

#### **AGENDA**

Pursuant to the Brown Act, this meeting also constitutes a meeting of the Board of Directors.

# EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, September 17, 2015 6:00 P.M.

#### Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602

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 Executive Committee 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 Sherry A.F. Wentz, 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 <a href="http://www.ocfa.org">http://www.ocfa.org</a>

If you wish to speak before the Fire Authority Executive Committee, 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 being heard before the Committee. Speaker Forms are available at the counters of both entryways of the Board Room.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

#### **CALL TO ORDER**

**INVOCATION** by OCFA Chaplain Duncan McColl

**PLEDGE OF ALLEGIANCE** by Director Murray

**ROLL CALL** 

#### 1. PRESENTATIONS

No items.

#### REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

#### REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

#### **PUBLIC COMMENTS**

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

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

The Agenda and Minutes are now available through the Internet at www.ocfa.org. You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Executive Committee meeting.

#### 2. MINUTES

#### A. Minutes from the August 20, 2015, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

#### 3. CONSENT CALENDAR

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

#### **A.** Monthly Investment Reports

Submitted by: Patricia Jakubiak, Treasurer

Budget and Finance Committee's Recommendation: APPROVE

Recommended Action:

Receive and file the reports.

#### END OF CONSENT CALENDAR

#### 4. DISCUSSION CALENDAR

#### A. Award of RFP #DC2056 – Wildland Urban Interface Pre-Fire Plans

Submitted by: Brian Young, Assistant Chief/Organizational Planning Department

#### Recommended Actions:

- 1. Approve and authorize the Fire Chief, or his designee, to sign the Professional Services Agreement with Rohde & Associates for a three-year term in an initial amount of \$100,000 for preparation of 20 wildland urban interface pre-fire plans (WUIPP).
- 2. If additional grant funds are provided to OCFA for the WUIPP project during the three-year term of the contract with Rohde & Associates, authorize the Purchasing Manager to amend the Professional Services Agreement for preparation of additional plans at the same cost per plan for up to an additional \$144,000.

#### **COMMITTEE MEMBER COMMENTS**

#### **CLOSED SESSION**

No items.

**ADJOURNMENT** – The next regular meeting of the Executive Committee is scheduled for Thursday, October 15, 2015, at 6:00 p.m.

#### AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 10<sup>th</sup> day of September 2015.

Sherry A.F. Wentz, CMC Clerk of the Authority

#### **UPCOMING MEETINGS:**

Board of Directors Special Meeting

Thursday, September 24, 2015, 5:30 p.m.

Board of Directors Meeting

Thursday, September 24, 2015, 6:00 p.m.

Human Resources Committee Meeting

Tuesday, October 6, 2015, 12:00 noon

Budget and Finance Committee Meeting

Wednesday, October 14, 2015, 12:00 noon

Claims Settlement Committee Meeting

Thursday, October 15, 2015, 5:30 p.m.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

#### Executive Committee Regular Meeting Thursday, August 20, 2015 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 Executive Committee was called to order on August 20, 2015, at 6:00 p.m. by Chair Hernandez.

#### **INVOCATION**

Chaplain Bob George offered the invocation.

#### PLEDGE OF ALLEGIANCE

Director Lalloway led the assembly in the Pledge of Allegiance to our Flag.

#### **ROLL CALL**

Noel Hatch, Laguna Woods Gene Hernandez, Yorba Linda Jeffrey Lalloway, Irvine Jerry McCloskey, Laguna Niguel Al Murray, Tustin David Shawver, Stanton Todd Spitzer, County of Orange Beth Swift, Buena Park

**Absent:** None

#### Also present were:

Fire Chief Jeff Bowman

Assistant Chief Lori Zeller

Assistant Chief Dave Thomas

Assistant Chief Brian Young

Assistant Chief Brian Young

Human Resources Director Jeremy Hammond

Communications Director Sandy Cooney

Clerk of the Authority Sherry Wentz

General Counsel David Kendig

#### 1. PRESENTATIONS

No items.

#### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR** (F: 12.02A6)

Chair McCloskey reported at the August 12, 2015, meeting of the Budget and Finance Committee, the Committee voted unanimously to direct staff to place the Monthly Investment Reports and Annual Investment Report on the agenda for the Executive Committee meeting, with the Committee's recommendations that the Executive Committee receive and file the reports. The Committee also voted unanimously to direct staff to place the Response to Grand Jury Report: "Joint Powers Authorities: Issues of Viability, Control, Transparency, and Solvency" and the Acceptance of 2015 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Grant on the agenda for the Board of Directors meeting, with the Committee's recommendation that the Board approve the recommended actions. The Committee held its annual election of Chair and Vice Chair; the Committee approved the reappoint of Chair McCloskey and Vice Chair Swift for the ensuing term.

#### **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR** (F: 12.02A6)

Chair Shawver reported at the August 4, 2015, meeting of the Human Resources Committee, the Committee voted unanimously to receive and file the Workers' Compensation Program Update and directed staff to present this report in its entirety as a discussion item at the next Board of Directors meeting. The Committee received updates on Academy 41, the Firefighter Trainee recruitment process for Academy 42, and the recent Active Shooter Drill. The Committee held its annual election of Chair and Vice Chair; Director Hatch was elected as Vice Chair and that he had been re-elected as Chair for the ensuing term.

#### **PUBLIC COMMENTS** (F: 12.02A3)

Chair Hernandez opened the Public Comments portion of the meeting. Chair Hernandez closed the Public Comments portion of the meeting without any comments from the general public.

#### 2. MINUTES

#### A. Minutes from the July 16, 2015, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Murray and second by Director Shawver, the Executive Committee voted to approve the Minutes of the July 16, 2015, regular Executive Committee meeting as submitted. Director McCloskey was recorded as an abstention, due to his absence from the meeting; Director Spitzer was absent for the vote.

#### 3. CONSENT CALENDAR

#### **A. Monthly Investment Reports** (F: 11.10D2)

On motion of Director Shawver and second by Director McCloskey the Executive Committee voted to receive and file the reports. Director Spitzer was absent for the vote.

#### **B.** Annual Investment Report (F: 11.10D1)

On motion of Director Shawver and second by Director McCloskey, the Executive Committee to receive and file the report. Director Spitzer was absent for the vote.

#### C. Blanket Order Contract Extensions – Xerox Copiers (F: 19.08C) (X: 15.09)

On motion of Director Shawver and second by Director McCloskey, the Executive Committee voted to approve and authorize the Purchasing Manager to increase and extend two blanket orders with Xerox Corporation, including an increase of \$81,000 to B00694 for Regional Fire Operations and Training Center copiers and an increase of \$51,000 to B00729 for fire station copiers, to cover costs on a month-to-month basis through June 30, 2016. Director Spitzer was absent for the vote.

# **D. Sole Source Purchase Order Renewal and Extension – Information Technology** (F:18.04A1)

On motion of Director Shawver and second by Director McCloskey, the Executive Committee to approve and authorize the Purchasing Manager to issue a sole source purchase order with the Genesis Group for up to three years in an amount not to exceed \$9,000 annually for Genwatch software maintenance. Director Spitzer was absent for the vote.

#### END OF CONSENT CALENDAR

#### 4. DISCUSSION CALENDAR

# A. TriTech CAD System Annual Software Support and Maintenance – Information Technology (F: 19.08A3a)

Assistant Chief Mike Schroeder presented his report.

Director Spitzer arrived at this point (6:15 p.m.)

On motion of Director Murray and second by Director McCloskey, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a blanket order for TriTech CAD software annual support and maintenance for up to five years at the rates provided in the attached schedule.

## B. Westnet, Inc. Contract Amendment and Annual Software Support and Maintenance – Information Technology (F: 19.07C)

Assistant Chief Mike Schroeder presented his report.

On motion of Vice Chair Swift and second by Director Murray, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a blanket order for Westnet, Inc. for fire station alerting systems software annual support and maintenance for up to five years at the rates provided in the proposed schedule, which includes an amendment to increase the first year of maintenance in the blanket order by \$8,000 from \$43,677.75 to \$51,677.75.

## C. Contract Increase and Extension – Professional Labor Negotiation Services (F: 17.10J1)

Human Resources Director Jeremy Hammond presented his report.

Stephen Wontrobski, Mission Viejo resident, stated he was opposed to the extension of the contract.

A lengthy discussion ensued.

On motion of Director Shawver and second by Chair Hernandez, the Executive Committee voted unanimously by those present to defer this item to the Board of Directors meeting, and in the interim, staff will schedule a meeting with Chair Hernandez, Vice Chair Swift, Director Spitzer, OCFA staff, and labor negotiator Peter Brown to discuss alternatives to the travel fees currently provided within the Professional Services Agreement.

#### **D.** August Legislative Update (F: 11.10F1)

Communications and Public Affairs Director Sandy Cooney presented his report.

On motion of Director McCloskey and second by Director Shawver, the Executive Committee voted unanimously by those present to receive and file the report.

#### CLOSED SESSION (F: 12.02A5)

General Counsel David Kendig reported the Executive Committee would be convening to Closed Session to consider the matter on the Agenda identified as CS1, Public Employee Performance Evaluation.

Chair Hernandez recessed the meeting to Closed Session at 7:18 p.m.

#### CS1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position: Fire Chief

Authority: Government Code Section 54957

Chair Hernandez reconvened the meeting from Closed Session at 7:42 p.m.

#### **CLOSED SESSION REPORT** (F: 12.02A5)

General Counsel David Kendig indicated the Executive Committee had taken no reportable action.

#### **COMMITTEE MEMBER COMMENTS** (F: 12.02A4)

Director Shawver thanked Fire Station 46 for their participation in the City of Stanton's National Night Out event.

Director Spitzer commented on the inaugural Drowning Prevention Task Force meeting.

Vice Chair Swift reported attending the Australian Swim School event where the OCFA Foundation received a \$10,000 grant donation to fund swim lessons and education to prevent drownings.

Director Murray thanked Chief Bowman, Director Sandy Cooney, and those directors who were in attendance at the Drowning Prevention Task Force meeting for their participation.

Chair Hernandez noted attending the Australian Swim School event and praised the Fire Chief and the OCFA Foundation for their work to prevent drownings. He reported appointing Director Carol Gamble to fill a vacancy on the Executive Committee and Directors Gerard Goedhart and Joseph Muller as Alternates. He requested staff to agendize the discussion of potential membership expansion of the Executive Committee.

Director Shawver requested this evening's meeting be adjourned in memory of the City of Brea's former Mayor Roy Moore.

<b>ADJOURNMENT</b> – Cha	air Hernandez adjourned the meeting in memory of former Brea Mayor
Roy Moore at 7:50 p.m.	The next regular meeting of the Executive Committee is scheduled for
Thursday, September 17,	2015, at 6:00 p.m.

Sherry A.F. Wentz, CMC Clerk of the Authority



# Orange County Fire Authority AGENDA STAFF REPORT

# Executive Committee Meeting September 17, 2015

Agenda Item No. 3A Consent Calendar

#### **Monthly Investment Reports**

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

Tricia Jakubiak, Treasurer <u>triciajakubiak@ocfa.org</u> 714.573.6301

Treasury & Financial Planning

Jane Wong, Assistant Treasurer janewong@ocfa.org 714.573.6305

#### **Summary**

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

#### **Prior Board/Committee Action – Committee Recommendation:** APPROVE

At its regular September 9, 2015, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

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

Receive and file the reports.

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

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

Attached is the final monthly investment report for the month ended July 31, 2015. A preliminary investment report as of August 21, 2015, is also provided as the most complete report that was available at the time this agenda item was prepared.

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

Final Investment Report July 2015/Preliminary Report – August 2015

# Orange County Fire Authority Monthly Investment Report



Final Report - July 2015

Preliminary Report - August 2015



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# Orange County Fire Authority Final Investment Report July 31, 2015



#### **EXECUTIVE SUMMARY**

#### Portfolio Activity & Earnings

During the month of July 2015, the size of the portfolio increased by \$14.4 million to \$179.4 million. Significant receipts for the month included proceeds from the issuance of the Tax & Revenue Anticipation note in the amount of \$36.7 million and various receipts for property tax apportionments, charges for current services and intergovernmental payments totaling \$8.6 million. Significant disbursements for the month included three biweekly payrolls (instead of the typical two per month), which were approximately \$9.1 million each with related benefits. Total July cash outflows for operating expenditures amounted to approximately \$31.7 million. The portfolio's balance is expected to decrease in the following month as there are no major receipts scheduled for August.

In July, the portfolio's yield to maturity (365-day equivalent) edged down by 1 basis point to 0.33% from the prior month as the new fiscal year began. The effective rate of return, however, increased by 6 basis points to 0.32%, and the average maturity of the portfolio lengthened by 39 days to 165 days to maturity.

#### Economic News

U.S. economic activity continued to pick up modestly in July 2015, albeit economic indicators were mixed. Solid job growth continued in July. There were 215,000 new jobs created for the month and the unemployment rate stayed unchanged at 5.3%, remaining at the Fed's near full employment level. Non-manufacturing activity jumped in July while manufacturing activity pulled back slightly. Industrial production continued to increase in July. Both the CPI (Consumer Price Index) and the PPI (Producer Price Index) increased in July, although inflation remained low. Housing activity improved further in July. Retail sales increased in July while consumer confidence declined. The NFIB (National Federation of Independent Business) Small Business Optimism Index recovered slightly from the prior month. On July 29, 2015, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at a target range of 0-0.25%. The Committee also upgraded its outlook on the economy. However, due to fallout from China's economic crisis in recent days, it is uncertain whether the Fed is on track to raise rates in September as the markets have expected.



#### **BENCHMARK COMPARISON AS OF JULY 31, 2015**

3 Month T-Bill: 0.03%

1 Year T-Bill: 0.30%

6 Month T-Bill: 0.12%

LAIF:

0.32%

OCFA Portfolio: 0.32%

#### **PORTFOLIO SIZE, YIELD, & DURATION**

	Current Month	Prior Month	Prior Year
Book Value-	\$179,407,643	\$164,961,691	\$173,140,893
Yield to Maturity (365 day) Effective Rate of Return	0.33% 0.32%	0.34% 0.26%	0.25% 0.24%
Days to Maturity	165	126	185



# ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary July 31, 2015

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	9,103,346.21	9,103,346.21	9,103,346.21	5.07	1	1	0,001	0.001
Commercial Paper DiscAmortizing	9,585,000.00	9,575,559.75	9,578,740.18	5.33	198	113	0.212	0.215
Federal Agency Coupon Securities	42,000,000.00	41,979,540.00	42,012,095.37	23,38	1,307	565	0.834	0.846
Federal Agency DiscAmortizing	69,000,000.00	68,988,630.00	68,986,495.00	38.39	137	70	0.090	0.091
Local Agency Investment Funds	50,000,000.00	50,018,798.95	50,000,000.00	27.83	1	_4 1	0.316	0.320
Investments	179,688,346.21	179,665,874.91	179,680,676.76	100.00%	369	165	0.329	0.333
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	(See Note 4 on page 9) -253,872.76	-253,872.76	-253,872.76		G 0	0	0.000	0.000
Accrued Interest at Purchase		275.00	275.00					
Subtotal		-253,597.76	-253,597.76					
Total Cash and Investments	179,434,473.45	179,412,277.15	179,427,079.00		369	165	0.329	0.333
Total Earnings	July 31 Month Ending	Fiscal Year To D	ate					
Current Year	50,968.37	50,968	.37					
Average Daily Balance	189,845,478.37	189,845,478	.37					

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2015. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

0.32%

Patricia Jakubiak, Treasurer

**Effective Rate of Return** 

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above) GASB 31 Adjustment to Books (See Note 3 on page 9)

0.32%

Total

\$ 179,427,079.00 \$ (19,436.11) \$ 179,407,642.89

#### Portfolio Management

Portfolio Details - Investments

July 31, 2015

(See Note 1 on page 9) (See Note 2 on page 9)

CUSIP	Investment #	lssuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate		Days to	
Money Mkt Muti	ual Funds/Cash		^	See Note 4 on page 9)		market value	BOOK Value	Rate	365	Maturity	Date
SYS528	528	High Mark 100% US		sao nula 4 un paga a)	9,103,346,21	9,103,346,21	9.103.346.21	0.001	0.004		
	Subt	otal and Average	14,625,846,57	<del></del>	9,103,346.21	9,103,346.21		0.001	0.001		
Commercial Par	per DiscAmortiz						9,103,346.21		0.001	1	- 34 30 30
36959JYR8	860	GEN ELEC CAP CR	D	04/23/2015							
36595JYL1	862	GEN ELEC CAP CR			2,570,000.00	2,567,404.30	2,568,343.78	0.200	0.206	116	11/25/2015
36959JYR8	866	GEN ELEC CAP CR	•	05/06/2015	6,015,000.00	6,009,165.45	6,011.105.29	0.210	0.218	111	11/20/2015
			· · · · · · · · · · · · · · · · · · ·	07/01/2015	1,000,000.00	998,990.00	999,291.11	0.220	0.223	116	11/25/2015
	1 4 20	otal and Average	9,577,908.04		9,585,000.00	9,575,559.75	9,578,740.18		0.215	113	
Federal Agency	Coupon Securitie	8									_
3133ECM76	809	Federal Farm Credit	Bank (Callable anytime)	04/25/2013	9,000,000.00	9.000,090,00	8,998,473,26	0,400	0.424	205	
3133EEA75	861	Federal Farm Credit		04/23/2015	9,000,000.00	8,991,540.00	9.000.000.00	0.990	0.998		04/22/2016
3134G7FK2	863	Fed Home Loan Mtg	Corp (Callable 12-23-15)	06/30/2015	9,000,000.00	9,007,830,00	9,006,925,58	1.100	0.995		01/22/2018
3133804V6	787	Fed Home Loan Ban		08/09/2012	6,000,000.00	6,000,240.00	6.000.000.00	1.000	0.981		03/23/2018
3133813R4	800	Fed Home Loan Ban	k (Callable 8-9-15)	12/20/2012	9,000,000.00	8,979,840.00	9,006,696.53	1.000	0.966		08/09/2017 11/09/2017
H1 18		otal and Average	42,012,675.53	<del></del>	42,000,000.00	41,979,540.00	42,012,095.37		0.846	565	
Federal Agency	DiscAmortizing				75.8	******* **					****
313396MC4	859	Freddie Mac		04/23/2015	9,000,000,00	8,999,370,00	9 000 000 00				
313384KK4	856	Fed Home Loan Ban	k	04/23/2015	9,000,000.00	8.999.910.00	8,998,920.00 8,999,788,75	0.080 0.065	0.082		09/24/2015
313384KZ1	857	Fed Home Loan Ban	k	04/23/2015	9,000,000.00	8,999,910,00			0.067		08/14/2015
313588LP8	858	Fed Home Loan Ban	k	04/23/2015	9,000,000,00	8,999,550,00	8,999,527.50 8,999,282.50	0.070 0.070	0.072		08/28/2015
313384NG0	864	Fed Home Loan Ban	k	07/01/2015	9,000,000,00	8,998,830,00	8,997,950,00		0.072		09/11/2015
313384NX3	865	Fed Home Loan Ban	k	07/01/2015	9,000,000,00	8,997,660.00	8,997,696,25	0.100 0.095	0.103		10/22/2015
313384QB8	867	Fed Home Loan Ban	k	07/01/2015	6,000,000,00	5,997,540.00	5.997.500.00		0.098		11/06/2015
313384QR3	868	Fed Home Loan Ban	k	07/01/2015	9,000,000.00	8,995,860,00	8.995.830.00	0.120 0.120	0.123 0.123		12/04/2015 12/18/2015
	Subto	otal and Average	73,629,048.23	<del></del>	69,000,000.00	68,988,630.00	68,986,495.00	0.120	0.091	70	12/10/2015
Local Agency In	vestment Funds										
SY <b>S336</b>	336	Local Agency Invatm	Fund		50,000,000.00	50,018,798.95	50,000,000,00	0.320	0.320	1	
	Subto	otal and Average	50,000,000.00		50,000,000.00	50,018,798.95	50,000,000,00		0.320	<u>_</u>	

#### Portfolio Management Portfolio Details - Investments July 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Stated Book Value Rate	YTM/C Days to 365 Maturity
A	Tota	l and Average	189,845,478.37		179,688,346.21	179,665,874.91	179,680,676.76	0.333 165

#### Portfolio Management Portfolio Details - Cash July 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Stated Book Value Rate		Days to Maturity
Money Mkt Mu	tual Funds/Cash			- J - J					
SYS10033 SYS4	10033 4	Revolving Fund Union Bank		07/01/2015 07/01/2015	20,000.00 -273,872.76	20,000.00 -273,872.76	20,000.00 -273,872.76 (See Note 4 on page 9	0.000	1 1
		Average Balance	0.00	Accrued Interest Subtotal	at Purchase	275.00 -253.597.76	275.00 -253.597.76		0
	Total Cash	and Investments	189,845,478.37		179,434,473.45	179,412,277.15	179,427,079.00	0.333	165



# ORANGE COUNTY FIRE AUTHORITY Aging Report By Maturity Date As of August 1, 2015

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

				44		Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(08/01/2015 - 08/01/2015)		4 Maturities	0 Payments	58,849,473.45	32.80%	58,849,473.45	58,868,272.40
Aging Interval:	1 - 30 days	(08/02/2015 - 08/31/2015)		2 Maturities	0 Payments	18,000,000.00	10.03%	17,999,316.25	17,999,820.00
Aging Interval:	31 - 60 days	(09/01/2015 - 09/30/2015)		2 Maturities	0 Payments	18,000,000.00	10.03%	17,998,202.50	17,998,920.00
Aging Interval:	61 - 91 days	(10/01/2015 - 10/31/2015)		1 Maturities	0 Payments	9,000,000.00	5.01%	8,997,950.00	8,998,830.00
Aging Interval:	92 - 121 days	(11/01/2015 - 11/30/2015)		4 Maturities	0 Payments	18,585,000.00	10.35%	18,576,436.43	18,573,219.75
Aging Interval:	122 - 152 days	(12/01/2015 - 12/31/2015)		2 Maturities	0 Payments	15,000,000.00	8.36%	14,993,330.00	14,993,400.00
Aging Interval:	153 - 183 days	(01/01/2016 - 01/31/2016)	1877.75	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(02/01/2016 - 05/01/2016 )		1 Maturities	0 Payments	9,000,000.00	5.02%	8,998,473.26	9,000,090.00
Aging Interval:	275 - 365 days	(05/02/2016 - 07/31/2016 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(08/01/2016 - 07/31/2018)		4 Maturities	0 Payments	33,000,000.00	18.40%	33,013,622.11	32,979,450.00
Aging Interval:	1096 days and after	(08/01/2018 - )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
			Total for	20 Investments	0 Payments		100.00	179,426,804.00	179,412,002.15



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2015 includes an increase of \$18,799 to the LAIF investment and a decrease of (\$38,235) to the remaining investments.
- Note 4: The Highmark money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



#### Local Agency Investment Fund (LAIF)

As of July 31, 2015, OCFA has \$50,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of June 30, 2015 is 1.000375979. When applied to OCFA's LAIF investment, the fair value is \$50,018,799 or \$18,799 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at July 31, 2015 is included on the following page.



# State of California Pooled Money Investment Account Market Valuation 7/31/2015

Description		arrying Cost Plus rued Interest Purch.		Fair Value	Accrued Interes		
United States Treasury:			L				
Bills	\$	11,877,592,901.31		11,887,885,000.00		NA	
Notes	\$	20,658,739,431.28	\$	20,678,071,000.00	\$	26,659,108.00	
Federal Agency:					<del> </del>		
SBA	\$	579,880,082.33	\$	575,674,634.83	\$	510,208.77	
MBS-REMICs	\$	84,776,108.32	\$	90,723,947.02	\$	403,079.32	
Debentures	\$	1,266,981,998.23	\$	1,266,820,700.00	\$	4,750,751.50	
Debentures FR	\$	-	\$	-	\$	-	
Discount Notes	\$	6,537,400,680.53	\$	6,541,058,500.00		NA	
GNMA	\$		\$	_	\$		
Supranational Debentures	\$	450,178,265.15	\$	450,697,000.00	\$	1,003,908.00	
CDs and YCDs FR	\$		\$	_	\$	<u> </u>	
Bank Notes	\$	700,000,000.00	\$	699,930,205.91	\$	383,000.00	
CDs and YCDs	\$	12,800,014,748.62	\$	12,794,149,792.94	\$	5,507,208.32	
Commercial Paper	\$	4,421,683,583.43	\$	4,423,289,694.42		NA	
Corporate:	<del>                                     </del>		$\vdash$				
Bonds FR	\$	-	\$	-	\$	-	
Bonds	\$	-	\$	_	\$	-	
Repurchase Agreements	\$	-	\$	_	\$	-	
Reverse Repurchase	\$	-	\$	-	\$	-	
Time Deposits	\$	5,485,540,000.00	\$	5,485,540,000.00		NA	
AB 55 & GF Loans	\$	441,963,027.07	\$	441,963,027.07		NA	
TOTAL	\$	65,304,750,826.27	\$	65,335,803,502.19	\$	39,217,263.91	

Fair Value Including Accrued Interest

\$ 65,375,020,766.10

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).



# Orange County Fire Authority Preliminary Investment Report August 21, 2015



# ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary August 21, 2015

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

(See Note 1 on page 18)

(See Note 2 on page 18)

		(	(coo note 2 on page	,				
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	7,140,429.32	7,140,429.32	7,140,429.32	4.23	1	5 1	0,001	0.001
Commercial Paper DiscAmortizing	9,585,000.00	9,577,516.35	9,579,905.19	5.68	198	92	0.212	0.215
Federal Agency Coupon Securities	42,000,000.00	42,023,340.00	42,011,022.09	24.90	1,307	544	0.834	0.846
Federal Agency DiscAmortizing	60,000,000.00	59,986,050.00	59,989,935.00	35.56	141	57	0.094	0.095
Local Agency Investment Funds	50,000,000.00	50,018,798.95	50,000,000.00	29.63	1	1	0.316	0.320
Investments	168,725,429.32	168,746,134.62	168,721,291.60	100.00%	387	162	0.347	0.351
Cash and Accrued Interest			P 970 4 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		· · · · · · · · · · · · · · · · · · ·			
Passbook/Checking (not included in yield calculations)	295,183.30	295,183.30	295,183.30		1	1	0.000	0.000
Accrued Interest at Purchase		275.00	275.00					
Subtotal		295,458.30	295,458.30					
Total Cash and Investments	169,020,612.62	169,041,592.92	169,016,749.90		387	162	0,347	0.351

Total Earnings	August 21 Month Ending	Fiscal Year To Date
Current Year	34,563.78	85,532.15
verage Daily Balance	175,330,623.00	183,983,709.85
Effective Rate of Return	0.34%	0.33%

"I certify-that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2015. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)

GASB 31 Adjustment to Books (See Note 3 on page 18)

Total

\$ 169,016,749.90 \$ (19,436.11) \$ 168,997,313.79

#### Portfolio Management

#### Portfolio Details - Investments

August 21, 2015 (See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	investment#	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate		Days to	
Money Mkt Mut	ual Funds/Cash					WILL MOL V MEMO	GOOK VAIDE	RATE	305	Maturit	y Date
SY\$528	528	High Mark 100% US	Treasury MMF	_	7,140,429.32	7,140,429.32	7,140,429.32	0.001	0.001	1	
	Subt	otal and Average	8,179,973.69	<del></del>	7,140,429.32	7,140,429,32	7,140,429,32		0.001		
Commercial Pa	per DiscAmortiz	ing			: : : : : : : : : : : : : : : : : :						<del>-</del>
36959JYR8	860	GEN ELEC CAP CR	P	04/23/2015	2,570,000,00	2,567,687,00	2,568,643,61	0.000			
36595JYL1	862	GEN ELEC CAP CR	P	05/06/2015	6.015,000.00	6,010,729,35		0.200	0.206		11/25/2019
36959JYR8	866	GEN ELEC CAP CR	P	07/01/2015	1,000,000,00	999,100,00	6,011,842.13	0.210	0.218		11/20/2019
	Subt	otal and Average	9,579,350.42		9,585,000,00		999,419.45	0.220	0.223		11/25/2019
Federal Agency	Coupon Securitie				a'aga'non'nn	9,577,516.35	9,579,905.19		0.215	92	
	•										
3133ECM76	809		Bank (Callable anytime)	04/25/2013	9,000,000.00	8,998,740.00	8,998,596,10	0.400	0.424	244	04/22/2016
3133EEA75 3134G7FK2	861	Federal Farm Credit		04/23/2015	9,000,000,00	9,000,450.00	9,000,000.00	0.990	0.998		01/22/2018
3133804V6	863		Corp (Callable 12-23-15)	06/30/2015	9,000,000.00	9,020,610.00	9,005,901.37	1.100	0.905		03/23/2018
3133813R4	787	Fed Home Loan Ban		08/09/2012	6,000,000.00	6,000,300.00	6,000,000.00	1.000	0.981		08/09/2017
313301384	800	Fed Home Loan Ban	k (Canable 9-9-13)	12/20/2012	9,000,000,00	9,003,240.00	9,006,524.62	1.000	0.966		11/09/2017
100 <del>0</del> 100		otal and Average	42,011,533.17		42,000,000.00	42,023,340.00	42,011,022.09		0.846	544	
Federal Agency	DiscAmortizing										
313396MC4	859	Freddie Mac		04/23/2015	9,000,000,00	8,999,640.00	8.999.340.00	0.080	0.000	••	
313384KZ1	857	Fed Home Loan Ban	k	04/23/2015	9,000,000,00	9,000,000,00	8,999,895.00	0.070	0.082 0.072		09/24/2015
313588LP8	858	Fed Home Loan Ban	k	04/23/2015	9,000,000,00	8,999,730.00	8,999,650,00	0.070	0.072	_	08/28/2015
313384NG0	864	Fed Home Loan Ban	k	07/01/2015	9,000,000.00	8,998,200,00	8,998,475.00	0.100	0.103		10/22/2015
313384NX3	865	Fed Home Loan Ban		07/01/2015	9,000,000.00	8,997,210.00	8,998,195.00	0.095	0.098		11/06/2015
313384QB8	867	Fed Home Loan Ban		07/01/2015	6,000,000.00	5,996,760.00	5,997,920.00	0.120	0.123		12/04/2015
313384QR3	868	Fed Home Loan Ban	<u>k</u>	07/01/2015	9,000,000.00	8,994,510.00	8,996,460.00	0.120	0.123		12/18/2015
	Subto	otal and Average	65,559,765.71		60,000,000.00	59,986,050.00	59,989,935.00		0.095	57	
Local Agency In	vestment Funds				mates a firm of participa			27			
SYS336	336	Local Agency Invstm	Fund		50,000,000,00	50,018,798.95	50,000,000.00	0.320	0.320	1	
	Subto	otal and Average	50,000,000.00	_	50,000,000,00	50.018.798.95	50,000,000.00	41400	0.320	<u>_</u>	

# Portfolio Management Portfolio Details - Investments August 21, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Stated Book Value Rate	YTM/C Days to 365 Maturity
		Total and Average	175,330,623.00		168,725,429.32	168,746,134.62	168,721,291.60	0.351 162

#### Portfolio Management Portfolio Details - Cash August 21, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value		ated YTM/C I Rate 365 N	Days to
Money Mkt Mu	tual Funds/Cash								
SYS10033 SYS4	10033 4	Revolving Fund Union Bank	8	07/01/2015 07/01/2015	20,000.00 275,183.30	20,000.00 275,183.30	20,000.00 275,183.30	0.000 0.000	1 1
	Average Balance		0.00	Accrued Interest at Purchase Subtotal		275.00 295.458.30	275.00 295.458.30		1
	Total Cash and Investments		175,330,623.00		169,020,612.62	169,041,592.92	169,016,749.90	0.351	162



# ORANGE COUNTY FIRE AUTHORITY Aging Report By Maturity Date As of August 22, 2015

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

							Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 08/22/2015 -	08/22/2015 )		4 Maturities	0 Payments	57,435,612.62	33.98%	57,435,612.62	57,454,411.57
Aging Interval:	1 - 30 days	(08/23/2015 -	09/21/2015 )		2 Maturities	0 Payments	18,000,000.00	10.65%	17,999,545.00	17,999,730.00
Aging Interval:	31 - 60 days	(09/22/2015 -	10/21/2015 )		1 Maturities	0 Payments	9,000,000.00	5.32%	8,999,340.00	8,999,640.00
Aging Interval:	61 - 91 days	(10/22/2015 -	11/21/2015 )		3 Maturities	0 Payments	24,015,000.00	14.20%	24,008,512.13	24,006,139.35
Aging Interval:	92 - 121 days	(11/22/2015 -	12/21/2015 )		4 Maturities	0 Payments	18,570,000.00	10.98%	18,562,443.06	18,558,057.00
Aging Interval: 1	22 - 152 days	(12/22/2015 -	01/21/2016 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 1	53 - 183 days	(01/22/2016 -	02/21/2016 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 1	84 - 274 days	(02/22/2016 -	05/22/2016 )		1 Maturities	0 Payments	9,000,000.00	5.32%	8,998,596.10	8,998,740.00
Aging Interval: 2	275 - 365 days	(05/23/2016 -	08/21/2016 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 3	66 - 1095 days	(08/22/2016 -	08/21/2018 )		4 Maturities	0 Payments	33,000,000.00	19.53%	33,012,425.99	33,024,600.00
Aging Interval: 10	096 days and after	(08/22/2018 -	)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
				Total for	19 Investments	0 Payments		100.00	169,016,474.90	169,041,317.92



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2015 includes an increase of \$18,799 to the LAIF investment and a decrease of (\$38,235) to the remaining investments.
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#### **GLOSSARY**

#### **INVESTMENT TERMS**

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

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

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

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

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

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

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

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

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

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

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

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (excluding bond funds, which have no maximum). It offers high liquidity because

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

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

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

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

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

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

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

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

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

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

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

#### **ECONOMIC TERMS**

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

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

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

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

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

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

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

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

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

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

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



# Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting September 17, 2015

Agenda Item No. 4A Discussion Calendar

#### Award of RFP #DC2056 – Wildland Urban Interface Pre-Fire Plans

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

Brian Young, Assistant Chief <u>brianyoung@ocfa.org</u> 714.573.6014

Organizational Planning Department

Randy Black, Battalion Chief <a href="mailto:randyblack@ocfa.org">randyblack@ocfa.org</a> 714.573.6056

**Emergency Planning and Coordination** 

#### **Summary**

This agenda item is submitted for approval of a contract award for consulting and preparation of countywide wildland urban interface pre-fire plans (WUIPP), to Rohde & Associates, the top ranked firm in the RFP process.

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

The Board accepted the 2014 State Homeland Security Grant Program (SHSGP) funding in the amount of \$100,000 on August 27, 2015, for partial funding of the WUIPP project.

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

- 1. Approve and authorize the Fire Chief, or his designee, to sign the Professional Services Agreement with Rohde & Associates for a three-year term in an initial amount of \$100,000 for preparation of 20 wildland urban interface pre-fire plans (WUIPP).
- 2. If additional grant funds are provided to OCFA for the WUIPP project during the three-year term of the contract with Rohde & Associates, authorize the Purchasing Manager to amend the Professional Services Agreement for preparation of additional plans at the same cost per plan for up to an additional \$144,000.

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

Not Applicable.

#### **Fiscal Impact**

Initial SHSGP funding of \$100,000 has been included in the FY 2015/16 General Fund.

#### **Background**

The objective of this project is to develop standardized regional wildland urban interface pre-fire response plans, which will be available to all fire and law enforcement first responders and emergency managers throughout Orange County. The plans will emphasize area-specific strategies and tactics for structural defense, responder safety, evacuation, public protective actions, and critical infrastructure protection.

On July 22, 2015, a Request for Proposal (RFP) was issued for consulting services to develop WUIPP for emergency response locations throughout Orange County. Twenty-eight firms registered with OCFA were notified. Four firms attended the pre-proposal meeting and two proposals were received on August 11, 2015, the due date.

Mike Rohde is the Principal and President of Rohde & Associates. Chief Rohde retired as a Battalion Chief with the OCFA in 2009 after 33 years of service and has extended his career as a consultant. In an effort to eliminate any conflict of interest in consideration of a contract with a prior OCFA employee, an evaluation team consisting of stakeholders from other agencies throughout the county, including the cities of Irvine (Police), Brea (Police), Orange (Fire), Anaheim (Fire), and the Orange County Sheriff (Emergency Management) reviewed and ranked the proposals. OCFA staff served as the facilitator in the review process.

Based on the rankings, Rohde & Associates was invited to participate in further contract discussions. Rohde & Associates is uniquely qualified to meet the tactical and strategic planning needs of the OCFA. Over the past two years, they have been involved in similar grant funded projects in San Diego County, completing 57 comparable plans for communities at risk. As a result of the negotiations, the pricing is as follows:

Pricing Component – Initial Phase	Amount
Price to prepare each plan	\$4,800
Number of plans to be prepared	20
Price for 20 plans	\$96,000
Start-up costs (fixed, one-time cost, billable after OCFA's receipt of first 20 plans)	4,000
Total Cost for 20 Initial Plans per Best and Final Offer (BAFO)	\$100,000

The Purchasing Manager confirms that the proposal and evaluation process was conducted in accordance with the OCFA's Purchasing Ordinance and all applicable rules and regulations. Based upon the evaluation results, it is recommended that the contract for WUIPP be awarded to Rohde & Associates in an initial amount of \$100,000.

#### Additional Plans for the Future

Staff has identified approximately 50 plans that need to be prepared for completion of this project; however, the final count of plans may be more or less than our current estimate. Since the grant funding received to-date will only fund 20 plans, staff will continue seeking additional grant funding from multiple sources. In the event additional grant funds are secured, staff is seeking authorization for a contract amendment for up to an additional \$144,000 as funding for this project becomes available.

<b>Pricing Component – Future Work, Pending Receipt of Grant Funding</b>	Amount
Price to prepare each plan	\$4,800
Maximum number of plans to be prepared	30
Price for 30 plans	\$144,000
Start-up costs - not applicable after the initial phase	0
Total Cost for up to 30 Additional Plans per Best and Final Offer (BAFO)	\$144,000

#### Attachment(s)

- 1. Summary of Proposals and Evaluation Results
- 2. Professional Service Agreement

# ORANGE COUNTY FIRE AUTHORITY DC2056- WUIPP

## **Summary of Proposals and Evaluation Results**

Proposals Received Cost Proposal	Anchor Point Group Rohde & Associates 236,500 197,000					i				
Evaluators	1	2	3	4	5	1	2	3	4	5
A. Method of Approach (20)	15	15	10	20	20	20	18	20	20	20
B. Qualifications & Exp. (30)	8	5	5	10	10	10	10	10	10	8
C. Project Mgmt/Value Added (10)	25.5	30	24	27	27	30	30	30	30	27
D. Proposed Costs (30)	25	25	25	25	25	30	30	30	30	30
Sum of Proposal Scores	73	75	64	82	82	90	88	90	90	85
Proposal Ranking	2	2	2	2	2	1	1	1	1	1
Sum of Ranking	10 5				-					

# ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 17th day of September, 2015, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Rohde & Associates, hereinafter referred to as "Firm".

#### **RECITALS**

WHEREAS, OCFA requires the services of a firm for the consulting services and development of wildland urban interface pre-fire plans, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated August 7, 2015, in response to RFP DC2056, and Best and Final Offer dated September 3, 2015, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

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

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

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

#### **AGREEMENT**

## 1. PROFESSIONAL SERVICES

#### 1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the "Proposal" attached hereto as Exhibit "A." Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

## 1.2 Compliance with Law.

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

## 1.3 <u>Licenses and Permits</u>.

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

## 1.4 Familiarity with Work.

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

## 1.5 Care of Work.

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

#### 1.6 Additional Services.

Intentionally omitted.

## 2. TIME FOR COMPLETION

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

## 3. COMPENSATION OF FIRM

## 3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A" Best and Final Pricing page.

## 3.2 <u>Method of Payment</u>.

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within ten (10) days of receipt of Firm's invoice.

#### 3.3 Changes.

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

- A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;
- B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

#### 3.4 Appropriations.

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

## 4. PERFORMANCE SCHEDULE

## 4.1 <u>Time of Essence</u>.

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

## 4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's proposal, attached hereto as Exhibit "A".

The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

## 4.3 Force Majeure.

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

## 4.4 <u>Term</u>.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding three years from the date hereof, unless extended by mutual written agreement of the parties.

## 5. COORDINATION OF WORK

## 5.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Michael Rohde, CEO/Principal Consultant.

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

## 5.2 Contract Officer.

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

## 5.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Firm, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

## 5.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

## 6. <u>INSURANCE, INDEMNIFICATION AND BONDS</u>

#### 6.1 Insurance.

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, general liability insurance including operations, products, and completed operations insurance in the amount of \$1,000,000 combined single limit for bodily injury, personal injury and property damage/\$2,000,000 aggregate; automobile insurance in the amount of \$1,000,000 each accident/\$1,000,000 uninsured motorist; professional liability insurance in the amount of \$1,000,000 each occurrence/\$2,000,000 aggregate. The general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. An endorsement to the General Liability Policy naming OCFA, its officers, officials, employees and volunteers as additional insureds is required to be submitted with the certificate of insurance. Firm shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in effect during the term of this Agreement. The procuring of such insurance and the

delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy if the service requires such coverage.

## 6.2 Indemnification:

The Firm shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees and agents, arising out of or related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

## 7. RECORDS AND REPORTS

## 7.1 Reports.

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

#### 7.2 Records.

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

## 7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or

ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

#### 7.4 Release of Documents.

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

## 8. ENFORCEMENT OF AGREEMENT

## 8.1 California Law.

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

## 8.2 Waiver.

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

## 8.3 Rights and Remedies are Cumulative.

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

## 8.4 Legal Action.

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

## 8.5 <u>Termination Prior to Expiration of Term.</u>

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

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

## 8.6 Termination for Default of Firm.

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

## 8.7 Attorneys' Fees.

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

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

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

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

## 9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status,

national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### 10. MISCELLANEOUS PROVISIONS

## 10.1 <u>Confidentiality</u>.

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

#### 10.2 <u>Notice</u>.

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

Orange County Fire Authority Attention: Debbie Casper 1 Fire Authority Road Irvine, CA 92602 WITH COPY TO:

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

To Firm:

Rohde & Associates Attention: Michael Rohde 30 Via Gatillo Rancho Santa Margarita, CA 92688

## 10.2 <u>Integrated Agreement</u>.

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

#### 10.3 Amendment.

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

#### 10.4 Severability.

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

## 10.5 Corporate Authority.

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

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

	"OCFA"
	ORANGE COUNTY FIRE AUTHORITY
Date:	Ву:
	Jeff Bowman, Fire Chief
APPROVED AS TO FORM.	ATTEST:
By: A COUNSEL  Date: 9915	Sherry A.F. Wentz Clerk of the Board
17.7.0	"FIRM"
	ROHDE & ASSOCIATES
Date: 9/6/15	By: Michael Rohde CEO Principal Consultant

## EXHIBIT "A"

(Response to RFP DC2056 – WUIPP with Best and Final Offer Pricing)

#### **BEST AND FINAL PRICING PAGE**

OCFA is requesting a Best and Final Offer (BAFO) as discussed in our follow-up meeting. Please complete the pricing schedule and provide details of the deliverables with the pricing and additional details

Preparation of WUI Prefire Plan	15		
DESCRIPTION OF SERVICES	# of plans	Cost Per Plan	Extended Total
Phase I - Consulting Services & Deliverables			
20 WUIPP Plans before February 1, 2016. Provide the total cost for completion of each plan — provide details below on the estimated number of hours to complete each plan and the hourly rate that was applied.	20	\$ 4,800	96,000
Total	INITIA	TIGH EXPINSE	\$ 100,000
Completion of additional plans as funding becomes available. There is no commitment for additional plans at this time, however an estimated total of 40 plans have been identified. Consultant agrees to hold pricing for additional plans for up to five years.		\$ 4, 860	

Provide details on the deliverables listed in Phase I above and any additional information that you would like OCFA to consider.

1) 1ST YEAR SWATUP COSTS INCLYDE	REVIEW of RISK BASA RECOMENDATION
OF THE TOP 20 PLANS, AND CO.M.	PROTECT MAJER SMAF HOLDER
ORIENTATION METTINGS.	
2) TOUMS SHAU BE NET 10 DA	TYS
TO THE ORANGE COUNTY FIRE AUTHORITY:	
shall provide Human Resources software applica	oposal as indicated in this Best and Final Offer and ations in compliance with all terms, scope of work, he Request for Proposal which is incorporated by tations herein are made under penalty of perjury.
Name of Company 30 VIA GATTILE	
Address	000
KRNONO SAMA MAZGARIMA, CA.	92680
City State	9.3.15 Zip
Signature of Person Authorized to Sign	Date
MICHAEL & ROMDE	CEO/ PRINCIPA CONSMINANT
Printed Name	Title

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## ROHDE & ASSOCIATES

August 7, 2015

Ms. Debbie Casper, Purchasing & Materials Manager Orange County Fire Authority 1 Fire Authority Rd. Irvine, CA 92602

Re: RFP Response: Orange County Fire Authority (OCFA) Wildland-Urban Interface Pre-Fire Plans, RFP number DC2056

Dear Ms. Casper

Thank you for acceptance of Rohde & Associates response to the OCFA's request for proposal regarding Wildland-Urban Interface (WUI) Pre-Fire Planning. We have been consultants in wildland fire for over 28 years, providing a unique and highly specialized set of services with regard to fire and emergency exercise/simulation, emergency planning and management, high risk community and urban interface risk management services, and related training and safety programs. Rohde & Associates is the industry leader in the field of WUI pre-fire planning, having completed over 80 high-risk community WUI pre-fire plans throughout the Western United States.

Our staff are subject matter experts in conducting WUI fire planning, and each possess decades of wildfire experience at both strategic and tactical levels. Most have spent a career in Orange County Fire Services, and served as the core leadership for the majority of major wildfires in Orange County during the last 25 years, including the Laguna, Santiago, Freeway, and many other fires.

Rohde and Associates leads the industry in WUI Fire Planning, and is uniquely qualified to meet Orange County's tactical and strategic planning needs. Our firm has been involved in grant sponsored planning of a similar nature in San Diego County, completing 57 similar plans for communities at risk in the last 2 years. Our staff also developed or contributed to most of the legacy plans currently available within Orange County today.

All of the proposed planning formats and forms displayed within the OCFA Request for Proposal were developed or authored by Rohde & Associates staff while working for other clients, and we possess expert knowledge in their application to high-risk communities. We are skilled at making what is complex simple and in communicating vital concepts both visually and with expert guidance in these formats.

Rohde & Associates is experienced in working with agency administrators, stakeholders, subject matter experts, communications staff, and many response

and support organizations in identifying key issues, developing consensus planning, solving critical problems, and developing best potential outcomes for worst-case scenarios. We utilize best available technologies, including GIS and fire behavior prediction, to assist our planning efforts, and can work successfully with internal agency support, such as GIS professionals and subject matter experts, to achieve quality and valuable results.

We look forward to the opportunity to be of service to Orange County emergency services through this process, and are confident we can support it's stakeholders to achieve valuable and important results in this project. We look forward to your consideration.

Respectfully,

Michael S. Rohde

**CEO** and Principal Consultant

Rohde & Associates

## ROHDE & ASSOCIATES

August 7, 2015

RFP Response: Orange County Fire Authority (OCFA) Wildland-Urban Interface Pre-Fire Plans, RFP number DC2056

Dear Ms. Casper,

Rohde & Associates is pleased to present this proposal and work plan in response to the "Orange County Fire Authority (on behalf of Orange County emergency services)- Wildland-Urban Interface (WUI) Fire Pre-Fire Plans program. We have been consultants in wildland fire for over 25 years, providing a unique and highly specialized set of services with regard to fire and emergency exercise/simulation, emergency planning and management, and related training and safety services. Rohde & Associates is the industry leader in the field of WUI pre-fire planning, having completed over 70 high-risk community WUI pre-fire plans throughout the Western United States.

#### **EXECUTIVE SUMMARY**

Pre-fire plans are an essential component to multi-disciplinary command and control of rapidly escalating wildfires. They provide critical and site specific guidance to law enforcement who must evacuate or shelter endangered populations, firefighters who must rapidly deploy and safely protect homes, members of the community who must safely deal with or evacuate from fire affecting their property, to a host of other stakeholders who must operate shelters, evacuate animals, manage electrical grids, communicate emergency messages, or related public safety and support missions.

To be effective and useful, these plans must make simple what is complex. They must communicate important messages quickly and visually in times of extreme stress, and must have widespread consensus and support so that diverse interests and stakeholders can share a common operational picture, work together to protect lives and property, command and respond effectively. Pre-fire plans help to expedite critical and appropriate response under conditions where a community is challenged to match the scope and threat of a developing emergency.

Rohde & Associates is a leader in this field and skilled at development and facilitation of Wildland-Urban Interface pre-fire planning. We bring talented experts with decades of experience and advanced technology to bear to assist clients in defining risk, creating options, and charting best outcomes for worst case scenarios through stakeholder involved and customized site specific planning.

The following outlines our proposed approach to this important project.

#### **DETAILED WORK PLAN/SCHEDULE**

Rohde & Associates intends to execute this contract with completion of up to 25 site-specific, customized WUI fire pre-plans within Orange County during the prescribed period of Oct. 1, 2015 (or sooner) - Feb. 1, 2016, and offer continuing availability throughout the three year contract period for additional plan development of 40 or more total plans. The RFP identifies four tasks, and we have outlined our response accordingly below.

### Joint Venture

Rohde & Associates understands that three key components of a successful Orange County program will involve the following:

- a. Integration of stakeholders from various public safety and support organizations from the greater Orange County area into the planning process
- b. Integration and teaming with OCFA Geographic Information Systems (GIS) specialists and agency Subject Mater Experts (SME's) assigned to support the project.
- c. The ability to move quickly, with quality and agility through the program schedule, enabling full utilization of available grant dollars.

## Rohde & Associates Structure

Rohde & Associates will assign a team of up to 7 staff to participate in this project, based upon project demands, with the intent to move as quickly as the client's staff can accommodate. Additional staff may be added as project demands require. This staff will include:

A Project Manager for the contract. This manager will be the primary liaison with the client's Project Manager(s) and GIS Services Manager, and will be responsible for scheduling and overall coordination of inter-agency/consultant activities, site planning, product review & acceptance, and customer service. The project manager will be responsible for maintaining the project schedule and adherence to the project plan.

A second staff member will be assigned as the primary mapping coordinator and serve as the primary contact for GIS practitioners, providing daily follow-up with OCFA GIS staff for document development and mapping, related technical issues, and quality control.

Up to three additional program specialists, in addition to the project manager and mapping coordinator, will be assigned to site specific projects for plan development. All assigned staff in this project element will be subject-matter-experts with decades of WUI fire command and Orange County specific strategic and tactical experience.

A Federally licensed wildfire behavior analyst will be assigned to the project to provide geo-spatial interpretation of average-worst case fire behavior for planning sites, and to assist the consultant team in risk and hazard analysis. State- of-theart fire behavior prediction programing will be used for this analysis.

A GIS specialist will be available to the client and consultant team as an GIS internal consultant, and will provide basic "help desk" services to the client's GIS staff as requested.

The entire team will be involved in all four of the described program tasks described below.

#### **TASK ONE**

These activities will generally be initiated during the project start-up phase.

- 1. Complete identification of proposed planning sites and recommend priorities. Seek collaboration with executive stakeholders for approval of sites and prioritization.
- 2. Identify all stakeholders, orient them to the project and expected roles. Identify agency SME's who will contribute to site specific planning. Identify a second group of SME's who wish to provide overall program input at a more strategic level.
- 3. Promote and gain approval for a plan format, site assessment methodology, and project schedule.
- 4. Conduct orientation and project orientation meetings with key stakeholder groups.
- 5. Identify and review existing legacy planning for incorporation of relevant data into updated plans.

#### County-Wide Site Identification and Prioritization

The OCFA has already proposed a draft list of specific planning sites. Our initial review concludes that this list is comprehensive, and utilizes known risk factors including:

- a. Known and historic wind/wildfire corridors
- b. State/County designated High and Very High Fire Hazard Severity Zoned lands
- c. Known wildland-urban interface, and community abutments to National Forest, State and Regional Parks, Conservancy lands, and related lands
- d. Past Orange County fire wildfire history and structural loss

- e. Census data and geolocation of population at risk, and related human fire caused fire ignitions
- f. Major utility corridors
- g. Key institutional facilities, government secure properties and military bases
- h. Sites with complexity in strategic and tactical firefighting and public protection issues
- i. State of California/Cal Fire- Fire Resource and Assessment Program (FRAP) identified areas of concern
- j. Sites where legacy fire planning was conducted within the County

We would propose to continue to utilize these factors when evaluating sites for project inclusion, and in the development of a risk-based project priority list. With regard to the published draft list of planning sites (RFP Page 12), the consultant would like the flexibility to potentially combine, segment, or modify proposed sites to meet plan formatting, display, or operational concerns.

Proposed sites should meet size and scale requirements, so as to meet presentation readability and ease of interpretation constraints. From our previous experience with this format, these requirements generally limit the spatial area of a WUI fire pre-plan to around an average of 3,000 acres/site. The consultant believes, and research has shown that it is in the best interest of the plan user to develop pre-plans which are as visually graphic as possible, and less reliant on text.

During the RFP pre-bid conference, the OCFA indicated a project executive steering group would be established by the client to determine specific sites for which planning would be conducted and to provide project guidance. Rohde & Associates is prepared to lead this process by analysis of the proposed sites and preparation of a risk-based ranking of potential sites for consideration by such a group.

Rohde & Associates uses a standardized site assessment form to gather and assess data for each individual planning site. This form includes all of the risk factors identified within the project RFP (page 10) that are requested to be included within the plans, as well as additional factors. (see Appendix G). This form is shared with Subject Matter Experts pre-site meeting to assist in meeting preparation, and by consultants to document and analyze site investigations and SME meetings.

## Planning Format

Rohde & Associates is extensively experienced in utilizing the draft planning format and GIS mapping demonstrated in the project's Request For Proposal in Exhibit 1 (RFP page 41). This is the same format utilized by this consultant in a similar project in San Diego County during 2014-15. Our team assisted the County of San Diego in development of this exact format, and has utilized it

through the development of 57 WUI pre-fire plans. The intent of this format is to facilitate quick retrieval of succinct data that serves to guide responders through critical decisions during the first 6 hours of a WUI wildfire with catastrophic potential. We believe the proposed format is highly visual, prioritizes data presentation to show "important data first", and is a strong application for users who are involved in urgent emergency use. Rohde & Associates is confident this format will fit the needs of Orange County.

Data entry using this format requires some editorial skill to capture what is important in the available space, and in using map symbology to display other information. We are skilled at accomplishing this and for creating highly visual plans. (This plan format has also been recently proposed for adoption as the State of California/FIRESCOPE standard-decision pending).

## Stakeholder Initial Integration

The consultant proposes project introductory meetings with key stakeholder groups at the executive level to discuss the project nature, expectations, and services. These groups may include the Orange County Fire Chief's Assn. and Police Chief's Assn., and the Orange County Fire Chief's Assn. Operations Group.

The consultant proposes a two formats of stakeholder meetings with cooperating agencies and organizations for purposes of project introduction and identification of stakeholder interests, concerns, and future integration needs for site specific projects. The two formats are targeted at the "project level" and "site specific level".

In the "project level" meeting(s), general support aspects of the project are discussed. Stakeholders here may include: City and County Emergency Management agencies, Fire Safe Councils, American Red Cross, County Animal Care, Southern California Edison, Southern California Gas Co., San Diego Gas and Electric, Orange County Parks, The Nature Conservancy, California State Parks, The Irvine Company, Irvine Ranch Conservancy, City open space and parks staff, equine rescue groups, and similar stakeholders. Stakeholders would be further involved in site-specific projects as identified, required, or requested. Site specific meetings are described fully in Task Two.

#### **TASK TWO**

These activities will generally be conducted during the project's site assessment phase:

- Hazard and Risk Assessment: A consensus process led by consultants with the contributions in inter-agency/inter-disciplinary SME's.

- Collect, analyze, and document planning elements for preparation of GIS plan drafts.

Any available legacy WUI fire planning conducted historically within the County will be reviewed and integrated where appropriate in the proposed planning process.

One site-specific SME meeting is proposed for each planning site, and will include a physical site tour. SME participation will be sought for this meeting from agencies having Unified Command responsibilities, and will include City and County Fire and Police agencies, Cal Fire, the Forest Service-Cleveland National Forest, and related partners. Post-meeting follow-up for plan development will generally conducted electronically and by phone as needed.

As consultants, we facilitate and document these meetings, identify challenges, conflicts, and issues, review fire history and projected fire behavior, past successful/unsuccessful strategy and tactics, and propose potential solutions and actions for group consensus. SME's contribute agency perspectives and policy, area knowledge, represent agency interests, and approve of final plans. Many of our customers cite this portion of the process as being as valuable as the final plan itself, given the collaboration, expert interpretation, and team approach that is developed.

Rohde & Associates have expertise in facilitating these meetings to valuable conclusions, and can apply rich incident experience garnered from decades of service within Orange County, a perspective that is unique to our firm. Using past fire experience, researched data, agency perspectives, and fire behavior analysis, our experts guide the development of a common operational picture, and identify worst case situations and best potential outcomes. Frequently, cross purposed tactics which can cause response conflict are identified and resolved through agency consensus. Following the meeting and site tour, consultant staff draft a consultant's report and accessory products, and submit the materials for GIS development.

"After the Rohde & Associates training and planning we participated in, watching the fire move into town was like DejaVu" Commanders of the Cerro Grande Wildfire, Los Alamos New Mexico.

#### **Data Capture and Transmittal**

The consultant is responsible for collection, interpretation, and documentation of all planning data. This data will be interpreted and transferred to OCFA GIS Specialists for development into ARC/GIS products.

The consultant proposes to use the Next Generation Incident Command System (State of California NICS), a program which incorporates native Environmental Systems Research Institute (ESRI) format, as a data collection and mapping tool,

and for transmittal of field mapping data from Rohde & Associates to OCFA GIS Specialists for development of GIS plan versions. Both Rohde & Associates and the OCFA are already licensed for this product's use and no additional cost is required. This product allows for creation of data points in NICS that are directly transferable to GIS programs and mapping.

Other visual displays would be prepared in PDF format for insertion into the ARC/GIS products. These PDF displays would include the Fire Behavior Analysis, Risk Assessment Matrix, and plan text. The format promoted within the RFP for plan text transfer is a San Diego County product, which the consultant helped to develop and has extensive experience in it's use.

All final draft plan products would be prepared in ARC/GIS format by OCFA GIS staff in consultation with the consultant. The consultant shall review GIS product for accuracy and quality. When ready for review, the consultant shall transmit the GIS draft to SME's for review and comment.

#### California/FIRESCOPE WUI Standards

New WUI guidelines, terminology, approaches, and standards were adopted within the California fire service in 2010. These guidelines were not available during the development of most Orange County legacy WUI plans, but are critical to new planning. The consultant intends to integrate these standards fully into the planning process and fire plans.

#### Fire Behavior Analysis

The consultant proposes to include geo-spatial fire behavior analysis by a Federally licensed Fire Behavior Analyst for each planning site. This process utilizes advanced, national standard software to develop highly accurate map projections of fire movement over landscapes. This mapping utilizes site specific average-worst-case weather, fuels, topography, past fire history, and fuel condition in it's assessment. A six-hour projection is produced which visually depicts "average worst-case" rate of fire spread, trajectory, and fire growth by the hour for the specific site.

The "Behave Plus" model shall be used by the consultant to develop fuels information. "Flam Map 5", in conjunction with "FireFamilyPlus"/Arc GIS will be used to develop the computerized projection. All necessary licensing is provided by the consultant for product use, and the final product shall be a standard PDF file. One projection shall be provided for each planning site depicting worst case conditions.

#### Risk Assessment Matrix

The Risk Assessment Matrix (RAM) is part of the OCFA's preferred plan format, as shown in the project RFP. This matrix was developed by Rohde & Associates in 2004 (Rohde & Clayton) and has been adopted for wide fire services use since. The RAM was inspired by a tool developed by the U.S. Army for Desert

Storm theater operations, and was modified with U.S. Army approval for fire services use. It has been used both nationally and internationally to depict responder safety and operational issues in the WUI. The RAM is a highly visual means of communicating site risk. If responders are engaged in high intensity/high risk operations and only have seconds to review pre-plan data, the RAM offers a color-coded summary that is immediately recognizable. Rohde & Associates, as authors of this program, is expert in the RAM's application to WUI planning sites. The consultant shall prepare one Risk Assessment Matrix in PDF format for each planning site, for inclusion in WUI pre-fire plans. No additional licensing is required for RAM use by the project.

#### TASK THREE

#### **Product Review and Quality Assurance**

Final-draft products will be generated cooperatively by the GIS staff and Rohde & Associates. The consultant exercises a high standard for quality and will work to deliver the most accurate and highest value product available. Finished products shall reflect not only collaboration of the project development staff (consultant and OCFA), but also reflect contributing SME's and Project Manager's input, consensus, and approval.

The consultant shall dedicate staff to quality control and each phase of the contract process, and shall regularly communicate with Project Management and GIS manager on overall accuracy, quality, and customer service.

Specific quality review will occur for all elements of draft plans prepared by consultant staff, GIS drafts, and of agency product refinement and review. This quality assurance will generate revisions until a product is correct and meets quality standards. The Consultant's Project Manager shall document quality review stages and acceptance by agencies, and final acceptance of plans by the OCFA Program Manager.

## Process and Time Table

In the project, local fire and law subject matter experts (SME's) and OCFA GIS Specialists will provide critical project support. While Rohde & Associates will conduct all of the "heavy lifting" in the project with data preparation and review, productivity and accomplishment within the project will be highly reflective of the availability and skill of SME and GIS staff assigned. Agility, strong communications, and commitment to project time lines by all project participants will be important to success within the project. The OCFA provided such commitment at the project pre-bid meeting. To meet the RFP's initial goals for grant fund availability, the project must accomplish a plan production average rate of 6-7 sites per month for the first 4 months.

To meet this RFP objective, the consultant proposes the following draft project schedule, subject to additional review upon contract award and confirmation with the client's project management team.

- 1. Agencies will commit designated Fire and Law enforcement SME staff for project event attendance and avoid program cancellations or delays to the best of their ability.
- 2. A project goal will be to complete a site specific plan within 4 weeks of plan initiation.
- 3. The consultant shall provide GIS staff a complete draft plan (OCFA RFP formats plus associated attachments in PDF) for development of the first GIS draft within 5 business days of a site's planning meeting. This shall include full plan text, the Risk Assessment Matrix, the Fire Behavior projection, and a notated tactical map (in NICS).
- 4. OCFA GIS staff is requested to complete a first GIS edition within 3-5 business days of consultant submittal (day 4 or 5 for complex plans only).
- 5. The consultant shall review and comment on the first GIS draft within 1-2 days of receipt. And either return it for additional workup to the GIS staff or forward to SME review as appropriate.
- 6. When the consultant determines the first GIS draft is ready for SME review, the consultant will submit the plan to project SME's for consideration and comment. Generally 5 business days are offered to SME's for this step. Comments are returned to the consultant for processing.
- 7. The consultant shall summarize the necessary changes to the GIS draft from comments received within 1-2 days of the SME comment deadline, and communicate summaries to the GIS specialist who shall revise the plan in 1-2 business days. The GIS specialist shall return the revision to the consultant for review and quality assurance. When deemed accurate, the consultant shall forward the revised GIS plan version to the SME's/Project Manager(s) for final review and acceptance. (Our experience indicates that most plans are completed within 2 revision cycles, and complex plans within 4-5 revisions).
- 8. Multiple plans will be in various stages of development simultaneously, and the Rohde & Associates project manager shall maintain and share tracking with internal and OCFA project staff of the overall project status.
- 9. To the greatest extent possible, communications between SME and consultant staff and plan comment/review shall be electronic following the on-site planning meeting. GIS and consultant technical staff shall communicate electronically and by phone as needed. Consultant staff shall be allowed direct communications

with GIS data entry and map preparation staff to best facilitate quality and time requirements.

Production scheduling may be reviewed for subsequent program years or grant periods and adjusted as necessary to meet the client's needs.

#### GIS Help Desk

The consultant shall provide at no additional expense, the availability of an expert GIS specialist who has developed numerous WUI fire plans using the proposed formats as an "online" question and answer resource to assist OCFA's GIS staff in their development of GIS plan elements. This service shall be limited to email inquiries as the initial contact, and up to 2 hours contact time per plan. (Some email inquiries may require overnight processing time, time limits are plan specific and not transferrable, additional GIS services may be available on a cost-plus basis).

#### TASK FOUR

#### WUI Fire Plan Training

The consultant agrees to develop a power-point training program, a lesson plan, and deliver train-the-trainer courses per the RFP's proposed specifications (two train-the-trainer sessions).

## **Final Plan Formats**

All final fire plans delivered will be provided in PDF format. In addition, one printed copy in 11 x 17 format will be provided for each plan developed.

#### **ADDITIONAL SERVICES**

## **Augmentation**

Should the project have unforeseen difficulties in providing either SME or GIS support sufficient to complete the project within the RFP's stated time frames, the consultant can provide additional services at the client's request:

1. In the event SME staff is unavailable, consultant staff has the ability and area knowledge to independently complete drafts of the pre-fire plans, and can involve SME's or the Project Manager in review of draft products as an alternate to their in-situ participation in plan development. This alternative could be used for unforeseen events that may inhibit the project's partner agencies from participation in site specific meetings, tours and analysis. This method is available at no additional contract cost, at the discretion of the OCFA Project Manager, however the consultant strongly recommends the more participative model as the preferred means of project accomplishment.

- 2. Should GIS staff be unable to perform to the level necessary to complete plan work within the RFP's stated time frames, the consultant has available GIS resources that can augment OCFA staff in this function, at the discretion of the OCFA Project Manager. The consultant's GIS staff may complete all or part of the necessary GIS work as requested on an hourly basis. This service shall require written authorization or change order, and is available for \$175/hour, in addition to the base contract amount. (For reference, a typical draft site plan requires 6-8 hours of GIS support for completion).
- 3. To the extent practicable, the consultant shall maintain agility in the event of unforeseen emergency conditions, to utilize available SME staff to review alternate sites, should scheduled staff or initially identified sites become unavailable.

#### **Emergency Availability**

The consultant will offer availability to conduct related work of value to the client and at the discretion/request of the Project Manager. The basic rate for services not currently described within proposal shall be \$125.00/hour per consultant, and may be conducted in addition to the cost and scope of work identified in the RFP. This work may also be undertaken under emergency conditions, and conducted with the understanding that a project change order may be developed after services have been rendered.

#### FIRM'S DETAILED INFORMATION

Rohde & Associates is a sole proprietorship owned by Michael S. Rohde, the company's CEO and Principal Consultant. Company offices are located at:

Rohde & Associates 30 Via Gatillo Rancho Santa Margarita, CA 92688 949.275.4545

Questions concerning this proposal may be addressed to Mr. Rohde at MichaelSRohde@gmail.com, or by phone, (949)275-4545.

FEIN: 14-1963345

The company has been in business for 28 years, and has 10 employees. Active major clients for the company include:

- 1. County of San Diego, regional partnership of all incorporated cities and the County of San Diego: Wildland Urban Interface Pre-Fire Planning, 2<sup>nd</sup>. Year of contract utilizing Federal UASI grants. 57 plans completed to date, of anticipated 100 plans. Anticipating 1-2 additional years of work.
- 2. San Diego County Fire Authority/Cal Fire-San Diego Unit (and various fire protection districts under Cal Fire contract): Wildland Urban Interface Pre-Fire

Planning: 1<sup>st</sup> year of contract utilizing fire district funding with 7 WUI pre-fire plans completed, and another seventeen WUI fire plans completed under UASI funding/San Diego County regional partnership. Discussions ongoing to extend districts contract.

- 3. Southern California Edison: Corporate Oil Spill Preparedness and Response Program. Contracted for over 25 years. Responsible for marine and inland oil spill response planning, Incident Management Team training, exercise, and development, corporate emergency exercise program, and liaison with governmental agencies on behalf of the client.
- 4. Los Angeles County Fire Department: Incident Command System and wildland fire training and exercise. Operations Section Chief, Division Supervisor, Strike Team Leader, and Wildland-Urban Interface training courses at Camp 2 and Biedebach Training Center 7 years of contract experience, most with Cal- Joint Apprenticeship funding.
- 5. City of San Diego Fire and Rescue Department: Wildland fire training for command officers and Esperanza Fire "Staff Ride" development and presentation. 2<sup>nd</sup>. Year of contract, City funded. Additionally, 10 WUI Fire Plans have been completed or are in progress under a UASI grant/San Diego County regional partnership.

#### Past Clients:

- a. U.S. Department of Energy/Los Alamos National Lab: Emergency response training, Wildland pre-fire planning, EOC development, and Lab Incident Management Team training and exercise. 5 years of contract completed.
- b. County of San Bernardino/Cal-Fire San Bernardino Unit: Wildfire emergency pre-fire planning for the Mountain Area Safety Task Force (MAST). Completion of fire and evacuation planning for the mountaintop communities in the San Bernardino Mountains, and training of County Chief Fire Officers. 3 years of contract performance completed.
- c. Queensland Fire and Rescue Service, Australia: Development of wildland fire pre-fire planning and risk assessment systems for adoption by the State of Queensland, AUS.
- d. U.S. Army- Training and Doctrine Command (TRADOC): Command intelligence and Command Post of the Future (CPOF) program development. 5 years of service as sub-contractor under Defense Advanced Research Projects Agency (DARPA) contract.
- e. California Office of Emergency Services/California Specialized Training Institute: Training and curriculum development for Incident Command and

Hazardous Materials certified courses. 15 years of contract performance completed, generally grant funded.

f. As former Orange County Fire Authority employees: (Michael Rohde/Marc Hawkins/Don Forsyth/Don Boursier). Development (or contribution to) of existing Wildland-Urban Interface fire plans for Silverado, Tustin-Orange Foothills, Modjeska-Trabuco, Anaheim Hills, and Newport-Laguna Coast Fire Plans, and wildland fire training for the Operations Section Chief, Division Supervisor, Fire Behavior Analyst, Firing Tactics, Strike Team Leader, and Chief Officer Academy training courses.

#### CONSULTANT'S PROJECT TEAM

Rohde & Associates is a small business composed of subject-matter experts in emergency management disciplines. Highly qualified and expert staff have been designated to support this project. Biographies for the Orange County project team include:

## Michael S. Rohde

Mike is the Principal and President of Rohde & Associates. He is a veteran of 37 years in the fire service, including over 33 years with the Orange County Fire Authority (OCFA). Chief Rohde retired as a Battalion Chief with the OCFA in 2009 and has extended his career as a consultant. His service included prior positions with the California Department of Forestry and Fire Protection (CAL-FIRE), the U.S. Forest Service, and the Los Angeles County Fire Department. He is nationally qualified as an Incident Commander, Operations Section Chief. Planning Section Chief, Operations Branch Director, Division Supervisor, Strike Team Leader, Wildfire Structural Protection Specialist, and Hazardous Materials Specialist. He has served with both California State and National Incident Management Teams. His emergency response and command experience includes many disaster and civil emergency incidents of national significance complexity throughout the Western United States. Chief Rohde possesses a Masters in Science-Emergency Services Administration, and certification by the State of California as a Chief Fire Officer. He authored "Command Decisions" During Catastrophic Interface Wildfire", a seminal study in the command of major Wildland-Urban Interface incidents, and was a contributor to the California Department of Forestry and Fire Protection's "Wildland Urban Interface Operating Principles". Rohde is an "Honorary Life Member" of the Southern California Association of Foresters and Fire Wardens, and been honored for his wildland-urban interface work by the State of Queensland, Australia. He has served on training and advisory cadres for the National Wildfire Coordinating Group, the California State Fire Marshal, the Next generation Incident Command System (NICS) development team, and the California Specialized Training Institute. With Chief Clayton, he co-developed the Wildland Fire Risk Assessment Matrix in 2004. As a consultant, Rohde has led the development of over 70 WUI community pre-fire plans, and has presented programs to Fire Services, States, Cities and Counties, and private industry throughout the United States and Internationally for the last 28 years.

#### Marc Hawkins

Chief Hawkins is a veteran of 41 years in the fire service, last serving as a Battalion Chief with the Orange County Fire Authority. His career includes eleven years with the California Department of Forestry and Fire Protection (CAL-Fire). He is nationally qualified as an Incident Commander, Operations Section Chief, Operations Branch Director, Division Supervisor, and Strike Team Leader, and has previous experience working with both State and National Incident Management Teams. Chief Hawkins has served as a consultant for Rohde & Associates for the last 12 years, providing expert consultation to fire services. public utilities, and other organizations. Hawkins has served on training and advisory cadres for the National Wildfire Coordinating Group, the California State Fire Marshal, the State of New York, and has been honored as a Lifetime Member of the Southern California Association of Foresters and Firewardens. Chief Hawkins was a Task Force Leader for a National Urban Search and Rescue Team which responded to Hurricane Katrina, and has served as Incident Commander for a FEMA Incident Support Team (IST). He has developed Operations Section Chief training curriculum for CAL-Fire and trained Incident Management Teams for Southern California Edison. He has served in leadership positions on major fires and emergencies throughout the Western United States. He has led WUI Planning effort in San Diego County for the last 2 vears.

#### **Bill Clayton**

Chief Clayton has more than 50 years' experience in the fire service. He retired as the Fire Chief of the Sycuan Fire Department in San Diego County in 2012. Previously he served for 48 years with the California Department of Forestry and Fire Protection, San Diego Unit, retiring as an Assistant Chief in 2006. Bill is the most decorated firefighter in the State of California, having been awarded the State's Medal of Valor twice. He has served as a Type 1 Incident Commander of a CAL-FIRE Team and as an Operations Section Chief for a Federal Incident Management Team. His fire and consulting assignments have occurred throughout the western United States and in Australia, Iraq, Portugal, and Mexico. In 2004, he consulted with the U.S. Army in command and control for the 1<sup>st</sup>. Calvary Division, and with the Massachusetts Institute of Technology on the development of the Next generation Incident Command System (NICS). Chief Clayton has pioneered pre-fire planning in San Diego County and has utilized them in command of many major fires, including the 2003 Cedar Fire. He commanded the County's North Division and the Rainbow Conservation Camp. Clayton frequently provides ICS instruction to firefighters and public utilities, and is expert in commanding WUI fire operations. With Chief Rohde, he codeveloped the Wildland Fire Risk Assessment Matrix in 2004. Bill has a Master's Degree from San Diego State University, a California Teaching Credential, and is

a past adjunct instructor for the National Fire Academy, and has written many WUI fire plans within the State of California. He has worked for Rohde & Associates for the last 12 years, and is the team's mapping coordinator.

#### Kirk Summers

Kirk Summers is the past Fire Chief and Operations Assistant Chief for the Chino Valley, CA Fire Protection District, past Fire Chief of the San Gabriel/Verdugo Cities Joint Fire Department, and is retired from the Orange County Fire Authority as a Battalion Chief. Chief Summers is an Operations Section Chief, Liaison Officer, and Situation Unit Leader, and is a co-founder of the "SOLAR" wildland fire plan affecting the Chino Hills region affecting four Southern California counties and eight fire departments. He possesses a Bachelor's degree from California State University, Long Beach, as well as significant wildland fire experience including service with the Orange County Fire Authority, Cal Fire, Los Angeles County, Anaheim, Ventura County, Chino Valley, Verdugo Cities, and Disneyland Fire Departments. He has served on both Federal and State Incident Management Teams including Southern California Team 1 (Norm Walker, Incident Commander) and Cal Fire Team 8 (Phil Veneris, Incident Commander). He has been an associate for Rohde & Associates for over 20 years, contributing to fire, emergency management, hazardous materials, and oil spill programs.

### **Donal Boursier**

Don Boursier is a veteran of 30 years in the fire service and a National Wildfire Coordinating Group (NWCG) certified Fire Behavior Analyst (FBAN). He is the chairman of the NWCG's Fire Behavior Sub-Committee, a program lead for the National Fire and Resource Institute (Tucson, AZ) fire behavior cadre, and lead instructor for the National S-590 Advanced Fire Behavior course. He is one of the only 50 in the nation certified at his expert level to perform FBAN work, and routinely conducts this function for Type 1 National Incident management Teams throughout the United States. He is currently serving as a member of the National Serious Accident Investigation Team for a fire line fatality on the Modoc National Forest. In 2013, he served as an FBAN for the Rim Fire, the third largest wildfire in the California history. He is also a Geographic Information Systems Specialist and is fully capable of design, development, and production of GIS based mapping products. Don is expert in the application of fire behavior prediction software including FARSITE, FlamMap, BehavePlus, Wildland Fire Assessment System (WFAS), and related contemporary systems. Chief Boursier has over 30 years' of fire service experience and is currently serving as the Assistant State Fire Management and Safety/Logistics Officer for the Arizona State Forestry Division. He has prior service as a wildland fire captain with the Orange County Fire Authority. He has contributed to the development of many wildland and community pre-fire protection plans. Don holds a B.S. in Biology and a B.S. in Vocational Education.

## **Don Forsyth**

Chief Forsyth is a veteran of 42 years in the fire service, retiring in 2012 from the Orange County Fire Authority as a Battalion Chief. Since that time, he has been employed part-time as a Battalion Chief with the La Verne, CA Fire Department. where his primary role has been to support large wildfires. He has former service with the California Department of Forestry and Fire Protection. Don is an Operations Branch Director for a Type 1- National Incident Management Team. California Team 5 (Carlton Joseph, Incident Commander), and deploys to major wildfires throughout the United States. He is also qualified nationally as an Operations Section Chief (Type 2). Chief Forsyth maintains additional qualifications in the National Urban Search and Rescue program and is an Operations Section Chief for a Federal Emergency Management Agency Incident Support Team. In that assignment he has supported operations at Hurricane Katrina, and other natural disasters. Chief Forsyth has an Associate's Degree in Fire Technology and is pending completion of his National Fire Academy Executive Fire Officer certificate. Don is an alternate member of the Rohde & Associates Orange County team.

## Matt Turner

Matt is a Geographic Information System (GIS) specialist with over 20 years of GIS experience, and a specialist in fire services GIS and wildfire planning. He currently serves with the San Diego County Fire Authority/Cal-Fire, San Diego Unit, and has worked with Rohde & Associates in the development of WUI Community fire plans for the last two years. He has prior service with the San Diego Police Department, and other public agencies, including 12 years of public safety service. He holds a BA in Geography with an emphasis is geospatial analysis from San Diego State University, including a certificate from SDSU in GIS. He is incident command system qualified as a GIS Specialist with over 30 wildland fires experience.

#### PARTNERSHIP STRENGTH AND VALUE-ADDED BENEFITS

Rohde & Associates shares a long and rich history with the OCFA, as most of our team worked a career with the organization. Our offices and homes are here. Through that history, we have developed unique and exceptional knowledge of Orange County, as well as the county's demographics, risks, and public safety organizations. Our team members have served as the principal command for the majority of the County's wildland fires during the last 25 years, including the Laguna, Santiago (series), Freeway, and many other fires. Our knowledge of fire behavior, impact on local communities, successful firefighting tactics and strategy, and public protection/evacuation challenges is unique among potential vendors. We feel a strong attachment to the Orange County community.

From past experience, we know that much is to be gained from this process in addition to planning. Several "added values" to this proposal exist. Chief among them will be the stronger inter-agency/Unified approach that will be an outcome

of the planning process. This will be especially true of fire and law joint command. Planning will advance the preparedness of pubic safety agencies and their cooperators in dealing with crisis, and "institutionalize" best practices into inter/disciplinary response plans. Another benefit will be the ability to react quickly to rapidly developing wildfire threats. Responders will be aware of options for high risk sites that achieve best potential outcomes during worst possible scenarios.

Many of our past planning participants cite that they learn new skills and knowledge that is valuable for command and response. We view this process as a training opportunity and welcome participation from many levels within participating organizations. Fire planning improves safety of responders by identifying hazards and limitations of commitment, as well as safety and refuge for both public and responders who are suddenly entrapped in WUI fires. Our planning process also frequently identifies conflicting tactics where responders were unaware of the mutli-disciplinary impacts. An example is a condition where fire responders wish to backfire from a given road or make a stand with engine companies, yet law enforcement viewed the same road as a critical evacuation asset. Planning helps compensate for these conflicts and arrange for alternates or joint use.

Finally, these plans will be developed using the State of California/FIRESCOPE's relatively new Wildland Urban Interface firefighting terminology, practices, and standards. These standards were only developed recently and are absent in legacy planning. These updates and new standards will be fully captured in the fire plans and allow the client access to state-of-the-art concepts.

#### OFFER/COST PROPOSAL

Rohde & Associates proposes the following elements as a flat rate fee:

#### 1. Project initiation Fee: \$5,000

\* For Project initiation activities described in Task One, including program introductory meetings and coordination, initial research and development. *This fee applies the first year of the contract only and is payable upon contract award*. This fee is also incorporated into the cost of the first 25 plans in 2, below.

#### 2. Price per plan:

First 25 plans (includes project initiation fee): \$5,000 per plan/ \$125,000 total Subsequent Plans #26-40): \$4,800 per plan/ \$72,000 total Additional plans may be added at the subsequent plan rate up to a total of 60.

## 3. Hourly rate/Hours:

Planning: \$100.00/hour, 48.00 hours (average) per plan.

Project Start Up: \$100/hour, 50 hours total, 1st year of contract only.

- 4. A minimum of 12 plans shall be contracted within the first year of the award for services to be made available at the level described within this proposal. Lesser levels of contracted work may be undertaken but may require revision of the work force/project team, or other elements described.
- 5. The consultant will extend this pricing on request for a total contract period of up to 5 years.

Total 3 year Project Proposal (Plans 1-40): \$197,000

## Contract Terms

## Payment Net 30 days

Late fee: A late fee of 15% may be assessed for payment delayed 30 days, compounded every 30 days thereafter.

Site meeting cancelation fee: Rohde & Associates may be reimbursed for 4 hours staff time if a same-day site planning meeting is cancelled after the consultant team has initiated travel to scheduled meetings, and no alternate work can be arraigned. The fee for 4 hours shall be \$1,500.00, and shall be in addition to the contract's base rate. The intent of this clause shall be to promote scheduled event occurrence, and may be waived for developing major emergency conditions.

#### Agreement Terms

All other conditions and requirements of the RFP are acceptable to the consultant, unless specifically modified above.

#### APPENDIX A - OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal if by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Firm's Legal Name:	ROHDE & ASSOCIATES	
Firm Parent or Owners	MICHAEL S. ROHDE, OV	VNER :
Address: 30	VIA GATILLO, RANCHO SANTA	A MARGARITA, CA 92688
Firm Telephone No.	(949) 275-4545	Firm Fax No.
Firm's Tax I.D. Number	14-1963345	Incorporated: YES NOX
Legal form of company	(partnership, corporation, joint venture)	SOLE PROPRIETERSHIP
Length of time your firm	has been in business: 28 YEARS	Length of time at current location: 2 YEARS
Number of employees a	and Number of Current Clients -	10 EMPLOYEES 5 CLIENTS
	son responsible for direct co	ontact with the Orange County Fire Authority and (RFP).
Name: MIC	CHAEL S. ROHDE	Title: CEO/PRINCIPAL CONSULTANT
Telephone No.: (9	149)275-4545	E-mail: MICHAELSROHDE@GMAIL.COM
Person responsil	ble for the day-to-day servicin	g of the account:
Name: MIC	HAEL S. ROHDE	CEO/PRINCIPAL CONSULTANT
Telephone No.:	49)275-4545	E-mail: MICHAELSROHDE@GMAIL.COM

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes (No) If yes, you are required to submit form/s (see Appendix F).

<sup>\*</sup>For additional information please see page 14 "Campaign Contribution Disclosure".

## APPENDIX B - REFERENCES ROHDE & ASSOCIATES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

1. Customer Agency Name	San Diego Fire-Rescue Department
Contact Individual & Title	Brian Fennessy, Assistant Chief/Operations Chris Webber, Deputy Chief/Shift Commander Scott Wahl, Lieutenant/Police Dept.
E-mail/Telephone number	Chief Fennessy: <u>bfennessy@sandiego.gov</u> (619)980-0894
	Chief Webber: <u>cwebber@sandiego.gov</u> (619)550-7979
	Lt. Wahl: <u>swahl@pd.sandiego.gov</u> (619)869-550-7979
Date of Project & Description of services provided including contract	2014- Present
amount	Ten WUI Fire Pre-Plans for urban and suburban high risk settings within the City of San Diego. \$50,000 in UASI grant funds.

2. Customer Agency Name	San Diego Rural Fire Protection District/San Diego County Fire Authority/Cal-Fire-San Diego Unit (All areas administered by Cal Fire-San Diego Unit
Contact Individual & Title	Jeff Lannon, Battalion Chief/Operations Dave Nissen, Deputy Chief
E-mail/Telephone number	jeff.lannon@fire.ca.gov (619)961-7607
	dave.nissen@fire.ca.gov (619)669-7607
Date of Project & Description of services provided including contract amount	2014- Present  Seven WUI Fire Pre-Plans within the San Diego Rural Fire Protection District. \$28,000 in local govt. funds.
	Seventeen WUI Fire Pre-Plans within the San Diego County Fire Authority, San Miguel FPD, Ramona FPD, Deer Springs FPD or State Responsibility Area of San Diego County, using \$85,000 in UASI grant dollars.

## APPENDIX B – REFERENCES ROHDE & ASSOCIATES

3. Customer Agency Name	Alpine Fire Protection District
Contact Individual & Title	Bill Paskle, Fire Chief Brad Rushing, Division Chief/Operations Mario Zermino, Lt., San Diego County Sheriff
E-mail/Telephone number	Chief Paskle: <u>bpaskle@alpinefire.org</u> Chief Rushing: <u>brushing@alpinefire.org</u> (619)445-2635
	Lt. Zermino: MarioZermino@sdsheriff.org (619)659-2602
Date of Project & Description of services provided including contract amount	2014-Present  Four WUI Fire Pre-Plans within and adjacent to the Alpine FPD in San Diego County. \$20,000 in UASI grant funds.

4. Customer Agency Name	Southern California Edison
Contact Individual & Title	Ken Herrera, Environmental Services Manager
E-mail/Telephone number	Kenneth.Herrera@sce.com (805) 490-7111
Date of Project & Description of services provided including contract amount	Management of Transmission & Distribution Business Unit's Marine Oil Spill Compliance Program. Program includes development and maintenance of Utility wide marine oil spill contingency plan, ICS/Spill Management Team training, Government required exercise, emergency response support and technical services, contractor management \$70,000-\$150,000 annually

Additional references related to Wildland Urban Interface Planning (2014-2015):

- 5. Fire Safe Council of San Diego County- Bob Robeson, (Lakeside area) <u>bobroby@cox.net</u>
- 6. San Diego Gas and Electric- Randy Lyle, Fire Coordinator Rlyle@semprautilities.com
- 7. San Diego County Fire Chief's Assn.- Don Butz, President <a href="mailto:dbutz@viejas-nsn.gov">dbutz@viejas-nsn.gov</a>
- 8. San Diego County Red Cross-Suzy Turnbull, Director <u>Susy.turnbull@redcross.org</u>
- 9. San Diego Regional UASI Program, Mike Scott, Manager MScott@sdrtp.com

1. Provide your firm's background and project summary, including what your firm's core business and competencies are.

Rohde & Associates is a small business dedicated to consulting in the fire, emergency management, and environmental planning, training, and response disciplines. Our core business includes Wildland-Urban Interface Fire Planning as 75% of our business. Other business lines include fire, incident command, and hazardous materials/oil spill training and exercise, and emergency planning. We maintain a group of employees who are subject matter experts in these disciplines and possess decades of emergency response and management experience.

2. Provide a list of prospective staff/team members to be used on this project as subject matter experts with their resumes. Provide details on specific fire behavior training, wildland fire operational and planning experience. Include and National Wildfire Coordinating Group (NWCG) training that will demonstrate why you and your team are the best suited for this project.

Rohde and Associates ICS Training and Experience

IQCS	Rohde	Clayton	Hawkins	Summers	Forsyth	Boursier	Turner
ICT1		Х					
ICT2			Х				
ICT3	Х						
LO				Х			
SO					- 55	Х	
OPSC 1		Х					
OPSC 2	X- inst.	X-inst.	X- inst.	Х	Х		
OPBD	Х	Х	Х	Х	Х		
PSC1	Х						
RESU				Х			
FBAN						X-inst.	
S-590							
STPS	X- inst	X					
Adv. Fire	X-	Х	Х	Х	Х	X-inst.	
Behavior	inst.						
S-490							
DIVS	X-inst.	Х	X-inst.	Х	Х	Х	
STEL	X-inst	Х	X-inst	Х	X-inst		
ENGB						X	
GISS							Х
S-219	Х	Х	Х				
Firing							
Boss							
S215-WUI	X-inst	X-inst	X-inst	Х	Х	Х	

IQCS	Rohde	Clayton	Hawkins	Summers	Forsyth	Boursier	Turner
S-420	1						
Command/	X- inst.	X-inst.	X		2.5		
Gen Staff	= = 11		50 0	8 th - 121	00	= ===	
ICS							
300/400	X- inst.	X-inst.	X-inst.	X	X- inst.		
HM Spec	X- inst.			Х			

<sup>\*</sup> inst.- instructor

# 3. Describe your experience in developing Wildland Urban Interface Fire Emergency Response Plans.

Rohde and Associates has developed 57 WUI fire plans using the same formats and process as described in the RFP in the last 2 years. Over 80 WUI fire plans have been completed within the last 10 years. Additional detail is provided in the RFP, above. To our knowledge, we are the only consultant currently preparing plans using new California/FIRESCOPE WUI guidelines.

## 4. Describe your experience in understanding wildland fire behavior.

Leading the fire behavior assessment element for Rohde & Associates is Don Boursier, a Fire Behavior expert. He is the National Program Lead for Fire Behavior with the National Wildfire Coordinating Group, the lead instructor for the National Fire Behavior Analyst Course (S-590), and is a Type 1 Fire Behavior Analyst. He leads the fire behavior analysis effort for the consultant.

All site assessment staff have completed Advanced Wildfire Behavior, S-490. Mike Rohde and Boursier and S-490 Instructors. All site assessment staff have decades in professional observation and interpretation of fire behavior and weather during wildfire command and response.

# 5. Describe your experience utilizing geographical information systems to collect and display emergency response plans.

GIS mapping has been the principal means of completion of all fire emergency response planning cited in response in the consultants RFP experience. (80 pre-fire plans)

This proposal would utilize a GIS Specialist with a decade of experience in fire mapping to provide expert "Help Desk consultation to OCFA GIS professionals and consultant staff as they engage in project support work.

# 6. Describe your experience in utilizing fire behavior modeling to develop WUI fire plans.

The consultant uses advanced fire behavior prediction technology only available to Federally licensed Type 1 Fire Behavior Analysts. Less than 100 of these licensed individuals are available within the United States. The modeling uses nearly 1,000 calculations including historical fire weather and behavior, fuels, topography, current weather, and professional inputs to develop projections that maintains +/- 2% accuracy. This data also requires geo-spatial interpretation. Rohde & Associates leads the industry in utilizing this technology for planning purposes.

The "Behave Plus" model has been used to develop fuels information. "Flam Map 5", in conjunction with "FireFamilyPlus"/Arc GIS has been used to model fire projection and trajectory.

## 7. Describe your experience in incident management principles in a wildland urban interface fire.

The Rohde & Associates team includes individuals (Rohde/Hawkins/Forsyth/Summers) who served as the Initial Incident Commander, Operations Section Chief, Planning Section Chief, Operations Branch Director, and Division Supervisor on all of the large wildland fires in Orange County (and throughout the western United States) during the last 25 years, including the Freeway, Santiago, and Laguna wildfires. Chief Clayton was the Operations Section Chief on the Pines Fire (MVU) and the Deputy IC on the Cedar Fire (MVU), and has served in many command positions on major wildfires throughout the United States.

Additionally Rohde, Hawkins, and Clayton have authored seminal papers, articles, and books on firefighting in the WUI:

Rohde: Command Decisions During Catastrophic Interface Wildfire (paper)

Rohde: Wildland-Urban Interface Operating Principals, Cal Fire (book contributor) Rohde: Structural defense and Firefighter Entrapment on the Station Fire (article)

Clayton: Wildfire Principals (book)

Hawkins: Operations Section Chief, NWCG Course

Rohde & Clayton: Wildland Fire Risk Assessment Matrix System (application)

# 8. Describe your experience and understanding of public safety voice communication systems in a multi-agency incident.

The consultant possess expert experience in designing and executing policy and procedure for wildland fire dispatch, command, and control. Rohde & Associates staff have authored mutual aid agreements, dispatch procedures, and have participated in deployment studies and related developments that have integrated communications systems.

The principal consultant authored a regional wildfire deployment plan for Orange County in 2010 (RAMP) which guides dispatch and total commitment of multi-agency firefighting resources within the first hour of a major emergency. Staff are expert in defining resource deployment during dispatch, and have considerable experience in adapting dispatch practices to high fire danger or resource draw-down situations, including prioritization of emergencies. R&A staff have served as Agency Representatives to California Office of Emergency Services/FIRESCOPE Multi-Agency Coordination meetings and conference calls during periods of high fire activity.

# 9. Describe your experience in collaborating with multiple stakeholders to develop emergency response plans.

Consultant staff are exceptionally experienced in bringing together diverse professional interests and stakeholders to complete WUI fire planning fire planning, completing 57 inter-agency, interdisciplinary fire plans within the last 2 years through a collaborative process. Non-governmental organizations, environmental groups, property owners, emergency operations centers, animal care institutions, public constituencies, fire safe councils and other stakeholders, in addition to traditional public safety groups have been integrated into cooperative ventures that have produced quality fire plans.

We have successfully developed plans in sensitive environmental habitat and political landscapes, under conditions where previous planning attempts have failed, and in situations where consensus has been difficult to achieve.

We believe that consensus and stakeholder acceptance of fire plans is essential to their value and outcome, and extend efforts to ensure fire planning is inclusive and participatory.

Offeror.

## APPENDIX D - PRICING PAGE

Proposal Costs - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal on a per plan cost. In addition, please provide the approximate number of hours required to prepare each of the individual plans. Any additional fees outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said fees. Consultant's RFP response must be inclusive of all costs and expenses associated with the plans. OCFA will not separately reimburse costs not included in the proposal.

Preparation of WUI Prefire Plans							
DESCRIPTION OF SERVICES	# of plans	Cost Per II	Extended Total				
Phase I – Consulting and services required to complete 25 WUIPP Plans before February 1, 2016. Provide the total cost for completion of each plan – provide details below on the estimated number of hours to complete each plan and the hourly rate that was applied.	25	\$5,000	\$ 125,000				
Phase II - Completion of additional plans	15	\$4,800	\$ 72,000				
Total			\$ 197,000				

1+///,000
1. Provide the estimated number of hours and the hourly rate used for the cost per plan amount show above.  Hours PLANNING RATE = \$\frac{4}{100}   HR \times 48 \times   \rho_1 \rho_2 \rho_3   \rho_4 \rho_5 \rightarrow \rho_2 \rightarrow \rho_4 \rightarrow \rho_5 \rho_5 \rightarrow \rho_5 \rho_
HOURCY PLANNING RATE = \$ 100 / HR X. 48 HAS / PLAN (40) = \$ 192,00 PROJECT STARTUP = \$ 100 / HR. X 50 HRS = \$ 5,000 (15T VEAL ONLY)
2. It is possible that additional areas could be identified. Would you be able to provide addition plans at the cost per plan provided above? Please explain. The No. 10 TO SUSYM TERM.
3. "PIGGYBACK" CLAUSE. Offeror shall indicate below if he will extend the same prices, terms, ar conditions of the proposal to other public agencies: Yes No Offeror's response to the question will not be considered in award of contract. When the Offeror extends the prices, term and conditions of this proposal to other public agencies, the contract shall be between Offeror are the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts.
4. Any additional information you would like OCFA to consider.
( COST BASED UPON MINIMUM 12 PLANS / YEAR
) PROJECT SYNATUP FEE (\$5,000) DUE AT PROJECT INITIATION
<ol> <li>Provide the estimated time needed to complete the fire 25 plans, and the time required to complete all 40 plans for the entire project.</li> </ol>
15+ 25 PLANS! 4-5 MONTHS, SECOND 15 PLANS: 6 MONT
<u>erm of Offer</u> : It is understood and agreed that this offer may not be withdrawn for a period of on undred eighty days (180) from the Proposal Submittal Deadline, and at no time in case of successf
undien cienti data i 1997 nom the 1 1999ad Cuphilla Deadine, and at no tille ill 635 of 3066533

## APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP DC2056 for WUIPP Consulting and Plans, the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. If there are any exceptions they must be stated in an attachment included with the offer.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

#### TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

KOHDE &	Account		
Name of Firm	JIJAULINIE)		
30 VIA 6	ATILLO		
Address RANCHO SAN	IN MARGARITH	1 CA 92688	
City /	State	Zip	<del></del>
11/1/8		Auc 7,2015	
Signature of Person Authorize	d to Sign	Date	
MICHAEL S. RO	HDF	CEO / PRINCIPA	AL CONSULTANT
Printed Name		Title	