



# ORANGE COUNTY FIRE AUTHORITY AGENDA

## Human Resources Committee Special Meeting

Wednesday, July 15, 2015

11:00 AM

### Orange County Fire Authority Regional Fire Operations and Training Center

1 Fire Authority Road

Room AE117

Irvine, California 92602

Dave Shawver, Chair

Warren Kusumoto, Vice Chair

Noel Hatch Gene Hernandez Al Murray Phil Tsunoda

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 Human Resources 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 <http://www.ocfa.org>

If you wish to speak before the Human Resources 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. Speaker Forms are available on the counter noted in the meeting 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. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

### CALL TO ORDER

**PLEDGE OF ALLEGIANCE** by Director Tsunoda

### ROLL CALL

### PUBLIC COMMENTS

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.

**1. PRESENTATIONS**

No items.

**2. MINUTES**

**A. Minutes from the June 2, 2015, Regular Human Resources Committee Meeting**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

**3. CONSENT CALENDAR**

No items.

**4. DISCUSSION CALENDAR**

**A. Award of RFP # DC2001 – Class & Compensation Study Services**

Submitted by: Jeremy Hammond, Human Resources Director

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of July 16, 2015, with the Human Resources Committee's recommendation to approve the contract awards to CPS HR Consulting and Ralph Andersen & Associates in an aggregate amount not to exceed \$100,000 annually and to approve two additional renewal options based on need and contract performance.

**COMMENTS**

**HUMAN RESOURCES DIRECTOR'S COMMENTS**

**LEGAL COUNSEL'S COMMENTS**

**COMMITTEE MEMBER COMMENTS**

**CLOSED SESSION**

**CS1. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation  
(4 cases)

**CLOSED SESSION REPORT**

**ADJOURNMENT** – The next regular meeting of the Human Resources Committee will be August 4, 2015, at 12 noon.

**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 9<sup>th</sup> day of July 2015.

---

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

**UPCOMING MEETINGS:**

Budget and Finance Committee Special Meeting	Wednesday, July 15, 2015, 12:00 noon
Claims Settlement Committee Meeting	Thursday, July 16, 2015, 5:30 p.m.
Executive Committee Meeting	Thursday, July 16, 2015, 6:00 p.m.
Board of Directors Special Meeting	Thursday, June 23, 2015, 5:30 p.m.

# MINUTES

## ORANGE COUNTY FIRE AUTHORITY

**Human Resources Committee Meeting**  
**Tuesday, June 2, 2015**  
**12:00 Noon**

**Regional Fire Operations and Training Center**  
**Room AE117**  
1 Fire Authority Road  
Irvine, CA 92602

---

### CALL TO ORDER

The meeting of the Orange County Fire Authority Human Resources Committee was called to order on June 2, 2015, at 12:02 p.m. by Chair Shawver.

### PLEDGE OF ALLEGIANCE

Assistant Chief Lori Zeller led the assembly in the Pledge of Allegiance to our Flag.

### ROLL CALL

**Present:** Noel Hatch, Laguna Woods  
Al Murray, Tustin  
David Shawver, Stanton  
Warren Kusumoto, Los Alamitos  
Phillip Tsunoda, Aliso Viejo

**Absent:** Gene Hernandez, Yorba Linda

### Also present were:

Fire Chief Jeff Bowman  
Assistant Chief Dave Thomas  
Human Resources Director Jeremy Hammond  
Legal Counsel Barbara Raileanu

Assistant Chief Mike Schroeder  
Assistant Chief Lori Zeller  
Clerk of the Authority Sherry Wentz

### PUBLIC COMMENTS

Chair Shawver opened the Public Comments portion of the meeting. Hearing no response, Chair Shawver closed the Public Comments portion of the meeting.

## **1. PRESENTATIONS**

No items.

## **2. MINUTES**

### **A. Minutes from the May 5, 2015, Regular Human Resources Committee Meeting (F:12.02D2)**

On motion of Director Hatch and second by Director Murray, the Committee voted to approve the Minutes from the May 5, 2015, regular meeting as submitted. Director Tsunoda was absent for the vote. Vice Chair Kusumoto was recorded as an abstention, due to his absence from the meeting.

## **3. CONSENT CALENDAR**

No items.

## **4. DISCUSSION CALENDAR**

### **A. Healthy Workplace Healthy Family Act (F: 17.02C)(X: 17.02)**

Human Resources (HR) Director Jeremy Hammond provided an overview of the Healthy Workplace Healthy Family Act.

On motion of Director Murray and second by Director Hatch, the Committee voted to direct staff to prepare an amendment to the Personnel and Salary Resolution to implement the provisions of the Healthy Workplace Healthy Family Act. Director Tsunoda was absent for the vote.

### **B. Creation of New Job Classification (F: 17.18)**

HR Director Jeremy Hammond provided a report on the Creation of New Job Classification for the Assistant Chief of Organizational Planning.

Director Tsunoda arrived at this point (12:25 p.m.)

On motion of Director Hatch and second by Vice Chair Kusumoto, the Committee voted unanimously to direct staff to prepare and present a job description for the Assistant Chief of Organizational Planning with a corresponding salary range at the Executive Committee meeting of June 18, 2015, for review and approval.

## **HUMAN RESOURCES DIRECTOR'S REPORT (F: 12.02D6)**

HR Director Jeremy Hammond provided an update on the development of the Professional Standards Unit, HR staffing changes approved by the FY 15/16 budget, and an update on the current Firefighter Trainee recruitment.

Minutes

OCFA Human Resources Committee Meeting

June 2, 2015 Page - 2

**LEGAL COUNSEL’S COMMENTS (F: 12.02D7)**

Legal Counsel Barbara Raileanu provided an update on the Superior Court ruling in the case of Poole vs. OCFA.

**COMMITTEE MEMBER COMMENTS (F: 12.02D4)**

Director Murray thanked OCFA staff for their assistance at a home fire in the City of Tustin. He also commended staff on a successful community outreach partnership with the Tustin Police Department.

Director Hatch inquired about the recent Laguna Woods bicycle accident. Assistant Chief Dave Thomas indicated the investigation would be completed by the Orange County Sheriff’s Department. Director Hatch also congratulated General Counsel David Kendig’s son on his recent “Vocal Artist of the Year” award.

Chair Shawver requested a discussion on personnel consequences of AB 1217 be considered for the next meeting. Chair Shawver also spoke in favor of hosting an OCFA Annual Picnic.

**CLOSED SESSION (F: 12.02D5)**

Chair Shawver reported the Committee would be convening to Closed Session to consider the matter on the Agenda identified as CS1, Conference with Legal Counsel-Anticipated Litigation.

Chair Shawver recessed the meeting to Closed Session at 12:53 p.m.

**CS1. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation  
(5 cases)

Chair Shawver reconvened the meeting at 1:35 p.m., with a prior members present.

**CLOSED SESSION REPORT (F: 12.02D5)**

Legal Counsel Barbara Raileanu indicated the Committee had taken no reportable actions.

**ADJOURNMENT** - Chair Shawver adjourned the meeting at 1:36 p.m. The next regular meeting of the Human Resources Committee is scheduled for Tuesday, July 7, 2015, at 12:00 noon.

---

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

**Human Resources Committee Meeting  
July 15, 2015**

**Agenda Item No. 4A  
Discussion Calendar**

---

**Award of RFP # DC2001 – Class & Compensation Study Services**

---

**Contact(s) for Further Information**

Jeremy Hammond, Director [jeremyhammond@ocfa.org](mailto:jeremyhammond@ocfa.org) 714.573.6018  
Human Resources Department

Brigette Gibb [brigettegibb@ocfa.org](mailto:brigettegibb@ocfa.org) 714.573.6353  
Employee Relations Manager

**Summary**

This agenda item is submitted to the Human Resources Committee to recommend approval of a contract award for as needed classification and compensation study services, to the two top ranked firms in the RFP process, CPS HR Consulting and Ralph Andersen & Associates.

**Prior Board/Committee Action**

Not applicable.

**Recommended Action(s)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of July 16, 2015, with the Human Resources Committee's recommendation to approve the contract awards to CPS HR Consulting and Ralph Andersen & Associates in an aggregate amount not to exceed \$100,000 annually and to approve two additional renewal options based on need and contract performance.

**Impact to Cities/County**

Not applicable.

**Fiscal Impact**

Funding is included in the approved FY 2015/16 budget.

**Background**

The recent Memorandum of Understanding (MOU) that was negotiated between the OCFA and the Orange County Employees' Association (OCEA) provides for classification studies of pre-identified classifications. The MOU requires that these studies are performed by a third party classification and compensation consultant. The MOU also indicates that OCEA would be permitted to have one member on the consultant selection committee.

On March 5, 2015, a Request for Proposal (RFP) was issued and 107 firms were notified. A pre-proposal meeting was not scheduled for this solicitation. Four proposals met the due date and time on March 26, 2015.

An evaluation team consisting of staff members from Human Resources, Finance, and Community Risk Reduction with representation from OCEA reviewed the proposals. Based on

the rankings, CPS HR Consulting and Ralph Andersen & Associates were invited to participate in an interview process. After the final scoring, it was determined that establishing blanket orders with both firms would provide the best option for OCFA. Both firms agreed to hold their hourly rates for up to three years.

The RFP was written broadly with the intention that as classification and/or compensation studies are required, Human Resources staff would contact the awarded firms the detailed scope of work and the studies could then be assigned to the firm that can best meet the required deadlines of each specific study.

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 as needed contracts for classification and compensation services be awarded to CPS HR Consulting and Ralph Andersen & Associates. It is recommended that these contracts be approved for the initial one year contract (for up to \$50,000 each, not to exceed \$100,000 annually) and to provide approval for two additional one year renewal options with the same conditions based upon the agency's needs and contract performance.

**Attachment(s)**

1. Summary of Proposals and Evaluation Results
2. Professional Service Agreements



**ORANGE COUNTY FIRE AUTHORITY**  
**DC2001 – Class & Compensation Study Services**  
**Summary of Proposals and Evaluation Results**

Proposals Received	<b>CPS HR Consulting</b>			<b>Ralph Andersen &amp; Associates</b>		
<b>Hourly Cost Proposal</b>	<b>120.00/hour</b>			<b>125.00/hour</b>		
Evaluators	1	2	3	1	2	3
A. Method of Approach (15)	15	13	15	15	13	15
B. Qualifications & Exp. (30)	28	25	30	30	25	30
C. Technical Compliance (15)	15	15	15	15	15	15
D. Character, Judgment (10)	10	10	10	8	10	10
E. Proposed Costs (30)	30	30	30	29	29	29
Sum of Proposal Scores	98	93	100	97	92	99
Proposal Ranking	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>
<i>Sum of Ranking</i>	<b>3</b>			<b>6</b>		
Interview/Questions (40)	30	-	30	30	-	30
Total	<b>128</b>	<b>93</b>	<b>130</b>	<b>127</b>	<b>92</b>	<b>129</b>
Ranking w/ interview	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>
<i>Sum of Ranking w/ interview</i> <b>*Highest ranked firms</b>	<b>3*</b>			<b>6*</b>		
Proposals Received	<b>Koff &amp; Associates</b>			<b>Hay Group</b>		
<b>Hourly Cost Proposal</b>	<b>125.00/hour</b>			<b>450.00/hour</b>		
Evaluators	1	2	3	1	2	3
A. Method of Approach (15)	14	10	10	10	10	10
B. Qualifications & Exp. (30)	25	20	25	25	15	20
C. Technical Compliance (15)	15	5	10	10	10	15
D. Character, Judgment (10)	10	5	7	5	0	5
E. Proposed Costs (30)	29	29	29	8	8	8
Sum of Proposal Scores	93	69	81	58	43	58
Proposal Ranking	<b>3</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>4</b>	<b>4</b>
<i>Sum of Ranking</i>	<b>9</b>			<b>12</b>		
Interview/Questions (50)						
Total						
Ranking w/ interview						
<i>Sum of Ranking w/ interview</i> <b>*Highest ranked firm</b>	<b>9</b>			<b>12</b>		

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 20th day of July, 2015, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Ralph Andersen & Associates, a California corporation, hereinafter referred to as "Firm".

**RECITALS**

WHEREAS, OCFA requires the services of a firm to perform Classification and Compensation studies on an as needed basis, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated March 26, 2015 in response to RFP DC2001, 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 Licenses and Permits.**

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

### **1.4 Familiarity with Work.**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the requirements 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 Manager.

### **1.5 Care of Work.**

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

### **1.6 Additional Services.**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the original Agreement sum must be approved in writing by the Purchasing and Materials Manager. Any greater increase must be approved by in writing by the Executive Committee.

## **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," in an amount not to exceed \$50,000 annually.

**3.2 Method of Payment.**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's 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, upon receipt of Firm's invoice.

**3.3 Changes.**

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

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

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

**3.4 Appropriations.**

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

**4. PERFORMANCE SCHEDULE**

**4.1 Time of Essence.**

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

#### **4.2 Schedule of Performance.**

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's proposal. The extension of any time period specified must be approved in writing by the Contract Manager.

#### **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 Manager 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 Manager's judgment such delay is justified, and the Contract Manager's determination shall be final and conclusive upon the parties to this Agreement.

#### **4.4 Term.**

This Agreement shall commence on approval of Executive Committee (tentatively scheduled for approval at the July 16, 2015 meeting) and continue for a period of one (1) year, through June 30, 2016, with the option to extend the Agreement for two (2) additional periods of one (1) year unless earlier terminated as provided herein or as otherwise agreed to in writing by 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: Doug Johnson, Vice President.

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 Manager.**

The Contract Manager shall be Brigette Gibb, Employee Relations Manager, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Manager 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 Manager. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Manager.

### **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. INSURANCE AND INDEMNIFICATION**

### **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, officials, employees and agents, 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 in any way related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's sole negligence or willful misconduct or that of its officers, officials, employees or agents.

## **7. RECORDS AND REPORTS**

### **7.1 Reports.**

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

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

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

orientation, 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, sexual orientation, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality.**

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

### **10.2 Notice.**

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

Orange County Fire Authority  
Attention: Brigitte Gibb,  
Employee Relations Mgr.  
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:

Ralph Andersen & Associates  
Attention: Doug Johnson  
5800 Stanford Ranch Road, Suite 410  
Rocklin, CA 95765

### **10.2 Integrated Agreement.**

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

### **10.3 Amendment.**

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

### **10.4 Severability.**

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

#### **10.5 Corporate Authority.**

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

**[Signatures on Following Page]**

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Jeff Bowman, Fire Chief

**APPROVED AS TO FORM.**

**ATTEST:**

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

DAVID E. KENDIG  
GENERAL COUNSEL

\_\_\_\_\_

Sherry A.F. Wentz  
Clerk of the Board

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

**“FIRM”**

**RALPH ANDERSEN & ASSOCIATES**

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

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

Robert Burg, Executive Vice President

EXHIBIT "A"

(Response to RFP DC2001 – Classification and Compensation Study Services)

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 20th day of July, 2015, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and CPS HR Consulting, a governmental Joint Powers Authority (JPA) of the State of California, hereinafter referred to as “Firm”.

**RECITALS**

WHEREAS, OCFA requires the services of a firm to perform Classification and Compensation studies on an as needed basis, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated March 26, 2015 in response to RFP DC2001, 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 Licenses and Permits.**

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

### **1.4 Familiarity with Work.**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the requirements 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 Manager.

### **1.5 Care of Work.**

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

### **1.6 Additional Services.**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the original Agreement sum must be approved in writing by the Purchasing and Materials Manager. Any greater increase must be approved by in writing by the Executive Committee.

## **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," in an amount not to exceed \$50,000 annually.

#### **3.2 Method of Payment.**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's 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, upon receipt of Firm's invoice.

#### **3.3 Changes.**

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

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

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

#### **3.4 Appropriations.**

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

### **4. PERFORMANCE SCHEDULE**



#### **4.1 Time of Essence.**

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

#### **4.2 Schedule of Performance.**

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's proposal. The extension of any time period specified must be approved in writing by the Contract Manager.

#### **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 Manager 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 Manager's judgment such delay is justified, and the Contract Manager's determination shall be final and conclusive upon the parties to this Agreement.

#### **4.4 Term.**

This Agreement shall commence on approval of Executive Committee (tentatively scheduled for approval at the July 16, 2015 meeting) and continue for a period of one (1) year, through June 30, 2016, with the option to extend the Agreement for two (2) additional periods of one (1) year unless earlier terminated as provided herein or as otherwise agreed to in writing by 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: Vicki Quinero Brashear, Director of Products and Services.

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 Manager.**

The Contract Manager shall be Brigette Gibb, Employee Relations Manager, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Manager 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 Manager. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Manager.

## **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. INSURANCE AND INDEMNIFICATION**

## **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, officials, employees and agents, 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 in any way related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's sole negligence or willful misconduct or that of its officers, officials, employees or agents.

## **7. RECORDS AND REPORTS**

### **7.1 Reports.**

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

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

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract m. 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 Manager 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, sexual orientation, 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, sexual orientation, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality.**

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

### **10.2 Notice.**

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

Orange County Fire Authority  
Attention: Brigette Gibb  
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:

CPS HR Consulting  
Attention: Vicki Quintero Brashear  
241 Lathrop Way  
Sacramento, CA 95826

### **10.2 Integrated Agreement.**

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

**10.3 Amendment.**

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

**10.4 Severability.**

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

**10.5 Corporate Authority.**

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

**[Signatures on Following Page]**

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Jeff Bowman, Fire Chief

**APPROVED AS TO FORM.**

**ATTEST:**

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

DAVID E. KENDIG  
GENERAL COUNSEL

\_\_\_\_\_

Sherry A.F. Wentz  
Clerk of the Board

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

**“FIRM”**

**CPS HR CONSULTING**

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

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

Vicki Quintero Brashear  
Director of Products & Services



EXHIBIT "A"

(Response to RFP DC2001 – Classification and Compensation Study Services)