



ORANGE COUNTY FIRE AUTHORITY

AGENDA

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

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, June 27, 2013
6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road
Irvine, CA 92602

Unless legally privileged, all supporting documentation and any writings or documents provided to a majority of the Executive Committee after the posting of this agenda, which relate to any item on this agenda will be made available for public review in the office of the Clerk of the Authority located on the 2nd floor of the OCFA Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602, during regular business hours, 8:00 a.m. - 5:00 p.m., Monday through Thursday, and every other Friday, (714) 573-6040. In addition, unless legally privileged, all supporting documentation and any such writings or documents will be available online at <http://www.ocfa.org>.

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, supporting documents, including staff reports, 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 Friday from 8 A.M. to 5 P.M.

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 Ken Krikac

PLEDGE OF ALLEGIANCE by Director Shawver

ROLL CALL

PRESENTATIONS

No items.

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.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

MINUTES

- Minutes from the May 23, 2013, Regular Executive Committee Meeting**
Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:
Approve as submitted.

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.

- Monthly Investment Report**
Submitted by: Patricia Jakubiak, Treasurer

Recommended Action:
Receive and file the report.

- Report on Impact of the Arson Abatement Program**
Submitted by: Laura Blaul, Assistant Chief/Fire Marshal, Fire Prevention Department

Recommended Action:
Receive and file the report.

4. Approval of Donation of Two (2) 1992 Ford/Smeal Wildland Fire Engines

Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to donate (1) one 1992 Ford/Smeal wildland fire engine to the City of Fullerton's Fire Department and (1) one 1992 Ford/Smeal wildland engine to the City of Orange's Fire Department.

5. Annual Renewal of General Liability Insurance Program with Fire Agencies Insurance Risk Authority (FAIRA)

Submitted by: Zenovy Jakymiw, Human Resources Director

Recommended Action:

Authorize the Fire Chief, or his designee, to renew the General Liability Program insurance coverage with FAIRA for the policy period July 1, 2013, through July 1, 2014, for a premium amount of \$895,592.

6. Annual Renewal of Aviation Insurance

Submitted by: Zenovy Jakymiw, Human Resources Director

Recommended Action:

Authorize the Fire Chief, or his designee, to bind the Aviation insurance coverage with AIG for the policy period June 30, 2013, to June 30, 2014, with a premium amount of \$160,046.

7. Annual Renewal of California State Association of Counties Excess Insurance Authority Workers' Compensation Program

Submitted by: Zenovy Jakymiw, Human Resources Director

Recommended Action:

Authorize the Fire Chief, or his designee, to bind insurance coverage with the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for workers' compensation insurance with an annual premium of \$223,017 for coverage with a \$2,000,000 self-insured retention.

8. Request to Increase Purchase Order for AVL/Broadband Replacement Project Contract Technician

Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to increase Purchase Order (PO007784) for Teksystems by the amount of \$1,417.80 for a new total P.O. total of \$51,417.80.

9. Approval of Site License Agreement with City Venture Homebuilding, LLC
Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Fire Chief to sign the Site License Agreement between OCFA and City Ventures Homebuilding, LLC.

END OF CONSENT CALENDAR

DISCUSSION CALENDAR

No items.

REPORTS

No items.

COMMITTEE MEMBER COMMENTS

CLOSED SESSION

No items.

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, August 22, 2013, 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 and front gate public display case of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 20th day of June 2013.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, July 10, 2013, 12 noon
Board of Directors Meeting	Thursday, July 25, 2013, 6:30 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, May 23, 2013
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 May 23, 2013, at 6:04 p.m. by Chair Trish Kelley.

INVOCATION

Chaplain Jeff Hetschel offered the invocation.

PLEDGE OF ALLEGIANCE

Vice Chair Weinberg led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Gerard Goedhart, Alternate, La Palma
Eugene Hernandez, Alternate, Yorba Linda
Trish Kelley, Mission Viejo
Al Murray, Tustin
David Shawver, Stanton
Beth Swift, Buena Park
Todd Spitzer, County of Orange
Steven Weinberg, Dana Point

Absent: Pat Bates, County of Orange
Randal Bressette, Laguna Hills
Jeffrey Lalloway, Irvine

Also present were:

Fire Chief Keith Richter
Deputy Chief Craig Kinoshita
Assistant Chief Brian Stephens
Assistant Chief Lori Zeller
Assistant Clerk Lydia Slivkoff

General Counsel David Kendig
Assistant Chief Laura Blaul
Assistant Chief Dave Thomas
Clerk of the Authority Sherry Wentz

PRESENTATIONS

No items.

PUBLIC COMMENTS (X: 12.02A3)

Chair Kelley opened the Public Comments portion of the meeting.

Stephen Wontrobski, Mission Viejo resident, provided public comments on his objection to the rollover of contracts without Executive Committee approval. (F: 11.10H)

Chair Kelley closed the Public Comments portion of the meeting.

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

Budget and Finance Committee Chair Al Murray reported at the May 8, 2013, meeting of the Budget and Finance Committee, the Committee discussed and voted unanimously to send the Monthly Investment Report and Third Quarter Financial Newsletter – *January to March 2013*, to the Executive Committee with the recommendation that the Committee approve the items. He also reported the Committee received a status update on the Orange County Employees' Retirement System and a report on the Rosenow Spevacek Group, Inc. (RSG) Final Property Tax Revenue Projections. He indicated although the financial reports looked optimistic, the Committee continued to be concerned about future projections.

1. MINUTES (F: 12.02A2)

Minutes from the March 28, 2013, Regular Executive Committee Meeting

On motion of Director Murray and second by Vice Chair Weinberg, the Executive Committee voted to approve the minutes from the March 28, 2013, Regular Executive Committee meeting. Directors Goedhart and Hernandez abstained.

CONSENT CALENDAR

Chair Kelley pulled Agenda Item Nos. 4 and 5 from the Consent Calendar for public comments. Directors Spitzer pulled Agenda Item No. 6 for comments.

2. Monthly Investment Reports (F: 11.10D2)

On motion of Director Murray and second by Director Swift, the Executive Committee voted unanimously to receive and file the reports.

Minutes

OCFA Executive Committee Regular Meeting

May 23, 2013 Page - 2

3. Third Quarter Financial Newsletter – January to March 2013 (F: 15.07)

On motion of Director Murray and second by Director Swift, the Executive Committee voted unanimously to receive and file the report.

Director Shawver arrived at this point (6:21 p.m.)

4. Request for Temporary Month-to-Month Service Contract Extensions Pending Completion of Requests for Proposals

Stephen Wontrobski, Mission Viejo resident, provided public comments regarding his concerns on purchasing practices.

On motion of Vice Chair Weinberg and second by Director Hernandez, the Executive Committee voted unanimously to approve and authorize the Purchasing Manager to extend the blanket order contract terms on a month-to-month basis not-to-exceed (NTE) six months, pending completion of Request for Proposal processes, as follows:

- Bright Way Building Maintenance (B01095) for \$11,819 per month, NTE \$70,914 (F: 19.07)
- Randstad Technologies (B01122) for an estimated \$55,400 per month, NTE \$332,000 (F: 19.08A2a)
- York Insurance Services (B01080) for \$47,500 per month, NTE \$285,000 (F: 18.10A2)

Director Murray was absent.

5. Approval to Increase Blanket Order for AppleOne Employment Services

Stephen Wontrobski, Mission Viejo resident, provided public comments on his concerns regarding the lack of status regarding the Hazardous Materials Inspection audit.

On motion of Vice Chair Weinberg and second by Director Murray, the Executive Committee voted unanimously to approve and authorize the Purchasing Manager to issue a Blanket Order to AppleOne Employment Services in the amount not to exceed \$50,000.

6. May Legislative Reports

Director Spitzer pulled this item to comment on AB 23 and AB 124, State Responsibility Area (SRA) Fees.

Director Shawver indicated his opposition to SB 777 (Fireworks), and requested the Executive Committee take a neutral position on the bill.

A lengthy discussion ensued. It was noted the OCFA Board of Directors approved the 2013 Legislative Policy Guidelines at its March 28, 2013, meeting, which includes a position on SB777 (Fireworks).

On motion of Director Spitzer and second by Vice Chair Weinberg, the Executive Committee voted unanimously to approve recommended legislative positions, with no position taken by the Executive Committee on SB 777 (Fireworks).

7. Request for One Year Service Contract Extension for TriTech Computer Aided Dispatch Licensing and Maintenance Agreement

On motion of Director Murray and second by Director Swift, the Executive Committee voted unanimously to approve and authorize the Purchasing Manager to extend the current TriTech license and maintenance contract and issue a new purchase order with quarterly payment terms as follows:

- TriTech Software Systems, \$32,232 per quarter, not to exceed \$128,931.05.

END OF CONSENT CALENDAR

DISCUSSION CALENDAR

No items.

REPORTS

No items.

COMMITTEE MEMBER COMMENTS (F: 12.02A6)

The Committee had no comments.

CLOSED SESSION (F: 12.02A5)

No items.

ADJOURNMENT – Chair Kelley adjourned the meeting at 6:50 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, June 27, 2013, at 6:00 p.m.

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

CONSENT CALENDAR - AGENDA ITEM NO. 2
EXECUTIVE COMMITTEE MEETING
June 27, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer

SUBJECT: **Monthly Investment Report**

Summary:

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

Committee Action:

At its June 12, 2013, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Receive and file the reports.

Background:

Attached is the final monthly investment report for the month ended April 30, 2013. A preliminary investment report as of May 24, 2013, is also provided as the most complete report that was available at the time this agenda item was prepared.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Patricia Jakubiak, Treasurer

Triciajakubiak@ocfa.org

(714) 573-6301

Attachment:

Final Investment Report – April 2013/Preliminary Report – May 2013

Orange County Fire Authority Monthly Investment Report



Final Report – April 2013

Preliminary Report – May 2013



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Orange County Fire Authority

Final Investment Report

April 30, 2013



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of April 2013, the size of the portfolio increased significantly from \$112.1 million to \$161.6 million. Major receipts for the month included the sixth apportionment of secured property taxes in the amount of \$61.1 million. Significant receipts also included various intergovernmental contract and grant payments and a developer fee payment totaling \$8.4 million. Significant disbursements for the month included primarily biweekly payrolls. The portfolio's balance is expected to decrease in the following month as there are no major receipts scheduled for May.

In April, the portfolio's yield to maturity (365-day equivalent) decreased by 6 basis points to 0.28%. The effective rate of return increased by 2 basis points to 0.36% for the month and edged up slightly by 1 basis point to 0.32% for the fiscal year to date. The average maturity of the portfolio shortened by 11 days to 307 days to maturity.

Economic News

The U.S. economic activity picked up modestly in April 2013, although overall activity remained uneven. Employment conditions improved from the prior month reflecting in a better than expected employment report for April. There were a total of 165,000 new jobs created in April while a smaller number had been forecasted for the month. In addition, the prior two months' employment numbers were revised upward for a total adjusted increase of 114,000 new jobs for those months. The unemployment rate continued to decline slightly by another notch to 7.5% from 7.6% previously. Consumer confidence measures remained mixed. However, durable goods orders and retail sales came in better than expected. Housing activity continued to show improvement and the NFIB (National Federation of Independent Business) small business optimism index increased in April to a six-month high level. On the other hand, both manufacturing and non-manufacturing activity continued to fall slightly in April. Industrial production also fell more than expected. Energy prices and the CPI (Consumer Price Index) remained low. On May 1, 2013, at the second day of its scheduled meeting, the FOMC (Federal Open Market Committee) met and voted to keep the federal funds rate unchanged at a target range of 0-0.25%. The Committee slightly upgraded its outlook on the economy. However, it also committed to be "flexible" with respect the QE (Quantitative Easing) asset purchasing program to "maintain appropriate policy accommodation..."



BENCHMARK COMPARISON AS OF APRIL 30, 2013

<i>3 Month T-Bill:</i> 0.06%	<i>1 Year T-Bill:</i> 0.12%
<i>6 Month T-Bill:</i> 0.09%	<i>LAIF:</i> 0.26%
<i>OCFA Portfolio:</i> 0.36%	

PORTFOLIO SIZE, YIELD, & DURATION

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value-</i>	\$161,624,303	\$112,134,051	\$157,135,594
<i>Yield to Maturity (365 day)</i>	0.28%	0.34%	0.48%
<i>Effective Rate of Return</i>	0.36%	0.34%	0.41%
<i>Days to Maturity</i>	307	318	563



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
April 30, 2013

Orange County Fire Authority
 1 Fire Authority Road
 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	4,921,083.78	4,921,083.78	4,921,083.78	3.08	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	9,000,000.00	8,990,910.00	8,994,857.50	5.62	127	121	0.170	0.172
Federal Agency Coupon Securities	51,000,000.00	50,995,290.00	51,004,765.66	31.90	1,269	859	0.516	0.523
Federal Agency Disc. -Amortizing	45,000,000.00	44,992,890.00	44,992,222.50	28.14	124	93	0.066	0.067
Local Agency Investment Funds	50,000,000.00	50,050,930.00	50,000,000.00	31.27	1	1	0.260	0.264
Investments	159,921,083.78	159,951,103.78	159,912,929.44	100.00%	447	307	0.274	0.278
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	1,615,484.43	1,615,484.43	1,615,484.43		1	1	0.000	0.000
Accrued Interest at Purchase		11,803.33	11,803.33					
Subtotal		1,627,287.76	1,627,287.76					
Total Cash and Investments	161,536,568.21	161,578,391.54	161,540,217.20		447	307	0.274	0.278

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	35,017.19	313,423.94
Average Daily Balance	119,706,881.17	118,221,419.17
Effective Rate of Return	0.36%	0.32%

"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, 2013. 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

5/3/13

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 161,540,217.20
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ 84,085.98
Total	\$ 161,624,303.18

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ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 30, 2013

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SY528	528	High Mark 100% US Treasury MMF			4,921,083.78	4,921,083.78	4,921,083.78	0.001	0.001	1	
Subtotal and Average			5,331,432.40		4,921,083.78	4,921,083.78	4,921,083.78		0.001	1	
Commercial Paper Disc. -Amortizing											
36959HVW4	806	GEN ELEC CAP CRP		04/25/2013	9,000,000.00	8,990,910.00	8,994,857.50	0.170	0.172	121	08/30/2013
Subtotal and Average			4,365,591.96		9,000,000.00	8,990,910.00	8,994,857.50		0.172	121	
Federal Agency Coupon Securities											
3133ECBT0	799	Federal Farm Credit Bank (Callable anytime)		12/26/2012	9,000,000.00	9,000,270.00	9,000,000.00	0.375	0.375	786	06/26/2015
3133ECM76	809	Federal Farm Credit Bank (Callable 7/22/13)		04/25/2013	9,000,000.00	8,995,590.00	8,993,735.10	0.400	0.424	1,087	04/22/2016
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	5,993,400.00	6,000,000.00	1.000	0.981	1,561	08/09/2017
313380B22	788	Fed Home Loan Bank (Callable anytime)		08/20/2012	6,000,000.00	6,000,180.00	6,000,000.00	0.450	0.440	841	08/20/2015
3133813R4	800	Fed Home Loan Bank (Callable 6/9/13)		12/20/2012	9,000,000.00	9,001,890.00	9,013,327.57	1.000	0.584	8	11/09/2017
313382DC4	803	Fed Home Loan Bank (Callable 6/7/13)		03/15/2013	12,000,000.00	12,003,960.00	11,997,702.99	0.470	0.477	1,041	03/07/2016
Subtotal and Average			43,809,860.89		51,000,000.00	50,995,290.00	51,004,765.66		0.523	859	
Federal Agency Disc. -Amortizing											
313589MV2	808	Fed Natl Mortg Assoc		04/25/2013	9,000,000.00	8,996,760.00	8,998,740.00	0.080	0.081	163	10/11/2013
313397FZ9	798	Freddie Mac		12/20/2012	9,000,000.00	8,999,910.00	8,999,482.50	0.090	0.091	23	05/24/2013
313397LR0	807	Freddie Mac		04/25/2013	9,000,000.00	8,997,660.00	8,997,637.50	0.070	0.071	135	09/13/2013
313385HT6	804	Fed Home Loan Bank		04/25/2013	9,000,000.00	8,999,370.00	8,999,350.00	0.040	0.041	65	07/05/2013
313385JH0	805	Fed Home Loan Bank		04/25/2013	9,000,000.00	8,999,190.00	8,999,012.50	0.050	0.051	79	07/19/2013
Subtotal and Average			16,197,674.25		45,000,000.00	44,992,890.00	44,992,222.50		0.067	93	
Local Agency Investment Funds											
SY536	336	Local Agency Invstmt Fund			50,000,000.00	50,050,930.00	50,000,000.00	0.264	0.264	1	
Subtotal and Average			50,002,321.66		50,000,000.00	50,050,930.00	50,000,000.00		0.264	1	
Total and Average			119,706,881.17		159,921,083.78	159,951,103.78	159,912,929.44		0.278	307	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
April 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10104	10104	American Benefit Plan Admin		07/01/2012	15,000.00	15,000.00	15,000.00		0.000	1
SYS10033	10033	Revolving Fund		07/01/2012	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank of California		07/01/2012	1,330,484.43	1,330,484.43	1,330,484.43		0.000	1
SYS361	361	YORK		07/01/2012	250,000.00	250,000.00	250,000.00		0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		11,803.33	11,803.33			1
				Subtotal		1,627,287.76	1,627,287.76			
		Total Cash and Investmentss	119,706,881.17		161,536,568.21	161,578,391.54	161,540,217.20		0.278	307

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of May 1, 2013

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(05/01/2013 - 05/01/2013)	6 Maturities	0 Payments	56,536,568.21	35.00%	56,536,568.21	56,587,498.21
Aging Interval:	1 - 30 days	(05/02/2013 - 05/31/2013)	1 Maturities	0 Payments	9,000,000.00	5.57%	8,999,482.50	8,999,910.00
Aging Interval:	31 - 60 days	(06/01/2013 - 06/30/2013)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	61 - 91 days	(07/01/2013 - 07/31/2013)	2 Maturities	0 Payments	18,000,000.00	11.14%	17,998,362.50	17,998,560.00
Aging Interval:	92 - 121 days	(08/01/2013 - 08/30/2013)	1 Maturities	0 Payments	9,000,000.00	5.57%	8,994,857.50	8,990,910.00
Aging Interval:	122 - 152 days	(08/31/2013 - 09/30/2013)	1 Maturities	0 Payments	9,000,000.00	5.57%	8,997,637.50	8,997,660.00
Aging Interval:	153 - 183 days	(10/01/2013 - 10/31/2013)	1 Maturities	0 Payments	9,000,000.00	5.57%	8,996,740.00	8,996,760.00
Aging Interval:	184 - 274 days	(11/01/2013 - 01/30/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(01/31/2014 - 05/01/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(05/02/2014 - 04/30/2016)	4 Maturities	0 Payments	36,000,000.00	22.29%	35,991,438.09	36,000,000.00
Aging Interval:	1096 - 1825 days	(05/01/2016 - 04/30/2018)	2 Maturities	0 Payments	15,000,000.00	9.29%	15,013,327.57	14,995,290.00
Aging Interval:	1826 days and after	(05/01/2018 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			18 Investments	0 Payments		100.00	161,528,413.87	161,566,588.21

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NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The 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, 2012 includes an increase of \$60,965 to the LAIF investment and an increase of \$23,121 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 April 30, 2013, 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 March 31, 2013 is 1.0010186. When applied to OCFA's LAIF investment, the fair value is \$50,050,930 or \$50,930 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 April 30, 2013 is included on the following page.



Orange County Fire Authority
Preliminary Investment Report
May 24, 2013



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
May 24, 2013

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

(See Note 1 on page 18)

(See Note 2 on page 18)

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	10,936,092.26	10,936,092.26	10,936,092.26	6.97	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	9,000,000.00	8,994,150.00	8,995,877.50	5.73	127	97	0.170	0.172
Federal Agency Coupon Securities	51,000,000.00	50,919,240.00	51,004,763.31	32.50	1,269	841	0.557	0.565
Federal Agency Disc. -Amortizing	36,000,000.00	35,995,950.00	35,994,180.00	22.94	116	86	0.060	0.061
Local Agency Investment Funds	50,000,000.00	50,050,930.00	50,000,000.00	31.86	1	1	0.260	0.264
Investments	156,936,092.26	156,896,362.26	156,930,913.07	100.00%	447	299	0.288	0.292
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	(See Note 4 on page 18) -1,712,600.17	-1,712,600.17	-1,712,600.17		0	0	0.000	0.000
Accrued Interest at Purchase		1,553.33	1,553.33					
Subtotal		-1,711,046.84	-1,711,046.84					
Total Cash and Investments	155,223,492.09	155,185,315.42	155,219,866.23		447	299	0.288	0.292

Total Earnings	May 24 Month Ending	Fiscal Year To Date
Current Year	31,490.91	344,914.85
Average Daily Balance	157,493,820.77	121,094,429.02
Effective Rate of Return	0.30%	0.32%

"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, 2013. 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
 Patricia Jakubiak, Treasurer 5/30/13

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 155,219,866.23
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 84,085.98
Total	\$ 155,303,952.21

Page 13

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 24, 2013

(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	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	High Mark 100% US Treasury MMF		(See Note 4 on page 18)	10,936,092.26	10,936,092.26	10,936,092.26	0.001	0.001	1	
Subtotal and Average			5,042,081.44		10,936,092.26	10,936,092.26	10,936,092.26		0.001	1	
Commercial Paper Disc. -Amortizing											
36959HVV4	806	GEN ELEC CAP CRP		04/25/2013	9,000,000.00	8,994,150.00	8,995,877.50	0.170	0.172	97	08/30/2013
Subtotal and Average			8,995,388.75		9,000,000.00	8,994,150.00	8,995,877.50		0.172	97	
Federal Agency Coupon Securities											
3133ECBT0	799	Federal Farm Credit Bank	(Callable anytime)	12/26/2012	9,000,000.00	9,000,090.00	9,000,000.00	0.375	0.375	762	06/26/2015
3133ECM76	809	Federal Farm Credit Bank	(Callable 7/22/13)	04/25/2013	9,000,000.00	8,976,150.00	8,993,875.49	0.400	0.424	1,063	04/22/2018
3133804V6	787	Fed Home Loan Bank	(Callable anytime)	08/09/2012	6,000,000.00	5,952,720.00	6,000,000.00	1.000	0.981	1,537	08/09/2017
313380B22	788	Fed Home Loan Bank	(Callable anytime)	08/20/2012	6,000,000.00	6,000,060.00	6,000,000.00	0.450	0.440	817	08/20/2015
3133813R4	800	Fed Home Loan Bank	(Callable 6/9/13)	12/20/2012	9,000,000.00	8,993,340.00	9,013,131.10	1.000	0.818	15	11/09/2017
313382DC4	803	Fed Home Loan Bank	(Callable 6/7/13)	03/15/2013	12,000,000.00	11,998,880.00	11,997,756.72	0.470	0.477	1,017	03/07/2016
Subtotal and Average			51,004,764.43		51,000,000.00	50,919,240.00	51,004,763.31		0.565	841	
Federal Agency Disc. -Amortizing											
31358MV2	808	Fed Natl Mortg Assoc		04/25/2013	9,000,000.00	8,997,930.00	8,997,220.00	0.080	0.081	139	10/11/2013
313397LR0	807	Freddie Mac		04/25/2013	9,000,000.00	8,998,650.00	8,998,057.50	0.070	0.071	111	09/13/2013
313385HT6	804	Fed Home Loan Bank		04/25/2013	9,000,000.00	8,999,730.00	8,999,590.00	0.040	0.041	41	07/05/2013
313385JH0	805	Fed Home Loan Bank		04/25/2013	9,000,000.00	8,999,640.00	8,999,312.50	0.050	0.051	55	07/19/2013
Subtotal and Average			44,818,252.81		36,000,000.00	35,995,950.00	35,994,180.00		0.061	86	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			50,000,000.00	50,050,930.00	50,000,000.00	0.284	0.264	1	
Subtotal and Average			47,833,333.33		50,000,000.00	50,050,930.00	50,000,000.00		0.264	1	
Total and Average			157,493,820.77		156,936,092.26	156,896,362.26	156,930,913.07		0.292	299	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
May 24, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10104	10104	American Benefit Plan Admin		07/01/2012	15,000.00	15,000.00	15,000.00		0.000	1
SYS10033	10033	Revolving Fund		07/01/2012	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank of California		07/01/2012	-1,997,600.17	-1,997,600.17	-1,997,600.17	(See Note 4 on page 18)	0.000	1
SYS361	361	YORK		07/01/2012	250,000.00	250,000.00	250,000.00		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		1,553.33	1,553.33			0
				Subtotal		-1,711,046.84	-1,711,046.84			
Total Cash and Investments			157,493,820.77			155,223,492.09	155,185,315.42		0.292	299

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ORANGE COUNTY FIRE AUTHORITY
Ageing Report
By Maturity Date
As of May 25, 2013

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(05/25/2013 - 05/25/2013)	6 Maturities	0 Payments	59,223,492.09	38.15%	59,223,492.09	59,274,422.09
Aging Interval:	1 - 30 days	(05/26/2013 - 06/24/2013)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	31 - 60 days	(06/25/2013 - 07/24/2013)	2 Maturities	0 Payments	18,000,000.00	11.60%	17,998,902.50	17,999,370.00
Aging Interval:	61 - 91 days	(07/25/2013 - 08/24/2013)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	92 - 121 days	(08/25/2013 - 09/23/2013)	2 Maturities	0 Payments	18,000,000.00	11.60%	17,993,935.00	17,992,800.00
Aging Interval:	122 - 152 days	(09/24/2013 - 10/24/2013)	1 Maturities	0 Payments	9,000,000.00	5.80%	8,997,220.00	8,997,930.00
Aging Interval:	153 - 183 days	(10/25/2013 - 11/24/2013)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(11/25/2013 - 02/23/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(02/24/2014 - 05/25/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(05/26/2014 - 05/24/2016)	4 Maturities	0 Payments	36,000,000.00	23.19%	35,991,632.21	35,973,180.00
Aging Interval:	1096 - 1825 days	(05/25/2016 - 05/24/2018)	2 Maturities	0 Payments	15,000,000.00	9.66%	15,013,131.10	14,946,060.00
Aging Interval:	1826 days and after	(05/25/2018 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			17 Investments	0 Payments		100.00	155,218,312.90	155,183,762.09



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The 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, 2012 includes an increase of \$60,965 to the LAIF investment and an increase of \$23,121 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.

CONSENT CALENDAR – AGENDA ITEM NO. 3
EXECUTIVE COMMITTEE MEETING
June 27, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Laura Blaul, Assistant Chief/Fire Marshal
Fire Prevention Department

SUBJECT: **Report on Impact of the Arson Abatement Program**

Summary:

This agenda item is submitted to report on the progress and impact of the Arson Abatement Program as directed by the Committee at its April 13, 2011, meeting.

Committee Action:

At its June 12, 2013, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Receive and file the report.

Background:

In March 2008, the Budget and Finance Committee and Board of Directors approved a \$190,000 agreement with the City of Irvine for an Arson Abatement Officer (AAO) and directed staff to return within three years to report on progress. The City of Irvine assigned an AAO to OCFA in August 2008, and the pilot program to both deter and aggressively respond to crimes of arson began soon after. Progress and results were positive and, on April 13 2011, the Committee agreed to continue the contract and expansion of the program throughout the OCFA service area.

The Fire Investigations Services Section of the Fire Prevention Department is staffed with seven Fire Captains and the AAO. The AAO works closely with the Fire Captain Investigators and staff to enhance OCFA's service to its partner cities.

The Arson Abatement Program utilizes a two-fold approach to reverse the arson trend. This philosophy continues to be practiced and refined as the program gains momentum and expertise:

1. Awareness and Education

The AAO works with OCFA staff and city partners to develop and coordinate the dissemination of educational and informational materials to communities and facilities as needed. In addition, staff developed and engaged community advocates in deterrent programs.

2. Early Intervention and Aggressive Follow-up

The AAO coordinates with law enforcement partners on criminal follow-up, with close tracking of each incident to identify trends, serve as a deterrent, and to improve the probability of bringing those responsible to justice.

The results of the initial pilot were positive and continue to improve as shown in the table below:

	% Decrease in Arson	% Decrease in Juvenile Related Arson	% Cases Solved (National Average = 20%)
Since Last Report (2010-2012)	29%	31%	15%
Since Program Inception (2010-2012)	69%	74%	23%

Specifically, the program has improved the awareness of OCFA and law enforcement partners to the crime of arson. Law Enforcement patrol briefing training was developed and is being presented at all law enforcement partner agencies, raising first responder awareness and improving response and investigation. The AAO has also instituted an educational program in Irvine Intermediate Schools, and is working with Tustin Police Department and Santa Ana Unified School District Police Department to implement the program in their cities. The OCFA Operations Inspection Program now includes elements designed to “harden” educational targets and reduce fires at these facilities. Finally, the AAO has improved the effectiveness and efficiency of OCFA staff assigned to Investigations. Since last presented to the Budget and Finance Committee, ISS has a new Battalion Chief and four new fire captains who previously had no experience in Investigations.

Staff expects the results will continue and would like to further expand program elements throughout the OCFA jurisdiction. The Irvine Police Department agrees that the results are positive and is supportive of allowing the AAO to work with all OCFA partner agencies.

Impact to Cities/County:

All OCFA jurisdictions benefit from this program and the reduced losses and costs associated with crimes of arson. Based on the results to date, additional benefits will continue to be realized as the successful elements of the program are implemented throughout the jurisdiction.

Fiscal Impact:

General Fund cost of \$190,000 annually.

Staff Contact for Further Information:

Laura Blaul, Assistant Chief/Fire Marshal
Fire Prevention Department
laurablaul@ocfa.org
(714) 573-6018

Attachments:

None

CONSENT CALENDAR - AGENDA ITEM NO. 4
EXECUTIVE COMMITTEE MEETING
June 27, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: Approval of Donation of Two (2) 1992 Ford/Smeal Wildland Fire Engines

Summary:

This item is submitted to the Executive Committee for approval for the donation of two surplus wildland fire engines: (1) one to the City of Fullerton's Fire Department and (1) to the City of Orange's Fire Department.

Recommended Action:

Approve and authorize the Purchasing Manager to donate (1) one 1992 Ford/Smeal wildland fire engine to the City of Fullerton's Fire Department and (1) one 1992 Ford/Smeal wildland engine to the City of Orange's Fire Department.

Background:

On July 14, 1992, the Orange County Fire Department accepted two wildland fire engines constructed by Smeal Fire Apparatus built on Ford Chassis. These two units have been in front line service for 21 years, and are currently being replaced by new state of the art apparatus.

With the wildland fire activity the last few years, both the Fullerton Fire Department and the Orange Fire Department have expressed interest in obtaining one unit each. If approved, these units would be an addition to both fire departments allowing them to better defend the wildland interface areas of both cities, and to provide mutual aid to the OCFA as well as other Orange County cities during a major wildland fire.

In 2009, the Orange County Fire Authority donated (1) 1998 Ford/Fire-Bann wildland unit to the City of Fullerton's Fire Department, and it is still in service today.

The proposed agreement is mutually beneficial because the Orange County Fire Authority, Fullerton Fire Department, and Orange Fire Department share resources during major emergencies including wildland fires.

Impact to Cities/County:

None.

Fiscal Impact:

Surplus sale value is estimated to be approximately \$8,000 to \$12,000 per wildland engine.

Staff Contact for Further Information:

Rick Oborny, Fleet Services Manager
Support Services Department
Rickoborny@ocfa.org
(714) 573-6651

Attachments:

1. Proposed Agreement with City of Fullerton's Fire Department
2. Proposed Agreement with City of Orange's Fire Department

**AGREEMENT TO CONVEY A SURPLUS
VEHICLE TO THE FULLERTON FIRE DEPARTMENT**

This Agreement conveying a surplus Vehicle ("Agreement" herein) is entered into between Orange County Fire Authority ("OCFA" hereafter), a California joint powers authority, and the City of Fullerton on behalf of the Fullerton Fire Department ("FFD" hereafter) with reference to the following:

A. The FFD is responsible for protecting lives and property from fire. The OCFA and the FFD enjoy a mutually beneficial relationship sharing resources during major emergencies and major fire incidents. Recently a vehicle has reached the end of its useful life, requiring replacement. Unfortunately, significant budgetary restrictions prevent purchase of the needed vehicles for wild land firefighting. The FFD recently contacted the OCFA to seek assistance in identifying surplus fire vehicles in good condition that could be used for wild land firefighting. The OCFA has a vehicle that is in good condition and available for donation. It is beneficial and appropriate that the OCFA support and facilitate the public safety efforts of neighboring public safety agencies like the FFD.

B. The OCFA Board of Directors has determined that this Agreement fulfills a humanitarian and fire protection purpose, is in the best interest of the OCFA and that the OCFA is receiving adequate consideration for such equipment. The Purchasing Agent of OCFA has deemed this Agreement to be in the best interest of OCFA.

NOW THEREFORE, the OCFA and the FFD, in consideration of the above promises, and the covenants and representations set forth below, hereby covenant and agree as follows:

1. The OCFA shall convey to the FFD a 1992 wild land fire truck vehicle (Unit #5076 VIN#1FDYK84A9NVA02348) (hereinafter "Vehicle"). Conveyance of said Vehicle shall be deemed to have taken place when the FFD, through its representative, has indicated its acceptance thereof by taking delivery thereof. Said Vehicle is not warranted by the OCFA to be fit for any purpose and the FFD accepts said Vehicle "as is".

2. Said Vehicle shall be delivered to the FFD representative at a time and place agreed upon by the parties. Upon delivery, said Vehicle shall be inspected by said representative.

3. Upon acceptance of the Vehicle by the FFD, the OCFA shall not be liable or in any other way responsible for any defects or failure of the Vehicle to perform its intended purpose. Nor shall the OCFA be liable or in any other way responsible for any loss, damage, or injury arising from or caused by defects in the vehicle, or in any part thereof.

4. The FFD shall make all necessary arrangements for the transportation of said Vehicle to its facilities. Said arrangements shall include the procurement of all necessary insurance, licenses and permits required in connection with its removal from the OCFA property.

5. Upon execution of this Agreement, the FFD shall pay OCFA the sum of ONE dollar (\$1.00) for the Vehicle.

6. The FFD represents that the Vehicle will only be used to perform the services described herein.

7. After two years of experience with the Vehicle the FFD shall prepare and send to the OCFA a report on the performance of said Vehicle.

8. There shall be two identical original texts of this Agreement, one of which is to be retained by each party.

9. This Agreement shall be interpreted in accordance with the laws of the State of California. Both parties shall perform their respective obligations hereunder in accordance with the laws of the United States of America, and the State of California.

10. This Agreement shall become effective when all of the following events have occurred:

a. This Agreement has been signed on behalf of the FFD by the person or persons authorized to bind the City of Fullerton hereto;

b. The Office of General Counsel has indicated in writing its approval of this Agreement as to form and legality;

and

c. This Agreement has been signed on behalf of the OCFA by the person or persons authorized to bind the OCFA hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last approved by the FFD or the OCFA.

ORANGE COUNTY FIRE AUTHORITY,
A California Joint Powers Authority

Date: _____

By: _____
Debbie Casper, Purchasing Manager

ATTEST:

By: _____
Sherry A.F. Wentz, CMC
Clerk of the Board

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: 
David E. Kendig
OCFA General Counsel

Date: 6/19/13

FULLERTON FIRE DEPARTMENT

Date: 6/17/13

By: 
Tom Schultz, Deputy Fire Chief

**AGREEMENT TO CONVEY A SURPLUS
VEHICLE TO THE ORANGE FIRE DEPARTMENT**

This Agreement conveying a surplus Vehicle ("Agreement" herein) is entered into between Orange County Fire Authority ("OCFA" hereafter), a California joint powers authority, and the City of Orange on behalf of the City of Orange Fire Department ("OFD" hereafter) with reference to the following:

A. The OFD is responsible for protecting lives and property from fire. The OCFA and the OFD enjoy a mutually beneficial relationship sharing resources during major emergencies and major fire incidents. Recently an OFD vehicle has reached the end of its useful life, requiring replacement. Unfortunately, significant budgetary restrictions prevent purchase of the needed vehicles for wild land firefighting. The OFD recently contacted the OCFA to seek assistance in identifying surplus fire vehicles in good condition that could be used for wild land firefighting. The OCFA has a vehicle that is in good condition and available for donation. It is beneficial and appropriate that the OCFA support and facilitate the public safety efforts of neighboring public safety agencies like the OFD.

B. The OCFA Board of Directors has determined that this Agreement fulfills a humanitarian and fire protection purpose, is in the best interest of the OCFA and that the OCFA is receiving adequate consideration for such equipment. The Purchasing Agent of OCFA has deemed this Agreement to be in the best interest of OCFA.

NOW THEREFORE, the OCFA and the OFD, in consideration of the above promises, and the covenants and representations set forth below, hereby covenant and agree as follows:

1. The OCFA shall convey to the OFD a 1992 wild land fire truck vehicle (Unit #5075 VIN# 1FDYK84A7NVA02347) (hereinafter "Vehicle"). Conveyance of said Vehicle shall be deemed to have taken place when the OFD, through its representative, has indicated its acceptance thereof by taking delivery thereof. Said Vehicle is not warranted by the OCFA to be fit for any purpose and the OFD accepts said Vehicle "as is".

2. Said Vehicle shall be delivered to the OFD representative at a time and place agreed upon by the parties. Upon delivery, said Vehicle shall be inspected by said representative.

3. Upon acceptance of the Vehicle by the OFD, the OCFA shall not be liable or in any other way responsible for any defects or failure of the Vehicle to perform its intended purpose. Nor shall the OCFA be liable or in any other way responsible for any loss, damage, or injury arising from or caused by defects in the vehicle, or in any part thereof.

4. The OFD shall make all necessary arrangements for the transportation of said Vehicle to its facilities. Said arrangements shall include the procurement of all necessary insurance, licenses and permits required in connection with its removal from the OCFA property.

5. Upon execution of this Agreement, the OFD shall pay OCFA the sum of ONE dollar (\$1.00) for the Vehicle.

6. The OFD represents that the Vehicle will only be used to perform the services described herein.

7. After two years of experience with the Vehicle the OFD shall prepare and send to the OCFA a report on the performance of said Vehicle.

8. There shall be two identical original texts of this Agreement, one of which is to be retained by each party.

9. This Agreement shall be interpreted in accordance with the laws of the State of California. Both parties shall perform their respective obligations hereunder in accordance with the laws of the United States of America, and the State of California.

10. This Agreement shall become effective when all of the following events have occurred:

a. This Agreement has been signed on behalf of the OFD by the person or persons authorized to bind the City of Orange hereto;

b. The Office of General Counsel has indicated in writing its approval of this Agreement as to form and legality;

and

c. This Agreement has been signed on behalf of the OCFA by the person or persons authorized to bind the OCFA hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last approved by the OFD or the OCFA.

**ORANGE COUNTY FIRE AUTHORITY,
A California Joint Powers Authority**

Date: _____


By: _____
Debbie Casper, Purchasing Manager

ATTEST:

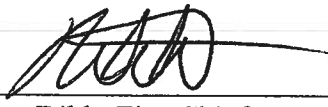
By: _____
Sherry A.F. Wentz, CMC
Clerk of the Board

Date: _____

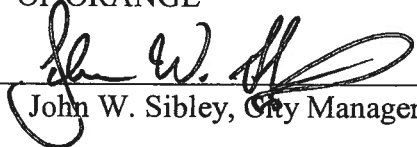
APPROVED AS TO FORM AND LEGALITY:

By:  Date: 6/19/13
David E. Kendig
OCFA General Counsel

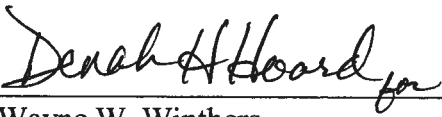
ORANGE FIRE DEPARTMENT

Date: 6-13-13 By: 
Pat Dibb, Fire Chief

CITY OF ORANGE

Date: 6-13-13 By: 
John W. Sibley, City Manager

APPROVED AS TO FORM AND LEGALITY:

By:  Date: 6/13/13
Wayne W. Winthers
City of Orange City Attorney

CONSENT CALENDAR – AGENDA ITEM NO. 5
EXECUTIVE COMMITTEE MEETING
June 27, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Zenovy Jakymiw
Human Resources Director

SUBJECT: **Annual Renewal of General Liability Insurance Program With Fire Agencies Insurance Risk Authority (FAIRA)**

Summary:

This item is submitted for authorization for renewal of the General Liability Insurance Program coverage with FAIRA for the policy period July 1, 2013, through July 1, 2014, in the amount of \$895,592.

Recommended Action:

Authorize the Fire Chief, or his designee, to approve renewal of the General Liability Program insurance coverage with FAIRA for the policy period July 1, 2013, through July 1, 2014, for a premium amount of \$895,592.

Background:

FAIRA is a joint powers public agency formed in 1989 to provide pooled group insurance to over 100 fire districts in California and Nevada. The OCFA has been a member of FAIRA since 1995 and participates as a member of its Board of Directors. On behalf of OCFA, FAIRA purchases General Liability, Property, Auto, Management Liability, Portable Equipment, Crime and Excess Liability coverage. These lines of insurance are due to renew on July 1, 2013.

The expiring 2012/2013 policy premium of \$842,945 is inclusive of primary General Liability insurance coverage of \$1 million per occurrence and Excess Liability insurance coverage of \$10 million per occurrence for a total limit of \$11 million in coverage.

This year FAIRA has added Cyber Liability to its General Liability Program. Cyber Liability addresses both the first and third party risks associated with the Internet, computer networks and informational assets. Insurance coverage for network breaches and privacy violations are important for emergency service organizations because sensitive information such as patient medical records, financial records and other sensitive organizational information such as non-disclosure agreements and confidentiality agreements could be compromised.

Third party Cyber Liability coverage offers protection for claims seeking monetary damages as a result of an electronic information security event including the cost to defend lawsuits filed by affected parties, negligence, and failure to maintain reasonable security procedures.

First party Cyber Liability provides coverage for costs such as a computer forensic analysis to determine the cause and extent of the privacy breach, crisis management review and advice by an approved independent crisis management or legal firm, expenses associated with notifying affected parties to maintain goodwill or comply with any notification requirements imposed by law, call center services for credit monitoring and identity theft education and assistance for the affected parties, and travel expenses by directors and employees to mitigate damages.

The total renewal premium for the same limit of coverage, with the addition of Cyber Liability coverage noted above is \$895,592 for the policy period July 1, 2013, through July 1, 2014. This represents a net premium increase of \$52,640 or 6.2% over the expiring premium. Risk Management recommends renewal with FAIRA.

Impacts to Cities/County:

None

Fiscal Impact:

Included in FY 2013/14

Staff Contact for Further Information:

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

(714) 573-6832

Attachment:

Coverage Summary

FAIRA GENERAL LIABILITY INSURANCE PROGRAM**Coverage Summary**

Insurance Company: American Alternative Insurance Corporation
A.M. Best Rating: A+:XV
Policy Period: July 1, 2013, to July 1, 2014

Property:

Total insurable values: Per Schedule of Locations on file with the insurance company
Building valuation: Guaranteed replacement cost
Contents valuation: Guaranteed replacement cost
Policy limits: Between \$10,000 and \$2,000,000
Deductible: Between \$1,000 and \$5,000

Fidelity Bond:

Public employee including faithful performance of duty per employee: \$500,000
Forgery or alteration: \$500,000
Computer fraud: \$100,000
Deductible: \$1,000

Blanket Portable Equipment:

Replacement Cost: As per schedule of values
Deductible: \$1,000

Automobile:

Bodily injury/property damage combined single limit: \$1,000,000
Medical payment each person: \$10,000
Uninsured/Underinsured motorist: \$1,000,000

General Liability:

Each occurrence and medical incident: \$1,000,000
Personal and advertising injury: \$1,000,000
Fire damage legal liability: \$1,000,000
Medical expense each accident: \$5,000
Products/completed operations: \$2,000,000

Cyber Liability:

First party liability: \$100,000
Third party liability: \$1,000,000

CONSENT CALENDAR – AGENDA ITEM NO. 6
EXECUTIVE COMMITTEE MEETING
June 27, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Zenovy Jakymiw
Human Resources Director

SUBJECT: **Annual Renewal of Aviation Insurance**

Summary:

This item is submitted for authorization for renewal of the Aviation insurance coverage. The premium for the policy period June 30, 2013, to June 30, 2014, is \$160,046.

Recommended Action:

Authorize the Fire Chief, or his designee, to bind the Aviation insurance coverage with AIG for the policy period June 30, 2013, to June 30, 2014, with a premium amount of \$160,046.

Background:

The aviation insurance provides liability coverage for the operation of the OCFA's fire helicopters. Operationally, the helicopters are used for fire suppression, search and rescue, transporting fire crews, aerial reconnaissance, emergency medical rescue, disaster mitigation, and recovery operations and training. The coverage includes a limit of \$50,000,000 combined single limit for bodily injury and property damage for each aircraft. The two older aircraft are insured at that limit for liability only.

In 2007, the Orange County Fire Authority purchased a 3-year aviation insurance policy, referred to as a multi-year policy, for the 2007/08, 2008/09 and 2009/10 policy years for a guaranteed annual premium. Each year since 2007, Phoenix Aviation has added one year to the multi-year policy, referred to as rolling the policy, due to the soft aviation insurance market. This way OCFA will know two years in advance when the rates will change and will allow time to budget for changes in underwriting that will occur as the market begins to harden and premiums increase.

Last year, OCFA changed brokers for the aviation insurance and the current broker is Arthur J. Gallagher. The aviation market continues to expand and has become more competitive. After marketing the aviation account this year, Gallagher obtained proposals from four different aviation carriers including the current carrier. AIG offered the best terms of coverage at the lowest premium of \$160,046. The expiring premium is \$243,122. That is a savings of \$83,076 or a 34% decrease in premium. Among the favorable changes in the terms of coverage is the reduction of the aircraft deductible from \$100,000 to \$50,000, an increase in medical coverage from \$25,000 to \$50,000, and a total loss provision was added, so that if repairs on the aircraft exceed 70% a total loss will be declared. That was not available with the previous coverage.

Impacts to Cities/County:

None.

Fiscal Impact:

Included in FY 2013/14 Budget

Staff Contact for Further Information:

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

(714) 573-6832

Attachment:

Coverage Summary

AIRCRAFT LIABILITY INSURANCE

Coverage Summary

Insurance Company: National Union Fire Insurance Company of Pittsburg,
PA through AIG
A.M. Best Rating: A:XV
Policy Period: June 30, 2013 – June 30, 2014

Terms:
One year policy

Aircraft Liability Coverage Limits:

\$50,000,000 combined single limit bodily injury and property damage; each aircraft
\$50,000,000 Non-owned aircraft liability
\$50,000,000 Aircraft personal injury liability

Aircraft Physical Damage Values:

At insured value

Deductibles:

Range from \$2,500 to \$50,000

CONSENT CALENDAR – AGENDA ITEM NO. 7
EXECUTIVE COMMITTEE MEETING
June 27, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Zenovy Jakymiw
Human Resources Director

SUBJECT: **Annual Renewal of California State Association of Counties Excess Insurance Authority Workers' Compensation Program**

Summary:

This item is submitted for authorization for renewal of workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority (CSAC EIA). The premium is for the policy period July 1, 2013, to July 1, 2014.

Recommended Action:

Authorize the Fire Chief, or his designee, to bind insurance coverage with the California State Association of Counties Excess Insurance Authority (CSAC EIA) for workers' compensation insurance with an annual premium of \$223,017 for coverage with a \$2,000,000 self-insured retention.

Background:

The workers' compensation self-insurance program uses excess insurance to stop losses over a self-insurance retention (SIR) limit of \$2,000,000. The SIR marks the limit of what OCFA's workers' compensation reserve will pay for a loss, and if an incident's cost goes over the SIR, excess insurance covers the losses. The self-insurance program's excess insurance has never been accessed by OCFA. The workers' compensation excess insurance coverage limit is statutory. It is Part 1 of the workers' compensation policy and pays the medical costs and lost wages for work related injuries or illness. Employer's liability is Part 2 of the workers' compensation policy and it protects against lawsuits for employment related injuries or illness that may be filed by employees, family of the employee, or other third party. An example would be a lawsuit filed alleging the workers' compensation claim is due to negligence on the part of the employer. The limit of liability is \$5,000,000.

CSAC EIA is a risk sharing pool of California public agencies. OCFA has been a member of CSAC EIA, since 2007. CSAC-EIA is ranked as the second largest public entity risk pool and the largest property and casualty pool in the nation. The CSAC-EIA's membership includes 93% of the counties in California, over 80% of the cities, as well as numerous school districts, special districts, housing authorities, fire districts, and other Joint Powers Authorities. On behalf of OCFA and the other members, CSAC-EIA purchases excess workers' compensation insurance. This line of coverage is due to renew on July 1, 2013.

The expiring premium is \$201,863. The new premium is \$223,017. That is an increase of \$21,154 or 10%. The premium includes a loss prevention subsidy of \$2,000. The increase in premium is due to the hardening of the workers' compensation insurance market and increased medical costs and prescription drug costs.

Impact to Cities/County:

None.

Fiscal Impact:

Included in the FY 2013/14 budget.

Staff Contact for Further Information:

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

(714) 573-6832

Attachment:

Coverage Summary

CSAC EXCESS INSURANCE AUTHORITY WORKERS' COMPENSATION**Coverage Summary**

Insurance Company:	ACE American Insurance Company and National Union Fire Insurance Company of Pittsburg, PA
A.M. Best Rating:	A+:XV A:XV
Policy Period:	July 1, 2013 to July 1, 2014
Coverage Provided:	Workers' Compensation and Employers' Liability
Major Exclusions:	Punitive or exemplary damages, fines or penalties Any payments in excess of the benefits regularly provided by the Workers' Compensation law Labor Code 4850 benefits Labor Code 4856 benefits Education Section Codes 44984 and 45192
Limits:	
Workers' Compensation	Statutory
Employers' Liability	\$5,000,000
Retention:	
SIR	\$2,000,000

CONSENT CALENDAR - AGENDA ITEM NO. 8
EXECUTIVE COMMITTEE MEETING
June 27, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Request to Increase Purchase Order for AVL/Broadband Replacement Project Contract Technician**

Summary:

This agenda item is submitted for approval to increase the Purchase Order with Teksystems, Inc. for additional contract technician expenses for the AVL/Broadband replacement project.

Recommended Action:

Approve and authorize the Purchasing Manager to increase Purchase Order (PO007784) for Teksystems by the amount of \$1,417.80 for a new P.O. total of \$51,417.80.

Background:

The OCFA is in the process of upgrading and replacing the county-wide 800MHz Mobile Data Computer (MDC) network with 3/4G Cellular Broadband. This project is one of several major technology initiatives that will upgrade core technology that supports the Public Safety Systems (PSS) Computer Aided Dispatch (CAD), and Records Management Systems (RMS) replacement project. The AVL/Broadband replacement project is complex and requires replacing the obsolete vehicle modem equipment in all front-line and reserve emergency apparatus, numerous support vehicles, and integration with the OCFA CAD, AVL, Network, and MDC's.

Professional Services expense was included in the budget for this project and would be used to supplement in-house IT and Communications staff to replace the obsolete vehicle modem equipment with new 3/4G compatible Vehicle Data Modems and integrate with the various systems. A Purchase Order of \$50,000 for Teksystems was approved on November 19, 2012, to hire one Contractor Communications Technician. As the project progressed, by mid-April 2013, it became apparent that the complexity and scope of the project would require additional resource expenses beyond the approved P.O. amount. Overall project costs were still far under the approved Fund 124 budget amount. IT Management made our best timing estimate of when to terminate the Teksystems contract without impeding critical progress, and without exceeding the approved amount. The plan was to immediately continue the project with other approved IT Professional Services funds. This was done, and while estimated labor expenses were tracked, and we were confident that we would be within the maximum authorized expenditures, we were not successful and missed the amount, due to unanticipated overtime and mileage expense and the maximum authorized expenditure was exceeded by \$1,417.80.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

None.

Staff Contact for Further Information:

Joel Brodowski, IT Manager
Support Services Department
joelbrodowski@ocfa.org
(714) 573-6421

Attachments:

None

CONSENT CALENDAR - AGENDA ITEM NO. 9
EXECUTIVE COMMITTEE MEETING
June 27, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Approval of Site License Agreement with City Venture Homebuilding, LLC**

Summary:

This report seeks approval of an agreement to allow City Venture Homebuilding, LLC (CVH) to enter on OCFA Fire Station 30 property to access San Diego Gas and Electric (SDG&E) temporary electric power.

Recommended Action:

Approve and authorize the Fire Chief to sign the Site License Agreement between OCFA and City Ventures Homebuilding, LLC.

Background:

CVH is developing a tract of land immediately adjacent to Fire Station 30 (Dana Point). They require temporary electrical power that is only available from an SDG&E transformer located on the property of Fire Station 30. Normally, an easement would be provided to enable access. In this case, no easement was identified on the recorded parcel maps. The part of the property at issue is the southwest corner of the front of the station. Access requested by CVH will not impact the operations or safety of the station, which will impact about 150 square feet. The proposed agreement addresses the demolition and eventual replacement of a common boundary wall, and electrical circuits passed under a sidewalk which will be connected to the transformer.

The temporary power may be in use for up to 24 months, depending on the construction schedule anticipated by CVH. When no longer needed, the station site will be restored to OCFA satisfaction and the boundary wall replaced. CVH has met all of OCFA's insurance and indemnification requirements, and will bear all costs.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

None

Staff Contact for Further Information:

Steve Chambers, Property Manager
Support Services Department
stevechambers@ocfa.org
(714) 573-6471

Attachment:

Site License Agreement with City Ventures Homebuilding, LLC

AGREEMENT

THIS AGREEMENT (this "Agreement") is made this 11th day of June 2013, by and between CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company ("CV"), and the ORANGE COUNTY FIRE AUTHORITY ("OCFA") with respect to the following facts:

RECITALS

A. CV is the owner of that certain parcel of real property (the "CV Property") which is more particularly described on Exhibit "A" attached hereto, and OCFA is the owner of that certain parcel of real property (the "OCFA Property") more particularly described on Exhibit "B" attached hereto. The CV Property and the OCFA Property are adjacent and are depicted on Exhibit "C" attached hereto.

B. In connection with the development of the CV Property and, until a permanent power line is restored, CV requires a temporary power source (the "Temporary Power Source") to service both the CV Property and the golf maintenance facility (the "Golf Maintenance Facility") which is also depicted on Exhibit "C".

C. A transformer owned by San Diego Gas & Electric (the "SDG&E Transformer") is located at the western boundary of the OCFA Property next to the common wall (the "Common Wall") that separates the OCFA Property and the CV Property. The SDG&E Transformer and the Common Wall are also depicted on Exhibit "C".

D. OCFA is willing to allow CV to perform the CV Work (as defined below) so that CV may use the SDG&E Transformer to satisfy CV's temporary power requirements subject to the terms and conditions set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, CV and OCFA do hereby agree as follows:

AGREEMENT

1. Definitions. For the purpose of this Agreement, certain initially capitalized terms used in this Agreement and not otherwise defined in the body of this Agreement shall have the meanings set forth below:

1.1. "Effective Date" means the date on which both CV and OCFA have executed and delivered this Agreement to the other. That date shall be inserted in the introductory paragraph of this Agreement.

1.2. "Term" means the period commencing on the Effective Date and ending two (2) years thereafter.

1.3. **“CV Work”** means collectively (i) the installation to two (2) temporary power meters (the “Temporary Power Meters”) on the CV Property, (ii) the removal of a portion of the Common Wall, (iii) hand trenching, removal of a portion of the concrete apron adjacent to the SDG&E Transformer and the installation of electrical conduit from the SDG&E Transformer to the Temporary Power Meters, (iv) the installation of a temporary screen fence which shall remain in place until a new permanent block wall is constructed by CV along the common boundary between the CV Property and the OCFA Property, and (v) the other work ancillary thereto which is more particularly described on the Schedule of CV Work. Prior to the expiration of the Term, CV agrees to restore the OCFA Property to the condition existing on the Effective Date. All of the CV Work including, without limitation, the restoration of the OCFA Property, shall be undertaken by CV at CV’s sole cost and expense.

1.4. **“Schedule of CV Work”** means that schedule listing the principal components of the CV Work and the estimated time to complete each in the form attached hereto as **Exhibit “D”**.

1.5. **“Insurance Requirements”** means those requirements set forth on **Exhibit “E”** attached hereto.

1.6. **“SDG&E”** means San Diego Gas & Electric Company.

2. **License.** OCFA hereby grants to CV a license for the Term to enter the OCFA Property to the extent necessary to perform the CV Work and to maintain the electrical conduit between the SDG&E Transformer and the Temporary Power Meters. The CV Work shall be performed, at CV’s sole cost and expense, in a good and workmanlike manner by Power Plus or another licensed contractor hired by CV and reasonably acceptable to OCFA, and pursuant to any permits required by the City of Dana Point. CV shall (i) diligently endeavor to perform the CV Work in accordance with the Schedule of CV Work and (ii) be responsible for obtaining any licenses or permits from SDG&E which are required in connection with the use of the SDG&E Transformer.

3. **Insurance.** As a condition to entry on the OCFA Property by CV or its contractor to perform the CV Work, CV shall deliver to OCFA not less than five (5) days prior to such entry a certificate of insurance naming OCFA, its officers, official employees and volunteers as an additional insureds, which evidencing coverage which satisfies the Insurance Requirements.

4. **Indemnification.** CV agrees to indemnify, protect, defend and hold OCFA harmless from and against any and all damages, claims, losses, liabilities, costs and expenses, including, without limitation, attorneys’ fees, arising from the performance by CV, its agents, contractors and employees in the performance of the CV Work, and from all mechanic’s, materialmen’s and other liens resulting from any such conduct. The preceding sentence shall survive the expiration of the Term.

5. **Attorney’s Fees.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof, the prevailing party shall be entitled to

recover from the other party reasonable expenses resulting from the controversy, claim, dispute or breach, including, but not limited to, reasonable attorneys' fees and costs.

6. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

7. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. Venue for any disputes arising under this Agreement shall be in Orange County, California.

8. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

“CV”

“OCFA”

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

ORANGE COUNTY FIRE AUTHORITY

By: City Ventures Communities, LLC,
a Delaware limited liability company,
its sole member

By: _____
_____, its _____

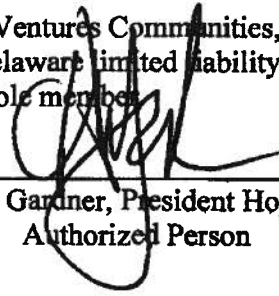
By: 
Herb Gardner, President Homebuilding
Authorized Person

EXHIBIT "A"

Legal Description of CV Property

PARCEL ONE: (672-623-14)

PARCEL 13 AS SHOWN ON EXHIBIT "B" OF LOT LINE ADJUSTMENT NO. 2003-560 RECORDED AUGUST 20, 2004, AS INSTRUMENT NO. 2004-757572, IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL TWO: (672-623-09 AND 12)

LOTS D AND E OF TRACT NO. 14589, IN THE CITY OF DANA POINT AS SHOWN BY MAP RECORDED IN BOOK 790, PAGES 4 THROUGH 14, INCLUSIVE OF MAPS, AND A CERTIFICATE OF CORRECTION RECORDED MARCH 6, 2001 AS INSTRUMENT NO. 20010123905 IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL THREE: (672-623-16 THROUGH 672-623-26)

LOTS 1, 2, 3 AND LETTERED LOTS "A" THROUGH "H", INCLUSIVE OF TRACT NO. 16769, IN THE CITY OF DANA POINT, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 899, PAGES 24 THROUGH 29, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL FOUR:

EASEMENTS FOR THE PURPOSES HEREIN STATED AND SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN "RECIPROCAL EASEMENT AND INFRASTRUCTURE AGREEMENT"

RECORDED DECEMBER 28, 2012 AS INSTRUMENT NO. 2012000808924 OF OFFICIAL RECORDS.

EXHIBIT "B"

Legal Description of OCFA Property

PROPERTY 22:

DANA NIKHEL FIRE STATION NO. 20

That portion of Section 16, Township 8 South, Range 8 West, S.B.M. as per the Official Plat of said land field in the District Land Office on April 12, 1876 and as shown on map filed in Book 23, Page 17 of Records of Surveys in the office of the County Recorder of said County, described as follows:

Commencing at the southerly terminus of that certain curve shown as being concave southeasterly having a central angle of $151^{\circ} 29' 30''$, a radius of 48.00 feet and a length of 125.81 feet in the northerly boundary line of Tract No. 7782 as per map recorded in Book 203, Pages 48 and 49 of Miscellaneous Maps in said office of the County Recorder; thence northeasterly along said boundary line and said curve through a central angle of $62^{\circ} 57' 48''$ an arc distance of 44.37 feet to the TRUE POINT OF BEGINNING; thence leaving said boundary line along a radial to said curve North $37^{\circ} 20' 13''$ West 21.28 feet; thence North $0^{\circ} 45' 30''$ East 121.32 feet; thence North $67^{\circ} 48' 48''$ East 145.88 feet to a point in a non-tangent curve concave westerly and having a radius of 1829.00 feet, said curve being concentric with the northerly continuation of that certain curve in the centerline of Highway Road shown as having a radius of 1800.00 feet on said map of Tract No. 7782, a radial line of said concentric curve at said point bears North $67^{\circ} 48' 48''$ East; thence southerly along said concentric curve through a central angle of $6^{\circ} 58' 31''$ an arc distance of 182.89 feet; thence South $44^{\circ} 28' 47''$ West 31.84 feet to the southeasterly terminus of that certain curve in said northerly boundary line of Tract 7782 shown as being concave northeasterly having a central angle of $1^{\circ} 43' 48''$ and a radius of 220.00 feet; thence along said northerly boundary line through the following courses: Northwesterly along said certain curve through a central angle of $1^{\circ} 42' 43''$ an arc distance of 6.57 feet, northwesterly along a compound curve concave northeasterly having a radius of 80.00 feet through a central angle of $42^{\circ} 18' 28''$ an arc distance of 65.38 feet and northwesterly along said curve described above as having a radius of 48.00 feet through a central angle of $28^{\circ} 31' 34''$ an arc distance of 62.84 feet to the TRUE POINT OF BEGINNING.

Containing an area of 27,000 square feet, more or less.

EXHIBIT "C"

Depiction of Properties

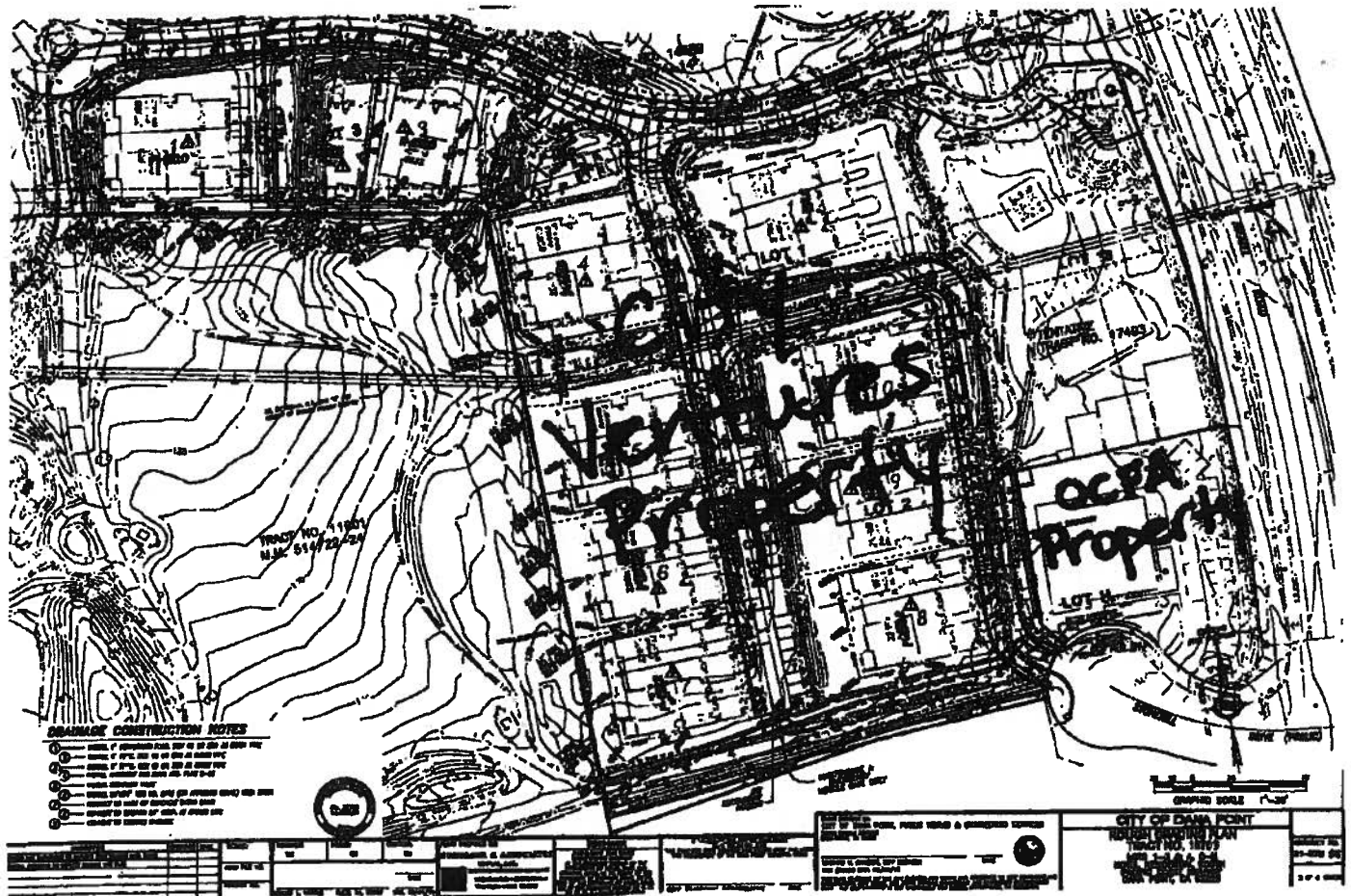


EXHIBIT "D"

Schedule of CV Work

TASK ESTIMATED DURATION

- Demo approx. 20 LF of existing PL block wall & footing to 24" depth 2 days
- Demo existing tree and clear roots to 24" depth 1 day
- Saw cut, demo and haul off of concrete surrounding SDGE transformer 2 days
- Install temp hand hole, conduit, meter pedestals, poles, and span wire 5 days
- SDGE inspection of temp electrical gear 3 - 5 days
- City inspection of temp power gear 3 - 5 days
- SDGE sets glass meters - system is energized 5 - 7 days
- City Ventures pours temp concrete where it was removed on OCFD property 1 day
- City Ventures provides temp fence with wind screen where wall removed 1 day
- Project temp power is dropped 24 months
- Temp concrete adjacent to SDGE transformer is removed 2 days
- Temp power system (above and below ground) is removed 5 - 7 days
- PL block wall is rebuilt 5 days
- Temp fence is removed 1 day

EXHIBIT "E"

Insurance Requirements

- **General Liability including operations, products and completed operations in the amount of \$5,000,000 combined single limit for bodily injury, personal injury and property damage**
- **Automobile in the amount of \$1,000,000 each accident; \$1,000,000 uninsured motorist**
- **Workers' Compensation with limits of \$1,000,000 each accident/\$1,000,000 each employee for disease**
- **Professional Liability with limits of \$1,000,000 each occurrence**

Small construction projects may allow for a reduction in the amount of insurance OCFA will require a construction contractor to carry. Insurance policies shall be with a company that has a current A.M. Best rating of not less than A:VII. A certificate of insurance and requested endorsements to the policy must be received by OCFA Risk Management a minimum of five days prior to the start of the project.

OCFA, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. An endorsement evidencing such coverage is required. For any claims related to this project, City Ventures' insurance coverage shall be primary insurance as respects OCFA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by OCFA, its officers, officials, employees and volunteers shall be excess of City Ventures' insurance and shall not contribute with it.