



ORANGE COUNTY FIRE AUTHORITY

BOARD OF DIRECTORS

Regular Meeting Agenda

**Thursday, June 26, 2025
6:00 P.M.**

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

Link to:

[Board of Directors Member Roster](#)

NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

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

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

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

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

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

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



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

CALL TO ORDER by Chair Bacerra

INVOCATION by OCFA Chaplain Harry Robinson

PLEDGE OF ALLEGIANCE by Director Patel

ROLL CALL by Clerk of the Authority

REPORTS

A. Report from the Budget and Finance Committee

B. Report from the Fire Chief

- Ambulance Proposal Update
- Introduction of new Fire Marshal/Assistant Chief of CRR, Felicia Bryant
- Drowning Prevention
- Above & Beyond Award Announcement

PUBLIC COMMENTS

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

1. PRESENTATION

None.

2. CONSENT CALENDAR

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

A. Minutes for the Board of Directors Meeting

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

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

Recommended Action:

Approve the Minutes for the May 22, 2025, Regular Meeting as submitted.

B. Acceptance of 2025 California Governor's Office of Emergency Services Swift Water/Flood Search & Rescue Training Preparedness Grant Funding

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

Recommended Actions:

1. Approve and ratify the acceptance of additional funding to the Cal OES Swiftwater Flood/Search & Rescue Training Grant of \$46,350.
2. Approve the contract extension terms of March 1, 2024 thru June 30, 2026.
3. Approve a budget adjustment to the FY 2025/26 General Fund (121) budget increasing revenues and expenditures by \$46,350 for a total grant amount of \$135,960.

C. FY 2024/25 Year End Budget Adjustment

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

Recommended Action:

Approve and authorize FY 2024/25 budget adjustments as detailed in this report.

D. Updated Cost Reimbursement Rates

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

Recommended Action:

Approve and adopt the updated Cost Reimbursement Rates to be effective July 1, 2025.

E. FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Notice of Funding Opportunity Update

Submitted by: TJ McGovern, Deputy Chief/Emergency Operations Bureau and Robert C. Cortez, Assistant Chief/Business Services Department

Recommended Action:

Receive and file an update on FEMA's recently released FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity.

F. Acceptance of Grants from the OCFA Foundation

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Alicea Caccavo, Finance Division Manager/Business Services Department

Recommended Actions:

1. Approve acceptance of OCFA Foundation grant funds in support of the 2025 Fire Cadet Academy in the amount of \$60,000 and 2025 Girls Empowerment Camp in the amount of \$90,000.
2. Approve a Budget Adjustment in FY 2025/26 General Fund 121 to increase revenue and expenditures by \$150,000.

3. DISCUSSION CALENDAR**A. Board of Director Requested Item: Reserve Firefighter Stipend Adjustment**

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau and Marty Driscoll, Battalion Chief/Reserve Firefighter Program Manager

Recommended Actions:

1. Approve the recommended Reserve Firefighter stipend structure, submitted herein as Attachment 1, effective July 11, 2025.
2. Direct staff to include an increase in General Fund expenditures in the FY 2025/26 Mid-Year Budget Adjustments to fund the incremental cost of the stipend increase.

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

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

Recommended Action:

Approve and authorize staff to execute the proposed Side Letter Agreement to the 2023-2027 MOU between the Orange County Fire Authority and the Orange County Professional Firefighters Association.

C. Amendments to the Personnel & Salary Resolution

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau

Recommended Actions:

1. Approve the proposed amendments to the Personnel & Salary Resolution.
2. Approve the updated Classification Specification for Assistant Chief to include the position serving as Chief of Staff and Chief Technology Officer.
3. Approve the Side Letter of Agreement between the Orange County Fire Authority and Lori Zeller, Deputy Chief/Administration and Support Bureau, excluding Ms. Zeller from proposed and future amendments to the Personnel and Salary Resolution.
4. Direct staff to include an increase in General Fund expenditures in the FY 2025/26 Mid-Year Budget Adjustments to fund the cost of the adjustments.

4. PUBLIC HEARING

A. Updated Community Risk Reduction and Miscellaneous Fee Schedules

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau, Robert C. Cortez, Assistant Chief/Business Services Department and Alicea Caccavo, Finance Division Manager/Business Services Department

Recommended Actions:

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING RESOLUTION 2024-04 REGARDING COMMUNITY RISK REDUCTION AND MISCELLANEOUS FEE SCHEDULES.

BOARD MEMBER COMMENTS

RECESS TO CLOSED SESSION

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

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

CS2. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54954.5
Position: Fire Chief

CS3. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code Section 54957.6

Negotiators: Stephanie Holloman, Assistant Chief/Human Resources Director; and Robert Cortez, Assistant Chief/Business Services

Employee Organization: Orange County Professional Firefighters Association, IAFF - Local 3631

CS4. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6

Chief Negotiators: Board Chair Bacerra, Board Vice Chair Kalmick,
Budget and Finance Committee Chair Lumbar, and Immediate Past Board Chair Shawver

Position: Fire Chief

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT

ADJOURNMENT – The next meeting of the Orange County Fire Authority Board of Directors will be on Thursday, September 25, 2025, at 6:00 p.m.

**Adjourn in Memory of
Former OCFA Board Member
Chris Mears**

AFFIDAVIT OF POSTING

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

Maria D. Huizar, CMC
Clerk of the Authority

FUTURE BOARD AGENDA ITEMS – THREE-MONTH OUTLOOK:

- Proclamation: Fire Prevention Week (October)
- Carryover of Fiscal Year 2024/25 Uncompleted Projects
- 4th Quarter Report - FY2024/25 Goals and Objectives
- FY 2025/26 Goals and Objectives

UPCOMING MEETINGS:

Budget and Finance Committee
Legislative and Public Affairs Committee
Executive Committee

Wednesday, July 9, 2025, 12 noon
Tuesday, July 16, 2025, 12 noon
Thursday, July 24, 2025, 5:30 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Meeting
Thursday, May 22, 2025
6:00 P.M.**

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

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on May 22, 2025, at 6:00 p.m. by Chair Bacerra.

INVOCATION by OCFA Chaplain Arenado

PLEDGE OF ALLEGIANCE by Director Cabral

ROLL CALL by Clerk of the Authority

Present:

Phil Bacerra, Santa Ana, Chair
George Brietigam, III, Garden Grove
David Burke, Cypress
Victor Cabral, San Clemente
Mike Frost, Dana Point
Shari L. Horne, Laguna Woods
Bradley J. McGirr, Rancho Santa Margarita
Janet Nguyen, County of Orange
Bob Ruesch, Mission Viejo
Mark Tettemer, Lake Forest
Donald P. Wagner, County of Orange

Joe Kalmick, Seal Beach, Vice Chair
Troy Bourne, San Juan Capistrano
Tara Campbell, Yorba Linda
Robert Frackelton, Villa Park
Shelley Hasselbrink, Los Alamitos
Austin Lumbar, Tustin
Mike Munzing, Aliso Viejo
Nitesh Patel, La Palma
Joshua Sweeney, Laguna Hills
Connor Traut, Buena Park

Absent:

Chi Charlie Nguyen, Westminster
Dave Shawver, Stanton

Kelly Jennings, Laguna Niguel

Also present were:

Fire Chief Brian Fennessy
Deputy Chief TJ McGovern
Assistant Chief Jim Ruane
Assistant Chief Tim Perkins
Assistant Chief Baryic Hunter
Clerk of the Authority Maria D. Huizar

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

REPORTS

A. Report from the Budget and Finance Committee

Budget and Finance Committee Chair Lombard reported at its May 14, 2025, meeting, the committee reviewed and with a unanimous vote, forwarded the following to the Board of Directors for approval of the recommended actions: Appointment of Auditor and Treasurer for the Orange County Fire Authority and review of the Fiscal Year 2025/26 Proposed Budget.

B. Report from the Fire Chief

Fire Chief Fennessy provided the Third Quarter Progress Update for FY 2024/25 Strategic Goals & Objectives. He introduced this year is the 30th Anniversary of OCFA sharing a historic video of OCFA's past and present. Chief Fennessy provided that in 2019 the Board of Directors supported the creation of FIRIS the world's first fixed-wing Intelligence Surveillance and Reconnaissance platform used on wildfire, noting we face year-round wildfire season. He reported the program has been so successful it was ultimately expanded and transitioned to the State of California. In 2020, the Quick Reaction Force or "QRF" responded to more than 250 wildfires, dropping millions of gallons of water and saving lives and property, and billions in taxpayer dollars. He thanked Assembly Member Cottie Petrie-Norris for introducing Assembly Bill 275, working towards a state-focused funding method to keep QRF protecting life and property. She also introduced Assembly Bill 270, CAL FIRE will partner with OCFA to create a pilot project to expand aerial suppression, integrating the Blackhawk helicopters. Lastly, OCFA is working to ensure services of emerging technology include the new cardiac monitors to be brought before the Executive Committee for approval. He closed with the statement that lifesaving events occur every day and OCFA crews exceed the Return of Spontaneous Circulation national standards, we have crews who strive for excellence; highly trained first responders treating each patient as if it were their family member.

PUBLIC COMMENTS

None.

1. PRESENTATION

None.

2. CONSENT CALENDAR

On motion of Director Ruesch and second by Director Frackelton, approved 21-0 Agenda Item Nos. 2A thru 2D (Directors Jennings, C. Nguyen and Shawver absent).

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

Action: Approve the Minutes for the March 27, 2025, Regular Meeting as submitted.

B. Appointment of Auditor and Treasurer for the Orange County Fire Authority (FILE 17.10F)

Action: Adopt Resolutions 2025-01 and 2025-02 appointing OCFA's Finance Manager, Alicea Caccavo, as Auditor and James Slobojan as Treasurer for the Orange County Fire Authority.

C. Follow-Up Collaboration for Relocation of Resources (Fire Station 25 Midway City) (FILE 19.07C25)

Action: Receive and file the report regarding Follow-Up Collaboration for Relocation of Resources (Fire Engine 25 to Fire Truck 64) for service enhancements to the region including the unincorporated area of Midway City, and the cities of Westminster, Seal Beach, Los Alamitos, Garden Grove, Cypress and Rossmoor.

D. Resolution for Approval of the First Amendment to the Joint Community Facilities Agreement Relating to Fire Facilities at Rienda Master Planned Community (FILE 19.07C67)

Action: Adopt Resolution No. 2025-03 authorizing the Fire Chief, or designee, to execute Amendment 1 of the Joint Community Facilities Agreement, CFD 2022-1, among the County of Orange, the Orange County Fire Authority, and RMV PA 3 Development, LLC relating to Fire Facilities at Rienda Master Planned Community.

3. DISCUSSION CALENDAR

A. Amendment to Appendix H of the Memorandum of Understanding with the Orange County Professional Firefighters Association, Local 3631 (FILE 17.04B1)

Assistant Chief Holloman presented the report. General Counsel Kendig noted for the record that a revised Amendment to the MOU was circulated and is recommended for approval as revised.

On motion of Director Tettemer and second by Director Cabral, voted unanimously 21-0 (Directors C. Nguyen, Shawver and Jennings absent) to approve the Side Letter of Agreement between the Orange County Fire Authority and the Orange County Professional Firefighters Association, Local 3631 to amend Appendix H of the Memorandum of

Understanding to add Off Duty Use of OCFA Facilities to the list of Standard Operating Procedures and General Orders incorporated into the MOU.

4. PUBLIC HEARINGS

A. Public Hearing: Assembly Bill 2561 Local Public Employees Vacancy Report (FILE 12.02D9)

Chair Bacerra opened the Public Hearing.

Assistant Chief Holloman presented the report.

There was no comments from the public or from the Board.

Chair Bacerra closed the Public portion of the Public Hearing.

On motion of Director Ruesch and second by Director Hasselbrink approved 21-0 (Directors C. Nguyen, Shawver and Jennings absent) to receive and file the OCFA 2024/2025 annual Local Public Employee Vacancy report.

B. Public Hearing: Review of the Fiscal Year 2025/26 Proposed Budget (FILE 15.4)

Chair Bacerra opened the Public Hearing.

Assistant Chief Cortez presented the report to the Board; introducing Assistant Chief Ruane, Treasurer Slobojan, and Budget Manager Lam who assisted with the proposed Budget for 2025/26.

There were no comments from the public or from the Board.

Chair Bacerra closed the Public portion of the Public Hearing.

On motion of Director Munzing and second by Director Burke, approved 21-0 (Directors C. Nguyen, Shawver and Jennings absent) to:

1. Adopt the FY 2025/26 Proposed Budget as submitted.
2. Adopt Resolution No. 2025-04 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2025/26.
3. Approve and authorize the temporary transfer of up to \$90 million from the Fund 190 Workers' Compensation Reserve Fund to the General Fund 121 to cover a projected temporary cash flow shortfall for FY 2025/26.

4. Approve and authorize the repayment of \$90 million borrowed funds from Fund 121 to Fund 190 along with interest when General Fund revenues become available in FY 2025/26.
5. Approve changes to the Master Position Control list to add 19 positions and reclassify 11 positions as detailed in Attachment 3.
6. Approve transfers from the General Fund 121 to CIP Funds and Settlement Agreement Fund totaling \$39,845,695.

BOARD MEMBER COMMENTS

Director Campbell thanked those firefighters who participated in the “Love Yorba Linda” citywide service day. She additionally thanked the hand crew, cadets, and Division Chief Fetterman as they cleared brush at the equestrian center; all having gone above and beyond to provide service to the public.

Director J. Nguyen thanked staff, the firefighters, and the firefighter’s union for working together on a concise budget; especially the unfunded liability portion. It was teamwork by the Board, staff and the union all working together towards a goal. Also, thanks were given to Board colleagues who provided review with staff of the Midway City fire station.

Chair Bacerra thanked the Orange County Bomberos, a non-profit organization, comprised of firefighters throughout Orange County, committed to helping youth from low-income households pursue their dream career through educational and fire academy scholarships, donations, community outreach, mentorship and fundraising. They have an event coming up they will be hosting, a cornhole fundraiser on June 7, at Hanger 24 in Irvine. He noted it’s a great opportunity to give back to others.

Chair Bacerra adjourned the meeting in memory of the passing of retired OCFA Fire Chief Larry Holms, the first Fire Chief of OCFA, noting his remarkable history with Orange County.

RECESSED TO CLOSED SESSION AT 7:15 P.M.

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

CS2. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54954.5
Position: Fire Chief

CS3. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code Section 54957.6

Negotiators: Steve Berliner, LCW, Stephanie Holloman, Assistant Chief/Human Resources Director; and TJ McGovern, Deputy Chief/Emergency Operations Bureau

Employee Organization: Orange County Professional Firefighters Association, IAFF - Local 3631

CS4. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6

Negotiators: Steve Berliner, LCW and Lori Zeller, Deputy Chief/Administration & Support Bureau

Employee Organizations: Unrepresented Executive Management Employees

RECONVENE TO OPEN SESSION AT 8:10 p.m.

CLOSED SESSION REPORT

General Counsel Kendig stated the Board took no reportable action.

ADJOURNMENT – Chair Bacerra adjourned the meeting at 8:11 p.m. The next meeting of the Orange County Fire Authority Board of Directors will be on Thursday, June 26, 2025, at 6:00 p.m.

**In Memory Of
Retired Orange County Fire Authority
Fire Chief Larry Holms.**

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 26, 2025

Agenda Item No. 2B
Consent Calendar

**Acceptance of 2025 California Governor's Office of Emergency
Services Swift Water/Flood Search & Rescue Training Preparedness
Grant Funding**

Contact(s) for Further Information

Tim Perkins, Assistant Chief
Field Operations South

timperkins@ocfa.org

714.573.6761

Sean Lowry, Battalion Chief
US&R Program Manager

seanlowry@ocfa.org

949.837.7468

Summary

This item is submitted for approval and acceptance of a 2025 California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES", grant to be utilized to attend and successfully complete Swiftwater Flood/Search & Rescue Training. The funding is intended to be used to support the preparedness of the OCFA assigned Swiftwater Flood/Search and Rescue (SF/S&R5) unit assigned to the Orange County Fire Authority.

Prior Board/Committee Action

On July 27, 2024, the Board of Directors approved the acceptance of the Cal OES Swiftwater Flood/Search & Rescue Training Grant and the budget adjustment to the FY 2024/25 General Fund (121) budget increasing revenues and expenditures by \$89,610 by a 19-0 vote (Directors Nguyen, Lombard, Mallari, Shawver and Kim absent).

On June 11, 2025, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 9-0.

RECOMMENDED ACTION(S)

1. Approve and ratify the acceptance of additional funding to the Cal OES Swiftwater Flood/Search & Rescue Training Grant of \$46,350.
2. Approve the contract extension terms of March 1, 2024 thru June 30, 2026.
3. Approve a budget adjustment to the FY 2025/26 General Fund (121) budget increasing revenues and expenditures by \$46,350 for a total grant amount of \$135,960.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The fiscal impact includes new Cal OES revenue of \$135,960 with corresponding proposed expenditures in FY 2025/26. This grant is to assist the OCFA with training funds to support the Swiftwater Flood/Search Rescue unit assigned the OCFA, and the proposed adjustments to the FY 2025/26 budget.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

California Swiftwater Flood/Search & Rescue (SF/S&R5), located in Orange County and sponsored by the Orange County Fire Authority, is one of 13 Cal OES Swiftwater Flood/Search & Rescue units assigned throughout California. There are many training requirements required for staffing these specialized units. Cal OES is providing grant funds to assist the OCFA with meeting these training requirements.

SF/S&R5, maintains a response capability that includes an apparatus and equipment supply inventory to conduct operations in the water rescue environment. Prior deployments of this resource include Hurricane Katrina in Texas in 2005 and the Floodings in Northern California in early 2023.

Cal OES has authorized funding of \$135,960 to each of the 13 Cal OES SF/S&R Teams to support the training courses required for this program. This grant funding performance period is March 1, 2024 to June 30, 2026.

Attachment(s)

Cal OES SF/S&R Training Reimbursement Agreement No. A231012712

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 14 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
A231012712	01	GOES-0690

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

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

CONTRACTOR NAME
Orange County Fire Authority

2. The term of this Agreement is:

START DATE
March 1, 2024, or upon approval, whichever is later

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:
\$ 135,960.00
One Hundred Thirty Five Thousand and Nine Hundred and Sixty Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. Pursuant to Pursuant to Exhibit A, Statement of Work, Section 2, Term / Period Performance, Cal OES extends the term end date from June 30, 2025 to June 30, 2026.

Current Term: 03/01/2024– 06/30/2025
New Term: 03/01/2024– 06/30/2026

II. Pursuant to Exhibit A, Statement of Work, Section 3, Budgeted Amount, Cal OES hereby increases the budgeted amount by \$46,350.00 thus increasing the total budgeted amount from \$89,610.00 to \$135,960.00.

Previous contract value: \$89,610.00
New contract value: \$135,960.00

III. Cal OES hereby adds Attachment 1, Sample Invoice, and makes various updates to Exhibit A, Statement of Work (SOW), Exhibit B, Budget Detail and Payment Provisions, Exhibit B-1, Cost Sheet, and Exhibit C, General Terms and Conditions, as indicated in red in the attached document
All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS 1 Fire Authority Road	CITY Irvine	STATE CA	ZIP 92602
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PRINTED NAME OF PERSON SIGNING Brian Fennessy	TITLE Fire Chief
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 5/7/2025
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STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 14 PAGES

AGREEMENT NUMBER A231012712	AMENDMENT NUMBER 01	Purchasing Authority Number GOES-0690
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STATE OF CALIFORNIA

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

CONTRACTING AGENCY ADDRESS 10391 Peter A McCuen Blvd	CITY Mather	STATE CA	ZIP 95655
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PRINTED NAME OF PERSON SIGNING Eric Swanson	TITLE Deputy Director, Finance and Administration
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CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 5/8/2025
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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EXHIBIT A
STATEMENT OF WORK (SOW)

SWIFTWATER FLOOD/SEARCH AND RESCUE TRAINING REIMBURSEMENT**TEAM FIVE (5)****1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES" requires the Orange County Fire Authority, hereinafter referred to as "Fire Agency", to govern the reimbursements for the Fire Agency's cost of providing training, **exercises, backfilling of positions, overtime,** and travel costs to allow Fire Agency staff to attend and complete Swiftwater Flood/Search and Rescue (SF/S&R) team **training and exercises** as required by Cal OES and specifically related to the SF/S&R program. The staff attending the training **courses and exercises** will help **assure ensure** that the Fire Agency is prepared to respond to larger or more complex SF/S&R events within the State of California.

Cal OES and the Fire Agency shall use the most cost-effective means for providing funding for team training, **exercises, backfilling of positions, overtime,** and related travel costs. The intent is to provide ~~the Fire Agency~~ reimbursement for the least extraordinary costs incurred to deliver, **host, and/or** send Cal OES Swiftwater Flood/Search and Rescue (SF/S&R) team members to SF/S&R response training **and exercises** ~~the reimbursement provided under this Agreement will not cover Fire Agency's staff back-fill and overtime to attend training.~~

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be March 1, 2024, or upon approval **by the Department of General Services (DGS),** whichever is later, through June 30, 2025~~6~~, with the option to extend. ~~for one (1) additional twelve (12) month term at the original rates evaluated and considered.~~
- B. The Fire Agency shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Fire Agency and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Fire Agency may execute written amendments to alter the method, price, or schedule of the work, subject to the limitations set forth by California Public Contract Code, section 100 et seq, and the California State Contracting Manual, ~~Volume 1.~~

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed ~~\$89,610.00~~\$135,960.00, and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein.

4. PROJECT TASKS AND DELIVERABLES

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

- A. The Fire Agency shall schedule SF/S&R courses ~~and exercises~~ upon approval of the Cal OES Contract Manager. The courses shall provide initial training for new team members and continual education for existing personnel to maintain competency and prepare for emergency readiness. Attendees must be a rostered or probationary member of ~~the~~ Cal OES SF/S&R-5 team.
- B. The Fire Agency shall ensure members of the SF/S&R-5 team complete the required training pertinent to SF/S&R-5 team certification and in compliance with Firefighting Resources of California Organized for Potential Emergencies Incident Command System (FIRESCOPE) Incident Command System (ICS) 162 requirements and National Fire Protection Agency (NFPA) 1670 and 1006 Standard for Technical Rescue Personnel Qualifications (2021), and/or mutually agreed upon SF/S&R training program or other acceptable training that meets Cal OES requirements/standards and is approved by the Cal OES Contract Manager. These training courses include, but are not limited to:
 - i. ~~River and Flood Rescue Technician (RFRT)~~ Open Water Rescuer - Basic
 - ii. ~~River and Flood Boat Technician (RFRBT)~~ Water Rescue Technician
 - iii. ~~Any additional SF/S&R training approved by the Cal OES Contract Manager~~ Watercraft Rescue Technician
 - iv. Non-Motorized Watercraft Rescue Technician
 - v. Motorized Watercraft Rescue Technician
 - vi. Personal Rescue Watercraft Rescue Technician
 - vii. ~~Any~~ Additional SF/S&R training approved by the Cal OES Contract Manager.
- C. Upon ~~the~~ Cal OES Contract Manager's approval, the Fire Agency shall conduct and host the training described in section B, and will be reimbursed for travel, ~~exercises, backfilling positions, overtime,~~ instructor fees, ~~instructors'-instructor~~ backfill and overtime (when an instructor is a Fire Agency employee), facility rental fees, equipment rental fees, certificates of completion through the issuing

training program administrator, and consumables related to ~~the~~ training and exercises, including ~~the~~ training materials, ~~such as~~ printings, and office supplies, and fuel, etc.

- D. The Fire Agency shall ensure the members of SF/S&R-5 are receiving continual educational opportunities and/or refresher training to maintain competency utilizing the certified training required by FIRESCOPE ICS 162 requirements and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021) or any other training approved by Cal OES Contract Manager.
- E. The Fire Agency shall submit team training certifications that reflect the completion of training courses included in the above sections (B, C, and D) upon request by the Cal OES Contract Manager in order to be reimbursed for the training costs.

5. ACCEPTANCE OF SERVICES

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

- A. The Fire Agency is responsible for obtaining approval from the Cal OES Contract Manager before beginning any services.
- B. The Fire Agency shall meet all timelines and deliverables due dates as described herein.
- C. It shall be Cal OES' sole determination as to whether services have been completed and are acceptable.
- D. The Fire Agency costs related to rework of unacceptable work products shall be costs of the Fire Agency and shall not be billed to Cal OES.
- E. ~~In the event that not all fire agency staff successfully complete training, Cal OES reserves the right to reduce the invoice by the number of Fire Agency staff who did not successfully complete the training. The Fire Agency costs related to failure by staff to successfully complete the training shall costs of the Fire Agency and shall not be billed to Cal OES.~~

6. FIRE AGENCY RESPONSIBILITIES

- A. This serves as a notice under Executive Order N-6-22 that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to

comply may result in the termination of contracts or grants, as applicable.

- B. ~~The Fire Agency shall provide all equipment and/or software necessary to perform the required duties outlined herein.~~
- C. The Fire Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- ~~D. The Fire Agency shall pay all costs associated with backfill or overtime incurred by Cal OES SF/S&R team members attending the training courses identified under this Agreement and will not be reimbursed by Cal OES.~~
- E. The Fire Agency shall pay civilian personnel, not otherwise covered by the California Fire Assistance Agreement (CFAA), at the rate and method formally negotiated and agreed upon prior to the training or exercise between the Fire Agency and the Civilians rostered for the training or exercise in those positions.
- F. If a Fire Agency employee is unable to perform due to illness, resignation, or other factors beyond the Fire Agency's control, the Fire Agency shall provide qualified and suitable substitute personnel at cost to the Fire Agency.

7. CAL OES RESPONSIBILITIES

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

8. PERFORMANCE

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

- A. Cal OES will notify the Fire Agency of such problems in writing within five (5) business days.
- B. The Fire Agency must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and a detailed explanation of how the Fire Agency plans to mitigate the issue.

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

9. PROBLEM ESCALATION

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

First level: Jack Fry, Deputy Chief
(916) 628-7015
Jack.Fry@CALOES.ca.gov

Second level: ~~Justin Freiler, Deputy Superintendent~~
~~(805) 594-2148~~
~~Justin.Freiler@CalOES.ca.gov~~
~~Larry Collins, Deputy Chief~~
~~(916) 845-8636~~
~~Larry.Collins@caloes.ca.gov~~

Third level: Lori Nezhura, Deputy Director
(916) 261-4535
Lori.Nezhura@CalOES.ca.gov

10. TERMINATION OF AGREEMENT

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

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

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.
- B. This Agreement may be suspended or canceled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as-a-result of any action by any governmental authority.
- C. Cal OES may terminate the performance of work under this Agreement for its convenience in whole or, from time to time, in part, if Cal OES determines that a termination is in the State's interest.
 - i. Cal OES shall terminate by delivering to the Fire Agency a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.
 - ii. After receipt of a Notice of Termination, and except as directed by Cal OES, the Fire Agency shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Fire Agency shall:
 - a) Stop work as specified in the Notice of Termination.
 - b) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

- c) Terminate all subcontracts to the extent they relate to the work terminated.
 - d) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.
- D. The Fire Agency may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

11. SUBCONTRACTING PROVISIONS

- A. The Fire Agency will act as the prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Fire Agency shall also identify its subcontractor affiliation, as applicable.
- B. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- C. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Fire Agency of its responsibilities and obligations hereunder. The Fire Agency is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- D. If a subcontractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise, then those amounts paid to certified subcontractors shall be identified on the Fire Agency's invoice(s).
- E. The Fire Agency's obligation to pay its subcontractors is an independent obligation from Cal OES' obligation to make payments to the Fire Agency. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- F. The services may be subcontracted without limitation only when the primary agreement is a subvention agreement, or the total of all subcontracts does not exceed \$50,000 or 25% of the total Agreement amount, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements; or all subcontracts are with one of the following entities:
 - i. A California state agency, state college, or state university.
 - ii. A state agency, state college, or state university from another state.
 - iii. A local governmental entity, including those created as a Joint Powers Authority (JPA), and including local government entities from other states.

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- iv. An auxiliary organization of the CSU, or a California community college.
- v. The Federal Government.
- vi. A foundation organized to support the Board of Governors of the California Community Colleges.
- vii. An auxiliary organization of the Student Aid Commission established under Education Code § 69522.

G. If the total of all subcontracts exceeds \$50,000 or 25% of the total Agreement amount, whichever is less, then higher levels of subcontracting are permissible if the subcontract is justified and not for the purpose of circumventing state contracting requirements, and:

- i. Certification by the Fire Agency that the subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders; or
- ii. Approval by the Cal OES' Director explaining the reason the subcontract(s) are included in this Agreement rather than being separately bid and contracted for by Cal OES and attesting that the selection of the subcontractor(s) without competitive bidding was necessary to promote the Cal OES' needs and was not done for the purpose of circumventing competitive bidding or other state contracting requirements.

12. AUTHORIZED REPRESENTATIVES

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

For service-related inquiries:

The California Governor's Office of Emergency Services		Orange County Fire Authority	
NAME:	Contract Manager, Kelly Rogers, Emergency Management Coordinator Instructor II	NAME:	Sean Lowry, US&R Program Manager
ADDRESS:	10391 Peter A McCuen Mather, CA 95655	ADDRESS:	19682 Descartes, Lake Forest, CA 92610
PHONE:	(916) 826 - 8117	PHONE:	(949) 274-5712

California Governor's Office of Emergency Services

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 SF/S&R Training Reimbursement
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EMAIL:	Kelly.Rogers@CalOES.ca.gov	EMAIL:	SeanLowry@ocfa.org
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For Agreement administrative inquiries:

The California Governor's Office of Emergency Services		Orange County Fire Authority	
NAME:	Antonio Castaneda, Contract Analyst	NAME:	Maile Roseland, US&R Administrative Assistant
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	19682 Descartes, Lake Forest, CA 92610
PHONE:	(916) 364-4626	PHONE:	(949) 979-0156
EMAIL:	Antonio.Castaneda@caloes.ca.gov	EMAIL:	MaileRoseland@ocfa.org

California Governor's Office of Emergency Services

Orange County Fire Authority
SF/S&R Training Reimbursement
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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been completed and is acceptable.
2. Invoices shall be submitted after services are rendered and shall include the following information:

~~A. Agreement No.~~

~~B. Fire Agency / SF/S&R-5~~

~~C. Service~~

~~D. Itemized Cost~~

~~E. Invoice Date~~

~~F. Daily sign-in rosters with wet signatures~~

~~G. Copies of State Fire Training Certificates of Completion~~

A. Invoice indicates Cal OES as the recipient of charges (billed to).

B. Agreement / Contract number.

C. Fire Agency name.

D. Team name and team number

E. Invoice Number.

F. Invoice date.

G. Point of contact and contact information.

H. The complete address where the reimbursement is to be mailed.

I. Itemized costs.

J. Description of the services provided.

K. Total reimbursement amount.

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

California Governor's Office of Emergency Services

Orange County Fire Authority
SF/S&R Training Reimbursement
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3. The Fire Agency will be reimbursed for actual incurred travel expenses based on the per diem rates used for State employees, on receipt and approval of an itemized invoice. Travel reimbursement rates and applicable restrictions are identified on the Employee/Travel Reimbursement section of the California Department of Human Resources (Cal HR) website:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Travel reimbursement rates as identified by Cal HR can vary from year to year. Rates for future years will conform to Cal HR rates for the corresponding contract year submit invoices to:

**California Governor's Office of Emergency Services
Accounting Unit**

csti-fr-training@caloes.ca.gov
CSTIinvoice@caloes.ca.gov

4. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other considerations under this Agreement, and the Fire Agency shall not be obligated to perform any provisions of this Agreement.
5. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES or offer an amendment to the Fire Agency to reflect the reduced amount.
6. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
7. The Fire Agency understands that in order to ensure final payment for work performed as part of this agreement, the Cal OES Contract Manager must receive all final closeout invoices no later than June 30, ~~2025-2026~~.
8. Invoices shall be submitted as needed utilizing the Cal OES Fire and Rescue Training Unit Reimbursement documents, provided in Attachment 1, and arrears, identifying staff by name, classification, period of service, and cost per category, as shown on Exhibit B-1, Cost Worksheet.

California Governor's Office of Emergency Services

Orange County Fire Authority
SF/S&R Training Reimbursement
Agreement No. A231012712-A1**EXHIBIT B-1
COST SHEET**

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

ITEM NO.	DESCRIPTION	EXTENDED PRICE
1	Reimbursement for training courses and exercises described in Exhibit A, Section 4, paragraph B, and associated travel to and from training and exercise locations*	\$87,000.00 \$132,000.00
2	Additional 3% administrative fees**	Not to exceed \$2,610.00 \$3,960.00
	Grand Total	\$89,610.00 \$135,960.00

*The allowable cost for reimbursement under this Agreement are tuition, travel (as applicable and specified by Cal HR on their website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), **backfill and overtime**, instructor fees to include instructor backfill and overtime, facility rental fees, equipment rental fees, **training materials**, certification through issuing and consumables costs. All reimbursable costs must be supported by itemized invoices. The Fire Agency shall provide receipts for the expenditures related to training **and exercise** delivery to include tuition, **travel, backfill, and overtime**, instructor fees to include backfill and overtime, facility rentals, equipment rentals, **travel training materials, and** consumables, and certificates of completion through the issuing training program administrator. ~~The b~~ Backfill and overtime costs ~~for instructors~~ will be reimbursed based on the staff's classification levels utilized at the Fire Agency, according to the rates specified in **the** California Fire Assistance Agreement (CFAA):

<https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/>

The Fire Agency is approved to add an additional 3% administrative fee for processing invoices for reimbursement not to exceed ~~\$2,610.00~~ **\$3,960.00 in total.

California Governor's Office of Emergency Services

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SF/S&R Training Reimbursement
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EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

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

~~Non-IT Services General Terms and Conditions (02/2025):~~

~~<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>~~

California Governor's Office of Emergency Services

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ATTACHMENT 1
SAMPLE INVOICE

SAMPLE INVOICE

INVOICE

Team #/Fire Agency Name
Mail all checks to: Mailing address

Street Address
City, ST ZIP Code
Phone | Fax
Email | Website

INVOICE #:
DATE:
FOR: Project or service description)
CONTRACT #: A2310XXXX

BILLED TO:
Cal OES
3650 Schriever Ave
Mather, CA 95655
CSTIInvoices@caloes.ca.gov
CSTI-fr-training@caloes.ca.gov

Description/Itemization of Services:	Amount
Class name, date, # of students	
Lodging	\$XX.XX
Tuition	\$XX.XX
Travel	\$XX.XX
Course materials	\$XX.XX
Certificates	\$XX.XX
3% Admin Fee	\$XX.XX
Total	\$XX.XX

Make all checks payable to: Team #/Fire Agency Name
Mail all checks to: Mailing address
If you have any questions concerning this invoice, contact Name | Phone | Email



Orange County Fire Authority **AGENDA STAFF REPORT**

**Board of Directors Meeting
June 26, 2025**

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

FY 2024/25 Year End Budget Adjustment

Contact(s) for Further Information

Robert C. Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
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James Slobojan, Treasurer Treasury & Financial Planning	james@slobojan@ocfa.org	714.573.6305
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Stuart Lam, Budget Manager Treasury & Financial Planning	stuartlam@ocfa.org	714.573.6302
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Summary

This item is submitted to request approval to adjust revenues and expenditures to reflect changes identified after the FY 2024/25 Mid-Year Budget Adjustment was approved in March 2025.

Prior Board/Committee Action

A comprehensive mid-year financial review was presented to the Budget and Finance Committee and the Board of Directors in January 2025, highlighting proposed mid-year changes to the FY 2024/25 budget that were needed based on events that have occurred since the budget was adopted. The Board directed staff to return in March with the technical budget adjustments required to implement the proposed changes.

At its regular March 12, 2025, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item. At its regular March 27, 2025, meeting, the Board of Directors also reviewed and approved this item. Subsequent to the Board's approval of the mid-year budget adjustments, there were additional adjustments to both revenues and expenditures that require Board approval prior to year-end.

On June 11, 2025, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 9-0.

RECOMMENDED ACTION(S)

Approve and authorize FY 2024/25 budget adjustments as detailed in this report.

Impact to Cities/County

N/A

Fiscal Impact

Financial impact is detailed in the report, with an overall adjustment in revenues (all funds combined) of \$2.7 million and an overall adjustment in expenditures (all funds combined) of \$2.9 million. The \$167K in expenditures in excess of revenue adjustments is primarily due to an increase in the annual property tax administration fee paid to the County of Orange.

Increased Cost Funded by Structural Fire Fund:	\$167,377
Increased Cost Funded by Cash Contract Cities:	\$0

Background

Proposed FY 2024/25 Year End Budget Adjustment

Since the mid-year budget adjustment was approved by the Board in March 2025, additional changes to the budget have become necessary. Overall, the proposed changes in the General Fund result in a revenue adjustment of approximately \$2.7 million and an expenditure adjustment of \$2.9 million.

FY 2024/25 General Fund Revenue Adjustments - \$2.7 million

Assistance by Hire (ABH)/Emergency Incident: ABH is the term used when OCFA responds to requests for assistance to incidents outside our area of responsibility, on a reimbursement basis. This adjustment includes an additional \$2.2 million not included in the mid-year adjustments. An expenditure adjustment is also proposed to the overtime/backfill category to cover the costs associated with providing the ABH services.	\$2,220,892
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Grant/Reimbursable Programs: This category includes reimbursements for Grants or other programs where expenditures are reimbursed once incurred. The \$55K adjustment is for Cal OES Swiftwater/Search & Rescue Training Grant (\$46K) and Cal OES US&R Training Grant (\$9K).	\$55,215
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Miscellaneous: This category of revenue adjustments includes \$340K for insurance settlements, \$110K for sale of surplus, and a net decrease in cash contract city facilities maintenance charges in the amount of \$5K to reflect final cash contract city billing for FY 2024/25.	\$445,000
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Note: Some adjustments represent future anticipated reimbursement revenue

FY 2024/25 General Fund Expenditure Adjustments - \$2.9 million

Assistance by Hire/Emergency Incident Costs: As mentioned under Revenue for ABH, an adjustment is needed for in-county and out-of-county responses, primarily in the overtime/backfill category, but also for response-related supplies.	\$2,220,892⁽¹⁾
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Grant/Reimbursable Programs: These expenditure items include Cal OES Swiftwater/Search & Rescue Training Grant (\$46K) and Cal OES US&R Training Grant (\$9K).	\$55,215⁽¹⁾
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Property Tax Administration Fee: This adjustment covers the impact of an increase in the annual property tax administration fee paid to the County of Orange. The cost of property tax administration, which is spread among all agencies that receive property tax within the County, increased due to an information technology system upgrade.	\$612,377
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¹ Expenditure increase is wholly or partially cost neutral, offset by a corresponding revenue source or dedicated fund balance.

FY 2024/25 CIP Fund Expenditure Adjustments - \$0

Fund 133 – Fire Apparatus: A key objective of the Fleet (Fund 133) 5-Year CIP program is to provide funding for replacement of Fire Apparatus that have reached end of life due to age and / or mileage. For the current fiscal year 2024/25, three replacement trucks were included in the adopted budget, with an additional four replacement trucks being proposed for funding with the FY 2025/26 5-Year CIP. Due to the extended lead time from the time of purchase contract issuance to delivery of the apparatus, and the availability of funding in the FY 2024/25 Fund 133 CIP, staff is recommending that one additional ladder truck be authorized for purchase with the current year CIP, bringing the total to four replacement units. The purchase would be made with existing budget savings and does not require an increase to the Fund 133 budget. The purchase would be in accordance with OCFA Bid LK2720 - 2029 KME Tiller Drawn Aerial Apparatus, with current total pricing at \$2,988,417.45 per unit.

\$0



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 26, 2025

Agenda Item No. 2D
Consent Calendar

Updated Cost Reimbursement Rates

Contact(s) for Further Information

Robert C. Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Alicea Caccavo, Finance Division
Manager/Business Services Department

aliceacaccavo@ocfa.org

714.573.6304

Summary

This item is submitted to request approval of the proposed Cost Reimbursement rates.

Prior Board/Committee Action

On June 11, 2025, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 9-0.

RECOMMENDED ACTION(S)

Approve and adopt the updated Cost Reimbursement Rates to be effective July 1, 2025.

Impact on Cities/County

Not applicable

Fiscal Impact

The fiscal impact of the new rates will be based on the number of incidents that occur throughout the year and will be incorporated into the mid-year budget update.

Background

The *California Fire and Rescue Mutual Aid System Operating Plan* outlines the methodologies and formulas that participating agencies (including OCFA) are required to use when developing cost reimbursement rates. These rates are applied when OCFA resources are requested by various federal (e.g., Cleveland National Forest Service) and state (e.g., Cal Fire) agencies.

The California Office of Emergency Services (Cal OES) requires a different method for calculating reimbursement rates for non-suppression personnel only. Both methods are designed to reimburse OCFA solely for the marginal cost of providing resources. The rates are calculated using three separate components: the indirect (overhead) cost rate, personnel rate, and equipment rate.

Reimbursement Rate Calculation (Other than Cal OES)

The proposed Indirect Cost Rate for FY 2025/26 is 17.80%, representing an increase of 1.11% from the current rate of 16.69%. This change is primarily due to increases in labor contract costs and support expenses driven by inflation. According to Title 2 of the Code of Federal Regulations, Part 200, issued by the Federal Office of Management and Budget, special projects and unexpected

events are considered allowable costs when developing the indirect cost rate. Specialty pays (e.g., crane operator, paramedic, hazmat specialist, hazardous duty, technical rescue truck, and US&R pay) are blended with the base salary when calculating the average hourly rates for suppression positions. A full list of the proposed reimbursement rates by position, including the indirect cost rate, is provided in Attachment 1A.

Equipment Rates

OCFA adopted the CalOES California Fire Assistance Agreement (CFAA) and the Federal Emergency Management Agency (FEMA) approved equipment rates, with the exception of helicopter rates, to seek reimbursement for equipment use during fire incidents (see Attachment 2). The helicopter rates will remain unchanged until a full cycle of flight hours has occurred at which time the rates will be updated.

Cal OES Reimbursement Rates

The Cal OES requires separate calculations for regular and overtime reimbursement rates for non-suppression staff. The Cal OES personnel reimbursement rates are listed in Attachment 1B to this staff report.

Civilian Position Rates

The civilian position reimbursement rates are used for task force members responding to national and regional disasters on search and rescue missions. The reimbursement rate for affiliate members is based on the top-step shift rate for OCFA's Battalion Chief. The reimbursement rates for all other civilian positions are based on a salary survey conducted within California task forces, and the rates are shown in the Cal OES reimbursement schedule (Attachment 1B).

Mutually Beneficial Hourly Rates (Hand Crew and Dozer Operator)

These rates, based on a methodology originally approved in 2010, are updated annually and are used to recover only the base salary costs of hand crew and dozer operators when OCFA determines that the projects are beneficial to both the requesting entity and OCFA.

QRF Reimbursement Rates

The Quick Reaction Force (QRF) reimbursement rates are based on the QRF Program and vendor agreements previously approved by the Board of Directors on January 23, 2025. The QRF reimbursement rates include OCFA's cost recovery for helitankers, mobile fire-retardant plant, and hourly rates for Program Managers and Air Tactical Group Supervisors (Attachment 3).

Summary

Upon approval of the proposed rates included in Attachment 1A, 1B, 2, and 3, OCFA's Finance/Cost Recovery Section will use the approved rates for the following activities or programs:

- Assistance by Hire (ABH) rates for services provided in response to CAL FIRE, Cal OES, Cleveland National Forest Service (CNF) Fire/Incident response, and other agency requests.
- Fire/Incident Restitution
- Special Event Stand-By
- Other Miscellaneous Billing

Attachment(s)

1. Updated Cost Reimbursement Rates – Personnel

- a. Proposed Cost Reimbursement Rates – All Agencies except Cal OES
 - b. Proposed Cost Reimbursement Rates – Cal OES
2. Proposed Cost Reimbursement Rates –Equipment.
3. Proposed Cost Reimbursement Rates - QRF

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)
PERSONNEL
EFFECTIVE JULY 1, 2025

CLASSIFICATION	2024/25 ADOPTED RATES with ICRP	ADMIN RATE (ICRP)	2025/26 PROPOSED RATE with ICRP	\$ CHANGE	% CHANGE
SUPPRESSION PERSONNEL					
DEPUTY CHIEF	\$305.74	17.80%	\$313.94	\$8.20	2.68%
ASSISTANT CHIEF	\$284.38	17.80%	\$292.04	\$7.66	2.69%
FIRE DIVISION CHIEF (DC)	\$209.45	17.80%	\$213.69	\$4.24	2.02%
FIRE BATTALION CHIEF (BC)	\$156.52	17.80%	\$160.72	\$4.20	2.68%
FIRE CAPTAIN (FC)	\$105.93	17.80%	\$107.79	\$1.86	1.75%
FIRE APPARATUS ENGINEER (FAE)	\$87.22	17.80%	\$88.21	\$0.99	1.14%
FIREFIGHTER (FF)	\$75.33	17.80%	\$77.51	\$2.18	2.89%
HAND CREW (FIREFIGHTER)	\$40.34	17.80%	\$43.29	\$2.95	7.31%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$92.06	17.80%	\$94.38	\$2.32	2.52%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$78.65	17.80%	\$80.62	\$1.97	2.51%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$70.11	17.80%	\$71.89	\$1.78	2.54%
HEAVY FIRE EQUIPMENT OPERATOR	\$128.89	17.80%	\$145.35	\$16.46	12.77%
FIRE PILOT	\$106.80	17.80%	\$122.97	\$16.17	15.14%
NON-SUPPRESSION PERSONNEL					
ACCOUNTANT	\$90.31	17.80%	\$87.01	(\$3.30)	-3.65%
ACCOUNTING MANAGER	\$98.74	17.80%	\$97.42	(\$1.32)	-1.34%
ADMINISTRATIVE ASSISTANT	\$58.18	17.80%	\$61.24	\$3.06	5.26%
ASST. FIRE MARSHAL	\$120.83	17.80%	\$127.56	\$6.73	5.57%
ASST. PURCHASING AGENT	\$96.23	17.80%	\$100.12	\$3.89	4.04%
BUYER	\$65.60	17.80%	\$70.51	\$4.91	7.49%
COMMUNICATIONS TECHNICIAN	\$73.40	17.80%	\$70.61	(\$2.79)	-3.81%
COMMUNICATIONS SERVICE SUPERVISOR	\$110.48	17.80%	\$114.93	\$4.45	4.03%
DEPUTY FIRE MARSHAL	\$96.91	17.80%	\$101.53	\$4.62	4.76%
EMERGENCY COMM CENTER MANAGER	\$68.50	17.80%	\$85.46	\$16.96	24.75%
ENVR HEALTH & SAFETY OFFICER	\$82.41	17.80%	\$84.73	\$2.32	2.81%
EQUIPMENT TECHNICIAN I	\$62.61	17.80%	\$65.17	\$2.56	4.09%
EQUIPMENT TECHNICIAN II	\$76.72	17.80%	\$78.07	\$1.35	1.76%
FINANCE DIVISION MANAGER	\$107.76	17.80%	\$115.76	\$8.00	7.42%
FIRE COMM RELAT/ED SPECIALIST	\$78.17	17.80%	\$82.04	\$3.87	4.95%
FIRE COMM RELAT/ED SUPERVISOR	\$82.11	17.80%	\$95.22	\$13.11	15.96%
FIRE COMMUNICATIONS DISPATCHER	\$71.76	17.80%	\$76.28	\$4.52	6.29%
FIRE COMMUNICATIONS SUPERVISOR	\$86.38	17.80%	\$88.91	\$2.53	2.93%
FIRE HELICOPTER TECHNICIAN	\$100.83	17.80%	\$105.30	\$4.47	4.43%
FIRE PREVENTION ANALYST	\$109.43	17.80%	\$113.86	\$4.43	4.05%
FIRE PREVENTION SERVICES SPECIALIST	\$36.23	17.80%	\$40.89	\$4.66	12.86%
FIRE PREVENTION SPECIALIST	\$81.70	17.80%	\$87.82	\$6.12	7.49%
FIRE PREVENTION TRAINEE	\$61.70	17.80%	\$64.38	\$2.68	4.34%
FIRE SAFETY ENGINEER	\$129.27	17.80%	\$134.47	\$5.20	4.02%
FLEET SERVICES COORDINATOR	\$86.38	17.80%	\$86.83	\$0.45	0.52%
FLEET SERVICE DIVISION MANAGER	\$98.74	17.80%	\$101.53	\$2.79	2.82%
FLEET SERVICES SUPERVISOR	\$94.42	17.80%	\$91.34	(\$3.08)	-3.26%
GENERAL LABORER	\$39.68	17.80%	\$40.37	\$0.69	1.75%
GIS ANALYST	\$116.34	17.80%	\$121.03	\$4.69	4.03%
GIS SUPERVISOR	\$140.15	17.80%	\$146.07	\$5.92	4.23%
GIS TECHNICIAN	\$90.62	17.80%	\$94.56	\$3.94	4.35%
HEAVY EQUIPMENT TECHNICIAN I	\$76.25	17.80%	\$77.69	\$1.44	1.88%
HEAVY EQUIPMENT TECHNICIAN II	\$88.80	17.80%	\$87.33	(\$1.47)	-1.66%

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)
PERSONNEL
EFFECTIVE JULY 1, 2025

CLASSIFICATION	2024/25 ADOPTED RATES with ICRP	ADMIN RATE (ICRP)	2025/26 PROPOSED RATE with ICRP	\$ CHANGE	% CHANGE
INFORMATION TECHNOLOGY ANALYST	\$116.34	17.80%	\$113.37	(\$2.97)	-2.55%
INFORMATION TECHNOLOGY MANAGER	\$104.08	17.80%	\$107.02	\$2.94	2.82%
INFORMATION TECHNOLOGY SPECIALIST	\$98.13	17.80%	\$105.15	\$7.02	7.16%
INFORMATION TECHNOLOGY SUPERVISOR	\$140.42	17.80%	\$146.07	\$5.65	4.03%
INFORMATION TECHNOLOGY TECHNICIAN	\$85.96	17.80%	\$89.70	\$3.74	4.35%
MANAGEMENT ANALYST	\$71.20	17.80%	\$71.56	\$0.36	0.51%
MANAGEMENT ASSITANT	\$63.04	17.80%	\$63.54	\$0.50	0.80%
MEDICAL DIRECTOR	\$199.23	17.80%	\$204.85	\$5.62	2.82%
PURCHASING DIVISION MANAGER	\$83.65	17.80%	\$104.37	\$20.72	24.77%
RESERVE FIREFIGHTER	\$2.11	17.80%	\$2.09	(\$0.02)	-0.98%
RISK MANAGEMENT ANALYST	\$82.41	17.80%	\$84.73	\$2.32	2.81%
RISK MANAGEMENT SPECIALIST	\$61.58	17.80%	\$71.38	\$9.80	15.91%
RISK MANAGER	\$105.62	17.80%	\$108.60	\$2.98	2.82%
SERVICE CENTER LEAD	\$77.55	17.80%	\$80.69	\$3.14	4.05%
SERVICE CENTER SUPERVISOR	\$103.82	17.80%	\$105.66	\$1.84	1.77%
SERVICE CENTER TECHNICIAN I	\$50.09	17.80%	\$52.51	\$2.42	4.83%
SERVICE CENTER TECHNICIAN II	\$68.09	17.80%	\$60.83	(\$7.26)	-10.66%
SR. ACCOUNTANT	\$69.80	17.80%	\$77.97	\$8.17	11.71%
SR. ACCT. SUPPORT SPEC.	\$65.18	17.80%	\$65.03	(\$0.15)	-0.23%
SR. COMMUNICATIONS TECHNICIAN	\$83.66	17.80%	\$87.01	\$3.35	4.01%
SR. FIRE COMMUNICATIONS SUPV.	\$81.79	17.80%	\$94.84	\$13.05	15.96%
SR. FIRE HELICOPTER TECHNICIAN	\$117.89	17.80%	\$119.98	\$2.09	1.78%
SR. FIRE PREVENTION SPECIALIST	\$97.85	17.80%	\$101.56	\$3.71	3.79%
SR. INFO TECHNOLOGY ANALYST	\$129.42	17.80%	\$132.59	\$3.17	2.45%
SR. MANAGEMENT ANALYST	\$82.41	17.80%	\$82.83	\$0.42	0.51%
SR. SERVICE CENTER TECHNICIAN	\$77.53	17.80%	\$78.05	\$0.52	0.67%
US&R WAREHOUSE & LOGISTICS SPECIALIST	\$71.84	17.80%	\$73.33	\$1.49	2.08%
WILDLAND RESOURCE PLANNER	\$104.18	17.80%	\$117.58	\$13.40	12.86%

MUTUALLY BENEFICIAL RATES:					
HAND CREW (FIREFIGHTER)	\$20.42		\$21.96	\$1.54	7.54%
HAND CREW SUPERVISOR (STAFF FIRE CAPTAIN)	\$46.60		\$47.88	\$1.28	2.75%
HAND CREW SUPERVISOR (STAFF FIRE APP. ENG)	\$39.81		\$40.90	\$1.09	2.74%
HAND CREW SUPERVISOR (STAFF FIREFIGHTER)	\$35.49		\$36.47	\$0.98	2.76%
HEAVY FIRE EQUIPMENT OPERATOR	\$65.24		\$73.74	\$8.50	13.02%
SWAMPER/HAND CREW FF	\$20.42		\$21.96	\$1.54	7.54%

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY
PERSONNEL
EFFECTIVE JULY 1, 2025

CLASSIFICATION	2024/25 ADOPTED RATE	2025/26 PROPOSED REGULAR RATE	\$ CHANGE	% CHANGE	2024/25 ADOPTED OT RATE	2025/26 PROPOSED OT RATE	\$ CHANGE	% CHANGE
SUPPRESSION POSITIONS								
DEPUTY CHIEF	\$305.74					\$313.94	\$8.20	2.68%
ASSISTANT CHIEF	\$284.38					\$292.04	\$7.66	2.69%
FIRE DIVISION CHIEF	\$209.45					\$213.69	\$4.24	2.02%
FIRE BATTALION CHIEF	\$156.52					\$160.72	\$4.20	2.68%
FIRE CAPTAIN	\$105.93					\$107.79	\$1.86	1.75%
FIRE APPARATUS ENGINEER	\$87.22					\$88.21	\$0.99	1.14%
FIREFIGHTER	\$75.33					\$77.51	\$2.18	2.89%
HAND CREW (FIREFIGHTER)	\$40.34					\$43.29	\$2.95	7.31%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$92.06					\$94.38	\$2.32	2.52%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$78.65					\$80.62	\$1.97	2.51%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$70.11					\$71.89	\$1.78	2.54%
HEAVY FIRE EQUIPMENT OPERATOR	\$128.89					\$145.35	\$16.46	12.77%
FIRE PILOT	\$106.80					\$122.97	\$16.17	15.14%
NON-SUPPRESSION POSITIONS								
CLASSIFICATION	2024/25 ADOPTED REGULAR RATE	2025/26 PROPOSED REGULAR RATE	\$ CHANGE	% CHANGE	2024/25 ADOPTED OT RATE	2025/26 PROPOSED OT RATE	\$ CHANGE	% CHANGE
ACCOUNTANT	\$90.49	\$88.49	(\$2.00)	-2.21%	\$90.31	\$87.01	(\$3.30)	-3.65%
ACCOUNTING MANAGER	\$155.96	\$155.86	(\$0.10)	-0.06%	\$98.74	\$97.42	(\$1.32)	-1.34%
ADMINISTRATIVE ASSISTANT	\$61.87	\$65.48	\$3.61	5.83%	\$58.18	\$61.24	\$3.06	5.26%
ASST. FIRE MARSHAL	\$117.67	\$124.67	\$7.00	5.95%	\$120.83	\$127.56	\$6.73	5.57%
ASST. PURCHASING AGENT	\$95.75	\$100.18	\$4.43	4.62%	\$96.23	\$100.12	\$3.89	4.04%
BUYER	\$68.48	\$73.76	\$5.28	7.71%	\$65.60	\$70.51	\$4.91	7.49%
COMMUNICATIONS TECHNICIAN	\$75.43	\$73.83	(\$1.60)	-2.12%	\$73.40	\$70.61	(\$2.79)	-3.81%
COMMUNICATIONS SERVICES SUPERVISOR	\$108.44	\$113.40	\$4.96	4.57%	\$110.48	\$114.93	\$4.45	4.03%
DEPUTY FIRE MARSHAL	\$153.48	\$161.43	\$7.95	5.18%	\$96.91	\$101.53	\$4.62	4.76%
EMERGENCY COMM CENTER MANAGER	\$114.93	\$139.64	\$24.71	21.50%	\$68.50	\$85.46	\$16.96	24.75%
ENVR HEALTH & SAFETY OFFICER	\$133.79	\$138.65	\$4.86	3.64%	\$82.41	\$84.73	\$2.32	2.81%
EQUIPMENT TECHNICIAN I	\$66.93	\$69.91	\$2.98	4.45%	\$62.61	\$65.17	\$2.56	4.09%
EQUIPMENT TECHNICIAN II	\$79.52	\$81.44	\$1.92	2.42%	\$76.72	\$78.07	\$1.35	1.76%
FINANCE DIVISION MANAGER	\$168.19	\$180.74	\$12.55	7.46%	\$107.76	\$115.76	\$8.00	7.42%
FIRE COMM RELAT/ED SPECIALIST	\$79.66	\$84.04	\$4.38	5.50%	\$78.17	\$82.04	\$3.87	4.95%
FIRE COMM RELAT/ED SUPERVISOR	\$83.18	\$95.81	\$12.63	15.18%	\$82.11	\$95.22	\$13.11	15.96%
FIRE COMMUNICATIONS DISPATCHER	\$73.97	\$78.91	\$4.94	6.67%	\$71.76	\$76.28	\$4.52	6.29%
FIRE COMMUNICATIONS SUPERVISOR	\$86.99	\$90.18	\$3.19	3.66%	\$86.38	\$88.91	\$2.53	2.93%
FIRE HELICOPTER TECHNICIAN	\$101.03	\$105.77	\$4.74	4.69%	\$100.83	\$105.30	\$4.47	4.43%
FIRE PREVENTION ANALYST	\$107.51	\$112.43	\$4.92	4.58%	\$109.43	\$113.86	\$4.43	4.05%
FIRE PREVENTION SERVICES SPECIALIST	\$42.33	\$47.32	\$4.99	11.78%	\$36.23	\$40.89	\$4.66	12.86%
FIRE PREVENTION SPECIALIST	\$82.82	\$89.20	\$6.38	7.71%	\$81.70	\$87.82	\$6.12	7.49%
FIRE PREVENTION TRAINEE	\$64.60	\$67.88	\$3.28	5.09%	\$61.70	\$64.38	\$2.68	4.34%
FIRE SAFETY ENGINEER	\$125.18	\$130.83	\$5.65	4.51%	\$129.27	\$134.47	\$5.20	4.02%
FLEET SERVICES COORDINATOR	\$86.99	\$88.31	\$1.32	1.52%	\$86.38	\$86.83	\$0.45	0.52%
FLEET SERVICE DIVISION MANAGER	\$155.96	\$161.43	\$5.47	3.51%	\$98.74	\$101.53	\$2.79	2.82%
FLEET SERVICES SUPERVISOR	\$95.30	\$93.30	(\$2.00)	-2.10%	\$94.42	\$91.34	(\$3.08)	-3.26%
GENERAL LABORER	\$46.49	\$47.76	\$1.27	2.74%	\$39.68	\$40.37	\$0.69	1.75%
GIS ANALYST	\$113.66	\$118.84	\$5.18	4.56%	\$116.34	\$121.03	\$4.69	4.03%
GIS SUPERVISOR	\$135.11	\$141.19	\$6.08	4.50%	\$140.42	\$146.07	\$5.65	4.03%
GIS TECHNICIAN	\$90.35	\$94.81	\$4.46	4.93%	\$90.62	\$94.56	\$3.94	4.35%

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY
PERSONNEL
EFFECTIVE JULY 1, 2025

CLASSIFICATION	2024/25 ADOPTED RATE	2025/26 PROPOSED REGULAR RATE	\$ CHANGE	% CHANGE	2024/25 ADOPTED OT RATE	2025/26 PROPOSED OT RATE	\$ CHANGE	% CHANGE
HEAVY EQUIPMENT TECHNICIAN I	\$79.10	\$81.10	\$2.00	2.53%	\$76.25	\$77.69	\$1.44	1.88%
HEAVY EQUIPMENT TECHNICIAN II	\$90.29	\$89.71	(\$0.58)	-0.64%	\$88.80	\$87.33	(\$1.47)	-1.66%
INFORMATION TECHNOLOGY ANALYST	\$113.66	\$112.00	(\$1.66)	-1.46%	\$116.34	\$113.37	(\$2.97)	-2.55%
INFORMATION TECHNOLOGY MANAGER	\$163.20	\$168.89	\$5.69	3.48%	\$104.08	\$107.02	\$2.94	2.82%
INFORMATION TECHNOLOGY SPECIALIST	\$97.02	\$104.26	\$7.24	7.46%	\$98.13	\$105.15	\$7.02	7.16%
INFORMATION TECHNOLOGY SUPERVISOR	\$135.11	\$141.19	\$6.08	4.50%	\$140.42	\$146.07	\$5.65	4.03%
INFORMATION TECHNOLOGY TECHNICIAN	\$86.20	\$90.48	\$4.28	4.96%	\$85.96	\$89.70	\$3.74	4.35%
MANAGEMENT ANALYST	\$118.60	\$120.79	\$2.19	1.85%	\$71.20	\$71.56	\$0.36	0.51%
MANAGEMENT ASSISTANT	\$65.80	\$69.07	\$3.27	4.96%	\$63.04	\$65.70	\$2.66	4.22%
MEDICAL DIRECTOR	\$292.26	\$301.59	\$9.33	3.19%	\$199.23	\$204.85	\$5.62	2.82%
PURCHASING DIVISION MANAGER	\$135.49	\$165.29	\$29.80	22.00%	\$83.65	\$104.37	\$20.72	24.77%
RESERVE FIREFIGHTER	\$1.53	\$1.51	(\$0.02)	-1.09%	\$2.11	\$2.09	(\$0.02)	-0.98%
RISK MANAGEMENT ANALYST	\$133.79	\$138.65	\$4.86	3.64%	\$82.41	\$84.73	\$2.32	2.81%
RISK MANAGEMENT SPECIALIST	\$64.90	\$74.52	\$9.62	14.83%	\$61.58	\$71.38	\$9.80	15.91%
RISK MANAGER	\$165.29	\$171.03	\$5.74	3.48%	\$105.62	\$108.60	\$2.98	2.82%
SERVICE CENTER LEAD	\$79.12	\$82.83	\$3.71	4.69%	\$77.55	\$80.69	\$3.14	4.05%
SERVICE CENTER SUPERVISOR	\$103.68	\$106.09	\$2.41	2.32%	\$103.82	\$105.66	\$1.84	1.77%
SERVICE CENTER TECHNICIAN I	\$55.77	\$58.60	\$2.83	5.08%	\$50.09	\$52.51	\$2.42	4.83%
SERVICE CENTER TECHNICIAN II	\$71.83	\$66.04	(\$5.79)	-8.06%	\$68.09	\$60.83	(\$7.26)	-10.66%
SR. ACCOUNTANT	\$116.71	\$129.48	\$12.77	10.94%	\$69.80	\$77.97	\$8.17	11.71%
SR. ACCT. SUPPORT SPEC.	\$68.11	\$68.86	\$0.75	1.10%	\$65.18	\$65.03	(\$0.15)	-0.23%
SR. COMMUNICATIONS TECHNICIAN	\$84.57	\$88.49	\$3.92	4.63%	\$83.66	\$87.01	\$3.35	4.01%
SR. FIRE COMMUNICATIONS SUPV.	\$82.89	\$95.47	\$12.58	15.18%	\$81.79	\$94.84	\$13.05	15.96%
SR. FIRE HELICOPTER TECHNICIAN	\$116.23	\$118.89	\$2.66	2.29%	\$117.89	\$119.98	\$2.09	1.78%
SR. FIRE PREVENTION SPECIALIST	\$97.20	\$101.46	\$4.26	4.38%	\$97.85	\$101.56	\$3.71	3.79%
SR. INFO TECHNOLOGY ANALYST	\$125.32	\$129.16	\$3.84	3.07%	\$129.42	\$132.59	\$3.17	2.45%
SR. MANAGEMENT ANALYST	\$133.79	\$135.48	\$1.69	1.26%	\$123.61	\$123.58	(\$0.03)	-0.02%
SR. SERVICE CENTER TECHNICIAN	\$80.24	\$81.43	\$1.19	1.49%	\$77.53	\$78.05	\$0.52	0.67%
US&R WAREHOUSE & LOGISTICS SPECIALIST	\$75.17	\$77.20	\$2.03	2.71%	\$71.84	\$73.33	\$1.49	2.08%
WILDLAND RESOURCE PLANNER	\$102.84	\$115.76	\$12.92	12.56%	\$104.18	\$117.58	\$13.40	12.86%

CIVILIAN POSITIONS

AFFILIATED MEMBER	\$66.57					\$68.07	\$1.50	2.25%
CANINE SPECIALIST	\$43.33					\$38.50	-\$4.83	-11.15%
DOCTOR	\$99.24					\$97.82	-\$1.42	-1.43%
HEAVY RIGGING SPECIALIST	\$50.00					\$50.00	\$0.00	0.00%
STRUCTURE SPECIALIST	\$77.15					\$75.95	-\$1.20	-1.56%

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES
EQUIPMENT
EFFECTIVE July 1, 2025

DESCRIPTION	2025/26 RATE	2024/25 RATE	\$ CHANGE	% CHANGE	SOURCE	Hourly / Daily
TYPE 1 ENGINE	\$173.47	\$173.47	\$0.00	0.00%	Cal OES	Hourly
TYPE 2 ENGINE	\$163.55	\$163.55	\$0.00	0.00%	Cal OES	Hourly
TYPE 3 ENGINE	\$156.47	\$156.47	\$0.00	0.00%	Cal OES	Hourly
TRUCK/QUINT	\$149.92	\$149.92	\$0.00	0.00%	FEMA	Hourly
AIR/LIGHT UTILITY	\$76.33	\$76.33	\$0.00	0.00%	FEMA	Hourly
AIRPORT CRASH UNIT	\$100.49	\$100.49	\$0.00	0.00%	FEMA	Hourly
CHIPPER	\$68.02	\$68.02	\$0.00	0.00%	FEMA	Hourly
CREW CARRYING VEHICLE	\$41.46	\$41.46	\$0.00	0.00%	FEMA	Hourly
DOZER	\$199.60	\$199.60	\$0.00	0.00%	FEMA	Hourly
DOZER MODULE (DOZER+TRANSPORT)	\$298.61	\$298.61	\$0.00	0.00%	FEMA	Hourly
DOZER TENDER	\$27.78	\$27.78	\$0.00	0.00%	FEMA	Hourly
DOZER TRAILER	\$17.10	\$17.10	\$0.00	0.00%	FEMA	Hourly
DOZER TRANSPORT	\$99.01	\$99.01	\$0.00	0.00%	FEMA	Hourly
DUMP TRUCK	\$74.83	\$74.83	\$0.00	0.00%	FEMA	Hourly
EXCAVATOR	\$48.97	\$48.97	\$0.00	0.00%	FEMA	Hourly
FIRE COMMAND UNIT	\$106.68	\$106.68	\$0.00	0.00%	FEMA	Hourly
FUEL TENDER	\$38.94	\$38.94	\$0.00	0.00%	FEMA	Hourly
GRADER	\$116.57	\$116.57	\$0.00	0.00%	FEMA	Hourly
HAZMAT UNIT	\$100.49	\$100.49	\$0.00	0.00%	FEMA	Hourly
HAZMAT SUPPORT	\$38.94	\$38.94	\$0.00	0.00%	FEMA	Hourly
LOADER/SKID-STEER	\$78.88	\$78.88	\$0.00	0.00%	FEMA	Hourly
MEDIC UNIT	\$270.00	\$265.00	\$5.00	1.89%	Cal OES	Daily
MULE	\$17.20	\$17.20	\$0.00	0.00%	FEMA	Hourly
PATROL/SQUAD UNIT	\$150.47	\$150.47	\$0.00	0.00%	Cal OES	Hourly
PICKUP (less than 3/4 ton)	\$170.00	\$166.00	\$4.00	2.41%	Cal OES	Daily
PROWLER	\$19.07	\$19.07	\$0.00	0.00%	FEMA	Hourly
REFRIGERATED TRAILER (29-40 ft)	\$599.00	\$599.00	\$0.00	0.00%	CAL FIRE	Daily
SEDAN	\$227.00	\$226.00	\$1.00	0.44%	Cal OES	Daily
SPORT UTILITY VEHICLE	\$283.00	\$279.00	\$4.00	1.43%	Cal OES	Daily
VAN	\$312.00	\$309.00	\$3.00	0.97%	Cal OES	Daily
WATER TENDER	\$127.21	\$127.21	\$0.00	0.00%	Cal OES	Hourly
OTHER (3/4 ton and above)	\$270.00	\$265.00	\$5.00	1.89%	Cal OES	Daily
HELICOPTER - BELL 412	\$5,199.69	\$5,199.69	\$0.00	0.00%	OCFA	Hourly (1)
HELICOPTER - Firehawks	\$12,618.92	\$12,618.92	\$0.00	0.00%	OCFA	Hourly (2)

Notes:

(1) Helicopter rates are based on 20 years useful life without the pilot and crew chief (Captain).

(2) Helicopter rates are based on 20 years useful life without the pilot and crew chief (Captain).

ORANGE COUNTY FIRE AUTHORITY
QRF COST REIMBURSEMENT RATES
EFFECTIVE JANUARY 1, 2025

DESCRIPTION	2025 RATE	2024 RATE	\$ CHANGE	% CHANGE	SOURCE	HOURLY/ DAILY
HELITANKER CH-47 (FLIGHT HOURS)	\$ 10,776.23	\$ 10,462.36	\$ 313.87	3.0	OCFA CONTRACTOR	HOURLY
HELITANKER CH-47 (STANDBY)	\$ 1,131.16	\$ 1,098.21	\$ 32.95	3.0	OCFA CONTRACTOR	HOURLY
HELICOPTER SIKORSKY S-76 (FLIGHT HOURS)	\$ 4,088.07	\$ 3,969.00	\$ 119.07	3.0	OCFA CONTRACTOR	HOURLY
HELICOPTER SIKORSKY S-76 (STANDBY)	\$ 333.01	\$ 323.31	\$ 9.70	3.0	OCFA CONTRACTOR	HOURLY
HELITANKER S-61 (FLIGHT HOURS)	\$ 6,265.16	\$ 6,082.68	\$ 182.48	3.0	OCFA CONTRACTOR	HOURLY
HELITANKER S-61 (STANDBY)	\$ 1,131.16	\$ 1,098.21	\$ 32.95	3.0	OCFA CONTRACTOR	HOURLY
MOBILE RETARDANT PLANT - OT (1)	\$ 2,293.76	\$ 2,240.00	\$ 53.76	2.4	OCFA CONTRACTOR	HOURLY - 12-Hour Shift (operation period(s) (0800-2000; 2000-0800)
MOBILE RETARDANT PLANT - OT (STANDBY) (1)	\$ 669.01	\$ 653.33	\$ 15.68	2.4	OCFA CONTRACTOR	HOURLY - 12-Hour Shift (operation period(s) (0800-2000; 2000-0800)
WATER TENDER (Perimeter Solutions) (2)	\$ 2,048.00	\$ 2,000.00	\$ 48.00	2.4	OCFA CONTRACTOR	DAILY - 12-Hour Shift (operation period(s) (0800-2000; 2000-0800)
WATER TENDER (Perimeter Solutions -STANDBY) (2)	\$ 170.67	\$ 166.67	\$ 4.00	2.4	OCFA CONTRACTOR	HOURLY - 12-Hour Shift (operation period(s) (0800-2000; 2000-0800)
FIXED LOCATION DIP TANK & CONTAINMENT BERM - STAFFED	\$ 819.20	\$ 800.00	\$ 19.20	2.4	OCFA CONTRACTOR	DAILY
FIXED LOCATION DIP TANK & CONTAINMENT BERM - UNSTAFFED	\$ 512.00	\$ 500.00	\$ 12.00	2.4	OCFA CONTRACTOR	DAILY
MOBILE FIRE RETARDANT - PRODUCT (3)	ACTUAL COST	ACTUAL COST		0	OCFA CONTRACTOR	PER MIXED GALLON
FREIGHT (Perimeter Solutions) (4)	ACTUAL COST	ACTUAL COST		0	OCFA CONTRACTOR	LOCATION AND RETURN TO POINT OF ORIGIN
LARGE VEHICLE MILEAGE (Fuel Truck, Bus, Service Trailer)	\$ 5.60	\$ 5.60	\$ -	0.0	OCFA CONTRACTOR	PER MILE
AIR TACTICAL GROUP SUPERVISORS (ATGS)	\$ 208.33	\$ 208.33	\$ -	0	OCFA CONTRACTOR	HOURLY
PROGRAM MANAGER	\$ 166.00	\$ 166.00	\$ -	0	OCFA CONTRACTOR	HOURLY

NOTES:

- (1) \$2293.76 per hour (overtime) after initial 12-hr shift paid by Edison), up to maximum of \$14,000/day if extended or if 24-hr operations in a location begins.
(2) Requesting Agency must provide a water tender for Mobile Retardant Plant deployment. Requesting Agency can use an agency water tender or request
(3) Based on 2024/2025 U.S.F.S. FOB origin Price List of mixed per gallon.
(4) Based on location, estimated at \$16,000 per incident (\$8,000 per delivery, \$8,000 return of unmixed/unsold product to point of origin).



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors
June 26, 2025

Agenda Item No. 2E
Consent Calendar

**FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER)
Notice of Funding Opportunity Update**

Contact(s) for Further Information

TJ McGovern, Deputy Chief
Emergency Operations Bureau

tjmcgovern@ocfa.org

714.573.6006

Robert C. Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Summary

This agenda item is submitted to provide an update on FEMA's recently released FY 2024 SAFER Grant Notice of Funding Opportunity (NOFO) and to provide staff's recommendation to not pursue the submittal of an application for this grant cycle.

Prior Board/Committee Action

Not applicable.

RECOMMENDED ACTION(S)

Receive and file an update on FEMA's recently released FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity.

Impact to Cities/County

Not applicable.

Fiscal Impact

There is no fiscal impact associated with the proposed action to receive and file this staff report. However, there may be future fiscal impacts should the Board choose to apply for the FY 2024 SAFER Grant Program given that the grant now requires a local funding match and limits grant funding through a per position cap. These new provisions were not included in last year's FY 2023 SAFER Grant NOFO.

Background

As part of a commitment to the communities we serve, OCFA continually strives to enhance services while maintaining fiscal responsibility. One of those opportunities is presented by pursuing a hiring grant through FEMA's annual SAFER Grant Program. In calendar year 2024, FEMA released its FY 2023 SAFER Grant NOFO and the OCFA Board of Directors authorized the submittal of a grant application. OCFA's FY 2023 SAFER Grant application was successful and was awarded funding to increase staffing from 3/0 to 4/0 on five ALS engine companies for a three year period starting July 1, 2025.

The new FY 2024 SAFER Grant NOFO application period is currently open and scheduled to close on July 3, 2025. Following staff's review of the NOFO and updated program guidance, staff does **not** recommend pursuing the grant due to the following reasons:

1. The new FY 2024 SAFER Grant is cost prohibitive given that the NOFO now includes cost share requirements and a new per position funding cap when compared to last year's FY 2023 SAFER grant that we applied for and were awarded. The FY 2024 SAFER Grant now has a cost share requirement in years one and two of 75-percent federal 25-percent local and a not to exceed \$90,000 annual grant funding cap per position. Year three phases in at 35-percent federal and 65-percent local and a not to exceed \$42,000 annual grant funding cap per position. As a comparison, the FY 2023 SAFER Grant NOFO that we applied for last year did not have a local funding match requirement nor did it have a grant funding cap per position.

To put the cost share and grant funding caps into perspective, assuming the OCFA was to pursue funding for a single engine company, the salary and employee benefits estimated cost over a 3-year period would be \$11,664,000 with the SAFER grant providing \$2,664,000 in funding over the 3-year period. This would represent the grant covering 22.8% of the cost.

2. Based on the new FY 2024 SAFER Grant NOFO guidance, OCFA's proposed needs for an engine company would not be considered a high priority per this year's SAFER Program objectives, therefore decreasing our likelihood of an award.

The increased cost of the new FY 2024 SAFER Grant (if awarded) could negatively impact our ability to address some of the CIP infrastructure projects by shifting future funding away from these capital needs. Most notably, CIP funding may have to be deferred resulting in delays in the builds of Fire Station 10 (Yorba Linda) and Fire Station 12 (Laguna Woods) to cover the additional costs.

With the July 1st deployment of many of the 2025 Standards of Cover recommended enhancements and the increased staffing from the FY 2023 SAFER Award, it would be prudent to take some time and evaluate the impacts of those deployment changes prior to making a definitive decision on what the next recommendation should be outside of the 2020 and 2025 SOC field deployment studies.

For the above reasons, staff recommends not applying for the new FY 2024 SAFER Grant Program. Staff will evaluate next year's FY 2025 SAFER Grant NOFO once released for the potential submittal of an application.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 26, 2025

Agenda Item No. 2F
Consent Calendar

Acceptance of Grants from the OCFA Foundation

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Alicea Caccavo, Finance Division
Manager/Business Services Department

aliceacaccavo@ocfa.org

714.573.6304

Summary

This item is submitted to request approval for a budget adjustment to accept grant funds from the Orange County Fire Authority Foundation in support of the 2025 Fire Cadet Academy and 2025 Girls Empowerment Camp programs.

Prior Board/Committee Action

Not applicable.

RECOMMENDED ACTION(S)

1. Approve acceptance of OCFA Foundation grant funds in support of the 2025 Fire Cadet Academy in the amount of \$60,000 and 2025 Girls Empowerment Camp in the amount of \$90,000.
2. Approve a Budget Adjustment in FY 2025/26 General Fund 121 to increase revenue and expenditures by \$150,000.

Impact on Cities/County

Not applicable.

Fiscal Impact

Not applicable.

Background

Since its formation in 2009, the OCFA Foundation has successfully and efficiently raised funds sufficient for supporting various programs, most notably the Girls Empowerment Camp, Spark of Love Holiday Toy Drive, Best & Bravest employee recognition event, Fire Cadet Academy, Drowning Prevention, Smoke Alarm program, and the employee Health & Welfare program. Fundraising activities and the administrative functions of the Foundation are now performed by Wendy Robinson Consulting under a Foundation issued professional contract.

To provide a mechanism for the disbursement of Foundation funds for the purpose of providing financial support for Foundation Board-approved events and programs implemented by the OCFA, a grant program has been adopted by the Foundation, under which Foundation grants are issued on a lump-sum, advance payment basis. The grantee (OCFA) is responsible for returning to the Foundation any advanced grant funds in excess of actual costs incurred in implementing the

applicable program or event within 90 days of the program or event's conclusion. Eligibility of expenditures and acceptance of corresponding documentation (e.g., detail vendor invoices) are subject to approval by the Foundation Chair or his / her designee.

Attachment(s)

1. Grant Agreement – Girls Empowerment Camp 2025
2. Grant Agreement – Fire Cadet Academy 2025



Orange County Fire Authority Foundation Grant Agreement

The undersigned hereby agrees to the following grant conditions:

1. To use the funds only for the designated purpose as described in the grant application and not for any other purpose without prior written approval from the Orange County Fire Authority Foundation (Foundation). A request for re-direction of any grant funds must be submitted to the Foundation in writing and approval is subject to the Foundation's sole discretion.
2. To notify the Foundation immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.
3. To maintain books and records adequate to demonstrate that the grant funds were used for the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.
4. To give the Foundation reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
5. To return to the Foundation any unexpended funds or any portion of the grant that is not used for the purposes specified herein within 90 days of completion or termination of the project.
6. To allow the Foundation to review and approve the content of any proposed publicity concerning this grant prior to its release and to recognize the Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
7. To allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs you have provided, your logo or trademark, and other information and materials about your organization and its activities.
8. To submit a written report summarizing the project promptly following the end of the period during which you are to use all grant funds and to submit any interim reports the Foundation may require. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the use and expenditure of grant funds.

The Foundation reserves the right to discontinue, modify or withhold any payments under this grant award or to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (c) to comply with the requirements of any law or regulation applicable to you, the Foundation, or this grant.

Name of Organization: Orange County Fire Authority

Project Name: 2025 Girls Empowerment Camp

Grant Amount: \$90,000

Signed _____

Print Name _____

Title _____ Date _____



ORANGE COUNTY FIRE AUTHORITY

GRANT FUNDS REQUEST

Date of Application:	Grant Request Number
5/1/2025	Foundation / TBD

Organization Information

Organization Name:	Federal Tax Identification Number:
Orange County Fire Authority Foundation	27-1064774
Contact Name:	Contact Phone Number:
Natalie Nacker	714-573-6070
Contact Email Address:	
natalienacker@ocfa.org	

Grant Information

Purpose of Grant:	Fiscal Year:
Materials, supplies, vendor services as needed to operate the 2025 Girls Empowerment Camp; estimated 50-60 participants.	FY 2025/26
	Total Project Budget:
	\$90,000
Type of Item/Event:	Performance Period:
<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Other	2025 program / TBD



Orange County Fire Authority Foundation Grant Agreement

The undersigned hereby agrees to the following grant conditions:

1. To use the funds only for the designated purpose as described in the grant application and not for any other purpose without prior written approval from the Orange County Fire Authority Foundation (Foundation). A request for re-direction of any grant funds must be submitted to the Foundation in writing and approval is subject to the Foundation's sole discretion.
2. To notify the Foundation immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.
3. To maintain books and records adequate to demonstrate that the grant funds were used for the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.
4. To give the Foundation reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
5. To return to the Foundation any unexpended funds or any portion of the grant that is not used for the purposes specified herein within 90 days of completion or termination of the project.
6. To allow the Foundation to review and approve the content of any proposed publicity concerning this grant prior to its release and to recognize the Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
7. To allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs you have provided, your logo or trademark, and other information and materials about your organization and its activities.
8. To submit a written report summarizing the project promptly following the end of the period during which you are to use all grant funds and to submit any interim reports the Foundation may require. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the use and expenditure of grant funds.

The Foundation reserves the right to discontinue, modify or withhold any payments under this grant award or to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (c) to comply with the requirements of any law or regulation applicable to you, the Foundation, or this grant.

Name of Organization: Orange County Fire Authority

Project Name: 2025 Fire Cadet Academy

Grant Amount: \$60,000

Signed _____

Print Name _____

Title _____ Date _____



ORANGE COUNTY FIRE AUTHORITY

GRANT FUNDS REQUEST

Date of Application:	Grant Request Number
5/1/2025	Foundation / TBD

Organization Information

Organization Name:	Federal Tax Identification Number:
Orange County Fire Authority Foundation	27-1064774
Contact Name:	Contact Phone Number:
Brett Buffington	(949) 854-1891
Contact Email Address:	
brettbuffington@ocfa.org	

Grant Information

Purpose of Grant:	Fiscal Year:
Materials, supplies, vendor services as needed to operate the 2025 Fire Cadet Academy; estimated 30-35 participants. Funding request is for gross program costs less revenue from participant fees (\$600 per cadet).	FY 2024/25
	Total Project Budget:
	\$60,000
Type of Item/Event:	Performance Period:
<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Other	July 2025



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 26, 2025

Agenda Item No. 3A
Discussion Calendar

Board of Director Requested Item: Reserve Firefighter Stipend Adjustment

Contact(s) for Further Information

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Marty Driscoll, Battalion Chief
Reserve Firefighter Program Manager

martydriscoll@ocfa.org

949.312.0664

Summary

This item is submitted by the Board of Directors Chair, Phil Bacerra, and Vice Chair, Joe Kalmick, to seek approval at the June 26, 2025 meeting of the Board of Directors to increase Reserve Firefighter stipends for response, cover assignments, training, special activities, EMT, and tuition reimbursement. The last stipend increase for Reserve Firefighters was in 2008.

Prior Board/Committee Action(s)

Not applicable.

RECOMMENDED ACTION(S)

1. Approve the recommended Reserve Firefighter stipend structure, submitted herein as Attachment 1, effective July 11, 2025.
2. Direct staff to include an increase in General Fund expenditures in the FY 2025/26 Mid-Year Budget Adjustments to fund the incremental cost of the stipend increase.

Impact to Cities/County

OCFA member agencies receive service benefits from the volunteers who serve as OCFA's Reserve Firefighters.

Fiscal Impact

Based on the volume of annual stipend activities, staff anticipates that FY 2025/26 General Fund expenditures will need to be increased by an estimated \$180,000 to align the budget with the proposed stipend adjustment.

Increased Cost Funded by Structural Fire Fund: \$180,000

Increased Cost Funded by Cash Contract Cities: \$0

Background

OCFA's Paid Call Firefighter program was re-structured to the current Reserve Firefighter (RFF) Program in March of 2002. Today, OCFA's RFF Program consists of 10 reserve fire stations and 120 reserve firefighters out of seven combination career/reserve stations and three stand-alone reserve stations. These RFFs operate three Type I fire engines, eight compressed-air foam patrol

units, three tactical water tenders, and two helicopter fuel tenders. As part of the 2002 re-structure, the Board of Directors adopted the following mission for the reserves:

The purpose of the OCFA Reserve Program is to supplement response resources to ensure adequate resources are available to effectively staff and equip emergency events occurring within the community. Except for select situations, this does not involve reserve resources contributing to the first-due response performance but contributing to overall emergency incident effectiveness by providing additional EMS coverage of select stations, and reinforcement through the staffing and operations of incident support resources and other specialty equipment.

In support of the mission, OCFA's RFFs upstaff apparatus during inclement weather. During the 2024/2025 fire season, OCFA RFFs upstaffed during seven Santa Ana wind events totaling 45 days which included working shifts on the fire line of the Airport Fire and three weeks of coverage during the LA Fires. Additionally, RFFs staff OCFA's annual open house and coordinate community events such as the annual Yorba Linda holiday food drive.

In 2024, OCFA RFFs were dispatched to 2,379 calls for service: medical emergencies, traffic collisions, structure fires, remote rescues, and vegetation fires. Our RFFs attend weekly drill nights at their home stations as well as monthly and quarterly training hosted by OCFA's training and safety section. Reserves must become licensed EMT's within eighteen months of RFF academy completion and maintain the necessary DMV licensure to drive fire apparatus. With the varying demands placed on our RFFs including regular full-time jobs/careers, families, and fire department training/obligations, the recruitment and retention of our community-based reserve firefighters is a challenge.

Proposed Stipend Adjustments

The 2002 program restructuring included establishment of new stipend rates for emergency response, training, station cover assignments, public education programs and officer duties. This stipend structure was reassessed and increased by Fire Chief Prather in 2008, when it was adjusted from \$5.00/call to \$8.00/call. While the stipend is not the same as hourly wages, we note that when the stipend was adjusted to \$8.00 in 2008, the minimum wage rate was also \$8.00. Since the last stipend increase in 2008, minimum wage has doubled from \$8.00 to \$16.00, and the Consumer Price Index has increased by 49.7%. In alignment with the doubling of minimum wage, staff is recommending that the various stipends included in the stipend structure also be doubled (See Attachment 1).

In addition to the adjusted stipend values, this proposal also includes a one-time EMT stipend for RFFs of \$1,200 to aid in recruitment and retention. Local EMT classes range from \$1,063.00 (Santa Ana College) to \$1,700.00 (OCENT). This proposal would provide the EMT stipend on a go-forward basis upon (1) completion of the RFF Academy; and (2) submitting documentation demonstrating completion/proof of EMT licensing.

The proposed stipend increase will bring OCFA closer to comparable agencies such as LA County FD, San Bernardino County FD, and San Diego County FD programs (See Attachment 2). The past 5-year average RFF stipend expenditures have totaled \$164,587 annually, approximately 70% of the cost is for emergency response/cover assignments and training. The current budget for the RFF stipends is set at \$220,000 annually. With the adjusted RFF stipend structure, which includes the doubling of the current stipend values, and the addition of a one-time EMT stipend per RFF, we estimate that annual costs will be approximately \$400,000

moving forward. In summary, we anticipate an increase to FY 2025/26 General Fund expenditures of \$180,000 (i.e., the new \$400,000 annual cost, less the current budget of \$220,000).

Attachment(s)

1. Proposed stipend increase breakdown
2. Comparable agency reserve/volunteer stipend structure

			2002 RFF Rate	2008-Present RFF Rate	2025 Proposed RFF Rate	Change	
						\$	%
Emergency Response			\$5.00/call	\$8.00/call	\$16.00/call	\$8.00	100.00%
Emergency Response	(More than 8 hrs, but less than 16 hrs)		\$20.00/per event	\$25.00/per event	\$50.00/per event	\$25.00	100.00%
Emergency Response	(More than 16 hrs, but less than 24 hrs)		\$40.00/per event	\$50.00/per event	\$100.00/per event	\$50.00	100.00%
Emergency Response	(More than 24 hrs, will receive Stipend for each additional 8 hrs)		\$20.00 each 8 hrs	\$25.00 each 8 hrs	\$50.00 each 8 hours	\$25.00	100.00%
Station Covers or Pre-arranged (2)			\$10.00/call	\$15.00/call	\$30.00/call	\$15.00	100.00%
Training	Weekly Drill (2 max per pay period)		\$10.00/per drill	\$15.00/per drill	\$30.00/per drill (3 hours)	\$15.00	100.00%
	Training (4 hrs or less)		\$10.00/per event	\$15.00/per event	\$30.00/per event	\$15.00	100.00%
	Training (5 – 10 hours)		\$20.00/per event	\$25.00/per event	\$50.00/per event	\$25.00	100.00%
Special Activities	Public Relations (4 hrs or less)		\$10.00/per event	\$15.00/per event	\$30.00/per event	\$15.00	100.00%
	Public Relations (5 – 10 hours)		\$20.00/per event	\$25.00/per event	\$50.00/per event	\$25.00	100.00%
	Court Appearance		\$20.00/per day	\$25.00/per day	\$50.00/per day	\$25.00	100.00%
Incentives (per pay period regardless of activity)							
	Senior Officer		\$25.00/per PP	\$35.00/per PP	\$70.00/per PP	\$35.00	100.00%
	Officer		\$15.00/per PP	\$20.00/per PP	\$40.00/per PP	\$20.00	100.00%
	Driver/Operator		\$10.00/per PP	\$15.00/per PP	\$30.00/per PP	\$15.00	100.00%
Annual Tuition Reimbursement			N/A	\$200.00/year	\$300.00/year	\$100.00	33%
EMT Stipend			N/A	N/A	\$1,200/1x		

Notes:

(1) Rates initially adopted by OCFA Board on 3/28/02.

(2) Reserve Firefighters who are doing emergency/pre/arranged covers, will received an additional stipend of \$16.00 for each emergency call they respond to while covering that station.

(3) CPI (source: Bureau of Labor Statistics)

2008 215.3

2025 322.3

Increase 49.7%

(4) Minimum Wage History

2002 \$6.75

2008 \$8.00 18.5% increase from 2002

2025 \$16.00 100.0% increase from 2008

Agency	County	Job Title	Stipend Data	Function
Los Angeles County	Los Angeles	Call Firefighter, NC (non-competitive)	\$34.90 per 2-hour session	Performs firefighting and rescue duties in all types of fires and in other emergency situations on an as needed basis.
San Bernardino County	San Bernardino	Paid Call Firefighter Trainee/Paid Call Firefighter	\$16.50 per hour	Responds to calls, maintains apparatus, participates in company drills, vacation and temporary relief; Extra Help Capacity, no benefits. Must promote to Paid Call Firefighter within 12-months (up or out); Promo to PCF dependent on completion of Task Book, and several trainings; Operations Directive provided by Chief Bixler
San Diego County	San Diego	Restricted Volunteer Reserve Firefighter (Restricted Reserve)	\$192 per 12-hour shift, minimum 2 shifts per month, max 6 stipends per month	Observational and support role on medical aides, traffic collisions, structural fire protection, veg fire response, fire engine support functions, and overhaul operations; stipend not considered wages
San Diego County	San Diego	Full Volunteer Reserve Firefighter (Full Reserve)	\$384 per 24-hour shift, minimum 3 shifts per month, max 6 stipends per month	Perform all duties, delivering the same life-saving services as career personnel at fire stations and on emergency calls. Required to possess CA State Fire Marshal Firefighter I Certificate; stipend not considered wages
Madera County	Madera	Paid Call Firefighter (PCF)	\$20.00-\$23.00 hourly, two step range	Perform all duties, delivering the same life-saving services as career personnel at fire stations and on emergency calls. Considered Extra Help position.
Riverside County	Riverside	Reserve Firefighter	\$0.00, unpaid and no benefits	Respond to calls as part of a crew, structure and brush fires, medical aid, does not require EMGB
Placer County	Placer	Volunteer Firefighter	\$0.00, unpaid and no benefits	Perform all duties, delivering the same life-saving services as career personnel at fire stations and on emergency calls.



Orange County Fire Authority **AGENDA STAFF REPORT**

**Board of Directors
June 26, 2025**

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

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

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief
Human Resources Department

stephanieholloman@ocfa.org 714.573.6353

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org 714.573.6020

Summary

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

Prior Board/Committee Action

Closed session discussions were completed with the Board of Directors at the meeting of May 22, 2025.

RECOMMENDED ACTION(S)

Approve and authorize staff to execute the proposed Side Letter Agreement to the 2023-2027 MOU between the Orange County Fire Authority and the Orange County Professional Firefighters Association.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The cost of the proposed Side Letter Agreement will be included in the FY 2025/26 Mid-Year Budget Adjustments which are typically submitted to the Board of Directors for review in January, with approval in March.

Increased Cost Funded by Structural Fire Fund:	\$8,809
Increased Cost Funded by Cash Contract Cities:	\$0

Background

At the May 23, 2024, regular meeting of the Board of Directors, the Board directed staff to create one (1) new position of Lead Helicopter Crew Chief with the mid-year budget adjustments for the 2024/2025 Budget. Pursuant to the Meyers-Milias Brown Act, this is a new specialty assignment requiring staff to meet with OCPFA Local 3631 on the working conditions for this position. The proposed Side Letter Agreement reflects the mutually agreed upon terms and conditions for this new position.

Discussion

The Lead Helicopter Crew Chief is a critical component of the Air Operations program, responsible for the safe and effective operations, training and evaluations of all flight crew members. Staff and OCPFA Local 3631 have agreed to proposed terms and conditions for the new specialty position of Lead Helicopter Crew Chief including but not limited to minimum requirements, selection procedures, and bonus pay for the selected incumbent.

Staff recommends the review and approval of the Side Letter of Agreement which is required so that Operations can proceed with the selection process.

Attachment(s)

Side Letter of Agreement between OCFA and OCPFA Local 3631

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

This Side Letter of Agreement between the Orange County Fire Authority and the Orange County Professional Firefighters Association, Local 3631 (“Association”), (collectively, “Parties”) recognizes the immediate organizational need of qualified Lead Helicopter Crew Chief and Helicopter Paramedic Rescuers to bid the Ops Spotter position. Therefore, the Parties agree as follows:

WHEREAS, the Parties’ Memorandum of Understanding (MOU) has a term of March 23, 2023 to March 22, 2027; and

WHEREAS, the Parties agree that a Lead Helicopter Crew Chief is a critical component of the Air Operations program, responsible for the safe and effective operations, training and evaluations of all flight crew members;

WHEREAS, the Parties agree that the Helicopter Paramedic Rescuer is biddable in the 3rd position designated as the Ops Spotter;

THEREFORE, the criteria and methodology for selection, and the salary terms applicable to this assignment, are as follows:

1. The OCFA will select from employees in the Firefighter Unit who are current and qualified OCFA Helicopter Crew Chiefs;
2. Minimum requirements for Lead Helicopter Crew Chief:
 - a. Three (3) years of experience as an OCFA Helicopter Crew Chief at close of recruitment
 - b. Is a Specialist within the OCFA helicopter aviation program, as outlined in the MOU
3. Highly Desirable Qualifications include any of the following:
 - a. Helicopter Manager (HMGB and/or HCWN)
 - b. Helibase Manager (HEMB) Qualification
 - c. Helicopter Coordinator (HLCO) Qualification
 - d. Air Support Group Supervisor (ASGS) Qualification
 - e. Air Operations Branch Director (AOBD) Qualification
4. The OCFA shall maintain a minimum of one Lead Helicopter Crew Chief at any one time, as determined by the Air Operations Battalion Chief/Program Manager.
5. An interview process will be required to select the Lead Helicopter Crew Chief. The interview panel will be comprised of one (1) OCFA subject matter expert selected by the Air Operations Program Manager, one (1) outside agency subject matter expert selected by the Air Operations Program Manager, and one (1) OCPFA representative.

6. The Air Operations Battalion Chief will coordinate an oral interview process for the purpose of selection of candidates with the concurrence of the Assistant Chief of Operations South.
7. Employees regularly assigned in the position of Lead Helicopter Crew Chief will be compensated eighteen (18) percent of their base salary per month, prorated on an hourly basis including overtime hours worked as the Lead Helicopter Crew Chief. However, overtime compensation will not be applicable to overtime hours worked by the Lead Helicopter Crew Chief while backfilling any other position, such as the non-Lead Crew Chief positions or Captain seats on trucks, engines, etc..
8. Employees assigned in the position of Lead Helicopter Crew Chief are not eligible for Specialty Pay provisions for Helicopter Crew Chief as provided for in Article XXIV, Section 2(P) Air Operations of the MOU.
9. Employees shall be assigned to a 4/10 schedule and will relinquish their previous post position.
10. Employees assigned to the position of Lead Helicopter Crew Chief will receive additional compensation as specified in Article XXIV, Section 2(I) – in addition to their regular pay – in the amount of seven and one-half percent (7.5%) staff assignment pay (SAP) and ten percent (10%) staff incentive pay (SIP). However, if the employee was receiving paramedic pay at the time of assignment to the position of Lead Helicopter Crew Chief, the employee may **not** continue receiving paramedic pay in lieu of the ten percent (10%) SIP.
11. Qualified and current Helicopter Paramedic Rescuer (HPR) personnel may Voluntary Transfer (VT) or Voluntary Transfer - Temporary (VTT) to a vacant HPR Ops Spotter Position per normal seniority-based transfer procedures. Only the number 3 position on both OCFA aircraft are identified as HPR Ops Spotter positions.
12. If an open HPR Spotter position becomes available and no qualified and current HPR Ops Spotter personnel have an active Voluntary Transfer on file, then the position will be open to all OCFA qualified Firefighter/Paramedic personnel for Voluntary Transfer (VT).
13. The Helicopter Firefighter/Paramedic Rescuer positions in the fourth position are not currently subject to the voluntary transfer process. Candidates are selected by the Air Operations Battalion Chief and are subject to AA for approximately three (3) to six (6) months. The Helicopter Firefighter/Paramedic Rescuer must have a minimum of one (1) year experience as an OCFA Firefighter/Paramedic.

ORANGE COUNTY FIRE AUTHORITY

Terry (TJ) McGovern
Deputy Chief, Emergency Operations Bureau

Lori Zeller
Deputy Chief, Administration & Support Bureau

Stephanie Holloman
Assistant Chief/Human Resources Director

Tim Perkins
Assistant Chief/South Operations

Date

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL FIREFIGHTERS
ASSOCIATION**

Chris Hamm
OCPFA Local 3631 President

Tim Steging
OCPFA Local 3631 Vice President

Date



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors
June 26, 2025

Agenda Item No. 3C
Discussion Calendar

Amendments to the Personnel & Salary Resolution

Contact(s) for Further Information

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Summary

This agenda item is submitted to make amendments to specified portions of the Personnel & Salary Resolution applicable to the unrepresented Executive Management Unit.

Prior Board/Committee Action

Closed session discussions were completed with the Board of Directors at the meeting of May 22, 2025.

RECOMMENDED ACTION(S)

1. Approve the proposed amendments to the Personnel & Salary Resolution.
2. Approve the updated Classification Specification for Assistant Chief to include the position serving as Chief of Staff and Chief Technology Officer.
3. Approve the Side Letter of Agreement between the Orange County Fire Authority and Lori Zeller, Deputy Chief/Administration and Support Bureau, excluding Ms. Zeller from proposed and future amendments to the Personnel and Salary Resolution.
4. Direct staff to include an increase in General Fund expenditures in the FY 2025/26 Mid-Year Budget Adjustments to fund the cost of the adjustments.

Impact to Cities/County

Not applicable.

Fiscal Impact

Staff anticipates that FY 2025/26 General Fund expenditures will need to be increased at mid-year by an estimated \$303,484 to align the budget with this proposed adjustment.

Increased Cost Funded by Structural Fire Fund: \$303,484

Increased Cost Funded by Cash Contract Cities: \$0

Background

The Personnel & Salary Resolution defines the working conditions for employees who are not covered under a collective bargaining agreement. This includes the salary, benefits and working conditions for the Executive Management unit.

As with most public service agencies, attracting and retaining highly qualified executive level talent is a challenge due to a multitude of factors including increased workload, decreased work/life balance, loss of overtime opportunities, and loss of job security afforded to represented employees. A review of turnover and succession planning efforts at the executive level showed

that, since 2019, the average tenure of safety members is only 2.5 years of service on the executive team. Collectively, the recent and expected retirements from the executive team will see the loss of 162 years of fire service and institutional knowledge.

The proposed salary and benefit enhancements address challenges to attract and retain top executive talent which include updating provisions that have not been amended or adjusted since 2001, reducing a salary gap with regard to net pay for chief officers promoting into the unit, and modifying leave cash out provisions that incentivize longevity in the position. Key elements of the proposed amendments include:

- **Salary Range:** Establishes the bottom of the salary range at seven and five-tenths (7.5%) percent above the maximum attainable for the rank of Fire Division Chief, and establishes the top of the range at ten (10%) percent above the bottom of the range. The proposed change in the salary range will take immediate effect with incumbents moving to the bottom of the range. However, movement within the range for an incumbent shall be based on job performance in line with the Annual Merit Review Program.
- **Deferred Compensation:** Increases the contribution made by the Authority on behalf of the employee to the Authority's Deferred Compensation Plan from 4.5% to 5.5%.
- **Vehicle Allowance:** Increases the Vehicle Cash Allowance for members of Executive Management who are not provided an Authority issued vehicle from \$500 to \$885.
- **Leave Provisions:** Establishes that upon retirement, voluntary separation, or death during employment, an employee or the employee's estate shall be paid for any unused accumulated leave (including Flex Time) at the employee's base rate of pay.
- **Director of Communications Classification:** Removes references to the Director of Communications position, as that position is being reclassified to Assistant Chief/Chief of Staff.
- **Language Clean-Up:** Staff is recommending various updates to the Personnel and Salary Resolution to remove obsolete language and other non-substantive clean-up and formatting errors.

Lastly, in order to facilitate the Board's consideration of amendments to the terms and conditions of employment for the Executive Management unit, without conflict of interest, Lori Zeller, Deputy Chief/Administration and Support Bureau, agreed to be excluded from the proposed enhancements to the Personnel and Salary Resolution given that she has announced her retirement for October 2025. The attached Side Letter of Agreement with Ms. Zeller excludes her from any enhancements reviewed and approved by the Board.

Staff is requesting the Board to review and adopt (1) the proposed Personnel and Salary Resolution amendments, (2) the revised Classification Specification for Assistant Chief, and (3) the Side Letter of Agreement with Lori Zeller.

Attachment(s)

1. Proposed Personnel & Salary Resolution
2. Classification Specification for Assistant Chief
3. Side Letter of Agreement between OCFA and Lori Zeller

PERSONNEL AND SALARY RESOLUTION

ORANGE COUNTY FIRE AUTHORITY

Revisions Approved by the Board of Directors

~~February 27, 2025~~ June 26, 2025

Effective ~~April 4, 2025~~ June 27, 2025
(~~Amendments to Part 3, Section 15 and~~
~~46~~ Amendments to Definitions; Part 3;
Sections 6, 7, 8, and 17; Appendix A)

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I _____

DEFINITIONS

The following terms as used in this Personnel and Salary Resolution shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

ADMINISTRATIVE MANAGEMENT shall mean positions designated under Administrative Management as specified in Appendix B.

ASSISTANT CHIEF shall mean the Executive Management employee responsible for Business Services, Community Risk Reduction, Operations, Organizational Planning, or Support Services.

AUTHORITY shall mean the Orange County Fire Authority (OCFA). The Authority is a joint powers agency that was created to discharge the functions of the Orange County Fire Department and which, effective March 1, 1995, became the successor organization to the Orange County Fire Department.

BOARD shall mean Board of Directors of the Authority.

BOARD OF RETIREMENT shall mean the Board of Retirement of the Orange County Employees Retirement System (OCERS).

CHIEF OF STAFF shall mean the Fire Chief's principal advisor and strategic partner in creating and managing the organization's goals, projects, communications and initiatives, and in ensuring that the Fire Chief is optimally prepared and briefed on current and emerging matters within the agency and fire service.

COMPENSATION EARNABLE shall mean the employee's hourly rate of pay and any other compensation the employee receives that is used by the Orange County Employees Retirement System in calculating the employee's Average Monthly Compensation.

CONTINUOUS SERVICE shall mean employment in a regular position that has not been interrupted by resignation, discharge, or retirement. Official Leaves of Absence shall not constitute a break in continuous service. For employees who transitioned directly from the County of Orange to Authority employment prior to September 1, 1995, continuous service shall include prior continuous service with the County of Orange.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DEPARTMENT shall mean a Department within the Authority such as Business Services, Community Risk Reduction, Operations, Organizational Planning, and Support Services.

DEPARTMENT HEAD shall mean an executive manager of the Authority who is responsible for a Department within the Authority including Assistant Chief of Operations, Assistant Chief of Business Services, Assistant Chief of Community Risk Reduction, Assistant Chief of Organizational Planning, and Assistant Chief of Support Services.

DEPUTY FIRE CHIEF shall mean an executive manager of the Authority who is responsible for a Bureau with the Authority including Deputy Chief of Administration & Support Bureau and Deputy Chief of Emergency Operations.

ELIGIBLE FORMER EMPLOYEE means an Employee who meets the coverage and participation

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requirements set forth in Sections 3.2.1 and 3.2.2 of the Retiree Medical Plan at the time of his/her termination of employment with the Authority.

ELIGIBLE RETIREE means a retiree who is receiving a monthly retirement allowance from the Orange County employees Retirement System (OCERS), who meets the coverage and participation requirements set forth in Section 3.1 and 3.2 of the Retiree Medical Plan and whose coverage has not been terminated under Section 3.3 of the Retiree Medical Plan.

EMERGENCY shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the Authority and covered by the terms of this Personnel and Salary Resolution, except where the natural construction of this Resolution otherwise indicates, and except elected officers and Volunteer Reserve Firefighters.

EXECUTIVE MANAGEMENT shall mean an employee employed in one (1) of the classes as listed in Appendix A.

EXTRA HELP EMPLOYEE shall mean an employee employed in an extra help position. An extra help employee serves at the pleasure of the Authority in an extra help position and may be removed from an extra help position at any time with or without notice or cause and without a hearing.

EXTRA HELP POSITION shall mean a position that is intended to be occupied on less than a year-round basis, including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid sick leave, and other situations involving a fluctuating staff. Ordinarily, a full-time extra help position shall not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the Fire Chief and the Human Resources Director, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.

FIRE CHIEF shall mean the person who is the principal officer or employee of the Authority or his/her designee.

FIRE MANAGEMENT shall mean employees covered under the Fire Management Unit as referred to in the Memorandum of Understanding between the Orange County Fire Authority and the Orange County Fire Authority Chief Officers Association.

FISCAL YEAR shall mean a period from July 1 through June 30.

FULL-TIME EMPLOYEE shall mean an employee employed in a regular or limited-term position whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

GENERAL UNIT shall mean employees covered under the General Unit as referred to in the Memorandum of Understanding between the Orange County Fire Authority and Orange County Employees Association.

HUMAN RESOURCES DIRECTOR shall mean the Human Resources Director or his/her designee.

LIGHT DUTY ASSIGNMENT shall mean temporary modified (light duty) assignment as defined in SOP AM 103.01B.

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position, except where a regular position is converted to a limited-term position, in which case, the incumbent shall retain his/her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

LIMITED-TERM POSITION shall mean a position that the Authority has determined has no anticipated long-range funding or has uncertain future funding.

OCFA shall mean the Orange County Fire Authority.

PART-TIME EMPLOYEE shall mean an employee employed in a regular or limited-term position whose normally assigned work hours do not equal those required of a full-time employee.

PRACTICABLE shall mean economically or operationally feasible or reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean a person who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum rate on the new salary range is at least two and seventy-five hundredths (2.75) percent higher than the maximum rate of the old salary range.

PROVISIONAL APPOINTMENT shall mean an appointment of a qualified person who is not a regular, probationary, or limited-term employee of the Authority to a regular or limited-term position on a temporary basis.

PROVISIONAL EMPLOYEE shall mean an employee who occupies a regular or limited-term position as the result of a provisional appointment.

RATING YEAR shall mean that time period considered in the preparation of annual performance evaluations under the Annual Merit Review Program.

REASSIGNMENT shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum rate on the new salary range is less than two and seventy-five hundredths (2.75) percent higher or lower than the maximum rate of the old salary range.

RECRUITING RATE shall be the minimum rate of the salary range allocated to a class, unless otherwise authorized by the Board or the Human Resources Director.

REDUCTION shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum rate of the new salary range is at least two and seventy-five hundredths (2.75) percent lower than the maximum rate of the old salary range.

REEMPLOYED EMPLOYEE shall mean an employee who is reemployed by the Authority in accordance with the eligibility requirements identified in the OCFA Selection Rules and Appeals Procedure.

REGULAR EMPLOYEE shall mean a person who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule, unless otherwise authorized by minute order of the Board.

REINSTATED EMPLOYEE shall mean an employee who is reinstated by the Authority in

accordance with the LAYOFF PROCEDURE.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee, unless the context herein indicates otherwise.

SERVICE for the purpose of determining benefits under the Retiree Medical Insurance Grant shall mean service for the Authority, and shall include service for the County of Orange, if the employee/retiree transitioned directly from County employment to Authority employment no later than September 1, 1995, and has been continuously employed by the Authority until retirement. When the word SERVICE is printed in all uppercase letters, it refers to this definition.

SOP shall mean Standard Operating Procedure.

SUPERVISORY MANAGEMENT UNIT shall mean employees covered under the Supervisory Management Unit as referred to in the Memorandum of Understanding between the Orange County Fire Authority and the Orange County Employees Association.

SUPPORTED EMPLOYMENT UNIT shall mean employees who have been referred to the Authority by Goodwill Industries and accepted by the Authority as program participants.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.

PART 1
ARTICLE I

GENERAL PERSONNEL PROVISIONS

Section 1. Regulation of Employees

- A. There is hereby adopted a merit system for the personnel administration of this Authority basing appointments, promotions, reductions, and discharges specifically on merit for all employees, except for extra help employees, Senior Executive Assistant to the Fire Chief, and appointments and promotions to Executive Management positions.
- B. All employees shall hold their positions subject to rules and regulations established by Resolution of the Board.

Section 2. Conflict of Interest

- A. Authority employees shall refrain from engaging in any activities that constitute a conflict of interest due to the nature, conditions, or some other aspect of the activity. It shall be the responsibility of the Fire Chief to ensure that employees in the Authority refrain from engaging in any activities that constitute a conflict of interest. The following are examples of activities that may involve a conflict of interest:
 - 1. The use of Authority time, facilities, equipment, badge, or uniform for private gain or advantage, or private gain or advantage of another.
 - 2. The use of prestige or influence of Authority employment for private gain or advantage, or the private gain or advantage of another.
 - 3. The use of confidential information acquired by virtue of Authority employment for the employee's private gain or advantage, or private gain or advantage of another.
 - 4. The acceptance of money or other consideration by an employee from any person, except the Authority for the performance of an act that the employee would be required or expected to render in the regular course or hours of his/her Authority employment, or as a part of his/her duties as an Authority employee.
 - 5. The performance of an act in other than his/her capacity as an Authority employee knowing that such act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by the employee or the Authority.
 - 6. The representation of or assisting in the representation of private interests for profit before any board or committee of the Authority or in court when the Authority is a party.
 - 7. The solicitation of future employment with a business doing business with the Authority over which the employee has some control or influence in his/her official capacity at the time of transaction.

Section 3. Employment of Relatives

A. Purpose

1. To provide guidelines for employment of close relatives as situations involving relatives working in the Authority may result in morale problems, inappropriate supervision, conflict of interest, or public criticism. The intent is to avoid the opportunity for an officer or employee of the Authority to use personal influence to aid or hinder another in the employment setting or situation because of a personal relationship.

B. Policy

1. General: No person may be appointed, promoted, reduced, transferred, or reassigned to a position in which that person is in the direct line of supervision of a close relative; nor shall close relatives have the same immediate supervisor. "Supervision" includes the assignment of work, evaluation of performance, and setting or influencing the pay or granting of benefits to the other.
2. Definition: A close relative shall be defined as an individual related by blood, adoption, or marriage, e.g., spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, mother/father in-law, son/daughter in-law, sister/brother in-law, step- parent, step-child, step-brother/sister or half-brother/sister.
3. Disclosure: All applicants for employment, promotion, reduction, transfer, or reassignment to a position in the Authority shall be required to disclose the name(s) and position title(s) of any close relative currently employed in the Authority prior to appointment, promotion, reduction, transfer, or reassignment. An employee who becomes a "close relative" by marriage subsequent to appointment shall disclose the new relationship(s) to his/her supervisor.
4. The Human Resources Director shall provide appropriate forms and procedures for the disclosure process.
5. Exemptions: The Fire Chief may grant exemptions required for the effective and efficient operation of the Authority. The Fire Chief shall develop appropriate procedures to ensure the objective review of requests for exemption.

C. Procedure for Exemption From Policy

1. The hiring supervisor shall request authority for an exemption from policy from the Fire Chief prior to appointing, promoting, reducing, transferring, or reassigning a close relative of an employee, if such action shall result in a violation of policy above.
2. The written request for exemption from policy shall include:
 - a) Names of prospective employee and known close relative employee(s) and relationship(s).
 - b) Titles and summary of duties, and work relationship of affected positions.

- c) Qualifications of applicant indicating why the selected applicant is the best qualified or better qualified than other candidates.
 - d) Justification for exemption, indicating why it is necessary for the effective and efficient operation of the Authority and including a statement of why supervisor believes problems shall not result.
- 3. The Fire Chief shall approve or disapprove supervisor's recommendation and notify the Human Resources Director of specific reasons for decision. Upon request, the Human Resources Director shall review and provide comments to the Fire Chief. The Human Resources Director shall maintain a listing of exemptions granted after the effective date of this policy.
- 4. When an exemption is granted for a close relative of the Fire Chief, the Board shall be promptly notified.

Section 4. Drug and Alcohol Policy

A. Purpose

It is the purpose of this policy to articulate the position of the Authority Board with respect to the use of drugs or alcohol by Authority employees while on Authority time, in Authority vehicles, on Authority property, or in Authority facilities.

B. Policy

In recognition of the duties entrusted to the employees of the Authority and with knowledge that drugs and alcohol do hinder a person's ability to perform duties safely and effectively, the Board adopts the following policy:

- 1. It is the policy of the Authority to maintain a safe, healthful, lawful, and productive workplace. Members of the Board are committed to discouraging alcohol and drug abuse and to achieving a workforce free from the influence of drugs and alcohol.
- 2. It is the intent of this policy to deter the misuse or abuse of legal or illegal substances that create a threat to the safety and health of any Authority employee or member of the public. The Authority is concerned with those situations where the use of alcohol and drugs interferes with any employee's safety and job performance, adversely affects the job performance or safety of other employees, or affects the safety of the public.
- 3. The Authority has established a voluntary Employee Assistance Program to assist all Authority employees who wish to seek help for alcohol and drug problems. The Authority also makes available a variety of insurance coverage that provides treatment for drug and alcohol abuse. Employees may contact their supervisors, insurance provider, or the Employee Assistance Program for additional information.
- 4. The use, possession or sale of illegal drugs is unlawful, dangerous, and prohibited. The use of alcohol in the workplace, or prior to coming to the workplace so that the employee's performance is impaired is dangerous to the employee, to other employees, and the general public and is prohibited. The abuse of all drugs, including alcohol by employees is unacceptable since it can adversely affect health and safety, security and productivity, as well

as public confidence and trust.

5. Violation of this policy may be grounds for disciplinary action up to and including discharge from Authority service. The Authority may develop additional policies or work rules to augment the above policy statement.
6. Employees who experience drug or alcohol problems are encouraged to seek referral for rehabilitation through the Employee Assistance Program (EAP) or their insurance provider. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems. Once a violation of this policy occurs, subsequent use of the Employee Assistance Program or other programs on a voluntary basis shall not necessarily lessen disciplinary action.

Section 5. Position Classification Plan

- A. The Position Classification Plan of the Authority shall consist of the class titles and the class specifications adopted by the Board. There shall be a class specification for each class (unless exempted by the Board) that includes the title of the class and indicates the type of work performed and the minimum qualifications for employment. Class specifications shall be established by the Board of Directors and maintained current by the Human Resources Director in the following areas: 1) legal requirements for licensure, 2) Fair Labor Standards Act (FLSA) mandates, and 3) organizational changes to reporting relationships.
- B. The Human Resources Director shall administer the Position Classification Plan for all positions in the Authority service, except those designated by the Board as being exempted. The Human Resources Director shall make recommendations to the Board as to the establishment of classes. The Human Resources Director shall establish procedures to administer the Position Classification Plan.
- C. The Human Resources Director is authorized to conduct studies of the duties and responsibilities of the various positions in order to maintain the Position Classification Plan.

Section 6. Number and Classification of Activated Positions

- A. The number of activated regular positions shall be as designated by the Board. The Fire Chief shall not appoint regular or probationary employees in excess of the positions activated by the Board, except that the Fire Chief, with notification to the Human Resources Director, may fill a regular position with a replacement up to twenty-eight (28) calendar days in advance of the separation of a terminating employee.
- B. The Human Resources Director is authorized to reclassify positions when such reclassifications are consistent with classification concepts, classification specifications, and salaries adopted by the Board, and the Fire Chief agrees with the classification change.
- C. The Human Resources Director may authorize that a regular position be used as one (1) or more part-time regular positions, provided that the total regularly scheduled hours of the part-time positions do not exceed the number of hours per

week authorized for the activated regular position.

- D. The Fire Chief may appoint limited-term or extra help employees subject to a determination by the Human Resources Director as to the appropriate classification of the positions. Ordinarily, a full-time extra help position shall not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the Fire Chief and the Human Resources Director, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.
- E. When a regular or limited-term position is vacant due to Leave of Absence, the position may be filled for the length of the immediately preceding Authority Leave, Official Leave, Leaves for disability reasons, Military Leave, Parenthood Leave, or other loan program and any extensions of such Leaves.
- F. When an employee who is separating from Authority service by way of paid Authority retirement elects to take time off for vacation, the position to be vacated may be filled by the Authority for the length of vacation time off prior to the employee's paid retirement.
- G. When a regular or limited-term employee is on a Leave of Absence with Pay and the cost of the employee's salary and benefits is fully reimbursed to the Authority, the employee's position may be filled by the Authority for the length of the paid Leave.

Section 7. Selection Procedures

- A. Consistent with Section 1.A of this Article, the Human Resources Director shall determine the method of evaluating the qualifications of applicants and employees. The Human Resources Director shall administer the Authority Merit System Selection Rules and Appeals Procedure. Such Rules may be revised by the Human Resources Director, provided that no revision that nullifies the basic principle of a merit system shall be effective, unless approved by the Board.
- B. Consistent with Section 1.A of this Article, the Human Resources Director shall determine the selection methods for the filling of all positions. The Fire Chief shall appoint and promote only from among those persons who are certified to him/her by the Human Resources Director as being eligible for the particular class, except as provided in the Authority's Merit System Selection Rules and Appeals Procedure. An appropriate form shall be signed by the Fire Chief or his/her designee and approved by the Human Resources Director before salary payment shall be made to any employee.
- C. When the Authority assumes or absorbs the functions and personnel of another government agency, the Human Resources Director may waive or modify the regularly established minimum qualifications and selection procedures for the employees involved.

Section 8. Performance Evaluations

- A. The Human Resources Director is authorized to establish a performance evaluation program for the Authority.

Section 9. Administrative Leave

- A. The Human Resources Director may authorize an employee to be absent with pay from his/her regular work area for reasons other than physical or mental illness for a period of time not to exceed one hundred twenty (120) regularly scheduled working hours, if the Fire Chief finds that such absence:
 - 1. Contributes to the employee's effectiveness in his/her assigned duties and responsibilities; or
 - 2. Contributes to the functions and goals of the Authority.
- B. An employee may be absent with pay from his/her regular work area in excess of one hundred twenty (120) regularly scheduled working hours upon the approval of the Human Resources Director and the Fire Chief. Requests for an absence with pay from the regular work area in excess of one hundred twenty (120) regularly scheduled hours shall state specifically the reason for the request and the beginning and ending dates of the absence. For purposes of this Section, regular work area shall mean the geographic area to which the employee is typically and appropriately assigned to work during the usual course of employment.

Section 10. Military Leave of Absence

- A. A request for Military Leave of Absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return. Military Leave is governed by provisions of the Military and Veterans Code of the State of California. An employee receiving pay for a portion of such Leave shall not be deemed to be occupying a position during such paid Leave period. When a regular position is vacant due to a Military Leave of Absence, the position may be filled for the length of that Leave.

Section 11. Time Off for Voting

- A. If an employee does not have sufficient time outside of working hours to vote at a State-wide election, the employee may, without loss of pay, take off enough working time that when added to the voting time available outside of working hours shall enable the employee to vote.
- B. No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift/day, whichever allows the most free time for voting and the least time off from the regular working shift/day, unless otherwise mutually agreed.

- C. If the employee on the third working day prior to the day of election, knows or has reason to believe that time off shall be necessary to be able to vote on election day, the employee shall give his/her supervisor at least two (2) working days' notice that time off for voting is desired in accordance with the provisions of this Section.

Section 12. Provisional Appointment

- A. A provisional appointment shall not extend beyond the time needed to establish an eligible list and permit a regular appointment to be made. A provisional appointment shall not be continued for more than six (6) months from date of appointment, unless an extension of no more than one (1) year from the original date of the provisional appointment is approved by the Human Resources Director.
- B. A probationary, regular, or limited-term employee shall not be eligible for a provisional appointment.
- C. A provisional employee shall not serve a probationary period. If a provisional employee receives a regular appointment, the employee shall serve a new probationary period. A provisional employee who receives a regular appointment shall maintain his/her original hire date for purposes of vacation and sick leave accrual, retirement, and layoff.
- D. A provisional employee may be released from service at any time without right of appeal or hearing.
- E. Provisional employees shall earn all other benefits that accrue to regular employees, except for rights and benefits pursuant to the Layoff Procedure provided for in the applicable Memoranda of Understanding or Personnel and Salary Resolution.

ARTICLE II

PAY PRACTICES

Section 1. Method of Compensation for Employees

- A. Employees shall receive compensation at the biweekly or hourly rate within the range or at the flat rate assigned to the class in which they are employed.
- B. The Human Resources Director is authorized to create a table of class titles, pay rates, and salary schedules consistent with actions taken by the Board authorizing such titles and rates of pay. The Human Resources Director may also change such tables, rates, and schedules in accordance with the provisions of the various Memoranda of Understanding or by subsequent action of the Board.

Section 2. Salary Payment Procedure

- A. A pay period shall cover fourteen (14) calendar days and shall start on a Friday and end with the second Thursday thereafter. Employees and officers shall be paid approximately eight (8) days after the end of a pay period, usually on a Friday.
- B. Compensation for each employee for whom compensation is established shall be paid out of the Authority General Fund or such other fund as may be provided by ordinance or by law upon certification by the Fire Chief that such employee has performed the services set forth in said certificate. When an employee separates from the Authority service and use of the regularly scheduled certification would create an inequitable delay, the Fire Chief may immediately file a special payroll certification of such separation. A warrant may be drafted for the period of time and/or pay due said employee up to the time of separation. Notice of such separation shall be immediately filed with the Human Resources Director.
- C. As a condition of receipt of his/her salary warrant, the Fire Chief shall file a written certificate to the effect that each of his/her employees during said pay period has performed services for the Authority as required by law. If there is any exception, the Fire Chief shall so state in the certificate. The Authority shall retain a copy.

Section 3. Authorization for Salary Increases

- A. The Human Resources Director shall provide written notification to the Finance Manager of all salary increases and such notifications shall constitute authorization for payments to the employee at the higher rate.

Section 4. Compensation for Authority Employees When Performing as Volunteer Reserve Firefighters

- A. Employees who, in addition to being employed in another job class, also volunteer as Volunteer Reserve Firefighters shall be excluded from eligibility for overtime compensation during such time when they volunteer as Volunteer Reserve Firefighters.

Section 5. Limitations upon Compensation

- A. Unless otherwise provided by Resolution, all fees, commissions, mileage (other than mileage reimbursement received pursuant to the Authority's mileage reimbursement provisions), and compensation of whatever nature or character received by an employee by virtue of his/her office shall be deposited with the Authority for each calendar month not later than the fifth of the succeeding month and be deposited into the General Fund of the Authority, or such other fund as maybe provided by law, and shall become the property of the Authority immediately upon its receipt by such employee. The provisions of Section 70 of the Penal Code relative to the asking or receiving of gratuities are hereby made a part of the regulations governing employees.

Section 6. Authority to Resolve Employee Complaints/Grievances

- A. The Human Resources Director may authorize payments in settlement of employee complaints or grievances where:
1. Resolution of the complaint advances effective employer-employee relations; and
 2. The cost of potential arbitration or litigation exceeds the amount in controversy; and
 3. The amount of such settlement does not exceed ten thousand (10,000) dollars in any one (1) case.

ARTICLE III

TUITION REIMBURSEMENT

Section 1. Objective

- A. The tuition reimbursement program is designed to encourage employees to continue their self-development by enrolling in classroom courses that will:
 - 1. Educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs; or
 - 2. Help prepare them for advancement to positions of greater responsibility in the Authority service.

Section 2. Eligibility of Courses

- A. The following criteria shall be used in determining the eligibility of courses for tuition reimbursement:
 - 1. Courses must be related to the work of the employee's position or occupation.
 - 2. Courses must have reasonable potential for resulting in savings or in more efficient service.
 - 3. Courses must be taken on employee time.
 - 4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions shall be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.
 - 5. The prerequisite courses for eligible courses are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
 - 6. Courses that are neither eligible in themselves, nor prerequisites for eligible courses, but that are required for the completion of a degree in a work-related field are eligible for tuition reimbursement.
 - 7. Courses are not eligible for tuition reimbursement if they:
 - a) Are taken to bring unsatisfactory performance up to an acceptable level;
 - b) Are taken to acquire skills or knowledge that the employee was deemed to have when appointed;
 - c) Duplicate available in-service training; or
 - d) Duplicate training that the employee has already had.
- B. Conventions, nonacademic workshops, institutes, etc., are not ordinarily included in the tuition reimbursement program because such programs often are given by non-accredited institutions, involve Authority time, considerable travel expense, and are not easily comparable to any other programs. Therefore, the Transportation

and Travel-Meetings and Conferences account code shall be used for such programs and requests shall be made in the usual manner. However, with the approval of the Human Resources Director, exceptions may be made for individual requests if: 1) an employee can only receive a specialized course from a nontraditional institution, and 2) the program meets the other criteria previously outlined.

Section 3. Eligibility of Employees

- A. Full-time (regular, limited-term, and probationary) employees performing their jobs satisfactorily are eligible for reimbursement.

Section 4. Nature of Reimbursement

- A. Reimbursement may be made for tuition, registration fees, books, and laboratory fees. Expenses for parking, travel, meals, processing fees for admittance to a university or college, and other incidental costs are not reimbursable.
- B. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of "C" or its equivalent in an undergraduate course, or "B" or its equivalent in a graduate level course. No reimbursement shall be made for audited courses or incomplete courses.
- C. Reimbursement shall be limited as follows:
 - 1. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - 2. The maximum reimbursement that may be received by an employee from the Authority in one (1) fiscal year shall be as provided in the applicable Memorandum of Understanding for each bargaining unit.
 - 3. No employee shall be reimbursed for expenses totaling less than five (5) dollars for a single course.
 - 4. Reimbursement received from other sources for tuition, registration fees, books, and/or lab fees shall be deducted from the cost of such expenses in determining the amount that the Authority shall pay.

Section 5. Request Procedure

- A. The employee shall apply for tuition reimbursement through normal supervisory channels on forms provided by the Human Resources Director within thirty (30) calendar days after the starting date of the course.
- B. The Human Resources Director or his/her designee shall either approve or deny the application based on the criteria set forth in this policy and in the Tuition Reimbursement Guide.
- C. Upon completion of an approved course, the employee shall submit verification of fees paid, books purchased, and grades achieved for reimbursement in accordance with the Authority's tuition reimbursement process through normal supervisory channels.

ARTICLE IV

PAYOFF PROVISIONS

Section 1. Sick Leave Payoff

- A. If applicable, the amount of the payment for unused sick leave shall be calculated on the basis of the employee's salary at the time of paid Authority retirement or death. Extra help employees are not eligible for sick leave payoff.

Section 2. Vacation Payoff

- A. The amount of the lump sum payment for accrued vacation shall be calculated on the basis of the employee's salary at the time of separation.

ARTICLE V

INSURANCE FOR VOLUNTARY RESERVE FIREFIGHTERS

Section 1. Insurance for Volunteer Reserve Firefighters

- A. The Authority shall provide to Volunteer Reserve Firefighters health and welfare benefits that shall include life, accidental death and dismemberment, vision, and dental benefits. Accidental death and disability income protection benefits shall be provided for enrolled Volunteer Reserve Firefighters.

ARTICLE VI

SUPPORTED EMPLOYMENT PROGRAM

Section 1. Program Intent

- A. ___ As part of its community involvement, the Authority participates in the Supported Employment Program administered by Goodwill Industries. The purpose of this program is to assist developmentally disabled adults in job training and placement. Individuals referred to the Authority by Goodwill Industries and accepted by the Authority as program participants shall be placed in positions specifically created for this program and shall serve in an "At-Will" capacity.

Section 2. Program Participants

- A. Participants in this program shall become employees of the Authority and shall be placed in the classification of Services Aide, which shall be in the Supported Employment Unit exclusively designated for this program. The salary for this classification has been set in accordance with the Authority's salary policy and shall be maintained at the level of one (1) dollar above the State minimum wage requirement.

Section 3. Insurance

- A. ___ Employees in this program are eligible for Medical Health and Dental Insurance. The employee may elect to participate in the OCFA medical health and dental insurance program. If the employee elects to participate, the Authority shall contribute one hundred percent (100%) toward the employee's insurance premium for employee-only coverage.

Section 4. Retirement

- A. Eligibility

Employees in this program are included in the Orange County Employees Retirement System (OCERS) as determined by their date of entry into eligible service.

- B. Employer's Contribution

For employees hired before January 1, 2013 and for employees hired on or after January 1, 2013 who are considered "Legacy Members" of OCERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA), the Authority shall contribute one hundred percent (100%) of the employee's retirement contribution, exclusive of the six percent (6%) employee reimbursement identified in Section D . 1 . b . Such contribution shall be credited as fifty percent (50%) pursuant to Government Code Section 31581.1 and fifty percent (50%) pursuant to Government Code Section 31581.2.

- C. Final Compensation for Legacy Members of OCERS

"Final Compensation" for Legacy Members of OCERS, in accordance with Government Code Section 31462(a) means the average annual compensation earnable by a member during any three years elected by a member at or before the time he or she files an application for retirement, or, if he or she fails to elect, during the three years immediately preceding his or her retirement. If a member has less than three years of service, his or her final compensation shall be determined by dividing his or her total compensation by the number of months of service credited to him or her and multiplying by 12.

D. Retirement Formulas and Employee Contributions

1. Employees Hired Prior to January 1, 2013 or Employees Hired On or After January 1, 2013 with Reciprocal Retirement Benefits

- a. The Authority will continue the retirement formula of 2.7% at Age 55 as follows:
- b. The employees will continue to pay six percent (6%) of the employee's Compensation Earnable. This deduction shall continue during the employee's employment period with the Authority.

2. Employees Hired On or After January 1, 2013 with No Reciprocal Benefits

- a. The retirement formula will be the 2.5% at age 67 retirement formula per Government Code Section 7522.20(a), utilizing the average three highest years of compensation per Government Code Section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPR and the OCERS Board of Retirement.
- b. Employees shall pay one half the normal cost as defined by PEPR.

Section 5. Other Benefits

A. Vacation

Employees shall accrue eighty (80) hours of vacation prorated annually based on the number of hours worked. Employees shall not be eligible to apply vacation to absences until completion of one (1) year of service. Vacation may be accrued up to a maximum of two hundred eighty (280) hours.

B. Sick Leave

Employees shall accrue a minimum of three (3) days and up to seventy- two (72) hours of sick leave prorated annually based on the number of hours worked. Employees shall not be eligible to apply sick leave to absences until completion of ninety (90) days of service. There shall be no limit on the maximum of accrued sick leave.

C. Holiday Pay

Holiday pay shall be compensated in the same manner as is applicable to the majority of staff employees.

- D. Individuals in this program may qualify for and may receive assistance from the State and/or Federal government relative to benefits. The Authority may, at its absolute discretion, provide other benefits to individuals employed in these classifications as determined in writing by the Fire Chief.

ARTICLE VII

SEPARABILITY

In the event that any provision of this Personnel and Salary Resolution is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Personnel and Salary Resolution, it being the express understanding of the Board of Directors that all other provisions not declared invalid shall remain in full force and effect.

PART 2 - ADMINISTRATIVE MANAGEMENT

ARTICLE I

EMPLOYMENT PROVISIONS

Section 1. Temporary Promotion

- A. A regular, probationary, or limited-term employee who is assigned on a temporary basis to a higher level vacant (regular or limited-term) position shall be promoted on a temporary basis to that class, provided he/she meets the qualifications of the position, when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work, and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his/her former class. In such a case, the employee shall be reassigned within five (5) working days.
- B. The Authority may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary, or limited-term employee in a higher level vacant (regular or limited-term) position for a period that is expected to be at least one hundred twenty (120) consecutive regularly scheduled hours, but less than one (1) year.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the salary status he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.
- D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his/her former class and department. A temporary promotion shall not exceed a period of one (1) year.

Section 2. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except those contained in the LAYOFF PROCEDURE, that accrue to employees in regular positions.
- B. A regular employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the Fire Chief shall become a limited-term regular employee.
- C. Limited-term employees hired under programs that involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement, and layoff. The requirement that such employees serve a new probation period may be waived with the approval of the Human Resources Director. Limited-term employees not hired under programs that involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date.

for purposes of vacation and sick leave accrual, retirement, layoff, and new employee probation.

- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll, except as provided in Section 2.E of this Article.
- E. Regular employees who transfer, promote, or reduce to limited-term positions at the direction of the Fire Chief shall retain their former status and retain their layoff benefits in their former layoff unit. The Fire Chief shall make such an order in writing prior to the date of transfer, promotion, or reduction.

Section 3. Reemployment of Employees on Disability Retirement

- A. The Authority shall counsel and advise employees retired for physical disability about reemployment opportunities with the Authority.
- B. Employees retired for physical disability who, within two (2) years from date of retirement, or date their disability retirement is discontinued, request and qualify for positions in the Authority service shall be placed on the eligibility list with respect to such positions. They shall be placed on such List in chronological order of retirement, but following the last person on layoff status. They shall remain on such List for a period of two (2) years from date of retirement, or date their disability retirement is discontinued, except that:
 - 1. A person appointed to a regular position in the Authority service shall be removed from the List;
 - 2. A person who, on two (2) separate occasions, rejects, or fails to respond within three (3) workdays to offers of employment in a class for which he/she is qualified, shall be removed from the List;
 - 3. A person, who on three (3) separate occasions, declines referral for interviews in a class for which he/she is qualified, shall be removed from the List.

Section 4. Reemployment of Regular Employee

- A. A regular employee who leaves Authority employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Authority Leave for such period of time.

ARTICLE II

LAYOFF PROCEDURE

Section 1. General Provisions

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. Section 6, Reinstatement Lists and Section 7, Status on Reinstatement of this Article shall not apply if the Authority has a written agreement with an employer, public or private, that guarantees the Authority employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by Authority employees, and the new employer does make such an offer in writing to the employee.
- C. This procedure shall not apply to employees who have special or unique knowledge or skills that are of special value in the operation of the Authority business.

Section 2. Order of Layoff

- A. The Authority may abolish a position because of change in duties or organization or shortage of work or funds which, in turn, may require the layoff of one (1) or more employees. When a layoff is implemented, employees in regular positions and those occupying limited-term positions at the direction of the Fire Chief shall be laid off in the following order within a class:
 - 1. Employment Status

Except as provided in Section 1.C of this Article, all new probationary employees and employees on temporary promotion shall be removed from the class.
 - 2. Past Performance

Any employee whose last regularly scheduled performance evaluation was rated "Substandard" and who has received a subsequent interim performance evaluation rated "Substandard" shall be subject to layoff before employees subject to Section 2.A.3 of this Article.
 - 3. Service Hours

After all new probationary employees, employees on temporary promotion, and employees subject to layoff under Section 2.A.2 of this Article have been removed from a class within a layoff unit, the employee with the lowest number of service hours shall be subject to layoff first. When two (2) or more employees have the same number of service hours, the Authority shall determine the order of layoff for these employees.
- B. Layoffs shall be made by class within the Authority, except that:
 - 1. Where a class has a dual or multiple concept, the Human Resources

Director may authorize a layoff by specialty within the class.

2. Where appropriate, the Human Resources Director may authorize a layoff by division or smaller unit.
- C. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his/her former class and shall be subject to layoff in accordance with this procedure.

Section 3. Notification of Employees

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work, whenever practicable.
- B. It is the intent of the Authority that the number of layoff notices initially issued shall be limited to the number of positions by which the workforce is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 4 of this Article.
- C. The notice of layoff shall include: the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's service hours, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 4 and 5 of this Article, and the right of the employee to advise the Authority of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 4. Voluntary Reduction in Lieu of Layoff

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit, provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer service hours than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the lowest number of service hours shall be subject to layoff.
- B.
 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work, following actual receipt of the notice, to notify the Authority in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Authority of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
 2. Employees who receive notice other than by personal service at work shall

have five (5) calendar days, excluding weekends and holidays, following the date the employee is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following the date of proof of service by mail, to notify the Authority of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

- C. Failure by an employee to respond to the Authority pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class, and that the employee's hire date stated in the layoff notice was correct.
- D. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 5. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

- A. An employee in a class designated by the Authority as vulnerable to layoff may request a voluntary reduction to any class, provided the employee possesses the minimum qualifications for the class, and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on AUTHORITY REINSTATEMENT LISTS pursuant to Section 6.A.3 of this Article.

Section 6. Reinstatement Lists

- A. The following persons shall be placed on AUTHORITY REINSTATEMENT LISTS as provided in Sections 6.A.1., 6.A.2., and 6.A.3. of this Article in the order of their respective service hours with the person having the largest number of service hours listed first, except that employees laid off pursuant to Section 2.A.2. of this Article shall be placed in service hour order after all other employees.
 - 1. Persons Laid Off - The names of persons laid off shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.
 - 2. Persons Who Exercise Their Rights under Section 4 of this Article - The names of persons who exercise their rights under Section 4 of this Article shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.
 - 3. Persons Who Voluntarily Reduced Under the Provisions of Section 5 of this Article - The names of persons who were voluntarily reduced under the provisions of Section 5 of this Article shall be placed on a REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such Lists.

Positions to be filled shall be offered first to persons on the REINSTATEMENT LIST for that class, starting at the top of the List. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must

first meet the minimum qualifications for the class, and pass any required performance tests for that class.

- B. Names of persons placed on the REINSTATEMENT LIST shall remain on the Lists for two (2) years, except that:
 - 1. A person who, on two (2) separate occasions, rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the Lists for that class.
 - 2. A person who, on three (3) separate occasions, declines referral for interviews in a particular class shall be removed from the Lists for that class.
 - 3. A person who retires from the Authority shall be removed from all Lists.
- C. The Lists may be extended for a period not to exceed one (1) year, at the discretion of the Human Resources Director prior to thirty (30) days before the Lists' expiration dates.
- D. REINSTATEMENT LISTS shall be available to affected employees upon reasonable request.

Section 7. Status on Reinstatement

- A. An employee who has been laid off under the provisions of this Article and subsequently reinstated in a regular or limited-term position within a two (2) year period from the date of his/her layoff shall receive the following considerations and benefits:
 - 1. All sick leave credited to the employee's account when laid off shall be restored.
 - 2. All service hours held upon layoff shall be restored.
 - 3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates and service awards.
 - 4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
 - 5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay, except that a probation period shall be established as determined by Part 2, Article III, Section 3.B if reinstatement is in a higher class or an occupational series different from that employed in at the time of layoff.
- B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reinstated in a regular or limited-term position in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following considerations: The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay or at the same point/rate on the salary range as the employee's salary in the lower class, whichever is higher. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

- C. When an employee is reduced under the provisions of this Article and is subsequently reinstated in a class higher than the one from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above, and the employee's salary and probation period shall be determined by treating the employee as though he/she is being promoted from such class.

ARTICLE III

ON-THE-JOB INJURIES. WORKERS' COMPENSATION

Section 1. Medical Treatment

- A. Whenever an employee sustains an injury or disability arising out of and in the course of Authority employment that requires medical treatment, the employee shall obtain treatment pursuant to the appropriate California Labor Code Sections.

Section 2. Disability Payments and Leave

- A. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his/her option, use any accrued sick leave, compensatory time, and/or vacation, in that order.
- B. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any sick leave, compensatory time, or vacation time previously accumulated by the employee. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
- C. The probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered Authority service for completion of the probation period.
- D. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his/her option, use sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Section 2.B of this Article.
- E. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of sick leave and vacation earning rates.
- F. Authority employees covered by Section 4850 of the Labor Code shall receive leave and benefits as provided by Section 4850.
- G. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of Authority employment, the employee shall receive workers' compensation supplement pay that, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year, including holidays.

- H. When an injury is determined to be job-related by the Authority or by the Workers' Compensation Appeals Board, eighty (80) percent of all sick leave, compensatory time, and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all sick leave, compensatory time, and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

Section 3. Exposure to Contagious Diseases

- A. Whenever an employee is compelled by direction of an Authority designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive regular compensation for the period absent from duty.

Section 4. Injury to Volunteer Reserve Firefighter

- A. Whenever an employee who is also a Volunteer Reserve Firefighter is compelled to be absent from his/her regular employment due to injury arising out of and in the course of his/her volunteer service as a Volunteer Reserve Firefighter, such employee shall receive temporary disability and/or permanent disability as prescribed by the California Labor Code relative to workers' compensation benefits.

ARTICLE IV

SAFETY

Section 1. General Provisions

- A. The Authority shall make reasonable efforts to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and report any such unsafe practices, equipment, or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.
- B. Any employee who either does not receive an answer to a safety-related question from his/her supervisor within three (3) days, or receives an answer that the employee deems unsatisfactory, may directly contact the designated Authority Safety Officer.
- C. Any employee who is directed to perform a task that the employee in good faith feels is unsafe may request an immediate investigation from the designated Authority Safety Officer. During the period that the designated Authority Safety Officer is conducting an investigation, the employee shall be assigned to other work at no loss of earnings. If the task is ruled to be safe by the designated Authority Safety Officer, the employee shall be required to perform the duties assigned.
- D. In accordance with OCFA standard operating procedure HR 04.01, the Authority shall establish guidelines to notify the investigative team of the existence of a serious injury or fatality involving an employee and to secure the scene until such time as the investigative team can conduct an investigation of the serious injury or fatality. This would involve securing the equipment directly involved, the immediate area to the incident, and the apparatus directly involved.
- E. The Authority shall furnish all equipment that is necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the Authority shall provide the necessary first aid kits in each location.
- G. Wherever practicable, the Authority shall provide first aid training for one (1) employee at each new work location.
- H. No employee shall be required to work under conditions dangerous to the employee's health or safety.

Section 2. Abatement of Violations

- A. In any instance in which the Authority is cited for a violation of California/OSHA, the Authority shall abate the cited hazard to health or safety within the abatement period required.

ARTICLE V

DEPENDENT CARE ASSISTANCE PROGRAM

The Authority shall administer a Dependent Care Assistance Program that allows employees to take advantage of a salary reduction program to pay for dependent care as permitted in the Internal Revenue Code.

<p style="text-align: center;">PART 3 - EXECUTIVE MANAGEMENT ARTICLE I</p>
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TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. General Provisions

- A. Except as otherwise provided in this Article or by State law or action of the Board and except where the natural construction of a provision indicates otherwise, the wages, hours, and terms and conditions of employment for Executive Management employees shall be the same as adopted for employees in the Administrative Management Unit. However, any provision requiring Fire Chief approval for Administrative Management employees that could also benefit the Fire Chief shall be forwarded to the Board for approval.

Section 2. At-Will Appointments

- A. Notwithstanding any other provision of this Personnel and Salary Resolution, employees appointed to Executive Management positions, exclusive of the Fire Chief, shall serve at the pleasure of the Fire Chief. Prior to such an appointment, the Human Resources Director shall obtain written acknowledgement from the prospective appointee acknowledging his/her understanding of such At-Will status.
- B. Such employees may be removed from their position at any time without notice, cause, or rights of appeal. In the event such employees are removed from their positions, the Authority shall provide, at the discretion of the Fire Chief, either severance pay OR reassignment as described below:
1. Severance Pay - In the event such employee is removed from his/her position prior to the third year anniversary of his/her appointment without being reassigned, the Authority shall pay a sum equal to three (3) months of the base annual salary that is in effect as of the date of the termination. In the event such employee is removed from his/her position after the third year anniversary without being reassigned, severance pay shall be increased by one (1) month for each additional year or portion thereof, up to a maximum of six (6) months in total.
 2. Reassignment - In the event such employee is removed from his/her position without severance pay, the Authority shall reassign said employee to a non-Executive Management position in a lower class, in which he/she passed probation immediately prior to becoming an At-Will employee, or an equivalent position. In such event, employee shall be placed at the middle of the applicable salary range. Said reassignment shall not result in layoff of any other employee. Employees appointed to such Executive Management positions from outside the Authority shall have no rights to a lower level position.

- C. Notwithstanding the provisions of this Section, the Authority shall have the right to dismiss for reasonable cause any Executive Management employee, and may do so without compliance with Sections 2.B.1 or 2.B.2 of this Article. In such an event, the provisions of Part 2, Articles VIII, DISCIPLINARY AND PREDISCIPLINARY ACTIONS, and IX, GRIEVANCE PROCEDURE, shall be fully applicable.

D. Reasonable Cause

For purposes of this Section, the term, "reasonable cause" shall include, but not be limited to, the following: (1) dishonesty, (2) insubordination, (3) incompetence, (4) neglect of duty, (5) excessive or unexcused absences, (6) possession, use, or sale of alcohol or illegal narcotics while on Authority duty or premises, (7) misuse or misappropriation of Authority property or funds, (8) conflict of interest, (9) improper political activity, (10) intentionally misrepresenting information or facts in any statement, declaration of affidavit made by an employee, (11) any conduct, act, or omission either during or outside duty hours that is of such a nature that it causes discredit to the Authority or the firefighting profession, or that conduct, act, or omission has a disruptive effect on the efficiency or integrity of the public service, (12) any violation of the Authority's General Orders or Standard Operating Procedures.

Section 3. Life Insurance

- A. Executive Management employees shall receive life and accidental death and dismemberment insurance, at no cost to the employee, in an amount equal to their base annual salaries, adjusted to the closest ten thousand (10,000) dollars regardless of age with the option to purchase additional coverage, including dependent coverage.

Section 4. Optional Benefit Plan (OBP)

- A. All provisions that apply to Administrative Management shall also apply to Executive Management, except that the amount of the Optional Benefit Plan shall be three thousand five hundred (3500) dollars for Executive Management employees for each calendar year.

Section 5. CalPERS Health Care

- A. The Authority shall continue to maintain its contract with the California Public Employees Retirement System (CalPERS) for employees' health care coverage.
- B. Except as provided in Sections 5.C.1 and 5.C.2 of this Article, the Authority shall contribute toward the payment of health care premiums under the CalPERS Health Benefits Plan on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code Section 22892.
- C. The Authority shall continue to maintain its Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:
1. Except as modified in Section 5.D. of this Article, each full-time (regular, limited-term, or probationary) employee shall receive the dollar value of one hundred

percent (100%) of the employee's health plan premium or seventy-five percent (75%) of the total health plan premium selected by the employee, whichever is greater. That amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.

2. Except as modified in Section 5.D. of this Article, each part-time (regular, limited-term, or probationary) employee shall receive the dollar value of fifty percent (50%) of the employee's health plan premium or thirty-seven and five-tenths percent (37.5%) of the total health plan premium selected by the employee, whichever is greater, and that amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892, provided the employee's normal workweek consists of at least twenty (20) hours. Health care coverage and other benefits provided as part of the Cafeteria Plan shall be terminated for any employee whose normal workweek is reduced to less than twenty (20) hours. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.

D. For employees who are on approved Family Leave, the Authority shall continue to pay health insurance premiums as provided in Sections 5.C.1 and 5.C.2 of this Article to the extent required by applicable law.

E. Upon showing sufficient proof of alternate health care coverage, such as a certificate of coverage, a full-time or part-time (regular, limited-term or probationary) employee shall be entitled to a fifty-five (55) dollar biweekly credit to his/her Cafeteria Plan, in lieu of the amount provided in Sections 5.C.1 and 5.C.2 of this Article. This credit may be applied towards benefits offered under the Cafeteria Plan, including accidental death and dismemberment insurance or miscellaneous pay.

~~F. For 2016, the Director of Communications and the Human Resources Director shall receive a monthly cash allotment in the amount of one thousand six hundred fifty three dollars and fifty four cents (\$1,653.54) to be applied toward health care coverage and other benefits. The amount shall be adjusted annually each January in the amount equal to the average percentage increase of CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the increase in CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium. In addition to purchasing health care coverage, the Director of Communications and the Human Resources Director, at his/her option, may receive any or all remaining funds in cash or defer such funds to an Authority offered Deferred Compensation Plan.~~

Section 6. Range Adjustment

A. The bottom of the salary range for Assistant Chief shall be established at ~~seven~~ seven and five-tenths percent (7.5%) above the maximum attainable Fire Division Chief salary. The top for this range shall be established at ~~seven and five-tenths~~ ten percent (10%)

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A. ~~(7.510%)~~ above the bottom. Maximum attainable salary is defined as the sum of the top of the salary range for Fire Division Chief plus any additional non-base salary building compensation provided to the ~~majority of~~ employees in this classification.

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B. ~~The top of the salary range for Director of Communications shall be established at twenty five percent (25%) below the bottom of the salary range for Assistant Chief. The bottom of the salary range for Director of Communications shall be seven and five tenths percent (7.5%) below the top of the range.~~

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B. The bottom of the salary range for Deputy Fire Chief shall be established at the top of the Assistant Chief salary range. The top for this range shall be established at seven and five-tenths (7.5) percent above the bottom.

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C. Movement within the salary ranges shall be based on job performance and shall be approved by the Fire Chief.

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Section 7. Deferred Compensation

A. An employee in the classifications designated as Executive Management shall receive a biweekly deferred compensation contribution from the Authority in the amount equal to ~~four five~~ and five-tenths percent (~~54.5~~%) of the employee's biweekly base salary. Such contribution shall go into the employee's designated account within the Authority's Deferred Compensation Plan.

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Section 8. Authority Issued Vehicles and Cash in Lieu Allowance Policy

A. Intent of Policy

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This policy has been developed to provide a consistent application of the Vehicle Allowance benefit that covers the issuance of an Authority vehicle or a cash allowance in lieu of an Authority issued vehicle.

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B. Authority Issued Vehicle

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1. Emergency/Code 3 Response Vehicles

Based on the duties performed by each member of the Executive Management group, the Fire Chief shall determine if an employee shall be required to maintain a twenty-four (24) hour emergency/Code 3 response vehicle. This determination shall be based on the specific requirement of the job and shall take all of the following conditions into consideration:

- The duties of the position require a twenty-four (24) hour seven (7) days a week emergency/Code 3 response status.

- The duties require that the vehicle be equipped with emergency/Code 3 response and communications equipment, i.e., emergency lights, siren, emergency radio, etc.
- The duties dictate the use of the vehicle in a manner that insurance coverage is not available on an individual basis, i.e., emergency response and wildland traversing.
- Upon determination by the Fire Chief that the Executive Management member's duties require an Authority issued emergency/Code 3 equipped.

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- response vehicle, the Fire Chief shall assign such vehicle to the employee. The Fire Chief, at his/her discretion, may at any time determine that there is no need for such vehicle and revoke the use of the vehicle.

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- Emergency/Code 3 response vehicles shall be provided at the discretion of the Fire Chief and be in accordance with the following conditions:

- Those employees who shall be provided emergency/Code 3 response vehicles may use the vehicles for personal use, but shall be available on a twenty-four (24) hour, seven (7) days a week emergency/Code 3 response status.
- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be equipped with emergency/Code 3 equipment and shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee and spouse when the employee is present in the vehicle.
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief
- Authority provided fuel for Authority issued vehicles shall be for business use only.

2. Record Keeping

It is understood that if an employee is issued an Authority vehicle, the vehicle shall be used for business and personal use. In determining the cash value of the personal use of the vehicle, the method of "Annual Lease Value" shall be applied. Upon receipt of the appropriate information from the employee, the Finance Manager shall calculate the appropriate cash value for the vehicle's personal use. The cash value shall be identified on the individual's W-2 in Box 1 as taxable income. The cash value shall cover the cost of the vehicle and its maintenance and insurance.

C. Vehicle Cash Allowance

Those Executive Management employees who are not determined by the Fire Chief to be required to maintain a twenty-four (24) hour a day seven (7) days a week emergency/Code 3 response vehicle shall receive a monthly cash allowance in the amount of ~~five hundred eighty five~~ **eight hundred eighty five (885.00)** dollars for the use of their personal vehicle for Authority business. Such allowance shall be identified on their W-2 in Box 1, as taxable income.

Employees who use their personal vehicle for business purposes shall comply with the following requirements:

- They shall maintain and provide proof of adequate levels of personal vehicle insurance coverage.
- They shall purchase their own fuel for the vehicle.

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- They shall ensure that the vehicle is properly maintained.

Section 9. Retirement Formula – 3% at 50 (Safety Employees Hired before ~~July 1, 2014~~ June 30, 2012)

- A. The Authority shall continue the 3% at 50 retirement formula for active Safety Member employees hired before ~~June 30, 2012~~ ~~July 1, 2014~~ for all years of service as specified under California Government Code Section 31664.1.
- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. The employee deduction shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under Government Code Section 31664.1(c). At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions.

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Section 10. Retirement Formula – 3% at 55 (Safety Employees Hired ~~From On or After July 1, 2012~~ Through December 31, 2012 or Employees Hired On or After January 1, 2013 With Reciprocal Retirement Benefits)

- A. The Authority shall continue the 3% at 55 retirement formula for active safety employees who were hired ~~from on or after~~ July 1, 201~~2~~⁴ through December 31, 2012 or hired on or after January 1, 2013 and establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 31664.2.
- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount, or until such time that the employee qualifies under GC 31664.1(c).

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Section 11. Retirement Formula – 2.7% at 57 (Safety Employees Hired On or After January 1, 2013 With No Reciprocal Retirement Benefits)

- A. The Authority shall continue the 2.7% at 57 retirement formula for active safety employees who were hired on or after January 1, 2013 who do not establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 7522.25(d). Effective upon employment by the Authority, the Authority shall make a deduction

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from the employee's Compensation Earnable in the amount equal to 50% of the normal retirement cost toward the employee's retirement contribution. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

Section 12. Retirement Formula – 2.7% at 55 (Non-Safety Employees Hired Prior to December 1, 2012)

- A. The Authority shall continue the 2.7% at 55 retirement formula for active non-safety employees who were hired prior to December 1, 2012.
- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. The deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

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Section 13. Retirement Formula – 2% at 55 (Non-Safety Employees Hired From December 1, 2012 Through December 31, 2012 or Employees Hired On or After January 1, 2013 With Reciprocal Retirement Benefits)

- A. The Authority shall continue the 2% at 55 retirement formula for active non-safety employees who were hired from December 1, 2012 through December 31, 2012 or hired on or after January 1, 2013 and have established reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 31676.12.
- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

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Section 14. Retirement Formula – 2.5% at 67 (Non-Safety Employees Hired On or After January 1, 2013 With No Reciprocal Retirement Benefits)

- A. The Authority shall continue the 2.5% at 67 retirement formula for active non-safety employees who were hired on or after January 1, 2013 and do not establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 7522.20. Effective upon employment by the Authority, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to 50% of the normal retirement cost toward the employee's retirement contribution. This deduction shall continue during the employee's employment period and may increase at such time that the Government Code requires the employee to contribute a greater amount.

Section 15. Retiree Medical Insurance Grant

- A. The Authority will provide employees hired before January 1, 2007, a Retiree Medical Insurance Grant plan, which will also be referred to as a "defined benefit plan".
- B. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Plan) or in Medicare as stated in the Plan and required by the "qualified health plan," shall receive a Retiree Medical Insurance Grant.
- C. An eligible former employee who terminated from Authority service prior to retirement, who is fifty-five (55) years of age or older and who is enrolled in a recognized health plan or Medicare as stated in the Plan and required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
- D. The Retiree Medical Insurance Grant may be applied only towards the cost of retiree and dependent coverage in a "qualified health plan", as reimbursement for a portion of the cost of eligible former employee and dependent coverage in a recognized health plan and/or Medicare premiums as provided in this Section.
 - 1. Effective January 1, 2023, the Retiree Medical Insurance Grant shall be an amount based on thirty-one dollars and seventy-seven cents (\$31.77) per month for each full year of service to a maximum of seven hundred ninety four dollars and twenty-five cents (\$794.25) per month. On January 1 of each calendar year the amount of such Retiree Medical Insurance Grant shall be adjusted by the average percentage increase in Authority health plan premiums no later than the effective dates of such increase, not to exceed five percent (5%) per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 - 2. All employees who retire from the Authority and become eligible for a Retiree Medical Insurance Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an Authority "qualified health plan," and shall have ninety (90) days after attaining age sixty-five (65) to enroll in Medicare. Should a retiree fail to enroll in either a "qualified health plan" or Medicare during the aforementioned periods or should they terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant.
 - 3. All former employees who did not retire from the Authority and who are eligible for a Retiree Medical Insurance Grant shall not receive the Grant until such employees reach age fifty-five (55) and request the Authority to commence distribution of the Grant no later than ninety (90) days from the former employee's fifty-fifth (55th) birthday. Upon such request, the eligible former employees must show proof of enrollment in a recognized health plan. A reimbursement for a portion of the cost of premiums will be provided to the eligible former employees in accordance with the Retiree Medical Plan provisions. The eligible former employees will be required to provide the Authority with a copy of the premium bill and cancelled check or other recognized proof of payment for reimbursement.
- E. Eligibility Requirements for Retiree Medical Insurance Grant

1. Retirees must be actively retired from the Authority and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). An eligible former employee must be at least age fifty-five (55) and enrolled in a recognized health plan.
2. A retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2,080 hours), except as provided in Sections E.2 of this Section.
 - i. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
 - ii. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of service.
 - iii. A separated employee who is less than fifty-five (55) years of age or is under normal retirement age who has requested a service or non-service connected disability retirement shall not be eligible to receive the Retiree Medical Insurance Grant until a determination of disability status is made by the Board of Retirement.
3. All eligible retirees, eligible former employees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Insurance Grant. All eligible retirees, eligible former employees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Retiree Medical Insurance Grant.
4. Deferred Retirement
 - i. An employee who, upon separation from the Authority, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as they become an active retiree. However, in order to be eligible for health care coverage provided by CalPERS, retirement must not be deferred for more than one hundred twenty (120) days after the employee separates from Authority Service.
 - ii. An employee with at least one (1) year of service (2,080 hours), who is not eligible for paid retirement at the time they separate from Authority service and elects deferred retirement status shall not become eligible for participation in the Retiree Medical Insurance Grant until they become fifty-five (55) years of age.
5. For purposes of this Section, a full year of service shall mean those regular hours of service the employee worked as a regular, limited-term and/or probationary employee. Two thousand eighty (2,080) regular hours, shall equal one (1) full year of service.

F. Employee Contribution

All employees hired before January 1, 2007, shall contribute four percent (4%)

of their base salary, through payroll deduction to the Authority, to be applied to the Plan.

G. Survivor Benefits

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) of the Retiree Medical Insurance Grant authorized for the retiree.
2. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section G.1 of this Section, or their own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

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Section 16. Defined Contribution Retiree Medical Plan

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- A. The Authority will provide employees hired on or after January 1, 2007, a "defined contribution" plan.
- B. These employees are required to contribute four percent (4%) of base salary to this plan.
- C. Employees hired before January 1, 2007, shall not be eligible to participate in this plan. Eligibility for plan participation is based on the employee's most recent date of hire with the Authority.

Section 17. Leave Cash Out at Retirement, Voluntary Separation or Death During Employment

- A. Upon retirement, voluntary separation, or death during employment, an employee or the employee's estate shall be paid for any unused accumulated leave (including Flex Time, PAL, and MAL) at the employee's base rate of pay.
- B. An employee shall not be eligible for leave cash out (except Vacation) if the employee is the subject of an investigation, has been subject to discipline within the previous twelve (12) months, is subject of pending discipline, or is separated for reasonable cause.

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PART 4
IMPLEMENTATION

~~Unless otherwise indicated, all provisions of this Personnel and Salary Resolution shall be effective June 27, 2002.~~

The Personnel and Salary Resolution is effective June 27, 2002. Unless otherwise indicated, all amendments shall be effective upon board adoption.

APPENDIX A

EXECUTIVE MANAGEMENT CLASSIFICATIONS

Fire Chief
Deputy Fire Chief
Assistant Chief

~~Director of Communications~~
~~Human Resources Director~~

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April 2025

FLSA: Exempt

Class Code: 5849

**Department: Executive
ME**

ASSISTANT CHIEF

DEFINITION

Incumbents are responsible for performing executive level activities to include planning, organizing, and directing the functions of an assigned Department. Departments assigned to an Assistant Chief may include Business Services, Community Risk Reduction, Corporate Communications, EMS and Training, Field Operations, Human Resources, Information Technology, or Logistics. The reorganization of the Departments may be amended when deemed necessary to meet the evolving needs of the Authority, as determined by the Fire Chief.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Fire Chief. Exercise direct and general supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

The Assistant Chief is the first level in a three-level executive management series. The Assistant Chief is distinguished from the Deputy Fire Chief, which has responsibility for assisting the Fire Chief in organizing and directing Bureau-level operations of the Orange County Fire Authority (OCFA).

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

Assistant Chief of Business Services

Incumbent is responsible for functioning as the OCFA's Chief Financial Officer.

Assistant Chief of Community Risk Reduction

Incumbent is responsible for functioning as the OCFA's Fire Marshall.

Assistant Chief of Corporate Communications

Incumbent is responsible for functioning as the OCFA's Chief of Staff.

Assistant Chief of EMS and Training

Incumbent is responsible for functioning as the OCFA's Chief Operations Training Officer and for all aspects of Emergency Medical Services (EMS) delivery.

Assistant Chief of Field Operations

Incumbent is responsible for performing executive level command and control direction regarding resource utilization, deployment, and staffing during major emergencies, disasters or extreme weather staffing conditions.

Assistant Chief of Human Resources

Incumbent is responsible for functioning as the OCFA's Human Resources Director.

Assistant Chief of Information Technology

Incumbent is responsible for functioning as the OCFA's Chief Technology Officer

Assistant Chief of Logistics

Incumbent is responsible for functioning as the OCFA's Chief Logistics Officer.

- Participates as a member of the Executive Management Team in establishing strategic goals, service level priorities, department policies and procedures, and organization development plans.
- Formulates, interprets and approves department policies and practices and related regulations, standards and codes.
- Develops, reviews, and administers department budget and approves major operating expenditures within the department's budget
- Reviews, proposes, and approves specifications associated with Requests for Proposals (RFP's) for major capital improvements projects.
- Oversee the negotiations and administration of contracts involving vendors and contractors, agreements with mutual aid groups; oversee the development of cooperative agreements and contracts with the city, county, and state agencies; resolves performance issues.
- Develops and interprets personnel rules, policies, and procedures; investigates and resolves employment and employee relations issues.
- Analyzes contracts, statutes, and legislation related to human resources and advises the Executive Management Team regarding significant trends, developments, and corrective actions.
- Coordinates all activities associated with employee association contract negotiations; develops and implements effective labor relations processes.
- Direct and oversees recruitment, classification, compensation, employee performance evaluation programs, employee health and welfare insurance programs, and benefits programs.
- Selects departmental management personnel, plans and assigns departmental projects and assignments and approves appropriate staffing and resource levels for each section within department.
- Analyzes department staffing, selection, selection, and training practices; work methods; technology use, and resource allocations in order to continually identify process changes to improve the delivery of department programs and services.
- Coordinates special projects, programs and services with the Executive Management Team and other agencies, internal departments, committees and employee representatives; and coordinates, prepares and oversees the development and issuance of special reports, plans and studies.
- Attend and make presentations at Board of Directors meetings, City Council, County Board of Supervisors, committee and staff meetings, interfaces with elected and appointed officials, civic groups, city and county professionals. Associations and other parties on behalf of the Authority.
- Serves as a liaison between the Fire Chief and the OCFA Board of Directors, employees, and external stakeholders.
- Develops speeches, talking points, and presentations for the Fire Chief and, when requested, the Board of Directors, and other key leaders.
- Acts as a spokesperson for the Fire Chief and leads a team of communications professionals to coordinate the flow of information, including internal leadership, all personnel, external communities, and the Board of Directors, advises and guides the Fire Chief on public relations, proactively identifying opportunities to communicate with internal/external stakeholders.

- Handles communications including routine, crisis or unforeseen circumstances requiring research, writing, editing, and speaking; organizes and coordinates public meetings involving special issues, elected officials, and community groups; develops materials to be presented in media.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, methods and practices of management, leadership, and legislative process
- Principles of budgeting and contract administration
- Labor relations and personnel management policies and procedures
- Information technology

Ability to:

- Planning, managing, organizing, coordinating, and directing department programs and services.
- Establishing and meeting department goals and objectives.
- Analyzing, interpreting, and implementing solutions to technical and administrative problems.
- Selecting, training, coaching, supervising, evaluating, and disciplining employees to achieve department goals.
- Negotiating, administering, and interpreting contracts.
- Writing and presenting clear, logical, and concise reports and recommendations.
- Operating personal computer and word processing and spreadsheet applications software.
- Demonstrating effective leadership and teamwork skills.
- Establishing and maintaining effective relationships with subordinate managers and supervisors, fire personnel, civic groups, elected and appointed officials, city staff representatives, and OCFA Board members.

Education and Experience:

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

Bachelor's Degree in Public Administration, Business Administration, or a related field. Eight (8) or more years of progressively responsible divisional or departmental management experience, including education and experience relevant to the unique Assistant Chief position being filled, as detailed below. Up to four (4) years of job-related experience can be substituted for up to two (2) years of the education requirement for the position, or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Business Services and Logistics: Municipal finance, technology, and administration, labor relations, meet and confer with employee groups, and grievance resolution.

Community Risk Reduction: Fire prevention, fire investigation, fire code enforcement, hazardous material management, and fire education.

Corporate Communications: Corporate Communications and Media operations, story placement and public agency marketing strategies used in both print and electronic media, and public relations crisis management.

Field Operations and EMS/Training: Fire suppression, fire operations management, fire prevention, fire education, labor relations, meet and confer with employee groups, and grievance resolution. A minimum of five (5) years as a Battalion Chief and/or Division Chief with considerable experience managing operations resources and suppression personnel, preferably in a large metropolitan fire department environment. Extensive training in Incident Command System (ICS) and demonstrated experience at the ICS Section Chief level on major/complex emergency incidents. Must be qualified and capable of assuming Incident Command at large complex incidents and Duty Officer responsibilities. Qualified under the National Wildfire Coordinating Group guidelines, in one or more Incident Command System Section Chief positions.

Human Resources: Professional level human resources experience, labor relations, meet and confer with employee groups, grievance resolution, developing and interpreting personnel rules, policies, and procedures; investigating and resolving employment and employee relations issues.

Information Technology: Information Technology governance, system integration, infrastructure oversight, system maintenance, artificial intelligence, emerging technologies, risk assessment, cybersecurity and data privacy.

Desirable: Masters Degree in Public Administration, Business Administration, or a related field. In addition:

Community Risk Reduction: Additional college-level or coursework above the bachelor's degree level. Technical Certification or coursework in hazardous materials management, code enforcement, and fire investigation practices, or similar level of education, training, and certification. Qualified under the National Wildfire Coordinating Group guidelines, in one or more Incident Command System Section Chief positions.

Field Operations and EMS/Training: Additional college-level or coursework above the bachelor's degree level. Technical Certification leading to the designation of Executive Fire Officer (EFO) or similar level of education, training, and certification.

Licenses and Certifications:

- Possession of a valid Class C California Driver License, and an acceptable driving record.

PHYSICAL DEMANDS

Positions in this class typically require: grasping, talking, hearing, seeing, repetitive motions, and fine motor skills.

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 points of force frequently and/or negligible amount of force consistently to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for light work.

ENVIRONMENTAL CONDITIONS

Incumbent works in a standard office environment, may be subjected to travel.

**LETTER OF AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
LORI ZELLER AS DEPUTY CHIEF, ADMINISTRATION AND SUPPORT BUREAU**

This Letter of Agreement between the Orange County Fire Authority (“OCFA”) and Lori Zeller, (collectively, “Parties”), is entered into this 26th day of June 2025:

WHEREAS, the OCFA desires to consider amendments to the terms and conditions of employment for the Executive Management Unit set forth in the Personnel & Salary Resolution; and

WHEREAS, the Parties acknowledge their mutual obligation to consider amendments to the terms and conditions of employment for the Executive Management Unit, in good faith; and

WHEREAS, the Parties acknowledge that Lori Zeller is, by virtue of her position within OCFA, a member of the Executive Management Unit;

THEREFORE, the Parties agree that the amended terms and conditions outlined in the Personnel & Salary Resolution, effective June 26, 2025 shall not apply to Lori Zeller. Lori Zeller's employment shall be governed by the terms and conditions outlined in the Personnel & Salary Resolution that were in effect prior to the amendments. This agreement is effective as of June 26, 2025 and shall remain in effect for the duration of her employment but shall not bind the successors in her position.

Dated this ____ day of June, 2025.

Lori Zeller
Deputy Chief, Administration & Support Bureau

APPROVED AS TO FORM

ORANGE COUNTY FIRE AUTHORITY

David E. Kendig
General Counsel

Phil Bacerra
Chairman, Board of Directors



Revised

Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 26, 2025

Agenda Item No. 4A
Public Hearing

Updated Community Risk Reduction and Miscellaneous Fee Schedules

Contact(s) for Further Information

Lori Zeller, Deputy Chief lorizeller@ocfa.org 714.573.6020
Administration and Support Bureau

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

Alicea Caccavo, Finance Division aliceacaccavo@ocfa.org 714.573.6304
Manager/Business Services Department

Summary

This agenda item is submitted for approval of the updated Community Risk Reduction and Miscellaneous Fee Schedules.

Prior Board/Committee Action

On June 27 2024, the Board of Directors reviewed and approved Resolution No. 2024-04 approving changes in Community Risk Reduction and Miscellaneous Fees by a 21-0 vote (Directors Nguyen, Lombard, Mallari, and Shawver absent).

On June 11, 2025, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 9-0.

RECOMMENDED ACTION(S)

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING RESOLUTION 2024-04 REGARDING COMMUNITY RISK REDUCTION AND MISCELLANEOUS FEE SCHEDULES.

Impact to Cities/County

Not applicable.

Fiscal Impact

The proposed fee schedule (including the exemptions policy) is estimated to result in an approximate \$376,452 increase in cost recovery from the FY 2025/26 adopted fees, depending upon volume of activity.

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

Background

The OCFA's Community Risk Reduction fees were first adopted by the County effective July 1, 1991, and were subsequently updated in 1997, 2002, 2007, 2012, 2014, 2015, 2017, and 2022. Per the Board fee resolution adopted on April 28, 2022, the Community Risk Reduction Fees and Charges Schedules shall be adjusted each succeeding year commencing in 2023, unless a comprehensive fee study is conducted prior to implementation of such an adjustment. The fee adjustments will be the same as the percentage adjustments in the Authority salary and employee benefits provided for in the Memoranda of Understanding for the General and Supervisory Units until such time as a new comprehensive fee study is conducted. The adjustments will not exceed the cost of providing these services. The proposed fee adjustment, based on the salary and employee benefit changes, is 4.12% (Attachment 4), and the updated Community Risk Reduction Fee schedule is provided as Attachment 2. Staff has updated the Community Risk Reduction Fees Resolution for the Exemptions and Exceptions Policy as Attachment 1.

Miscellaneous Fees

The proposed changes to the Miscellaneous Fees Schedule (Attachment 3) will bring the fees into compliance with the Public Records Act and consistent with the Government Code. These fees are charged when staff responds to a Public Records Request that require specialized information or reports and/or copies of existing documents.

Attachment(s)

1. Proposed Resolution
 - a. Proposed Exemptions and Exceptions Policy
2. Proposed Fee Schedule (**Revised**)
3. Proposed Miscellaneous Fee Schedule
4. S&EB Adjustment Calculation

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ORANGE COUNTY FIRE AUTHORITY AMENDING
RESOLUTUION 2024-04**

WHEREAS, the Joint Powers Agreement establishing the Orange County Fire Authority authorizes the Authority to levy and collect fees for services; and

WHEREAS, the Orange County Fire Authority adopted Resolution 2024-04 on June 27, 2024, setting forth fees for Community Risk Reduction; and

WHEREAS, the Schedule of Fees is now being recommended for additional update, effective September 1, 2025, to reflect the 4.12% increase in salary and employee benefits that are required during FY 2025/26 per existing Memorandum of Understanding; and

WHEREAS, the Board of Directors finds that in accordance with California Government Code Section 66014, the proposed Community Risk Reduction fees set forth in Attachment 2 do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Orange County Fire Authority does hereby adopt the Exemption Policy and approve the fees set forth in Attachment 1A and 2 attached hereto, effective on September 1, 2025 (pursuant to Government Code Section 66017(a)).

SECTION 1. That this Resolution amends Resolutions 2024-04 to the extent that such prior Resolution established or approved changes in the fees specifically addressed in this Resolution and the attachments hereto.

SECTION 2. That the Board of Directors hereby authorizes and directs the Authority's Finance Division Manager to annually review and, as appropriate, recommend to the Board of Directors adjustments to the Community Risk Reduction Fees and Charges Schedules of each succeeding year, unless a comprehensive fee study is conducted prior to implementation of such adjustments. The fee adjustments will be the same as the percentage adjustments in the Authority salary and employee benefits provided for in the Memoranda of Understanding for the General and Supervisory Unit until such time as a new comprehensive fee study is conducted. The adjustments will not exceed the cost of providing these services.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2025.

Phil Bacerra, Chair
Board of Directors

ATTEST:

Maria D. Huizar
Clerk of the Authority

APPROVED AS TO FORM:

David E. Kendig
General Counsel

Orange County Fire Authority
ORANGE COUNTY FIRE AUTHORITY
EXEMPTIONS AND EXCEPTIONS POLICY
COMMUNITY RISK REDUCTION
Effective September 1, 2025

The following activities and/or entities shall be exempt from fees charged for Community Risk Reduction services on the attached fee schedules:

1. Facilities owned and operated by OCFA Partner Agencies (including the County of Orange) and funded from the Partner Authority's general fund. Enterprise funded departments of Partner Agencies (such as Orange County Integrated Waste Management) are not exempt.
2. Day-care facilities owned and operated by public schools and unified school districts.
3. Official Services to include all plan checking, fire permits and inspection activities at public schools, unified school districts, community colleges and universities whose policy-making body is subject to the Brown Act. Special events funded by an entity other than the policy-making body, false alarms, and additional services not described herein are subject to fees.
4. Fire false alarm response at single-family homes.
5. Projects and activities related to the Orange County Fire Authority Foundation, a 501(c)(3) organization.
6. Businesses storing propane in quantities less than or equal to 125 gallons.

The Fire Marshal, or designee, may exempt any Community Risk Reduction fee when, in the opinion of the Fire Marshal (or designee), the fee is determined to be a minimal risk to the community or environment and a single issuance permit or penalty. The request must be submitted and approved in writing.

ORANGE COUNTY FIRE AUTHORITY

Revised Attachment 2

PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES Effective Date September 1, 2025

Fee Code	Service Name	2024-25 Adopted Fee	2025-26 Proposed Fee (a) (b)
PR100	California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), Notice of Preparation (NOP), and Advance Planning	\$453	\$472
PR104	Small Project CUP - Single Family Residence, Commercial Remodel, New Commercial Building without on-site access	\$429	\$447
PR105	Development Plan/Site Review	\$572	\$596
PR110	Map review (A map) -- tentative tract map/screen check	\$572	\$596
PR115	Final map review (B Map)	\$286	\$298
PR120	Conceptual fuel modification - Multi-Dwelling or Commercial Area (Plan Review ONLY)	\$1,150	\$1,197
PR121	Conceptual fuel modification - Single Family Dwelling (Plan Review ONLY)	\$747	\$778
PR124	Precise fuel modification (includes vegetation clearance inspection for lumber drop, final, and HOA turnover inspections)	\$1,371	\$1,427
PR124i	Precise fuel modification – INSP ONLY	\$392	\$408
PR125	Precise fuel modification – Single Family Dwelling	\$802	\$835
PR125i	Precise fuel modification – Single Family Dwelling INSP ONLY	\$355	\$370
PR127i	Fuel Modification Maintenance Inspection -Customer requested or complaint initiated for Tract Development	\$783	\$815
PR145	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	\$796	\$829
PR145i	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates - INSP ONLY	\$280	\$292
PR146	Fire protection plan – an alternative to CBC Chapter 7A construction requirements for development in a fire hazard severity zone (Plan Review ONLY)	\$539	\$561
PR147	Fire protection plan – "Add-on" 7A to large "Parent" Fire Protection Plan (Plan Review ONLY)	\$224	\$233
PR150	Fire master plan – public school	Exempt	Exempt
PR155	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete.	\$653	\$680
PR155i	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	\$205	\$213
PR160	Residential site review for single family dwelling consisting of one or two units (Plan Review ONLY)	\$381	\$397
PR160i	Residential site review for single family dwelling – INSP ONLY	\$168	\$175
PR172	Methane testing, findings, & recommendations (Currently included with the Methane work plan)	\$665	\$692
PR174	Methane mitigation plan	\$572	\$596
PR180	Vehicle or pedestrian gates across emergency access roads	\$581	\$605
PR180i	Vehicle or pedestrian gates across emergency access roads- INSP ONLY	\$130	\$135
PR182	Unenclosed accessory structure/outdoor fire place/fire pit in special fire areas. Inspection not required	\$97	\$101
PR184	Speed hump review and drive test	\$1,058	\$1,102
PR186	Operations pre-planning automation. Fee waived if criteria on handout are satisfied	\$672	\$700
PR192	Addressing Layout Developments - Commercial/Residential	Hourly Rate	Hourly Rate
PR200	All A Occupancy > 10,000 square feet aggregate	\$1,990	\$2,072
PR200i	All A Occupancy > 10,000 square feet aggregate INSP ONLY	\$392	\$408
PR204	All A Occupancy ≤ 10,000 square feet aggregate area)	\$1,442	\$1,501
PR204i	All A Occupancy ≤ 10,000 square feet aggregate area) INSP ONLY	\$392	\$408
PR208	All A ≤ 1500 square feet	\$1,020	\$1,062
PR208i	All A ≤ 1500 sq. ft. INSP ONLY	\$280	\$292
PR212	Educational other than day care (Plan Review ONLY)	\$858	\$893
PR212i	Educational other than day care - INSP ONLY	\$224	\$233
PR216	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) aggregate (Plan Review ONLY)	\$572	\$596
PR216i	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) INSP ONLY	\$280	\$292
PR220	E Day Care or I-4 (see PR212 for any combination of E occupancies sharing common egress) (Plan Review Only)	\$1,144	\$1,191
PR220i	E Day Care or I-4 - INSP ONLY	\$335	\$349
PR224	B,F,M,S occupancies when required by Building Official (Plan Review ONLY)	\$691	\$719

(a) Based on 4.12% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2025-26 Hourly Rate = \$254 per hour

ORANGE COUNTY FIRE AUTHORITY

Revised Attachment 2

PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES Effective Date September 1, 2025

Fee Code	Service Name	2024-25 Adopted Fee	2025-26 Proposed Fee (a) (b)
PR224i	B,F,M,S occupancies - INSP ONLY	\$335	\$349
PR232	H1, H2, H3, H4 or L Occupancy - Chemical classification fee (PR320-PR328) also required	\$1,592	\$1,658
PR232i	H1, H2, H3, H4, or L Occupancy Chemical classification fee (PR320-PR328) INSP ONLY	\$448	\$466
PR236	S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)	\$1,107	\$1,153
PR236i	S1 - Motor Vehicle Repair Garages INSP ONLY	\$392	\$408
PR240	S1 -Aircraft Repair Hanger (Chem class fee, (PR320-PR328) also required)	Hourly Rate	Hourly Rate
PR240i	S1 -Aircraft Repair Hanger INSP ONLY	Hourly Rate	Hourly Rate
PR244	H5 Occupancy (Chem class fee (PR320-PR328), also required) (Plan Review ONLY)	Hourly Rate	Hourly Rate
PR244i	H5 Occupancy INSP ONLY	Hourly Rate	Hourly Rate
PR248	Structures with non-ambulatory or incapacitated occupants (I-1, I-2, I-2.1, R-2.1 occupancies)	Hourly Rate	Hourly Rate
PR248i	Structures with non-ambulatory or incapacitated occupants. (I-1, I-2, I-2.1, R-2.1 occupancies) INSP ONLY	Hourly Rate	Hourly Rate
PR256	I3: Structures with restrained occupants, 3 cells or less	\$677	\$705
PR256i	I3: Structures with restrained occupants, 3 cells or less - INSP ONLY	\$224	\$233
PR260	I3: Structures with restrained occupants, more than 3 cells	\$1,132	\$1,179
PR260i	I3: Structures with restrained occupants, more than 3 cells INSP ONLY	\$560	\$583
PR264	R1 or R2 Hotels, motels, apartments, condominiums with ≤ 50 dwelling units per building	\$572	\$596
PR268	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building.	\$1,480	\$1,541
PR268i	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building INSP ONLY	\$335	\$349
PR272	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building.	Hourly Rate	Hourly Rate
PR272i	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building INSP ONLY	\$560	\$583
PR276	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. Facilities serving 6 or less clients, submit only to PFS.	Hourly Rate	Hourly Rate
PR276i	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. INSP ONLY	\$448	\$466
PR285	Hi-Rise: Structures that are 75' or higher measured from lowest point of fire department access	\$2,877	\$2,996
PR285i	High-rise: Structures that are 75' or higher in height - INSP ONLY	\$280	\$292
PR300	Above-ground storage tank, including equipment (see PR625 for temporary above-ground storage tanks)	\$877	\$913
PR300i	Above-ground storage tank, including equipment -INSP ONLY	\$224	\$233
PR305	Dispensing from underground storage tank: New installation (Single fee for all tanks at a single location) (Above-ground safety/components only)	\$908	\$945
PR305i	Dispensing from underground storage tank: New Installation, INSP ONLY (Above-ground safety/components only)	\$224	\$233
PR310	Dispensing from Underground storage tank: Repair, alteration, abandonment (Above-ground safety/components only)	\$558	\$581
PR315	Hazardous Material Process/Storage for Non - H Occupancies. Use with PR320-PR328. Also for outdoor LPG exchange stations; separate chemical classification review not required.	\$894	\$931
PR315i	Hazardous Material Process/Storage for Non - H Occupancies – INSP ONLY	\$224	\$233
PR318	Chemical Classification 1-5 Chemicals	\$518	\$539
PR320	Chemical Classification Review. 6-15 chemicals	\$860	\$895
PR322	Chemical Classification Review 16-50 chemicals	\$956	\$995
PR324	Chemical Classification Review. 51-100 chemicals	\$1,242	\$1,293
PR326	Chemical Classification Review. > 100 chemicals	\$1,801	\$1,875
PR328	Chemical Classification Review. Unusual chemicals/quantities	Hourly Rate	Hourly Rate
PR330	High-piled storage: code/commodity compliance	\$1,455	\$1,515
PR330i	High-piled storage - INSP ONLY	\$560	\$583
PR335	Commercial cooking hood and duct system (per system)	\$646	\$673
PR335i	Commercial cooking hood and duct system (per system) - INSP ONLY	\$224	\$233
PR340	Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 30 pounds of any other refrigerant	\$1,058	\$1,102
PR340i	Refrigeration unit and system – INSP ONLY	\$640	\$666

(a) Based on 4.12% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2025-26 Hourly Rate = \$254 per hour

ORANGE COUNTY FIRE AUTHORITY

Revised Attachment 2

PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES Effective Date September 1, 2025

Fee Code	Service Name	2024-25 Adopted Fee	2025-26 Proposed Fee (a) (b)
PR345	Spray booth, spraying area: mechanically ventilated appliance provided to enclose or accommodate a spraying operation (Spraying room see H2)	\$908	\$945
PR345i	Spray booth, spraying area - INSP ONLY	\$335	\$349
PR350	Gas systems: medical gas, industrial gas (including piping and manifolds)	\$1,020	\$1,062
PR350i	Gas systems: medical gas, industrial gas – INSP ONLY	\$335	\$349
PR355	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals)	Hourly Rate	Hourly Rate
PR355i	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals INSP ONLY	Hourly Rate	Hourly Rate
PR360	Special equipment: industrial ovens, vapor recovery, dust collection	\$1,098	\$1,143
PR360i	Special equipment: industrial ovens, vapor recovery, dust collection - INSP ONLY	\$224	\$233
PR362	Photovoltaic System - Residential Alternative Compliance (Plan Review ONLY)	\$214	\$223
PR362i	Photovoltaic System - Residential Alternative Compliance INSP ONLY	\$168	\$175
PR363	Photovoltaic System - Commercial (Requested by Building Official) (Plan Review ONLY)	\$286	\$298
PR363i	Photovoltaic System - Commercial (Requested by Building Official) - INSP ONLY	\$224	\$233
PR365	Special extinguishing system: dry chemical, CO2, FM 200, foam liquid systems, inert gas (Halon, Inergen, etc.)	\$908	\$945
PR365i	Special extinguishing system – INSP ONLY	\$224	\$233
PR375	Battery Systems, stationary storage and cell sites (chemical quantities require application of CFC Art 64 or 2007 IFC Section 608)	\$925	\$963
PR375i	Battery systems INSP ONLY	\$224	\$233
PR380	Smoke control systems; review of rational analysis	\$1,639	\$1,707
PR382	Smoke control systems: design/testing – inc. 1 submittal meeting w/customer	\$3,560	\$3,707
PR382i	Smoke control systems: design/testing INSP ONLY	\$335	\$349
PR390	Emergency Responder Radio System (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0
PR400	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot)	\$709	\$738
PR400i	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot) - INSP ONLY	\$280	\$292
PR401	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot)	\$670	\$698
PR401i	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot) - INSP ONLY	\$335	\$349
PR402	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations	\$502	\$523
PR402i	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$224	\$233
PR405	NFPA 13D fire sprinkler system: One or two family dwelling - within new tract developments	\$473	\$492
PR405i	NFPA 13D fire sprinkler system: One or two family dwelling - INSP ONLY	\$224	\$233
PR406	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0
PR406i	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) – INSP ONLY (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0
PR410	NFPA 13R fire sprinkler system: Multi-family dwellings 3 to 16 units per building	\$765	\$797
PR410i	NFPA 13R fire sprinkler system 3 to 16 units INSP ONLY	\$224	\$233
PR415	NFPA 13R fire sprinkler system >16 units	\$908	\$945
PR415i	NFPA 13R fire sprinkler system >16 units INSP ONLY	\$335	\$349
PR420	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser	\$925	\$963
PR420i	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser – INSP ONLY	\$335	\$349
PR425	New NFPA 13 fire sprinkler system:>100 fire sprinkler heads w/1 riser	\$1,020	\$1,062
PR425i	New NFPA 13 fire sprinkler system: each additional riser OR per floor in buildings >3 stories. - INSP ONLY	\$448	\$466
PR430	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations	\$471	\$490
PR430i	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$224	\$233
PR435	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations	\$665	\$692
PR435i	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations - INSP ONLY	\$224	\$233
PR440	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review	\$962	\$1,002
PR440i	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review - INSP ONLY	\$335	\$349
PR445	Pre-action fire sprinkler system: Includes the fire alarm system when submitted together	\$621	\$647
PR445i	Pre-action fire sprinkler system: INSP ONLY	\$335	\$349
PR450	New or TI to NFPA 13 in-rack fire sprinkler systems	\$1,194	\$1,243
PR450i	New or TI to NFPA 13 in-rack sprinkler fire sprinkler systems - INSP ONLY	\$335	\$349

(a) Based on 4.12% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2025-26 Hourly Rate = \$254 per hour

ORANGE COUNTY FIRE AUTHORITY

Revised Attachment 2

PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES Effective Date September 1, 2025

Fee Code	Service Name	2024-25 Adopted Fee	2025-26 Proposed Fee (a) (b)
PR460	NFPA 14 Class I, II or III standpipes	\$925	\$963
PR460i	NFPA 14 standpipes INSP ONLY	\$224	\$233
PR465	Fire pump installation	\$1,300	\$1,354
PR465i	Fire pump installation - INSP ONLY	\$467	\$486
PR470	Underground fire protection system: single hydrant OR single riser connection	\$701	\$730
PR470i	Underground fire protection system: single hydrant or riser. INSP ONLY	\$224	\$233
PR475	Underground fire protection for each additional connection for hydrants or risers - use with PR470	\$202	\$210
PR475i	Underground fire protection system: use with PR475 - INSP ONLY	\$224	\$233
PR480	Underground repair	\$526	\$548
PR480i	Underground repair – INSP ONLY	\$168	\$175
PR500	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices	\$439	\$457
PR500i	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices – INSP ONLY	\$224	\$233
PR510	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices	\$672	\$700
PR510i	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices, INSP ONLY	\$242	\$252
PR520	Fire alarm system: 16-30 initiating and/or 41-80 notification devices	\$1,156	\$1,204
PR520i	Fire alarm system: 16-30 initiating and/or 41-80 notification devices, INSP ONLY	\$224	\$233
PR530	Fire alarm system. >30 initiating devices and/or >80 notification devices	\$1,584	\$1,649
PR530i	Fire alarm system. >30 initiating devices and/or >80 notification devices, INSP ONLY	\$280	\$292
PR610	Field review/inspection – Underground repair	\$440	\$458
PR615	Field Plan Review / Inspection Private CNG refueling appliance within a single family residence. (no permit required)	\$290	\$290
PR625	Field Review/ Inspection -Temporary above-ground storage tanks, including equipment	\$291	\$303
PR630	Field review/inspection TI to NFPA 13, 13R sprinkler systems: ≤ 25 heads without calculations	\$347	\$361
PR635	Field review/inspection TI to NFPA 13, 13R sprinkler systems: 26-99 heads without calculations	\$458	\$477
PR900	Coordination/Pre-submittal Meetings: (Initial 2 hours)	\$612	\$637
PR905	Written response to inquiry	\$491	\$511
PR910	Alternate Method and Material Request - 2 hrs minimum	Hourly Rate	Hourly Rate
PR920	Plan resubmittal: fee charged on 3rd and each subsequent submittal - 1 hr minimum	Hourly Rate	Hourly Rate
PR922	Plan revision	Hourly Rate	Hourly Rate
PR924	Re-stamp of plans with wet stamp when submitted with approved plans	Hourly Rate	Hourly Rate
PR926	Accelerated plan review (fee is in addition to base fee assessed for plan review) - 1 hr minimum	50% of Hourly Rate	50% of Hourly Rate
PR928	Plan Review time and materials fee: Charged for miscellaneous applications such as unusual time intensive projects, research, travel time, etc. - 1 hr minimum	Hourly Rate	Hourly Rate
PR938i	13D Reinspection 1-10	\$163	\$170
PR939i	13D Reinspection 11+	\$218	\$227
PR940i	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc. - 1 hr minimum	Hourly Rate	Hourly Rate
PR942i	Re-inspection fee: Charged when project is not completed or cannot be approved during regular inspection	Hourly Rate	Hourly Rate
PR943	Penalty for Failure to Cancel Scheduled Inspection	50% of inspection fee	50% of inspection fee
PR944i	Accelerated Inspection Request (fee is in addition to base fee assessed for inspection) - 1 hr minimum	50% of Hourly Rate	50% of Hourly Rate

(a) Based on 4.12% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2025-26 Hourly Rate = \$254 per hour

ORANGE COUNTY FIRE AUTHORITY

Revised Attachment 2

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - September 1, 2025

Fee Code	Service Name	2024-25 Adopted Fee	2025-26 Proposed Fee (a) (b)
AA1	Aerosol – Issuance	\$170	\$177
AA1R	Aerosol - Reissuance	\$82	\$85
AA2	Aircraft Refueling – Issuance	\$416	\$433
AA2R	Aircraft Refueling – Reissuance	\$269	\$280
AA3	Aviation Facility – Issuance	Hourly Rate	Hourly Rate
AA3R	Aviation Facility – Reissuance	Hourly Rate	Hourly Rate
AA5	Waste Handling – Issuance	Hourly Rate	Hourly Rate
AA5R	Waste Handling – Reissuance	Hourly Rate	Hourly Rate
AA6	Amusement Building – Issuance	Hourly Rate	Hourly Rate
AA6R	Amusement Building – Reissuance	Hourly Rate	Hourly Rate
AC1	Candles/Open flame – Issuance	\$125	\$130
AC1R	Candles/Open flame – Reissuance	\$82	\$85
AC2	Carnival or Fair – Issuance	Hourly Rate	Hourly Rate
AC6	Combustible Material Storage – Issuance	Hourly Rate	Hourly Rate
AC6R	Combustible Material Storage – Reissuance	Hourly Rate	Hourly Rate
AC71	Compressed Gas – Corrosive Issuance	\$190	\$198
AC71R	Compressed Gas – Corrosive Reissuance	\$103	\$107
AC710	Compressed Gas-Toxic - Issuance	\$190	\$198
AC710R	Compressed Gas-Toxic - Reissuance	\$103	\$107
AC72	Compressed Gas – Flammable Gas Issuance	\$190	\$198
AC72R	Compressed Gas – Flammable Gas Reissuance	\$103	\$107
AC73	Compressed Gas-Highly Toxic - Issuance	\$190	\$198
AC73R	Compressed Gas-Highly Toxic - Reissuance	\$103	\$107
AC74	Compressed Gas – Inert Gas Issuance	\$133	\$138
AC74R	Compressed Gas – Inert Gas Reissuance	\$82	\$85
AC76	Compressed Gas-Oxidizer - Issuance	\$190	\$198
AC76R	Compressed Gas-Oxidizer - Reissuance	\$103	\$107
AC77	Compressed Gas – Pyrophoric - Issuance	\$186	\$194
AC77R	Compressed Gas – Pyrophoric - Reissuance	\$103	\$107
AC91	Cryogenics – Physical or Health Hazard - Issuance	\$94	\$98
AC91R	Cryogenics – Physical or Health Hazard - Reissuance	\$82	\$85
AC92	Cryogen – Flammable Issuance	\$170	\$177
AC92R	Cryogen – Flammable Reissuance	\$103	\$107
AC94	Cryogen – Inert Issuance	\$94	\$98
AC94R	Cryogen – Inert Reissuance	\$82	\$85
AC95	Cryogen – Oxidizer Issuance	\$114	\$119
AC95R	Cryogen – Oxidizer Reissuance	\$82	\$85
AD11	Dry Cleaning Plants - Package Issuance	\$94	\$98
AD11R	Dry Cleaning Plants – Package Reissuance	\$82	\$85
AD2	Dust Producing Operations - Issuance	\$190	\$198
AD2R	Dust Producing Operations - Reissuance	\$123	\$128
AE1	Explosives/Blasting Condition with OCSD Approval – Issuance	Hourly Rate	Hourly Rate
AF1	Firework Stands	\$147	\$153
AF2	Outdoor Fireworks Display, such as July 4th displays	\$2,195	\$2,285
AF21	Outdoor Fireworks Display, such as home coming & barge display	\$564	\$587
AF22	Pyrotechnics/Special Effects Materials	\$928	\$966
AF31	Flammable Combustible Liquids – Issuance to use or operate a pipeline	Hourly Rate	Hourly Rate
AF31R	Flammable Combustible Liquids - Reissuance	Hourly Rate	Hourly Rate
AF32	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)	\$190	\$198

(a) Based on 4.12% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2025-26 Hourly Rate = \$254 per hour

ORANGE COUNTY FIRE AUTHORITY

Revised Attachment 2

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - September 1, 2025

Fee Code	Service Name	2024-25 Adopted Fee	2025-26 Proposed Fee (a) (b)
AF32R	Flammable Combustible Liquids – Reissuance	\$103	\$107
AF33	Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	\$190	\$198
AF33R	Combustible Liquids – Reissuance	\$103	\$107
AF35	Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.	\$190	\$198
AF35R	Flammable Combustible Liquids – Reissuance	\$103	\$107
AH11	Hazardous Materials – Oxidizing Issuance	\$190	\$198
AH110	Hazardous Materials – Water Reactive Issuance	\$94	\$98
AH110R	Hazardous Materials – Water Reactive Reissuance	\$103	\$107
AH11R	Hazardous Materials – Oxidizing Reissuance	\$103	\$107
AH12	Hazardous Materials – Corrosive Issuance	\$190	\$198
AH12R	Hazardous Materials – Corrosive Reissuance	\$103	\$107
AH13	Hazardous Materials – Flammable Solids Issuance	\$190	\$198
AH13R	Hazardous Materials – Flammable Solids Reissuance	\$103	\$107
AH14	Hazardous Materials – Highly Toxic Issuance	\$182	\$189
AH14R	Hazardous Materials – Highly Toxic Reissuance	\$94	\$98
AH15	Hazardous Materials – Organic Peroxide Issuance	\$182	\$189
AH15R	Hazardous Materials – Organic Peroxide Reissuance	\$94	\$98
AH16	Hazardous Materials – Pyrophoric Issuance	\$182	\$189
AH16R	Hazardous Materials – Pyrophoric Reissuance	\$94	\$98
AH18	Hazardous Materials – Toxic Issuance	\$190	\$198
AH18R	Hazardous Materials – Toxic Reissuance	\$87	\$91
AH19	Hazardous Materials – Unstable Reactive Issuance	\$190	\$198
AH19R	Hazardous Materials – Unstable Reactive Reissuance	\$103	\$107
AH3	High Piled Combustible - Issuance	\$378	\$394
AH3R	High Piled Combustible Reissuance	\$207	\$216
AL1	Liquefied Petroleum Gas – Issuance	\$94	\$98
AL1R	Liquefied Petroleum Gas - Reissuance	\$82	\$85
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	Hourly Rate	Hourly Rate
AL3	Lumber Yards and Woodworking Plants – Issuance	\$303	\$315
AL3R	Lumber Yards and Woodworking Plants - Reissuance	\$207	\$216
AM1	Magnesium Working – Issuance/Reissuance	Hourly Rate	Hourly Rate
AM2	Open and Covered Malls - Issuance/Reissuance	\$651	\$678
AM3	Motor Vehicle Fuel Dispensing – Issuance	\$133	\$138
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	\$76	\$79
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	\$82	\$85
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	\$82	\$85
AO1	Open Burning/Fire – Issuance	Hourly Rate	Hourly Rate
AO3	Industrial Ovens – Issuance	\$133	\$138
AO3R	Industrial Ovens - Reissuance	\$82	\$85
AP21 to AP22	Assembly, <300 occupants - Issuance	\$673	\$701
AP21R to AP22R	Assembly, <300 occupants - Reissuance	\$455	\$474
AP23 to AP25	Assembly, >300 occupants - Issuance	\$1,088	\$1,133
AP23R to AP25R	Assembly, >300 occupants - Reissuance	\$563	\$586

(a) Based on 4.12% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2025-26 Hourly Rate = \$254 per hour

ORANGE COUNTY FIRE AUTHORITY

Revised Attachment 2

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - September 1, 2025

Fee Code	Service Name	2024-25 Adopted Fee	2025-26 Proposed Fee (a) (b)
AR2	Refrigeration Equipment – Issuance	\$303	\$315
AR2R	Refrigeration Equipment – Reissuance	\$145	\$151
AR3	Repair and Service Garage – Issuance	\$247	\$257
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	\$228	\$237
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	\$186	\$194
AR3R	Repair and Service Garage – Reissuance	\$186	\$194
AS1	Spraying or Dipping Operation – Issuance	\$360	\$375
AS1R	Spraying or Dipping Operation - Reissuance	\$82	\$85
AT1	Tent/Membrane Structure – Issuance	Hourly Rate	Hourly Rate
AT1.1	Canopy Structure – Issuance	Hourly Rate	Hourly Rate
AT2	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance	Hourly Rate	Hourly Rate
AT2R	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Reissuance	Hourly Rate	Hourly Rate
AW1	Hot Work - Issuance.	\$133	\$138
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	\$145	\$151
AW11R	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance	\$82	\$85
AW1R	Hot Work - Reissuance.	\$82	\$85
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	Hourly Rate	Hourly Rate
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees) (Penalty fees are not included with the annual S&EB increase)	\$250	\$250
J202	Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees) (Penalty fees are not included with the annual S&EB increase)	\$500	\$500
J203	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees) (Penalty fees are not included with the annual S&EB increase)	\$1,000	\$1,000
M100	Correctional or Detentional Facility – Large (i.e. full scale jails, prisons, and places of detention)	\$569	\$592
M101	Correctional or Detentional Facility – Small (i.e. holding cells)	\$228	\$237
M102	High Rise Facility > 75 Feet	\$1,297	\$1,350
M103	Mid Rise Facility 55 - 74 Feet	\$683	\$711
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	\$341	\$355
M123	Hospitals, Nursing homes, Mental hospitals, and Surgery Centers	\$966	\$1,006
M124	Community Care Facility (i.e. clearance letter, large family day, etc.)	\$114	\$119
M125	Pre-Inspection Residential Care Facility (i.e. Single Family Residences)	\$455	\$474
M128	Permits Special Event - Applied to all Special Events that require operational permits	\$76	\$79
M129	Over the Counter Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$56	\$58
M130	Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$114	\$119
M131	Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 2,500 people.	\$170	\$177
M132	Major Special Events – Events that impact emergency operations equipment or access or have attendance, participation, or mass gathering of more than 2,500 people.	\$341	\$355

(a) Based on 4.12% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2025-26 Hourly Rate = \$254 per hour

ORANGE COUNTY FIRE AUTHORITY

Revised Attachment 2

PROPOSED FEE SCHEDULE**PREVENTION FIELD SERVICES**

Effective Date - September 1, 2025

Fee Code	Service Name	2024-25 Adopted Fee	2025-26 Proposed Fee (a) (b)
M133	Special Event Expedite Fee for <10 days submittal	50%	50%
M140	Fire Watch - Requested	Hourly Rate	Hourly Rate
M141	Standby – Engine Company – Board approved cost recovery rate	Hourly Rate	Hourly Rate
M150	Base Fee	\$83	\$86
M151	Alternate Means & Methods	Hourly Rate	Hourly Rate
M152	All other time to be charged as Time and Materials	Hourly Rate	Hourly Rate
False Alarm			
	False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)	\$100	\$100
	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$250	\$250
	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$500	\$500
	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$1,000	\$1,000
800 MHz Radio Loaner/Rental Program			
	Loaning of the preprogramed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation. (This program is not included with the annual S&EB increase)	\$75 per month	\$75 per month

(a) Based on 4.12% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2025-26 Hourly Rate = \$254 per hour

ORANGE COUNTY FIRE AUTHORITY
Schedule of Public Record Request Fees and Charges

SERVICES	AMOUNT
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DUPLICATION FEES

Duplication General:

Copy Rate..... \$0.10 per page
 CD/DVD Disks* **\$1.30 per CD/DVD, plus postage if mailed**
 Photographs..... actual cost

Fair Political Practices Commission (FPPC) Filings (Fees per California Government Code § 81008):

Filings/Statements \$ 0.10 per page or current FPPC rate
 Retrieval Fee Not to exceed \$5.00 for copies/reports 5+ years old or current FPPC rate

Reports/Maps:

After Action Reports..... actual cost/posted reports available on-line at no charge
 Annual Financial Report..... actual cost/current fiscal year available on-line at no charge
 Budget actual cost/current fiscal year available on-line at no charge
 Property Related Records (Community Right to Know Reports)..... \$2.50 per address
 Fire Incident/Fire Investigation/Paramedic Reports... **\$0.10 per page, plus postage if mailed or \$0 for electronic transmittal**
 Reports prepared by Consultants actual cost
 Geographic Information System (GIS)/Battalion/Division Maps..... actual cost

Specialized Reports/Maps:

Creation of special computer-generated reports/maps **Current Hourly Rate, in 15 minutes increment** plus \$0.10 per page, plus postage if mailed or \$0 for electronic transmittal**

Position Title	Current Hourly Rate (Fully Burdened) **
IT Analyst	\$112.00
IT Manager	\$168.89
Management Assistant	\$69.07
Senior Management Analyst	\$135.48

Requiring research of records, analysis, compilation Actual cost per hour for the first hour, thereafter billed in ¼ hour increments + \$0.10 per page

911 Audio Recording* **\$1.30 per CD/DVD, plus postage if mailed or \$0 for electronic transmittal**

Subscriptions (Via US Mail):

Minutes.....	\$35.00 per year/per body
Agendas.....	\$35.00 per year/per body
Agenda Packet.....	\$25.00 per packet plus postage, if applicable

Note: All agenda items are available on-line at no charge

MISCELLANEOUS SERVICES FEES

Certification.....	\$2.00 per document
Delivery Service.....	actual cost
Email Server Search* ...	\$0.10 per page, plus postage if mailed or \$0 for electronic transmittal
Fax Transmissions	\$0.10 per page/paid prior to transmission in-lieu of duplication fee
Notary Fees (per CA Government Code § 8211 and 8223)	\$10.00 per signature or current rate
Postage.....	current US Postage Rates
Record Retrieval – Offsite Storage	\$20 per box (actual cost)

SUBPOENA FEES (per California Government Code §68096.1 & 68097.2)

Subpoena for Records	\$15.00 deposit applied toward actual costs or current State rate
Subpoena for Witness ..	\$275.00 deposit applied toward actual witness expenses or current State rate

WAIVER OF FEES

The above fees may be waived at the discretion of the Section Manager concerned when it is clear that the general public and/or the OCFA will benefit by providing the service at no cost.

1. Fee waivers may apply in the following situations:
 - A. Requests made by City Officials, Board Members, or similar parties for official business purposes.
 - B. Requests from individuals or organizations directly involved in matters pending before the Board of Directors or Executive Committee, such as public hearings or legal notifications.
 - C. Requests from other public agencies, including law enforcement or the District Attorney, as part of a cooperative information exchange.
2. If a request does not clearly meet these criteria, the decision to waive the fee will be made by the Fire Chief or their designee.

LATE FEES

A 10% late fee may be assessed on past due accounts if payment is not received by the original due date. Late fee assessments applicable to this policy include, but are not limited to:

- Ambulance – Advanced Life Support (ALS)/Basic Life Support (BLS) supply reimbursements
- Fire Prevention Activities
- Special Activities requiring a permit
- Any other OCFA miscellaneous billings including but not limited to Fire Restitution

***The California Public Records Act provides that a fee may be charged to cover the *direct costs* incurred in duplicating records or information requested. In most scenarios, requesters are only responsible for the direct cost associated with producing duplicate copies of the records in physical or electronic form, not including the costs of staff time conducting searches. However, requests are subject to charge when the electronic records sought require data compilation, extraction, or programming to produce the record. A deposit in advance will be required prior to production.**