



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING
Thursday, February 27, 2014
6:30 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 Board of Directors 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 Board, 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 Board. 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 Bob George

PLEDGE OF ALLEGIANCE by Director Sloan

ROLL CALL

PRESENTATIONS

1. Requests for Commendations and Proclamations
Submitted by: Sherry Wentz, Clerk of the Authority

A. Length of Service Recognition

Recommended Action:

Approve requests as submitted and make presentations to those present.

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 Board on items within the Board'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 Board as a whole, and do not engage in dialogue with individual Board 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 Board of Directors meeting.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

MINUTES

2. Minutes from January 9, 2014, (A) Special Board of Directors Meeting and January 23, 2014, (B) Regular Board of Directors Meeting
Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

CONSENT CALENDAR

3. FY 2013/14 Second Quarter Progress Report on Planning & Development Services Activity
Submitted by: Dave Thomas Assistant Chief/Operations Department

Recommended Action:

Receive and file the report.

4. OCFA 2014 Grants Status and Priorities

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

Recommended Action:

Approve OCFA's grant priorities for 2014.

5. Orange County Fire Authority Fire Corps Status Report

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

Recommended Action:

Receive and file the report.

6. Management Partners' Organizational Structure and Management System Review

Submitted by: Keith Richter, Fire Chief

Recommended Action:

Receive and file the report.

7. Disposition of Remaining Hazardous Materials Disclosure Fund Balance

Submitted by: Lori Zeller, Assistant Chief, Business Services Department

Recommended Actions:

1. Direct staff to implement all necessary budget adjustments to remit the \$935,870 in HMD funds designated in the OCFA's General Fund, and to transmit any unclaimed refunds remaining after April 30, 2014, to the Orange County Health Care Agency (HCA). The HCA will deposit the funds in a special revenue account for use in the existing HMD Program.
2. Approve the submitted Indemnification Agreement between the OCFA and the County of Orange to hold the County harmless from liability arising from the transfer of funds.

8. Secured Fire Protection Agreement with Metropolis Gardens, LLC, a California Corporation, for Entitlements in the Metropolis Garden Apartments Development, Tract 17109, in the City of Irvine

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

Recommended Actions:

1. Approve and authorize the Fire Chief to enter into a Secured Fire Protection Agreement with Metropolis Gardens, LLC, for entitlements in the Metropolis Gardens Apartments development, Tract 17109 in the City of Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange and furnish to Metropolis Gardens, LLC, a copy of the conformed document within fifteen (15) days of recordation.

9. Agreement to Transfer Property or Funds for 2012 Homeland Security Grant Program Purposes between the County of Orange Sheriff-Coroner Department and the Orange County Fire Authority

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Actions:

1. Adopt the proposed Resolution approving and authorizing the Fire Chief, or his designee, to execute the Agreement to Transfer Property or Funds for 2012 Homeland Security Grant Program Purposes.
2. Increase revenue and appropriations in the FY 2013/14 General Fund by \$160,000 for the Fire Captain position at the Orange County Intelligence Assessment Center.

10. Appointment of Special Litigation Counsel for Validation Proceedings

Submitted by David Kendig, General Counsel, and Keith Richter, Fire Chief

Recommended Action:

Appoint T. Peter Pierce of Richards, Watson & Gershon as special litigation counsel to represent the OCFA in the Validation Action, and authorize the Fire Chief to execute a professional services agreement and the Disclosure and Consent Letter as proposed.

DISCUSSION CALENDAR

11. Update on the 911 Emergency Ambulance Contract Request for Proposals

Submitted by Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Submit a formal request from the OCFA Board of Directors to the Orange County Emergency Medical Services (OCEMS) Medical Director, requesting that the County of Orange (County) continues to include the following provisions in the 911 Emergency Ambulance Contract Request for Proposal (RFP) process:

Require the contracted ambulance service provider(s) to reimburse OCFA for advanced life support (ALS) services and medical supplies provided by OCFA to patients whom are subsequently transported to the hospital by the ambulance service provider(s). ALS reimbursement and medical supply rates shall not exceed OCFA's marginal costs for ALS paramedic services and supplies, and shall be approved by the County Board of Supervisors each year.

12. Communications Work Program Prepared by SAE Communications

Submitted by: Keith Richter, Fire Chief

Recommended Actions:

1. Receive and file the attached 2014 Communications Work Program, prepared by SAE Communications.
2. Direct staff to prepare the Job Class Specifications for a new civilian position titled "Director of Communications & Public Affairs," conduct research for the appropriate salary range, and return to the Executive Committee for approval of the specifications in March 2014.

3. Approve and authorize the Fire Chief to execute the attached Professional Services Agreement with SAE Communications in an amount not-to-exceed \$93,600, with the following proposed work:
 - a. Provide communications counsel regarding a variety of issues/projects in the interim period until the new “Director of Communications & Public Affairs” position is filled.
 - b. Assist with the preparation of Job Class Specification details and the recruitment to fill the new “Director of Communications & Public Affairs” position.
 - c. Assist with the implementation of the proposed 2014 Communications Work Program.
4. Find that, due to the significant time constraints, it would be impractical to follow the bidding requirements in the OCFA Purchasing Rules and Regulations prior to approval of the Professional Services Agreement, and find that the welfare of the public would be promoted by dispensing with the bidding requirements.
5. Direct staff to include the cost of this Agreement in the mid-year budget adjustments that will be submitted to the Budget and Finance Committee and Board of Directors in March 2014.

13. Standards of Coverage and Deployment Study

Submitted by: Keith Richter, Fire Chief

Recommended Actions:

1. Receive and file the Orange County Fire Authority-Standards of Coverage and Deployment Plan 2014 submitted by Emergency Services Consulting, Intl (ESCi).
2. Adopt the Urban, Rural, and Wilderness Performance Area Map, as recommended by ESCi.
3. Adopt the following response-time performance goals, as recommended by ESCi:

Activity / Incident Type	Performance Area	Response-Time Performance Goal (to be achieved in 90% of all responses)
Call Processing	Urban, Rural, Wilderness	60 seconds
Turnout	Urban, Rural, Wilderness	90 seconds
Core Incident (Fire, EMS, Rescue), First Arriving Response Unit	Urban	7 minutes, 30 seconds
	Rural	12 minutes
	Wilderness	As soon as practical
Advanced Life Support (ALS), First Arriving ALS Response Unit	Urban	10 minutes
	Rural	14 minutes, 30 seconds
	Wilderness	As soon as practical
Moderate Risk Structure Fire, Full First Alarm Assignment	Urban	12 minutes, 30 seconds
	Rural	16 minutes, 30 seconds
	Wilderness	As soon as practical
Moderate Risk Rescue Incident, Full First Alarm Assignment	Urban	12 minutes, 30 seconds
	Rural	16 minutes, 30 seconds
	Wilderness	As soon as practical

4. Direct the Fire Chief to continually manage, evaluate, and implement deployment strategies which support the newly adopted goals and provide annual status updates to the Board of Directors.

14. Board Stipends, Board Attendance, and Additional Standing Committees

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Receive and file the report.

PUBLIC HEARING(S)

No items.

REPORTS

15. Chief's Report

BOARD MEMBER COMMENTS

CLOSED SESSION

CS1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Name of Case: Orange County Fire Authority and City of Irvine v All Persons
Interested in the Matter of the Validity of that Second Amendment to
Amended Joint Powers Authority

Case No.: OC Superior Court Case No. 30-2013-006945527

Authority: Government Code Section 54956.9(d)(1)

CLOSED SESSION REPORT

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for March 27, 2014, at 6:30 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 Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 20th day of February.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, March 12, 2014, 12 noon
Special Board of Directors Meeting	Thursday, March 13, 2014, 6:30 p.m.
Claims Settlement Committee Meeting	Thursday, March 27, 2014, 5:00 p.m.
Executive Committee Meeting	Thursday, March 27, 2014, 5:30 p.m.
Board of Directors Meeting	Thursday, March 27, 2014, 6:30 p.m.

PRESENTATIONS - AGENDA ITEM NO. 1
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Craig Kinoshita
Deputy Fire Chief

SUBJECT: **Length of Service Recognitions**

Summary:

This is an opportunity to highlight our tenured employees and allow the Board an opportunity to meet and recognize them for their service to the Orange County Fire Authority.

Recommended Action:

Recognize Length of Service recipients in attendance.

Background:

All employees including professional and suppression staff members that achieve five year milestone steps beginning with 30 years of service will be regularly invited for length of service recognition at regular meetings of the Board of Directors following the closest anniversary date.

The following OCFA employees have reached milestone service anniversaries and have been invited to attend tonight's Board meeting for recognition:

30 Years
Robert Barnard/Fire Apparatus Engineer
Tommy Harris/Fire Apparatus Engineer/Paramedic
Oddsverre Johannessen/Fire Apparatus Engineer

The following OCFA employee has confirmed his attendance at the time of the preparation of the agenda report:

30 Years
Tommy Harris/Fire Apparatus Engineer/Paramedic

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Elizabeth Deacon, Office Services Specialist
elizabethdeacon@ocfa.org
(949) 347-2240

Attachments:

None.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Special Meeting
Thursday, January 9, 2014
5:30 P.M.**

**Regional Fire Operations and Training Center
Board Room
1 Fire Authority Road
Irvine, CA 92602-0125**

CALL TO ORDER

A special meeting of the Orange County Fire Authority Board of Directors was called to order on January 9, 2014, at 5:32 p.m. by Chair Steven Weinberg.

INVOCATION

Chaplain Jeff Hetschel offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Bob Baker, San Clemente
Randal Bressette, Laguna Hills
Gerard Goedhart, La Palma
Gene Hernandez, Yorba Linda
Warren Kusumoto, Los Alamitos
Jerry McCloskey, Laguna Niguel
Al Murray, Tustin
Sal Tinajero, Santa Ana
Elizabeth Swift, Buena Park
Phillip Tsunoda, Aliso Viejo

Rick Barnett, Villa Park
Carol Gamble, Rancho Santa Margarita
Noel Hatch, Laguna Woods
Trish Kelley, Mission Viejo
Jeffrey Lalloway, Irvine
Kathryn McCullough, Lake Forest
Janet Nguyen, Alternate, County of Orange
David Shawver, Stanton
Tri Ta, Westminster
Steven Weinberg, Dana Point

Absent: Joseph Aguirre, Placentia
Robert Johnson, Cypress
Pat Bates, County of Orange

Sam Allevato, San Juan Capistrano
David Sloan, Seal Beach
Todd Spitzer, County of Orange

Also present were:

Fire Chief Keith Richter
Deputy Chief Craig Kinoshita
Assistant Chief Dave Thomas
Assistant Chief Brian Stephens

Assistant Chief Lori Zeller
General Counsel Dave Kendig
Clerk of the Authority Sherry Wentz
Assistant Clerk Lydia Slivkoff

PRESENTATIONS

No items.

PUBLIC COMMENTS (F: 11.11)

Chair Weinberg opened the Public Comments portion of the meeting. Chair Weinberg closed the Public Comments portion of the meeting without any comments.

CLOSED SESSION (F: 11.15)

General Counsel David Kendig reported the Board would be convening to Closed Session to consider the matter on the Agenda identified as CS1, Conference with Labor Negotiator.

Chair Weinberg recessed the meeting to Closed Session at 5:36 p.m.

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: Peter Brown, Liebert Cassidy Whitmore
Employee Organizations: Orange County Professional Firefighters' Association,
Local 3631
Authority: Government Code Section 54957.6

Chair Weinberg reconvened the meeting at 7:15 p.m.

CLOSED SESSION REPORT (F: 11.15)

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

ADJOURNMENT – Chair Weinberg adjourned the meeting at 7:16 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for January 23, 2014, at 6:30 p.m.

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

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, January 23, 2014
6:30 P.M.**

**Regional Fire Operations and Training Center
Board Room
1 Fire Authority Road
Irvine, CA 92602-0125**

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on January 23, 2014, at 6:30 p.m. by Chair Steven Weinberg.

INVOCATION

Chaplain Robert Benoun offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Sam Allevato, San Juan Capistrano	Angelica Amezcua, Alternate, Santa Ana
Bob Baker, San Clemente	Pat Bates, County of Orange
Randal Bressette, Laguna Hills	Carol Gamble, Rancho Santa Margarita
Gerard Goedhart, La Palma	Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda	Robert Johnson, Cypress
Trish Kelley, Mission Viejo	Warren Kusumoto, Los Alamitos
Jeffrey Lalloway, Irvine	Jerry McCloskey, Laguna Niguel
Kathryn McCullough, Lake Forest	Al Murray, Tustin
Gordan Shanks, Alternate, Seal Beach	Todd Spitzer, County of Orange
Elizabeth Swift, Buena Park	Chad Wanke, Placentia
Tri Ta, Westminster	Phillip Tsunoda, Aliso Viejo
Steven Weinberg, Dana Point	

Absent: Rick Barnett, Villa Park	David Shawver, Stanton
David Sloan, Seal Beach	Sal Tinajero, Santa Ana

Also present were:

Fire Chief Keith Richter	General Counsel Dave Kendig
Deputy Chief Craig Kinoshita	Assistant Chief Brian Stephens
Assistant Chief Dave Thomas	Assistant Chief Lori Zeller
Clerk of the Authority Sherry Wentz	Assistant Clerk Lydia Slivkoff

ADMINISTRATION OF OATH OF OFFICE FOR THE NEWLY APPOINTED BOARD MEMBERS (F: 11.02C)

Clerk of the Authority Sherry Wentz administered the Oath of Office to newly appointed Board member Chad Wanke, City of Placentia.

PRESENTATIONS

1. Fire Chief's Action Plan (F: 17.10A)

By consensus of the Board, the Board voted to receive the Fire Chief's Action Plan.

Fire Chief Keith Richter provided a PowerPoint presentation on his Action Plan.

PUBLIC COMMENTS (F: 11.11)

Chair Weinberg opened the Public Comments portion of the meeting. Chair Weinberg closed the Public Comments portion of the meeting without any comments.

Director Spitzer requested Agenda Item No. 4 be considered prior to Closed Session. Chair Weinberg pulled Agenda Item No. 4 for separate consideration.

Director Bates arrived at this point (7:15 p.m.)

CLOSED SESSION (F: 11.15)

General Counsel David Kendig reported the Board would be convening to Closed Session to consider the matter on the Agenda identified as CS1, Conference with Labor Negotiator.

Chair Weinberg recessed the meeting to Closed Session at 7:30 p.m.

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: Peter Brown, Liebert Cassidy Whitmore
Employee Organizations: Orange County Professional Firefighters' Association,
Local 3631
Authority: Government Code Section 54957.6

Chair Weinberg reconvened the meeting at 9:43 p.m.

CLOSED SESSION REPORT (F: 11.15)

General Counsel David Kendig indicated the Board had took no reportable action.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)

Budget and Finance Committee Chair Beth Swift reported at the January 8, 2014, meeting of the Budget and Finance Committee, the Committee discussed and voted unanimously to send the FY 2013/14 Mid-Year Financial Report to the Board of Directors with the recommendation that the Board approve the item. She also reported the Committee extensively reviewed the use of an external investment manager, and voted unanimously to recommend the OCFA's Treasurer to continue to invest funds internally.

MINUTES

2. Minutes from November 21, 2013 (A), Board of Directors Regular Meeting, and Minutes from the December 11, 2013 (B), Board of Directors Special Meeting (F: 11.06)

On motion of Director Bressette and second by Director Lalloway, the Board voted to approve the Minutes from the November 21, 2013, Regular Board of Directors and December 11, 2013, Special Board of Directors meetings. Directors Allevato, Baker, Shanks, Swift, and Wanke noted abstentions for the November 21, 2013, Regular Board of Directors meeting, and Directors Allevato, Amezcua, Baker, Bates, Shanks, Ta, and Wanke noted abstentions for the December 11, 2013, Special Board of Directors meeting.

CONSENT CALENDAR

Director Gamble pulled Agenda Item No. 6, Director Goedhart pulled Agenda Item Nos. 3 and 9, and Director Spitzer pulled Agenda Item Nos. 5, 8, and 9 for separate consideration.

3. Amendments to Board Rules of Procedure (F: 11.03) (X: 12.02A) (X: 12.02D)

Director Goedhart pulled the agenda item to note his objection to allowing the Human Resources Committee to serve as an advisory committee for the Board of Directors on matters relating labor negotiations.

Fire Chief Richter indicated the Human Resources Committee would be an advisory committee to the Board of Directors, and the full Board would set policy.

On motion of Director Bressette and second by Director Hernandez, the Board voted to:

1. Authorize the establishment of a Human Resources (HR) Committee as an additional standing committee to serve in an advisory capacity to staff and the Board of Directors.
2. Approve the submitted HR Committee Protocols.

3. Approve Resolution 2014-01 to amend the Board Rules of Procedure to reflect the additional standing committee, and other proposed changes.

RESOLUTION NO. 2014-01
A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
AMENDING THE BOARD OF DIRECTORS RULES OF PROCEDURE

Directors Baker, Gamble, Goedhart, McCullough, and Spitzer voted in opposition.

4. Management Partners' Organizational Structure and Management System Review
(F: 17.16)

Director Spitzer pulled this item for a consultant update prior to meeting in Closed Session.

Cathy Standiford, Management Partners, provided a status update on the Organizational Structure and Management System Review.

On motion of Director Bressette and second by Vice Chair Murray, the Board voted unanimously to receive and file the report.

5. Update on the OCFA 911 Emergency Ambulance Contract Phase 1 Request for Proposals (F: 18.05B 2014)

Director Spitzer pulled this agenda item to note the County of Orange Emergency Medical Services had been informed by the State of California that the County's delegation of conducting requests for ambulance proposals to the OCFA may be unlawful. He also indicated the item had not been presented to the Orange County Board of Supervisors, therefore he would need to abstain.

On motion of Director Ta and second by Vice Chair Murray, the Board voted to direct staff to continue working with Orange County Emergency Medical Services to assist with the OCFA 911 Emergency Ambulance Contract Request for Proposal process, as authorized by the State and/or County. Directors Bates and Spitzer abstained.

6. Award of Construction Contract for New Fire Station 56, Sendero Ranch
(F: 19.07C56)

Director Gamble pulled this item to note her opposition to providing a 5% contingency in the contract.

Property Manager Steve Chambers indicated the OCFA has always included contract contingency funds to avoid delays caused by unforeseen events.

On motion of Vice Chair Murray and second by Director Ta, the Board voted by roll call vote to:

1. Accept the design-build proposal submitted by Erickson-Hall Contractors.
2. Award the contract for design and construction of Fire Station 56 to Erickson-Hall Construction for a guaranteed maximum cost not to exceed \$5,000,000 dollars.
3. Authorize a 5% construction contingency of \$250,000 dollars.

SUPPORT (14)

Sam Allevato, San Juan Capistrano
Randal Bressette, Laguna Hills
Noel Hatch, Laguna Woods
Trish Kelley, Mission Viejo
Jeffrey Lalloway, Irvine
Al Murray, Tustin
Elizabeth Swift, Buena Park

Bob Baker, San Clemente
Gerard Goedhart, La Palma
Robert Johnson, Cypress
Warren Kusumoto, Los Alamitos
Jerry McCloskey, Laguna Niguel
Gordan Shanks, Alternate, Seal Beach
Steven Weinberg, Dana Point

OPPOSED (6)

Angelica Amezcua, Alternate, Santa Ana
Gene Hernandez, Yorba Linda
Todd Spitzer, County of Orange

Carol Gamble, Rancho Santa Margarita
Kathryn McCullough, Lake Forest
Chad Wanke, Placentia

ABSTAINED (1)

Pat Bates, County of Orange

ABSENT (4)

Rick Barnett, Villa Park
Tri Ta, Westminster

David Shawver, Stanton
Phillip Tsunoda, Aliso Viejo

Director Ta left at this point (10:10 p.m.)

7. Approval of Agreement for Transfer or Purchase of Equipment/Services or for Reimbursement of Training Costs for FY 2012 Urban Areas Security Initiative (UASI) Between the City of Santa Ana and the Orange County Fire Authority (F: 16.02A)

On motion of Vice Chair Murray and second by Director Lalloway, the Board voted unanimously to:

1. Adopt Resolution 2014-02 approving and authorizing the Fire Chief to execute the Agreement to Transfer or Purchase Equipment/Services and for Reimbursement of Training Costs for FY 2013 Urban Areas Security Initiative between the City of Santa Ana and the Orange County Fire Authority.

RESOLUTION NO. 2014-02
A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS AUTHORIZING FIRE CHIEF TO EXECUTE
DOCUMENTS NECESSARY TO OBTAIN FEDERAL ASSISTANCE

2. Direct staff to include \$8,535.00 in increased revenue and appropriations in the FY 13/14 budget, which will be allocated to reimburse OCFA for preapproved training. Any unspent funds will be re-budgeted to the next fiscal year.

8. Adoption of OCFA 2014 Legislative Policy Guidelines (F: 11.10F)

Director Spitzer pulled this item to note his opposition to the restriction of the sale of fireworks.

On motion of Director Bressette and second by Director Hernandez, the Board voted unanimously to adopt the OCFA 2014 Legislative Policy Guidelines, excluding Public Protection, Fireworks, 1.1 to be considered by a separate motion, and Public Protection, Fire Protection 2.4 to be considered at a future meeting, and direct OCFA staff to initiate procedures to implement those policies.

On motion of Director Bressette and second by Vice Chair Murray, the Board voted to adopt the OCFA 2014 Legislative Policy Guideline for Public Protection, Fireworks, 1.1. Directors Amezcua, Bates, Lalloway, McCullough, Spitzer, Swift, and Wanke voted in opposition.

9. FY 2013/14 Mid-Year Financial Report (F: 15.04 2013/14)

Director Spitzer pulled this item to note the OCFA has not received a judicial review resolution, therefore should not be distributing funds as indicated in the equity resolution.

General Counsel Dave Kendig indicated OCFA is seeking a Validation Action, which doesn't require OCFA to treat the contract as invalid.

Assistant Chief Zeller indicated the City of Irvine has indicated it will place the funds into a reserve account until the contract has been validated.

Director Goedhart requested staff provide information in support of unfreezing staff positions.

Assistant Chief Zeller provided an overview of staffing needs, and Assistant Fire Marshal Pete Bonano and Clerk of the Authority Sherry Wentz provided justification for positions.

On motion of Vice Chair Murray and second by Director Bressette, the Board voted to:

1. Direct staff to implement all necessary budget adjustments to allocate \$3,000,000 of the \$6,134,590 of available unencumbered funds identified in the 2012/13 annual

- financial audit to the OCFA's Unfunded Actuarial Accrued Liabilities with the Orange County Employees Retirement System, and allocate any remaining funds to the OCFA's Capital Improvement Program for capital needs.
2. Direct staff to implement all necessary budget adjustments to issue the 2013/14 equity payment to the City of Irvine in the amount of \$5,976,162, in accordance with the Second Amendment to the Amended Joint Powers Agreement.
 3. Direct staff to implement necessary budget adjustments to unfreeze specified positions for the Community Risk Reduction and Business Services Departments, as explained herein.
 4. Direct staff to return to the Board of Directors in March 2014, for approval of all additional budget adjustments discussed herein for the FY 2013/14 budget.

Director Spitzer abstained.

DISCUSSION CALENDAR

No items.

PUBLIC HEARING(S)

No items.

REPORTS

10. Chief's Report (F: 11.14)

Fire Chief Richter thanked staff for all the assistance being provided to fallen Fire Apparatus Engineer Greg Hennessey's family.

BOARD MEMBER COMMENTS

Director Gamble commended staff for trying to help Engineer Hennessey, and encouraged everyone to pray for them as they stepped up to a difficult situation. She also indicated the City of Rancho Santa Margarita closed their City Council meeting in honor of Engineer Hennessey.

Director Baker indicated the City of San Clemente closed their Council meeting in honor of Engineer Greg Hennessey.

Vice Chair Murray indicated the City of Tustin closed their Council meeting in honor of Engineer Greg Hennessey, and noted his thoughts and prayers were with their family.

Chair Weinberg thanked Fire Chief Richter for providing a presentation at the Dana Point Council meeting.

Minutes

OCFA Board of Directors Regular Meeting

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ADJOURNMENT - Chair Weinberg adjourned the meeting at 10:37 p.m. in honor of fallen Fire Apparatus Engineer Greg Hennessey. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for February 27, 2014, at 6:30 p.m.

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

CONSENT CALENDAR – AGENDA ITEM NO. 3
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: David Thomas, Assistant Chief
Operations Department

SUBJECT: **FY 2013/14 Second Quarter Progress Report on Planning & Development Services Activity**

Summary:

This agenda item is submitted to provide a 3-month summary of activities in the Planning and Development Services Section. The attached report summarizes plan review and inspection activities by volume, average turnaround time and success in meeting turnaround time target goals.

Recommended Action:

Receive and file the report

Background:

Plan reviews dropped to 78% in the second quarter of this fiscal year, compared to 92% for the same period last fiscal year. The performance indicator is to maintain a 90% return for 5 and 10 day submittals. While we fell short of meeting this 90% indicator, the average plan check turnaround time was just at 9 days from submittal to ready for pickup. The drop in the second quarter percentage can be attributed to the increase in the number of plans submitted and staffing shortages. Overtime has been authorized for all late plans. Due to a recent Planning and Development reorganization, Staff anticipates an improvement with this indicator.

Construction inspections increased to 85% in the second quarter, compared to 67.6% for the first quarter of this fiscal year. This increase was due to the reliance of overtime personnel conducting inspections on our closed Fridays. The performance indicator for construction inspections is to maintain a 90% turnaround from the time a call is placed for an inspection to an inspector on the job site within 48 hours. The drop in efficiency is due to the increase workload coupled with ongoing staffing shortages. It's anticipated that construction inspection efficiencies will improve this indicator due to the recent action that the Board took to unfreeze two construction inspector positions.

Additionally, during this last quarter Staff completed the 2013 code adoption with each partner agency's Building Official.

Impact to Cities/County:

None

Fiscal Impact:

None

Staff Contact for Further Information:

Pete Bonano, Deputy Fire Marshal

petebonano@ocfa.org

(714) 573-6101

Attachment:

FY 2013/14 2nd Quarter Plan Review and Construction Inspections Summaries

Attachment
FY 2013/14
Plan Review and Construction Inspection Summaries

PLAN REVIEW

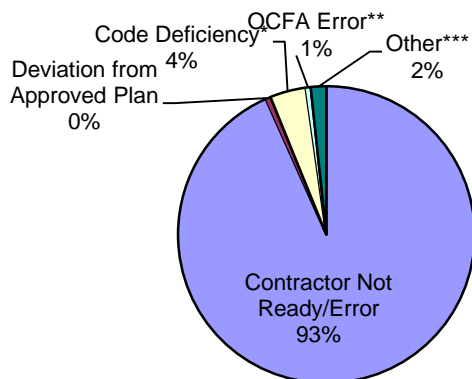
FY Quarter	Total Plans Received	Total Plans Reviewed	Plans Within Target Goals	% of Plans Within Target Goals
Jan - Mar 2012/13	1,557	1,449	1,185	82%
Apr - Jun 2012/13	1,834	1,816	1,521	84%
Jul - Sept 2013/14	1,864	1,955	1,451	74%
Oct - Dec 2013/14	1,832	1,813	1,413	78%
Totals	7,087	5,220	4,157	80%

CONSTRUCTION INSPECTIONS

Quarter	Total Inspections*	Reinspections		Within 48 Hour Goal or At Customer's Request		Late	
		Number	Percent	Number	Percent	Number	Percent
Jan - Mar 2012/13	2,589	97	4.1	2,158	90.7	221	9.3
Apr - Jun 2013/13	3,044	145	5.1	2,412	85.4	411	14.6
Jul - Sept 2013/14	4,030	190	5.5	2,321	67.6	1112	32.4
Oct - Dec 2013/14	3,785	253	6.7	3,326	87.9	459	12.1
Totals	13,448	432	3.6%	10,217	85%	1,744	14.6%

*Total Inspections may exceed the total volume of On-Time and Late Inspections due to completion of unscheduled and administrative inspections.

REASONS FOR REINSPERCTIONS
October 2013 - December 2013



*Code Deficiency - Not shown on plan and not in compliance with code requirement.
 **OCFA Error - Deficiency not identified during plan review and caught in field, or inspector concurred with something not installed correctly.
 ***Reasons that are seldom used such as Contractor Not Present

CONSENT CALENDAR - AGENDA ITEM NO. 4
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **OCFA 2014 Grants Status and Priorities**

Summary:

This item is submitted for consideration and adoption of OCFA's annual grant priorities and to provide an update on pending grant award projects and applications.

Committee Action:

At its February 5, 2014, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Approve OCFA's grant priorities for 2014.

Background:

The Board of Directors adopted a formal Grants Policy at its meeting on November 17, 2011. The policy requires staff to annually present status of past grants and identify priorities for the upcoming year. The intent is not to provide an all-inclusive list of grants and projects that OCFA staff may pursue over the next year. As best as possible, staff identified grants and projects where there are existing needs and resources available. As opportunities arise in the future, staff will consider application if an appropriate project and resources are available. This will be done in compliance with the Board adopted Grants Policy.

Following are those grant programs with regular funding and application cycles. Staff has sought to provide an outlook for each grant with potential projects.

Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG)

This federally funded grant seeks to improve firefighter safety by funding local projects in the categories of training, personal protective and firefighting equipment, wellness and fitness programs and interoperability. The OCFA's 2011 application for \$1,742,317 to purchase 385 Self Contained Breathing Apparatus (SCBAs) was awarded on January 22, 2012 and is pending formal closeout by FEMA. The OCFA's 2012 application was awarded on December 28, 2012 for \$172,400 to purchase 16 Thermal Imaging Cameras. As a result of the bid process the cameras came in under the original cost and OCFA was able to purchase 6 additional cameras. All equipment has been purchased and funds have been received. This application is also awaiting formal closeout by FEMA.

In considering future projects it is important to note that the AFG program prioritizes projects and equipment requests that directly improve firefighter safety. This includes new or improved personal protective equipment, training and improved interoperability during regional incidents. Staff continues to solicit requests annually throughout the organization to identify competitive projects. The next AFG grant application period will likely occur in summer or fall of 2014.

Some possible future projects may include:

- Wellness and Fitness Program Improvements
- Microwave Antenna Repeaters
- Truck Company Extrication Tools and Protective Gear
- EMS Cardiac Monitors/Defibrillators
- Firefighter Safety Equipment

FEMA Fire Prevention and Safety Grant

This FEMA funded grant is targeted at activities that improve community safety. Typical priorities are projects that purchase and install smoke alarms, provide education on identified community risks, arson prevention, sprinkler and other prevention related projects. OCFA recently completed a 2010 grant award for \$415,000 and received approval on our formal closeout report. This grant provided funds to purchase smoke alarms and stove top cooking safety devices in various communities.

In 2012, the OCFA sought additional funding for smoke alarm projects in Mission Viejo and Laguna Woods. Unfortunately, this application was not awarded. This grant was expected to open for application again in January 2014 but as of the writing of this report has not been formally released.

Other possible projects for this program that may be eligible are wildland fire education activities, education props, curriculum materials or sprinkler education and installation projects.

FEMA Staffing for Adequate Fire and Emergency Response (SAFER)

The SAFER grant is the only grant that funds the hiring or rehiring of firefighters. SAFER grants provide financial assistance to help fire departments increase frontline firefighters, rehire firefighters that have been laid off, retain firefighters facing imminent layoffs, or filling of positions that were vacated through attrition. A second component of this grant also provides funds to assist volunteer or combination career/volunteer departments like OCFA to address issues of recruitment and retention of volunteers.

The first portion of this grant focused on hiring of career firefighters underwent significant revision in 2009, shifting from hiring new firefighters to assisting local agencies dealing with the financial impacts from declining revenues. Prior to 2009, there was no consideration given to rehiring laid-off firefighters or retaining those facing layoff. The focus prior to 2009 was adding and enhancing additional staffing capabilities. However since 2009 the grant has established the following priorities:

- First priority: Rehiring laid-off firefighters
- Second priorities: Retention of firefighters who face imminent layoff and/or filling positions vacated through attrition, but not filled due to economic circumstances
- Third priority: Hiring new firefighters

One requirement of the grant is that awardees must maintain staffing levels during the entire period of the grant (1 or 2 years depending on application). This requires awardees to fill positions vacated due to normal attrition (retirements and other terminations). The grant also prohibits the elimination of positions during the award period for any reason. This has led to our

ongoing reluctance to apply for this grant under the hiring of career firefighter portion of this grant.

Alternatively, the SAFER grant also allows applicants to seek funding for the recruitment and retention of volunteer firefighters. An application was submitted in 2012 seeking funds for the Community Volunteer Services Battalion Chief and training staff time associated with conducting future Reserve program academies. Staff was informed in late 2012 that our application was being considered for further review and possible award. However, when asked by FEMA whether we would consider committing additional resources or a significant expansion of the program staff felt that we could not make that commitment. This application was not awarded. It was not resubmitted in 2013 given our ongoing fiscal concerns and reluctance to increase resources to the program.

In 2014 we do not expect significant changes to the grant program priorities as a number of departments across the country continue to experience fiscal pressures. Depending on the improved fiscal outlook OCFA could consider submitting a request under the "Hiring New" category. While that is the lowest priority under this grant program when compared to preventing layoffs or re-hiring projects federal rules allot a certain percentage of funds to the "Hiring New" category. Compared to other regions of the country, and the State, Orange County is experiencing a better local fiscal outlook. Therefore, competition under this category might be more favorable to OCFA. We must still be conscious of the long term commitments that receiving an award impose on OCFA. As more information becomes available about the next application period, expected to be in fall 2014, staff will communicate with the Executive Management team and return to Budget and Finance Committee if a project for hiring is warranted.

FEMA Predisaster Mitigation Grant (PDM)

OCFA received a FY 2010 federal earmark/grant award of \$252,000 for the Ready, Set, Go! Cowan Heights project. However, this federal grant program has imposed a number of requirements for federal environmental review and restricted the OCFA on the amount and type of work that can be done with these grant funds. Staff is considering rejecting this grant given the changing nature of the requirements being imposed by FEMA. Alternatively, the OCFA is working both independently and with County Parks Department to identify other funding sources.

Fire Safe California Grants Clearinghouse

The Grants Clearinghouse is a program of the California Fire Safe Council (CFSC). It is a centralized grant process that makes it easier to find and apply for wildfire prevention grants to support community projects. Agencies like the US Forest Service, Bureau of Land Management, and the Department of Interior use the Clearinghouse to pass through funds to eligible projects.

In 2013 the OCFA was awarded a grant for \$158,064 to perform hazardous fuel removal work in the Peters Canyon/Cowan Heights area. Environmental review preceded much smoother with this grant even though it also involved the use of federal funds. On January 6, 2014 the OCFA hand crew began removing trees identified as hazards. This project is being coordinated with the County Parks Department.

SRA Fee and Other Funds

New sources of funding becoming available include SRA Fee monies and in some cases State Park Bond funds. To date the State has allocated limited sums of SRA monies to the California Conservation Corps (CCC) and CAL FIRE for fuel reduction in the SRA. The OCFA has been in touch with the CCC about possible projects eligible sites within the SRA. One benefit of this arrangement would be the CCC can work year whereas the OCFA hand crew's primary mission is fire operations and suppression. This would also ensure that Orange County communities in the SRA receive some benefit from the SRA fees they pay to the State.

Additionally, in 2013 there were discussions during State budget hearings with CAL FIRE about the establishment of a formal SRA Grant Program. Those discussions have been put on hold based on the Department of Finance's concerns about creating new programs while there is pending litigation on the validity of the SRA fee. Staff will monitor Budget discussions in 2014 for renewed discussion on any SRA Grant Program.

Metropolitan Medical Response System (MMRS)

In the transition of Santa Ana Fire to OCFA the responsibility for executing the MMRS grant was assumed by OCFA. This grant was historically awarded by the Department of Homeland Security (DHS) as a pass through via the California Emergency Management Agency and the County of Orange directly to the City of Santa Ana. The grant allows agencies to fund equipment, training and planning activities intended to improve the regional capabilities to respond to a mass casualty incident.

In 2011 this grant program was eliminated and combined into other DHS grant programs. The funding allocated directly to Santa Ana will end with the FY 2011 grant cycle which closes in 2014. OCFA has assumed responsibility for executing the FY 2010 grant in the amount of \$317,419 and the FY 2011 grant in the amount of \$277,468.

Urban Search and Rescue (US&R) 2013 Cooperative Agreement

California Task Force Five (CA TF-5), located in Orange County and sponsored by the Orange County Fire Authority, is one of 28 National US&R Task Forces. CA TF-5 has used past grant funds and activation reimbursements to equip and train the task force members for the mission of rescuing victims in collapsed structures and for weapons of mass destruction/terrorist responses. This grant was accepted by the Board on November 21, 2013 for an amount of \$1,244,644.

Unlike other grants there is no fixed level of cost share required but significant amounts of OCFA resources and staff time are involved with this program. This is primarily as a result of the federal government not fully funding this federal program. Originally this program was intended to provide the Federal Government a capability it did not have at the time. It was originally intended to be of no or very little impact to local agency resources. Over time as the capabilities and mission have expanded federal funding has not kept up.

This year's grant funds are divided into four major categories, and the DHS (Department of Homeland Security)/FEMA/US&R Program is allocating funds in the following amounts to our Task Force for these specific categories:

- ❑ *Administration*
 - \$411,234 for administration of the program
- ❑ *Training*
 - \$298,000 for training delivery (including travel expenses)
- ❑ *Equipment/Cache*
 - \$156,380 for equipment acquisition, HazMat/WMD, water rescue equipment and other Task Force expenses
- ❑ *Storage and Maintenance*
 - \$379,040 for storage and maintenance of cache equipment

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Jay Barkman, Grants Administrator
jaybarkman@ocfa.org
(714) 573-6048

Attachments:

None.

CONSENT CALENDAR – AGENDA ITEM NO. 5
BOARD OF DIRECTORS MEETING
February 27, 2013

TO: Board of Directors, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Orange County Fire Authority Fire Corps Status Report**

Summary:

This item is submitted to provide the annual status report on the OCFA Fire Corps Program.

Recommended Action:

Receive and file the report.

Background:

For several years, the OCFA has desired to develop a community-based volunteer program for non-emergency response needs. Although the OCFA currently has a Reserve Firefighter Program, the program is used for emergency response and incident support. The OCFA Board of Directors approved the development of a Fire Corps Program in two actions:

1. Adoption of 2010-2015 OCFA Strategic Plan (Objective #1-F)
2. Adoption of January 26, 2012 Fire Corps staff report and proposal

The 2010-2015 Strategic Plan identifies this intent in Objective 1-F: “Implement a community-based volunteer program to assist OCFA in achieving its mission.”

OCFA Management developed a multi-discipline project team in early 2011 to research and report on the formation and implementation of a community volunteer program. The Project Team focused on existing programs, as well as reviewing programs of other agencies. Focus was targeted on the federally established Fire Corps, which is a Citizen Corps model program. Citizen Corps is coordinated by the Department of Homeland Security's Federal Emergency Management Agency. The Citizen Corps volunteer programs were developed as part of the USA Freedom Corps Act following the attacks on September 11, 2001.

Nationally, many fire departments utilize Fire Corps programs in a variety of roles and responsibilities and tailor the program to fit their individual needs. The OCFA's Project Team, including members representing the Orange County Professional Firefighter Association, Chief Officers Association, and the Orange County Employees Association surveyed OCFA Managers to determine the uses and roles of a potential future program within the organization.

Based on these surveys, five core events were initially targeted for the utilization of these volunteers:

1. Community Festivals and Fairs
2. OCFA Open House
3. OCFA Smoke Alarm Program
4. RFOTC Public Tours
5. Community Outreach Events

The Community Volunteer Services Battalion Chief has overseen the implementation and the development of the OCFA's Fire Corps program. During 2012 multiple systems were established for marketing, recruitment, Human Resources processing and training. The first event of the OCFA Fire Corps program was our "Open House" in October of 2012. In May of 2013, the coordination and management of the Fire Corps program transitioned from Community Volunteer Services to the Community Risk Reduction section to be more aligned with the Fire Corps core mission.

During 2013, there were two training sessions provided for our 26 Fire Corps volunteers with an emphasis on community education. These sessions were conducted by our Community Education staff. In excess of 195 hours were donated by our volunteers while participating in 16 events. These events consisted of smoke alarm installations, neighborhood safety canvassing and support activities in our multi-media, finance and We Fit sections.

Impact to Cities/County:

The OCFA Fire Corps provides an opportunity for community-minded residents of our partner agencies to serve their OCFA and neighbors in a non-emergency response role.

Fiscal Impact:

Current national statistics estimate the value of volunteering in California at an average of \$23.42 per hour worked. The value added to the OCFA in 2013 due to the Fire Corps program is estimated at \$4,566.90. It is anticipated that this will increase in the future as the scope of the program evolves.

Staff Contact for Further Information:

George Casario, Battalion Chief, Community Volunteer Services
georgecasario@ocfa.org
(714) 573-6050

Attachments:

None.

CONSENT CALENDAR - AGENDA ITEM NO. 6
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Keith Richter, Fire Chief

SUBJECT: **Management Partners' Organizational Structure and Management System Review**

Summary:

This item is submitted to provide an update regarding the Organizational Structure and Management System Review conducted by Management Partners.

Recommended Action:

Receive and file the report.

Background:

The following is a summary of the tasks completed by Management Partners as of January 9, 2014.

Interviews with a total of 22 executive and senior managers have been completed. They were conducted on site by Amy Paul, Cathy Standiford, and Ned Pettus. Follow up interviews were held with some managers to obtain additional information.

Interviews with eight Executive Committee members have been completed and two other Board members who requested to be interviewed.

A conference call with SAE Communications was held to clarify roles, compare Management Partner's observations and recommendations, and discuss the outcomes SAE Communications are proposing.

A survey for Board members was prepared and distributed electronically on December 26. A total of 19 Board members completed the survey (68% response rate). The results are included as Attachment A on the Progress Report provided by Management Partners.

A survey link for an online survey was distributed to 1,425 safety and non-safety employees on January 8, with a deadline for completion of January 26. A total of 532 employees responded (37.33% response rate). The results are included as Attachment B on the Progress Report provided by Management Partners.

Seven employee focus group meetings were held on January 29 and 30. A total of 38 employees and one representative from the Orange County Employees Association participated. Participants from the following groups attended: Division Chiefs, Battalion Chiefs, Captains,

Chief Officers Association, Local 3631, Administrative (non-safety), and Orange County Employees Association. A summary of focus group comments will be provided as part of Management Partners' report.

Attached is the progress report from Management Partners that describes the detailed actions taken to date and provides a schedule for the duration of the project.

Impact to Cities/County:

Not Applicable.

Fiscal Impact

None.

Staff Contacts for Further Information:

Keith Richter, Fire Chief

keithrichter@ocfa.org

(714) 573-6010

Craig Kinoshita, Deputy Fire Chief

craigkinoshita@ocfa.org

(714) 573-6014

Attachment:

Memorandum from Management Partners dated February 13, 2014



To: Keith Richter, Fire Chief
Orange County Fire Authority

From: Amy Cohen Paul, Corporate Vice President
Cathy Standiford, Partner

Subject: Progress Report – Management System Review

Date: February 13, 2014

The Orange County Fire Authority (OCFA) retained Management Partners to examine the organization's structure and management systems to identify opportunities to improve oversight, accountability, communication and performance. The purpose of this memorandum is to report on the status of various activities and next steps.

Project Update

Management Partners began the project on December 12, 2013 and will complete it by March 31, 2014.

Tasks Completed

The following is a summary of the tasks completed since our last project update on January 9, 2014.

Activity 2 – Gather Information from Board Members, Managers and Employees

- Interviews with a total of 22 executive and senior managers have been completed. They were conducted on site by Amy Paul, Cathy Standiford and Ned Pettus. Follow up interviews were held with some managers to obtain additional information.
- Interviews with eight Executive Committee members have been completed and two other Board members who requested to be interviewed.
- A conference call with SAE was held to clarify roles, compare our observations and recommendations, and discuss the outcomes they are proposing.
- A survey for Board members was prepared and distributed electronically on December 26. The deadline for responding to Board survey was extended at the Board's request. A total of 19 Board members completed the survey (68% response rate). The results are included as Attachment A.

- A survey link for an online survey was distributed to 1,425 safety and non-safety employees on January 8, with a deadline for completion of January 26. A total of 532 employees responded. The results are included as Attachment B.
- Seven employee focus groups were held on January 29 and 30. A total of 38 employees and one representative from the Orange County Employees Association participated. Participants from the following groups attended:
 - Division Chiefs
 - Battalion Chiefs
 - Captains
 - Chief Officers Association
 - Union 3631
 - Administrative (non-safety)
 - Orange County Employees Association

A summary of focus group comments will be provided as part of Management Partners' report.

Activity 3 – Analyze Organization Structure, Management Systems and Operations

We are currently analyzing data and preparing observations and preliminary recommendations. These will be reviewed with you, the Board Chair and Vice-Chair on February 18. They include opportunities for improvement in the following broad areas:

- Management Systems and Accountability
- Communication
- Labor/Management Relations
- Organizational Structure
- Succession Planning
- Board Development

Next Steps

During the next month we will be writing our draft report. The report will be presented at the Board meeting in March.

If you have any questions about the status of these or other project activities, please contact either Cathy Standiford (714-222-0141) or Amy Paul (513-309-3709).



Attachment A – OCFA Board of Directors Survey Results

In January 2014 OCFA Board members were asked to complete Management Partners' survey via Survey Monkey. Of the 25 Board members, 21 began filling out the survey while 19 finished the survey in its entirety.

Question 1: How long have you served on the OCFA Board of Directors?

Table 1. Length of Service on the Board of Directors

How long have you served on the OCFA Board of Directors?		
Answer Options	Response Percent	Response Count
Less than 1 year	15%	3
One to two years	45%	9
Three or more years	40%	8
<i>answered question</i>		20
<i>skipped question</i>		1

Of the directors who responded, 60% have been on the Board for two years or less.

Question 2: Thinking about the OCFA, what are its organizational strengths as a regional agency?

Of the 21 survey participants, 18 answered this question.

Reoccurring responses regarding OCFA's organizational strengths include:

- Great economies of scale for the resources needed when it comes to manpower, training, equipment, routine fire/EMS calls, and mutual aid
- Great recognition and respect for providing first-rate fire/EMS services
- Representative of the diverse community

Other responses regarding OCFA's organizational strengths include:

- Good community relationships
- Experienced and well-managed administration

Question 3: What are the limitations or weaknesses of the OCFA?

Out of the 21 participants, 18 answered this question.

Reoccurring responses regarding OCFA's limitations and weaknesses include:



- Lack of adequate succession planning and employee development to replace the loss of knowledge and experience from retirements
- Lack of clear corporate communication between Board, management and line staff
- Large size of the Board increases bureaucracy, redundancy from work already done in committees and makes decision making more difficult
- Lack of investment in technology – automated and computerized systems are antiquated or missing from a modern fire department

Other responses regarding OCFA's limitations and weaknesses include:

- Some member cities would like their own municipal fire departments
- OCFA fails to establish itself as a regional public safety entity, not just fire
- Administration understaffed
- Committee assignments are limited to the favor of the Chair
- Influence of the labor unions restricts ability of management to better operate and staff the organization

Question 4: What opportunities exist for the future? What should OCFA be concentrating on as an organization?

Out of the 21 participants, 18 answered this question.

Reoccurring responses regarding OCFA's limitations and weaknesses include:

- Determining how to improve corporate communication within the organization, the media and the general public
- Identifying ways to decrease debt, the budget deficit, and retirement costs
- Working with the labor unions to lower labor costs
- Use the OCFA's great reputation to seek an increase in membership with other cities and agencies
- Need to better improve succession planning to maintain quality management and leadership
- Establishing a long-term plan with goals and performance standards to measure annual performance of the Board and administration

Other responses regarding OCFA's limitations and weaknesses include:

- How to better improve fire/EMS field services with advanced technology
- Evaluate administrative needs of the organization and their impact on fire service

Question 5: What issues threaten the OCFA?

Out of the 21 participants, 18 answered this question.

Reoccurring responses regarding threatening issues include:

- Pension liability



- Personnel costs reducing the availability of resources needed for present and future equipment, facility, and infrastructure needs
- Labor MOU obligations
- Poor management of staff which has led to poor communication, teamwork and morale

Other responses regarding threatening issues include:

- Increased costs to members
- Conflict between Board members and their direction to the Chief and his administration
- Anti-public agency sentiments and perception from the County, media, and public
- Lack of engagement and accountability for certain Board members
- Lack of administrative support and resources

Question 6: Board Roles and Responsibilities

Table 2. Degree of Agreement or Disagreement

For each of the following statements please indicate to what extent you agree or disagree.					
Answer Options	Strongly Agree or Agree	%	Strongly Disagree or Disagree	%	Response Count
I believe one of my duties as an OCFA Board member is to represent the interests of my community.	19	100%	0	0%	19
I believe one of my duties as a Board member is to represent the interests of all communities being served by OCFA.	19	100%	0	0%	19
OCFA provides me with information that I need to fulfill my role as a Board member.	14	78%	4	22%	18
The information I received during my orientation as a Board member helped me understand the expectations of a Board member.	14	82%	3	18%	17
The information I receive from OCFA staff supports my ability to provide effective policy direction and decision making as a Board member.	14	78%	4	22%	18
My role is to be an advocate for OCFA and the services it provides.	12	67%	6	33%	18
My role is to be involved in the OCFA operations.	3	17%	15	83%	18
<i>answered question</i>					19
<i>skipped question</i>					2

Statements that the majority of the Board agreed with include:

- 100% agree that one of their duties is to represent the interests of their respective communities
- 100% agree that one of their duties is to represent the interests of all communities served by the OCFA



- 78% agree that the OCFA provides information necessary to fulfill the role of a Board member
- 82% agree that the information received during orientation helped to understand the expectations of a Board member
- 78% agree that the information received from OCFA staff support effective policy and decision making as a Board member
- 67% agree that one of their duties is to be an advocate for OCFA

Statements that the majority of the Board disagreed with include:

- 83% disagree that their role is to be involved in the OCFA operations

Question 7: What information do you find most valuable in facilitating good policy making and decision making?

Out of the 21 participants, 17 answered this question.

Reoccurring responses regarding vital information in decision making include:

- Well-written staff reports, data and projections
- Ability to communicate with staff directly regarding clarifications in reports and data
- Summaries highlighting the main findings of detailed reports and data
- Information provided to directors prior to Board meetings so that they may have time to read and take-in all information

Other responses regarding vital information in decision making include:

- Roundtable discussion with all departments within the OCFA
- Notification of media involvement
- Complete budget and financial analysis
- Updates from the legal and administrative staff
- Financial background for recommendations; scientific background for decisions
- Opportunities for field/hands-on experience to better understand issues regarding equipment, stations/facilities

Question 8: If there is information that you are not currently receiving that you would like to have to facilitate good policy making and decision making, please describe it.

Out of the 21 participants, 14 answered this question.

Most responses indicated they do not need additional information aside from what they receive already from the Chief and staff.

Other general requests include:

- Comprehensive analysis of pension liability projected out



- Calendar of events as a part of every Agenda Packet
- Copies of every contract that Board members are asked to approve

Question 9: Is there information about OCFA activities in your community that you would like to receive that you are not currently receiving?

Table 3. Additional Information on OCFA Community Activities

Is there information about OCFA activities in your community that you would like to receive that you are not currently receiving?		
Answer Options	Response Percent	Response Count
Yes	32%	6
No	68%	13
<i>answered question</i>		19
<i>skipped question</i>		2

The majority of respondents indicated there is no additional information they would like to receive regarding OCFA community activities.

Question 10: What kinds of information would you like to receive that you do not currently receive?

Out of the 21 participants, seven answered this question.

Reoccurring responses regarding other desired information include:

- Information and detail regarding emergency and high-profile incidents

Other responses regarding other desired information include:

- Advanced notice of monthly events and presentations involving OCFA participation, preferably events listed by district so that Board members can especially anticipate attending events in their own district
- Workers' compensation claims
- Overtime compensation information

Question 11: Please provide any suggestions you have for improving the effectiveness of decision making by the OCFA Board of Directors.

Out of the 21 participants, 17 answered this question.



Reoccurring suggestions for improvement include:

- Stronger structure and guidelines (Roberts Rules of Order) for running Board and committee meetings so as to use time more efficiently
- Keep discussions on topic
- Maintain civility, and
- Manage meeting time

Other suggestions for improvement include:

- Team building workshops or retreat
- Board needs to practice staying on policy matters and not to attend to every minor media or political sentiment or issue
- Having the Board stray from micro management and focus on policy decisions
- Committee assignments should be determined based upon qualifications rather than Chair's preference (five Board members have four or more committee assignments while 14 have none)

Question 12: How often would you like to meet with the Chief and/or other senior OCFA staff? What length of time would you want to spend in this meeting?

Out of the 21 participants, 18 answered this question.

Reoccurring suggestions for frequency of meetings with the Chief/senior staff include:

- Monthly, for 30 to 60 minutes, or as needed
- Twice a year with the Chief and/or his Leadership Team, for an hour, or as needed
- Flexibility to host meetings as frequently or as long as necessary depending on the activity and topic
- No suggestions to change the status quo due to the availability of the Chief and his senior staff to answer questions when they arise

Other suggestions for frequency of meetings with the Chief/senior staff include:

- Quarterly, 30 to 60 minutes



Attachment B – OCFA Employee Survey Results

Through the month of January 2014, OCFA employees were asked to complete a survey via Survey Monkey. Of 1,425 possible responses, 532 employees responded (37% response rate).

Table 4. OCFA Staffing Issues

Please review the following list of statements about OCFA staffing issues and indicate whether you strongly agree, agree, disagree or strongly disagree. If you don't know, you can indicate that as well.							
Answer Options	Strongly Agree or Agree	%	Strongly Disagree or Disagree	%	Don't Know / Not Applicable	%	Response Count
1. Supervisory staffing is the right size to meet department needs.	196	37%	302	58%	26	5%	524
2. Our department does a good job recruiting safety staff.	273	52%	170	33%	79	15%	522
3. Our department does a good job recruiting non-safety staff.	174	33%	192	37%	157	30%	523
4. Our department does a good job retaining safety staff.	345	67%	96	19%	77	15%	518
5. Our department does a good job retaining non-safety staff.	217	42%	128	25%	174	34%	519
6. Our department has sufficient promotional opportunities.	367	70%	141	27%	14	3%	522
7. Our department recognizes employees appropriately.	162	31%	339	65%	20	4%	521
8. Employee morale in the department is good.	90	17%	427	81%	7	1%	524
9. Succession planning meets the needs of our department.	62	12%	390	75%	71	14%	523
<i>answered question</i>							530
<i>skipped question</i>							2

As Table 4 shows, positive responses regarding how employees view staffing issues include:

- 52% agree that the department performs a good job recruiting safety staff
- 67% agree that the department performs a good job retaining safety staff
- 70% agree that the department has sufficient promotional opportunities

Negative responses regarding how employees view staffing issues include:

- 58% disagree that supervisory staffing is the right size
- 65% disagree that their department recognizes employees appropriately
- 81% disagree that employee morale is good
- 75% disagree that succession planning meets the department's needs



Table 5. Organization, Communication and Support Services

Please review the following list of statements about OCFA organization, communication and support services and indicate whether you strongly agree, agree, disagree or strongly disagree. If you don't know, you can indicate that as well.							
Answer Options	Strongly Agree or Agree	%	Strongly Disagree or Disagree	%	Don't Know / Not Applicable	%	Response Count
1. Teamwork within OCFA is good.	229	45%	273	54%	6	1%	508
2. Department-wide communications are good.	115	23%	392	77%	2	0%	509
3. Employees are empowered to make decisions.	153	30%	344	68%	8	2%	505
4. Communication from management to safety staff is good.	82	16%	327	64%	98	19%	507
5. Communication from management to non-safety staff is good.	77	15%	174	34%	259	51%	510
6. Department policies and procedures are clear.	274	54%	230	45%	3	1%	507
7. New employee orientation is adequate.	205	40%	184	36%	120	24%	509
<i>answered question</i>							513
<i>skipped question</i>							19

As Table 5 shows, positive responses regarding how employees view the organization include:

- 54% agree that their department policies and procedures are clear

Negative responses regarding how employees view the OCFA organization include:

- 54% disagree that teamwork within OCFA is good
- 77% disagree that department-wide communications are good
- 68% disagree that employees are empowered to make decisions
- 64% disagree that communication from management to safety staff is good

Table 6. Formal Methods of Communication

What formal methods of communication are used to convey important information about OCFA? (Check all that apply.)		
Answer Options	Response Percent	Response Count
Email from my supervisor	79%	407
Meeting with my supervisor	61%	311
Email from the Fire Chief	69%	356
All hands department meetings or briefings	25%	130
Division meetings or briefings	21%	106
Communication from Labor association leadership	38%	196



What formal methods of communication are used to convey important information about OCFA? (Check all that apply.)		
Internal newsletter/announcements	50%	258
Other (please specify)	16%	84
answered question		513
skipped question		19

As Table 6 shows, the majority of respondents agree that emails from their supervisor, emails from the Fire Chief, meetings with their supervisors, and internal announcements were the most common forms of communication.

Table 7. Preferred Methods of Communication

Of the formal communication mechanisms listed below, which do you prefer? (Please select one.)		
Answer Options	Response Percent	Response Count
Email from my supervisor	13%	68
Meeting with my supervisor	41%	208
Email from the Fire Chief	8%	42
All hands department meetings or briefings	17%	84
Division meetings or briefings	8%	38
Communication from Labor association leadership	4%	20
Internal newsletter/announcements	4%	19
Other (please specify)	5%	27
<i>answered question</i>		506
<i>skipped question</i>		26

Table 7 shows that the top three preferred means of communication are:

1. Meeting with my supervisor (41%)
2. All hands department meetings or briefings (17%)
3. Email from my supervisor (13%)

Table 8. Accountability and Performance Issues

Please review the following list of statements about OCFA accountability and performance issue areas and indicate whether you strongly agree, agree, disagree or strongly disagree. If you don't know, you can indicate that as well.							
Answer Options	Strongly Agree or Agree	%	Strongly Disagree or Disagree	%	Don't Know/ Not Applicable	%	Response Count
1. Individuals are held accountable for their actions.	99	19%	400	78%	13	3%	512
2. Department policies support accountability.	211	41%	284	56%	16	3%	511



Please review the following list of statements about OCFA accountability and performance issue areas and indicate whether you strongly agree, agree, disagree or strongly disagree. If you don't know, you can indicate that as well.							
3. Quality performance is recognized and rewarded.	145	28%	351	69%	14	3%	510
4. I understand what is expected of me in my day-to-day duties.	448	88%	61	12%	1	0%	510
5. My performance is evaluated regularly.	362	71%	135	26%	14	3%	511
6. My performance evaluations provide constructive feedback for my professional development.	300	59%	188	37%	21	4%	509
<i>answered question</i>							513
<i>skipped question</i>							19

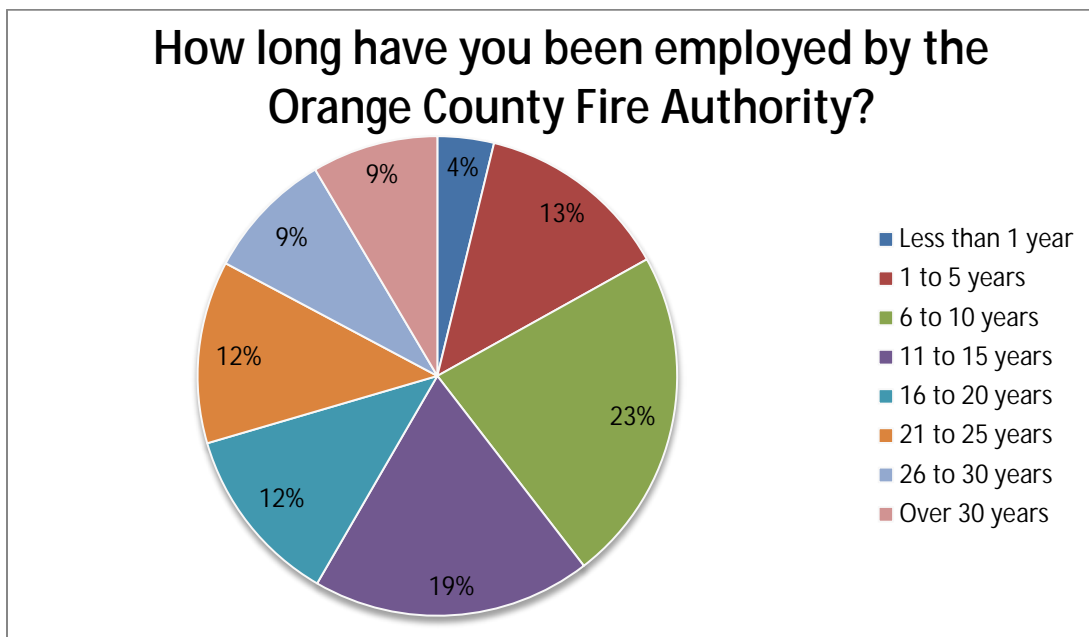
Table 8 shows the following positive responses regarding how employees view accountability and performance:

- 88% agree that they understand what is expected of them in their day-to-day duties
- 71% agree that their performance is evaluated regularly
- 59% agree that their performance evaluations provide constructive feedback for their professional development

Negative responses regarding how employees view accountability and performance include:

- 78% disagree that individuals are held accountable for their actions
- 56% disagree that department policies support accountability
- 69% disagree that quality performance is recognized and rewarded

Figure 1. Length of Employment



As Figure 1 shows, almost one-fourth of respondents (23%) have been with OCFA for six to ten years, followed by 11 to 15 years (19%), and one to five years (13%). Overall, approximately 58% of employees have been with OCFA for 15 years or less.

Table 9. Employee Job Classification

Which of the following describe your position with the OCFA? (Please check all that apply.)		
Answer Options	Response Percent	Response Count
Firefighter	24%	116
Engineer	13%	62
Captain	25%	121
Battalion or Division Chief	7%	34
Any other Chief level title	1%	5
Non-safety staff member	23%	110
Non-safety manager or supervisor	10%	47
Other	4%	19
<i>answered question</i>		486
<i>skipped question</i>		46

Note: Respondents could check more than one option, which is why data total more than 100%.

Over half (283) of the respondents provided comments in addition to completing the questions on the survey. Comments were quite varied, ranging from suggested improvements to complaints about past issues to illustrate a survey response.



CONSENT CALENDAR - AGENDA ITEM NO. 7
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Disposition of Remaining Hazardous Materials Disclosure Fund Balance**

Summary:

This item is submitted to request approval for disposition of the remaining Hazardous Materials Disclosure (HMD) fund balance designated in the OCFA's General Fund.

Committee Action:

At its February 5, 2014, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Actions:

1. Direct staff to implement all necessary budget adjustments to remit the \$935,870 in HMD funds designated in the OCFA's General Fund, and to transmit any unclaimed refunds remaining after April 30, 2014, to the Orange County Health Care Agency (HCA). The HCA will deposit the funds in a special revenue account for use in the existing HMD Program.
2. Approve the submitted Indemnification Agreement between the OCFA and the County of Orange to hold the County harmless from liability arising from the transfer of funds.

Background:

At the November 21, 2013, meeting of the OCFA Board of Directors, staff was directed to work with the Orange County Health Care Agency in developing potential actions for disposition of the \$935,870 in funds that resulted from FY 2007/08 HMD fee reductions. The following report provides additional background regarding the origination of these funds, and recommended actions for disposition.

Recap of OCFA Administration of HMD Program

During the period of 1997 to 2013, the OCFA was designated as a Participating Agency under the County of Orange Certified Unified Program Agency (CUPA) to administer two regulatory programs, including:

- Hazardous Materials Disclosure/Business Plan (HMD)
- California Accidental Release Prevention Plan (CalARP)

Administration of these programs was transitioned to the HCA effective July 1, 2013.

During the time that OCFA administered the programs, fees were established by OCFA and periodically updated to recover the cost of services provided. Although the fees were established by OCFA, the actual invoices were issued each year by the HCA as part of the CUPA, which provided consolidated invoices to businesses reflecting OCFA fees, and other regulatory fees that were administered by the CUPA. Each year, the HCA issued invoices in July, at the beginning of the fiscal year, for services to be performed during the year.

Origination of \$935,870 in HMD Fund Balance

In 2007, the OCFA conducted a Fee Study to identify any changes that were needed to the Fee Schedule. At the time, program changes were being made by management in the methods of performing certain services, including HMD. As a result, the new Fee Schedule that was proposed reflected a reduction in the fees associated with the HMD program. The revised Fee Schedule was approved by the OCFA Board in September 2007, and became effective in November 2007. However, the Orange County HCA had already issued invoices (as was customary) in July 2007 to businesses in the HMD program, on behalf of OCFA, using the Fee Schedule that was in place prior to the amendments.

With the new level of effort for performing HMD services in FY 2007/08 being reduced, the actual cost of services performed was also reduced. When compared to the fees collected the prior July under the prior Fee Schedule, the results produced a surplus of \$935,870. This amount was designated in Fund Balance for required use to benefit the HMD program, and remains designated today.

Recommended Disposition of Funds

Since the HMD program has been transitioned to the HCA, staff is recommending that the \$935,870 in designated fund balance be remitted to the HCA for use to benefit existing HMD customers. In discussing the funds with HCA personnel, we were advised that they would deposit these funds in a special revenue account for use in the existing HMD Program, and that potential uses could include:

- Building, enhancing, and maintaining an automated portal (website) to streamline the process for customers to report required data to regulatory agencies
- Education and outreach
- Funding of program costs that would otherwise be passed on to customers via periodic fee updates

Feedback from HCA personnel also indicated a concern about potential liability exposure to the County with the transfer of funds. To address this concern, OCFA General Counsel worked with County Counsel to develop the attached Indemnification Agreement.

Status Update on Previously Authorized HMD Refunds

Separate from the issue outlined above, in June 2013, the OCFA Board of Directors also directed staff to issue refunds to businesses that were billed for hazardous materials disclosure inspections for FY 2005/06 through 2011/12, the performance of which could not be verified during the audit of inspection records.

Multiple efforts have been undertaken to accomplish the issuance of refunds, including:

- Initial letters were mailed in July 2013 to 2,259 affected business owners noticing them of the availability of refunds. Vouchers were included with the letters, along with return envelopes to facilitate the business owners in claiming their refunds.

- The list of the 2,259 affected businesses was posted on the OCFA website. In addition, the list was sorted by member agency and provided to our Board of Directors and City Managers for potential outreach.
- For letters that were returned undeliverable, and for businesses that did not respond to our letters, research was conducted to identify new addresses. Research included cross-referencing with the HCA’s current address data-base, website searches, and phone calls or emails where possible.
- Follow-up letters were sent to businesses, as applicable, based on research findings.
- A full batch of second-letters was sent to all outstanding businesses in January 2014.
- Individual follow-up letters have been sent to approximately 200 businesses which claimed refunds, but which failed to submit proof of entitlement/ownership.

As a result, activities to date are as follows:

Date	Quantity of Claims Received	Dollar Amount
July, 2013	711	\$566,709.80
August, 2013	212	169,925.40
September, 2013	161	175,908.00
October, 2013	27	14,641.00
November, 2013	33	21,795.00
December, 2013	19	23,257.00
January, 2014	60	44,149.00
As of February 3, 2014	14	9,052.00
Cumulative Total-To-Date	1,237	\$1,026,114.20

Staff will continue to pursue contact with outstanding businesses to accomplish successful refunds. As per prior Board authorization, any remaining unclaimed refunds as of April 30, 2014 will be transmitted to the HCA for use in the existing HMD program, thereby benefitting the existing participating HMD businesses. Furthermore, in the event OCFA receives claims after the April 30, 2014 cutoff date, we will still honor the claim and provide the refund, with payment from OCFA’s General Fund. We anticipate that any activity of this nature will be minimal.

Impact to Cities/County:
 Not Applicable.

Fiscal Impact

The transfer of HMD funds will come from designated fund balance, which has been set-aside for required use in the HMD program, and remains unavailable for any other OCFA use.

Staff Contact for Further Information:

Lori Zeller, Assistant Chief/Business Services

lorizeller@ocfa.org

(714) 573-6020

Jim Ruane, Finance Manager/Auditor

Finance Division

jimruane@ocfa.org

(714)573-6304

Attachments:

Indemnification Agreement

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement"), dated this ___ day of _____, 2014, is made by and between the COUNTY OF ORANGE, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Authority, (hereinafter referred to as "OCFA"). OCFA and COUNTY are sometimes referred to herein collectively as the "Parties."

RECITALS

A. During the period of 1997 to 2013, OCFA was designated as a Participating Agency under the County Certified Unified Program Agency to administer two regulatory programs: (1) Hazardous Materials Disclosure/Business Plan ("HMD"), and (2) California Accidental Release Prevention Plan ("CalARP");

B. OCFA transferred responsibility for administration of the HMD and CalARP regulatory programs from OCFA to the Orange County Health Care Agency ("HCA") effective July 1, 2013. HCA is the Certified Unified Program Agency ("CUPA") as defined in Health and Safety Code section 25404;

C. OCFA seeks to transfer to COUNTY, and COUNTY desires to accept, the HMD fund balance of \$935,870.00 (Nine-Hundred-Thirty-Five-Thousand-Eight-Hundred-Seventy-Dollars and Zero Cents) ("HMD Fund Balance Transfer");

D. OCFA also seeks to transfer to COUNTY, and COUNTY desires to accept, any remaining balance of \$1.7 million in available HMD refunds that may remain unclaimed as of April 30, 2014 ("HMD Refund Transfer");

E. Upon receipt, COUNTY shall deposit the HMD Fund Balance Transfer and HMD Refund Transfer monies into a special revenue account for exclusive use in the HMD Program; and

F. The Parties desire to enter into this Agreement to provide for the indemnification of the COUNTY by OCFA with respect to potential liability relating to the HMD Fund Balance Transfer and/or HMD Refund Transfer.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the Parties agree as follows:

1. INDEMNIFICATION

OCFA agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold harmless the COUNTY and each of its elected and appointed officials, officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses, including attorneys' fees, and costs arising from the HMD Fund

Balance Transfer and/or HMD Refund Transfer, including without limitation all claims concerning refunds for hazardous materials disclosure fees for Fiscal Years 2005/2006 through 2011/2012. Such obligation to indemnify, defend and hold harmless shall not apply in the event that COUNTY expends HMD Fund Balance Transfer or HMD Refund Transfer monies for any purpose other than use in the HMD Program, or to the extent that any such claims result from the sole negligence or willful misconduct of COUNTY.

2. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees. This Agreement may be signed in multiple counterparts which, when signed by both Parties, shall constitute a binding agreement.

3. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

4. CALIFORNIA LAW

This Agreement shall be governed and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in the Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court.

5. AUTHORITY TO EXECUTE

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

[Signatures on Next Page]

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the on the dates set forth below.

APPROVED AS TO FORM:

By: _____
David E. Kendig
General Counsel

Dated _____

OCFA

Orange County Fire Authority

By: _____
Chairman, Board of Directors

Attest:

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

APPROVED AS TO FORM:
Nicholas S. Chrisos, County Counsel

By: _____
Deputy County Counsel

Dated _____

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec 25103, Resolution 79-1535

Attest:

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

COUNTY

County of Orange

By: _____
Chairman, Board of Supervisors

CONSENT CALENDAR - AGENDA ITEM NO. 8
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Secured Fire Protection Agreement with Metropolis Gardens, LLC, a California Corporation, for Entitlements in the Metropolis Garden Apartments Development, Tract 17109, in the City of Irvine**

Summary:

This item is submitted to authorize the Fire Chief to enter into a Secured Fire Protection Agreement (SFPA) with Metropolis Gardens, LLC, for entitlements in the Metropolis Gardens Apartments development, Tract 17109, on Main and Cartwright streets, in the City of Irvine. This agreement defines the “fair share” contribution needed to adequately serve the intended development and current communities adjacent to this area.

Recommended Actions:

1. Approve and Authorize the Fire Chief to enter into a Secured Fire Protection Agreement with Metropolis Gardens, LLC, for entitlements in the Metropolis Gardens Apartments development, Tract 17109 in the City of Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange and furnish to Metropolis Gardens, LLC, a copy of the conformed document within fifteen (15) days of recordation.

Background:

Metropolis Gardens, LLC will be developing a 457 unit apartment complex. Under standard conditions for the IBC specific plan area approved by the City of Irvine Council, a Secured Fire Protection Agreement is required. Payments will be made to OCFA after the agreement is signed and recorded.

The proposed agreement should provide OCFA and Metropolis Garden, LLC with the ability to make long-range plans and decisions with respect to both infrastructure costs and operational costs associated with this development. The agreement provides OCFA with the necessary assurances needed to complete work/review on enhancement to the regional emergency fire services delivery system in the IBC area.

Impact to Cities/County:

This agreement has no negative impacts to any of our member cities or the County.

Fiscal Impact:

Revenue produced by full entitlements would be \$274,200.

Staff Contact for Further Information:

Michele Hernandez, Management Analyst, Strategic Services
michelehernandez@ocfa.org
(714) 573-6199

Attachment:

Secured Fire Protection Agreement

SECURED FIRE PROTECTION AGREEMENT

by and between the

**ORANGE COUNTY FIRE AUTHORITY,
A CALIFORNIA JOINT POWERS AUTHORITY**

and

Metropolis Gardens, LLC

Effective Date: _____

Project Name: Metropolis Gardens Apartments Tract 17109

ORANGE COUNTY FIRE AUTHORITY
SECURED FIRE PROTECTION AGREEMENT

WITH

Metropolis Gardens, LLC

This Secured Fire Protection Agreement ("Agreement") is made between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA") and Metropolis Gardens, LLC ("Company"), and is effective as of _____, 200____.

RECITALS

A. OCFA is a governmental entity, organized as a California Joint Powers Authority, providing fire protection and life safety services to over one million residents within the County of Orange ("County"), including the City of Irvine ("City") and all of the real property described in this Agreement.

B. This Agreement covers real property owned by Company located within the County of Orange and the City of Irvine as of the date of this Agreement, all as described on Exhibit A attached hereto. The extent of Company development for which fire protection services will be provided by Authority shall cover all of the property subject to Tentative Tract Map No. 17109.

C. Company's development of the Project Area is subject to the general development requirements and conditions (collectively, the "City Conditions") related to the provision for emergency response, fire protection services, equipment and facilities imposed by the City. The City Conditions generally include requirements for Company to enter into agreements with OCFA to ensure that Company will provide for and contribute its *pro rata* fair share costs of emergency response, fire protection services, equipment and facilities for the benefit of residents residing within the Project Area.

D. OCFA and Company believe that this Agreement contains adequate safeguards to ensure OCFA's ability to enforce the obligations of this Agreement and protect the public interest.

AGREEMENT

Based upon the foregoing Recitals and in consideration of the covenants and conditions contained in this Agreement, the parties agree to timely perform each of their respective obligations as set forth herein.

SECTION 1. DEFINITIONS

Unless the context otherwise requires, wherever in this Agreement the following terms are used, the intent and meaning shall be interpreted as provided herein.

“Agreement” means this Secured Fire Protection Agreement, including the attached Exhibits between OCFA and the Company.

“OCFA” means the Orange County Fire Authority, a governmental entity and California joint powers authority.

“City” means the City of Irvine, a member of OCFA.

“Company” means Metropolis Gardens, LLC

“City Conditions” means the general development requirements and conditions related to the provision of emergency response, fire protection services, equipment and facilities imposed by the City as conditions of approval on development projects proposed or undertaken in the City by Company.

“Effective Date” means the date this Agreement is approved by the OCFA Board of Directors.

“Fee” means the most current fee, as approved by OCFA or its successors or predecessors in interest, or as may be adopted by OCFA or its successors from time to time, for the funding in whole or in part of emergency response, fire protection services, equipment and facilities within the jurisdiction of OCFA.

“Project Area” means the property owned by Company within the City as of the date of this Agreement, and as more particularly described in Exhibit A.

“Security Instruments” means surety bonds, letters of credit or any other form of security or method, acceptable to OCFA, of assuring construction, installation, or provision of emergency response, fire protection services, equipment and facilities.

SECTION 2. COMPANY OBLIGATIONS

Company is in the process of developing the property in the Project Area and constructing improvements thereon that will result in regional impacts that will require emergency response, fire protection services, equipment and facilities by OCFA. In recognition and consideration of these impacts, OCFA and Company mutually agree as follows:

A. Acknowledgment of Obligations and Satisfaction of OCFA Requirements

Company acknowledges that pursuant to the City Conditions, Company is required (i) to provide a *pro rata* share of funding necessary to establish adequate emergency response, fire protection services, equipment and facilities, and (ii) contribute towards overall regional emergency response, fire protection services, equipment and facilities as provided herein in this Agreement. OCFA acknowledges that Company's performance of the obligations set forth in this Agreement constitute satisfaction of the obligations of Company for this Project. The *pro rata* share does not include standard processing fees for plan checking, permits and similar services or requirements of OCFA.

B. Pro Rata Share

1. Company agrees to pay in full its *pro rata* share as provided below:

(a) A cash contribution in an amount determined by multiplying the applicable fee in effect at the time payment is due by the number of proposed residential dwelling units and, in the case of commercial development, the square footage equivalency as determined by the formula in subparagraph (b) below (all as shown on the attached Exhibit B), within ten (10) days of issuance of the first residential or commercial building permit ("Due Date") for any portion of the property owned by Company within the Project Area as of the Effective Date. The parties agree that the applicable fee on the Effective Date is \$600/unit. The parties further agree that the Company's total funding obligation on the effective date of this Agreement is \$274,200 (all as shown on Exhibit B).

(b) Such amounts of residential dwelling units and square footage of commercial development may be adjusted according to an equivalency formula as follows: 1) commercial development square footage may be divided by 1,000 and then multiplied by 0.9 (nine/tenths or 9/10) to reach the equivalent dwelling units; 2) residential dwelling units may be divided by 0.9 (nine/tenths or 9/10) and then multiplied by 1,000 to reach the equivalent commercial square footage.

2. Nothing in this Agreement shall be construed to prohibit Company from paying all, or a portion, of the amount(s) set forth above in advance of the Due Date. Such prepayment will be calculated by multiplying \$600 or the applicable fee in effect at the time of payment by the number of units for which the Company wishes to prepay. Company will not be responsible for any subsequent fee increase that may be adopted by OCFA between the date of payment and the issuance of a building permit for the units covered by the paid fee.

3. In the event that the actual number of dwelling units, or equivalent dwelling units, built is less than 457, OCFA will make such adjustments as may be appropriate, including the payment of any refund for any amounts overpaid. At build-out, documentation satisfactory to OCFA shall be furnished to OCFA which

verifies the actual number of dwelling units, or equivalent dwelling units, constructed and that no further units, or equivalent units, shall be built on the property in the Project Area owned by Company on the Effective Date. Such documentation shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built (calculated by subtracting the total number of units, or equivalent units, built from 457, the total number of units, or equivalent units, allowed). OCFA shall refund the Company for any amounts overpaid within thirty (30) days of the earlier of (i) written notification to OCFA that the Company will build less than the 457 proposed residential dwelling units; and (ii) the date the OCFA receives the above-referenced documentation which shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built.

SECTION 3. SECURITIES

A. Security to Guarantee Payment

Within sixty (60) days after execution of this Agreement, Company shall furnish OCFA with a Faithful Performance Bond or Letter of Credit or any other security instrument acceptable to the Fire Chief and OCFA Counsel, securing Company's then remaining obligation to pay OCFA the *pro rata* share amount set forth in Section 2, subject to the following requirements:

1. Form of Security Instruments. All Security Instruments shall meet the following minimum requirements and otherwise shall be in a form acceptable to OCFA:

(a) Any insurance company acting as surety shall have a minimum rating of A, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey 08858; any bank issuing a Letter of Credit shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's; each entity acting as a surety shall be licensed to do business in California.

(b) Payments under the security instrument shall be required to be made in the County of Orange, State of California.

(c) The security instrument shall reference Company's obligations under this Agreement, shall be irrevocable, and shall include, as an additional obligation secured, the responsibility to compensate OCFA for all of OCFA's reasonable attorneys' fees and litigation expenses reasonably incurred in enforcing its rights under the security instrument.

2. Release of Security Instruments. OCFA shall release or partially release the Faithful Performance Bond or Letter of Credit, *pro rata*, upon Company's written request as and when OCFA receives payment and after acceptance of Company's final payment obligation pursuant to Section 2.

SECTION 4. DEFAULT AND ATTORNEYS' FEES

A. Remedies Not Exclusive

In any case where this Agreement provides a specific remedy to OCFA for breach or default by Company hereunder, such remedy shall be in addition to, and not exclusive of, OCFA's right to pursue any other administrative, legal or equitable remedy to which it may be entitled.

B. Attorneys' Fees and Costs

In the event of any litigation arising out of this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief, which may be granted, shall be entitled to recover its reasonable attorneys' fees and costs. Such attorneys' fees and costs shall include fees and costs on any appeal, and all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to such litigation or arbitration. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

SECTION 5. GENERAL PROVISIONS

A. Successors and Assigns

This Agreement shall be binding upon all successors and assigns of Company's right, title, and interest in and to the Project Area and any portions thereof.

B. Density and Intensity of Development

The provisions of this Agreement shall be deemed to be in substantial compliance with all City Conditions for this Project. In the event the density or intensity of development for this Project is proposed to be increased, OCFA and Company shall meet and confer and determine whether there should be any modification to this Agreement to provide for additional services, equipment or facilities necessary to serve the Project Area as a result of the approval of any such increase. In the event the parties cannot agree, OCFA shall have the right to protest or contest in any administrative or judicial forum as OCFA deems appropriate any approval of any such increase.

C. Waiver of Rights and Claims

Company agrees and acknowledges that there is an essential nexus between its *pro rata* share and a legitimate governmental interest and that its *pro*

rata share is roughly proportional to and reasonably and rationally related to the impacts that will be caused by development of the Project Area.

In consideration of the mutual promises and covenants set forth in this Agreement, Company, its successors and assigns, hereby waives and releases any present or future rights or claims Company, or its successors or assigns may have or possess under Government Code section 66000 et. seq. (as amended) with respect to OCFA's establishment, receipt and use of the fees required to be paid to OCFA under this Agreement so long as OCFA, or its successors in interest, continues to provide fire protection and related services to the Project Area as contemplated by this Agreement.

D. Good Faith Negotiations

Company acknowledges and agrees that OCFA is prepared to conduct a fee study that might result in an increased *pro rata* share to Company. Company desires to avoid the delay and uncertain results of such a study and enters this Agreement in good faith and in consideration for OCFA deferring such a study to a later date.

E. Severability

In the event any portion of this Agreement shall finally be determined by a court of competent jurisdiction to be unlawful, such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable laws then in effect.

F. Notices

All written notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be delivered in person or sent certified or registered mail, postage prepaid and addressed as follows:

To: Orange County Fire Authority
Attn: Fire Chief
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626

To: Metropolis Gardens, LLC
9110 Judicial Dr.-OFC
San Diego, CA 92122

WITH COPY TO:
None

All notices provided for herein shall be deemed effective upon receipt if personally served or seventy-two (72) hours after being sent by certified or registered mail, postage prepaid.

G. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements between them pertaining to the subject matter hereof.

H. Recordation of Agreement

This Agreement and any amendment shall be recorded in the Official Records of the County of Orange by OCFA with a conformed copy being furnished to Company by OCFA within fifteen (15) days of recordation.

I. Time of the Essence

OCFA and Company agree that time is of the essence with respect to each provision of this Agreement of which time is an element.

J. Exhibits to Agreement

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

- Exhibit A - Description of the Project Area
- Exhibit B - Fire Service Impact Fees

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State of California
County of San Diego

On 012/05/2014 before me, Dana Worthington Maffeo, Notary Public, personally appeared Stuart Posnock, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Dana Worthington Maffeo* (Seal)

K. Authorized Signatories

Company and its signatories herein covenant and represent that each individual executing this Agreement is a person duly authorized to execute this Agreement for Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

ORANGE COUNTY FIRE AUTHORITY
a California Joint Powers Authority

Date: _____ By: _____
Keith Richter, Fire Chief
Orange County Fire Authority

ATTEST:

By: _____ Date: _____
Sherry Wentz
Clerk of the Orange County
Fire Authority

APPROVED AS TO FORM:

David Kendig
GENERAL COUNSEL

By: David Kendig Date: 2/19/14

Metropolis Gardens, LLC
By: [Signature]
Its Authorized representative
STUART POSNOCK

Date: 02/05/14 By: _____
Its Authorized representative

CERTIFIED COPY OF RESOLUTIONS
OF THE
MANAGERS OF
METROPOLIS GARDENS, LLC

The Managers of METROPOLIS GARDENS, LLC, a California Limited Liability Company, (the "Company") held a meeting on January 29, 2014 at 820 Morris Turnpike, Short Hills, New Jersey and at that time the following resolutions were unanimously adopted:

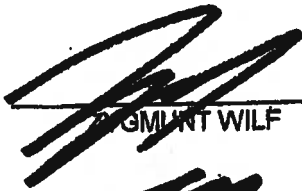
IT IS RESOLVED, that METROPOLIS GARDENS, LLC is the owner of property know as 2500 Main Street and 17872 Cartwright Road, Irvine, Orange County, California (the "Property").

IT IS FURTHER RESOLVED, that Stuart Posnock as a Manager of the Company is authorized to execute any and all documents required for the construction of the Property such as obtaining Permits, Maps, Bonds and anything else relating to the Property referenced herein, on behalf of the Company.

WE FURTHER CERTIFY that the above resolutions are still in full force and effect and have not been repealed.

IN WITNESS WHEREOF, We have hereunto signed my name as Managers on the above referenced date.


(signatures to follow on next page)



ROBERT WILF



LEONARD WILF



MARK WILF



STUART POSNOCK

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT AREA

Real property in the City of Irvine, County of Orange, State of California, described as follows:

PARCEL A: (APN: 435-101-15)

PARCEL 1, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP FILED IN BOOK 65, PAGES 46 AND 47 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING THAT MAY BE WITHIN OR UNDER SAID LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LANDS, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE SAID LAND, OIL OR GAS WELLS, TUNNELS, AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE SAID LAND AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN, AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND AS RESERVED BY THE IRVINE COMPANY, A MICHIGAN CORPORATION, IN DEED RECORDED OCTOBER 5, 1978 IN BOOK 12870, PAGE 1381 OF OFFICIAL RECORDS.

ALSO EXCEPT ANY AND ALL WATER RIGHTS OR INTEREST IN WATER RIGHTS, NO MATTER HOW ACQUIRED IN CONNECTION WITH OR WITH RESPECT TO, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, PRESCRIPTIVE OR CONTRACTUAL PROVIDED, HOWEVER, THAT THE EXCEPTION AND RESERVATION MADE HEREIN SHALL NOT HAVE ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND IN THE EXERCISE OF SUCH RIGHTS, AS RESERVED BY MELCO SALES, INC., A DELAWARE CORPORATION, IN DEED RECORDED OCTOBER 5, 1976 IN BOOK 12870, PAGE 1381, OFFICIAL RECORDS.

PARCEL B: (APN: 435-101-29)

PARCEL 1 IN THE CITY OF IRVINE, AS SHOWN ON A MAP FILED IN BOOK 71 PAGE 2 OF PARCEL MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA.

EXCEPTING ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREIN ABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AS RESERVED IN THE DEED RECORDED JULY 08, 1980, IN BOOK 13565, PAGE 1998, OFFICIAL RECORDS.

EXHIBIT B
FIRE SERVICE IMPACT FEES

Dwelling Units	Rate	Obligation
457	\$600	\$ 274,200
Total Units – 457	\$600	<hr/> \$ 274,200

CONSENT CALENDAR – AGENDA ITEM NO. 9
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Dave Thomas, Assistant Chief
Operations Department

SUBJECT: **Agreement to Transfer Property or Funds for 2012 Homeland Security Grant Program Purposes between the County of Orange Sheriff-Coroner Department and the Orange County Fire Authority**

Summary:

This item is submitted for approval of a resolution authorizing the Fire Chief to execute an agreement to receive grant funds to transfer or purchase equipment/services and for reimbursement of training and personnel costs that would be transferred to the Orange County Fire Authority (OCFA) as a sub-grantee to the Orange County Sheriff-Coroner Department.

Recommended Actions:

1. Adopt the proposed Resolution approving and authorizing the Fire Chief, or his designee, to execute the Agreement to Transfer Property or Funds for 2012 Homeland Security Grant Program Purposes.
2. Increase revenue and appropriations in the FY 2013/14 General Fund by \$160,000 for the Fire Captain position at the Orange County Intelligence Assessment Center.

Background:

The State Homeland Security Grant Program is one of seven Homeland Security Grant Programs. The goal of the State Homeland Security Grant Program is to provide funds to build the capabilities at the state and local levels to prevent, prepare, respond, and recover from a terrorism act, and natural and manmade disasters.

As part of the Homeland Security Grant Program, the Operational Area is required to appoint an Anti-Terrorism Approval Body to determine the allocation of grant funds. The Approval Body consists of the Orange County Sheriff, the Orange County Public Health Officer, the OCFA Fire Chief, a municipal Fire Chief, and a Municipal Police Chief. Historically, the approval body has directed funds to the following areas: 20% - fire service; 20% - law; 20% - emergency medical services; and 40% - discretionary.

At this time, staff recommends that revenue and appropriations be increased by \$160,000 in the FY 2013/14 General Fund. Staff will return with recommendations for the purchase of the Command Vehicle (and related budgetary recommendations) at a future Board meeting.

Impact to Cities/County:

None.

Fiscal Impact:

Increase of \$160,000 to revenue and appropriations in the FY 2013/14 General Fund.

Staff Contact for Further Information:

Mike Petro, Battalion Chief

mikepetro@ocfa.org

(714) 573-6056

Attachments:

1. Proposed Resolution
2. GY12 State Homeland Security Grant Program Project Approval Notification
3. State Homeland Security Grant Program Agreement to Transfer Property or Funds for 2012
Homeland Security Grant Program Purposes
4. California Emergency Management Agency, GY2012 Grant Assurances

RESOLUTION NO. 2014-XX

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS AUTHORIZING FIRE CHIEF TO EXECUTE
DOCUMENTS NECESSARY TO OBTAIN FEDERAL ASSISTANCE**

WHEREAS, the County of Orange, acting through its Sheriff-Coroner Department in its capacity as the lead agency for the Orange County Operational Area, has applied for, received and accepted a Federal Homeland Security Grant Program grant (the “Grant”), subgranted by the State of California, acting through its California Emergency Management Agency, to enhance county-wide emergency preparedness; and

WHEREAS, the terms of the Grant require the County to use certain grant funds to purchase equipment, technology or services that will be transferred to the Orange County Fire Authority (“OCFA”) as subgrantee to be used for grant purposes; and

WHEREAS, the California Supplement to Federal Program Guidance for the FY10 Homeland Security Grant Program requires all subgrantee applications to include a new “Governing Body Resolution” appointing agents authorized to act on behalf of the Board, and to execute any actions necessary for the application and subgrant.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY, DOES HEREBY RESOLVE THAT:

Fire Chief Keith Richter, or his designee, is hereby authorized to execute for and on behalf of the Orange County Fire Authority, a Joint Powers Authority established under the laws of the State of California, any agreements, documents, or actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

PASSED, APPROVED, AND ADOPTED this 27th day of February 2014.

STEVEN WEINBERG, CHAIR
OCFA Board of Directors

ATTEST:

SHERRY A.F. WENTZ, CMC
Clerk of the Authority

GY2012 Homeland Security Grant Program

Project Approval Notification

Battalion Chief Mike Petro
Orange County Fire Authority
1 Fire Authority Rd.
Irvine, CA 92602

Requesting Jurisdiction: Orange County Fire Authority
Project Request: OCIAC – Fire Captain Position
Project Allocation: \$160,000
Awarding Agency: CalEMA / Department of Homeland Security
Award Name: Homeland Security Grant Program
CFDA: 97.067

The application for the above project has been reviewed. This letter serves to inform you that your project has been approved by the Homeland Security Grant Program (HSGP).

An in depth review process of the application and the project concept itself was necessary prior to approval. This process is required due to stringent HSGP Grant Guidelines that must be adhered to. Following the review, your project was found to be a viable concept based on investment justifications, regional benefit, and degree of applicability to the over arching Homeland Security Grant goals and objectives.

It is critical that you become familiar with the 2012 Homeland Security Grant Program Guidance and the 2012 Homeland Security Grant Program California Supplemental Guidance. It is also imperative you contact the Homeland Security Grant Unit before funding any project that may be questionable in regards to Homeland Security Grant Program procurement guidelines and/or the Authorized Equipment List. We will seek approval from the State on your behalf in hopes of eliminating any reimbursement issues.

At your earliest possible convenience please submit an updated "Project Timeline" to the Homeland Security Grant Unit. This timeline will allow the Grant Unit to work closely with you on reimbursement issues and assist in ensuring your project is completed timely.

If you have any questions regarding this notification or the review process, please feel free to contact me or Michelle Anderson at 714-628-7158, or manderson@ocsd.org.

Respectfully,



Captain Brad Virgoe
Homeland Security Division
Orange County Sheriff's Department
714-647-7043
Bvirgoe@ocsd.org

**AGREEMENT TO TRANSFER PROPERTY OR FUNDS
FOR 2012 HOMELAND SECURITY GRANT PROGRAM PURPOSES**

THIS AGREEMENT is entered into this _____ day of _____ 201__, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Orange County Fire Authority (OCFA), a (municipal corporation/special district/not-for-profit corporation), hereinafter referred to as “SUBGRANTEE.”

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department in its capacity as the lead agency for the Orange County Operational Area, has applied for, received and accepted a grant from the State of California, acting through its California Emergency Management Agency, to enhance county-wide emergency preparedness, hereinafter referred to as “the grant”, as set forth in the grant documents that are attached hereto as Attachments A (FY 12 CA Supplement to Federal Program Guidelines), B (2012 Homeland Security Grant Program) and C (FY 12 Grant Assurances) and incorporated herein by reference.

WHEREAS, the terms of the grant require that COUNTY use certain grant funds to purchase equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY shall transfer to SUBGRANTEE the equipment, technology or services as specified in Attachment D hereto, which is incorporated herein by reference. If the grant requires COUNTY to transfer to SUBGRANTEE equipment, technology or services that COUNTY has not yet acquired, COUNTY shall transfer said equipment, technology or services to SUBGRANTEE as soon after acquisition by COUNTY as is reasonably practicable.

2. If COUNTY transfers grant funds to SUBGRANTEE, SUBGRANTEE shall use said grant funds only to acquire equipment, technology or services as set forth in Attachment B hereto and/or to perform such other grant functions, if any, for which Attachments A, B and C permit SUBGRANTEE

1 to expend grant funds. SUBGRANTEE shall provide COUNTY with a budget breakdown signed by the
2 authorized agent.

3 3. Throughout its useful life, SUBGRANTEE shall use any equipment, technology or
4 services acquired with grant funds only for those purposes permitted under the terms of the grant, and
5 shall make it available for mutual aid response.

6 4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired
7 with grant funds from damage or destruction and shall provide regular maintenance and repairs for said
8 equipment as are necessary, in order to keep said equipment in continually good working order. Such
9 maintenance and servicing shall be the sole responsibility of the SUBGRANTEE, who shall pay for
10 material and labor costs for any maintenance and repair of the said equipment throughout the life of the
11 said equipment.

12 5. SUBGRANTEE shall assume all continuation costs of said equipment, technologies
13 and/or services to include but not limited to upgrades, licenses and renewals of said equipment,
14 technologies and/or services.

15 6. If equipment acquired with grant funds becomes obsolete or unusable, SUBGRANTEE
16 shall notify COUNTY of such condition. SUBGRANTEE shall transfer or dispose of grant-funded
17 equipment only in accordance with the instructions of COUNTY.

18 7. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and their
19 elected and appointed officials, officers, agents and employees from any and all claims and losses
20 accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or
21 corporation furnishing or supplying work services, materials or supplies in connection with
22 SUBGRANTEE's use of grant-funded equipment, technology or services and SUBGRANTEE's
23 performance of this Agreement, including Attachments A, B and C hereto, and from any and all claims
24 and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by
25 SUBGRANTEE in SUBGRANTEE's use of grant-funded equipment, technology or services and
26 SUBGRANTEE's performance of this Agreement, including Attachments A, B and C hereto.

27 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound
28 by all applicable provisions of Attachments A, B and C hereto. SUBGRANTEE shall notify COUNTY

1 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of
2 Attachments A, B and C hereto.

3 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State
4 Auditor General with respect to this Agreement for a period of three years after final payment
5 hereunder.

6 10. No alteration or variation of the terms of this Agreement shall be valid unless made in
7 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
8 agreement not incorporated herein shall be binding on any of the parties hereto.

9 11. SUBGRANTEE may not assign this Agreement in whole or in part without the express
10 written consent of COUNTY.

11 12. For a period of three years after final payment hereunder or until all claims related to this
12 Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all
13 documents, papers and records relevant to the work performed or property or equipment acquired in
14 accordance with this Agreement, including Attachments A, B and C hereto. For the same time period,
15 SUBGRANTEE shall make said documents, papers and records available to COUNTY and the agency
16 from which COUNTY received grant funds or their duly authorized representative(s), for examination,
17 copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon request during
18 usual working hours.

19 13. SUBGRANTEE shall provide to COUNTY all records and information requested by
20 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
21 required to provide to the agency from which COUNTY received grant funds or other persons or
22 agencies.

23 14. COUNTY may terminate this Agreement and be relieved of the payment of any
24 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained
25 in this Agreement, including Attachments A, B and C hereto, at the time and in the matter herein
26 provided, or b) COUNTY loses funding under the grant. In the event of termination, COUNTY may
27 proceed with the work in any manner deemed proper by COUNTY.

1 15. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
2 performance of this Agreement, including Attachments A, B and C hereto, and shall not be considered
3 officers, agents or employees of COUNTY or of the agency from which COUNTY received grant funds.

4 IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange,
5 State of California.

6
7 DATED: _____, 201_

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

8
9 By _____

Sheriff-Coroner
"COUNTY"

10
11 APPROVED AS TO FORM:

12 COUNTY COUNSEL

13
14 By Wendy A Phillips

Wendy Phillips

15
16 DATED: Aug. 21, 2013

17
18 DATED: _____

SUBGRANTEE

19
20 By: _____

Keith Richter, Fire Chief

21
22 By: _____

23 ATTEST:

Dated: 02/27/14

24
25 By _____

City Clerk

26
27 DATED: _____, 201_

California Emergency Management Agency
FY 2012 Grant Assurances
(All HSGP Applicants)

Name of Applicant: Orange County Fire Authority

Address: 1 Fire Authority Road

City: Irvine State: CA Zip Code: 92602

Telephone Number: (949) 573-6000 Fax Number: (949) 368-8826

E-Mail Address: keithrichter@ocfa.org

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2012 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.
7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will comply with all provisions of 48 CFR, 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.
12. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
17. Will comply with all Federal and State Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

- l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
18. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
 19. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
 20. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
 21. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 10, Environmental Considerations.
 22. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
 23. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at GPDEHPinfo@fema.dhs.gov for review.
 24. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc
 25. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

26. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
27. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
28. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *“This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.”* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*
29. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.
30. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding and has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Property/equipment purchased under the HSGP reverts to Cal EMA if the grant funds are deobligated/disallowed and/or not promptly repaid.
 - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation/disallowment of costs or Cal EMA reserves the right to place a lien on the property for the amount owed.

- e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
31. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 32. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 33. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 34. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
 35. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
 36. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
 37. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov
Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

38. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients

that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number. For purposes of this award term, the following definitions will apply:

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>
 - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
 - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
 - d. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the Federal funds provided by the subaward.
39. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
40. Agrees that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- a.
 - b.
41. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

42. Agrees that equipment acquired or obtained with grant funds:
 - c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - d. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
43. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
44. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
45. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
46. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
47. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
48. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
49. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2012 Homeland Security Grant Program application. Further, use of FY12 funds is limited to those investments included in the California FY12 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
50. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or

- contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - d. where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
51. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
52. Will comply with the administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
53. Will acknowledge, agree, and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS and/or Cal EMA.
 - b. Recipients must give DHS/Cal EMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS/Cal EMA regulations and other applicable laws or program guidance.
 - c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/Cal EMA officials and maintain appropriate backup documentation to support the reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal EMA awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination,

recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

54. Agrees that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.
55. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
56. Will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.
57. Will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
58. Will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
59. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the

period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

62. Will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
63. Will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).
64. Will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).
65. Will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
66. Will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.
67. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.
68. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
69. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

70. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
71. Will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
72. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
73. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
74. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
75. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal EMA.
 - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
 - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal EMA. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal EMA. To determine if the public has access to

the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal EMA by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

- d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

76. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Keith Richter

Title: Fire Chief Date: 02/27/14

CONSENT CALENDAR – AGENDA ITEM NO. 10
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: David Kendig, General Counsel
Keith Richter, Fire Chief

SUBJECT: **Appointment of Special Litigation Counsel for Validation Proceedings**

Summary:

This item is submitted for the Board to appoint T. Peter Pierce as special litigation counsel to represent the OCFA in the validation proceedings related to the Second Amendment to the Amended Joint Powers Agreement (the "Validation Action").

Recommended Action:

Appoint T. Peter Pierce of Richards, Watson & Gershon as special litigation counsel to represent the OCFA in the Validation Action, and authorize the Fire Chief to execute a Professional Services Agreement and the Disclosure and Consent Letter as proposed.

Background:

At its September 26, 2013 meeting, the Board of Directors directed staff to submit the Second Amendment to the Amended JPA ("Second Amendment") to the OCFA's member agencies for consideration by each member agencies' governing body, and, effective upon approval by 2/3rds of the member agencies, authorized staff and General Counsel to pursue court validation of the Second Amendment. Since that time, the Second Amendment was approved by more than 2/3rds of the member agencies, and General Counsel has prepared and filed the Validation Action in court, in concert with counsel for the City of Irvine.

On February 3, 2014, the County of Orange filed an answer in the Validation Action formally opposing the Validation Action that the OCFA and Irvine had initiated.

Since the case was filed in December, OCFA has been represented in the Validation Action by Woodruff, Spradlin & Smart (WSS). However, when the County filed the unexpected opposition to the Validation Action, a legal conflict arose because WSS also represents the County in unrelated matters such as police liability cases and construction matters. As a result, it was necessary to identify and retain special counsel to represent the OCFA in the litigation.

Due to the time-critical requirements of litigation deadlines, time was not available to prepare and engage in a full formal Request for Proposal (RFP) process for the special counsel services. Instead, several qualified firms with relevant experience were identified and contacted by General Counsel to determine their availability to quickly assume responsibility for the representing the OCFA in the case. Three firms had relevant experience and requisite availability and were presented to the Fire Chief for consideration for appointment by the Board of Directors:

Responsible Attorneys' Name(s)	Firm	Hourly Rate
T. Peter Pierce	Richards Watson & Gershon APC	\$275
Rob Thornton and Steve Roberts	Nossaman LLP	\$550, \$400 for associates
Christi Hogin and Gregg Kettles	Jenkins & Hogin LLP	\$300

Upon review of the qualifications and proposed rates of each, the Fire Chief and General Counsel are recommending T. Peter Pierce to represent the OCFA in the Validation Action. (Information about Mr. Pierce's experience handling similar litigation is attached as Attachment 1. Information about the other two firms is also provided in Attachment 2.) The recommendation to appoint Mr. Pierce is based on qualifications and experience handling similar litigation. Mr. Pierce also proposed the lowest rate among the three firms for the proposed services. As a result, it is recommended that the Board appoint T. Peter Pierce of Richards Watson & Gershon to represent the OCFA as special litigation counsel for the Validation Action.

It should be noted that Mr. Pierce has informed OCFA that two of his partners at his firm currently serve as City Attorneys in the cities of Buena Park and Seal Beach – two of OCFA's member cities. While neither Mr. Pierce nor OCFA staff are aware of any existing conflicts between those cities and the OCFA, Mr. Pierce's firm has requested that the OCFA acknowledge and consent to his firm continuing to represent those cities as their City Attorney while he represents the OCFA. The requested Disclosure and Consent Letter is attached as Attachment 3.

Fiscal Impact:

Unknown. The duration and cost of the Validation Action will depend on how the case is litigated, and on whether the trial court's decision is appealed by the non-prevailing party.

Staff Contacts for Further Information:

Keith Richter, Fire Chief
keithrichter@ocfa.org
(714) 573-6020

David Kendig, General Counsel
dkendig@wss-law.com
(714) 415-1083

Attachments:

1. Summary of T. Peter Pierce's Litigation Experience
2. Summary of Litigation Experience for Rob Thornton, Steve Roberts, Christi Hogin and Gregg Kettles
3. Disclosure and Consent Letter



T. Peter Pierce | Shareholder | Los Angeles

T. Peter Pierce is a shareholder specializing in writs and appeals. Mr. Pierce is certified as a specialist in appellate law by the State Bar of California Board of Legal Specialization. He has been recognized regularly as a Southern California Super Lawyer in appellate law.

Mr. Pierce represents public agencies and private clients across a broad range of cases involving all aspects of land use and zoning, inverse condemnation, constitutional law, telecommunications law, fair housing law, redevelopment dissolution, elections law, CEQA and other areas. He has litigated cases at the merits stage before the Supreme Court of the United States and the California Supreme Court. Mr. Pierce frequently appears before the U.S. Court of Appeals for the Ninth Circuit and the many divisions of the California Court of Appeal.

Reported decisions in Mr. Pierce's cases include:

Conejo Wellness Center, Inc. v. City of Agoura Hills (2013) 214 Cal.App.4th 1534.

Nordyke v. King, 681 F.3d 1041 (9th Cir. 2012) (en banc)

Joffe v. City of Huntington Park, 201 Cal.App.4th 492 (2011)

Nordyke v. King, 563 F.3d 439 (9th Cir. 2009)

Kay v. City of Rancho Palos Verdes, 504 F.3d 803 (9th Cir. 2007)

City of Rancho Palos Verdes v. Abrams, 544 U.S. 113 (2005)

City of West Hollywood v. 1112 Investment Co., 105 Cal.App.4th 1134 (2003)

Nordyke v. King, 27 Cal.4th 875 (2002)

Mr. Pierce serves as Vice-Chair of the California State Bar Appellate Law Advisory Commission. He is a past Chair of the California State Bar Standing Committee on Appellate Courts on which he served from 2006-2010. Mr. Pierce is a member of the Los Angeles County Bar Association's appellate courts section.

Mr. Pierce is a contributing author of the following CEB treatises:

California Civil Appellate Practice (3d ed.)
California Civil Writ Practice (4th ed.)
California Administrative Mandamus (3d ed.)

Mr. Pierce served from 2006 to 2009 as a lecturer in civil litigation at the University of Southern California Law School

Outside of his law practice, Mr. Pierce serves on the Board of Directors of LGLA. He also serves as an Advisory Trustee to the ALS Association, Golden West Chapter. Mr. Pierce served as a Trustee of the Los Angeles Chapter from 2002 to 2005.

Immediately following law school, Mr. Pierce served as a law clerk to the Honorable Marcel Livaudais, Jr. on the United States District Court in New Orleans.

Before attending law school, Mr. Pierce was a broadcast journalist.

Education

A.B., Cornell University, 1986

M.S., Syracuse University, 1987

J.D., Tulane Law School, 1992

Practice Areas

[Appellate Law](#)

[Public Agency and Municipal Law Litigation](#)

[Writs](#)

Robert D. Thornton

Partner

rthornton@nossaman.com

18101 Von Karman Avenue, Suite 1800
Irvine, CA 92612

Robert Thornton specializes in advising state and regional infrastructure authorities on environmental issues regarding large infrastructure projects. He has successfully defended more than \$6 billion in regional infrastructure improvements against federal and state environmental challenges.

For more than three decades, Mr. Thornton has demonstrated his ability to use innovative strategies - such as habitat conservation plans (HCPs) - to ensure successful project delivery. His work is well respected by his colleagues and clients who have ranked him among the nation's top environmental lawyers.

AV Preeminent[®] Peer Review Rated by Martindale-Hubbell.

Individual recognition in California Environmental law by *Chambers and Partners*, 2013.

Top 10 environmental lawyers, *United States Lawyer Rankings* from 2006 through 2013.

"The Best Lawyers in America" for Environmental Law, 2003-2013.

REPRESENTATIVE WORK

Los Angeles Light Rail Transit Project. Lead counsel in successful defense of \$1.5 billion rail transit project in west Los Angeles in litigation through the California Supreme Court. *Neighbors for Smart Rail v. Exposition Metro Line Construction Authority*, 57 Cal. 4th 439 (2013).

Honolulu Transit Project. Lead counsel in defense of \$ 5 billion Honolulu Rail Transit Project. *HonoluluTraffic.Com v. Federal Transit Administration*, 2012 U.S. Dist. LEXIS 69473.

Orange County Transportation Corridor Agencies. Devised and implemented a successful environmental compliance strategy to defend against twenty lawsuits challenging \$3 billion in regional transportation improvements in Southern California. *Laguna Greenbelt Inc. v. United States Department of Transportation*, 42 F.3d 517 (9th Cir. 1994).

San Diego Expressway (SR 125). Successfully obtained state and federal environmental clearances and permits for development of a 10-mile toll highway in San Diego. Subsequently successfully defended against complex state and federal litigation brought by several environmental groups on CEQA, NEPA, ESA, and Clean Water Act. *Center For Biological Diversity et al. v. Federal Highway Administration*, 290 F.Supp.2d 1175 (S.D.Cal. 2003).

Pacific Lumber Company – Headwaters Forest Transaction. Served as special endangered species and real estate counsel to Pacific Lumber Company on its sale of the Headwaters Forest to the California and U.S. governments. Concurrently developed a 211,000-acre HCP - the largest private timber HCP to date and the first timber HCP to address endangered and threatened salmon.

Imperial Irrigation District Water Transfer Project. Served as environmental counsel for the IID/San Diego County Water Authority Water Conservation and Transfer Project. Work involved negotiating and obtaining federal and state environmental approvals for the nation's largest agriculture to urban water transfer project.

Solar Energy Projects. Advised energy development clients on all aspects of permitting and environmental clearance related to solar array projects throughout Southern California.

Kern Water Bank Habitat Conservation Plan. Obtained state and federal endangered species act and other environmental approvals for nation's largest water bank.

Stephen N. Roberts

Partner

sroberts@nossaman.com

50 California Street, 34th Floor
San Francisco, CA 94111

Steve Roberts has over three decades of experience as a general business litigator. The majority of his cases involve transportation, public contracts, real estate, construction, and related infrastructure issues. He is nationally recognized as an authority on ITS deployment, liability, and privacy issues.

REPRESENTATIVE WORK

LACTC v. Richmond 31 Cal.3d 197 (1982)

Represented Los Angeles County Transportation Commission ("LACTC") in mandate action originated in California Supreme Court, which validated the LACTC's one-half percent sales tax used to finance construction of its rail system and other transportation needs.

PECG v. Caltrans 13 Cal.App.4th 585 (1993)

AB680 toll road dispute over the right to construct private toll roads in California. Successfully sustained the constitutionality of experimental toll road projects.

Pinole Point Properties v. Bethlehem Steel, 596 F.Supp.283 (N.D. Cal. 1984)

Represented plaintiff in one of the earliest cases establishing and defining the rights under the Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") to obtain recovery for environmental clean-up.

Christi Hogin

Christi Hogin currently serves as City Attorney for the cities of La Habra Heights, Lomita, Malibu and Palos Verdes Estates. She also serves as Assistant City Attorney in West Hollywood and provides legal services to other firm clients. Before establishing the firm with Mike Jenkins, Christi viewed municipal law from a number of perspectives: two large firms, an in-house office and even a tour of duty as an Interim City Manager. She worked for Malibu from its incorporation in 1991 (and before that provided legal services to the city council-elect), including 5 years as in house city attorney from 1994 until June 1999. Christi has advised and represented many public agencies, including cities, redevelopment agencies and rent control boards. She specializes in land use, rent control, coastal and election law. She is active in the League of California Cities. She chairs the Coastal City Attorneys Caucus. She twice edited of the Environmental Protection section for this 2010 revisions to the Municipal Law Handbook and serves as the Chair of the Municipal Law Handbook Committee for the 2011 edition. She also represented the City Attorneys Department on the League's Environmental Quality Policy Committee. Christi is a past President of the City Attorneys Association of Los Angeles County. Christi was named among California's Top 25 Municipal Lawyers in a special insert of the *Daily Journal*, the largest newspaper serving the legal profession and covering the California courts. She was profiled in a special Municipal Law supplement edition of the paper. The paper has twice identified top municipal lawyers (2011 and 2012) and named Christi Hogin among the top practitioners both years. Christi has also each been named a SuperLawyer® by her peers nine times, including for 2014.

Christi Hogin has an active mandamus and appellate litigation practice. Her published cases include:

Save Tara v. City of West Hollywood (2008) 45 Cal.4th 116 (CEQA case involving environmental review of conditional agreement between city and non-profit affordable housing provider);

City of West Hollywood v. Beverly Towers (1992) 52 Cal.3d 1184 (vested rights in the condominium conversion context);

City of Malibu v. Cal. Coastal Comm. (2012) 206 Cal.App.4th 549 (local control and Coastal Act case);

Chung v. City of Monterey Park (2012) 210 Cal.App.4th 394 (CEQA and ballot measure election case);

Santa Monica Baykeeper v. City of Malibu (2011) 193 Cal.App.4th 1538 (CEQA case);

Hoffman Street, LLC v. City of West Hollywood (2009) 179 Cal.App.4th 754 (statutory interpretation case re affordable housing and moratoria);

City of Port Hueneme v. Oxnard Harbor Dist. (2007) 146 Cal.App.4th 511 (statutory construction case);

Pope v. Superior Court (2006) 136 Cal.App.4th 871 (term limits initiative; challenge to candidate's name on the ballot);

Trancas Property Owners Assn. v. City of Malibu (2006) 138 Cal.App.4th 172 (Procedural issue);

Taxpayers for Liable Communities v. City of Malibu (2005) 126 Cal. App. 4th 1124 (Brown Act/Open Meeting Law case); Visher v. City of Malibu, 126 Cal.App.4th 364 (2005) (anti-SLAPP suit case);

City of Malibu v. Cal. Coastal Com'n (2004) 121 Cal.App.4th 989 (special legislation referendum case);

City of Malibu v. Santa Monica Mountains Conservancy (2002) 98 Cal.App.4th 1379 (state owned property subject to City zoning laws);

Trancas Property Owners Assn v. City of Malibu (1998) 61 Cal.App.4th 1058 (deference to local agency interpretation);

Las Tunas Geologic Hazard Abatement District v. City of Malibu (1996) 38 Cal.App.4th 1002 (statutory interpretation)

Re-Open Rambla Inc. v. Board of Supervisors, 39 Cal.App.4th 1499 (1995) (newly incorporated city's responsibility for county roads);

People v. Scott, 20 Cal.App.4th Supp. 5 (1993) (constitutionality of local no camping ordinance);

Getz v. City of West Hollywood, 233 Cal.App.3d 625 (1991) (rent control case);

West Hollywood Concerned Citizens v. City of West Hollywood, 232 Cal.App.3d 486 (1991) (rent control);

Amicus Briefs: Marine Forests v. California Coastal Commission (2005) 36 Cal.4th 1104 (amicus brief case involving separation of powers); Del Oro Hills v. City of Oceanside (1995) 31 Cal.App.4th 1060 (amicus brief; damages in Atakings case); Consaul v. City of San Diego (1992) 6 Cal.App.4th 1781 (filed amicus brief; vested rights in land development context)

Christi Hogin's publications include the following:

- Author, "Because Property and Communities are Inextricably Linked, Bell 'Tolls for Thee:' A look at the Impact of the Bell Scandal for Real Estate Professionals," USC 2011 Real Estate Law & Business Forum
- Author, "Litigation Update: Recent Court Decisions that Affect Planning Decisions," League of California Cities Planners Institute, March 2011
- Author, "eDiscovery, Electronic Records and Other Virtual Headaches for the Custodian or Records," California City Clerks Association, 2010
- Author, "Public Access and the Coastal Act," Coastal Law CLE Seminar, 2010
- Author, "Advising Cities on Green Strategies if You're Not Mr. Science, Esq.," League Continuing Legal Education, February 2009
- Author, "Building Green With Carrots & Sticks," Western Cities Magazine, May 2008
- Author, "Building Green with Carrots & Sticks the City Attorney's Guide", League of California Cities, City Attorneys Department September 2007
- Author, "LCP Amendments in Theory and in Practice," CLE International Seminars, December 2007
- Author, "CEQA: Knowing the Environmental Impact & Managing the Lawyer Magnet," Planners Institute 2006
- Author, "Planning for the Legal Challenge: Success in the Courtroom Begins in Council Chambers," Planners Institute, 2008
- Author, "Making the CEQA Record," CLE International Seminars, 2007
- Author, "The Struggle for Local Control: An Update from the Coastal Frontline The Public Law Journal" (Summer 2003);
- Author, "Can Barbra Streisand Confer Governmental Immunities to the Father of the Bride? And other Modern Dilemmas of Governmental Immunities", League of California Cities, City Attorneys Department, 2002
- Author, "The Impact of Cityhood on Land Use, Real Estate Section," Los Angeles County Bar Association, October 2002
- Author, "The Building Permit Rule is Alive and Living in California: A Second Look at the Vested Rights Doctrine," Shepard's California Land Use Reporter, 1993
- Author, "Things That Can Be Regulated Outside: Camping in Public Places and Street Vendors," League of California Cities, City Attorneys Department, 1992
- Contributing Author, Municipal Law Handbook, California League of Cities, 1993 (authored section on Water Quality), 2010 (edited Environmental Protection chapter), 2011 (chaired committee of editors)
- Contributing Author, A Municipal Law Practitioner's Directory, League of California Cities, 1995 (authored section on contracts with special counsel)
- Co-Author, "The Rent Control Wars: An Update from the Front," California Land Use Institute, 1991

Christi received her B.A. degree in 1985 from the University of California at Los Angeles, in Political Science and Women's Studies and was elected to Phi Sigma Alpha, a national political science honor society. She received her J.D. 1988, Washington College of Law, American University, where she served as the Managing Editor, *American University Law Review*.

Gregg W. Kettles

Mr. Kettles brings significant experience litigating on behalf of and advising public agency clients. Following two federal judicial clerkships, Mr. Kettles was associated with the litigation department of a leading Los Angeles corporate law firm. He has broad experience in public law, especially as it relates to municipalities.

Immediately before joining the firm, Mr. Kettles served as Deputy Counsel to Los Angeles Mayor Antonio Villaraigosa. Mr. Kettles also has a deep understanding of a number of public law subjects, having taught law school courses in land use regulation, environmental law, and local government. He is an occasional speaker on municipal law, and has published a number of articles on various aspects of the subject.

Note to file: This document was approved for public release by all parties prior to its distribution to the OCFA Board of Directors for consideration at its 02/27/14 mtg.



RICHARDS | WATSON | GERSHON

ATTORNEYS AT LAW – A PROFESSIONAL CORPORATION

355 South Grand Avenue, 40th Floor, Los Angeles, California 90071-3101
Telephone 213.626.8484 Facsimile 213.626.0078

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(1916–1988)

GLENN R. WATSON
(1917–2010)

HARRY L. GERSHON
(1922–2007)

February 19, 2014

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WILLIAM L. STRAUZ
MITCHELL E. ABBOTT
GREGORY W. STEPANICICH
ROCHELLE BROWNE
QUINN M. BARROW
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GREGORY M. KUNERT
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AMANDA L. STEIN
SPENCER B. KALLICK
PATRICK D. SKAHAN
STEPHEN D. LEE
KYLE H. BROCHARD
NICHOLAS R. GHIRELLI

Mr. Keith Richter, Fire Chief
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602

Re: *Orange County Fire Authority, et al. v. All Persons Interested* (Orange County Superior Court Case No. 30-2013-00694527)

Dear Chief Richter:

I write regarding the Orange County Fire Authority's consideration of Richards, Watson & Gershon (Firm) as its potential legal counsel in the above-referenced lawsuit (Validating Action).

Our Firm serves as the City Attorney for the Cities of Buena Park and Seal Beach, both of which are member cities of the Orange County Fire Authority (OCFA). Presently, there is no conflict that would preclude the Firm from representing OCFA in the Validating Action. To our knowledge, neither Buena Park nor Seal Beach have any interest in the Validating Action, and we do not see any potential for our Firm to obtain any information from OCFA that would be confidential with respect to either Buena Park or Seal Beach.

Although there is no current adversity between OCFA and Buena Park or Seal Beach, the nature of their relationship as "partners" could lead to actual or potential conflicts in the future over matters unrelated to the Validating Action. We serve as general counsel to those clients in our role as city attorney and, accordingly, we are extremely cautious to preserve their continuity of legal representation. If adversity were to develop in the future between OCFA and either Buena Park or Seal Beach, the Rules of Professional Conduct could, depending upon the events giving rise to the adversarial relationship, require us to seek the written consent of OCFA to represent Buena Park or Seal Beach or, alternatively, to withdraw from representing those clients. We would not be comfortable accepting the representation of OCFA in the Validating Action unless we had taken all possible steps to ensure that we were able to represent Buena Park and Seal Beach in all matters, including future matters

OF COUNSEL
SAYRE WEAVER
TERESA HO-URANO
GENA M. STINNETT

SAN FRANCISCO OFFICE
TELEPHONE 415.421.8484

ORANGE COUNTY OFFICE
TELEPHONE 714.990.0901

TEMECULA OFFICE
TELEPHONE 951.695-2373

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Mr. Keith Richter, Fire Chief
February 19, 2014
Page 2

adverse to OCFA. Accordingly, we seek OCFA’s consent and agreement that we may represent Buena Park and Seal Beach in the future in matters that are adverse, or potentially adverse to OCFA, so long as such matters are substantively unrelated to the Validating Action.

Rule 3-310(C) of the California Rules of Professional Conduct provides:

“(C) A member shall not, without the informed written consent of each client:

(3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

We do not believe there are any direct potentially adverse consequences to OCFA if we were to represent either Buena Park or Seal Beach in the future against OCFA in matters that are substantively unrelated to the Validating Action. As noted above, neither city has any interest in the Validating Action, and we do not see any potential for our Firm to obtain any confidential information of OCFA that could be material to a future representation of those cities. Instead, the only potentially adverse consequences of retaining our Firm, of which we are presently aware, involve indirect, non-substantive issues:

First, we believe that OCFA should consider whether it perceives any potential appearance problems with our Firm representing OCFA in connection with the Validating Action, and representing either Buena Park or Seal Beach in any future matter adverse to OCFA. It is common for firms of our size, with specialized expertise, to represent potentially adverse clients with their mutual consent. We are sensitive to appearance concerns where public entities are involved and urge OCFA to grant the consent requested herein only if it concurs with our view regarding the unlikely chance of adverse public perception.

Second, OCFA also should consider whether our representation of Buena Park and Seal Beach would cause OCFA to question our loyalty or performance as it

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Mr. Keith Richter, Fire Chief
February 19, 2014
Page 3

relates to the Validating Action. An effective attorney-client relationship requires the client to have confidence in its counsel's loyalty and objectivity.

We have no doubt that we can effectively and zealously represent OCFA in the Validating Action while separately representing Buena Park and Seal Beach, and we would not seek OCFA's consent if we believed otherwise.

If, after considering the foregoing, OCFA is willing to waive any conflict of interest that might arise from us representing OCFA while simultaneously representing Buena Park and Seal Beach in all matters, including matters that might be adverse to OCFA, we would appreciate it if you would date and sign the attached Consent and Waiver, and return it to me via regular mail and e-mail (ppierce@rwglaw.com).

If you have any questions regarding this matter, please feel free to call me at (213) 253-0214.

Very truly yours,



T. Peter Pierce

cc: David Kendig, General Counsel

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Mr. Keith Richter, Fire Chief
February 19, 2014
Page 4

CONSENT AND WAIVER

The Orange County Fire Authority (OCFA) has fully considered the facts and circumstances set forth above, and has read and understands the disclosures and description of potential adverse consequences made herein regarding Richards, Watson & Gershon's ongoing representation of Buena Park and Seal Beach in all matters. OCFA knowingly and voluntarily consents to Richards, Watson & Gershon continuing to represent Buena Park and Seal Beach in all matters, including matters in which Buena Park or Seal Beach might be adverse to OCFA, so long as such matters are unrelated to the substance of the Validating Action (as defined above).

Orange County Fire Authority

By: _____

Date: February 27, 2014

Name: Keith Richter

Title: Fire Chief

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DISCUSSION CALENDAR – AGENDA ITEM NO. 11
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Update on the 911 Emergency Ambulance Contract Request for Proposals**

Summary:

This item is submitted to provide an update on the 911 Emergency Ambulance Contract Request for Proposal (RFP) process for Orange County Fire Authority (OCFA) jurisdictions.

Recommended Action:

Submit a formal request from the OCFA Board of Directors to the Orange County Emergency Medical Services (OCEMS) Medical Director, requesting that the County of Orange (County) continues to include the following provisions in the 911 Emergency Ambulance Contract Request for Proposal (RFP) process:

Require the contracted ambulance service provider(s) to reimburse OCFA for advanced life support (ALS) services and medical supplies provided by OCFA to patients whom are subsequently transported to the hospital by the ambulance service provider(s). ALS reimbursement and medical supply rates shall not exceed OCFA's marginal costs for ALS paramedic services and supplies, and shall be approved by the County Board of Supervisors each year.

Background:

At the January 23, 2014, OCFA Board of Directors meeting, staff provided an update indicating that the authority to allow OCFA to conduct the RFP process was in question by the State of California (State). Subsequently, on January 31, 2014, staff received verbal notification that the State's interpretation of a 2010 Butte County court ruling would prevent the County from delegating the ambulance RFP process to OCFA. On February 6, 2014, OCFA received correspondence detailing the State's decision and outlining the proposed OCEMS Plan (Attachment 1). Updates in the correspondence included the following key points:

- OCEMS planned to host a meeting for OCFA's City Managers at OCFA headquarters on February 19, 2014, to discuss the transition and consolidation of Exclusive Operating Areas (EOAs).
- OCEMS advised that consolidating the 19 EOAs into 5 regions will assure uniform provision of medical transport, maximize coverage and rapid response times, and standardize medical performance among providers. The proposed 5 regions are listed on Attachment 1 to the County letter.

- OCEMS will be working with County Counsel to amend the County’s Ambulance Ordinance 3517 and will be bringing the proposed Ordinance to the Board of Supervisors for consideration.
 - OCFA is also working with General Counsel to identify amendments needed to our member cities’ Ambulance Ordinances. These efforts will be coordinated with General Counsel, County Counsel, and our member cities’ City Attorneys.

Since learning of these developments, OCFA staff has been communicating daily with OCEMS staff to assist with a smooth transition of the RFP process to the County. Through this continued dialogue, an issue has come to our attention that we believe warrants Board discussion and potential action regarding the reimbursement of ALS Pass-Through and Medical Supplies.

ALS Pass-Through and Medical Supplies Reimbursements

In 1997, OCFA successfully partnered with OCEMS and the county-approved 911 ambulance service providers to implement provisions for pass-through reimbursement to OCFA for advanced life support (ALS) services and supplies provided by OCFA. This reimbursement provision applied to transports in which patients received ALS services from OCFA and were subsequently transported to the hospital by the ambulance service provider(s). The ALS reimbursement and medical supply rates, which have been calculated and proposed annually by OCFA, have never exceeded OCFA’s marginal costs for providing ALS paramedic services, and have required approval by the County Board of Supervisors each year. Current reimbursement rates are approximately 39% less than OCFA’s marginal costs for providing those services.

Charging for ALS services and medical supplies and providing for reimbursement to the service provider are expressly allowed under Medicare and Medicaid (Medi-Cal in California) by Basic Life Support (BLS) providers, as long as a written billing agreement exists between the parties. The reimbursements are also specifically contemplated in the OCFA’s Joint Powers Authority Agreement (Attachment 2, Art. I, Section 4.N.). The reimbursements are a common practice among other Fire & Emergency Medical Service providers in California, including Los Angeles County and many other counties. Attachment 3 reflects the 2013 rates other counties charge for ALS level service. In Fiscal Year 2013/14, ALS reimbursements total \$4.5 million in OCFA’s annual budget.

Since the County is now conducting the Ambulance RFP process and administering the contract, OCFA will not have a mechanism to be reimbursed for its services without a provision in the RFP requiring the contracted ambulance providers to reimburse OCFA. Loss of this cost recovery source would cause a substantial and unexpected negative impact on OCFA’s financial health, and would push the OCFA’s budget into a deficit position.

As a result, Staff recommends that the OCFA Board of Directors submit a formal request to the Orange County Emergency Medical Services Agency for the County to continue the ALS pass-through and medical supplies reimbursement provisions in the 911 Emergency Ambulance Contract Request for Proposal (RFP) process.

City Manager Meeting Held on February 19, 2014

On February 19, 2014, OCFA and OCEMS hosted a meeting for all of OCFA's City Managers. The meeting was very well attended, with nearly every city represented. The meeting was a great opportunity for OCEMS to provide additional background regarding the State's decision and to discuss their proposal to change the current Exclusive Operating Areas into five regions for ambulance service. The meeting also included discussion of the proposed timeline for completion of the RFP process, and enabled City Managers to ask questions of County EMS staff.

OCFA staff will continue to provide support to County EMS and our member cities, to the extent allowed and desired.

Fiscal Impact:

ALS reimbursements total \$4.5 million in OCFA's annual budget for FY 2013/14. Loss of this cost recovery source would cause a substantial and unexpected negative impact on OCFA's financial health, and would push the OCFA's budget into a deficit position.

Staff Contacts for Further Information:

Lori Zeller, Assistant Chief
Business Services Department
lorizeller@ocfa.org
(714) 573-6020

Jim Ruane, Finance Manager/Auditor
Finance Division/Business Services Department
jimruane@ocfa.org
(714) 573-6304

Attachments:

1. County EMS & State EMSA correspondence on RFP and Attachments:
 - EMSA Determination to Dr. Stratton
 - OC EMS EOAs Status
 - Proposed EOAs by City
 - Ambulance Provider by OCFA City
2. Excerpt from OCFA JPA-Powers and Purpose; power to collect fees for services
3. 2013 ALS Rate Comparison by County



*Excellence
Integrity
Service*

COUNTY OF ORANGE HEALTH CARE AGENCY

OFFICE OF THE DIRECTOR

MARK A. REFOWITZ
DIRECTOR
(714) 834-6021
mrefowitz@ochca.com

RICHARD SANCHEZ
ASSISTANT DIRECTOR
(714) 834-2830
Richard.Sanchez@ochca.com

405 W. 5th STREET, 7th FLOOR
SANTA ANA, CA 92701
FAX: (714) 834-5506

February 6, 2014

TO: Board of Supervisors

FROM: Mark Refowitz, Health Care Agency Director

SUBJECT: EMS Authority decision OCEMS RFP

This memorandum is to report the recent State EMS decision with respect to OCEMS delegation of RFPs to OCFA, and to discuss the proposed OCEMS Plan.

Background:

On October 8, 2013, your Board discussed correspondence among OCFA personnel that suggested favoritism in the development of its RFP for emergency ambulance services. After the OCFA Fire Chief assured that OCFA would comply with specified conditions, the Board allowed OCFA to continue conducting RFPs for 911 ambulance services. Shortly thereafter, the State Emergency Medical Services Authority (EMSA) sent a letter to the Orange County EMS (OCEMS) Medical Director, Dr. Samuel Stratton, asking him to cite the authority that allows OCEMS to delegate its responsibility to conduct competitive bids to the OCFA. On November 22, 2013, Dr. Stratton responded with a letter disputing the contention that OCEMS delegated any of its responsibilities as the local emergency services agency. This prompted a December 26, 2013 response from EMSA that the statutory authority related to exclusive operating areas and competitive processes rests solely with OCEMS.

On January 30, 2013, Dr. Stratton and staff met with EMSA Director Dr. Howard Backer and staff to clarify the RFP responsibility to ensure the local operational plan under development will reflect the regulations considered for EMSA approval. On February 4, 2013, Dr. Backer sent a letter to Dr. Stratton confirming OCEMS shall conduct and administer RFPs and contracts for 19 OCFA cities (Attachment 1). Additionally, EMSA directed that ambulance contracts must be awarded to the highest ranked bidder. If the highest ranked bidder is not awarded the contract, OCEMS is required to conduct a new RFP.

OCEMS RFPs:

The current OCFA contracts with ambulance providers serving unincorporated areas expire on August 31, 2014. OCEMS must conduct the RFPs and administer the contracts for operating areas served by OCFA to maintain antitrust protection and to maintain reliable emergency transport services. Attachment 2 is the EMSA list of exclusive and non-exclusive operating areas for all Orange County cities. The EMSA determination is specific to the 19 cities with OCFA administered contracts expiring on August 31, 2014. For the remaining cities, the proposed EMS Plan includes a mechanism to address the exclusive and non-exclusive cities

separately. For non-exclusive cities seeking antitrust protection, OCEMS will monitor the RFP and contracts.

OCEMS, OCFA and its member cities have continued to meet regularly in anticipation of EMSA determination. On January 9, 2013, Dr. Stratton was invited to the OCFA City Manager meeting to discuss the requirement to award contracts to the top bidder. On January 31, 2013, OCFA notified its member cities after the EMSA verbal determination that OCEMS would conduct the RFP. OCEMS will host a meeting with the 19 member cities on February 19, 2014 to discuss the transition and consolidation of operating areas. Outside of the RFP process, OCEMS will continue to collaborate with OCFA in its role as the first responders and advanced life support providers in 911 emergencies. OCEMS looks forward to continuing its partnership with OCFA and its member cities. Attachment 4 is the current list of ambulance providers by city.

The purpose of establishing exclusive operating areas is for local EMS agencies to develop a coordinated plan to meet the local area's emergency medical needs. While a county makes a recommendation on establishing emergency operating areas, it is the local EMS agency (OCEMS) that designates those areas subject to EMSA approval. The medical component of this authority remains critical to EMSA. Its direction, however does not limit the Board's role as a stakeholder in development of the OCEMS plan. From a medical perspective, Dr. Stratton has advised that consolidating the current 19 exclusive operating areas into 5 regions will assure uniform provision of medical transport, maximize coverage and rapid response times, and standardize medical performance among providers. Additionally, to support OCEMS contract monitoring, the consolidation will allow for a standardized system of data collection necessary for quality assurance. Attachment 3 lists the proposed exclusive operating areas for the 19 cities served by OCFA.

OCEMS Plan:

State statute requires annual filing of a local EMS Agency, emergency medical services plan. Each plan is subject to EMSA approval. OCEMS submitted its last EMSA-approved plan in 2007. While plan amendments have been filed on a regular basis, including the OCEMS Trauma Plan in 2013, OCEMS is at fault for not filing an annual, complete plan. It is important to report that OCEMS was unable to update its plan, in part, because of higher level discussions between the County and the Cities of Newport Beach, Huntington Beach, Anaheim, and Orange over specific ambulance operating rights. In addition, a 2010 California Appellate Court decision (*Butte County v. California EMS Authority, Inc.*) required the EMSA to develop regulations that defined requirements for ambulance operating areas to be considered eligible for antitrust protection. OCEMS has held submission of the plan pending EMSA issuing its regulations post Butte. At present, the OCEMS was instructed by EMSA to submit an updated plan. Your Board of Supervisors and the Emergency Medical Care Committee will have an opportunity to review the plan. The plan will undergo continued local discussion and may be amended on an on-going basis with referral of amendments to EMSA for approval.

Rather than request your Board rescind its resolution delegating the authority to OCFA, the OCEMS plan proposes a more comprehensive approach to amend Ambulance Ordinance 3517. It is the intent of OCEMS to work with County Counsel to bring the proposed Ordinance revision to your Board for consideration.

My office will schedule individual Supervisorial briefings with Dr. Stratton in the coming weeks. OCEMS, working with your Board and the OCFA city partners, will continue to focus on the health and safety of emergency medical service delivery. In the interim, should you have any questions, please do not hesitate to contact me at (714) 834-6021.


Mark A. Refowitz, Director

cc: Dr. Sam Stratton, OCEMS Medical Director
Michael B. Giancola, Chief Executive Officer
Mark Denny, Chief Operating Officer
Orange County Fire Authority Board of Directors
Aliso Viejo City Manager David Doyle
Anaheim City Manager Marcie Edwards
Brea City Manager Tim O'Donnell
Buena Park City Manager Jim Vanderpool
Costa Mesa City Manager Thomas Hatch
Cypress City Manager John Bahorski
Dana Point City Manager Douglas Chotkevys
Fountain Valley City Manager Bob Hall
Fullerton City Manager Joseph Felz
Garden Grove City Manager Matthew Fertal
Huntington Beach City Manager Fred Wilson
Irvine City Manager Sean Joyce
La Habra City Manager Jim Sadro
La Palma City Manager Ellen Volmert
Laguna Beach City Manager John Pietig
Laguna Hills City Manager Bruce Channing
Laguna Niguel City Manager Rod Foster
Laguna Woods City Manager Christopher Macon
Lake Forest City Manager Robert Dunek
Los Alamitos City Manager Bret Plumlee
Mission Viejo City Manager Dennis Wilberg
Newport Beach City Manager Dave Kiff
Orange City Manager John Sibly
Placentia City Manager Troy Butzlaff
Rancho Santa Margarita City Manager Jennifer Cervantez
San Clemente City Manager Paul Gudgeirsson
San Juan Capistrano City Manager Karen Brust
Santa Ana City Manager David Cavazos
Seal Beach City Manager Jill Ingram
Stanton City Manager James Box
Tustin City Manager Jeffrey Parker
Villa Park City Manager Jared Hildenbrand
Westminster City Manager Eddie Manfro
Yorba Linda City Manager Mark Pulone

Enclosures: Attachment 1- EMSA determination to Dr. Stratton
Attachment 2- EMSA EOA Status
Attachment 3- Proposed EOA by City
Attachment 4- Ambulance Provider by OCFA City

EMERGENCY MEDICAL SERVICES AUTHORITY

10901 GOLD CENTER DR., SUITE 400
RANCHO CORDOVA, CA 95670
(916) 322-4336 FAX (916) 324-2875



February 3, 2014

Samuel J. Stratton, MD, MPH
Medical Director
Orange County EMS Agency
405 W. 5th Street, Suite 301A
Santa Ana, CA 92701

Dear Dr. Stratton:

This letter is to summarize our meeting with Orange County EMS Agency staff on January 30, 2014 at EMSA (Emergency Medical Services Authority). Upon reviewing the information discussed during our meeting, EMSA's position related to the delegation of statutory authority related to exclusive operating areas and competitive processes as noted in our December 26, 2013 letter has not changed.

On October 25, 2013, EMSA inquired about fair and equitable bidding practices on all Orange County emergency ambulance service request for proposals (RFPs). Available documentation showed that the Orange County EMS Agency (OCEMS) potentially delegated its authority for conducting of the competitive processes for emergency ambulance service in 19 ambulance zones to the Orange County Fire Authority (OCFA). Your response to our October 25, 2013 letter, dated November 22, 2013, stated that the OCEMS had not delegated any of its statutory responsibilities for the OCFA ambulance operator zones.

Rather, OCFA proposed, with OCEMS endorsement, the authorization of the Orange County Board of Supervisors to "conduct a competitive process on behalf of OCEMS for the selection and award of emergency ambulance exclusive operating area contracts for OCFA jurisdictional areas; effective July 1, 2004". Orange County Board of Supervisors Resolution 04-120 approved the OCFA proposal with OCFA conducting the RFP and OCEMS reviewing the process to assure competitiveness. In EMSA's view, this delegation of the competitive process and selection of providers to the OCFA is not consistent with the EMS Act.

Health and Safety Code Section 1797.224 states:

"...A local EMS agency which elects to create one or more exclusive operating areas in the development of a local plan shall develop and submit for approval to the authority, as part of the local EMS plan, *its* (emphasis added) competitive process for selecting providers and determining the scope of their operations...."

In 2010, the California Appellate Court decision *The County of Butte v. The California Emergency Medical Services Authority, Inc.* (2010) 187 Cal.App.4th 1175 clarified the statutory responsibility of a local EMS agency for administration of RFPs and contracts for exclusive ambulance operator areas.

“...section 1797.200 unambiguously requires the county to designate *one* local EMS agency, not two such agencies sharing the statutory powers and duties of Chapter 4 of the EMS Act. Indeed, the purpose of the EMS Act was to replace the preexisting haphazard regulatory system with a simplified two-tiered regulatory system “governing virtually every aspect of prehospital emergency medical services” (County of San Bernardino, *supra*, 15 Cal.4th at p. 915), including the establishment of EOAs and the designation of exclusive operators within those areas (§ 1797.224)”

This decision clarified that the local EMS agency, including OCEMS, is responsible for the procurement process and contracts awarded for ambulance area exclusivity within the local EMS jurisdiction when seeking State sanctioned antitrust protection under California Health and Safety Code 1797.6.

EMSA has determined that the delegation of the RFP processes to the OCFA is not in compliance with statute and current case law (*Butte Decision*). The 19 ambulance areas specific to this determination are: City of Aliso Viejo, City of Cypress, City of Dana Point, City of Irvine, City of La Palma, City of Laguna Hills, City of Laguna Niguel, City of Laguna Woods, City of Lake Forest, City of Los Alamitos, City of Mission Viejo, City of Placentia, City of Rancho Margarita, City of San Juan Capistrano, City of Seal Beach, City of Stanton, City of Tustin, City of Villa Park and the City of Yorba Linda.

OCEMS must conduct and administer RFPs and contracts for those ambulance areas in order to attain and maintain State sanctioned antitrust protection under Health and Safety Code 1797.6, 1797.85 and 1797.224. OCEMS may contract with neutral third parties, such as consultants who do not have a vested interest in the process, to develop and administer RFPs. However, OCEMS must provide direct oversight, monitoring, and ultimately the selection of a provider as part of the competitive process.

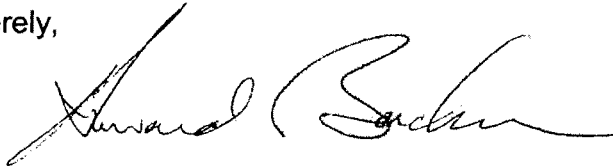
EMSA is aware of potential situations where the top ranked, responsive and responsible bidder for an Orange County ambulance area RFPs has been passed over for a lower scoring bidder when contracts were awarded. The reason for conducting an ambulance RFP is to allow for selection of the top ranking responsive and responsible bidder. With this in consideration, the top ranked bidder in the RFP process is to be awarded the contract for which the RFP is held. This position is supported by the recent California Appellate Court case of *Eel River Disposal Resource Recovery, Inc. v. County of Humboldt* (2013) Cal 1. A135744. This court decision states that in competitive bidding for exclusive contracts, the contract award must be made on the basis of criteria set forth in the published RFP.

Samuel J. Stratton, MD, MPH
Orange County EMS Agency
February 3, 2014
Page 3

EMSA looks forward to OCEMS submitting an updated EMS plan, and competitive processes, which conforms to EMS statutes. EMSA appreciates the cooperation and support of OCEMS during this review process.

Please contact Tom McGinnis, EMS Systems Division Chief at (916) 431-3695 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard Backer". The signature is fluid and cursive, with a large initial "H" and "B".

Howard Backer, MD, MPH, FACEP
Director

HB:II

cc: Tammi McConnell, OCEMS Program Administrator



Ambulance Zones, Ground Exclusive Operating Areas (EOA) Status Determinations by EMSA As of August 2013

**Emergency Medical Services Authority
California Health and Human Services Agency**



CALIFORNIA EMERGENCY AMBULANCE (GROUND) ZONES

EMSA Determinations as of 08/27/13

Local EMS Agency	County Name	Name of Zone	Zone Description	Current Provider(s)	Exclusivity Status Exclusive vs. Non-Exclusive	Type of Exclusivity (H&S 1797.85)	Scope of Operations for Exclusivity	Last Competitive Process	EMSA Competitive Process Approval Date	Date of last Approved EMS Plan/Update	Non-Competitive Process EOA's	Competitive Process EOA's	Non-Exclusive
NORTHERN CALIFORNIA	TRINITY	Zone 3 STAR	Ridge to Humboldt Co Line South: Mendocino Co Line to include Yolla Bolly Wilderness and Kattenpom/Zenia areas East: Hwy 36 to Shasta Co Line West: Hwy 36 to Deer Field Rancho (mile marker 29.2)	Southern Trinity Area Rescue	Non-Exclusive					08/07/13			X
NORTHERN CALIFORNIA	TRINITY	Zone 4 Down River	SR 299 to Cedar Flat Bridge; SR 289 to Trinity/Humboldt County Lines	Hyampom Ambulance	Non-Exclusive					08/07/13			X
ORANGE	ORANGE	EOA 1 - Anaheim	City of Anaheim	Care Ambulance Service	Non-Exclusive					011/14/07			X
ORANGE	ORANGE	EOA 2 - Brea	City of Brea	Emergency Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response			011/14/07			X
ORANGE	ORANGE	EOA 3 - City of Buena Park	City of Buena Park	Care Ambulance Service	Non-Exclusive					011/14/07			X
ORANGE	ORANGE	EOA 4 - Costa Mesa	City of Costa Mesa	Schaefer Ambulance Service Medix Ambulance Service, Inc.	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	1117	10/25/07	011/14/07			X
ORANGE	ORANGE	EOA 5 - City of Cypress	City of Cypress	Medix Ambulance Service, Inc.	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	011/14/07			X

Note: Based on current EMS Plan approval by EMSA pursuant to 1797.224 - pending issues may not be reflected.

CALIFORNIA EMERGENCY AMBULANCE (GROUND) ZONES

EMSA Determinations as of 08/27/13

Local EMS Agency	County Name	Name of Zone	Zone Description	Current Provider(s)	Exclusivity Status Exclusive vs. Non-Exclusive	Type of Exclusivity (H&S 1797.85)	Scope of Operations for Exclusivity	Last Competitive Process	EMSA Competitive Process Approval Date	Date of last Approved EMS Plan/Update	Non-Competitive Process EOAs	Competitive Process EOAs	Non-Exclusive
ORANGE	ORANGE	EOA 6 - Fountain Valley	City of Fountain Valley	Care Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	0210	10/07/08	011/14/07			
ORANGE	ORANGE	EOA 7 - Fullerton	City of Fullerton	Care Ambulance Service	Non-Exclusive					011/14/07			
ORANGE	ORANGE	EOA 8 - Garden Grove	City of Garden Grove	Care Ambulance Service	Non-Exclusive					011/14/07			
ORANGE	ORANGE	EOA 9 - City of Huntington Beach	City of Huntington Beach	Huntington Beach Fire Dept.	Non-Exclusive					011/14/07			
ORANGE	ORANGE	EOA 10 - City of Irvine	City of Irvine	Doctor Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	RL972	07/02/04	011/14/07			
ORANGE	ORANGE	EOA 11 - City of Laguna Beach	City of Laguna Beach	Doctor's Ambulance Service	Non-Exclusive					011/14/07			
ORANGE	ORANGE	EOA 12 - La Habra	City of La Habra	Los Angeles County Fire Dept.	Non-Exclusive					011/14/07			
ORANGE	ORANGE	EOA 13 - City of La Palma	City of La Palma	Care Ambulance Services, Inc.	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	011/14/07			
ORANGE	ORANGE	EOA 14 - City of Los Alamitos	City of Los Alamitos	Medix Ambulance Service, Inc.	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	011/14/07			
ORANGE	ORANGE	EOA 15 - Newport Beach	Newport Beach	Newport Beach Fire Dept.	Non-Exclusive					011/14/07			
ORANGE	ORANGE	EOA 16 - City of Orange	City of Orange	Orange Fire Dept.	Non-Exclusive					011/14/07			

Note: Based on current EMS Plan approval by EMSA pursuant to 1797.224 - pending issues may not be reflected.

CALIFORNIA EMERGENCY AMBULANCE (GROUND) ZONES

EMSA Determinations as of 08/27/13

Local EMS Agency	County Name	Name of Zone	Zone Description	Current Provider(s)	Exclusivity Status Exclusive vs. Non-Exclusive	Type of Exclusivity (H&S 1797.85)	Scope of Operations for Exclusivity	Last Competitive Process	EMSA Competitive Process Approval Date	Date of last Approved EMS Plan/Update	Non-Competitive Process EOA's	Competitive Process EOA's	Non-Exclusive
ORANGE	ORANGE	EOA 17 - City of Placentia	City of Placentia	Emergency Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	RL972	07/02/04	01/1/14/07			
ORANGE	ORANGE	EOA 18 - City of San Clemente	City of San Clemente	City of San Clemente	Non-Exclusive					01/1/14/07			
ORANGE	ORANGE	EOA 19 - City of San Juan Capistrano	San Juan Capistrano	Doctor's Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	01/1/14/07			
ORANGE	ORANGE	EOA 20 - City of Santa Ana	City of Santa Ana	Santa Ana Fire Dept.	Non-Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	01/1/14/07			
ORANGE	ORANGE	EOA 21 - City of Seal Beach	City of Seal Beach (and Seal Beach Leisure World, Sunset Beach and Bolsa Chica).	Care Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	01/1/14/07			
ORANGE	ORANGE	EOA 22 - City of Stanton	City of Stanton	Care Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	01/1/14/07			
ORANGE	ORANGE	EOA 23 - City of Tustin	City of Tustin	Doctor's Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	RL972	07/02/04	01/1/14/07			
ORANGE	ORANGE	EOA 24 - City of Villa Park	City of Villa Park (includes Orange/Olive, Orange Park, Silverado Canyon).	Americare Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	01/1/14/07			
ORANGE	ORANGE	EOA 25 - City of Westminster	City of Westminster	City of Westminster	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	2011-WPD002	12/30/11	01/1/14/07			
ORANGE	ORANGE	EOA 26 - City of Yorba Linda	City of Yorba Linda	Emergency Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	RL972	07/02/04	01/1/14/07			

Note: Based on current EMS Plan approval by EMSA pursuant to 1797.224 - pending issues may not be reflected.

CALIFORNIA EMERGENCY AMBULANCE (GROUND) ZONES

EMSA Determinations as of 08/27/13

Local EMS Agency	County Name	Name of Zone	Zone Description	Current Provider(s)	Exclusivity Status Exclusive vs. Non-Exclusive	Type of Exclusivity (H&S 1797.86)	Scope of Operations for Exclusivity	Last Competitive Process	EMSA Competitive Process Approval Date	Date of last Approved EMS Plan/Update	Non-Competitive Process EOA's	Competitive Process EOA's	Non-Exclusive
ORANGE	ORANGE	EOA 28 - City of Laguna Hills	City of Laguna Hills	Doctor's Ambulance	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	RL972	07/02/04	011/14/07		X	
ORANGE	ORANGE	EOA 29 - Rancho Santa Margarita & unincorporated area	City of Rancho Santa Margarita & unincorporated area.	Doctor's Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	011/14/07			
ORANGE	ORANGE	EOA 30 - City of Laguna Niguel	City of Laguna Niguel & unincorporated area.	Doctor's Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	011/14/07		X	
ORANGE	ORANGE	EOA 32 - Aliso Viejo	City of Aliso Viejo & unincorporated area	Doctor's Ambulance Service, Inc.	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	RL972	07/02/04	011/14/07		X	
ORANGE	ORANGE	EOA 35 - Laguna Woods	Laguna Woods & contiguous unincorporated areas	Doctor's Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	RL972	07/02/04	011/14/07		X	
ORANGE	ORANGE	EDA 38 - City of Mission Viejo	City of Mission Viejo	Medix Ambulance Service, Inc.	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	RL972	07/02/04	011/14/07		X	
ORANGE	ORANGE	EOA 39 - City of Dana Point	City of Dana Point	Doctor's Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	RL972	07/02/04	011/14/07		X	
ORANGE	ORANGE	EOA 42 - City of Lake Forest	City of Lake Forest	Doctor's Ambulance Service	Exclusive	Emergency Ambulance Services	9-1-1 Emergency Response	JR1494	07/31/08	011/14/07		X	
RIVERSIDE	RIVERSIDE	Pass Area	Cities of Banning, Beaumont Calimesa, & adjacent unincorporated area	AMR	Non-Exclusive					07/20/12			X

Note: Based on current EMS Plan approval by EMSA pursuant to 1797.224 - pending issues may not be reflected.

PROPOSED OCEMS REGIONS
OCFA-member cities with contracts expiring 8/31/14
February 2014 – December 2014

ASA	CITY	Unincorp	BOS District	Conduct RFP	Awarding Agency	Contract Admin 2014-2024	Current Provider	EMSA Exclusive	RE-DESIGN 2014
5	Cypress		2	OCEMS	BOS	OCEMS	Care	X	REGION B
10	Irvine	X	3,5	OCEMS	BOS	OCEMS	Care	X	REGION C
13	La Palma		2	OCEMS	BOS	OCEMS	Care	X	REGION B
14	Los Alamitos	X	2	OCEMS	BOS	OCEMS	Care	X	REGION B
17	Placentia	X	4	OCEMS	BOS	OCEMS	Emergency	X	REGION A
19	San Juan Capistrano	X	5	OCEMS	BOS	OCEMS	Doctors	X	REGION E
21	Seal Beach	X	2	OCEMS	BOS	OCEMS	Care	X	REGION B
22	Stanton	X	2	OCEMS	BOS	OCEMS	Care	X	REGION B
23	Tustin	X	3	OCEMS	BOS	OCEMS	Doctors	X	REGION C
24	Villa Park	X	3	OCEMS	BOS	OCEMS	Americare	X	REGION C
26	Yorba Linda	X	3	OCEMS	BOS	OCEMS	Emergency	X	REGION A
28	Laguna Hills	X	5	OCEMS	BOS	OCEMS	Doctors	X	REGION D
29	Rancho Santa Margarita	X	5	OCEMS	BOS	OCEMS	Doctors	X	REGION E
30	Laguna Niguel	X	5	OCEMS	BOS	OCEMS	Doctors	X	REGION D
32	Aliso Viejo	X	5	OCEMS	BOS	OCEMS	Doctors	X	REGION D
35	Laguna Woods		5	OCEMS	BOS	OCEMS	Doctors	X	REGION D
38	Mission Viejo		5	OCEMS	BOS	OCEMS	Doctors	X	REGION E
39	Dana Point		5	OCEMS	BOS	OCEMS	Doctors	X	REGION D
42	Lake Forest	X	5	OCEMS	BOS	OCEMS	Doctors	X	REGION E

LIST OF OCFA CITIES INCLUDED IN 2014 RFP

City	Unincorporated Areas	BOS District	Exclusive	Agency Awarding Contract - 2014	Transport Provider
Cypress		2	X	OCFA	Care
Irvine	X	3,5	X	OCFA	Doctors
La Palma		2	X	OCFA	Care
Los Alamitos	X	2	X	OCFA	Care
Placentia	X	4	X	OCFA	Emergency
San Juan Capistrano	X	5	X	City	Doctor
Seal Beach	X	2	X	OCFA	Care
Stanton	X	2	X	OCFA	Care
Tustin	X	3	X	City	Doctors
Villa Park	X	3	X	OCFA	Americare
Yorba Linda	X	3	X	OCFA	Emergency
Laguna Hills		5	X	OCFA	Doctors
Rancho Santa Margarita	X	5	X	City	Doctors
Laguna Niguel		5	X	City	Doctors
Aliso Viejo	X	5	X	City	Doctors
Laguna Woods	X	5	X	OCFA	Doctors
Mission Viejo		5	X	City	Doctors
Dana Point		5	X	City	Doctors
Lake Forest	X	5	X	City	Doctors

**AMENDED ORANGE COUNTY FIRE AUTHORITY
JOINT POWERS AGREEMENT**

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4. **Powers.** Pursuant to and to the extent required by Government Code Section 6509, the Authority shall be restricted in the exercises of its powers in the same manner as is a general law city. The Authority shall have the power to do any of the following in its own name:

- A. To exercise the common powers of its members in providing fire suppression, protection, prevention and related and incidental services.
- B. To make and enter into contracts, including contracts with its members; notwithstanding, the Authority may not enter into real property development agreements.
- C. To assume Fire Department contracts relating to fire suppression, protection, prevention and related and incidental services.
- D. To determine compensation and working conditions and negotiate contracts with employees and employee organizations.
- E. To employ such agents, employees and other persons as it deems necessary to accomplish its purpose.

- F. To lease, acquire, hold and dispose of property.
- G. To invest surplus funds.
- H. To incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the members as set out in Article IV. hereof.
- I. To sue and be sued in its own name.
- J. To apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- K. To use any and all financing mechanisms available to the Authority, subject to the provisions of Article IV. hereof.
- L. To prepare and support legislation related to the purposes of the Agreement.

- M. To lease, acquire, construct, operate, maintain, repair and manage new or existing facilities as well as to close or discontinue the use of such facilities.
- N. To levy and collect payments and fees for services, provided that paramedic or ambulance user fees shall be approved by the member(s) affected.
- O. To impose new special taxes or assessments as authorized by law to the extent allowed by law, and in coordination with the underlying jurisdiction.
- P. To provide related services as authorized by law.
- Q. To contract for the services of attorneys, consultants and other services as needed.
- R. To purchase insurance or to self-insure and to contract for risk management services.

2013 ALS Rate Comparison By County

Emergency ALS Rate

2013

Butte	\$2,399.00	
Monterey	\$2,205.69	
Santa Barbara	\$2,009.58	
San Mateo	\$1,905.69	
San Luis Obispo	\$1,840.64	
Stanislaus	\$1,742.49	
Santa Cruz	\$1,738.76	
Alameda	\$1,650.26	
San Francisco	\$1,602.22	
Merced	\$1,600.00	
Placer	\$1,599.14	
Ventura	\$1,588.00	
Los Angeles	\$1,540.00	
Shasta	\$1,529.45	
Yolo	\$1,489.48	
Contra Costa*	\$1,424.88	
San Joaquin	\$1,388.49	
El Dorado	\$1,299.14	
Marin	\$1,290.88	
City of San Diego	\$1,275.00	
San Bernardino	\$1,221.34	
Sonoma	\$1,165.61	
Riverside	\$1,151.48	
Santa Clara	\$1,149.35	
Orange	\$1,096.82	
Sacramento	\$1,095.08	
Tulare	\$1,091.33	
Kern	\$1,051.48	
Solano	\$1,050.00	
Fresno	\$913.88	

	ALS	ALS Increment
Orange	\$1,096.82	\$379.75
City of San Diego	\$1,275.00	\$304.00
Los Angeles	\$1,540.00	\$402.00
Riverside	\$1,151.48	\$347.31
San Bernardino	\$1,221.34	\$518.98
AVG	\$1,296.96	\$393.07
OCFA Compared to 4 Counties	(\$200.14)	(\$13.32)
	-15.43%	-3.39%

DISCUSSION CALENDAR – AGENDA ITEM NO. 12
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Keith Richter, Fire Chief

SUBJECT: **Communications Work Program Prepared by SAE Communications**

Summary:

This agenda item is submitted for review of the recommended OCFA Communications Work Program, prepared by SAE Communications.

Recommended Actions:

1. Receive and file the attached 2014 Communications Work Program, prepared by SAE Communications.
2. Direct staff to prepare the Job Class Specifications for a new civilian position titled “Director of Communications & Public Affairs,” conduct research for the appropriate salary range, and return to the Executive Committee for approval of the specifications in March 2014.
3. Approve and authorize the Fire Chief to execute the attached Professional Services Agreement with SAE Communications in an amount not-to-exceed \$93,600, with the following proposed work:
 - a. Provide communications counsel regarding a variety of issues/projects in the interim period until the new “Director of Communications & Public Affairs” position is filled.
 - b. Assist with the preparation of Job Class Specification details and the recruitment to fill the new “Director of Communications & Public Affairs” position.
 - c. Assist with the implementation of the proposed 2014 Communications Work Program.
4. Find that, due to the significant time constraints, it would be impractical to follow the bidding requirements in the OCFA Purchasing Rules and Regulations prior to approval of the Professional Services Agreement, and find that the welfare of the public would be promoted by dispensing with the bidding requirements.
5. Direct staff to include the cost of this Agreement in the mid-year budget adjustments that will be submitted to the Budget and Finance Committee and Board of Directors in March 2014.

Background:

The OCFA’s mission is to enhance public safety and meet the evolving needs of our communities through education, prevention, and emergency response. Key in fulfilling this mission is ensuring that we have strong capabilities for communicating our strategic goals and actions to the citizens we serve, our member agencies, our Board of Directors, and our employees.

In our efforts to improve communications with a variety of audiences, from the public, to the Board, to our employees and our member agencies, the Executive Committee approved an agreement for strategic communications consulting with SAE Communications. SAE has worked with the OCFA from November, 2013 through the end of January, 2014, providing training, assisting with media relations, directing the communications aspects of numerous projects/issues, and preparing a comprehensive Work Program (Attachment 1).

SAE has continued to provide communications counsel regarding several projects and issues since their initial contract concluded on January 31, 2014, with the additional services being funded by the \$14,000 contingency that was approved by the Board when SAE was retained.

In order to continue to carry out the Board's direction to ensure high quality and strategic communications, and due to many significant and high profile issues facing the Board and the OCFA in the coming months, staff is recommending that SAE Communications be retained for an interim period of six months commencing on March 1, 2014, and concluding on August 31, 2014. The work expected from SAE would include:

- Provide communications counsel and support to Directors and Executive Management on all non-incident-related issues
- Attend weekly Executive Management meetings; follow-up as necessary with appropriate staff
- Develop communications strategy and key messages; work with staff on document development for all pertinent issues
- Provide media interview preparation for Directors and senior management
- Conduct group and individual key message development and interview training for Board Vice Chair, Deputy Chief, Assistant Chiefs
- Partner with Human Resources to create recruitment materials and process for Director of Communications & Public Affairs recruitment [should the Board approve the creation of this position; to come before the Board for approval at the March meeting]
- Assist with filtering of Director of Communications & Public Affairs applications and help to identify finalist candidates
- Develop assessment center and interview process for Director of Communications & Public Affairs recruitment
- Provide support regarding communications strategy and current Authority issues for successful candidate

SAE Recommended New Position - Director of Communications & Public Affairs

SAE's 2014 Communications Work Program includes a recommendation to transition the "Corporate Communications" function into the "Communications and Public Affairs Office", including a move from a rotational Chief Officer to a senior-level civilian position. To address this proposal, we have included a recommended action suggesting that the Board direct staff to prepare the Job Class Specifications for a new civilian position titled "Director of Communications & Public Affairs". It is important to note that the current manager over the Corporate Communications Section is a Battalion Chief, which is a position represented in the Orange County Chief Officers' Association (COA) labor group. Transitioning this position to a civilian position requires us to meet with the COA to discuss the proposed change, before we would move forward with implementation. This meeting has not yet occurred, but has been scheduled to occur, prior to the February 27, 2014, Board meeting.

Justification for Approval of SAE Communications

SAE Communications was founded in 1991 to assist public agencies prepare and implement public information programs. Since that time, they have helped dozens of cities, counties, special districts, schools, and state agencies to implement hundreds of projects to define goals, set clear objectives and strategies, train their staffs and elected/appointed officials, implement effective communications plans, and measure their effectiveness. Specifically, SAE Communications has provided services to some of OCFA's member agencies. The OCFA determined that timing is of the essence in obtaining this service and as a result of the extremely high level of satisfaction with the working relationship/work product generated through its initial three-month assignment for OCFA staff is recommending approval of the six-month work program.

Impact to Cities/County:

The proposed agreement (Attachment 2) is intended to improve OCFA's capabilities for communicating strategic goals and actions to the citizens we serve, our member agencies, our Board of Directors, and our employees.

Fiscal Impact:

Staff will include the not-to-exceed cost of \$93,600 for this agreement in the mid-year budget adjustments that will be submitted to the Budget and Finance Committee and Board of Directors in March 2014.

Staff Contact for Further Information:

Keith Richter, Fire Chief
keithrichter@ocfa.org
(714) 573-6010

Attachments:

1. 2014 Communications Work Program – SAE Communications
2. Professional Services Agreement – SAE Communications

ORANGE COUNTY FIRE AUTHORITY

2014 COMMUNICATIONS WORK PROGRAM

January 31, 2014

OVERVIEW

SAE Communications was retained by the Orange County Fire Authority (OCFA) following a challenging period of several months during which a spate of issues made significant headlines in local and regional media outlets. Our firm was retained to assist with communications counsel, media relations, board communications, and organizational business protocol during the months of November, December, and January. In addition, we were tasked with preparing a work program that outlined a course of action over the next few to several months that would address the issues observed while providing direct communications support. In reality, this program more likely encompasses an 18 to 24-month timeframe.

This work program is built on our work thus far with the OCFA. In addition to working directly with the Board Chair and Vice Chair, we worked on a near-daily basis with various members of the OCFA command staff, including the Chief, Deputy Chief, Assistant Chiefs, Division Chiefs, as well as the Chief for Corporate Communications. The recommendations included in this work program are based on this hands-on work with the staff as well as from a dozen interviews conducted with members of the Board of Directors, labor representatives, area city managers, the news media, and others.

Throughout our encounters with members of the OCFA "family" we have observed a consistent and pervasive goal to provide the very best possible fire service in the country, if not the world. And to a great degree, we have found an exceptional level of actual fire service delivery. Our recommendations and the needs expressed by the Board in retaining our firm is focused in the realm of messaging and improved external/internal communications. Thus the program outlined in the following pages. We look forward to following the OCFA's progress.

Cordially,



Sheri Benninghoven, APR
Principal

Scott Summerfield
Principal

SAE Communications
2934 Victoria Meadow Court
Pleasanton, CA 94566
925/249-9320
www.saecommunications.com

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CHALLENGES & OPPORTUNITIES

Several aspects of the OCFA's work present either impediments to a successful communications program or as foundational opportunities upon which a program can be built that meets the business goals of the organization. These challenges and opportunities are listed below:

Challenges

- Several business-related challenges and missteps have resulted in a loss by some of confidence in the agency and its leadership
- Internal communications has tended to rely on electronic communications in lieu of face-to-face and personal interaction or has been neglected completely
- No criteria exists relative to what should be communicated to members of the Board of Directors or in what type of timeframe
- Rotational leadership of the communications function has resulted in lost media relationships, a lack of consistency of leadership, and other aspects which are detrimental to the OCFA
- Board members do not receive consistent information from consistent sources in a systematic manner
- Labor negotiations can lead to public disagreements, resulting in a perception among those in the service area of a diminution of services and thus a lack of confidence

Opportunities

- The core mission of the OCFA is met at a very high level of service and accomplishment
- There has generally been little reaction to the business-related challenges experienced in 2013 throughout the county; it is rare for member cities to receive complaint calls about the OCFA
- There is a high level of engagement among the members of the Board and a high level of support to provide the tools needed for management to succeed
- The management team is committed to effective communications programs

COMMUNICATIONS GUIDING PRINCIPLES

The OCFA is committed to reaching its goals through exceptional life and property-saving response, as well as providing exceptional customer service as its members serve the public. Effective communication plays an important role in supporting excellent service, as it empowers OCFA troops to meet the needs of those it serves. A few key guiding principles help achieve this overarching goal of excellence. A discussion of these principles and commitment to them organizationally would cement this philosophy:

Proactive vs. Reactive

The OCFA takes a proactive, versus reactive, approach to communications. When issues arise, staff must strive to tell the OCFA's story first to ensure a cohesive message and to minimize inaccuracies, which often result from a reactive approach.

Positive vs. Negative

The OCFA leadership must understand that effective communication does not always guarantee a positive image, and no amount of communication can overcome deficiencies in the organization or programming. Staff must actively promote the importance of the OCFA and its operations, activities, services, and programs.

Open and Honest vs. Reserved

The OCFA will provide information in an open and honest manner throughout the organization and to those it serves. The manner in which staff at all levels share and present information will mold the perception and understanding of the OCFA's services; thus it is vital to the success of its mission.

Two-way vs. One-way

The OCFA supports, encourages and celebrates the two-way flow of information, both internally and externally. Two-way communication builds teamwork and gives a sense of pride and ownership.

Strongly Themed vs. Scattered Messages

All communication from the OCFA should clearly and concisely reflect its goals, mission, and vision. A select number of strong key messages is more effective than many unrelated and disconnected messages.

AUDIENCES

The audiences are those that the OCFA must communicate its key messages and ensure understand the reasons by its business decisions are made.

Employees

- Chiefs at all levels: chief, assistant chiefs, division chiefs, battalion chiefs
- Mid-management at all levels: captains, etc.
- Firefighters: all stations throughout the OCFA

Residents and businesses served

- Unincorporated county area
- Each member city

Board of Directors/Member agencies

- Elected and appointed officials, department heads of Orange County
- Elected and appointed officials, department heads of each member city

Large employers, institutions in service area

- John Wayne Airport
- Large government employers
- UC Irvine, schools/colleges/universities

KEY MESSAGES

Messages convey to the public and other audiences the OCFA's goals, programs, and services. Messages are the "big picture" explanations that the OCFA wants all audiences to know, as they provide the context for service issues, budget decisions, individual initiatives, programs, etc. These are included in all comments to the media, written articles, speeches, presentations, web postings, and all other communications from the OCFA. The bullets under each message serve to explain or expand on the message, adding facts, anecdotes, details, etc. Messages should be revisited every six months to ensure they continue to represent the main issues that the community needs to know; additional messages will be developed for every issue, project, program, or major incident that takes place. A Message Development/Delivery training program will allow all OCFA personnel to understand the role of a message and how to develop them.

The messages below, which emerged from SAE's research, serve to explain the OCFA's overall purpose and current initiatives. They are a first draft and will evolve during the coming months as the OCFA refines its communications efforts.

The Orange County Fire Authority is dedicated to providing the highest quality services possible, saving lives and protecting property 365 days per year, 24 hour per day.

- Surveys of those served consistently show the public rates the OCFA's work very highly
- The OCFA prides itself on adapting to the diverse needs of those within its service area, ranging from urban areas to wildlands to beaches

The Orange County Fire Authority provides its member agencies the best possible fire service while saving tens of millions of dollars per year.

- Shared fire protection services allows the county and each city to minimize overhead and management costs while accessing a tremendous array of firefighting, medical, and property protection benefits
- The OCFA model is being used increasingly by communities throughout the country
- Member agencies have extensive input regarding the OCFA's operations, helping the Authority respond quickly to changing community needs

The Orange County Fire Authority operates in a fiscally responsible manner while providing the highest level of service.

- The OCFA continually reviews its operations to gain efficiencies and get the most from every taxpayer dollar
- The OCFA regularly researches the efforts of similar organizations to determine current "best practices"
- The OCFA invests heavily in training and new technology that give its employees a clear advantage in saving lives and property

COMMUNICATIONS STRATEGIES & TACTICS

The following section includes a variety of communication strategies and the associated tactics. These fall into the following categories:

- Board of Directors Communications/Interaction
- Reorganization of the Office of Communications
- Media Relations
- Community Relations
- Internal Communications
- Electronic Communications

BOARD OF DIRECTORS COMMUNICATIONS/INTERACTION

Strategy: Generate broader understanding between OCFA and member cities via increased face-to-face interaction.

Conduct annual chief presentation to Board of Supervisors and each member city. Ensuring good two-way communication, an annual formal presentation at each agency with a discussion of any major issues facing the OCFA and a general update will improve communications.

Conduct annual chief meeting with each member agency, including board member, city manager, and key departmental staff. In conjunction with the annual formal presentation, the fire chief should meet at a minimum annually with each member agency's Board member, other elected officials, the city manager/CAO, and key department heads.

Ensure division chiefs and direct reports participate in their city's council and department meetings. As division chiefs serve as the "fire chief" to the agencies in their division, ensuring they report in and participate in key management meetings will improve the two-way flow of information and make sure that each are aware of key initiatives and priorities. Division chiefs should also check in regularly with the city manager and other department heads on an informal basis.

Strategy: Ensure Board members and member agencies are fully informed of management/organizational issues as well as breaking incident and business information.

Provide new Board member orientation; recognition. New Board members must get quickly up to speed to ensure they have the necessary information to weigh in on important matters at their very first meetings. An orientation regarding the role of the Board, roles of key management personnel, and key issues would be invaluable. A facility tour, ride-along, and Communications Center sit-along would also be scheduled early in the tenure of a new Board member. Formal appreciation should also be expressed to outgoing Board members.

Develop criteria for each type of Board communication and frequency. Develop criteria to ensure consistent communication to Board members regarding both breaking incidents and business-related information.

Conduct ride-alongs on rigs, Communications Center sit-alongs, as well as facility tours. There is nothing quite like riding along with a crew to understand how the fire service operates. A first-hand experience will ensure Board members, elected officials with all member agencies, city managers/CAO, and key department heads fully understand and experience how the OCFA operates. This should also be accompanied by a tour of the Communications Center to experience the work of dispatch.

Strategy: Establish set criteria, schedule, and tools for communicating Board of Directors decisions/information to the media and to opinion leaders.

Prepare summary of Board agenda items and actions. Ensure the director of communications and public affairs assist reporters who cover Board meetings, including supporting chiefs at all levels to serve

as spokesperson and subject matter experts. In addition, the director shall prepare a summary of Board actions for use by the division chiefs and Board members when communicating with the member agencies, with the news media, and to post on the OCFA's website. Further, each station should receive this information to ensure accurate information flows to all troops. In advance of Board meetings, a summary of the major issues on the upcoming Board agenda could be prepared to assist the media and other key audiences; this helps to guide reporters to understand what is important and what is standard business.

Develop main news value/angles of Board decisions/actions. At each weekly management team meeting, management and communications staff should identify actions of interest, develop key messages related to the decision, discuss creative angles, and determine proper channels for delivering the messages.

Ensure all communications tools include reference to key Board decisions. All existing communications tools should be considered when determining how to communicate Board actions.

REORGANIZATIONS OF THE OFFICE OF COMMUNICATIONS

Strategy: Led by a high-level civilian position, increase awareness of the goals, vision, and services of the OCFA through the consistent and strategic flow of key messages to all target audiences.

Transition senior communications manager from sworn to civilian position. Transition the Corporate Communications function into the Communications and Public Affairs Office, including a move from a rotational sworn officer to a senior-level civilian position. The director of communications and public affairs would report to the fire chief and coordinate all organizational communications efforts, including public affairs, protocol, board communications, community relations, website, social media, and fire safety/education programs. The director would also coordinate the work of the incident PIOs (recommend an enhancement of the function to ensure at least one PIO is on duty per shift; see next tactic). *See the draft position description in the appendix.*

Establish captain-level incident PIOs for each shift. Consider a team approach to handling the on-call public information officer role. The current assignment of a single captain to work the entire service area to serve as on-scene PIO is unworkable; there are a high number of calls which require a PIO on scene. Back-up responsibilities and a staffing plan should be among the most significant priorities of the new director of communications and public affairs.

Combine all communications functions and personnel into single office. Oversight of all communications functions should rest with the new director of communications and public affairs, including a variety of functions now outside the scope of Corporate Communications. This would specifically entail moving responsibility for the website and community education.

Further, the function can only be successful with the full staffing of all current positions, including the office specialist position which has been vacant for some time.



Provide presentation training to battalion chiefs and above. BCs and above are increasingly called-upon to make community presentations and to present at Board and city council meetings. Presentation training will greatly assist these managers to communicate effectively and to make the best use of supporting tools such as PowerPoint and handout material.

Ensure proper representation/protocol is addressed. The director of communications and public affairs and community relations staff would monitor events/issues to ensure the fire chief, deputy chief, Board members, or other representatives attend/participate in events in the service area to ensure that Board members and the OCFA are represented.

Strategy: Institutionalize role and importance of Key Messages throughout organization.

Adopting a Key Message philosophy throughout the OCFA will dramatically improve the quality of understanding of the most important points about all OCFA programs and projects among all audiences. Messages should be developed for all goals, major initiatives, and any issue which will generate broad community interest or media coverage.

Conduct key message development/delivery training. Message Development/Delivery Training should be conducted regularly for all employees who may serve as a media spokesperson, including battalion chiefs and above. The training should include what is and isn't newsworthy; on-camera interview techniques; how to control an interview (i.e., getting the OCFA's messages delivered); how to develop strategic messages; trends in news coverage; how to generate media coverage of OCFA issues; and other topics. Refresher training should be held on an annual basis, using real-world issues as the basis for mock interview sessions.

Build key message development into every project/issue. Every project leader must become proficient in preparing Key Messages regarding their programs. Additionally, every Board agenda item which might generate media interest or be of broad interest in the service area should have a Key Message platform, and each staff report or project description must include Key Messages. Members of the communication and public affairs office should assist staff to develop these message points; the messages, once approved, should be sent to the entire command staff, as well as to all employees when the topic is likely to generate broad interest. A "message vault" should be developed on a computer drive accessible by all commanders so that any time a question arises regarding a particular subject, the approved points can be accessed easily.

Conduct strategic communications processes training for management staff. This highly-tailored training would involve helping all managers to understand the relationship between their areas of responsibility and the audiences affected by those programs. Each manager, with support from the Communications and Public Affairs Office, would gradually become responsible for including plans to reach targeted audiences with explanations of the OCFA's activities (messages) and the results. Communications Plan components explained in the training include audiences, messages, strategies, and communications tactics.

MEDIA RELATIONS

Strategy: Adopt a disciplined, strategic media relations orientation for all OCFA efforts.

The research indicated that much of the OCFA's media relations activity is highly-regarded but is generally reactive to incident response. There is little pitching of stories to individual outlets. A disciplined approach to communicating about non-incident issues is required not only during this period of heightened scrutiny but beyond, as well.

Establish a closer working relationship with local media representatives. The OCFA will benefit from a closer working relationship with the editors and reporters at the *Orange County Register*, the *Los Angeles Times*, each of the weekly outlets in the service area, all online outlets, LA-based television news outlets, and radio news programs. In addition to the day-to-day response and timely back-and-forth required of a good agency-reporter relationship, the Communications and Public Affairs Office should coordinate annual meetings of the senior management of the OCFA and major media outlets.

Conduct a Media Fracture[®] session to match story ideas with key media targets. The Media Fracture is a group brainstorming session (which includes staff members from the communications team as well as throughout the OCFA staff) to develop a variety of story ideas, or angles, which support OCFA goals and convey the breadth of services delivered. In addition, a list of media outlets, traditional and non-traditional – including local, regional, national, and international – is developed and the story ideas are matched with media outlets into a matrix that becomes a Media Pitching Calendar. This process utilizes staff resources efficiently and maintains the OCFA's credibility by ensuring that the right story is developed for the right media contact.

Implement a media pitching program. Staff from both the communications and public affairs office and from other OCFA offices are trained in how to approach the media with story ideas. A half-day training will teach the principles of media relations, how to craft the pitch, how to determine the best way to make contact, making the pitch call, managing the conversation, how not to take no for an answer, how to follow-up, and how to support the pitch with additional materials. Following the development of the Media Pitching Calendar and pitch training, staff from throughout the OCFA are assigned stories for pitching to targeted outlets.

Potential story ideas raised via the research included:

- Nighttime helicopter capability
- Santa Ana anniversary of joining OCFA
- Fire service delivery via regional authority
- Explorer program
- Urban Search and Rescue
- Personal stories of each firefighter

Build a more positive atmosphere within the OCFA for the needs of the news media. The OCFA management must make it clear to the entire organization that responding to requests from the news media is of utmost importance.

Conduct editorial board meetings with media decision-makers. The Board leadership and fire chief should meet regularly, such as annually or bi-annually, with the appropriate editors at the *Orange County Register*, the *Los Angeles Times*, each of the weekly outlets in the service area, and all online outlets. This relationship lays the foundation for more accurate coverage, increased attention to important public policy matters, a better understanding of the OCFA's role in carrying out policies, and a better understanding of the needs of the news media.

Brief all reporters on major projects. When significant OCFA projects or issues are before the Board or are being implemented or planned, print and broadcast reporters should be briefed, either individually or as a group. These briefings should take place as early in the life of the issue as possible. A fact sheet, Q&A, maps, photos, etc. should support these briefings when possible. For projects that will last many months or years, regular briefings should be held.

Aggressively correct inaccurate coverage. When coverage of these issues appears, the articles should be reviewed for accuracy. Examples of incorrect reporting or a consistently negative tone should be kept and shared with the reporter and/or editor. There is no excuse for inaccurate coverage, and most editors, when presented with documented examples, will rectify the situation; without question, all journalists desire accurate coverage.

Create direct communications tools to correct media inaccuracies. When there is disagreement with the media outlet regarding the accuracy of coverage, or when the scale of the inaccuracy demands correction, it is incumbent upon the OCFA to set the record straight. This can ideally be accomplished by posting the original story on the OCFA's website in a side-by-side layout that points out the correct information. Links to this site should be sent to a broad list of community members and to all OCFA employees.

Prepare guest opinion stories. Preparing op-ed stories on local, regional, and statewide topics that are pitched to print outlets can be a very effective method of educating the public on issues before they become highly controversial – and set the record straight about highly-complex matters. These pieces should focus on broad topics which impact many residents and/or business owners, and can touch on a variety of sides to the issue. These are generally pitched to the op-ed page editor and are offered exclusively to that publication as a means of generating interest. They can also appear on the OCFA's website once they have appeared in print and can be “pushed” electronically to various opinion leader databases. Different op-ed topics can be sent to the various local papers.

Use news releases appropriately. The purpose of a news release is to convey information about an OCFA program, service, or incident to all media outlets at the same time. With the magnitude of programs, services, and issues that OCFA faces, there are extremely few news releases issued. There are no current listings on the OCFA's website for January 2014, for example. An increase in the number of releases regarding Board actions and other major OCFA efforts is in order, in part to educate non-media audiences.

Implement a written media policy. A written media relations policy should be developed and adopted – see *appendix sample table of contents*. It should state when to issue press releases; identify how media

calls should be dealt with; outline who should and should not respond; note who to go to for assistance; state how inquiries relating to legal and personnel issues should be handled; etc. This will help to avoid possible difficulties and will help maintain consistency.

Create electronic Media Room on website. Media representatives rely on websites to gather information; in fact, research shows this is the first place most reporters start when writing a story. The OCFA's website does not include a Media Room, and this feature should be added as early as possible. The Media Room is a one-stop-shop for journalists needing information about the OCFA, including an archive of news releases (in keyword searchable format) and should be planned for use during both day-to-day and emergency situations. A Media Room on the site would include background information on a variety of projects, Q&As and fact sheets on key OCFA issues, high- and low-resolution still and video images (including b-roll for TV broadcast use), graphics, maps, etc. Links can also be provided to other resources which are of use to the media in emergencies. *See appendix for sample Media Room "map".*

COMMUNITY RELATIONS

Strategy: Ensure the various communities served are aware of the extremely high level of service provided by the OCFA and the benefits of a regional fire authority.

Community relations in general is a strong point of activity, particularly relative to some media relations programming and other elements noted in this work plan. This area in general is one to be targeted more specifically once the new director of communications and community relations is in place and has an opportunity to more fully assess community relations as a priority. Three specific tactics are appropriate at this point, though.

Large employer targeted outreach. Reaching out specifically to large employers/institutions throughout the region will be a high-impact method of conveying the issues and services provided by the OCFA, and can be accomplished through the work of the division chiefs as part of current outreach efforts.

Generally, this entails conveying information about key initiatives in addition to fire response/inspection services.

Speakers bureau to place division chiefs and above into community gatherings. Traditional speakers bureaus are alive and well in many communities. Service clubs, religious gatherings, non-profits, and other organizations gather regularly to learn about local issues and needs. Placing command staff into these settings to deliver a presentation that conveys not only community-level information but also issues impacting the fire service at a higher level is a low-cost, high-impact method of reaching opinion leaders countywide with the same OCFA story.

Prepare tailored communications that can be used by member agencies. Communicating to the residents within the OCFA service area is a priority but cumbersome considering the costs and multiple channels. Assisting each member agency to communicate about fire services, behavior changes, initiatives, etc. can be accomplished by working with each member to utilize their own communications tools.

INTERNAL COMMUNICATIONS

Implement an internal communications program focused on OCFA goals and program progress/successes that relies heavily on face-to-face interaction with the fire chief as well as appropriate technology.

Messages which need to be delivered must include the valuable role that each employee provides in meeting the mandate of the OCFA to save lives and property. Formal internal communications programs allow all OCFA employees to understand the goals and programs of the organization, understand their role in the overall implementation of the programs, help accomplish the goals, and articulate the successes to a variety of audiences – in effect, allowing each of them to serve as a spokesperson for the OCFA.

Schedule regular visits by the fire chief to all stations. It is recommended that the chief conduct regular briefings in a “brown bag” setting by station or region. In addition to organizational progress, attendees should have an opportunity to ask questions of the chief, recognizing rank may impede some interaction.

Stream video to each station with messages from the chief. The shift structure and command hierarchy make face-to-face communication from the fire chief to all troops challenging. The use of video for each station and each shift to watch as they are able would allow for higher visibility to each employee.

Arm troops with messages on a consistent basis by ensuring all message documents and Board Advisories are distributed to each station. OCFA troops are out in the community on a daily basis, interacting with citizens, neighbors, community leaders, and service recipients. Armed with the key messages of the OCFA, they are in a position to deliver the Authority story in countless ways in numerous settings.

Strategy: Involve labor representatives in communications efforts as possible.

Partner with labor to deliver consistent and credible messages about the work of the entire OCFA. While not always possible, partnering with labor is a key strategy in developing communications that are meaningful and lasting. Specific aspects of this recommendation should be developed in conjunction with union leadership and a variety of levels of command staff.

ELECTRONIC COMMUNICATIONS

Strategy: Increase awareness of the OCFA and take advantage of interest in public safety by creating a robust electronic community based on the Authority's website.

Universally, our research indicated that the website is not serving its role to inform and engage a variety of target audiences. A redesign and reorganization would increase the usefulness of the site. In addition, it's imperative that the OCFA have the ability to update the site on a daily basis and that this electronic tool be managed and overseen by the Communications and Public Affairs Office.

Conduct user survey of website. A user survey of those who visit the website will provide a trove of data that will help guide the type of information which would be beneficial to offer on the site.

Ensure current website redesign project represents the views of end users. More than a web designer, the OCFA is in need of a strategic partner who is familiar with special district needs to help completely revamp the website. For example, portals could be created to allow residents or business owners from an individual city served by the OCFA to gain information specific to that agency. Numerous excellent fire department websites (firedepartment.org is one example) exist which can be used as navigation and content models.

Frequently update the website to include new initiatives and other stories that convey key messages. Numerous pages on the website include dated information or generic statements that provide little assistance to site visitors. It's imperative that the site be updated very frequently with new and different information about the OCFA's initiatives and the people who serve in the Authority.

Update the website with new and different content regularly. Changes should be made a few to several times per week to rotate lead content and ensure a fresh feel. Newsletter articles, presentations, press coverage, Q&As, and other items that deliver key messages should be posted on the website.

Create an "electronic community relations" program. Take advantage of significant interest in fire issues to create a database of web uses and push information regarding incidents and business.

Generate greater awareness of all OCFA initiatives and stories by driving traffic to expanded information on the newly-built website.

Make use of shorter videos to match shortened attention span of residents. In addition to or in lieu of the somewhat long-format monthly video report now produced and available on the website, shorter topic-specific pieces will provide for more variety and allow viewers to view topics of specific interest. The content would not change greatly.

Drive traffic to redesigned website. Once the website is redesigned, it can be a more robust repository for a larger volume and variety of materials. The use of social media can be used to strategically drive traffic to this expanded library of content.

Make use of blogs prepared by a variety of individuals to delve into complex subjects. Blogs are an idea tool to explore the trends and issues facing the OCFA. These articles would rest on the newly-designed website and can be authored by a large array of command staff. While some may touch on major incident information, they are best suited to explain the business challenges being faced by the OCFA. While written by a variety of individuals, they can be edited by the office of communications and public affairs.

IMPLEMENTATION SCHEDULE

<i>First Year – Recommended Priority Tactics</i>				
Strategy Category	Tactic	One-Time	Ongoing	
Board of Directors Communications	Conduct annual chief presentation to Board of Supervisors and each member city.		▣	
	Conduct annual chief meeting with each member agency		▣	
	Ensure division chiefs and direct reports to participate in their city's council and department meetings.		▣	
	Provide new Board member orientation; recognition		▣	
	Develop criteria for each type of Board communication and frequency	▣		
	Conduct ride-alongs on rigs as well as facility tours		▣	
	Prepare summary of council agenda items and actions		▣	
	Develop main news value/angles of Board decisions/actions		▣	
	Communications Office Reorganization	Transition senior communications manager from sworn to civilian position	▣	
Establish captain-level incident PIOs for each shift		▣		
Combine all communications functions and personnel into single office		▣		
Provide presentation training to battalion chief and above			▣	
Ensure proper representation/protocol is addressed			▣	
Conduct key message development/delivery training			▣	
Build key message development into every project/issue			▣	
Conduct strategic communications processes training for management staff			▣	

Media Relations	Establish a closer working relationship with local media representatives		▣
	Conduct a Media Fracture© session to match story ideas with key media targets	▣	▣
	Implement a media pitching program		▣
	Build a more positive atmosphere within the OCFA for the needs of the news media		▣
	Conduct editorial board meetings with media decision-makers		▣
	Brief all reporters on major projects		▣
	Aggressively correct inaccurate coverage		▣
	Create direct communications tools to correct media inaccuracies	▣	
	Prepare guest opinion stories		▣
	Use news releases appropriately		▣
	Implement a written media policy	▣	
	Create electronic Media Room on website	▣	
Community Relations	Large employer targeted outreach		▣
	Speakers bureau to place division chiefs and above into community gatherings		▣
	Prepare tailored communications that can be used by member agencies		▣
Internal Communications	Schedule regular visits by the fire chief to all stations		▣
	Stream video to each station with messages from the chief		▣
	Arm troops with messages on a consistent basis by ensuring all message documents and Board Advisories are distributed to each station		▣
	Partner with labor to deliver consistent and credible messages about the work of the entire OCFA		▣

Electronic Communications	Conduct user survey of website		▣
	Ensure current website redesign project represents the views of end users		
	Frequently update the website to include new initiatives and other stories that convey key messages		▣
	Update the website with new and different content regularly		▣
	Create an "electronic community relations" program		
	Make use of shorter videos to match shortened attention span of residents	▣	▣
	Drive traffic to redesigned website		▣
	Make use of blogs prepared by a variety of individuals to delve into complex subjects		▣

APPENDICES

- Draft media policy table of contents
- Website media room contents/map
- Director of Communications and Public Affairs

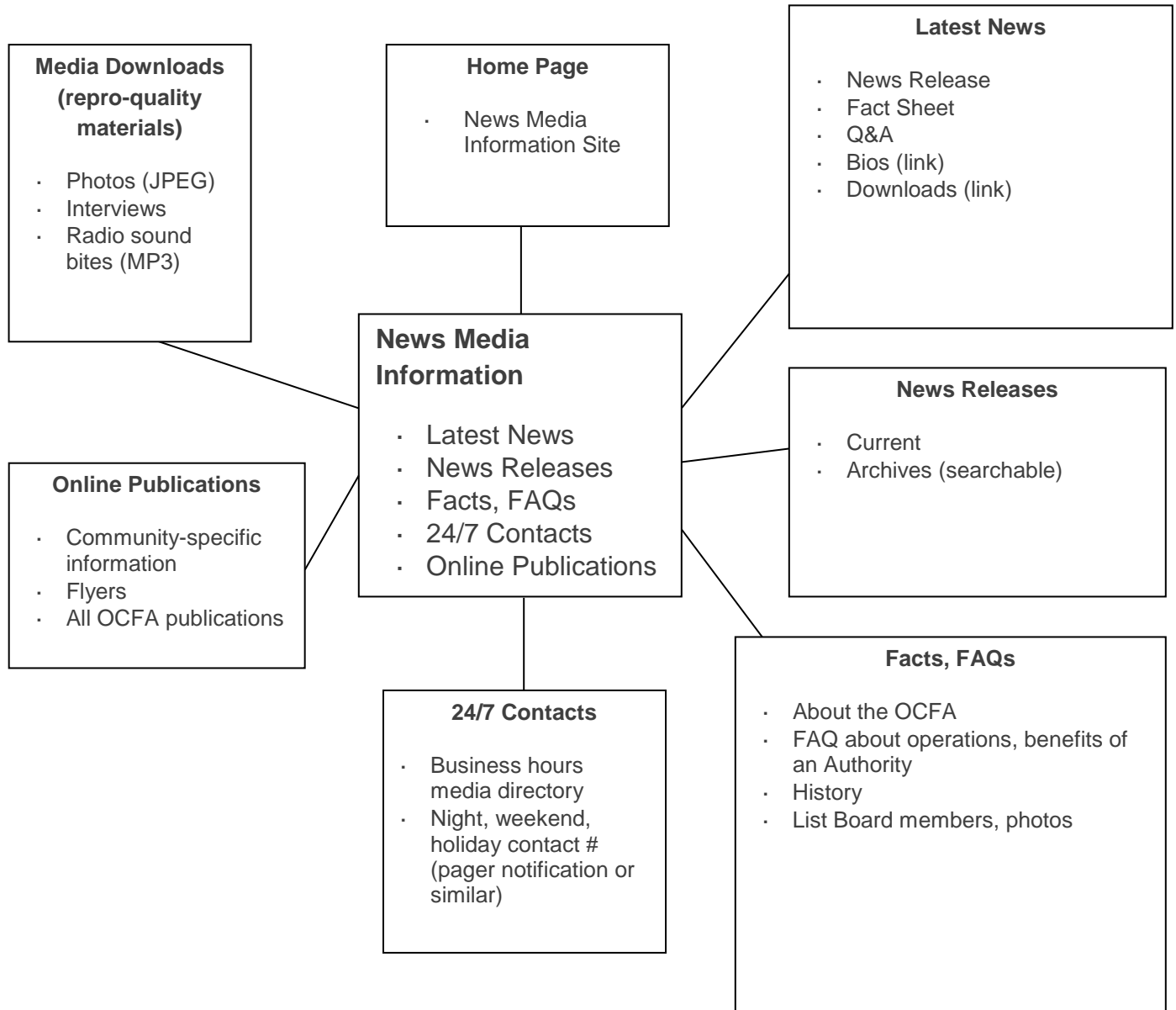
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News Media Policy Manual

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OCFA -- Electronic Media Room



Director of Communications and Public Affairs

Recruitment brochure copy: The successful candidate for this position will have the unique ability to help create a cutting-edge communications and intergovernmental relations organization, serve as the OCFA's senior communications advisor, implement a comprehensive Strategic Communications Plan, and manage a vital Intergovernmental Relations program. The position will report directly to the Fire Chief, who is committed to enhancing and improving communications between the OCFA and its member agencies and their residents, businesses, visitors, and other government leaders.

Director of Communications and Public Affairs

DEPARTMENT: Office of the Fire Chief

JOB SUMMARY:

Responsible for overall direction and supervision of the OCFA's internal and external communications to member agencies; OCFA managers and employees; business owners/operators; and local, regional, state, and federal officials. Communications efforts will be guided initially by the January 2014 work program and long-term by a Strategic Communications Plan and implemented by the Office of Communications and Public Affairs. Intergovernmental Relations shall be conducted to ensure proper information flow between the OCFA and appointed and elected officials and their staff at all levels.

MAJOR DUTIES:

- Manage the implementation of a strong proactive and reactive media relations program designed to educate the greater region regarding the Authority's goals and objectives and to foster a mutually-respectful relationship with media representatives.
- Participate as a member of the executive management team and provide advice regarding communications and legislative issues and impacts of OCFA decisions, policies, and programs.
- Manage the implementation of a robust intergovernmental affairs program that is designed to promote a better understanding of the OCFA's mission and to successfully achieve the Authority's goals and objectives that are dependent on regional, state, or federal cooperation.
- Serve as staff liaison to the Board of Directors.
- Supervise communications staff organization.
- Responsible for measurement of management team communications objectives.
- Responsible for supervision of ongoing formal and informal communications research to ascertain the views of residents and other target audiences.
- Ensure annual update of Strategic Communications Plan is accomplished.
- Implement and provide direction for key message development and delivery program throughout the organization.
- Prepare high-level press releases, key messages, talking points, and Q&As; review and refine materials prepared by various staff.
- Ensure strategic value and communications quality standards of materials and programs implemented by all divisions.
- Ensure that a comprehensive internal communications program educates all employees regarding policies, programs, and services.

- Ensure that emergency communications programs are in place to educate a variety of audiences before and after a disaster.
- Serve as senior communications advisor to the fire chief, deputy chief, assistant chiefs, division chiefs, and battalion chiefs.
- Formulate, implement, and monitor annual operating budget for communications and intergovernmental relations programs.

KNOWLEDGE AND SKILLS:

- Experience preparing and implementing organization public affairs vision.
- Knowledge of emerging trends in the field of communications, including use of new technologies.
- Experience in supervising professional staff, including communications performance measures.
- Any combination of education and experience equivalent to a Bachelor's Degree in communications, public relations, marketing, or journalism and 10+ years of increasingly-responsible management of public sector public affairs programs.
- Knowledge of the principles of public administration, public information, intergovernmental relations, management, and budgeting.

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 1st day of March, 2014, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and SAE Communications, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a firm to provide strategic communications counsel, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted a proposal dated February 10, 2014, 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 facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any work except at Firm's risk until written instructions are received from the Contract 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 exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Fire Chief.

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 \$93,600.

SAE will bill OCFA for actual time worked, with no minimal increment, at a rate of \$285 per hour. Hours are estimated at 10 hours per week for 26 weeks, or a total of 260 hours (260 hours x \$285/hour = \$74,100). In addition, SAE will bill OCFA for out-of-pocket expenses for travel; however, they will not bill for travel time, nor will they mark up their costs for travel. Out-of-pocket expenses are estimated at \$750 per week for 26 weeks (26 weeks x \$750/week = \$19,500).

3.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall submit an invoice to OCFA 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.

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.

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, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" 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.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding 180 days from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Firm.

The following principals of the Firm are hereby designated as being the principals and representatives of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Scott Summerfield and Sheri Benninghoven, Principals.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were substantial inducements for OCFA to enter into this Agreement. Therefore, the foregoing principals 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 principals may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Manager.

The Contract Manager shall be Keith Richter, 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, INDEMNIFICATION AND BONDS

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. 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 worker's compensation laws if required or provide exemption declaration. 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.

6.2 Indemnification.

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

7. RECORDS AND REPORTS

7.1 Reports.

Firm shall periodically prepare and submit to the Contract 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 drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract 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 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 Manager. 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.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 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.

To OCFA: Orange County Fire Authority
Attention: Keith Richter, Fire Chief
1 Fire Authority Road
Irvine, CA 92602

To Firm: SAE Communications
Attention: Scott Summerfield
2934 Victoria Meadow Court
Pleasanton, CA 94566

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.

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Keith Richter
Fire Chief

"FIRM"

SAE COMMUNICATIONS

Date: 2/19/14

By: 

Scott Summerfield
Principal

APPROVED AS TO FORM

By: 
David E. Kendig
General Counsel

Date: 2/19/14

EXHIBIT "A"

Proposal



Feb. 10, 2014

TO: Chief Keith Richter

FROM: Scott Summerfield
Sheri Benninghoven, APR

RE: Proposal for Continuation of Services

Background

SAE Communications was retained on Nov. 4, 2013 for a period of three months to provide communications counsel and training to the OCFA. We appreciate the opportunity to work with you and your entire organization. It's been an excellent working relationship and we believe a number of issues and projects have benefitted from our mutual work to ensure communications planning is inherent in all functions.

Per direction from you, SAE is continuing to provide communications counsel for the month of February 2014, following our initial work period and also our development of the OCFA Communications Work Plan, delivered to you and Board Chair Weinberg on Jan. 30, 2014.

February Work Program

Our work in February will focus on preparing a communications plan for the Standards of Cover issue being prepared for Board consideration at its February meeting and the associated communications with member agencies, labor, the management team, and the public and news media. Further, we will be providing communications counsel regarding issues which arise during the course of regular OCFA business, of which there are myriad.

March-August Work Program

Should the Executive Committee wish to continue our services as of March 1, 2014, we would recommend a six month work program which would include the following roles/tasks:

- Provide communications counsel and support to Directors and senior management on all non-incident-related issues
- Attend weekly senior management meetings; follow-up as necessary with appropriate staff
- Develop communications strategy and key messages; work with staff on document development for all pertinent issues
- Provide media interview preparation for Directors and senior management
- Conduct group and individual key message development and interview training for Board Vice President, Deputy Chief, Assistant Chiefs

- Partner with Human Resources to create recruitment materials and process for Communications and Public Affairs Director recruitment [should the Board approve the creation of this position; to come before the Board for approval at the March meeting]
- Assist with filtering of Communications and Public Affairs Director applications and help to identify finalist candidates
- Develop assessment center and interview process for Communications and Public Affairs Director recruitment
- Provide support regarding communications strategy and current Authority issues for successful candidate

Costs

SAE Communications is proposing the following compensation, made up of fee and out-of-pocket expenses. Note that the SAE policy is to bill only for actual time worked for a client with no minimal increment; we do not bill for travel time nor do we mark up our costs for travel.

Fees: 10 hours per week x 26 weeks x \$285/hour = \$74,100

Out-of-pocket expenses for travel: \$750 x 26 weeks = \$19,500

TOTAL NOT-TO-EXCEED = \$93,600

DISCUSSION CALENDAR - AGENDA ITEM NO. 13
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Keith Richter, Fire Chief

SUBJECT: **Standards of Coverage and Deployment Study**

Summary:

This item is submitted for Board of Directors review, discussion and approval to adopt the Standards of Cover response goals and to authorize the Fire Chief to pursue deployment changes based on maintaining baseline response time performance, while implementing deployment strategies to meet the recommended adopted goals. It is management’s intent to extract ideas from all of the options and recommendations provided in the report, by labor, and other best practices, and utilize a combination of concepts to achieve the optimal deployment model.

Recommended Actions:

1. Receive and file the Orange County Fire Authority-Standards of Coverage and Deployment Plan 2014 submitted by Emergency Services Consulting, Intl (ESCi).
2. Adopt the Urban, Rural, and Wilderness Performance Area Map, as recommended by ESCi.
3. Adopt the following response-time performance goals, as recommended by ESCi:

Activity / Incident Type	Performance Area	Response-Time Performance Goal (to be achieved in 90% of all responses)
Call Processing	Urban, Rural, Wilderness	60 seconds
Turnout	Urban, Rural, Wilderness	90 seconds
Core Incident (Fire, EMS, Rescue), First Arriving Response Unit	Urban	7 minutes, 30 seconds
	Rural	12 minutes
	Wilderness	As soon as practical
Advanced Life Support (ALS), First Arriving ALS Response Unit	Urban	10 minutes
	Rural	14 minutes, 30 seconds
	Wilderness	As soon as practical
Moderate Risk Structure Fire, Full First Alarm Assignment	Urban	12 minutes, 30 seconds
	Rural	16 minutes, 30 seconds
	Wilderness	As soon as practical
Moderate Risk Rescue Incident, Full First Alarm Assignment	Urban	12 minutes, 30 seconds
	Rural	16 minutes, 30 seconds
	Wilderness	As soon as practical

4. Direct the Fire Chief to continually manage, evaluate, and implement flexible deployment strategies which support the newly adopted response time goals and provide annual status updates to the Board of Directors.

Background:

On January 26, 2012, the Board of Directors directed staff to expedite an update of the Standards of Cover, for completion during 2013 instead of 2015. The purpose for completing a Standards of Coverage and Deployment Plan (SOC) is to assist OCFA in developing and planning for effective response deployment in the areas of fire suppression, emergency medical services, and rescue response incidents. An SOC should provide policy-makers, the organization, and the community a body of information that will assist in making service delivery and risk mitigation decisions.

Following an RFP process in 2012, ESCi was awarded a contract to perform the study, with approval by the Executive Committee. ESCi has completed the work and submitted the attached comprehensive report.

A significant recommendation included in ESCi’s report pertains to response-time performance goals. Below is a summary of OCFA’s current baseline response-times, compared to performance goals recommended by ESCi, measuring performance at the 90th percentile. Use of the 90th percentile is descriptive of the level of performance achieved 90% of the time and is the national accreditation standard.

Activity / Incident Type	Performance Area	Current Baseline Response-Time Performance @ 90 th Percentile	Response-Time Performance Goal @ 90 th Percentile	Improvement Needed to Achieve Goal
Call Processing	Urban, Rural, Wilderness	91 seconds	60 seconds	↓ 31 sec.
Turnout	Urban, Rural, Wilderness	120 seconds	90 seconds	↓ 30 sec.
First Unit - Core Incident	Urban	8 minutes, 46 sec.	7 minutes, 30 sec.	↓ 1 minute, 16 sec.
	Rural	16 minutes, 45 sec.	12 minutes	↓ 4 minutes, 45 sec.
	Wilderness	As soon as practical	As soon as practical	n/a
1 st ALS	Urban	9 minutes, 54 sec.	10 minutes	n/a
	Rural	23 minutes	14 minutes, 30 sec.	↓ 8 minutes, 30 sec.
	Wilderness	As soon as practical	As soon as practical	n/a
Effective Response Force-Structure Fire	Urban	15 minutes, 53 sec.	12 minutes, 30 sec.	↓ 3 minutes, 23 sec.
	Rural	No data	16 minutes, 30 sec.	n/a
	Wilderness	As soon as practical	As soon as practical	n/a
Effective Response Force-Rescue Incident	Urban	16 minutes, 32 sec.	12 minutes, 30 sec.	↓ 4 minutes, 2 sec.
	Rural	16 minutes, 32 sec.	16 minutes, 30 sec.	↓ 2 sec.
	Wilderness	As soon as practical	As soon as practical	n/a

(1) Core Incident = Fire, EMS, Rescue

Why Does OCFA Need to Change the Current Deployment Model?

Dynamic staffing can improve our response times and allow efficient use of current resources. Static staffing has been in place for many decades, and has not changed even though the number of incidents has increased. The ability to place resources “where” and “when” we need them, without increasing costs and additional staffing is a key component to the new deployment model. Our customers expect OCFA to be flexible and to use resources effectively. We

recognize that these changes may be hard to accept by some stakeholders who have been accustomed to dedicated-assigned resources.

How Can OCFA Achieve Such Large Reductions in Response Times?

In order to achieve the significant reduction in response times needed to sustain excellent service to our citizens, OCFA is proposing innovative changes in the way our services are deployed. We are not proposing a need for more funding or more staff, and we are also not proposing any reductions in staff; however, we are proposing substantial changes from the current service deployment standards that have been in place in the fire services for decades. Proposed concepts to achieve the reductions in response times while meeting increasing service demands, include, but are not limited to, the following:

- Dynamic staffing that moves the placement of resources to match call activity rather than leaving resources fixed, based on station assignments.
- Dynamic staffing patterns that place more resources on-duty during the day than at night, to match peak activity occurring during daytime hours.
- More fire apparatus available for response on duty every day throughout OCFA's jurisdiction.
- Implement one paramedic Criteria-Based Dispatching to improve service for non-life threatening emergency medical incidents.
- Staff all engines, trucks, and medic units with at least one paramedic.
- Integrate performance management tools in the new Public Safety System Records Management module.
- Implement measures to improve overall call processing time.
- Incorporate assistive technologies and performance management tools to improve turnout time.
- Continue to improve system technologies and deploy resources aimed at achieving performance adopted SOC goals.

In identifying these proposed concepts, the OCFA took into consideration the ideas presented by ESCi, labor, and staff. It is management's intent to abstract ideas from all of the options and recommendations submitted to achieve the optimal deployment model. These proposed changes will enable OCFA to continue to operate in a fiscally responsible manner while maintaining a high level of service.

The proposed changes are significant and will take time to accomplish. Implementation will require substantial planning, training, meetings with individual cities/county, and in some cases, meet and confer processes with labor. Staff is requesting authorization to proceed with the planning efforts, implement various components as they become ready, and continuously manage, evaluate, and implement deployment strategies which support the adopted goals. Staff will provide annual status updates to the Board.

Impact to Cities/County:

Implementation of the proposed concepts will result in substantial service improvements, greater efficiencies, and effective use of taxpayer dollars.

Fiscal Impact:

No fiscal impacts are proposed at this time.

Staff Contacts for Further Information:

Keith Richter, Fire Chief

keithrichter@ocfa.org

(714) 573-6010

Brian Stephens, Assistant Chief/Support Services Department

brianstephens@ocfa.org

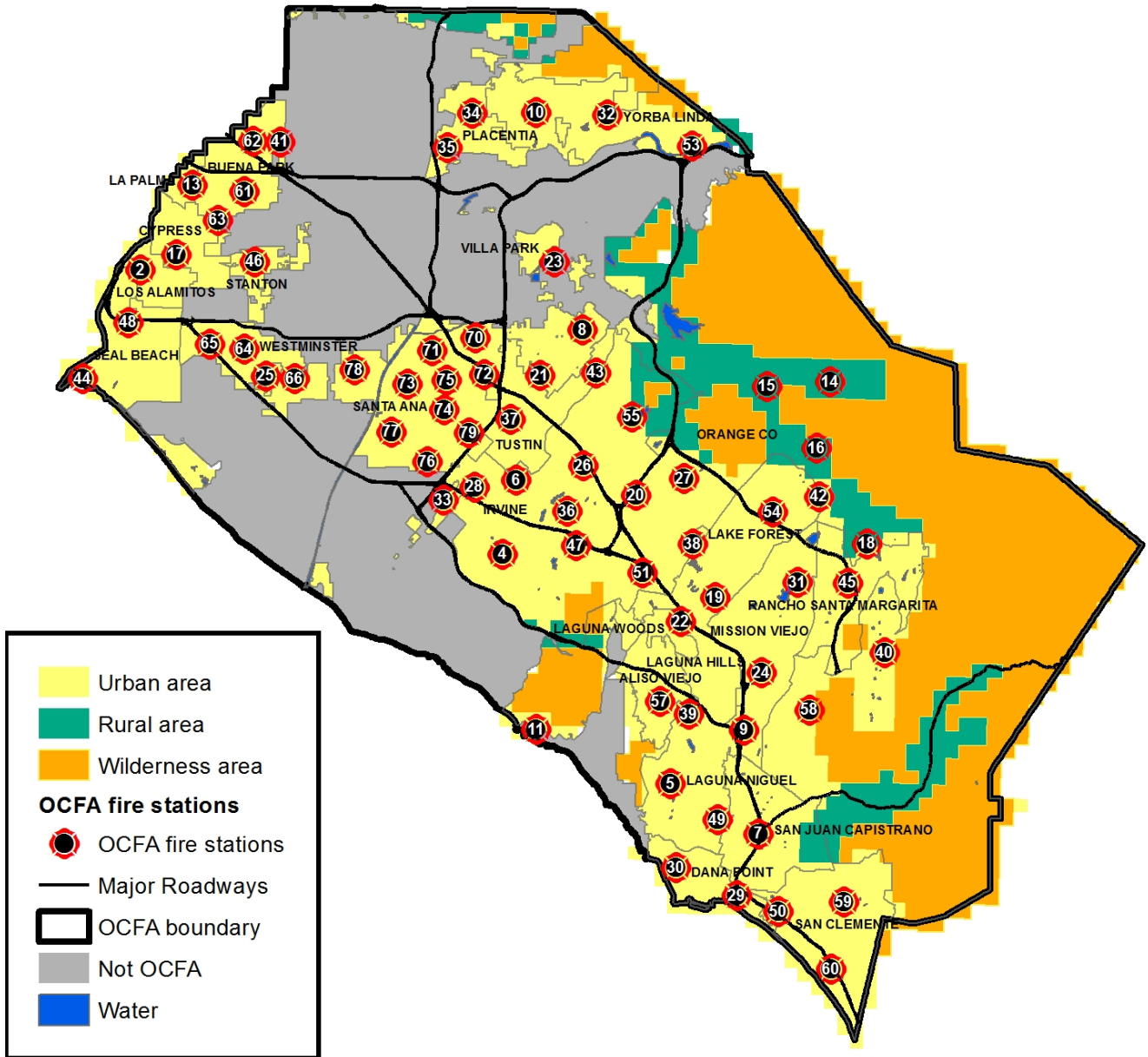
(714) 573-6008

Attachments:

1. Urban, Rural, and Wilderness Performance Area Map
2. Standard of Coverage and Deployment Plan 2014 (On file in the Office of the Clerk or available on-line at the link provided below)

http://www.ocfa.org/uploads/pdf/Orange%20County%20Fire%20Authority%20SOC_FINAL.pdf

Level of Service Area Map



*Standard of Cover 2014 Urban/Rural/Wilderness Level of Service areas

DISCUSSION CALENDAR – AGENDA ITEM NO. 14
BOARD OF DIRECTORS MEETING
February 27, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Board Stipends, Board Attendance, and Additional Standing Committees**

Summary:

This agenda item is submitted to provide additional information to the Board regarding its previous discussion of Board stipends, Board attendance, and potential need for additional standing committees.

Recommended Action:

Receive and file the report.

Background:

At a special meeting of the Board of Directors on December 11, 2013, the Board had a brief dialogue concerning past standing committees, potential need for additional standing committees, current Board stipends, and Board Member attendance at scheduled meetings.

Board Stipends

Compensation for the Board of Directors has been a topic of discussion on various occasions in the past. The Joint Powers Agreement (JPA) creating the OCFA prohibited compensation to the Directors, but did allow for reimbursement of expenses. The Amended JPA (Article 1, Section 4-T) allowed the Authority to determine the compensation of Directors.

On July 27, 1995, the Board of Directors adopted Resolution No. 95-13, which set the expense reimbursement rate of twenty dollars (\$20) per meeting, not to exceed eighty dollars (\$80) per month.

During a Board workshop on February 11, 2000, the Board agreed to increase the rate to one hundred dollars (\$100) per meeting per day, with a maximum of \$300 per month. Compensation would only apply to voting members attending Board or Committee meetings and the monthly Chair/Chief meeting. This action was approved by the Board at its regular March 23, 2000, meeting.

On January 28, 2010, the Board considered cost containment measures to address the dramatic loss in revenue, due to the recession. The Board discussed various ways that it could directly reduce its operational costs, including discussion concerning Board compensation, agenda distribution, the Annual Report, and Board meals. At that time, the Board took action to reduce costs for agenda distribution and meals, returned the production of the Annual Report in-house,

and left stipends unchanged. Therefore, the Board stipend has remained at \$100 per meeting per day with a maximum cap at \$300 per month for 14 years. In addition, although the Chair also attends monthly Chair/Fire Chief meetings, there is no current provision for a stipend above the \$300 cap for these additional meetings.

As requested by the Board, attached is a stipend survey of other local government agencies to assist you in the discussion of this subject (Attachment 1).

Board Attendance

There is no identified attendance requirement in the JPA agreement or in the OCFA Board Rules of Procedure. The JPA indicates that the governing body of each member agency shall designate and appoint one representative to act as its Director, except for the County whose Board of Supervisors shall appoint two representatives. Each Director shall hold office until the selection of a successor by the appointing body. OCFA Directors serve at the pleasure of their respective appointing agency. To institute an attendance requirement that would remove a non-participating Director from his/her position from the Board due to a lack of attendance would necessitate an amendment to the JPA. OCFA staff has surveyed other local regional agencies asking if they have instituted a membership attendance policy. Attached is a matrix with the attendance policy survey results (Attachment 2) along with an attendance matrix for the 2013 OCFA Board of Directors for your review (Attachment 3).

Standing Committees Background

At a special organization meeting of the Board of Directors held on March 1, 1995, the Board established its first standing committee, the Executive Committee.

Executive Committee

The Executive Committee's role is to conduct all business of the Authority, with the exception of policy issues, including labor relations, budget issues, and other matters specifically retained by the Board of Directors. Its membership consists of no more than nine members of the Board of Directors. Members of the Executive Committee serve until a new member is seated in their stead by virtue of appointment or assumption of one of the designated positions. The Executive Committee membership is comprised of the following designated positions: the Chair and Vice Chair of the Board of Directors, the immediate past Chair of the Board, and the Chair of the Budget and Finance Committee. In addition, membership as constituted shall include at least one member of the County Board of Supervisors. The Chair shall appoint the remaining at-large members, who shall serve subject to approval by majority vote of the Directors present at a subsequent meeting. In the selection of at-large members, appointments shall be made in such a manner as to achieve approximately the ratio of cash contract cities to total member agencies of the Authority. The Chair of the City Managers Technical Advisory Committee shall serve as the ex officio non-voting member of the Executive Committee and shall not be included in the determination of a quorum for any meeting.

The current Executive Committee Members:

Weinberg, Steven (Board Chair)	Dana Point
Murray, Al (Board Vice Chair)	Tustin*
Kelley, Trish (Board Immed. Past Chair)	Mission Viejo
Swift, Elizabeth (BFC Chair)	Buena Park*
Spitzer, Todd (Supervisor)	County of Orange
Bressette, Randy (At-Large)	Laguna Hills
Hernandez, Gene (At-Large)	Yorba Linda
Lalloway, Jeffrey (At-Large)	Irvine
Shawver, David John (At-Large)	Stanton*

*=Denotes Cash Contract City

· ***Executive Committee Alternates***

The Chair shall appoint a three-member panel of structural fire fund Alternate Directors and a three-member panel of cash contract city Alternate Directors. If an at-large member of the Executive Committee notifies the Clerk of the Authority that he or she cannot attend an Executive Committee meeting, the Clerk shall call, on a rotating basis, Alternate Directors from the respective panels in an attempt to replace a structural fire fund Director with a structural fire fund Alternate and/or a cash contract city Director with a cash contract city Alternate, as the case may be.

The current Executive Committee Alternates:

Chair, Vice Chair, Immediate past Chair	No Alternates per Rule 9 (c)
Budget & Finance Committee Vice Chair	Randy Bressette – Laguna Hills
Orange County Supervisor	Bates, Pat and Nguyen, Janet
Cash Contract (3)	Tri Ta - Westminster* Vacancy Vacancy
Structural Fire Fund (3)	Gerard Goedhart – La Palma Noel Hatch – Laguna Woods Sam Allevato - SJC

At the June 22, 1996, Board of Directors special meeting, the Board established three (3) additional standing committees, which included Administration and Personnel, Budget and Finance, and Planning and Operations with the purpose of facilitating a thorough review of various issues before presentation to and action by the full Board or Executive Committee. Originally membership on these committees was that as a Director joined the Board of Directors, he/she would indicate a preference for a committee assignment. The Chair appointed each Director to a Committee, taking into consideration the expressed preference of the Director, the needs of the authority, and the existing membership of the Committees. Each Committee Chair became a member of the Executive Committee. The appointment process was refined and

defined in the Board Rules of Procedure. Below is an outline of the past committees with their assigned roles. For those active committees, included is a matrix of the current membership.

- ***Administration and Personnel***

The Administrative and Personnel Committee advises the staff and makes recommendations to the Board of Directors on matter regarding human resources policies; labor negotiations; staff development and recognition programs; succession planning; risk management policies; community relations and education programs; legislation; and development of management information systems.

- ***Budget and Finance Committee***

The Budget and Finance Committee advises staff and makes recommendations to the Board of Directors on matters related to financial and budget policies; development of budgets for the general fund and capital expenditures, designations of reserves, budget balancing measures, evaluation and development of plans to meet long-term financial needs; development and monitoring of the Authority’s strategic business plan; fiscal issues related to any proposed outsourcing or privatization of services; and purchasing policies. The Chair makes all appointments to the Budget and Finance Committee. Appointments to the Budget and Finance Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.

The current Budget and Finance Committee members:

Allevato, Sam	San Juan Capistrano
Bressette, Randy (Vice Chair)	Laguna Hills
Kelley, Trish	Mission Viejo
McCloskey, Jerry	Laguna Niguel
Murray, Al	Tustin*
Swift, Elizabeth (Chair)	Buena Park*
Weinberg, Steven	Dana Point
Channing, Bruce (Ex Officio) City Manager	Laguna Hills

There are no authorized alternates for the Budget and Finance Committee.

- ***Planning and Operations***

The Planning and Operations Committee advises staff and makes recommendations to the Board of Directors on matters related to new facilities planning and development; apparatus and vehicle replacement planning; level of service provided, including fire prevention and suppression programs and emergency medical care; emergency communications systems planning; and disaster response planning.

In 1999, the committees had developed a history of frequent cancellations and the inability to take formal actions due to a lack of quorum at the meetings. At its March 23,

2000, meeting, the Board disbanded the Administration & Personnel and Planning & Operations Committees and merged the responsibilities of both of these committees into those of the Executive Committee. It was also at this meeting that the Board adopted the current membership of the Executive Committee.

At its September 24, 2009, meeting, the Board approved the establishment of the Claims Settlement Committee to delegate authority to settle pre-litigation claims and lawsuits.

· **Claims Settlement Committee**

The Claims Settlement Committee has the authority to settle workers' compensation claims for amounts over \$50,000, not to exceed \$250,000, exclusive of any statutorily required future medical payments; settle non-workers' compensation claims for amounts over \$50,000, not to exceed \$250,000; and advise and recommend to OCFA's attorney of record the settlement of any lawsuit in an amount not to exceed \$250,000. (The Board authorized that settlements below the \$50,000 threshold may be authorized by the Fire Chief or his written designee, and settlement amounts above the \$250,000 threshold require Board authorization.) The Committee was established with the following five-members: the Board Chair and Vice Chair, the Budget and Finance Committee Chair, the Fire Chief, and Human Resources Director. The alternates are the Deputy Fire Chief in the absence of the Fire Chief, the Risk Manager in the absence of the Human Resources Director, and in the absence of a member of the Board of Directors the absent member may designate in writing, filed with the Clerk of the Authority, an alternate Director from the Executive Committee.

The current Claims Settlement members:

Weinberg, Steven (Chair)	Dana Point
Murray, Al (Vice Chair)	Tustin*
Swift, Elizabeth (BFC Chair)	Buena Park*
Richter, Keith/Kinoshita, Craig (Altn)	Fire Chief/Deputy Chief (Altn)
Janet Wells/Wilby, Jonathan (Altn)	Interim Human Resources Director/HR Mgr. (Altn)

At its meeting of January 23, 2014, the Board established the Human Resources Committee, that basically replaced the prior Administration and Personnel Committee to review matters relating to Human Resources in greater detail, and to enable more time to be spent on these matters prior to making recommendations to the full Board, and allow an additional opportunity for Director's participation.

· **Human Resources Committee**

The Human Resources Committee advises the staff and makes recommendations to the Board of Directors on matters regarding human resources policies; job class specifications; compensation programs; benefit changes and renewals; labor negotiations; staff training, development and recognition programs; succession planning; risk management and workers' compensation policies; and development of

management/performance evaluation and information systems. This Committee's membership will consist of seven Directors appointed in the same manner as the Budget and Finance Committee.

Member recruitment for this newly formed committee is currently underway.

It is at the Board's discretion to establish additional standing committees as needed.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Dependent upon the direction of the Board. There is potential fiscal impact should the Board implement a stipend increase or institute new standing committees.

Staff Contacts for Further Information:

Lori Zeller, Assistant Chief/Business Services Department
lorizeller@ocfa.org
(714) 573-6020

Sherry Wentz, Clerk of the Authority
sherrywentz@ocfa.org
(714) 573-6041

Attachments:

1. Stipend Survey
2. Attendance Policy Matrix
3. 2012 Board Attendance Matrix

2014 Organizations Stipend Survey

Agency	Meeting Schedule	Stipend	Mileage Reimbursement	Number of Board Officials	Notes
California Joint Powers Insurance Authority 8081 Moody, La Palma 90623 (800) 229-2343	3 rd Wednesday of July	\$100.00	For any miles over 100.	122	Hotel reimbursed up to \$200.
Orange County Council of Governments 550 S. Main Street, Orange 92868 (714) 560-5613	4 th Thursday of month	None	No	20, additional 8 ex officio non voting	
Orange County Library Advisory Board 1501 St. Andrew Place, Santa Ana 92702 (714) 566-3040	As needed	None	No	26	
Orange County Sanitation District 10844 Ellis Avenue, Fountain Valley 92708 (714) 962-2411	4 th Wednesday of month	\$212.50 per meeting	Yes	25	Maximum 6 meetings per month. Chair gets stipend for up to 10 meetings per month.
Orange County Transportation Authority 550 S. Main Street. Orange 92863 (714) 560-6282	2 nd & 4 th Mondays of month	\$100.00 per meeting	Yes	18 – 17 voting, 1 ex officio	\$500.00 Max per month. Ex Officio does not get stipend
Orange County Vector Control 13001 Garden Grove Boulevard Garden Grove 92843 (714) 971-2421	3 rd Thursday of month	\$100.00 per meeting	No	35	Maximum of 12 meetings per year. Max of \$1,200.00 per year.
Orange County Water District 18700 Ward Street Fountain Valley, CA 92708 (714) 378-3200	1 st & 3 rd Wednesdays	\$221.12 per day	No	10	Up to 10 meetings a month with multiple meetings on same day.
Southern CA Association of Governments 818 West 7 th , 12 th Floor Los Angeles 90017 (213) 236-1858	1 st Thursday of month	\$120.00 per month	Yes	84	May have 5 regular meetings per month; \$120 max per month.
Transportation Corridor System 125 Pacifica #120, Irvine 92619 (949) 754-3492	2 nd Thursday of month	\$120.00 per meeting	Yes	24	Max of 18 meetings per quarter.
Orange County Fire Authority	4 th Thursday of month	\$100 per day	No	25	\$300.00 Max per month

2014 Attendance Policy Survey

Agency	Notes
California Joint Powers Insurance Authority 8081 Moody, La Palma 90623 (800) 229-2343	No policy
Orange County Council of Governments 550 S. Main Street, Orange 92868 (714) 560-5613	No policy
Orange County Library Advisory Board 1501 St. Andrew Place, Santa Ana 92702 (714) 566-3040	Bylaws: Any member who fails to attend three (3) consecutive regular meetings of the Board without previous notice of excuse to the Chair or Secretary shall automatically vacate their position.
Orange County Sanitation District 10844 Ellis Avenue, Fountain Valley 92708 (714) 962-2411	
Orange County Transportation Authority 550 S. Main Street. Orange 92863 (714) 560-6282	No policy
Orange County Vector Control 13001 Garden Grove Boulevard Garden Grove 92843 (714) 971-2421	No policy. However, if a board member misses 2 meetings, the office will place a courtesy call to the board member. After 3 missed meetings a letter is sent to the board members city.
Orange County Water District 18700 Ward Street Fountain Valley, CA 92708 (714) 378-3200	No policy
Southern CA Association of Governments 818 West 7 th , 12 th Floor Los Angeles 90017 (213) 236-1858	No policy
Transportation Corridor System 125 Pacifica #120, Irvine 92619 (949) 754-3492	
Orange County Fire Authority	No policy

Orange County Fire Authority
BOARD MEMBER ATTENDANCE 2013 (12 Board Meetings)

Meetings Attended/Meetings Eligible to Attend

Agency	Director Alternate	Total By Individual	Total By Agency
Aliso Viejo	Phillip Tsunoda	9/12	10/12
	Ross Chun	1/03	
Buena Park *	Elizabeth Swift	11/12	11/12
	Miller Oh	0/01	
Cypress	Robert Johnson	11/12	11/12
	Doug Bailey	0/01	
Dana Point	Steven Weinberg	11/12	11/12
	William Brough	0/01	
Irvine	Jeffery Lalloway	10/12	10/12
	Steven Choi	0/02	
La Palma	Gerard Goedhart	12/12	12/12
	Peter Kim	0/0	
Laguna Hills	Randal Bressette	9/12	11/12
	Dore Gilbert	2/03	
Laguna Niguel	Jerry McCloskey	11/12	11/12
	Linda Lindholm	0/01	
Laguna Woods	Noel Hatch	10/12	11/12
	Cynthia Conners	1/02	
Lake Forest	Kathryn McCullough	12/12/	12/12
	Peter Herzog	0/00	
Los Alamitos	Warren Kusumoto	9/12	10/12
	Gerri Mejia	1/03	
Mission Viejo	Trish Kelley	11/12	11/12
	Dave Leckness	0/01	
Placentia *	Joe Aguirre	11/12	11/12
	Chad Wanke	0/01	
Rancho Santa Margarita	Carol Gamble	11/12	11/12
	Jessie Petrilla	0/01	
San Clemente*	Bob Baker	9/12	9/12
	Jim Evert	0/03	
SJC	Sam Allevato	7/12	8/12
	John Taylor	1/05	
Santa Ana*	Sal Tinajero	3/12	7/12
	Angelica Amezcua	4/09	
Seal Beach *	David Sloan	8/12	9/12
	Gordon Shanks	1/04	
Stanton *	David Shawver	11/12	11/12
	Carol Warren	0/01	
Tustin *	Al Murray	11/12	11/12
	Charles Puckett	0/01	
Villa Park	Rick Barnett	12/12	12/12
	Brad Reese	0/00	
Westminster *	Tri Ta	10/12	10/12
	Sergio Contreras	0/02	
Yorba Linda	Gene Hernandez	9/12	10/12
	Craig Young	1/03	
County of Orange	Pat Bates	6/12	10/12
	Janet Nguyen	1/07	
County of Orange	Todd Spitzer	8/11	9/11
	Janet Nguyen	1/03	

R=Regular Meeting S=Special Meeting * =Cash Contract City

REPORTS – AGENDA ITEM NO. 15
BOARD OF DIRECTORS MEETING
February 27, 2014

CHIEF'S REPORT

1. Customer Satisfaction Survey Results by City - January 2014
2. Chief's Monthly Report dated February 20, 2014

CUSTOMER SATISFACTION SURVEY

Attachment 1

Data by City for January 1 - 31, 2014

CITY/AREA	FORMS SENT	FORMS RETURNED *	PERCENT RETURNED *	AVERAGE RATING
Aliso Viejo	93	33	35.48%	97.09%
Buena Park	218	48	22.02%	96.63%
Coto de Caza	15	2	13.33%	100.00%
Cypress	106	32	30.19%	94.83%
Dana Point	98	33	33.67%	96.31%
El Modena	0	0		
Emerald Bay	0	0		
Irvine	512	124	24.22%	97.67%
La Palma	45	20	44.44%	97.86%
Ladera Ranch	24	10	41.67%	97.50%
Laguna Hills	120	25	20.83%	97.01%
Laguna Niguel	154	58	37.66%	98.82%
Laguna Woods	223	72	32.29%	98.44%
Lake Forest	210	40	19.05%	97.57%
Los Alamitos	58	17	29.31%	99.79%
Las Flores	0	0		
Midway City	26	5	19.23%	95.00%
Mission Viejo	365	99	27.12%	97.18%
Modjeska Canyon	1	0		
Orange Park Acres	2	0		
Placentia	115	42	36.52%	94.97%
Portola Hills	0	0		
Rancho Santa Margarita	96	27	28.13%	97.75%
Rossmoor	16	1	6.25%	100.00%
San Clemente	181	44	24.31%	96.06%
San Juan Capistrano	129	30	23.26%	96.75%
Santa Ana	777	120	15.44%	96.79%
Santa Ana Heights	13	2	15.38%	100.00%
Santiago Canyon	0	0		
Seal Beach	150	49	32.67%	96.89%
Silverado Canyon	8	3	37.50%	100.00%
Stanton	115	16	13.91%	94.76%
Trabuco Canyon	16	7	43.75%	96.43%
Tustin	212	40	18.87%	96.34%
Villa Park	13	5	38.46%	100.00%
Westminster	277	46	16.61%	95.73%
Yorba Linda	141	57	40.43%	98.12%
Non-OCFA cities	106	15	14.15%	94.76%
TOTALS/AVERAGE	4,635	1,122	24.21%	97.32%

* Forms Returned and Percent Returned include forms sent in prior months, received this month.

Orange County Fire Authority
Executive Management

MEMO

DATE: February 20, 2014
TO: OCFA Board of Directors
FROM: Keith Richter, Fire Chief
SUBJECT: **Chief's Monthly Report**

Communications

- Implemented weekly activity recap for Board members on items of interest
- Corporate Communications is issuing Board advisory on media coverage regarding OCFA issues
- Consulting with SAE Communications on best practices for media contacts
- Interview technique training completed for key staff
- Installed additional conference lines to allow each Battalion to conduct simultaneous briefings with station personnel

Awareness

- We have completed the assessment of critical tasks for safety personnel. This will be used to clarify expectations for each rank and ensure clear directions.
- I have scheduled meetings in each Battalion to discuss the action plan and have an opportunity for face-to-face discussion.
- Electronic calendar and station log application is being tested in Battalion 8. When completed, this tool will be implemented throughout the OCFA.
- Our activities will focus on the three core themes of "risk reduction," "readiness," and "response." All of our efforts should contribute to one or more of these core missions.

Structure

- I have received the final report from the internal audit work performed in the Community Risk Reduction Department. Recommendations are being reviewed and a follow up implementation plan will be developed.
- We have implemented a revised organizational structure in the CRR Department to better align our chain of command.
- Fire Marshal recruitment is under way.
- We have received the feedback from Management Partners produced from focus groups and employee surveys. The results confirm the elements of this action plan in that the information received clearly indicates significant gaps in communication, accountability, and clear expectations to our members.

Accountability

- We have completed and are pilot testing an electronic dashboard for managers to have better access to data that assists with performance management.
- We have implemented a weekly Comparative Statistics (CompStat) report presented to Executive Management from Battalion or Section managers. The rotating schedule allows a semi-annual review of that manager's area of responsibility.
- We are preparing an RFP to purchase a new performance appraisal system that will assist supervisors in providing quality feedback to their staff.

Change Management

- We are using our communication consultants to develop new and effective ways to educate our members on areas where change is recommended or implemented. The agency is experiencing change at a pace that is challenging for many and being able to manage the changes is a critical task for management. Communicating frequently about the changes will be a continuous need.