
2/5/2024	B02417-1	\$1,048	Logistics Department	CDW GOVERNMENT	TOAD FOR ORACLE BASE EDITION RENEWAL	
2/6/2024	B02413-1	\$15,000	EMS & Training Department	CALUMET PACKAGING	2-STROKE FUEL - TRAINING	
2/6/2024	P0015853	\$80,288	Operations Department - South	DLX ENTERPRISES LLC DBA DEPLOYED LOGIX	WATER SUPPORT TRAILER FOR FEMA US&R PROGRAM	KVI2658
2/7/2024	B02663	\$72,000	Logistics Department	MALLORY SAFETY AND SUPPLY LLC	FIT-TESTING SERVICES	SK2461
2/8/2024	P0015854	\$23,989	EMS & Training Department	LIFE ASSIST, INC.	EMS SUPPLIES	
2/8/2024	P0015855	\$23,972	Logistics Department	AT&T	VESTA SWITCH REPLACEMENT	
2/13/2024	P0015856	\$6,351	Logistics Department	DIAMOND GLASS	NEW SHOWER DOOR INSTALLATION FS42	
2/13/2024	P0015857	\$9,425	Logistics Department	DIAMOND GLASS	NEW SHOWER DOOR INSTALLATION FS6	
2/13/2024	P0015858	\$2,150	Human Resources Department	LIEBERT CASSIDY WHITMORE	DE&I TRAINING FOR OCFA LEADERS	
2/13/2024	P0015859	\$3,834	Operations Department - South	ATLANTIC DIVING SUPPLY, INC.	FEMA US&R HEAVY RIGGING HELMETS & REFLECTIVE KITS FEMA CACHE # LG-0105.00	
2/14/2024	P0015861	\$3,432	Business Services Department	PJ PRINTERS	NOTICES FOR RESTOCK	
2/14/2024	P0015865	\$16,085	EMS & Training Department	FIREHOUSE FABRICATORS INC	MACHINERY RESCUE EQUIPMENT	
2/14/2024	P0015862	\$33,110	Community Risk Reduction Department	S&H TREE LANDSCAPING AND ARBORIST SERVICE LLC	TREE REMOVALS AND TREATMENTS AT ARROYO TRABUCO GOLF COURSE	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
2/14/2024	P0015863	\$10,605	EMS & Training Department	FIREQUICK PRODUCTS, INC.	BACKFIRING DEVICES FOR TRAINING OF OCFA PERSONNEL	
2/14/2024	P0015864	\$2,777	Operations Department - South	ATLANTIC DIVING SUPPLY, INC.	HELMETS FOR NEW TRT MEMBERS	
2/20/2024	B01744-5	\$10,000	Logistics Department	6TH STREET CONSULTING, LLC	SHAREPOINT SUPPORT, MAINTENANCE, AND UPDATES	
2/20/2024	P0015866	\$2,236	Operations Department - South	OMAHA SLINGS, INC	REPLACEMENT SLINGS	
2/20/2024	P0015867	\$2,074	Logistics Department	BRIGHTCENTRA, INC.	LAPTOPS FOR HUMAN RESOURCES	
2/21/2024	P0015868	\$790	Operations Department - South	BALL CHAIN MANUFACTURING CO INC	TASK FORCE REPRESENTATIVE MEETING SUPPORT ITEMS	
2/22/2024	B01786-6	\$7,500	Logistics Department	BISSELL COMMERCIAL	VACUUM CLEANERS AND PARTS	
2/22/2024	B02103-4	\$5,000	EMS & Training Department	VEOLIA ES TECHNICAL SOLUTIONS LLC	BIOHAZARD WASTE DISPOSAL SERVICES	
2/22/2024	P0015869	\$4,675	Logistics Department	NEUROTH CONSTRUCTION INC	REPAIR SHOWER DOOR, LATCH, AND FRAME	
2/22/2024	P0015870	\$14,618	Logistics Department	SIGNATURE FLOORING, INC.	FLOOR REPLACEMENT AT MULTIMEDIA DEPARTMENT OFFICE	
2/23/2024	B02434-1	\$100,000	Logistics Department	J T LEWIS INC	APP DOOR MAINTENANCE AND REPAIR SERVICES	RO2590
2/23/2024	B02666	\$105,000	Logistics Department	POWERWERX INC.	CHARGING EQUIPMENT PARTS AND ACCESSORIES	RO2668
2/23/2024	P0015871	\$35	Operations Department - South	GALLS LLC	NAMETAPES FOR USE ON ISSUED OCFA UNIFORMS	SK2352
2/23/2024	P0015874	\$1,725	Operations Department - South	4 IMPRINT	YOWIE VACUUM TUMBLER	
2/23/2024	P0015877	\$5,482	Logistics Department	LINEGEAR FIRE & RESCUE	TRUE NORTH YELLOW BRUSH SHIRTS FOR NEW HIRES	
2/23/2024	P0015872	\$3,310	Logistics Department	DIAMOND GLASS	SHOWER DOOR AND MIRROR INSTALLATION - RFOTC	
2/23/2024	P0015873	\$1,640	Logistics Department	DIAMOND GLASS	SHOWER DOOR INSTALLATION - FS02	
2/23/2024	P0015876	\$3,086	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES AT RFOTC	
2/26/2024	B01841-6	\$15,000	Logistics Department	PRUDENTIAL OVERALL SUPPLY	RENTAL OF UNIFORMS, SHOP TOWELS, AND RELATED ITEMS	COOPERATIVE
2/26/2024	B01882-5	\$2,000	Human Resources Department	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	DRUG SCREEN AND PHYSICAL EXAMINATION	
2/26/2024	B02114-4	\$14,238	Operations Department - South	NI GOVERNMENT SERVICES INC	SATELLITE RADIO AND TELEPHONE SERVICES FOR USAR	
2/26/2024	B02171-3	\$10,000	Logistics Department	KEECO LLC	MATTRESS COVERS FOR FIRE STATIONS	
2/26/2024	P0015878	\$24,885	Logistics Department	INLAND FLOORING CONTRACTORS INC	REFLOORING RFOTC INVESTIGATIONS DEPARTMENT OFFICES	
2/26/2024	P0015881	\$7,631	Operations Department - South	WESTERN SHELTER SYSTEMS	WESTERN SHELTER - HS1935 INSULATION KIT	
2/26/2024	P0015879	\$2,144	Operations Department - North	R.S. HUGHES COMPANY INC	PROTECTION CASE FOR NEW CO MONITORS	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
2/27/2024	B01657-8	\$7,000	Logistics Department	EVISIONS LLC	EVISIONS SOFTWARE MAINTENANCE / SUPPORT RENEWALS	
2/27/2024	B02194-3	\$2,000	EMS & Training Department	EVOQUA WATER TECHNOLOGIES	DEIONIZED WATER SYSTEM RENTAL AND MAINTENANCE - TRAINING DEPARTMENT (D BUILDING)	
2/27/2024	P0015884	\$949	Executive Management	GOLD COAST TOURS	BUSES TO TRANSPORT GUESTS FOR NWCG COMMITTEE	
2/28/2024	B02211-3	\$40,000	Logistics Department	UNITED RENTALS (NORTH AMERICA), INC.	GENERATOR RENTAL	
2/28/2024	B02667	\$75,000	Logistics Department	12 VOLT POWER INC	CHARGING EQUIPMENT PARTS AND ACCESSORIES	RO2668
2/28/2024	P0015885	\$30,427	Logistics Department	HARBOR POINTE A/C & CONTROLS	INSTALLATION OF BOILER AT BUILDING A - RFOTC	
2/28/2024	P0015886	\$6,500	Logistics Department	GOSS ENGINEERING, INC	TRAINING GROUNDS ENGINEERING SUPPORT SERVICES	RO2584
2/28/2024	P0015887	\$2,631	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES AT FS20	
2/29/2024	B01845-6	\$10,000	Logistics Department	STARLITE RECLAMATION ENVIRONMENTAL	HAZARDOUS WASTE DISPOSAL SERVICES	
2/29/2024	P0015889	\$41,981	EMS & Training Department	DEL AMO MOTORSPORTS OF ORANGE COUNTY	WATERCRAFT FOR SWIFT WATER RESCUE	
3/1/2024	B01785-6	\$90,200	Logistics Department	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES AND PAPER	COOPERATIVE
3/1/2024	B01839-6	\$300,000	Human Resources Department	UCI MEDICAL CENTER	OCCUPATIONAL MEDICAL SERVICES	DC2193
3/1/2024	B02334-1	\$10,000	Logistics Department	PORTER BOILER SERVICE INC	WATER HEATER MAINTENANCE SERVICE	
3/1/2024	B02360-1	\$2,000	Operations Department - South	KIRK BRAYSHAW	ACLS AND PALS TRAINING FOR MEDICAL SPECIALIST-US&R	
3/1/2024	B02420-1	\$10,000	Logistics Department	LINEGEAR FIRE & RESCUE	CLASS A FOAM	
3/4/2024	B02297-2	\$100,000	Logistics Department	LION TOTALCARE, INC	ADVANCED INSPECTION, CLEANING & REPAIR OF STRUCTURAL & PROTECTIVE FIREFIGHTING GEAR	COOPERATIVE
3/4/2024	B02308-2	\$10,000	Logistics Department	ASBURY ENVIRONMENTAL SERVICES	WASTE OIL HAUL OFF SERVICE	
3/4/2024	P0015892	\$1,980	Human Resources Department	DONNOE & ASSOCIATES, INC.	WRITTEN EXAM FOR HAND CREW FIREFIGHTER	
3/5/2024	B02084-2	\$49,000	Operations Department - South	DIGITAL AIRWARE, LLC.	AVIATION SOFTWARE AND DATA MANAGEMENT FOR OCFA AIRCRAFT	
3/5/2024	P0015891	\$18,268	Logistics Department	DELL MARKETING, L.P.	APPLICATION TEAM PC UPGRADES	COOPERATIVE
3/5/2024	P0015894	\$9,832	Logistics Department	HODGE PRODUCTS	FIRE LOCKS AND SHANK	
3/5/2024	P0015893	\$46,575	Community Risk Reduction Department	GREAT SCOTT TREE SERVICE, INC.	TREE REMOVALS AND TREATMENTS AT LADERA RANCH - OSO GRANDE PARK	LK2623
3/5/2024	P0015895	\$1,677	Logistics Department	SMALL DOG ELECTRONICS INC	AIR OPERATIONS IPADS	RO2620
3/6/2024	B02178-4	\$120,000	Logistics Department	RUGGED SOLUTIONS AMERICA, LLC	VEHICLE INTERCOM EQUIPMENT PARTS AND REPAIR	LK2466
3/6/2024	P0015896	\$1,340	Corporate Communications	OC FUN LLC	FACE PAINTING SERVICES - 2024 OCFA OPEN HOUSE	

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3/6/2024	P0015897	\$1,155	Logistics Department	HONEYWELL ANALYTICS INC.	ANNUAL CALIBRATION SERVICE FOR SCBA POSICHEK TESTING MACHINE	
3/7/2024	B02668	\$200,000	EMS & Training Department	TELEFLEX LLC	INTRAOSSEOUS (IO) NEEDLES, DRIVERS AND SUPPLIES	JA2624
3/7/2024	P0015898	\$6,116	Corporate Communications	GOLD COAST TOURS	BUSES TO TRANSPORT GUESTS TO 2024 OCFA OPEN HOUSE	
3/8/2024	B02059-4	\$10,000	Logistics Department	AMERICA'S INSTANT SIGNS	FABRICATION & INSTALLATION OF FIRE STATION SIGNAGE	
3/8/2024	B02061-4	\$10,000	Logistics Department	SIGNMART	SIGN MATERIAL - SERVICE CENTER INVENTORY	
3/8/2024	B02200-3	\$7,700	Logistics Department	PACIFIC MOBILE STRUCTURE, INC.	OFFICE/SLEEPER TRAILER RENTAL FOR STATION 10	
3/8/2024	B02669	\$200,000	Logistics Department	ATLAS RADIATOR INC.	HEAVY DUTY RADIATOR REPAIRS AND RELATED SERVICES	JA2647
3/8/2024	P0015901	\$6,979	Operations Department - South	PACIFIC MOBILE STRUCTURE, INC.	TRAILER RENTALS FOR AIR OPS TRAINING ADDITIONAL STAFF	
3/8/2024	P0015900	\$2,827	Operations Department - North	LN CURTIS & SONS	CHEMICAL PROTECTION SUIT FOR OCFA HAZMAT TEAM	
3/8/2024	P0015903	\$1,188	EMS & Training Department	HOME DEPOT	BUNK OF OSB FOR VENT TRAILER TRAINING	COOPERATIVE
3/8/2024	P0015904	\$1,997	EMS & Training Department	HOME DEPOT	UL HALLWAY TRAINING PROP FOR DIVISION 7	COOPERATIVE
3/8/2024	P0015905	\$1,473	Logistics Department	WILLIAMS & MAHER INC	INSTALL GPS REPEATER IN FS44 APP BAY	
3/11/2024	B01745-6	\$900,000	Logistics Department	VERIZON, INC.	WIRELESS SERVICE AND MOBILE DEVICE EQUIPMENT	COOPERATIVE
3/11/2024	B02312-2	\$10,000	Logistics Department	SEEK THERMAL, INC.	SEEK THERMAL IMAGING CAMERA REPAIRS	
3/11/2024	B02376-1	\$0	Logistics Department	ADAM SHAW	PLUGIN TOOL FOR CALENDAR EVENTS FOR ORION	
3/11/2024	P0015899	\$9,026	EMS & Training Department	MPS OCEAN INC	RESCUE AND INSTRUCTION PLATFORM FOR RIVER AND FLOOD RESCUE BOAT TECHNICIAN CURRICULUM	
3/11/2024	P0015906	\$2,683	Logistics Department	ALLSTAR FIRE EQUIPMENT	VOICE AMPS, O-RING, AND GASKETS FOR SCBA REPAIRS	
3/11/2024	P0015907	\$199	Corporate Communications	MARX BROS. FIRE EXTINGUISHER	FIRE EXTINGUISHER DEMONSTRATION FOR OPEN HOUSE USE	
3/12/2024	B02073-4	\$35,000	Logistics Department	MARX BROS. FIRE EXTINGUISHER	FIRE EXTINGUISHER MAINTENANCE AND NEW EXTINGUISHER PURCHASES	JC2415
3/12/2024	P0015908	\$8,514	Logistics Department	RINCON TRUCK CENTER	ENGINE REPAIR ON E10, UNIT 5186	
3/13/2024	B02435-1	\$200,000	Logistics Department	ACTION DOOR REPAIR CORPORATION	APP DOOR MAINTENANCE AND REPAIR SERVICES	RO2590
3/13/2024	B02453-1	\$0	Logistics Department	SVA ARCHITECTS, INC	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
3/13/2024	B02670	\$200,000	Logistics Department	PACIFIC PLUMBING COMPANY	PLUMBING MAINTENANCE AND REPAIR SERVICES	RO2664
3/14/2024	P0015909	\$12,828	Logistics Department	INLAND FLOORING CONTRACTORS INC	FLOORING REPLACEMENT FS84	
3/14/2024	P0015910	\$22,192	Logistics Department	HARRISON HYDRAGEN, LTD.	HYDRAULIC GENERATOR SYSTEM	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
3/18/2024	B02443-1	\$200,000	Logistics Department	ORANGE COAST PETROLEUM EQUIPMENT CO., INC	FUEL TANK MAINTENANCE AND REPAIR SERVICES	RO2529
3/18/2024	B02672	\$200,000	Logistics Department	VERNE'S PLUMBING, INC.	PLUMBING MAINTENANCE AND REPAIR SERVICES	RO2664
3/18/2024	P0015911	\$18,109	Operations Department - South	ALLSTAR FIRE EQUIPMENT	SKA-PAK PLUS	
3/18/2024	P0015912	\$39,736	Logistics Department	LN CURTIS & SONS	GROUND LADDERS FOR STOCK / INVENTORY	
3/18/2024	P0015913	\$22,545	Logistics Department	R.S. HUGHES COMPANY INC	REPLENISH MULTIRAE UNITS AND SUPPLIES	
3/18/2024	P0015914	\$38,952	Community Risk Reduction Department	S&H TREE LANDSCAPING AND ARBORIST SERVICE LLC	TREE REMOVALS AND TREATMENTS AT LAZY W. RANCH	
3/19/2024	B02068-4	\$200,000	Logistics Department	HARBOR DIESEL AND EQUIPMENT, INC.	CUMMINS MAINTENANCE, REPAIRS, AND PARTS	RO2405
3/19/2024	P0015915	\$1,121	Logistics Department	OC RUGGED INC	RAM VEHICLE MOUNTS FOR TABLET COMMAND PROJECT	LK2662
3/19/2024	P0015916	\$6,846	Logistics Department	ALL WAYS TILE INC	DEMO EXISTING AND INSTALL NEW SHOWER - FS02 WOMEN'S BATHROOM	
3/20/2024	B02119-3	\$10,000	Logistics Department	LN CURTIS & SONS	STREAMLIGHT SURVIVOR LED FLASHLIGHTS	
3/20/2024	B02673	\$49,999	Logistics Department	COMPRESSED AIR SPECIALTIES	BAUER AIR COMPRESSOR REPAIR AND MAINTENANCE	
3/21/2024	B01944-5	\$29,000	Logistics Department	CONWAY SHIELD	LEATHER HELMET SHIELDS AND SIDEBOARDS	
3/21/2024	B02309-2	\$20,000	Logistics Department	ASBURY ENVIRONMENTAL SERVICES	BULK/BOTTLED COOLANT AND COOLANT WASTE DISPOSAL	
3/21/2024	B02361-1	\$2,000	Operations Department - South	SUREFIRE CPR LLC	ACLS AND PALS TRAINING FOR MEDICAL SPECIALIST-US&R	
3/21/2024	B02674	\$10,000	Logistics Department	AUTOMOTIVE RESOURCES, INC.	MOBILE LIFT MAINTENANCE AND REPAIR SERVICES	
3/21/2024	B02675	\$50,000	Executive Management	EAGLE LEADERSHIP GROUP LLC	EXPERIENTIAL LEARNING SERVICES	SK2665
3/21/2024	P0015917	\$9,370	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES AT FS09	RO2552
3/21/2024	P0015918	\$8,808	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES AT FS76	RO2552
3/21/2024	P0015919	\$5,288	Logistics Department	CDW GOVERNMENT	APPLE PRODUCTS FOR GIS	
3/22/2024	P0015920	\$9,635	Logistics Department	CLEAN HARBORS	CLEAN AND PUMP VEHICLE LIFTS AND WASH RACK	
3/22/2024	P0015922	\$2,230	Operations Department - North	J&M TROPHIES, INC.	GLASS CASE TO DISPLAY OLYMPIC ITEMS IN EXECUTIVE	
3/22/2024	P0015923	\$3,829	Logistics Department	DELL MARKETING, L.P.	PRECISION 3660 TOWER FIRE PREVENTION PC - TEST SYS	
3/22/2024	P0015924	\$8,646	Logistics Department	CALIFORNIA HEALTH & SAFETY, INC	USED SCBA BOTTLES FOR HAZ-MAT TEAM	
3/25/2024	B01861-6	\$1,449	Logistics Department	PEAK TECHNOLOGIES	ANNUAL MAINTENANCE FOR PRINTRONIX PRINTER	
3/25/2024	P0015925	\$40,361	EMS & Training Department	PINNACLE PHARMA LLC	EPINEPHRINE	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
3/26/2024	B02110-3	\$7,750	Human Resources Department	YORKE ENGINEERING, LLC	SPILL PREVENTION, CONTROL, & COUNTERMEASURE (SPCC) PLAN SUPPORT SERVICES	
3/26/2024	B02307-2	\$20,750	Business Services Department	THE HOWARD E NYHART CO INC	ACTUARIAL VALUATION SERVICES FOR PENSION AND HEALTH BENEFITS	JA2531
3/26/2024	B02677	\$0	EMS & Training Department	WODIFY TECHNOLOGIES LLC	FITNESS-BASED APP SUBSCRIPTION	
3/27/2024	P0015927	\$5,798	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES AT RFOTC	R02552
3/27/2024	P0015929	\$6,459	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES AT FS31	R02552
3/28/2024	B02433-1	\$110,000	Logistics Department	LEAVITT COMMUNICATIONS, LLC	MOBILE / PORTABLE RADIOS & ACCESSORIES	R02599





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

**Executive Committee Meeting**  
**May 23, 2024**

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

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

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief Logistics Department	<a href="mailto:jimruane@ocfa.org">jimruane@ocfa.org</a>	714.573.6028
Tim Perkins, Assistant Chief Field Operations South	<a href="mailto:timperkins@ocfa.org">timperkins@ocfa.org</a>	714.522.2113
Robert C. Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012

**Summary**

This agenda item is submitted for approval to extend the previously approved Professional Services Agreement with Information Management Technologies (IMT) for software support, maintenance, and custom programming in support of the OCFA's Staffing and Timekeeping applications for up to three one-year periods, in an amount not to exceed \$478,950 for year one of the agreement, and maximum annual increases of up to 3% based on CPI, subject to annual budget approval.

**Prior Board/Committee Action**

At its May 24, 2018, meeting, the Executive Committee approved a Professional Services Agreement with Information Management Technologies for up to five years for software support, maintenance, and custom programming in support of the OCFA's Staffing and Timekeeping applications.

At its April 27, 2023, meeting, the Executive Committee approved a one year extension of the above described agreement with Information Management Technologies. Under separate action at this meeting, the Committee also approved award of a contract with Gartner consulting to perform an assessment of OCFA's near and long-term needs pertaining to its Workforce Management/ Time and Attendance applications.

**RECOMMENDED ACTION(S)**

Approve and Authorize the Purchasing Manager to extend the Professional Services Agreement with Information Management Technologies for up to three one-year periods, in an amount not to exceed \$478,950 in year one, and maximum annual increases of up to 3% based on CPI, provided approved annual budgets are sufficient to cover the contract costs.

**Impact to Cities/County**

Not Applicable.

## **Fiscal Impact**

Funding for this contract is included in the FY 2023/24 General Fund Budget, specifically in the Logistics Department/Communications & Workplace Support section budget. Funding for this contract beginning July 2024 is included in the proposed FY 2024/25 budget.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

## **Background**

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

## ***Contract Award***

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

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

An assessment of OCFA's near and long-term needs pertaining to its Workforce Management/ Time and Attendance applications (WM-TM) has been completed by Gartner Inc. resulting from a competitive Request for Proposals process to engage a third-party consulting firm. Based on the study's findings and conclusions, the consultant recommends that OCFA prepare to replace its existing emergency operations staffing and timekeeping applications with a Commercial Off-The-Shelf (COTS) system. Due to the specific and potentially unique operational requirements of the OCFA, and its current practices for managing its staffing/timekeeping applications, this undertaking is expected to require a hybrid solution consisting of a commercial off-the-shelf solution augmented with the commercial vendor's customization as needed to meet OCFA's MOU provisions and staffing related Standard Operating Procedures. This represents a significant commitment, both time and effort, from Operations, Finance, and IT staff. Due to the WM-TM system's need to interface with OCFA's Finance/HR ERP system, the process for replacement of both systems is planned to run concurrently.

Consequently, renewal and extensions of the IMT support contract will be required through the entirety of what is anticipated to be a four to five year process for completing the long-term solution for OCFA's WM-TM and Finance/HR ERP applications. This process will be furthered by OCFA's issuance of a Request for Information (RFI) planned for release in May 2024, for responses in July 2024, by firms offering Workforce Management / Time and Attendance systems, specifically in support of constant staffed emergency operations. Responses to this RFI are expected to be followed by a Request for Qualifications (RFQ) and subsequently Request for Proposals (RFP) for a WM-TM application. It is anticipated that staff will recommend engaging a consulting firm to assist with development of the RFQ/RFP and evaluation of offers.

The proposed extension of the IMT agreement will provide the necessary continued support of OCFA's Staffing and Timekeeping systems while staff continues the process of identifying a long-term solution, the next step being completion of the RFI stage.

***Recommendation***

Staff recommends approval and authorization to extend the previously approved Professional Services Agreement for support of OCFA's Staffing and Timekeeping applications with Information Management Technologies for up to three one-year periods, in an amount not to exceed \$478,950 for year one of the agreement, and maximum annual increases of up to 3% based on CPI, subject to annual budget approval.

***Attachment(s)***

Proposed Amendment Seven to the PSA with Information Management Technologies

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

THIS AMENDMENT NUMBER SEVEN TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Seven") is made and entered into this 23<sup>rd</sup> day of May, 2024, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Information Management Technologies, hereinafter referred to as "Firm". OCFA and Firm are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide technology professional services, hereinafter referred to as "Project";

WHEREAS, OCFA and Contractor entered into that certain Professional Services Agreement on the 24<sup>th</sup> day of May, 2018 ("Original Agreement"), which is incorporated herein by this reference;

WHEREAS, the Original Agreement was subsequently amended by mutual agreement of the Parties on December 20, 2018 ("Amendment One"), May 29, 2019 ("Amendment Two"), August 4, 2020 ("Amendment Three"), June 1, 2021 ("Amendment Four"), June 1, 2022 ("Amendment Five") and April 27, 2023 ("Amendment Six");

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

WHEREAS, OCFA and Firm desire to amend the Agreement extend the term through May 31, 2025 and to update the maximum contract amount to \$478,950.00 annually for the term beginning June 1, 2024 through May 31, 2025.

**AGREEMENT**

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

1. The above-referenced recitals are hereby incorporated into this Amendment Seven as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Amendment Seven, by the same.
2. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

### **“3.1 Compensation of Firm**

“For the Services rendered pursuant to this Agreement for the contract term ending on May 31, 2024, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit “A” to Attachment “1”, in an amount not to exceed \$465,000 (Four Hundred Sixty-Five Thousand Dollars) annually. For Services rendered pursuant to this Agreement for the contract term ending on May 31, 2025, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit “A” to Attachment “1”, in an amount not to exceed \$478,950 (Four Hundred Seventy-Eight Thousand, Nine Hundred Fifty Dollars) annually. The respective maximum amounts of OCFA’s payment obligation under this Agreement are the amounts specified in this section (“Maximum Contract Amount”).”

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

#### **"4.4 Term.**

Unless earlier terminated in accordance with Section 8.5 or 8.6 of this Agreement, this Agreement shall continue and full force and effect until May 31, 2025."

4. All other provisions of the Agreement not inconsistent herewith shall remain in full force and effect.
5. The persons executing this Amendment Seven on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Seven.

[SIGNATURES ON FOLLOWING PAGE]

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Division Manager


**“FIRM”**

**INFORMATION MANAGEMENT  
TECHNOLOGIES**

Date: 05/09/2024

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

Jim Mabey  
Owner





Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
May 23, 2024

Agenda Item No. 2F  
Consent Calendar

**Blanket Order for County of Orange  
Communications Equipment Maintenance / Repair Services**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Joel Brodowski, IT Division Manager  
Logistics Department

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

714.573.6421

**Summary**

This agenda item is submitted for approval to renew/extend a previously approved blanket order contract with the County of Orange Sheriff's Department (OCSD) for communications equipment repairs for an amount not to exceed \$150,000 annually.

**Prior Board/Committee Action**

On October 28, 2021 meeting, the Executive Committee approved the 800MHz Joint Agreement for the Operations, Maintenance, and Financial Management of the Orange County 800MHz CCCS.

On September 22, 2022, the Executive Committee approved increases to future CCCS 800MHz contracts resulting from annual system cost increases and additional OCFA radios, provided sufficient funds are available in the budget.

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to renew a previously approved blanket order to the County of Orange Sheriff's Department for an annual amount not to exceed \$150,000 (\$750,000 aggregate for a five-year term).
2. Approve and authorize the Purchasing Manager to renew future CCCS 800MHz contracts resulting from annual system cost increases and additional OCFA radios as long as funding is available in the adopted budget.

**Impact to Cities/County**

None.

**Fiscal Impact**

Funding for this contract is included in the FY 23/24 IT Division Budget.

**Background**

The OCFA has participated with other Orange County agencies in the Countywide Coordinated Communications Systems (CCCS) for the sharing of coordinated 800MHz radio and 900MHz paging communications systems since 2004. The systems are operated and managed by the OCSD and the OCFA has existing agreements in place for the payment of its share of usage and

maintenance of the CCCS. The OCSD provides most of the programming, servicing, and repair of the communication equipment used on the CCCS, including mobile, portable and base station 800MHz radios, and system infrastructure. Provided services also include installation, support of radio consoles, and maintenance on communications equipment used in the 911 Emergency Command Center (ECC).

### ***Pricing***

The OCSD charges flat rates as shown below for maintenance/repairs and template design to cities and other governmental organizations. The total number of active radios the OCFA uses on the 800MHz network for 2024 is 2,113.

<b>Service</b>	<b>Rates</b>
Maintenance/repair of portable/mobiles template design	\$88 per hour
Maintenance/repair of sound/security/video systems	\$88 per hour
Maintenance/repairs of consoles/control stations	\$88 per hour

### ***Conclusion and Recommendation***

The OCSD is a government agency therefore the solicitation requirements of the OCFA Purchasing Ordinance do not apply to this engagement (Purchasing Ordinance 009, Section 1-2(2)e). However, given that the annual amount requested exceeds the annual threshold for administrative authority delegated by the OCFA Roles/Responsibilities/Authorities Matrix, and to continue with participation and usage of the County's CCCS 800MHz radio systems, staff is requesting approval and authorization for the Purchasing Manager to renew/extend a previously approved blanket order contract with the OCSD for communications equipment repairs for an amount not to exceed \$150,000 annually (\$750,000 aggregate for a five-year term). In addition, authorization is requested for the Purchasing Manager to renew future CCCS 800MHz contracts resulting from annual system cost increases and additional OCFA radios as long as funding is available in the adopted budget.

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

None.





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

Executive Committee Meeting  
May 23, 2024

Agenda Item No. 2G  
Consent Calendar

### **Approval of License Agreement for Temporary Storage**

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

Jim Ruane, Assistant Chief Logistics Department	<a href="mailto:jimruane@ocfa.org">jimruane@ocfa.org</a>	714.573.6801
Tim Perkins, Assistant Chief Field Operations South	<a href="mailto:timperkins@ocfa.org">timperkins@ocfa.org</a>	714.522.2113
Julie Samaniego, Construction & Facilities Division Manager, Logistics Department	<a href="mailto:juliesamaniego@ocra.org">juliesamaniego@ocra.org</a>	949.573.6471

#### **Summary**

This agenda item is submitted for Executive Committee approval and authorization of a property license agreement with the County of Orange for temporary use of the Santiago Canyon Landfill site for the storage of heavy equipment for purposes of wildfire preparedness.

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

None.

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

Approve and authorize the Construction and Facilities Division Manager to execute a license agreement with the County of Orange for temporary use of the Santiago Canyon Landfill site for the storage of heavy equipment.

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

None.

#### **Fiscal Impact**

The lease agreement rental amount is \$0 annually.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

#### **Background**

The purpose of this agreement is to permit the temporary storage of OCFA heavy equipment at the Santiago Canyon Landfill site for purposes of wildfire preparedness for the landfill and surrounding community. The agreement term is through June 30, 2027, which may be extended by mutual agreement of the parties. Currently, the License Fee has been waived in exchange for OCFA's support of the Orange County Waste and Recycling (OCWR) program by providing services, labor, and or equipment at a time both parties agree to. Annually or as agreed upon, OCWR and OCFA will agree upon a scope of work to provide fuels mitigation, road grading and/or general heavy equipment work to OCWR properties, in exchange for the use of the Santiago Landfill site. The OCFA is responsible for any costs incurred by the County arising out of OCFA's use of property, for which none are anticipated.

**Attachment(s)**

License agreement with the County of Orange for temporary heavy equipment storage at Santiago Canyon Landfill.

LICENSE AGREEMENT  
FOR TEMPORARY HEAVY EQUIPMENT STORAGE  
AT THE SANTIAGO CANYON LANDFILL

THIS LICENSE AGREEMENT (“**License**”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2024, (“**Effective Date**”), by and between ORANGE COUNTY FIRE AUTHORITY (hereinafter referred to as "**LICENSEE**") and COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**COUNTY**”), without regard to number and gender. COUNTY and LICENSEE may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

**RECITALS**

WHEREAS, the closed Santiago Canyon Landfill (APN 105-361-02) located at 3099 Santiago Canyon Road east of the intersection of the SR 261 and Sr 241 (“**Landfill**”), which is owned by COUNTY and operated by OC Waste & Recycling (“**OCWR**”), was established by COUNTY to meet the solid waste disposal needs of Orange County; and

WHEREAS, LICENSEE has informed COUNTY of its need for a temporary storage yard for heavy equipment storage owned and operated by the LICENSEE; and

WHEREAS, COUNTY has unused space at the Landfill that it is willing to allow LICENSEE to use on a temporary basis; and

WHEREAS, LICENSEE desires to use a portion of an approximately 1.49-acre area located at the Landfill, depicted in EXHIBIT "A", (the “**License Areas**” and sometimes referred to as “**Heavy Equipment Storage Areas**”), which exhibits are attached hereto and by this reference made a part hereof, to fulfill the LICENSEE’s need for the aforementioned temporary storage of heavy equipment, which is described in more detail in Clause 3 (USE) below; and

WHEREAS, it is to the public’s benefit to allow LICENSEE to temporarily store heavy equipment in the License Area enabling LICENSEE to consolidate its heavy equipment in a centrally located area, thereby making the equipment more efficiently deployable for routine OCFA operations and during fires and other emergencies, until LICENSEE completes construction of its permanent storage facility.

WHEREAS, COUNTY desires to grant LICENSEE the necessary approval to engage in the activities described in Clause 3 (USE) below upon the Heavy Equipment Storage Area, subject to LICENSEE obtaining the required approvals that are detailed throughout this License.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the above recitals which are hereby incorporated into this License by this reference; and the promises and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

### **1. DEFINITIONS (SRLic-1.0 S)**

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

**“Best Management Practices”** means a technique, measure or structural control that is used for a given set of conditions to manage the quantity and improve the quality of the storm water runoff in a cost-effective manner.

**“Board of Supervisors”** means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

**“CEO/Office of Risk Management”** means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

**“Chief Real Estate Officer”** means the Chief Real Estate Officer, County Executive Office, Real Estate Services, County of Orange, or upon written notice to LICENSEE, such other person as shall be designated by the County Executive Officer.

**“County Executive Officer”** means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Board of Supervisors.

**“Director”** means Director, OC Waste & Recycling of the County of Orange or designee, or upon written notice to LICENSEE, of such other person or entity as shall be designated by County Executive Officer or Board of Supervisors.

**"OC Waste & Recycling"** or OCWR means COUNTY's OC Waste & Recycling department, or upon written notice to LICENSEE, such other person or entity as shall be designated by County Executive Officer or Board of Supervisors.

**“Santiago Landfill”** or Landfill shall mean Santiago Landfill located at 3099 Santiago Canyon Road which includes the License Areas that are located within the Landfill.

### **2. LICENSE AREA (SRLic-1.1 N)**

COUNTY grants to LICENSEE the non-exclusive right to use two certain areas of Landfill property, hereinafter referred to as the “License Areas” (containing approximately 1.03 and .46 acres)) which areas are depicted in EXHIBIT “A”, and sometimes referred as Heavy Equipment Storage Areas. Collectively the License Areas consist of approximately 1.49 acres of Landfill property at 3099 Santiago Canyon Road east of the intersection of the SR 261 and Sr 241.

LICENSEE's right to use the License Areas shall also include reasonable and non-exclusive access for ingress and egress to the License Areas.

### 3. USE (SRLic-1.2 N)

LICENSEE's use of the License Areas shall include the right to allow its officers, agents, employees, contractors and subcontractors acting on behalf of LICENSEE to perform the following authorized activities within the License Areas:

- LICENSEE is authorized to prepare the License Areas to receive and store heavy equipment, subject to LICENSEE obtaining all required COUNTY approvals. If LICENSEE deems it necessary to make additional improvements upon the License Areas, including but not limited to, installing additional fencing, additional lighting, additional security and/or alarms, LICENSEE shall first have the construction plans for making such improvements approved in writing by Director through the OC Public Works ("OCPW") County property encroachment permit process and LICENSEE shall obtain a County Property Permit ("CPP") prior to beginning such improvement work, with payment of all normal CPP processing fees made. LICENSEE's application for a CPP can be made by calling the CPP counter at (714) 667-8888.
- LICENSEE shall provide evidence of adequate insurance coverage prior to commencement of any improvement work in, on, over, upon or across the License Areas. LICENSEE agrees to notify Director in writing fourteen (14) days in advance of such planned activities. LICENSEE shall also immediately notify Director in writing at the completion of such planned activities to allow Director to inspect and give final approval of the completed improvements to ensure compliance with LICENSEE's submitted construction plans.
- LICENSEE's improvements upon the License Areas at LICENSEE sole cost may include, but are not limited to, minor grading for earthen access ramp, creating a level usable surface pad, and adding proper drainage. Temporary surface area improvements include, but are not limited to, gravel base for inventory parking area and access ramp, security fencing, and minor directional signage for delivery personnel.
- During the LICENSEE's storing of heavy equipment upon the License Areas the LICENSEE's authorized activities shall have access: transporting, dropping-off and picking-up of heavy equipment during all hours. Under no circumstance shall LICENSEE allow any of its employees, and contractors, to enter outside of the License Areas within the Landfill or enter outside of the License Areas' normal ingress and egress access ways, unless written approval has been provided by COUNTY.
- To allow LICENSEE to access through the authorized entrance gate of the License Areas, LICENSEE shall install COUNTY approved lock upon the entrance gate.
  - In the event of an emergency that requires LICENSEE's immediate access to the heavy machine equipment and results in damage such as breaking the gate or cutting the fence or any other damage caused by LICENSEE in an urgent effort to reach its equipment, LICENSEE will be responsible for payment of all repair costs as determined by the Director.
- LICENSEE shall be responsible for and pay directly to COUNTY the Additional Labor Fee billed by COUNTY to LICENSEE for labor costs incurred, if any, for landfill staff to

come to the License Areas to resolve any issues affecting License Areas during off regular landfill operating hours, which LICENSEE authorized off regular landfill operating hours are defined as M-Sat 5pm-8pm, Sun 1pm-7pm, and COUNTY Holidays 8am-7pm. The cost of the Additional Labor Fee billed, if any, by COUNTY by separate invoice shall be paid promptly by LICENSEE as a payment apart from the monthly License Fee due and shall be computed at the hourly rate specified in EXHIBIT “C” for “Additional Labor Fee for Off Hours Landfill Staff Time”. For off hours assistance LICENSEE shall call COUNTY at (949) 429-9859.

- If anytime during the Term of this License COUNTY and LICENSEE mutually agree that additional security measures are necessary to be implemented at the License Areas such as, but not limited to, constructing additional fencing and lighting, installing security cameras and alarms, or hiring a security guard service, the LICENSEE shall bear the sole cost for adding those additional security measures.

#### **4. SPECIAL CONDITIONS AND PROHIBITED ACTIVITIES**

At no time shall LICENSEE conduct vehicle and/or equipment repairs and/or maintenance while on property or within the License Areas. LICENSEE shall utilize all best management practices (BMP’s) (Exhibit B) during the terms of the agreement as noted in Section 24. All equipment shall have oil catch devises in place and no oil and or vehicle liquids shall be spilled onsite. If oil or hazardous waste spills occur, they shall be cleaned per COUNTY approval utilizing approved BMP’s. All hazardous materials shall be properly stored within the vehicles and/or equipment and shall not be stored separately.

#### **5. COUNTY’S USE RESERVATIONS AND RIGHT OF ENTRY (SRLic-1.3 S)**

COUNTY reserves the right from time to time, without unreasonable interference to LICENSEE’s rights under this License, to access and utilize, the License Area for COUNTY use, as well as to confirm that LICENSEE is utilizing the License Area consistent with those uses articulated in this License. LICENSEE shall cooperate with COUNTY during COUNTY’s access and use of the License Area as permitted under this Clause 5. COUNTY shall make best efforts to notify LICENSEE prior to accessing and/or using the License Area.

#### **6. TERM (SRLic-1.6 S)**

Following the execution of this License by the County of Orange Chief Real Estate Officer, this License shall commence \_\_\_\_\_, 2024 (“**Commencement Date**”) and terminate June 30, 2027 (“**Term**”). Said License also may be terminated as provided below in Clause 9 (TERMINATION). The Term of this License also may be extended by mutual agreement as provided below in Clause 7 (EXTENSIONS).

#### **7. EXTENSIONS (N)**

The Term of this License may be extended by mutual agreement of the Parties hereto. Any request for extension must be in writing, shall state the requested extension period, and be forwarded to Director or Designee via email, Express or Certified U.S. Postal Service, personal delivery, by courier or by overnight delivery service and addressed as provided herein below in Clause 48

(NOTICES) not less than thirty (30) days prior to expiration of the Term of this License. Approval of such request shall be deemed denied unless, in Director's sole discretion, Director provides LICENSEE with written approval of the requested extension within fifteen (15) days of receipt of the request to extend, which approval shall not be unreasonably withheld.

LICENSEE agrees that any extension(s) granted will be for a minimum of one (1) month period(s), per extension. LICENSEE agrees to pay COUNTY the same License Fee per month as agreed in the Clause 10 (LICENSE FEE) below for any approved extension period. If there is a payment due, payment shall be in lawful money of the United States of America, without offset or deductions or prior notice or demand and delivered to COUNTY at the address provided in Clause 13 (PAYMENT PROCEDURE) below.

## **8. HOLDING OVER (N)**

In the event LICENSEE shall continue in possession of the License Areas after the Term and/or any extension of this License, such possession shall not be considered a renewal of this License but a license from month to month and shall be governed by the conditions and covenants contained in this License however, in no event shall the total term of this License exceed 10 years from the Effective Date.

## **9. TERMINATION (SRLic-1.7 S)**

This License shall be revocable by either COUNTY or LICENSEE at any time, during the Term, with thirty (30) days written notice to the other Party. In the event either Party terminates this License, LICENSEE shall promptly remove all LICENSEE's equipment, fixtures, belongings from the License Area by the termination date as notified in writing or by such reasonable time as may be designated by the Parties hereto and return the License Area to its original condition unless otherwise excepted in writing by COUNTY. In the event COUNTY terminates this License prior to completion of the Term, COUNTY shall allow a reasonable amount of time for LICENSEE to remove their heavy equipment, however, not to exceed 60 days from the date of the notice of termination.

## **10. LICENSE FEE (SRLic-1.8 N)**

During the Term of this License beginning on the Commencement Date and every month thereafter while License is in effect, LICENSEE shall agree to pay COUNTY the established monthly fee ("**License Fee**") for use of the License Areas in the manner provided in Clause 3 (USE) above. Currently the License Fee has been waived in exchange for LICENSEE's agreement to support Orange County Waste and Recycling (OCWR) by providing services, labor, and or equipment at a time both parties agree to and at no cost to COUNTY and/or OCWR.

If LICENSEE no longer provides support to OCWR, the PARTIES agree to amend the agreement and establish a negotiated License Fee. . In the event the initial License Fee begins on a day other than the first day of the month, the initial License Fee shall be prorated to reflect the actual period of use based on a thirty (30) day month. The License Fee for the partial calendar month during

which this License becomes effective will be payable on the first day of the next calendar month (along with the License Fee due and payable on that date).

#### **11. LICENSEE TO PAY COST FOR DAMAGE**

LICENSEE shall be responsible for the full cost of damage caused to Landfill or License Area by LICENSEE's representatives, employees, or agents.

#### **12. ONE-TIME SITE PREPARATION COST (N)**

In addition to the License Fee specified in Clause 10 (LICENSE FEE) above of this License, If the LICENSEE wishes for the COUNTY to prepare the License Areas in any way, the LICENSEE shall also pay COUNTY the total cost the COUNTY incurred for preparing the License Areas for LICENSEE's use (hereinafter referred as "**One-Time Site Preparation Cost**"). The COUNTY shall supply estimates to the LICENSEE's for approval of the One-Time Site Preparation Cost for the License Areas, prior to commencing such work.

#### **13. PAYMENT PROCEDURE (SRLic-1.9 S)**

All monthly License Fee due or other monies owed under this License shall be delivered and/or mailed to OC Waste & Recycling (OCWR), Accounts Receivable, 601 N Ross Street, 5<sup>th</sup> Floor, Santa Ana, CA 92701. Director may change the designated place of payment at any time upon at least thirty (30) days' advance written notice to LICENSEE. License Fee payment may be made by check payable to the County of Orange. Upon agreement of the Parties, LICENSEE may pay License Fee payment by electronic funds transfer, and in such event, OC Waste & Recycling agrees to provide to LICENSEE any bank routing information required for such purpose upon request of LICENSEE. LICENSEE assume all risk of loss if payments are made by mail. No payment by LICENSEE or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of the amount due or pursue any other remedy under this License.

#### **14. CHARGE FOR LATE PAYMENT (SRLic-2.0 S)**

If fees are imposed, LICENSEE hereby acknowledge that the late payment of LICENSEE's share of the monthly License Fee due hereunder will cause COUNTY to incur costs not contemplated by this License, the exact amount of which will be difficult to ascertain. Such costs include, but are not limited to, costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, a ten (10) day grace period ending on the 10th day of each month is granted each LICENSEE for payment of monthly License Fee due on the first of each month. If any payment of monthly License Fee as specified in Clause 10 (LICENSE FEE) above is not received by COUNTY by the due date or by the end of the grace period, a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus one hundred dollars (\$100) shall be added to the payment, and



the total sum shall become immediately due and payable to COUNTY. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid, but the total late charges applicable to any single monthly License Fee shall not exceed \$1,000. If any payment due date falls on a Saturday, Sunday, or COUNTY legal holiday, the due date shall be extended to the next County business day, notwithstanding any other provisions of this License.

LICENSEE and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that COUNTY will incur by reason of LICENSEE's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by COUNTY shall in no event constitute a waiver of LICENSEE's default with respect to such overdue payment, or prevent COUNTY from exercising any of COUNTY's rights and remedies granted hereunder including, but not limited to, immediate termination of this License, provided however, prior to COUNTY exercising its rights and remedies as provided herein, including COUNTY's right to terminate this License, COUNTY shall give notice to LICENSEE of LICENSEE's failure to make any payments due under this License and LICENSEE shall have thirty (30) days after receipt of COUNTY's notice to cure such failure to pay such unpaid amounts.

#### **15. MAINTENANCE OBLIGATIONS OF LICENSEE - CONDITIONS AND CARE OF LICENSE AREA (SRLic-2.2 S)**

LICENSEE shall keep the License Area reasonably clean and in good repair during any time which LICENSEE, its agents, employees, invitees or permittees use the License Area at its sole cost and expense. Except as otherwise expressly set forth in this License, LICENSEE shall be responsible for all costs relating to the operation and maintenance of the License Area.

#### **16. UTILITIES AND JANITORIAL (SRLic-2.3 N)**

If LICENSEE desires to have any utilities installed upon the License Area, LICENSEE shall be responsible for all charges for utilities, at actual cost, that are provided to LICENSEE for their use within the License Area, such as: water, gas, electric, lighting, sewer, and/or any other utilities-related costs not listed here. If LICENSEE desires to have any of the aforementioned utilities installed, LICENSEE shall have the construction plans for any utilities installation work approved in writing by Director through the OC Public Works ("OCPW") County property encroachment permit process and LICENSEE shall obtain a CPP any such utilities installation activities with payment of normal processing fees therefor prior to commencement of such utilities work in, on or about the License Area. LICENSEE's application for a CPP can be made by calling CPP counter at (714) 667-8888. LICENSEE shall provide evidence of adequate insurance coverage prior to commencement of the utilities installation work in, on, over, upon or across the License Area. LICENSEE agree to notify Director in writing fourteen (14) days in advance of such planned activities. LICENSEE shall also immediately notify Director in writing at the completion of such work to allow Director to inspect and give final approval of the installed utilities to ensure compliance with LICENSEE's submitted construction plans.

LICENSEE shall adhere to the following requirements upon LICENSEE using utilities, if any, in the License Area or upon LICENSEE completing the installation of any LICENSEE's utilities in

the License Area:

- LICENSEE shall be responsible for and pay directly to the utility company and/or COUNTY, whichever is applicable, any and all costs for utilities that are supplied for LICENSEE's use in the License Area, prior to any delinquency date.
- Should the COUNTY provide water utility to LICENSEE and the source of water utility is via COUNTY water truck, LICENSEE shall pay COUNTY the actual cost of water usage as invoiced by COUNTY.
- Should the COUNTY be the source of water utility or electric utility provided to LICENSEE by meter, LICENSEE shall install a separate water meter or separate electric meter, as applicable, to track usage.
- LICENSEE shall not sub-meter or connect to any COUNTY utility or any such meter(s) without COUNTY's prior written permission.
- LICENSEE's water or electric usage as shown on the respective meters, if applicable, shall be read by COUNTY or by LICENSEE, on a monthly basis. If done by LICENSEE, LICENSEE agree to be subject to verification and/or audit by COUNTY from time to time as deemed necessary.
- The cost of utilities used by LICENSEE that are owed to COUNTY shall be paid by LICENSEE to COUNTY on a monthly basis, as a payment separate from the monthly License Fee due and shall be computed at the then-current public utility rate.

#### **17. CONSTRUCTION AND/OR ALTERATION BY LICENSEE (SRLic-2.4 S)**

COUNTY's Consent. No structures, improvements, facilities, or lighting shall be constructed, erected, altered, or made within the License Area without prior written consent of COUNTY; provided, however, that LICENSEE shall be permitted to: (i) construct, erect, and maintain fencing to secure the License Area, and (ii) construct, erect, place, and maintain temporary construction equipment, construction materials, and supplies within the License Area including, but not limited to, construction equipment, vehicle parking, recycle bins, trash dumpster, office trailers, storage containers, temporary fencing materials, traffic cones and other traffic control devices, and portable toilets with containment and hand washing facilities. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the COUNTY as a condition to granting such consent, shall be conditions hereof as though originally stated herein.

Strict Compliance with Plans and Specifications. All improvements constructed by LICENSEE within the License Area shall be constructed in strict compliance with detailed plans and specifications approved by COUNTY and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, and Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of COUNTY.

#### **18. OWNERSHIP OF IMPROVEMENTS (SRLic-2.5 N)**

The rights granted under this License expressly prohibit the construction or placement of any improvements or structures within the License Area that are considered permanent in nature, unless LICENSEE has obtained the prior written consent of COUNTY, or such improvements or structures

are expressly allowed pursuant to Clause 17 above. All work conducted in the License Area shall conform to all applicable building, fire, water quality, and sanitary laws, ordinances, and regulations, and permits, and shall be done in a good and workmanlike manner.

All improvements, exclusive of trade fixtures, constructed or placed within the License Area by LICENSEE (“**Licensee Improvements**”) must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at COUNTY’s option shall be the property of COUNTY at the termination of this License. COUNTY retains the right to require LICENSEE, at LICENSEE’s cost, to remove all of Licensee Improvements located on the License Area at the expiration of the License or within sixty (60) days after the earlier termination thereof. In the event that LICENSEE fails to remove said Licensee Improvements within sixty (60) days after written notice from the COUNTY of termination of the License or within fifteen (15) days following expiration of the License and receipt of written notice from COUNTY to do so, such Licensee Improvements will be deemed abandoned and LICENSEE shall lose all right, title and interest in and thereto, and COUNTY may elect (i) at LICENSEE’s cost, to remove, demolish, or otherwise dispose of some or all of such items or (ii) sell or make use of any or all such items.

LICENSEE shall follow the requirements of Clause 10 (LICENSE FEE) and be obligated to pay License Fee until Licensee Improvements have been removed from the License Areas.

#### **19. MECHANICS LIENS OR STOP-NOTICES (SRLic-2.6 S)**

Subject to the provisions in Clause 22 (INDEMNIFICATION) below, LICENSEE shall at all times indemnify, defend with counsel approved in writing by COUNTY and save COUNTY harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the License Areas, and from the cost of defending against such claims, including attorneys’ fees and costs.

In the event a lien or stop-notice is imposed upon the License Areas as a result of such construction, repair, alteration, or installation, LICENSEE shall either:

- A. Record a valid Release of Lien or commence to record and diligently pursue to completion, or
- B. Procure and record a bond in accordance with Division 4, Part 6, Title 2 of the Civil Code, which frees the License Areas from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should LICENSEE fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, or in the event LICENSEE is diligently pursuing to completion at the end of the 15-day period, within thirty (30) days after filing of the lien or stop-notice, then the License shall be in default and shall be subject to immediate termination.

## **20. OPERATIONAL REQUIREMENTS OF LICENSEE (SRLic-2.7 S)**

LICENSEE shall, to the satisfaction of COUNTY, keep and maintain the License Areas and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be LICENSEE's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair.

LICENSEE expressly agrees to use reasonable efforts to maintain the License Areas in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of COUNTY and in compliance with all applicable laws. LICENSEE further agrees to provide approved containers for trash and garbage and to keep the License Areas reasonably free and clear of rubbish and litter. COUNTY shall have the right to enter upon and inspect the License Areas at any time to verify conformity with any terms and conditions of this License including cleanliness and safety.

LICENSEE shall, to the satisfaction of COUNTY, enforce the following safety rules within the License Areas; 1) The maximum speed limit within the License Areas is 15 miles per hour, 2) Smoking is prohibited within the License Areas, 3) Heavy Equipment maintenance activities are prohibited within the License Areas, and 4) All persons within the License Areas must wear, at minimum, the following personal protective equipment: high visibility vest, and closed-toe shoes. COUNTY shall have the right to enter upon and inspect the License Areas at any time to verify conformity with these safety rules.

LICENSEE shall, to the satisfaction of COUNTY, operate in compliance with all public health orders and recommendations, including Local County Health Officer Orders and Recommendations on COVID-19.

LICENSEE shall, to the satisfaction of COUNTY, conspicuously post the name and 24-hour contact information of the LICENSEE's designated on-site representative at each entrance to the License Areas. The on-site representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, safety, and general order of the License Areas.

LICENSEE shall participate in a Job Site Safety Analysis (JSSA) kickoff meeting with the COUNTY before any work or occupancy of the License Areas begins. The JSSA is a briefing required to orient the LICENSEE to general hazards at landfill facilities, identify COUNTY expectations for safety, review emergency notification capabilities, and identify any LICENSEE activities that may pose a hazard to COUNTY employees, customers, and other contractors. For JSSA assistance LICENSEE shall call COUNTY at (949) 429-9859.

If LICENSEE fails to maintain adherence to the foregoing requirements or make repairs or replacements as required herein, COUNTY may notify LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within five (5) business days after receiving written notice from COUNTY (or fail to commence correction if such correction cannot be reasonably completed within such time period), COUNTY may make or cause to be made the necessary correction, and the cost thereof including, but not limited to, the cost of labor, materials, and equipment and administration, shall be paid by LICENSEE within ten (10) days of receipt of a statement of said cost.

from COUNTY. COUNTY may, at COUNTY's option, choose other remedies available herein, or by law.

Upon expiration or termination of the License, the License Area must be returned to as near as practicable its original condition, unless otherwise specified in writing by COUNTY, and LICENSEE is solely responsible for any costs or damages.

## **21. INSURANCE (SRLic-2.8 S)**

LICENSEE agrees to purchase all required insurance at LICENSEE's expense, and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the COUNTY. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The COUNTY will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the COUNTY reinstates the License.

If LICENSEE fails to provide COUNTY with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agrees that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as Director is provided with adequate evidence of insurance required herein.

LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

LICENSEE may occupy the License Area only upon providing to COUNTY the required insurance stated herein and maintain such insurance for the entire term of this License. COUNTY reserves the right to terminate this License at any time LICENSEE's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. LICENSEE shall pay COUNTY a fee of two hundred dollars (\$200.00) for processing the reinstatement of the License. LICENSEE shall provide to COUNTY immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by COUNTY from the LICENSEE under this License. It is the obligation of the LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If LICENSEE is self-insured, LICENSEE, in addition to, and without limitation of, any other indemnity provision(s) in this License, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from LICENSEE, its agents, employee's or subcontractor's performance of this agreement, LICENSEE shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) LICENSEE's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the LICENSEE's SIR provision shall be interpreted as though the LICENSEE were the insurer and COUNTY was the insured.

If LICENSEE fails to maintain insurance acceptable to COUNTY for the full term of this License, the COUNTY may terminate this License.

#### **Qualified Insurer (Applicable if insurance is involved)**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

### **Required Endorsements Unless Licensee is Self-Insured**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, agents*** as Additional Insureds. Blanket coverage may also be provided which will state- ***As Required By Written Agreement.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the LICENSEE's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees.*** Blanket coverage may also be provided which will state- ***As Required By Written Agreement.***

All insurance policies required by this License shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

LICENSEE shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the License, upon which COUNTY may suspend or terminate this License.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a “separation of insureds” clause (standard in the ISO CG 001 policy).

Insurance certificates and any required endorsements should be forwarded to COUNTY’s address provided in the Clause 48 (NOTICES) below or to an alternate address provided by Director. Insurance certificates, endorsements and any renewals shall also be emailed to: [insurance.ceore@ocgov.com](mailto:insurance.ceore@ocgov.com). LICENSEE has ten (10) business days to provide adequate evidence of insurance, or this License may be cancelled.

COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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

The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

## **22. INDEMNIFICATION (SRLic-2.9 S)**

LICENSEE hereby agrees to indemnify, hold harmless, and defend, COUNTY, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board (“County Indemnitees), with counsel approved by COUNTY, against any and all claims, loss, demands, damages, costs, expenses, liability, or regulatory violation arising out of the ownership, maintenance, or use of the License Area (“**Claims**”), except for liability arising out of, or in connection with the gross negligence or willful misconduct of COUNTY or County Indemnitees, including the cost of defense of any lawsuit arising therefrom.

In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall represent COUNTY, with counsel approved by COUNTY, in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event LICENSEE shall pay the COUNTY’s litigation costs, expenses, and attorneys’ fees. In the event judgment is entered against COUNTY and LICENSEE because of the concurrent negligence of COUNTY and LICENSEE, their officers, agents, or employees, an apportionment of liability to pay such judgment



shall be made by a court of competent jurisdiction Neither Party shall request a jury apportionment.

### **23. HAZARDOUS MATERIALS (SRLic-3.0 S)**

Definition of Hazardous Materials. For purposes of this License, the term “**Hazardous Material**” or “**Hazardous Materials**” shall mean any hazardous or toxic substance, material, product, byproduct, or waste, which is or shall become regulated by any governmental entity, including, without limitation, the County acting in its governmental capacity, the State of California or the United States government.

Use of Hazardous Materials. LICENSEE or LICENSEE’s employees, agents, independent contractors or invitees (collectively “**Licensee Parties**”) shall not cause or knowingly permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the License Area (which for purposes of this Clause 23 shall include the subsurface soil and ground water). Notwithstanding the foregoing, LICENSEE may keep on or about the License Area small quantities of Hazardous Materials that are customarily used in connection with any permitted use of the License Area under this License (which Hazardous Materials shall be used and disposed of in compliance with all applicable Laws).

LICENSEE’s Obligations. If the presence of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or Licensee Parties results in (i) injury to any person, (ii) injury to or contamination of the License Area (or a portion thereof), or (iii) injury to or contamination of any adjacent real or personal property, LICENSEE, at its sole cost and expense, shall promptly take all actions reasonably necessary or appropriate to return the License Area to as near as practicable the condition existing prior to the introduction of such Hazardous Materials to the License Area and to use reasonable efforts to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of COUNTY under this License, LICENSEE shall pay the cost of any cleanup or remedial work performed on, under, or about the License Area as required by this License or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by LICENSEE or Licensee Parties. Notwithstanding the foregoing, LICENSEE shall use reasonable efforts not to take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or Licensee Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of Director. All work performed or caused to be performed by LICENSEE as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, and other requirements for such work reasonably approved by COUNTY.

### **24. BEST MANAGEMENT PRACTICES (SRLic-3.1 S)**

LICENSEE and all of its agents, employees and contractors shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems (“**Stormwater Drainage System**”), and to ensure that pollutants do not directly impact “**Receiving Waters**” (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits (“**Stormwater Permits**”) to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as “**County Parties**”) which regulate the discharge of urban runoff from areas within the County of Orange, including the License Areas and Access Area under this License. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (“**DAMP**”) which includes a Local Implementation Plan (“**LIP**”) for each jurisdiction that contains Best Management Practices (“**BMPs**”) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of storm water runoff in a cost-effective manner. These BMPs are found within the County’s LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “**BMP Fact Sheets**”) and contain pollution prevention and source control techniques to eliminate non-storm water discharges and minimize the impact of pollutants on Stormwater runoff.

BMP Fact Sheets that apply to uses authorized under this License include the BMP Fact Sheets that are attached hereto and by reference made a part hereof as EXHIBIT “B”. These BMP Fact Sheets may be modified during the term of the License; and the Director of Orange County Public Works or Director shall provide LICENSEE with any such modified BMP Fact Sheets. LICENSEE, agents, contractors, representatives and employees and all persons authorized by LICENSEE to conduct activities on the License Area and Access Area shall, throughout the term of this License, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this License commences or as the Stormwater Permits may be modified. The BMPs applicable to uses authorized under this License must be performed as described within all applicable BMP Fact Sheets.

LICENSEE may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Director of Orange County Public Works or Director for review and approval prior to implementation.

Director or authorized representative may enter the License Area and Access Area and with 3 days’ notice review LICENSEE’s records to assure that activities conducted on the License Area and Access Area comply with the requirements of this Clause 24 (BEST MANAGEMENT PRACTICES). LICENSEE may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this Clause 24.

LICENSEE shall be responsible for all Regulatory fines, penalties and/or cleanup costs associated with the rights granted to LICENSEE under this License.

## **25. WATER QUALITY MANAGEMENT PLAN (SRLic-3.2 S)**

While the LICENSEE is permitted to use the existing sewer and drainage system within the License Area and Access Area for outflows permitted under applicable law, COUNTY reserves the right to require LICENSEE to participate in a water quality management plan to minimize impacts on Harbor and ocean waters. Said water quality management plan shall be implemented by the Director of Orange County Public Works or Director. Notwithstanding the foregoing, if COUNTY require LICENSEE to participate in a Harbor-wide water quality management plan, the equitable share of the costs associated therewith which are allocated to the License Area and Access Area shall be amortized over the useful life of any water, drainage, sewer, or other improvements to be constructed pursuant thereto, and LICENSEE shall be responsible only for the portion of such amortized costs which relate to the remaining term of the License including any options for extended terms of the License whether or not such options have yet been exercised.

## **26. LIMITATION OF THE LICENSE (SRLic-3.3 S)**

This License and the rights and privileges granted to the LICENSEE in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the License Area. Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to LICENSEE of rights in the License Area that exceed those owned by COUNTY, or any representation or warranty, either express or implied, relating to the nature or condition of the License Area or COUNTY's interest therein. LICENSEE has accepted the License Area in its "as is" / "where is" condition.

## **27. UNLAWFUL USE (SRLic-3.4 S)**

LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or therefrom, in violation of the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

Further, all uses of the License Area by LICENSEE shall be conducted in accordance with all applicable law, ordinance, or regulation including, but not limited to, any "**Environmental Laws.**" Environmental Laws means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

## **28. RESERVATIONS TO COUNTY (SRLic-3.5 S)**

The License Area is accepted as is and where is by LICENSEE, subject to any and all existing easements, encumbrances and physical characteristics. LICENSEE acknowledges that except as

specifically herein provided, neither COUNTY nor any of its employees, agents, or representatives has made any representations, warranties or agreements to or with LICENSEE on behalf of COUNTY as to any matters concerning the License Area, access to the License Area, the present use thereof, or the suitability of LICENSEE's intended use of the License Area. Without limiting COUNTY's rights with respect to the License Area, COUNTY reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under, and along the License Area or any part thereof, and to enter the License Area for any and all such purposes. COUNTY also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, under, and along any and all portions of the License Area. No right reserved by COUNTY in this Clause 28 shall be so exercised as to interfere unreasonably with LICENSEE's use of the License Area or any of LICENSEE's rights under this License.

## **29. NO ASSIGNMENT, SUBAGREEMENTS (SRLic-3.6 S)**

The License granted hereby is personal to LICENSEE and any assignment of said License by LICENSEE, voluntarily or by operation of law, shall automatically terminate the License granted hereby, unless such assignment is agreed to by COUNTY in writing; provided, however, that LICENSEE shall be permitted to assign the License to any subsidiary or affiliate without the prior written consent of COUNTY. Sublicenses or subleases are not authorized under this License and any attempt by LICENSEE to create any such sublicense or sublease without the prior written consent of COUNTY shall be null and void and shall automatically terminate the License; provided, however, that LICENSEE shall be permitted to enter into a sublicense or sublease without the prior written consent of COUNTY.

## **30. SIGNS (SRLic-4.0 S)**

LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area except as approved by Director. Unapproved signs, banners, flags, etc., may be removed.

## **31. AUTHORITY (SRLic-4.1 S)**

The persons executing the License below on behalf of COUNTY or LICENSEE warrants that they have the power and authority to bind COUNTY or LICENSEE to this License.

## **32. LICENSE ORGANIZATION (SRLic-4.2 S)**

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

## **33. AMENDMENTS (SRLic-4.3 S)**

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

#### **34. PARTIAL INVALIDITY (SRLic-4.4 S)**

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### **35. WAIVER OF RIGHTS (SRLic-4.5 S)**

The failure of LICENSEE or COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that LICENSEE or COUNTY may have, and shall not be deemed a waiver of the right or act as a legal bar to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

#### **36. GOVERNING LAW AND VENUE (SRLic-4.6 S)**

This agreement 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 agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

#### **37. ATTORNEYS' FEES (SRLic-4.7 S)**

In the event of a dispute between COUNTY and LICENSEE concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

#### **38. TIME OF ESSENCE (SRLic-4.8 S)**

Time is of the essence of this License agreement. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

#### **39. INSPECTION (SRLic-4.9 S)**

COUNTY or its authorized representative shall have the right at all reasonable times, and without unreasonable interference to LICENSEE's rights under this License, to inspect the operation to determine if the provisions of this License are being complied with.

#### **40. INSPECTION OF LICENSE AREA BY A CERTIFIED ACCESS SPECIALIST (SRLic-5.0 S)**

A Certified Access Specialist (CAsp) can inspect the subject License Area and determine whether the subject License Area comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject License Area, the commercial property owner or COUNTY may not prohibit the LICENSEE or tenant from obtaining a CAsp inspection of the subject License Area for the occupancy or potential occupancy of

LICENSEE, if requested by LICENSEE. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the License Area.

Pursuant to California Civil Code 1938, County hereby represents that the License Area has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. If it is determined during this tenancy that a violation of handicapped access laws (including the Americans with Disabilities Act) exists at the License Area, County shall correct such non-compliance at COUNTY's cost.

#### **41. PERMITS AND LICENSES (SRLic-5.1 S)**

LICENSEE shall be required to obtain and maintain throughout the Term of this License any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a Party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

#### **42. PAYMENT CARD COMPLIANCE (SRLic-5.2 S)**

Should LICENSEE conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, LICENSEE covenants and warrants that it is currently Payment Card Industry Data Security Standard ("PCI DSS") and Payment Application Data Security Standard ("PA DSS") compliant and will remain compliant during the entire duration of this License. LICENSEE agrees to notify COUNTY as soon as reasonably practicable in the event LICENSEE should ever become non-compliant and will take all steps reasonably necessary to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

#### **43. NONDISCRIMINATION (SRLic-5.3 S)**

LICENSEE agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this License. LICENSEE shall make its accommodations and services available to the public on fair and reasonable terms.

#### **44. CONDITION OF LICENSE AREA UPON TERMINATION (SRLic-5.4 N)**

On or before the termination date of this License, LICENSEE shall restore possession of the License Area to COUNTY in substantially the same condition that existed immediately prior to LICENSEE's first entry thereon, reasonable wear and tear, flood, earthquakes, or any act of war excepted. LICENSEE shall remove all LICENSEE's heavy equipment inventories, equipment, fixtures, belongings from the License Area including any installed LICENSEE Utilities, at its sole cost and expense. LICENSEE shall use reasonable efforts to repair any damage to the License Area and to COUNTY's surrounding property caused by LICENSEE during such removal. Said

restoration of License Area shall also include, but not be limited to, compaction of filled excavations to a minimum of ninety percent (90%) relative to max density per ASTM 1557, and removal of trash and debris.

In the event LICENSEE fails to remove all LICENSEE's heavy equipment inventories, equipment, fixtures, belongings, and any installed LICENSEE's Utilities by the termination date of this License or such later date as provided in this License, COUNTY may remove LICENSEE's heavy equipment inventories, equipment, fixtures, belongings, and any installed LICENSEE's Utilities not so removed, at LICENSEE's sole cost and expense. Director may have the necessary removal made and the actual cost thereof including, but not limited to, the actual cost of labor, materials, and equipment and administration, shall be paid by LICENSEE to COUNTY within thirty (30) days of receipt of a statement of said cost accompanied with supporting documentation describing such costs from Director. Director may, at Director's option, choose other remedies available herein, or by law.

LICENSEE shall be fully responsible for any required environmental remediation of hazardous materials brought onto the License Area by LICENSEE at LICENSEE's sole cost and expense.

#### **45. DISPOSITION OF ABANDONED PERSONAL PROPERTY (SRLic-5.5 S)**

If LICENSEE abandons the License Area, title to any personal property belonging to LICENSEE and left on the License Area thirty (30) days after such event shall be deemed, at COUNTY's option, to have been transferred to COUNTY. After such 30-day period, COUNTY shall have the right to remove and to dispose of such personal property without liability therefor to LICENSEE or to any person claiming under LICENSEE and shall have no need to account therefor.

#### **46. PUBLIC RECORDS (SRLic-5.6 S)**

Any and all written information submitted to and/or obtained by COUNTY from LICENSEE or any other person or entity having to do with or related to this License and/or the License Area, either pursuant to this License or otherwise, at the option of COUNTY, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (Government Code Section 6250, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and LICENSEE hereby waives, for itself, its agents, employees, sublicensee, and any person claiming by, through or under LICENSEE, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold COUNTY harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by LICENSEE or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public including, without limitation, reasonable attorneys' fees and costs.

#### **47. RELATIONSHIP OF PARTIES (SRLic-5.7 S)**

The relationship of the parties hereto is that of COUNTY and LICENSEE, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of or a joint venture with LICENSEE in the conduct of LICENSEE's business or otherwise, and the

provisions of this License and the agreements relating to fees payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

**48. NOTICES (AM 7.3 S)**

Any notice, claim (other than as required pursuant to California Government Code Section 900 et seq.), request or demand required or permitted hereunder shall be in writing and shall be deemed given on the date received if delivered personally, on the date transmitted if sent by telecopy, or three days after the date mailed if sent by registered or certified mail, postage prepaid to the addresses indicated below:

TO: COUNTY

County of Orange  
OC Waste & Recycling  
601 N Ross Street, 5<sup>th</sup> Floor  
Santa Ana, CA 92701  
Ph: (714) 834-4000  
Fax: (714) 834-4183

TO: LICENSEE

Orange County Fire Authority  
1 Fire Authority  
Irvine, CA 92602  
Attn: \_\_\_\_\_

With a copy to:

County Executive Office  
400 W. Civic Center Drive, 5th Floor  
Santa Ana, CA 92701  
Attention: Chief Real Estate Officer

**49. ATTACHMENT TO LICENSE (AM7.4 S)**

This License includes the following, which are attached hereto and made a part hereof:

Exhibit "A" – Map Depiction  
Exhibit "B" – Best Management Practices

**50. RECORDING PROHIBITED (N)**

This License shall not be recorded.

*Signature page follows*



**IN WITNESS WHEREOF**, the Parties have executed this License the day and year first above written.

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

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

By: \_\_\_\_\_  
Paul Albarian, Senior Deputy

By: \_\_\_\_\_  
Thomas A. Miller  
Chief Real Estate Officer, County of Orange  
Pursuant to Resolution No.19-002 and  
Section 25537 of the Codified Ordinances of  
the County of Orange

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

RECOMMENDED FOR APPROVAL:  
OC Waste & Recycling

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

By: \_\_\_\_\_  
Thomas D. Koutroulis, Director

By: \_\_\_\_\_  
Robert Sedita, OCWR Real Estate Manager

**LICENSEE**  
ORANGE COUNTY FIRE AUTHORITY

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

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

**EXHIBIT “A”: Map Depiction Aerial Map (License Areas)**



**EXHIBIT “B”**  
**Best Management Practices (“BMPs” Fact Sheets)**

Best Management Practices can be found at: <http://ocwatersheds.com/documents/bmp> which website may change from time to time.

LICENSEE shall be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to LICENSEE’s operations at COUNTY’s property. LICENSEE is to be aware that the “BEST MANAGEMENT PRACTICES” section of this License, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this License. Although the LICENSEE’s License Area comprises a small portion of the Santiago Landfill, BMPs always apply to LICENSEE’s defined License Area and BMPs also always apply to LICENSEE whenever it conducts its business operations in any part of the landfill.

**Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at:**

<http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities> (which website may change from time to time):

- [IC3 Building Maintenance](#)
- [IC6 Contaminated or Erodible Surface Areas](#)
- [IC9 Outdoor Drainage from Indoor Areas](#)
- [IC10 Outdoor Loading/Unloading of Materials](#)
- [IC12 Outdoor Storage of Raw Materials, Products, and Containers](#)
- [IC14 Painting, Finishing, and Coatings of Vehicles, Boats, Buildings, and Equipment](#)
- [IC17 Spill Prevention and Cleanup](#)
- [IC21 Waste Handling and Disposal](#)
- [IC23 Fire Sprinkler Testing/Maintenance](#)
- [IC24 Wastewater Disposal Guidelines](#)

LICENSEE may be required to implement a County-approved Water Quality Plan at any time during the term of the License at COUNTY’s sole discretion depending upon LICENSEE’s prior approved use by COUNTY of the License Area.



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

**Executive Committee Meeting  
May 23, 2024**

**Agenda Item No. 2H  
Discussion Calendar**

### **Legislative Report**

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

Robert C. Cortez, Assistant Chief  
Business Services Department

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

714.573-6012

Olina Wibroe-Benson  
Legislative Affairs Program Manager

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

714.573.6048

#### **Summary**

This item is submitted to inform the Executive Committee of legislation that staff has identified for tracking with revised recommended bill positions.

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

At its March 20, 2024, Legislative and Public Affairs meeting, the Committee approved the Legislative Report and bill positions by a 4-1 vote.

At its March 28, 2024, Executive Committee meeting, the Committee voted to table the action due to a lack of available bill information.

At its May 15, 2024, Legislative and Public Affairs Committee meeting, the Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Director Wagner opposed to SB 1325 only, Directors Kalmick and Mallari absent).

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

Receive and file the Legislative Report and adopt the recommended bill positions in alignment with the Board-adopted Legislative Platform.

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

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

The attached Legislative Report provides an update on the State's budget deficit and other relevant legislative and budgetary activity taking place at the State and Federal level. Additionally, the report provides a matrix of bills that are of interest to the OCFA with revised bill positions based on Executive Management and State lobbyist review. Staff and our lobbyists will provide an oral report and solicit input and direction as needed from the Committee.

Regarding the revised 2024 State bill matrix with recommendations (Attachment 2), a recommended position of "support or oppose" may result in a letter to the author once adopted.

Bills identified with a recommendation to “monitor” will be tracked for additional amendments or analysis that may help clarify impacts. As bills are amended, staff will return to the committee for further discussion and direction.

**Attachment(s)**

1. State Lobbyist Report
2. 2024 Revised State Bill Matrix with Recommendations
3. Fact Sheets
4. Federal Lobbyist Report

**ATTORNEY WORK PRODUCT**  
**PRIVILEGED & CONFIDENTIAL**

**TO:** Olina Wibroe-Benson  
Orange County Fire Authority (OCFA) **VIA PDF E-MAIL**

**FROM:** John Moffatt  
Geoff Neill

**DATE:** April 29, 2024

**RE:** 2024 Legislative Report

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**State Budget Deficit**

On Monday, April 15, Governor Newsom signed [AB 106](#), which represents the early budget actions that the Legislature passed the previous week. The bill includes \$5.2 billion of borrowing and revenue solutions, \$3.6 billion of reductions, \$3.4 billion of fund shifts, \$3.1 billion of delays, and \$2.1 billion of deferrals.

These \$17.5 billion in actions, most of which are one-time in nature, will reduce the size of the budget deficit. The Legislative Analyst's Office estimated in January the deficit was \$68 billion, about \$30 billion of which is ongoing.

AB 106 also allows the Administration to suspend any one-time funding approved in the 2021, 2022, or 2023 budgets, but only after giving the Joint Legislative Budget Committee 10 days' notice. The Administration quickly sent a letter providing that notice. Instead of listing specific one-time appropriations for suspension, the letter provides criteria that will be given to state agencies and departments.

The criteria:

- The appropriation is from the General Fund.

- The appropriation is not part of the Proposition 98 Guarantee.
- The appropriation is not for a specified state capital outlay project, or an emergency-related expenditure.
- There are remaining funds that are unallocated or unencumbered from the appropriation.
- The total value of unallocated or unencumbered funds is greater than \$1 million (not including state administrative overhead costs).

Meanwhile, state revenues showed little promise of a quick recovery. February and March revenues both ran close to January estimates, but it appears that April revenue will fall almost \$6 billion short. Personal income tax payments and withholdings stayed in-line with estimates, but both high refund volume and low corporation tax payments are pulling in the other direction. March sales tax revenues were also weak.

The Governor's May Revision, due by May 14, will provide updated revenue estimates and updated budget proposals. The Legislature will have one month from that date to pass a balanced budget.

### **Recent and Upcoming Dates of Interest**

April 26 – *Deadline for fiscal bills to pass policy committee*  
May 3 – *Deadline for non-fiscal bills to pass policy committee*  
May 14 – *Governor issues May Revision budget proposals*  
May 17 – *Deadline for bills to pass fiscal committee*  
May 24 – *Deadline for bills to pass their house of origin*  
June 15 – *Deadline for Legislature to pass the Budget Bill*  
June 27 – *Deadline for ballot measures to qualify*  
July 3 – *Deadline for bills to pass 2nd house policy committees*  
July 4 – *Summer recess begins*





# OCFA 2024 State Bill Matrix

The OCFA identified over 80 bills for review since the state bill introduction deadline of February 16, 2024. Following is a list of bills identified by staff for official positions and bills we are monitoring due to their subject matter, therefore bringing awareness to the committee.

Category	Bill	Author	Title	Summary	Position
EMS	AB 1792	Rodriguez	Emergency Medical Services: Protective Equipment	Requires the Emergency Medical Services Authority to develop standards, on or before January 1, 2027, for personal protective equipment for ambulance personnel and to update the standards on or before January 1, 2032, and every 5 years thereafter.	Monitor
EMS	AB 2225	Rodriguez	Discovery: Emergency Medical Services Review Committees	Extends an exemption from discovery as evidence the proceedings and records of specified organized committees of health care professionals and review committees having the responsibility of evaluation and improvement of the quality of care, for purposes of civil proceedings only, to the proceedings and records of emergency medical services organized committees and review committees.	Support
EMS	AB 2348	Rodriguez	Emergency Medical Services	Requires the Emergency Medical Services Authority to develop planning and implementation guidelines for response times. Requires the authority to develop a statewide standard methodology for calculation and reporting by a local EMS agency (LEMSA) of response time. Requires the authority to ensure the guidelines include a list of specified standardized terminology for a LEMSAs to use when granting exemptions or when modifying original response time data.	Support
Operations & Community Safety	AB 2344	Petrie-Norris	Fire Prevention: Grant Programs: Reporting	Requires the Wildfire and Forest Resilience Task Force, on or before July 1, 2025, and annually thereafter, to compile and post on its internet website specified information regarding identified state and federal grant programs relating to fire prevention and resilience.	Support
Operations & Community Safety	AB 2408	Haney	Firefighter personal protective equipment: PFAS	AB 2408 will ensure that the moment a safe alternative is made available for making firefighter gear water resistant, PFAS will be banned from being used. Additionally, the bill directs the Occupational Safety and Health Standards Board to revise its regulations to meet the latest testing safety standard within a year after it has been updated.	Support



Operations & Community Safety	AB 2727	Emerg. Mgmt Cmte	Office of Emergency Services: Maritime Firefighting	Establishes the Maritime Firefighting Mutual Aid Program within OES for the purpose of enhancing maritime firefighting capabilities of local fire departments. Requires, upon appropriation by the Legislature, OES to conduct an all-risk maritime response capabilities assessment, as specified, and acquire and provide fire boats to local fire departments, as specified, and require the local fire departments to utilize the fire boats to enhance local, regional, and mutual aid response capabilities.	Support
Operations & Community Safety	AB 3062	Bauer- Kahan	Fire Protection Districts: Electrical Corporations	Authorizes a fire protection district to require an electrical corporation or local publicly owned electric utility to notify the district at least 24 hours before performing scheduled, nonemergency hot work, deploying a safety and infrastructure protection team, or performing a prescribed or controlled burn within the district's jurisdiction, except as provided. Subjects an electrical corporation that fails to provide that notice to a civil penalty of \$500.	Support
Operations & Community Safety	AB 3065	Garcia	Fireworks: Retail Sales	Authorizes the retail sale of certified safe and sane fireworks from 9 a.m. on a specified date to midnight of a specified date of the following year pursuant to a license issued by the State Fire Marshal, if authorized by a charter city, city, county, or city and county ordinance or resolution that may also restrict the hours of use of those fireworks.	Oppose
Operations & Community Safety	AB 3150	Quirk-Silva	Fire safety: Fire Hazard Severity Zones	Requires the State Fire Marshal to provide an opportunity for the public to review and comment on the fire hazard severity zone maps before the State Fire Marshal submits them to the local agency. Requires the State Fire Marshal to develop a process to allow for the petition for a review and potential redesignation of large areas that have undergone a significant change in conditions that would likely result in a decrease in fire hazard based on substantial evidence.	Monitor
Operations & Community Safety	AB 2330	Holden	Endangered Species: Wildfire Prep Activities	Requires the Department of Fish and Wildlife to, within 90 days of receiving an application, authorize the take of endangered, threatened, or candidate species to any routine fuel management activities conducted by local agencies on lands that are within moderate, high, or very high fire hazard severity zones and adjacent to wildland-urban interface fire areas. This bill would make it easier for cities to remove vegetation in fire-risk areas next to urban communities by expediting environmental permits.	Support

Operations & Community Safety	SB 1066	Blakespear	Hazardous waste: marine flares: producer responsibility	Creates a producer responsibility program for marine flares. Defines covered product to mean a pyrotechnic device that produces a brilliant light or a plume of colorful smoke as a visual distress signal on marine vessels to attract attention and pinpoint a boater's location in an emergency.	Support
Administration – Business Svs.	SB 1325	Durazo	Public contracts: Best Value Procurement	Authorizes a state or local agency to award contracts through a "best value" procurement method.	Support
Administration - HR	AB 2421	Low	Employer-Employee Relations: Confidential Communication	Prohibits a local public agency employer, a state employer, a public school employer, a higher education employer, or the district from questioning any employee or employee representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization's representation.	Monitor
Administration – Business Svs.	AB 2660	Emerg. Mgmt Cmte	Office of Emergency Services: Federal Grant Funding	Requires the Office of Emergency Services (OES), to the extent permitted by federal law, to provide to local operational areas and urban areas the maximum local share of federal grant funding administered by the office from specified federal grant programs relating to emergency management and homeland security.	Support
Administration – Business Svs.	AB 2715	Boerner	Ralph M. Brown Act: Closed Session	Authorizes a closed session of a legislative body of a local agency to consider or evaluate matters related to cybersecurity, as specified, provided that any action taken on those matters is done in open session.	Support
Administration - HR	SB 1346	Durazo	Workers Compensation: Aggregate Disability Payment	Authorizes temporary disability benefits if a denial of treatment requested by a treating physician is subsequently overturned by independent medical review. Prohibits the temporary disability from exceeding the time from the date of the treatment denial through the date of the independent medical review determination overturning the treatment denial.	Monitor



ASSEMBLY MEMBER  
**Freddie Rodriguez**  
 DISTRICT 53

## FACT SHEET



### **Assembly Bill 1792 (Rodriguez)** **PPE Standards for Ambulance Workers** *Introduced January 4, 2024*

#### **Summary**

AB 1792 would require the California Emergency Medical Services Authority (EMSA) to develop standards for personal protective equipment (PPE) for ambulance workers.

#### **Background**

EMSA published guidelines for minimum PPE for ambulance workers, which must be provided to all ambulance workers (public, private, emergency, and non-emergency). These include items such as hard hats, eye and hearing protection, gloves, and flashlights. The guidelines have not been updated since their publication in 2006.

It is imperative that these guidelines keep up with the changing EMS landscape in California. Notably, the COVID-19 pandemic brought on unprecedented public health challenges and violence against EMS workers has increased in recent years.

According to the Centers for Disease Control and Prevention, **2,000 EMS workers experience violence or assault each year at work.** In 2017, 3,500 incidents of injury among EMS workers were caused by violence, comprising of 17% of all injuries. In 2008, that number was just 2,100, 10% of all injuries.<sup>1</sup>

As EMS workers face new challenges on the job and threats to their safety, it is important that the state continue to evaluate the appropriate PPE that should be provided to ambulance personnel.

#### **This Legislation**

This bill would require EMSA to establish standards for PPE for ambulance personnel by January 2027 and update those standards every five years thereafter.

#### **Support**

AFSCME

International Association of EMTs and Paramedics

#### **Contact Information**

Allison Kustic, Senior Legislative Aide  
 Assemblymember Freddie Rodriguez

Phone: (916) 319-2053

[Allison.Kustic@asm.ca.gov](mailto:Allison.Kustic@asm.ca.gov)

<sup>1</sup> "CDC Data on Non-fatal Injuries." Centers for Disease Control. Accessed August 24, 2021.  
<https://www.cdc.gov/niosh/topics/ems/data.html>.



ASSEMBLY MEMBER  
**Freddie Rodriguez**  
DISTRICT 53

## FACT SHEET



### **Assembly Bill 2225 (Rodriguez)** **Exemption from Discovery: Peer Review Committees** *As Introduced on 2/7/2024*

#### **Summary**

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AB 2225 would make emergency medical services' (EMS) records from a peer review committee exempt from the discovery process in litigation.

#### **Background**

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EMS professionals deliver healthcare under challenging conditions. This care is provided around the clock, regardless of a patient's ability to pay or legal status. Delivering this care involves the complex coordination of paramedics, emergency medical technicians, physicians, nurses, call takers, dispatchers, and others. Like all healthcare providers, EMS professionals are committed to evaluating and improving the quality of care they deliver.

Multiple professions utilize peer review committees to evaluate the performance of licensed medical professionals, enhance the quality of medical care, and, if necessary, decide on a medical professional's continued practice rights. These medical peer review bodies are required to report disciplinary actions, including denials of staff privileges or employment, to their respective licensing boards.

Recognizing the critical role of an effective peer review process in ensuring patient safety and quality of care, the Legislature has exempted fourteen professions and their medical peer review records from standard discovery and evidence admissibility rules in litigation.

The underlying policy rationale for this exemption and for not compelling peer review participants' testimony is to foster maximum openness in evaluating medical professionals. It is crucial for professionals to discuss all aspects of a patient's care freely, without fearing that

these discussions could contribute to legal actions against that care.

However, EMS professionals currently lack the assurance that their peer review discussions will remain confidential and not be used against them in damage claims. As a result, some EMS agencies in California have had to rely on external entities, such as hospitals, to conduct their quality assurance (QA) activities or oversee them. This reliance could compromise prehospital care oversight quality by distancing it from those most acquainted with its delivery, thereby threatening the core principle of peer review: evaluation by one's peers.

This lack in legal protection poses a risk to public health by undermining the confidence in performing protected peer review QA, which is safeguarded in other healthcare settings.

#### **This Legislation**

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AB 2225 would exempt records from EMS's peer review committees from the discovery process during litigation.

#### **Support**

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Fire Districts of California (Co-Sponsor)  
California Fire Chiefs Association (Co-Sponsor)

#### **Contact**

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Byron Briones, Legislative Aide  
Assemblymember Freddie Rodriguez  
Phone: (916) 319 - 2053  
[Byron.Briones@asm.ca.gov](mailto:Byron.Briones@asm.ca.gov)



ASSEMBLY MEMBER  
**Freddie Rodriguez**  
DISTRICT 53

## FACT SHEET



### **Assembly Bill 2348 (Rodriguez)**

#### **LEMSA Transparency**

*Introduced February 12, 2024*

#### **Summary**

AB 2348 would require the California Emergency Medical Services Authority (EMSA) and Local Emergency Medical Services Agencies (LEMSAs) to engage in a number of planning and reporting actions to increase transparency and improve emergency response.

#### **Background**

LEMSAs are responsible for planning, coordinating, and improving local emergency and medical response systems. LEMSAs primarily work to organize prehospital services. Their plans provide policies for system organization and management, staffing and training, communication, response and transportation for emergency services, facilities and critical care, data collection and system evaluation, public information and education, disaster medical response, and more.

By requiring LEMSAs and EMSA to post approved plans on their websites, we can increase transparency for policymakers, stakeholders, and residents who want to see how emergency management officials are planning for response and care. Additionally, requiring ambulance providers to report publically and to EMSA their 911 response times, and having LEMSAs make public their budgets and exemptions for not meeting 911 response time standards, we can see what may be hindering emergency response, either in planning, response, or simply unpredictable circumstances.

This transparency will help EMSA better guide LEMSAs in their annual plans and requiring EMSA to respond to annual plans within 90 days ensures LEMSAs operate on up-to-date plans.

#### **This Legislation**

AB 2348 would

- Add response times to the guidelines that EMSA must develop for LEMSAs to plan and implement.
- Require LEMSAs to consider the safety of responding EMS professionals when setting response time standards.
- Require EMSA to develop a standardize list of exemptions given to providers for failing to meet 911 response times.
- Require all ambulance providers to report their raw 911 response times both publically and to EMSA.
- Require LEMSAs to include in their annual plans their budget and a list of 911 response time exemptions.
- Require EMSA to respond to annual plans submitted by LEMSAs within 90 days.
- Require both EMSA and LEMSAs to post approved annual plans on their websites within 30 days of approval.

#### **Support**

#### **Contact Information**

Allison Kustic, Senior Legislative Aide  
Assemblymember Freddie Rodriguez  
Phone: (916) 319-2053  
[Allison.Kustic@asm.ca.gov](mailto:Allison.Kustic@asm.ca.gov)



## **Assembly Bill 2344**

### **Increasing Transparency and Accountability in California's Wildfire and Forest Resilience Investments**

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#### **SUMMARY**

AB 2344 will provide state policymakers, local communities, and other essential stakeholders with comprehensive data and information on state and federal investments into wildfire and forest resilience programs. With more transparency and accountability, stakeholders, communities, and policy-makers can better ensure that taxpayer dollars are used effectively toward reducing the main drivers of catastrophic wildfires and improve the resilience of increasingly vulnerable communities. As the state faces a multibillion-dollar budget deficit, ensuring limited resources are maximized is even more critical.

#### **BACKGROUND**

California has invested significant time and resources developing and implementing a comprehensive approach to wildfire related disaster preparedness, mitigation, and resilience. The California Wildfire and Forest Resilience Action Plan (Action Plan) lays out a detailed framework and associated implementation strategy and expenditure plan for establishing healthy and resilient forests and communities that can withstand and adapt to wildfire, drought, and climate change.

Implementation of the Action Plan requires coordination amongst state agencies and departments, the State Legislature, hundreds of stakeholders, and communities across California. The California Wildfire and Forest Resilience Task Force (Task Force) has oversight and coordination responsibility to ensure the Action Plan is implemented.

Implementation of the Action Plan also requires significant fiscal resources to undertake projects to improve forest health and resilience, create fuel

breaks, harden homes and communities, and build resilient lifeline infrastructure to withstand wildfire disasters when they do occur. Since FY 2020-21, the State has appropriated approximately \$2.8 billion for programs to support the State's wildfire and forest resilience goals and objectives.

#### **NEED FOR THE BILL**

While wildfire and forest resilience projects have been and continue to be awarded to communities throughout the state, the data is reported piecemeal across various state agencies, departments, boards, and offices. Further, the reporting is not adequate to understand that status of projects and programs and how the investments are making a collective difference in communities. Understanding the status of current programs is vital information in order to target and maximize additional investments in fire prone areas.

#### **SOLUTION**

Assembly Bill 2344 requires the Wildfire and Forest Resilience Task Force to make available on its existing internet website basic data and information already collected by state agencies to the public on wildfire and forest resilience programs, projects, and expenditures.

#### **SUPPORT**

BuildStrong California (Sponsor)

#### **CONTACT**

Kathleen Chen, Consultant  
Utilities and Energy Committee  
Kathleen.Chen@asm.ca.gov | (916) 319-2083





## AB 2408 – Firefighter Cancer Prevention Act

### **SUMMARY**

AB 2408 will protect our firefighters from cancer by ensuring their gear will be free of cancer causing chemicals. Current California firefighter gear has been found to contain significant levels per-fluoroalkyl and polyfluoroalkyl substances (PFAS) which are “forever chemicals” that are a known carcinogen. AB 2408 will ban PFAS from being used in California’s firefighting gear beginning July 1, 2026.

### **BACKGROUND**

PFAS are manmade chemicals that have been found to be harmful to both human health and the environment, largely because they are considered “forever chemicals” – meaning they stay in both the body and in nature for a lifetime. They are often used to waterproof products, fire proof products, and to make products stain resistant. They are also used to make non-stick cookware.

When PFAS are released into the environment through one of their many sources, they do not break down. PFAS are then absorbed into the human body through inhalation, drinking water, or through direct contact. Research has established that PFAS are a known carcinogen, indicating their potential to cause cancer.

Firefighter gear has been found to contain significant levels of PFAS. The National Fire Protection Association (NFPA) currently sets the safety and quality standards for this equipment.

While manufacturers of personal protective equipment (PPE) have largely been able to produce gear able to meet existing NFPA standards with safe alternatives to PFAS, one of the standards for the actual gear the firefighters wear is a light degradation resistance test.

This test uses ultraviolet (UV) light to test the moisture resistance of the gear to make sure it can hold up in the field. Right now that test can only be passed by adding PFAS to the firefighting gear. However, the upcoming revision of the NPFA standard proposes removing the UV light test, recognizing that it does not apply to the materials inside the fabric of their gear because those materials are never exposed to direct sunlight.

### **EXISTING LAW**

California has recognized the danger of PFAS and has passed legislation to restrict their use – including legislation aimed at protecting firefighters. In 2020, the Legislature passed legislation that would phase out the use of certain firefighting foams with PFAS – namely the foam that is used to fight chemical and oil fires. This type of firefighting foam is currently being phased out in both municipal and industrial firefighting settings in favor of safe and effective non-PFAS alternatives.

Other measures restricting the use of PFAS in consumer products have also been passed into law, including laws that prohibit the use of PFAS in textiles.



### **PROBLEM**

Twenty years ago heart disease was the biggest threat to firefighter health. Today, cancer has replaced heart disease as the biggest killer of firefighters. The International Association of Fire Fighters attributes 66% of firefighter deaths between 2002 and 2019 to cancer.

While firefighting is an inherently dangerous profession, it is critical for the health and safety of California's firefighters that all unnecessary exposures are eliminated. Every exposure brings with it an additional risk of developing a deadly cancer, and to experience daily exposure to a known carcinogenic and toxic substance through the protective gear that they wear is simply unacceptable.

PFAS inclusion in firefighter gear hinges solely on the NFPA UV light test, and its pending removal at the federal level obligates California to be ready to immediately ban PFAS in firefighter gear after the decision is made.

### **SOLUTION**

Firefighters risk their lives every day in order to selflessly save others. To prevent firefighters from suffering serious health problems it's important to ensure the gear they wear doesn't contain dangerous chemicals that will put them at a higher risk to chronic health problems.

AB 2408 will ensure that the moment a safe alternative is made available for making firefighter gear water resistant, PFAS will be banned from being used. Additionally, the bill directs the

Occupational Safety and Health Standards Board to revise its regulations to meet the latest testing safety standard within a year after it has been updated.

### **SUPPORT**

California Professional Firefighters (Sponsor)  
San Francisco Firefighters Local 798  
California Labor Federation, AFL-CIO  
Breast Cancer Prevention Partners  
Clean Water Action  
CleanEarth4Kids.org  
Natural Resources Defense Council

### **FOR MORE INFORMATION**

Julian Neo Sanchez | *Legislative Aide*  
Office of Assemblymember Matt Haney  
(916) 319-2017  
[JulianNeo.Sanchez@asm.ca.gov](mailto:JulianNeo.Sanchez@asm.ca.gov)





ASSEMBLY MEMBER  
**Freddie Rodriguez**  
DISTRICT 53

## FACT SHEET



### **Assembly Bill 2727 (Rodriguez)** **Maritime Firefighting Mutual Aid Program** *As introduced Feb, 14 2024*

#### **Summary**

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Assembly Bill (AB) 2727 authorizes the California Office of Emergency Services (Cal OES) to establish the Maritime Firefighting Mutual Aid Program to enhance the State's ability to respond to major vessel fires, anticipated fires following major earthquakes, emergency medical services, and/or hazardous materials emergencies in ports.

#### **Background**

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In the United States, marine firefighting is the responsibility of local government. There are major commercial cargo and tourism vessels using California Ports that could require trained firefighting assistance. Fires afloat, at berth, or in dry dock are not unknown worldwide in the vessel classes California experiences.

Fire following earthquake is a significant problem in California. Fire services in California have not been tested by a major earthquake since 1906. FEMA and Cal OES scenarios predict a major earthquake in an urban area in California will result in several simultaneous ignitions and water distribution breaks. A robust maritime firefighting capability will mitigate this risk.

#### **This Legislation**

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This bill requires Cal OES, upon appropriation by the Legislature, to conduct an all-risk maritime response capabilities assessment to identify local and regional gaps in maritime firefighting capabilities in responding to major vessel fires, fires following earthquakes, emergency medical services, or hazardous materials emergencies in ports, whether afloat or at a berth in dry dock.

To mitigate preparedness gaps identified by this all-risk maritime response capabilities assessment, Cal OES shall acquire and provide fire boats to local fire departments. Additionally, Cal OES shall provide sustainment funding to local fire departments for costs associated with fire boats provided under this article.

Local fire department(s), upon receipt of a fire boat, shall utilize the fire boat to enhance local, regional, and mutual aid response capabilities.

Finally, the bill establishes the "Maritime Firefighting Mutual Aid Fund" in the State Treasury for purposes of this newly established program.

#### **Support**

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California Professional Firefighters  
City of San Diego  
County of Ventura  
Oakland/Alameda Firefighters Local 55  
Oakland Fire Department

#### **Contact Information**

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Mike Dayton, Chief Consultant  
Sarina Patel, Science Fellow  
Committee on Emergency Management  
Chair, Assemblymember Freddie Rodriguez  
Phone (916) 319-2667  
[Mike.Dayton@asm.ca.gov](mailto:Mike.Dayton@asm.ca.gov)  
[Sarina.Patel@asm.ca.gov](mailto:Sarina.Patel@asm.ca.gov)



REBECCA BAUER-KAHAN  
Assemblymember, District 16

## AB 3062 – Utility Notification

### **Summary**

AB 3062 will require all electrical utilities to notify local fire districts at least 24 hours before conducting mitigation or planned burns in a high fire risk area.

### **Background**

2020 was California's worst fire season in modern history<sup>1</sup>. By the end of the year, over 10,000 wildfires had burned more than 4.2 million acres of land in California. An exceeding 4 percent of all land in the state was burned by wildfires<sup>2</sup>. Climate change has made our fire season much less predictable, and has contributed to both the intensity and duration of wildfires that our state faces. Over 2.7 million people in California live in a Fire Hazard Severity Zone. The Camp Fire of 2018, killed 85 people and was the most damaging fire in our state's history as well as the most expensive natural disaster in the world that year. It is clear that wildfires and other related natural disasters are a way of life in California and only growing in intensity.

Utility companies help manage vegetation fire risks and repair infrastructure in order to help prevent future fires. However, much of this work is done in high fire areas next to and around businesses and family homes, and the work risks accidentally cause fires. A common method of fire prevention is a "controlled burn". This is when a team will set a fire intentionally, in order to make that area less susceptible to wildfires in the future.

### **Problem**

Currently, controlled burns and dangerous work is being conducted in areas with a designated high fire risk **without** the collaboration of the local fire district to protect the local area.

### **Solution**

Utilities must provide clear communication and collaboration with fire districts locally. Cities of San Ramon and Orinda have passed local ordinances which require electrical utilities to notify the fire district during maintenance in a fire risk zone. This bill would take that model statewide for high-risk fire zones.

### **What this bill does**

AB 3062 requires that electric utilities notify local fire districts via phone and email at least 24 hours before conducting hot work or performing a controlled burn.

If an electric utility fails to provide prior notification they will be subject to a civil penalty of \$500.

To prevent fires, collaboration and coordination of resources is paramount, and this is a commonsense practical measure to ensure that occurs.

### **Contact**

Hannah Lee  
Legislative Aide  
Hannah.lee@asm.ca.gov  
916-319-2484

<sup>1</sup> <https://www.theguardian.com/us-news/2020/dec/30/california-wildfires-north-complex-record>

<sup>2</sup> <https://www.fire.ca.gov/incidents/2020/#:~:text=As%20of%20the%20end%20of,giga%22%20as%20the%20area%20burned>



**Issue:**

In California, only State Fire Marshal-Approved Fireworks, known as "Safe and Sane Fireworks," are legal. These fireworks, which include static fountains, handheld items, spinners, and novelty items, adhere to all federal and state safety standards. Sales are authorized annually from noon on June 28 to noon on July 6, with local jurisdictions deciding whether to permit them.

Currently, 297 California communities allow the sale and use of Safe and Sane Fireworks on the 4th of July, generating over **\$110 million for 2,700+ nonprofit organizations**. These funds support vital community programs and serve as a crucial social safety net.

The proposed bill seeks to permit the sale of State Fire Marshal-Approved fireworks from 9:00 am on December 26 to midnight on January 1, **contingent upon a local jurisdiction choosing to participate**.

**Background:**

Whether or not a community permits 4th of July sale and use of these fireworks, the sale and use for the holiday period between Christmas and New Year's will not be legally permissible in that jurisdiction unless it adopts a separate ordinance or resolution permitting the sale and use for the holiday period between Christmas and New Year's.

As a result of AB 1403 (Garcia, Chapter 368, Statutes of 2023), a jurisdiction opting to allow sale and use for this holiday period may impose a fee on each retail location to recover that location's pro rata share of the jurisdiction's fireworks public education, enforcement, and suppression costs.

Communities face dangerous, illegal fireworks and gunfire during New Year's. Nonprofits are currently suffering from reduced donations, government funding cuts, and increased demand for social services. There is a need for additional funding options to meet critical community needs during economic challenges.

**Bill Summary:**

Proposed legislation lets California communities decide on the holiday period of Safe and Sane Fireworks sales and use. Local jurisdictions could generate additional revenue for the 4th of July and New Year's, aiding nonprofits.

AB 3065 would provide nonprofits with a 100% consignment fundraising tool and serves as a safe alternative to illegal fireworks on New Year's Eve.

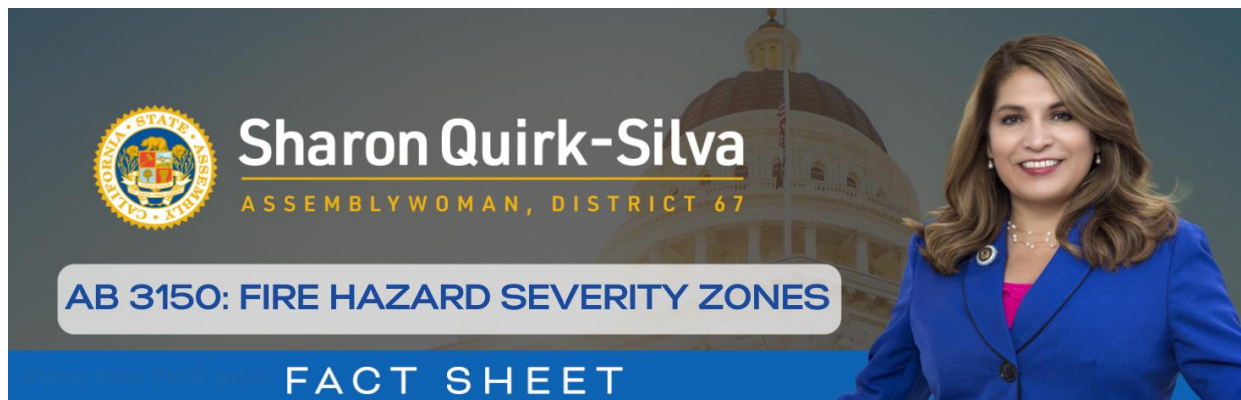
**Support:**

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DON LUGO SPORTS BOOSTERS  
FAMILY OF GOD CHURCH, PICO RIVERA  
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
NEW HOPE CHURCH - CLOVIS  
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PICO RIVERA DONS FOOTBALL FOR YOUTH  
SIMONIAN FAMILY FIREWORKS  
VICTORY OUTREACH OF SELMA

**For More Information:**

Fabiola Moreno Ruelas-  
[Fabiola.ruelas@asm.ca.gov](mailto:Fabiola.ruelas@asm.ca.gov) (916)319-2036





## SUMMARY

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AB 3150 strengthens the accuracy of California's Fire Hazard Severity Zones (FHSZ) maps by allowing the State Fire Marshall to consider map revisions through a petition process.

## BACKGROUND

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Existing California Law requires the State Fire Marshall to classify lands within the State Responsibility Areas into FHSZ. The FHSZ maps are developed using a science-based model that assigns a hazard score based on the factors influencing fire likelihood and fire behavior. There are three levels of hazard in the State Responsibility Areas: moderate, high, and very high. Similarly, the State Fire Marshall produces and revises Local Responsibility Areas maps.

FHSZ maps evaluate "hazard" based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, defensible space, vegetation management, or fuel reduction efforts.

Millions of Californians, businesses, homeowners, tenants, and landlords are affected by California's FHSZ map designations. Outdated and inaccurate map designations can impact: (1) the availability and affordability of insurance; (2) information provided to property owners of the relative hazard they may have and ways to reduce those hazards; and (3) the cost of housing, to name a few.

California's employers depend on the availability and affordability of housing in California to attract and maintain employees. Therefore, ensuring the accuracy of FHSZ maps in between the cycle updates is very important because inaccuracies in the maps lead the public to mistrust the maps and can lead to misuse by decision-makers.

For example, the state and many jurisdictions develop mitigation measures on new and existing development based on the hazard severity zone delineated on the map. In other words, other agencies "tier off" CAL FIRE's maps by linking regulatory requirements to properties located within certain hazard areas.

Importantly, an outdated or inaccurate FHSZ map could result in: (1) some properties or communities not making improvements to protect their homes or businesses because the maps may incorrectly indicate a lower hazard probability than is appropriate; or (2) some properties or communities making improvements that won't reduce risk.

## SOLUTION

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AB 3150 is a good government measure that establishes a mechanism to update the Fire Hazard Severity Zone (FHSZ) Maps for 50 acres or more, similar to the process used for flood map revisions.

In addition, AB 3150 allows for public input on the update of the FHSZ Map for Local Responsibility Areas as the law already does in State Responsibility Areas.

Finally, AB 3150 shifts some regulatory authority from the Board of Forestry to the State Fire Marshal who is responsible for the FHSZ Maps statewide.

## SUPPORT

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- California Building Industry Association (CBIA)

## CONTACT

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*Dawn Adler, Legislative Director*  
[dawn.adler@asm.ca.gov](mailto:dawn.adler@asm.ca.gov)  
(916) 319-2067

# Assembly Bill 2330 – Fuel Management Streamlining

## Assemblymember Chris R. Holden

### SUMMARY

AB 2330 would require the Department of Fish and Wildlife to, within 90 days of receiving an application, authorize through permits or memorandum of understanding the take of endangered species, threatened species, and candidate species incidental to any routine fuel management activities conducted by local agencies on lands that are within moderate, high, or very high fire hazard severity zones and adjacent to wildland-urban interface fire areas.

### BACKGROUND

Long permitting timelines are delaying local jurisdictions from being able to conduct fuel reduction activities on lands located in fire hazard severity zones that are adjacent to urban areas. This delay increases the potential risk of wildfire on communities and homeowners in the wildland-urban interface (WUI).

**Environmental laws:** The California Endangered Species Act (CESA) is a California environmental law that conserves and protects plant and animal species. CESA requires the California Department of Fish and Wildlife (CDFW) to oversee the regulatory permitting programs to authorize take of listed species.

**Fire Hazard:** Fire Hazard Severity Zone maps evaluate “hazard,” not “risk”. They are like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts.

“Hazard” is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

Fire Hazard Severity Zone (FHSZ) maps are developed using a science-based and field-tested model.

Many factors are considered such as fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for the area. The State Fire Marshall is mandated to develop Fire Hazard Severity Zone maps for State Responsibility Areas (SRAs). Local jurisdictions have created Fire Hazard Severity Zone Maps for Local Responsibility Areas (LRAs). Local agencies can also adopt ordinances related to a communities’ hazard mapping and building code requirements.

### EXISTING LAW

Section 2081 of the Fish and Game Code

### THE SOLUTION

AB 2330 helps expedite permits for fuel management activities to ensure public safety in alignment with environmental laws, to:

- Have CDFW, consult with the State Fire Marshall, to create an environmentally sensitive area map of lands that are within the fire hazard severity zones (very high, high or moderate) and adjacent to urban development (community or homeowners). Maps should be updated every five years and the State Fire Marshall should retain these maps.
- Provide CDFW 90 days to approve necessary permits for ongoing, routine fuel reduction activities; if beyond 90 days, the State Fire Marshall could authorize a local jurisdiction to conduct fuel reduction activities on environmentally sensitive lands for emergency preparedness and protection of life and property purposes

### SUPPORT

League of California Cities (Sponsor)

Contact: Willie Armstrong, Chief of Staff  
[Willie.Armstrong@asm.ca.gov](mailto:Willie.Armstrong@asm.ca.gov)



## **Senate Bill 1066: Marine Flare Producer Responsibility Act**

### SUMMARY

SB 1066 will require producers of marine flares to fund and operate a convenient collection system to manage expired or unwanted flares, which are toxic and explosive, to ensure they are properly disposed of.

### BACKGROUND

The U.S. Coast Guard [requires](#) recreational boats 16 feet or longer operating in and around coastal waters to be equipped with three unexpired approved visual distress signals for day and night use. Boaters most often meet this provision by carrying marine flares—pyrotechnic devices that produce bright light or colorful smoke to attract attention in an emergency. Alternative visual distress signals are available, but some boaters feel safer with traditional flares due to increased visibility during the day.

The California Department of Toxic Substances Control (DTSC) and the Environmental Protection Agency (EPA) classify unwanted and/or expired flares as [hazardous waste](#) that cannot be disposed of in waterways or the trash. They contain toxic metals and other pollutants that can contaminate water, impair thyroid function, or otherwise be harmful.

Flares are also reactive and ignitable, meaning they must be stored and

transported as explosive devices. A Type 4 [magazine](#), a container that is fire-resistant, weather-, and theft-resistant, is often required. If unattended, vehicular magazines must be rendered immobile.

### PROBLEM

Marine flares expire 42 months after manufacture and the California Division of Boating and Waterways estimates approximately [174,000](#) flares expire in the state each year. However, nearly all household hazardous waste (HHW) facilities refuse to accept flares due to the potential danger.

In fact, Alameda County is the only county in the state that actively accepts flares, but even they lack the permits necessary to actually dispose of flares. Further, there are no facilities in California that have the necessary permit to actually dispose of these flares. There is only one facility in the country that accepts flares for disposal; it is located in Missouri.

This leaves boaters with few options. Some will stockpile their expired flares, which could cause a fire, or dispose of them in the ocean, which creates pollution. Others set them off as fireworks, risking a [felony](#) under federal law.

Local governments report finding flares left in front of fire and police stations or improperly disposed of in the trash. These options put workers at great risk: a marine flare can accidentally [explode](#) while being unknowingly handled.





# SENATOR MARIA ELENA DURAZO

## LEGISLATIVE FACTSHEET

### Best Value Procurement

*Senate Bill 1325*

#### **Summary**

SB 1325 maximizes the benefits of public investments by empowering agencies to use best value procurement for public purchases. Best value procurement is a comprehensive policy framework that empowers government entities to consider important factors, such as community and environmental benefits, when determining successful bidders. This procurement model has successfully created good jobs and strengthened communities in California.

#### **Background**

Best value procurement differs from other procurement models, such as the commonly used "Lowest Responsible Bidder" framework, by allowing factors like environmental and community benefits—in addition to price—to be evaluated and scored within the bid process. By adopting best value procurement, local and state agencies can amplify the impact of public dollars to create good jobs and advance racial, gender, and climate equity.

This type of procurement has a successful track record: LA Metro's Manufacturing Careers Policy (a best value procurement policy) has created good jobs for workers and communities. Metro utilized an earlier version of the MCP to award an electric bus contract to BYD, creating hundreds of high-quality jobs at their Lancaster, California facility.

#### **Problem**

With California set to receive tens of billions of dollars from the federal government in the coming years, we have a once-in-a-generation opportunity to use these funds not just to build out our critical infrastructure needs, but also to raise job standards across the state.

Without policy interventions—like best value procurement—that incentivize companies to raise standards, many of the jobs created by federal funding within critical industries like clean technology manufacturing will lead Californians to poverty wages.

The current system of awarding public contracts to the lowest responsible bidder inherently rewards bad actors. When contractors are selected based on price and quality alone, they are incentivized to cut labor costs to offer more competitive bids. Allowing this to continue would be a major missed opportunity to entrench high quality job creation into the way our state does business.

State and local agencies face a confusing patchwork of best value procurement authorization within state code. Some agencies have explicit permission to utilize best value procurement while others do not, and some have authorization but only under specific circumstances. This ad hoc contracting authority, which is often done in very different sections of state code, makes it difficult for agencies to understand if they have authority to adopt best value procurement models.

#### **Solution**

The first step to incorporate high quality job standards is to ensure that agencies have the clear guidance they need to amplify the impact of state and federal investments.

Most local agencies and school districts are currently bound to a singular type of purchasing or are unclear on if they are authorized to choose between methods.

SB 1325 creates authorizing statutes for Best Value Procurement to empower cities, states, and public agencies to use our public dollars to create quality products and good jobs while advancing racial, gender, and climate equity.

**Support**

Jobs to Move America

**Contact**

Bethany Renfree, Legislative Director

[Bethany.Renfree@sen.ca.gov](mailto:Bethany.Renfree@sen.ca.gov)





## OFFICE OF ASSEMBLYMEMBER

**Evan Low**

TWENTY-SIXTH ASSEMBLY DISTRICT

### Assembly Bill 2421: Employee-Union Communications

#### SUMMARY

Assembly Bill (AB) 2421 ensures that communications between employees and their union representatives remains confidential, making it an unfair labor practice for an employer to require them to disclose information.

#### BACKGROUND

In California, public employees have the right to unionize under various state laws and regulations. These laws protect workers' rights to join, form, and participate in labor organizations for collective bargaining purposes. Additionally, the state has enacted laws to prevent unfair labor practices by employers, ensuring workers can exercise their rights to organize without facing retaliation or discrimination.

In 2003, in the case of *American Airlines, Inc. v. Superior Court*, the California Court of Appeal examined whether communications between employees and their union representatives are protected by a privilege similar to attorney-client privilege. The court determined that such communications are not protected under state law, emphasizing that employees do not have the same expectation of confidentiality when speaking with union representatives as when speaking with attorneys. This decision highlighted the need for explicit statutory confidentiality protection in employee-union communications.

Four states have already recognized the importance of protecting the confidentiality of certain communications between employees and union agents. Last year, Washington approved HB 1187 to create an exception from examination and disclosure for a union representative and a union employee concerning any communication between the union representatives or union employee made during union representation.

Illinois (735 ILCS 735 § 5/8-803.5) and Maryland (MD Code, Courts and Judicial Proceedings § 9-124) have also enacted legislation establishing a statutory privilege for communications between employee and their union representative.

In 2012, the Alaska Supreme Court acknowledged the necessity of a privilege akin to attorney-client privilege between union agents and employees. The court highlighted that forcing disclosure of such communications, especially in grievance discussions, could deter employees from speaking candidly with their agents.

#### SOLUTION

While employees commonly believe that discussions with their union representative regarding workplace matters, such as discipline or grievances, are confidential, current state law does not explicitly prohibit employers from compelling employees or their representatives to disclose such communications.

AB 2421 prohibits a local public agency employer, a state employer, a public school employer, a higher education employer, or the district from questioning any employee or employee representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization's representation. Maintaining confidentiality in such communications is essential to fostering trust and ensuring effective representation.

#### SUPPORT

*Peace Officers Research Association of California - Sponsor*  
*California Association of Psychiatric Technicians*  
*Professional Engineers in California Government*



ASSEMBLY MEMBER

**Freddie Rodriguez**

DISTRICT 53

## FACT SHEET



### **Assembly Bill 2660 (Rodriguez)** **Enhancing Local Emergency Management Capabilities** *As Introduced on February 14, 2024*

#### **Summary**

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AB 2660 would require the California Office of Emergency Services (Cal OES) to provide cities and counties the maximum amount of specified federal emergency preparedness grants.

#### **Background**

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Cal OES administers several federal emergency preparedness grant programs provided by the US Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA).

Under these programs, the state is allowed to retain a portion of these funds for grant administration, statewide projects, and emergency preparedness and security projects that benefit local jurisdictions. Historically, even though the State is empowered to sub-award or pass through the entire amount of federal grants to locals, it has chosen to not do so.

This bill being offered as a win-win for emergency management in California. Not only will it increase the capabilities of local emergency management programs, which are predisposed to be more culturally competent, but it will help solve the current budget crisis. Realignment grant match requirements will save the State over \$12 million a year in General Funds.

Underserved communities suffer disproportionately in disasters. Instilling equity in emergency management services is crucial to meeting the unique needs of California's diverse communities and breaking the existing cycle of compounding risks for vulnerable groups.

This bill addresses the distribution of three equity-driven emergency management grants from FEMA:

#### **The Emergency Management Performance Grant (EMPG) Program**

This all-hazard resilience grant prioritizes equity, climate resilience, and readiness. It provides for trainings to community partners, purchasing equipment, hiring additional staff, installing back-up power systems, prepositioning logistics and distribution infrastructure, developing or refining disaster plans, and implementing vulnerability-reducing programs.

EMPG carries a 1:1 match requirement from the awardee for every federal dollar received. In fiscal year 2023, California was awarded \$27.3 million, of which 44% is currently retained at the state level.

The EMPG program has no provision for the proportion of federal awards the state must award to local jurisdictions vs retain at the state agency level. The discretion is left to Cal OES as the grant-administering agency.

#### **The State Homeland Security Grant (SHSG) Program**

This grant assists efforts to build, sustain, and deliver capabilities to prepare for, protect against, and respond to acts of terrorism. Priority areas include protection of soft targets/crowded places, intelligence sharing, domestic violent extremism, cybersecurity, and election security. This money is targeted at planning, training/exercises, and awareness campaigns, as well as funding needed equipment and capital projects.

States are required by FEMA to pass 80% of awarded funds through to local jurisdictions. SHSG has no match requirement. In fiscal year 2023, California was awarded \$57 million, of which 20% is retained at the state level.

## **The Urban Areas Security Initiative (UASI) Program**

This grant is very similar to the SHSG program with a particular emphasis on providing resources to high-threat, high-density urban areas.

States are required by FEMA to pass 80% of awarded funds through to local jurisdictions. UASI has no match requirement. In fiscal year 2023, California was awarded \$132.1 million, of which 18.5% is retained at the state level.

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## **This Legislation**

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Specifically, this bill:

1. Directs Cal OES to award local emergency management jurisdictions the entirety of California's funding allocation, minus required administration costs and federally-imposed restrictions, for the following three programs:
  - a. The Emergency Management Performance Grant (EMPG) Program
  - b. The State Homeland Security Grant (SHSG) Program
  - c. The Urban Areas Security Initiative (UASI) Program
2. Increases the total budget of local Operational Areas (OA) by up to \$48 million, elevating their capacity to prepare for and respond to critical threats and damaging disasters.
3. Incurs a cost savings for the State of up to \$12 million in General Funds by realigning the grant-matching responsibility for the EMPG Program to local OAs instead of Cal OES.

Local agencies are more likely to be able to identify capacity gaps that could be filled with the additional equipment, capital and technical upgrades, trainings and exercises, staffing, security improvements etc. for which the grants identified in this bill provide.

Additionally, the equity focus of the grants realigned by this bill may be more efficiently served by supporting or hiring local managers who are already familiar with their underserved populations, and are more likely to have relationships with community leaders trusted by these populations who can help identify and address inequitable need-gaps with cultural competence.

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## **Support**

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Assembly Committee on Emergency Management

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### **Contact Information**

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Mike Dayton, Chief Consultant  
Sarina Patel, Science Fellow  
Committee on Emergency Management  
Chair, Assemblymember Freddie Rodriguez  
Phone: (916) 319-2667  
[Mike.Dayton@asm.ca.gov](mailto:Mike.Dayton@asm.ca.gov)  
[Sarina.Patel@asm.ca.gov](mailto:Sarina.Patel@asm.ca.gov)



**Assemblymember Tasha Boerner, 77<sup>th</sup> District**  
**AB 2715 RALPH M. BROWN ACT: CLOSED SESSIONS**  
*(AS INTRODUCED ON FEBRUARY 14, 2024)*

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## SUMMARY

AB 2715 would allow matters of cybersecurity to be discussed by a legislative body of a local agency during closed session, provided that any action taken on those matters is done in open session.

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## BACKGROUND

The current closed session exemption in existing law is for matters posing a threat to the security of public buildings, a threat to the security of essential public services, or a threat to the public's right of access to public services or public facilities. Existing law is unclear about whether current exemptions can be used to hold a closed session discussion about a local agency's cybersecurity risks and vulnerabilities when a cyber-attack is not imminent or underway. Therefore, local agencies do not currently have a method of privately discussing their cybersecurity, which increases local agency's vulnerability to such attacks.

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## EXISTING LAW

Existing law, the Ralph M. Brown Act, generally requires that all meetings of a legislative body of a local agency be open and that all persons of the public be permitted to attend and participate.

Existing law authorizes a legislative body to hold a closed session on, among other things, matters posing a threat to the security of essential public services, as specified.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

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## THIS BILL

AB 2715 would add cybersecurity to the list of closed session exemptions, thereby allowing local agencies to privately consider their cybersecurity risks.

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## SUPPORT

- City of Carlsbad (Sponsor)

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## OPPOSITION

- None on file.

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## FOR MORE INFORMATION

Christian Filbrun, Legislative Aide  
(916) 319-2077  
[Christian.Filbrun@asm.ca.gov](mailto:Christian.Filbrun@asm.ca.gov)

Further, this puts the responsibility of proper disposal on local governments, often at great expense.

As an example, Zero Waste Sonoma (like most HHW facilities), does not have the equipment necessary to safely accept marine flares. However, people trying to get rid of expired flares lack options, and ultimately many flares make their way to facilities not permitted to accept them.

Zero Waste Sonoma had to find a way to properly dispose of the flares and used a contractor to transport the flares across the country to a permitted facility. Ultimately, this cost more than \$185 per flare, a cost that was ultimately passed on to taxpayers.

### SOLUTION

SB 1066 shifts responsibility for disposing of marine flares from local government to those who produce them.

SB 1066 will require producers to create a producer responsibility plan for the collection, transportation, and safe and proper management of expired flares. The plan requires a free and convenient statewide collection program with permanent collection sites, as well as a statewide education and outreach program, including prominently displayed and easily visible signs at point of sale and in marinas.

### SUPPORT

National Stewardship Action Council  
(cosponsor)  
Zero Waste Sonoma (cosponsor)  
5 Gyres  
7<sup>th</sup> Generation Advisors  
Ban SUP (Single Use Plastic)

BoatSafe NW  
Californians Against Waste  
CA Association of Environmental Health  
Administrators  
CA Retailers Association  
CA State Association of Counties  
CA Teamsters Public Affairs Council  
CA Waste Haulers Council  
Center for Biological Diversity  
Center for Environmental Health  
City and County of San Francisco  
City of Santa Barbara  
City of Thousand Oaks  
CleanEarth4Kids.org  
Clean Water Action  
County of Alameda  
County of Northampton, PA  
County of San Mateo  
County of Santa Cruz  
Delta Diablo  
Environmental Working Group  
Heal the Bay  
Humboldt County  
Intrepid Landing Marina  
League of California Cities (Cal Cities)  
Marin Sanitary Service  
Maritime Institute  
Napa Recycling and Waste Services  
North American Hazardous Materials  
Management Association  
Northern CA Recycling Association  
(NCRA)  
Pacific Manta Research Group  
Plastic Pollution Coalition  
Recycling and Waste Reduction  
Commission of Santa Clara County  
ReGen Monterey (Monterey Regional  
Waste Management District)  
Republic Services  
Resource Recovery Coalition of CA  
ReThink Waste  
Rural County Representatives of CA  
San Francisco Baykeeper  
San Joaquin County  
San Mateo County Harbor District  
San Rafael Fire Department  
Santa Barbara County Board of  
Supervisors

Save Our Shores  
Seabreeze Books and Charts  
Sea Hugger  
Sirius Signal LLC  
Somaliland Community Action Network  
(SCAN)  
Sonoma County Fire District  
Sonoma County Regional Parks Dept.  
South Lake Tahoe Fire Rescue  
Stop Waste  
Surfrider Foundation  
Sustainable Mill Valley  
The Last Plastic Straw  
Town of Truckee  
Turtle Island Restoration Network  
West Contra Costa Integrated Waste  
Management Authority  
Western Placer Waste Mgmt. Auth.  
Waste Management (WM)  
Zero Waste Marin Joint Powers Authority  
Zero Waste USA

#### STAFF CONTACT

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Nadia Mahallati | Policy Analyst  
Office of Senator Catherine Blakespear  
[Nadia.Mahallati@sen.ca.gov](mailto:Nadia.Mahallati@sen.ca.gov) | 916-651-4038





SENATOR  
**MARIA ELENA DURAZO**  
LEGISLATIVE FACTSHEET

**Senate Bill 1346 (Durazo)**  
**Workers Compensation Temporary Disability Benefits**

**Summary:**

SB 1346 (Durazo) is a narrowly tailored bill that closes a problematic gap in temporary disability (TD) coverage for an injured worker who experiences delays in treatment through no fault of their own.

Specifically, this bill provides that when a denial of medical treatment, made after a Utilization Review (UR), is overturned by Independent Medical Review (IMR) on medical necessity grounds, or by the Workers' Compensation Appeals Board (WCAB), temporary disability payments between the UR denial and its reversal are not to be included within the 104 week coverage time limit.

The *discretionary* authority to provide this additional benefit is only vested in the Workers' Compensation Appeals Board.

**Background:**

Existing law requires that an employee with a single injury occurring on or after January 1, 2008, causing temporary disability, shall not receive disability payments for more than 104 compensable weeks within a period of five years from the date of injury (Labor Code Section 4656).

California's workers' compensation law requires an employer to provide all medical treatment necessary to cure or relieve an employee from a work-related injury. In return, the employee cannot sue their employer. However, there is a 104-week time limit on temporary disability payments.

**Problem:**

Unfortunately, the 104-week cap is applied even in instances when the employee's medical treatment has been wrongfully denied and later authorized by either IMR or the WCAB.

According to industry data relied on by the Division of Workers' Compensation, less than 10% of UR denials are overturned by IMR when a denial is untimely and delays necessary treatment.

It is wrong for TD benefits for a small percentage of injured workers to end simply because necessary treatment was erroneously or unreasonably denied, and the denial delayed the injured worker's recovery and return to work.

**Solution:**

Injured workers who experience unfair delays should not be stripped of their ability to pay for their housing, utilities and food as they wait for treatment and recovery.

In limited instances when a UR denial is overturned by IMR on medical necessity grounds, or by the WCAB because it was untimely and unreasonable SB 1346 would allow the WCAB, in its sole discretion, to replace lost TD benefits beyond the 2-year statutory maximum. This will ensure that workers are not unjustly penalized due to a delay in their treatment that is no fault of their own.

**Contact:**

Jennifer.Richard@sen.ca.gov  
(916) 651-4026

**Sponsor:**

California Applicants' Attorneys Association

# Holland & Knight

800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202-955-3000  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

## Orange County Fire Authority May 2024 Report

### Congress

#### Congress Cuts Several FEMA Preparedness Grant Programs in FY24 Homeland Security Bill

President Biden signed into law on March 23, the final FY24 Appropriations package that contained the FY24 Homeland Security Appropriations bill which funds a variety of FEMA grant programs. Unfortunately given the funding constraints Congress was working with, many of the program faced cuts to the previous year's funding levels. The exception to this was an increase in funding to the Urban Search & Rescue program, which saw its funding increased by \$3 million. This effort was led by Rep. Young Kim.

FEMA Preparedness Funding levels for FY 2024.

- \$468 million for the State Homeland Security Grant Program, a decrease of \$52 million
- \$553.5 million for Urban Area Security Initiative, a decrease of \$61.5 million
- \$274.5 million for the Nonprofit Security Grant Program, a decrease of \$30.5 million
- \$94.5 million for Public Transportation Security Assistance, a decrease of \$10.5 million
- \$90 million for Port Security Grants, a decrease of \$10 million
- \$324 million for Assistance to Firefighters Grants, a decrease of \$36 million
- \$324 million for Staffing for Adequate Fire and Emergency Response Grants, a decrease of \$36 million
- \$319.5 million for Emergency Management Performance Grants, a decrease of \$35.5 million
- \$10.8 million for Regional Catastrophic Preparedness Grants, a decrease of \$1.2 million
- \$117 million for the Emergency Food and Shelter Program; a decrease of \$13 million

The cut to the Urban Area Security Initiative impacted the funding level for the Santa Ana-Anaheim UASI. In FY23, the Santa Ana UASI received \$5.2 million and DHS announced on April 16, that for FY 2024 the funding level for region would be \$4.7 million.

#### Congress Kicks Off Fiscal Year 2025 Appropriations Process

At the beginning of April and with the FY24 bills behind them, Congress began in earnest its FY 2025 appropriations process. This process began with one big change. Rep. Kay Granger (R-TX) announced she was stepping down as Chair of the House Appropriations Committee. Rep. Tom Cole (R-OK) was selected as the new chair, which created a shuffling of subcommittee Chairs. Rep. Mark Amodei (R-NV) replaced Rep. David Joyce (R-OH) as the new Chair of the House Homeland Security Appropriations Subcommittee.

The OCFA worked with its Congressional delegation to submit several priority projects for their consideration including implementation of EV Infrastructure, and rehabilitation improvements at a



variety of OCFA fire stations. Final decisions on whether projects will move forward to the next step of Committee review will be announced mid-May.

We also worked closely with Reps. Kim, Tokuda & Mullin to support a programmatic funding request for Urban Search & Rescue. This effort included outreach to other members of Congress to sign on to a letter request with over a couple of dozen members doing so.

Both the House & Senate Appropriations Committees will begin mark-ups later this summer.

#### House Passes Fire Weather Development Act

On Monday, April 29, the House considered and passed, HR 4866, the Fire Weather Development Act by a vote of 341-48. All of OCFA's House congressional delegation voted in the affirmative.

This bill establishes several programs and requirements to address wildfire forecasting, detection, and management, particularly with respect to interagency collaboration. The bill also establishes the Interagency Coordinating Committee on Wildfires (to assist state and local agencies with wildfire management while avoiding duplication of activities) and the National Advisory Committee on Wildfires (to advise the coordinating committee and other relevant entities on wildfire management).

National Oceanic and Atmospheric Administration (NOAA) must establish a program to improve collaboration between federal, state, and local entities with respect to wildfire management. Program goals include improving communication about wildfire spread, earlier detection of wildfires, and better understanding of the impact of climate change on fire weather environments. Authorized activities include research and development of communication tools, modeling systems, and other relevant technology to help with wildfire management, as well as education and training for researchers and enhancing data sharing capabilities between agencies.

#### Senators Introduce Bipartisan Bill to Bolster FEMA Workforce Planning & Protect Communities from Natural Disasters

On April 24, Senators Gary Peters (D-MI), Chairman of the Homeland Security and Governmental Affairs Committee, and Bill Cassidy (R-LA) introduced bipartisan legislation directing the Federal Emergency Management Agency (FEMA) to create a plan for the agency to effectively manage its workforce so that they are well-equipped to help communities deal with natural disasters. FEMA has faced challenges deploying staff with the proper training and skills needed to best address different natural disasters across the country. This legislation would improve FEMA's employee recruitment and retention efforts, develop strategies to train and deploy their workforce in efficient ways, and utilize data to address and fix staffing gaps.

The Government Accountability Office (GAO) found that FEMA faced challenges deploying staff with the right skills and training to meet the specific needs of communities impacted by natural disasters. For example, at the height of workforce deployments in October 2017, GAO found that 54 percent of staff were serving in a capacity in which they were not formally certified according to FEMA's qualification system standards. When natural disasters hit, FEMA must ensure it has a strong workforce in place to provide reliable service.

The bipartisan Federal Emergency Mobilization Accountability (FEMA) Workforce Planning Act would require FEMA to submit a human capital operating plan to Congress one year after enactment and every three years thereafter. The plan must include specific retention and recruitment goals, strategies to train and deploy the workforce, and analysis of the current workforce, including gaps that need to be addressed. Additionally, the bill would require GAO to audit the plan within six months of submission to analyze whether it meets the requirements set in law, and, if not, offer recommendations to ensure subsequent plans do.

## **Administration**

### EPA Releases Final Rule on CERCLA Designation of PFOA and PFOS

On April 19, the Environmental Protection Agency (EPA) released a final rule designating Perfluorooctanoic Acid (PFOA) and Perfluorooctane sulfonic Acid (PFOS) as “hazardous substances” under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

Commonly known as the Superfund, CERCLA is intended to hold known polluters accountable. After making this designation, the EPA can force responsible parties to either clean up contaminated sites themselves or fully reimburse the EPA for remediation. The EPA is using its discretion on this matter and says that it will not pursue entities like local fire departments, where equitable factors do not support seeking response actions.

Both PFOA and PFOS are known as “forever chemicals.” In recent years, the public’s focus on forever chemicals has increased. This legislative response has therefore been long anticipated. The EPA has flexibility as to how, where, and when they enforce these regulations, and they recognize the role local fire departments play in protecting their community. It is because of this recognition that, in its April 19 memo on “[PFAS Enforcement Discretion and Settlement Policy Under CERCLA](#),” the EPA stated: “State or municipal airports and local fire departments provide a public service by preparing for and suppressing fire emergencies and protecting public safety. They do not manufacture PFAS nor use PFAS as part of an industrial process. Many airports and fire departments, however, store and use aqueous film forming foam (AFFF), [a] fire-fighting foam that may contain PFAS. Many airports have been required by Federal Aviation Administration regulations to maintain adequate amounts of AFFF to address fire emergencies. State or municipal airports and local fire departments have also used AFFF during fire emergencies and training exercises.”

H&K full report can be found here: [EPA Designates 2 PFAS Compounds as Hazardous Substances | Insights | Holland & Knight \(hklaw.com\)](#)



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

Executive Committee Meeting  
May 23, 2024

Agenda Item No. 2I  
Consent Calendar

### **Contract Increase for Copier/Multifunctional Devices (MFD) Lease**

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

Robert C. Cortez, Assistant Chief  
Business Services Department

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

714.573.6012

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

#### **Summary**

This agenda item is submitted for approval to increase a previously approved contract for the lease of copiers/multifunctional devices (MFD) to UBEO West, LLC to cover the cost of our actual print volume.

#### **Prior Board/Committee Action**

On May 25, 2023, the Executive Committee approved a five-year agreement for lease of copiers/multifunctional devices (MFD) to UBEO West, LLC. as a result of Request for Proposal (RFP) RO2598 at an annual amount of \$120,000 (\$600,000 total five-year term).

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

Approve and authorize the Purchasing Manager to increase the blanket order contract with UBEO West, LLC for a five-year term at an annual contract amount of \$220,000 annually (\$1,100,000 total five-year term).

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

None.

#### **Fiscal Impact**

Funding for this contract is included in the FY 23/24 Finance Division Budget. Funding for future years will be provided for in future operating budgets.

#### **Background**

On February 2, 2023 RFP RO2598 was issued and sent to 112 vendors to solicit proposals for an OCFA-wide contract encompassing copier/ MFD equipment with supplies and service support. On February 16, 2023, the proposal due date, ten proposals were received. Based on a Best and Final Offer, UBEO West, LLC ranked number one overall as a result of this solicitation.

Since the project implementation, the actual equipment usage has been greater than the estimated volume included with UBEO's initial proposal. As a result, staff is requesting approval to increase the contract amount by \$100,000 annually, for a total five-year term contract not to exceed \$1,100,000, so that the contract covers the cost of our actual print volume. The proposed changes will allow for the projected higher usage, and also provide the ability to modify equipment as department needs change over time. Factoring in the above-described contract cost increase,

UBEO West, LLC's proposal as amended remains as the lowest overall proposal for the solicitation. Since the requested contract cost increase results in a total increase that exceeds the fifteen percent permitted under management authority, Executive Committee approval is required.

***Conclusion and Recommendation for Award***

Based on the updated annual equipment usage estimates and to provide for future equipment modifications as needed, staff recommends that the contract with UBEO West, LLC. be increased to the amount of \$220,000 annually, or \$1,100,000 for the total five-year term.