



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

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

### EXECUTIVE COMMITTEE

#### REGULAR MEETING

Thursday, February 28, 2013

6:00 P.M.

**Regional Fire Operations and Training Center**

**Board Room**

1 Fire Authority Road

Irvine, CA 92602

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

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, supporting documents, including staff reports, are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Friday from 8 A.M. to 5 P.M.

If you wish to speak before the Fire Authority Executive Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Committee. Speaker Forms are available at the counters of both entryways of the Board Room.



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

**CALL TO ORDER**

**INVOCATION** by OCFA Chaplain Bob George

**PLEDGE OF ALLEGIANCE** by Director Swift

**ROLL CALL**

## PRESENTATIONS

No items.

## PUBLIC COMMENTS

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

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

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

## REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

### MINUTES

- Minutes from the January 24, 2013, Regular Executive Committee Meeting**  
Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:  
Approve as submitted.

### CONSENT CALENDAR

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

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

Recommended Action:  
Receive and file the report.

- Second Quarter Financial Newsletter – October to December 2012**  
Submitted by: Lori Zeller, Assistant Chief, Business Services Department

Recommended Action:  
Receive and file the report.

**4. Establish a Standard Staff Report Format for the Recommended Award of Contracts Resulting from Request for Proposal Processes**

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

Recommended Actions:

Approve the submitted standard staff report format for the recommended award of contracts resulting from a Request for Proposal process.

**5. Purchase of Grant-Funded DuoDote™ Nerve Agent Antidote Kits**

Submitted by: Craig Kinoshita, Assistant Chief/Operations Department

Recommended Action:

Authorize the Purchasing Manager to issue a sole source purchase order to Meridian Medical Technologies™, Inc. for 2,400 DuoDote™ Auto-Injectors for an amount not to exceed \$100,880.64.

**6. Approval of Class Specifications**

Submitted by: Zenovy Jakymiw, Human Resources Director

Recommended Actions:

1. Adopt the attached Class Specification for Buyer and assign the annual salary range of \$52,604 to \$71,532.
2. Adopt the attached Class Specification for Intern I (unpaid position), Intern II and Intern III.
3. Authorize the Human Resources Director to amend the OCFA Table of Class Titles and Master Position Control to include these new classifications and salary ranges.

**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 Anaheim and the Orange County Fire Authority**

Submitted by: Craig Kinoshita, Assistant Chief/Operations

Recommended Actions:

1. Approve and authorize the Fire Chief to execute the Agreement to Transfer or Purchase Equipment/Services and for Reimbursement of Training Costs for FY 2012 Urban Areas Security Initiative between the City of Anaheim and the Orange County Fire Authority.
2. Direct staff to include \$196,299.67 in increased revenue and appropriations in the FY 12/13 budget, which will be allocated to reimburse OCFA for preapproved training, travel, overtime, and backfill costs. Any unspent funds will be re-budgeted to the next fiscal year.

**END OF CONSENT CALENDAR**

**DISCUSSION CALENDAR**

- 8. Request for Proposal No. DC1831- Legislative Consulting Services**  
Submitted by: Lori Zeller, Assistant Chief, Business Services Department

Recommended Actions:

1. Approve and authorize the Fire Chief to sign Agreement for state lobbying services with Nielsen Merksamer Parrinello Gross & Leoni LLP for a term of 5 years for \$60,000 per year over the first two years and \$66,000 over the final three years.
2. Approve and authorize the Fire Chief to sign Agreement for federal lobbying service with Holland and Knight for a term of two years for \$50,400.

**REPORTS**

No items

**COMMITTEE MEMBER COMMENTS**

**CLOSED SESSION**

No items.

**ADJOURNMENT** – The next regular meeting of the Executive Committee is scheduled for Thursday, March 28, 2013, at 6:00 p.m.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 21<sup>st</sup> day of February 2013.

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

**UPCOMING MEETINGS:**

Budget and Finance Committee Meeting	Wednesday, March 13, 2013, 12:00 noon
Board of Directors Special Meeting	Thursday, March 14, 2013, 6:30 p.m.
Claims Settlement Committee Meeting	Thursday, March 28, 2013, 5:30 p.m.
Executive Committee Meeting	Thursday, March 28, 2013, 6:00 p.m.
Board of Directors Regular Meeting	Thursday, March 28, 2013, 6:30 p.m.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting  
Thursday, January 24, 2013  
6:00 P.M.**

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

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## **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Executive Committee was called to order on January 24, 2013, at 6:00 p.m. by Chair Trish Kelley.

## **INVOCATION**

Chaplain Jeff Hetschel offered the invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

**Present:** Pat Bates, County of Orange  
Trish Kelley, Mission Viejo  
Al Murray, Tustin  
David Shawver, Stanton  
Steven Weinberg, Dana Point  
Beth Swift, Alternate, Buena Park

**Absent:** None.

## **Also present were:**

Fire Chief Keith Richter  
Deputy Chief Ron Blaul  
Assistant Chief Craig Kinoshita  
Assistant Chief Lori Zeller  
Assistant Clerk Lydia Slivkoff

General Counsel David Kendig  
Assistant Chief Laura Blaul  
Assistant Chief Brian Stephens  
Clerk of the Authority Sherry Wentz

## **PRESENTATIONS**

No items.

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

Chair Kelley opened the Public Comments portion of the meeting.

Stephen Wontrobski, Mission Viejo resident, commented on his concerns regarding the OCFA internal fraud hotline. (F: 18.10H)

Chair Kelley closed the Public Comments portion of the meeting.

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

Budget and Finance Committee Chair Al Murray reported at the January 9, 2013, meeting of the Budget and Finance Committee, the Committee discussed and voted unanimously to send the Monthly Investment Reports and Updated Broker/Dealer List, to the Executive Committee with the recommendation that the Committee approve the items.

## **MINUTES**

### **1. Minutes from the November 15, 2012, Regular Executive Committee Meeting (F: 12.02A2)**

On motion of Vice Chair Weinberg and second by Director Murray, the Executive Committee voted to approve the minutes from the November 15, 2013, Regular Executive Committee Meeting. Director Swift abstained.

## **CONSENT CALENDAR**

Director Shawver pulled Agenda Item No. 11 for comments. Chair Kelley pulled Agenda Item Nos. 3, 5, 6, 8 and 9 for public comments by Stephen Wontrobski.

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

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

### **3. Updated Broker/Dealer List (F: 11.10D4)**

Public comments were received from Stephen Wontrobski, Mission Viejo resident, in opposition to the Updated Broker/Dealer List process.

Treasurer Tricia Jakubiak provided an overview of the Updated Broker/Dealer List selection process.

On motion of Vice Chair Weinberg and second by Director Shawver, the Executive Committee voted unanimously to approve the proposed Broker/Dealer List to include the following three firms:

- FTN Financial
- UBS Financial Services
- Raymond James/Morgan Keegan

**4. Approval of Amendments to OCFA Records Retention Schedule (F: 14.05)**

On motion of Director Murray and second by Director Shawver, the Executive Committee voted unanimously to adopt Resolution No. 2013-01 approving amendments to the OCFA Records Retention Schedule.

RESOLUTION NO. 2013-01

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE  
ORANGE COUNTY FIRE AUTHORITY APPROVING THE  
AMENDED RECORDS RETENTION SCHEDULE

**5. Semi-Annual Report of Claims (F: 18.10D)**

Public comments were received from Stephen Wontrobski, Mission Viejo resident, in opposition to rising disability claims.

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

**6. Information Management Technologies Contract Increase (F: 19.08A2a)**

Public comments were received from Stephen Wontrobski, Mission Viejo resident, in opposition to awarding contracts without a competitive bid.

Information Technology Manager Joel Brodowski provided an overview on the last bidding process, and indicated Information Management Technologies is providing custom services.

On motion of Director Murray and second by Vice Chair Weinberg, the Executive Committee voted unanimously to authorize the Purchasing Manager to increase the annual contract amount for Information Management Technologies from \$124,000 to \$149,000 for the contract year ending April 30, 2013, and to extend the term for two additional years at an amount not to exceed \$149,000 per year.

**7. Modification of the Purchase and Sales Agreement with F.W. Aviation LLC for Fire Station 41 Hanger Facility (F: 19.07C41)**

On motion of Director Murray and second by Director Shawver, the Executive Committee voted unanimously to approve and authorize the Fire Chief to execute the First Amendment to the Purchase Agreement, extending the deadline for completion of sale of the hanger facility until not later than June 30, 2013.

**8. Combined Blanket Purchase Order Contracts for Harbor Pointe A/C Controls (F: 19.07)**

Public comments were received from Stephen Wontrobski, Mission Viejo resident, in opposition to combining contracts without a competitive bid.

On motion of Director Murray and second by Director Swift, the Executive Committee voted unanimously to:

1. Authorize the combination of Harbor Pointe purchase orders BO1158-4 into BO1201-3.
2. Authorize the extension of BO1201-3 through October 31, 2013, with two (2) additional one-year renewals through October 31, 2015.
3. Approve the total value combined BO1201-3 and increase the BO by \$100,000 for a total amount not to exceed \$325,000 dollars per contract year.

**9. Approval of Budgeted Purchase of Four Type I Engines (F: 19.09A)**

Public comments were received from Stephen Wontrobski, Mission Viejo resident, in opposition to awarding contracts without a competitive bid.

On motion of Director Swift and second by Director Vice Chair Weinberg, the Executive Committee voted unanimously to:

1. Approve and authorize the Purchasing Manager to issue a purchase order to Kovatch Fire Apparatus (KME) for the purchase of four (4) Type I Engines in an amount not to exceed \$2,053,420.68 (Cost per unit \$513,355.17).
2. Authorize the Fire Chief to execute and utilize the contract for future budgeted Type I Engine purchases for up to four (4) additional one-year options upon mutual agreement with KME with the pricing escalation based on the Producer Price Index (PPI) or 3% whichever is less.



**10. Sole Source Purchase Order for US&R Water Rescue Cache (F: 19.12)**

On motion of Director Murray and second by Director Shawver, the Executive Committee voted unanimously to:

1. Approve the sole source selection of Rescue One Connector Boats.
2. Authorize the Purchasing Manager to issue a purchase order to Rescue One Connector Boats in the amount of \$53,055 for the purchase of four boats, five outboard motors, and one trailer.

**11. City of Stanton – Change of Service Review September-November 2012 (F: 10.03 Stanton)**

Director Shawver thanked the Orange County Professional Firefighters Association, staff, and member agencies for allowing Stanton to make changes in Fire and EMS services. He indicated the City of Stanton and OCFA combined saved \$1.5 million, and incident response times have decreased.

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

**12. Approval of Amendments to Fire Battalion Chief and Fire Division Chief Class Specifications (F: 17.18)**

On motion of Director Murray and second by Director Shawver, the Executive Committee voted unanimously to adopt the amended class specifications for Fire Battalion Chief and Fire Division Chief.

**END OF CONSENT CALENDAR**

**DISCUSSION CALENDAR**

**13. State Lobbying Service Contract (F: 11.10F2)**

Legislative Analyst/Grants Administrator Jay Barkman provided a PowerPoint presentation on the State lobbying service contract selection process and introduced John Moffett of Nielsen, Merksamer who provided a PowerPoint presentation on services provided by their firm.

Public comments were received from Stephen Wontrobski, Mission Viejo resident, regarding the competitive bidding process.

Public comments were received from Christopher Townsend, Townsend Public Affairs, in opposition to awarding the State Lobby Service Contract.

Director Bates arrived at this point (7:20 p.m.)

On motion of Director Bates and second by Director Shawver, the Executive Committee voted to continue the agenda item to allow staff to provide additional information on the submitted proposals and rating criteria. Vice Chair Weinberg registered in opposition.

## **REPORTS**

### **14. Chief's Report (F: 12.07A7)**

The Fire Chief indicated he would provide a report to the full Board.

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

No comments were received.

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

No items.

## **ADJOURNMENT**

Chair Kelley adjourned the meeting at 7:40 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, February 28, 2013, at 6:00 p.m.

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

**CONSENT CALENDAR - AGENDA ITEM NO. 2**  
**EXECUTIVE COMMITTEE MEETING**  
**February 28, 2013**

TO: Executive Committee, Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer

SUBJECT: **Monthly Investment Report**

Summary:

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

Committee Action:

At its February 13, 2013, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Receive and file the report.

Background:

Attached is the final monthly investment report for the month ended December 31, 2012. A preliminary investment report as of January 25, 2013, is also provided as the most complete report that was available at the time this agenda item was prepared.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Patricia Jakubiak, Treasurer

[Triciajakubiak@ocfa.org](mailto:Triciajakubiak@ocfa.org)

(714) 573-6301

Attachment:

Final Investment Report – December 2012 / Preliminary Report – January 2013

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – December 2012*

*Preliminary Report – January 2013*



## ***Monthly Investment Report Table of Contents***

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***Orange County Fire Authority***

***Final Investment Report***

***December 31, 2012***



**EXECUTIVE SUMMARY**

***Portfolio Activity & Earnings***

During the month of December 2012, the size of the portfolio increased significantly to \$163.6 million from \$102.4 million. Major receipts for the month included the third apportionment of secured property taxes in the amount of \$64.1 million and the second quarterly cash contract payments totaling \$13.8 million. Significant disbursements for the month included primarily biweekly payrolls. The portfolio's balance is expected to decrease significantly in the following month as there are no major receipts scheduled for January.

In December, the portfolio's yield to maturity (365-day equivalent) dropped by 2 basis points to 0.25%. The effective rate of return decreased by 4 basis points to 0.25% for the month and declined by 2 basis points to 0.32% for the fiscal year to date. The average maturity of the portfolio lengthened by 95 days to 266 days to maturity.

***Economic News***

In December 2012, the U.S. economy continued a mixed and slow growth pattern. Overall employment conditions remained weak, despite a positive gain in December. There were a total of 155,000 new jobs created for the month, slightly better than expected; however, a much higher number of new jobs would still be needed in order to achieve a "maximum employment" environment. As a result, unemployment remained high at 7.8% in December. Consumer confidence measures dropped in the December. However, retail sales and durable goods orders increased for the month. Manufacturing activity increased slightly, edging into an expansion territory, while the non-manufacturing sector continued improving in December. Gasoline prices continued to drop keeping inflation down, which remained unchanged for the month. Housing activity stayed mixed, despite recent improvements, and remained at low levels. Real GDP (Gross Domestic Product) for the fourth quarter of 2012 unexpectedly dropped 0.1% at an annualized rate while a much higher growth rate had been expected. On January 30, 2013, at the second day of its first scheduled meeting for 2013, the Federal Open Market Committee voted to keep the federal funds rate unchanged at a target range of 0 – 0.25%. In addition, the Committee maintained its commitment to purchase mortgage-backed securities and longer-term Treasury securities at a pace of \$40 billion and \$45 billion per month, respectively, as the economic recovery remained stubbornly weak.



**BENCHMARK COMPARISON AS OF DECEMBER 31, 2012**

3 Month T-Bill: 0.07%	1 Year T-Bill: 0.16%
6 Month T-Bill: 0.12%	LAIF: 0.33%
OCFA Portfolio: 0.25%	

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$163,639,022	\$102,387,088	\$158,548,896
Yield to Maturity (365 day)	0.25%	0.27%	0.54%
Effective Rate of Return	0.25%	0.29%	0.36%
Days to Maturity	266	171	540





**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**December 31, 2012**

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

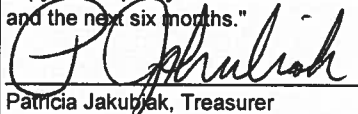
(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	27,436,014.34	27,436,014.34	27,436,014.34	16.89	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	10,000,000.00	9,999,400.00	9,999,602.78	6.16	46	13	0.110	0.112
Federal Agency Coupon Securities	30,000,000.00	30,017,850.00	30,016,007.87	18.48	1,393	1,332	0.677	0.687
Federal Agency Disc. -Amortizing	45,000,000.00	44,994,560.00	44,995,005.27	27.70	91	68	0.055	0.056
Local Agency Investment Funds	50,000,000.00	50,056,361.55	50,000,000.00	30.78	1	1	0.322	0.326
	<b>162,436,014.34</b>	<b>162,504,185.89</b>	<b>162,446,630.26</b>	<b>100.00%</b>	<b>286</b>	<b>266</b>	<b>0.246</b>	<b>0.250</b>
<b>Investments</b>								
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	1,098,056.12	1,098,056.12	1,098,056.12		1	1	0.000	0.000
Accrued Interest at Purchase		10,250.00	10,250.00					
Subtotal		1,108,306.12	1,108,306.12					
<b>Total Cash and Investments</b>	<b>163,534,070.46</b>	<b>163,612,492.01</b>	<b>163,554,936.38</b>		<b>286</b>	<b>266</b>	<b>0.246</b>	<b>0.250</b>

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	25,833.55	185,505.53
Average Daily Balance	123,605,229.95	113,249,537.78
Effective Rate of Return	0.25%	0.32%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2012. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

 1/4/13  
 Patricia Jakubiak, Treasurer

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)	\$ 163,554,936.38
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ 84,085.98
<b>Total</b>	<b>\$ 163,639,022.36</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 31, 2012**

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	High Mark 100% US Treasury MMF			27,436,014.34	27,436,014.34	27,436,014.34	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>11,697,988.56</b>		<b>27,436,014.34</b>	<b>27,436,014.34</b>	<b>27,436,014.34</b>		<b>0.001</b>	<b>1</b>	
<b>Commercial Paper Disc. -Amortizing</b>											
36959HNE3	793	GEN ELEC CAP CRP		11/29/2012	10,000,000.00	9,999,400.00	9,999,602.78	0.110	0.112	13	01/14/2013
<b>Subtotal and Average</b>			<b>9,999,144.44</b>		<b>10,000,000.00</b>	<b>9,999,400.00</b>	<b>9,999,602.78</b>		<b>0.112</b>	<b>13</b>	
<b>Federal Agency Coupon Securities</b>											
3133ECBT0	799	Federal Farm Credit Bank		12/26/2012	9,000,000.00	8,997,930.00	9,000,000.00	0.375	0.375	906	06/26/2015
3133804V6	787	Fed Home Loan Bank		08/09/2012	6,000,000.00	6,000,480.00	6,001,187.50	1.000	0.981	1,681	08/09/2017
313380B22	788	Fed Home Loan Bank		08/20/2012	6,000,000.00	6,000,180.00	6,000,510.42	0.450	0.440	961	08/20/2015
3133813R4	800	Fed Home Loan Bank		12/20/2012	9,000,000.00	9,019,260.00	9,014,309.95	1.000	0.966	1,773	11/09/2017
<b>Subtotal and Average</b>			<b>17,233,642.91</b>		<b>30,000,000.00</b>	<b>30,017,850.00</b>	<b>30,016,007.87</b>		<b>0.687</b>	<b>1,332</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313589BH5	792	Fed Natl Mortg Assoc		11/29/2012	4,000,000.00	3,999,880.00	3,999,724.44	0.080	0.081	31	02/01/2013
313397FZ9	798	Freddie Mac		12/20/2012	9,000,000.00	8,996,760.00	8,996,782.50	0.090	0.091	143	05/24/2013
313385AT3	791	Fed Home Loan Bank		10/09/2012	6,000,000.00	5,999,940.00	5,999,688.33	0.110	0.112	17	01/18/2013
313385BX3	795	Fed Home Loan Bank		12/20/2012	8,000,000.00	7,999,600.00	7,999,800.00	0.020	0.020	45	02/15/2013
313385CM6	796	Fed Home Loan Bank		12/20/2012	9,000,000.00	8,999,280.00	8,999,557.50	0.030	0.030	59	03/01/2013
313385DB9	797	Fed Home Loan Bank		12/20/2012	9,000,000.00	8,999,100.00	8,999,452.50	0.030	0.030	73	03/15/2013
<b>Subtotal and Average</b>			<b>29,351,925.14</b>		<b>45,000,000.00</b>	<b>44,994,560.00</b>	<b>44,995,005.27</b>		<b>0.056</b>	<b>68</b>	
<b>Treasury Discounts -Amortizing</b>											
<b>Subtotal and Average</b>			<b>5,322,528.90</b>								
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			50,000,000.00	50,056,361.55	50,000,000.00	0.326	0.326	1	
<b>Subtotal and Average</b>			<b>50,000,000.00</b>		<b>50,000,000.00</b>	<b>50,056,361.55</b>	<b>50,000,000.00</b>		<b>0.326</b>	<b>1</b>	
<b>Total and Average</b>			<b>123,605,229.95</b>		<b>162,436,014.34</b>	<b>162,504,185.89</b>	<b>162,446,630.26</b>		<b>0.250</b>	<b>266</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**December 31, 2012**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10104	10104	American Benefit Plan Admin		07/01/2012	15,000.00	15,000.00	15,000.00		0.000	1
SYS10033	10033	Revolving Fund		07/01/2012	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank of California		07/01/2012	813,056.12	813,056.12	813,056.12		0.000	1
SYS361	361	YORK		07/01/2012	250,000.00	250,000.00	250,000.00		0.000	1
		<b>Average Balance</b>	<b>0.00</b>	<b>Accrued Interest at Purchase</b>		<b>10,250.00</b>	<b>10,250.00</b>			<b>1</b>
				<b>Subtotal</b>		<b>1,108,306.12</b>	<b>1,108,306.12</b>			
		<b>Total Cash and Investmentss</b>	<b>123,605,229.95</b>		<b>163,534,070.46</b>	<b>163,612,492.01</b>	<b>163,554,936.38</b>		<b>0.250</b>	<b>266</b>

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

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	( 01/01/2013 - 01/01/2013 )	6 Maturities	0 Payments	78,534,070.46	48.02%	78,534,070.46	78,590,432.01
Aging Interval:	1 - 30 days	( 01/02/2013 - 01/31/2013 )	2 Maturities	0 Payments	16,000,000.00	9.78%	15,999,291.11	15,999,340.00
Aging Interval:	31 - 60 days	( 02/01/2013 - 03/02/2013 )	3 Maturities	0 Payments	21,000,000.00	12.84%	20,999,081.94	20,998,760.00
Aging Interval:	61 - 91 days	( 03/03/2013 - 04/02/2013 )	1 Maturities	0 Payments	9,000,000.00	5.50%	8,999,452.50	8,999,100.00
Aging Interval:	92 - 121 days	( 04/03/2013 - 05/02/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	( 05/03/2013 - 06/02/2013 )	1 Maturities	0 Payments	9,000,000.00	5.50%	8,996,782.50	8,996,760.00
Aging Interval:	153 - 183 days	( 06/03/2013 - 07/03/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	( 07/04/2013 - 10/02/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	( 10/03/2013 - 01/01/2014 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 01/02/2014 - 01/01/2016 )	2 Maturities	0 Payments	15,000,000.00	9.17%	15,000,510.42	14,998,110.00
Aging Interval:	1096 - 1825 days	( 01/02/2016 - 12/31/2017 )	2 Maturities	0 Payments	15,000,000.00	9.17%	15,015,497.45	15,019,740.00
Aging Interval:	1826 days and after	( 01/01/2018 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
<b>Total for</b>			<b>17 Investments</b>	<b>0 Payments</b>		<b>100.00</b>	<b>163,544,686.38</b>	<b>163,602,242.01</b>



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2012 includes an increase of \$60,965 to the LAIF investment and an increase of \$23,121 to the remaining investments.
- Note 4: The Highmark money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



## *Local Agency Investment Fund (LAIF)*

As of December 31, 2012, OCFA has \$50,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of December 31, 2012 is 1.001127231. When applied to OCFA's LAIF investment, the fair value is \$50,056,362 or \$56,362 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at December 31, 2012 is included on the following page.

**State of California  
Pooled Money Investment Account  
Market Valuation  
12/31/2012**

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
<b>United States Treasury:</b>				
Bills	\$ 20,014,359,193.25	\$ 20,028,817,536.91	\$ 20,033,448,800.00	NA
Notes	\$ 14,732,478,642.74	\$ 14,732,478,642.74	\$ 14,775,668,500.00	\$ 12,869,927.00
<b>Federal Agency:</b>				
SBA	\$ 525,864,983.85	\$ 525,864,983.85	\$ 526,379,724.76	\$ 543,304.13
MBS-REMICs	\$ 256,334,642.80	\$ 256,334,642.80	\$ 278,039,972.37	\$ 1,226,041.18
Debentures	\$ 1,200,310,087.04	\$ 1,200,310,087.04	\$ 1,201,248,000.00	\$ 1,182,334.00
Debentures FR	\$ -	\$ -	\$ -	\$ -
Discount Notes	\$ 3,194,940,722.24	\$ 3,197,374,444.44	\$ 3,198,546,000.00	NA
GNMA	\$ 4,952.66	\$ 4,952.66	\$ 4,986.48	\$ 49.61
IBRD Debenture	\$ 399,961,857.92	\$ 399,961,857.92	\$ 400,580,000.00	\$ 83,332.00
IBRD Deb FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ 400,000,000.00	\$ 400,000,000.00	\$ 400,000,000.00	\$ 272,747.22
Bank Notes	\$ -	\$ -	\$ -	\$ -
CDs and YCDs	\$ 4,800,000,000.00	\$ 4,800,000,000.00	\$ 4,799,224,554.94	\$ 618,736.09
Commercial Paper	\$ 1,599,600,611.08	\$ 1,599,644,083.29	\$ 1,598,907,347.22	NA
<b>Corporate:</b>				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,333,640,000.00	\$ 4,333,640,000.00	\$ 4,333,640,000.00	NA
AB 55 & GF Loans	\$ 11,739,482,016.23	\$ 11,739,482,016.23	\$ 11,739,482,016.23	NA
<b>TOTAL</b>	<b>\$ 63,196,977,709.81</b>	<b>\$ 63,213,913,247.88</b>	<b>\$ 63,285,169,902.00</b>	<b>\$ 16,796,471.23</b>

Fair Value Including Accrued Interest

\$ 63,301,966,373.23

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

The value of each participating dollar equals the fair value divided by the amortized cost ( 1.001127231).  
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,022,544.61 or \$20,000,000.00 x 1.001127231.





***Orange County Fire Authority***  
***Preliminary Investment Report***  
***January 25, 2013***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**January 25, 2013**

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

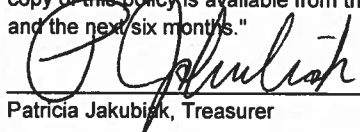
(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	6,103,034.48	6,103,034.48	6,103,034.48	4.62	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	7,000,000.00	6,996,290.00	6,998,965.55	5.30	79	76	0.070	0.071
Federal Agency Coupon Securities	30,000,000.00	30,001,590.00	30,014,761.54	22.72	1,393	1,307	0.677	0.687
Federal Agency Disc. -Amortizing	39,000,000.00	38,996,960.00	38,996,587.78	29.52	90	51	0.047	0.048
Local Agency Investment Funds	50,000,000.00	50,056,361.55	50,000,000.00	37.85	1	1	0.322	0.326
<b>Investments</b>	<b>132,103,034.48</b>	<b>132,154,236.03</b>	<b>132,113,349.35</b>	<b>100.00%</b>	<b>348</b>	<b>316</b>	<b>0.293</b>	<b>0.297</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	776,964.66	776,964.66	776,964.66		1	1	0.000	0.000
Accrued Interest at Purchase		10,250.00	10,250.00					
Subtotal		787,214.66	787,214.66					
<b>Total Cash and Investments</b>	<b>132,879,999.14</b>	<b>132,941,450.69</b>	<b>132,900,564.01</b>		<b>348</b>	<b>316</b>	<b>0.293</b>	<b>0.297</b>

Total Earnings	January 25 Month Ending	Fiscal Year To Date
Current Year	26,692.99	212,198.52
Average Daily Balance	148,176,634.52	117,427,420.16
Effective Rate of Return	0.26%	0.32%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2013. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

  
 Patricia Jakubiak, Treasurer      2/1/13

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)	\$ 132,900,564.01
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 84,085.98
<b>Total</b>	<b>\$ 132,984,649.99</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**January 25, 2013**

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	High Mark 100% US Treasury MMF			6,103,034.48	6,103,034.48	6,103,034.48	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>15,192,650.79</b>		<b>6,103,034.48</b>	<b>6,103,034.48</b>	<b>6,103,034.48</b>		<b>0.001</b>	<b>1</b>	
<b>Commercial Paper Disc. -Amortizing</b>											
36959HRC3	802	GEN ELEC CAP CRP		01/23/2013	7,000,000.00	6,996,290.00	6,998,965.55	0.070	0.071	76	04/12/2013
<b>Subtotal and Average</b>			<b>6,039,778.90</b>		<b>7,000,000.00</b>	<b>6,996,290.00</b>	<b>6,998,965.55</b>		<b>0.071</b>	<b>76</b>	
<b>Federal Agency Coupon Securities</b>											
3133ECBT0	799	Federal Farm Credit Bank		12/26/2012	9,000,000.00	8,994,060.00	9,000,000.00	0.375	0.375	881	06/26/2015
3133804V6	787	Fed Home Loan Bank		08/09/2012	6,000,000.00	6,000,300.00	6,000,406.25	1.000	0.981	1,656	08/09/2017
313380B22	788	Fed Home Loan Bank		08/20/2012	6,000,000.00	6,000,120.00	6,000,250.00	0.450	0.440	936	08/20/2015
3133813R4	800	Fed Home Loan Bank		12/20/2012	9,000,000.00	9,007,110.00	9,014,105.29	1.000	0.966	1,748	11/09/2017
<b>Subtotal and Average</b>			<b>30,015,359.77</b>		<b>30,000,000.00</b>	<b>30,001,590.00</b>	<b>30,014,761.54</b>		<b>0.687</b>	<b>1,307</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313589BH5	792	Fed Natl Mortg Assoc		11/29/2012	4,000,000.00	4,000,000.00	3,999,946.67	0.080	0.081	6	02/01/2013
313397FZ9	798	Freddie Mac		12/20/2012	9,000,000.00	8,997,930.00	8,997,345.00	0.090	0.091	118	05/24/2013
313385BX3	795	Fed Home Loan Bank		12/20/2012	8,000,000.00	7,999,840.00	7,999,911.11	0.020	0.020	20	02/15/2013
313385CM6	796	Fed Home Loan Bank		12/20/2012	9,000,000.00	8,999,640.00	8,999,745.00	0.030	0.030	34	03/01/2013
313385DB9	797	Fed Home Loan Bank		12/20/2012	9,000,000.00	8,999,550.00	8,999,640.00	0.030	0.030	48	03/15/2013
<b>Subtotal and Average</b>			<b>43,075,878.05</b>		<b>39,000,000.00</b>	<b>38,996,960.00</b>	<b>38,996,587.78</b>		<b>0.048</b>	<b>51</b>	
<b>Treasury Discounts -Amortizing</b>											
<b>Subtotal and Average</b>			<b>3,839,985.07</b>								
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Investmt Fund			50,000,000.00	50,056,361.55	50,000,000.00	0.326	0.326	1	
<b>Subtotal and Average</b>			<b>50,012,981.94</b>		<b>50,000,000.00</b>	<b>50,056,361.55</b>	<b>50,000,000.00</b>		<b>0.326</b>	<b>1</b>	
<b>Total and Average</b>			<b>148,176,634.52</b>		<b>132,103,034.48</b>	<b>132,154,236.03</b>	<b>132,113,349.35</b>		<b>0.297</b>	<b>316</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**January 25, 2013**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10104	10104	American Benefit Plan Admin		07/01/2012	15,000.00	15,000.00	15,000.00		0.000	1
SYS10033	10033	Revolving Fund		07/01/2012	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank of California		07/01/2012	491,964.66	491,964.66	491,964.66		0.000	1
SYS361	361	YORK		07/01/2012	250,000.00	250,000.00	250,000.00		0.000	1
		<b>Average Balance</b>	<b>0.00</b>	<b>Accrued Interest at Purchase</b>		<b>10,250.00</b>	<b>10,250.00</b>			<b>1</b>
				<b>Subtotal</b>		<b>787,214.66</b>	<b>787,214.66</b>			
		<b>Total Cash and Investments</b>	<b>148,176,634.52</b>		<b>132,879,999.14</b>	<b>132,941,450.69</b>	<b>132,900,564.01</b>		<b>0.297</b>	<b>316</b>

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**ORANGE COUNTY FIRE AUTHORITY  
Aging Report  
By Maturity Date  
As of January 26, 2013**

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	( 01/26/2013 - 01/26/2013 )	6 Maturities	0 Payments	56,879,999.14	42.81%	56,879,999.14	56,936,360.69	
Aging Interval:	1 - 30 days	( 01/27/2013 - 02/25/2013 )	2 Maturities	0 Payments	12,000,000.00	9.03%	11,999,857.78	11,999,840.00	
Aging Interval:	31 - 60 days	( 02/26/2013 - 03/27/2013 )	2 Maturities	0 Payments	18,000,000.00	13.55%	17,999,385.00	17,999,190.00	
Aging Interval:	61 - 91 days	( 03/28/2013 - 04/27/2013 )	1 Maturities	0 Payments	7,000,000.00	5.27%	6,998,965.55	6,996,290.00	
Aging Interval:	92 - 121 days	( 04/28/2013 - 05/27/2013 )	1 Maturities	0 Payments	9,000,000.00	6.77%	8,997,345.00	8,997,930.00	
Aging Interval:	122 - 152 days	( 05/28/2013 - 06/27/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	153 - 183 days	( 06/28/2013 - 07/28/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	184 - 274 days	( 07/29/2013 - 10/27/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	275 - 365 days	( 10/28/2013 - 01/26/2014 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	366 - 1095 days	( 01/27/2014 - 01/26/2016 )	2 Maturities	0 Payments	15,000,000.00	11.29%	15,000,250.00	14,994,180.00	
Aging Interval:	1096 - 1825 days	( 01/27/2016 - 01/25/2018 )	2 Maturities	0 Payments	15,000,000.00	11.29%	15,014,511.54	15,007,410.00	
Aging Interval:	1826 days and after	( 01/26/2018 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00	
			<b>Total for</b>	<b>16 Investments</b>	<b>0 Payments</b>		<b>100.00</b>	<b>132,890,314.01</b>	<b>132,931,200.69</b>



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2012 includes an increase of \$60,965 to the LAIF investment and an increase of \$23,121 to the remaining investments.
- Note 4: The Highmark money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

**CONSENT CALENDAR - AGENDA ITEM NO. 3**  
**EXECUTIVE COMMITTEE MEETING**  
**February 28, 2013**

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief  
Business Services Department

SUBJECT: **Second Quarter Financial Newsletter – *October to December 2012***

Summary:

This agenda item is submitted to provide information regarding FY 2012/13 second quarter revenue and expenditures in the General Fund and the Capital Improvement Program Funds.

Committee Action:

At its February 13, 2013, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Receive and file the report.

Background:

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and type. Revenues and expenditures for the Capital Improvement Program (CIP) Funds are also included. For the most part, revenues and expenditures for the General Fund and the CIP Funds are within budgetary expectations for this reporting period. Any notable items are detailed in the attached newsletter.

Impact to Cities/County:

Not Applicable

Fiscal Impact:

Not Applicable

Staff Contacts for Further Information:

Stephan Hamilton, Budget Manager  
[stephanhamilton@ocfa.org](mailto:stephanhamilton@ocfa.org)  
(714) 573-6302

Tricia Jakubiak, Treasurer  
[triciajakubiak@ocfa.org](mailto:triciajakubiak@ocfa.org)  
(714) 573-6301

Attachment:

Second Quarter Financial Newsletter – *October to December 2012*





### OVERVIEW

This report covers activities for the second quarter of FY 2012/13. There were no significant budget adjustments during the second quarter. However, noteworthy items not yet included in the budget are reimbursements and related backfill/overtime for emergency activity, the anticipated reduction in Fire Prevention fee revenue, the extension of the handcrew program and the service modifications made in the City of Stanton, all of which, among other items, will be included as part of the proposed mid-year budget adjustment.

### GENERAL FUND

With 50% of the fiscal year completed, General Fund revenues are 52.2% of budget and expenditures are at 49.8% as shown below:

General Fund	Budget	YTD Actual	Percent
Revenues	288,995,705	150,779,322	52.2%
Expenditures	284,505,605	141,743,398	49.8%

**Top Five Revenues.** Our top five revenue sources represent 95.8% of our total revenue this fiscal year, giving us an excellent picture of our revenue position. Overall, these key revenues are performing as anticipated for this point in the fiscal year based on billing/payment schedules and past trends. Highlights are noted as follows:

Top Five Revenues	Budget	YTD Actual	% Rec'd
Property Taxes	180,025,636	93,313,203	51.8%
Cash Contracts	82,869,384	44,024,705	53.1%
Ambulance Reimb.	4,570,574	881,280	19.3%
Fire Prevention Fees	5,346,949	2,368,430	44.3%
State Reimb.	4,122,852	3,680,773	89.3%
<b>Total</b>	<b>276,935,395</b>	<b>144,268,391</b>	<b>52.1%</b>

- **Property tax.** Second quarter activity includes three distributions of secured property taxes, the first distribution of homeowners' property tax relief and three distributions of supplemental taxes. Secured property tax, the largest component of our property tax, is coming in slightly better than last year and we are seeing a downward trend in refunds. Projections continue

to show a \$1.7 million increase in secured compared to budget. Staff will continue to monitor all property tax sources and will return to the Board with a mid-year budget adjustment, if necessary.

- **Cash Contracts.** Activities include billing to the cash contract cities and John Wayne Airport. The total percentage is greater than 50% due primarily to the City of Santa Ana being billed monthly in advance.
- **Fire Prevention Fees.** Inspection Services revenue is low at 26.5% of budget. This revenue source has been delayed due to the temporary stoppage of inspections related to the audit of inspection records and the current investigation by the District Attorney. Pending completion of the audit, duplicate inspection forms were generated, allowing inspection activity to restart in December 2012.
- **Ambulance Reimbursement.** The percentage received for this revenue category is typically lower than budget until year-end closing, due to the timing of payments. Current ambulance contracts require ambulance companies to remit reimbursements to OCFA 90-days following the close of each month.
- **State Reimbursement.** Assistance-by-hire reimbursements for out-of-county fire activities have exceeded budget causing the percentage received for this category of revenue to be higher than 50%. This revenue category will be considered for a mid-year adjustment.

**Expenditures.** Expenditures for the second quarter of the fiscal year as summarized by department.

Expenditures By Department	Budget	YTD Actual	% Expended
Executive Mgt.	5,260,989	2,385,538	45.3%
HR Division	5,757,668	2,945,861	51.2%
Operations	228,422,706	115,382,326	50.5%
Fire Prevention	12,096,575	5,690,249	47.0%
Business Services	11,214,223	4,388,744	39.1%
Support Services	21,753,444	10,950,680	50.3%
<b>Total Expenditures</b>	<b>284,505,605</b>	<b>141,743,398</b>	<b>49.8%</b>

Key variances by department include: (see next page)

- **Human Resources Division.** Expenditures include the annual insurance premiums, which are paid in full each July.
- **Operations Department.** Expenditures exceed 50% due primarily to extraordinary backfill/overtime related to emergency out-of-county assistance-by-hire activities for which reimbursement is anticipated. This item will be considered for a mid-year budget adjustment.

- The expenditure budget includes \$2.2 million for the purchase of the second half of the hangar at Station 41 (Fullerton Airport). Although there have been delays it is anticipated that the project will be completed before the end of June. The noted construction delay is related to the new facility where the tenants currently housed in the second half of the hangar will be relocated.

Expenditures as summarized by type:

Expenditures by Type	Budget	YTD Actual	% Expended
S&EB	261,635,980	132,478,936	50.6%
S&S	22,781,447	9,197,170	40.4%
Equipment	88,178	67,292	76.3%
<b>Total</b>	<b>284,505,605</b>	<b>141,743,398</b>	<b>49.8%</b>

Key variances by type include:

- Total S&EB is exceeding 50% due primarily to the emergency backfill/overtime as noted above under the Operations Department.

### CIP FUNDS

The following summarizes year-to-date revenues and expenditures for the Capital Improvement Program funds. Overall, revenues and expenditures are on target for the first quarter of the fiscal year. Any variances are noted as follows.

#### Facilities Maintenance & Improvement

Fund 122	Budget	YTD Actual	Percent
Revenue	157,484	124,964	79.4%
Expenditures	1,691,449	325,392	19.2%

- Revenue from cash contract cities for facilities maintenance is higher than originally estimated. This revenue source results from reimbursement of expenditures that occurred in the prior year. Final reimbursement amounts are not known when the budget is developed; therefore estimates are used and then supplemented with a mid-year adjustment, as appropriate.
- Cost containment measures continue with projects being deferred whenever possible.

#### Capital Projects

Fund 123	Budget	YTD Actual	Percent
Revenue	102,518	142,966	139.5%
Expenditures	2,201,900	63,863	2.9%

#### Communications & Info. Systems Replacement

Fund 124	Budget	YTD Actual	Percent
Revenue	939,555	176,344	18.8%
Expenditures	15,324,465	3,835,863	25.0%

- The expenditure budget includes \$10 million for the Public Safety System project. The contract for the CAD portion of the system has been signed and the purchase order for \$2.8 million was issued in October. Negotiations for the other two parts of the system (fire prevention and incident reporting) are still to be completed.
- The revenue budget includes state reimbursements of \$828,000 for replacement of the 911 telephone system. Negotiations with the vendor are continuing.

#### Vehicle Replacement

Fund 133	Budget	YTD Actual	Percent
Revenue	2,530,993	820,789	32.4%
Expenditures	9,720,267	1,965,120	20.2%

- Year-to-date expenditure activity includes the lease-purchase financing agreement payments for the helicopters.
- Both the revenue and expenditure budgets include \$960,000 for vehicle purchases under US&R and State Homeland Security grant programs.
- Cost containment measures continue with vehicle purchases being deferred whenever possible.

### SUMMARY

**For more information.** This summary is based on detailed information from our financial system. If you would like more information or have any questions about the report, please contact Stephan Hamilton, Budget Manager at 573-6302 or Tricia Jakubiak, Treasurer at 573-6301.

**CONSENT CALENDAR - AGENDA ITEM NO. 4**  
**EXECUTIVE COMMITTEE MEETING**  
**February 28, 2013**

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief  
Business Services Department

SUBJECT: **Establish a Standard Staff Report Format for the Recommended Award of Contracts Resulting from Request for Proposal Processes**

Summary:

This agenda item is submitted to the Committee to review a proposed standard staff report format for the recommended award of contracts resulting from Request for Proposal (RFP) processes.

Committee Action:

At its February 13, 2013, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Approve the submitted standard staff report format for the recommended award of contracts resulting from a Request for Proposal process.

Background:

There are a few different competitive methods used by public agencies for obtaining goods and services, such as an Invitation for Bids (IFB) and the Request for Proposal (RFP). Many of the procurements made today are more complex in nature. As a result, there has been a growth in the use of the RFP as a procurement process to achieve best value.

The differences between the RFP and IFB process are an RFP allows an agency to consider predetermined factors such as qualifications, experience, method of approach and price when making an award and an IFB is awarded based on lowest price from a responsive responsible bidder. An RFP also allows the pricing and other elements of the proposal to be negotiated before finalizing the contract.

The RFP solicitation allows OCFA to describe needs and the key criteria which will be used in evaluating proposals while outlining the terms and conditions under which the respondent will operate or supply their goods and services. *The key criteria and associated weighting used to evaluate RFPs will vary in each competitive process, depending on the type of services being solicited. The point value defined in the RFP cannot be changed once the RFP is issued. The selection and subsequent award must be made as described in the solicitation.*

There has been recent discussion involving contract award agenda items placed before the Executive Committee of the Board, focused on the quality and depth of information being provided in the associated staff reports, and focusing on the duration of proposed contracts. Therefore, to ensure that the information provided will match the Board's expectations in a consistent matter, staff is proposing the submitted standard staff report format for consideration and approval. While the specific details of each RFP process will vary, should this standard format be approved, staff will ensure that the elements included in the attached staff report will always be included in future staff reports, at a minimum.

***Recap of Past Purchasing Policies Adopted***

In addition to providing the proposed standard staff report format (Attachment 1), we have also included the staff reports and attachments associated with two policy issues which the OCFA Board of Directors previously adopted.

One prior policy adopted by the Board pertained to the duration of contracts (Attachment 2). This policy was presented to the Board pursuant to Board-member direction and intent that longer-duration contracts would allow for better pricing from vendors, and result in less repetitive work effort associated with repeated bidding of the same services.

The other prior policy adopted by the Board pertained to the weight that would be applied to pricing in RFP processes (Attachment 3). This policy recognized that pricing is important, and therefore deserving of significant weight in the grading criteria, but it also recognized that pricing would not be the sole grading criteria when evaluating RFPs.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Debbie Casper, C.P.M., CPPB, Purchasing & Materials Manager

[debbiecasper@ocfa.org](mailto:debbiecasper@ocfa.org)

(714) 573-6641

Attachments:

1. Proposed Standard Staff Report Format for Award of Contracts Resulting from RFPs
2. Contract Duration Policy – November 15, 2007
3. Purchasing Policy for Consideration of Price in the RFP Process – September 27, 2012

## Sample Staff Report

***Standard Staff Report Format for Award of Contracts Resulting from RFP***  
*(Includes Hypothetical Project, RFP Process, Bidders, and Award Recommendation)*

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**CONSENT CALENDAR - AGENDA ITEM NO. XX**  
**EXECUTIVE COMMITTEE MEETING**  
**February 28, 2013**

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief  
Business Services Department

SUBJECT: **Request for Proposal No. 123456 - Professional Consulting Services**

Summary:

This agenda item is submitted for approval of an agreement for professional consulting services with ABC Services, Inc. to perform actuarial valuation studies of various programs.

Recommended Action:

Approve and authorize the Fire Chief to execute the proposed agreement for professional consulting services with ABC Services, Inc. to perform actuarial valuation studies of various programs for an initial term of three years at \$50,000 per year plus two optional one-year renewal periods at \$55,000 per year.

Background:***RFP Facts & Figures***

Department/Section:	Business Svcs./Treasury & Financial Planning
Date RFP Issued:	January 1, 2013
Pre-Proposal Date:	January 15, 2013
Proposal Due Date:	January 30, 2013
Number Vendors Notified via Planet Bids:	150
Additional Vendors Notified via Email / Phone:	15
Number Vendors Attending Pre-Proposal Mtg:	10
Number of Proposals Received:	8
Number of Vendors Invited for Interview:	3

***Project Description***

The Treasury & Financial Planning Section has historically contracted for professional consulting services to perform actuarial valuation studies of various programs. In an effort to assess our current services and cost competitiveness, staff issued a Request for Proposals (RFP) for these Professional Consulting Services, as outlined above.

***Standard Staff Report Format for Award of Contracts Resulting from RFP***  
*(Includes Hypothetical Project, RFP Process, Bidders, and Award Recommendation)*

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***Proposal Evaluations***

A committee was formed to evaluate the proposals based upon the grading/selection criteria set forth in the RFP. The committee was comprised of the following members, and signed Committee Member Statements were received from all.

Treasurer, Treasury & Financial Planning, OCFA  
Senior HR Analyst, Human Resources Department, OCFA  
Finance Manager, Finance Division, Specified External Agency

On January 30, 2013, proposals were received from the following vendors:

*(Note: if the list of bid submittals is lengthy, this information may be provided in a supplemental attachment, rather than the body of the staff report.)*

123 Consulting Services	Financial Services Corp.
ABC Services, Inc.	Professional Actuaries, Inc.
Actuarial Services Plus	Retirement Consulting Professionals
Benefit Cost Studies, Inc.	XYZ Professionals

The criteria and weighting used in evaluating the proposals were: method of approach (30 points), technical requirements (20 points), qualification and experience (20 points), initial proposed cost (30 points) as stated in the RFP. Prior to releasing the proposals to the evaluation committee, the OCFA's purchasing staff conducted a review of the proposals to ensure that all requested information had been submitted. As a result, seven of the eight proposals were deemed eligible for the committee's review. The committee is charged with reviewing the proposals and rating them based on the criteria established in the RFP (Attachment 1).

*(Note: Additional dates and details relative to the chronology of the evaluation process may be inserted here or as a supplemental attachment, as applicable for any particular RFP process.)*

On February 7, 2013, the committee members completed their individual scoring of the seven proposals, and submitted their evaluations to Purchasing staff. Purchasing staff summarized the evaluations to arrive at an overall ranking. As a result, the committee recommended short-listing the top three ranked firms, including:

ABC Services, Inc.  
123 Consulting Services  
XYZ Professionals

*(Note: The number of firms that are short-listed can vary from each RFP, typically there is a natural break between the rankings.)*

On February 14, 2013, the committee conducted interviews with the above three top ranked firms. Following the interviews, the committee members individually scored and ranked the

***Standard Staff Report Format for Award of Contracts Resulting from RFP***  
*(Includes Hypothetical Project, RFP Process, Bidders, and Award Recommendation)*

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interviews of the three short-listed firms. The committee members' scores were compiled to arrive at an overall final ranking. As a result, the committee recommended entering into exclusive negotiations with intent to recommend award to the top ranked firm: ABC Services, Inc.

The raw score of each evaluator is converted to a ranking between one and three (*number corresponds to the number of firms short listed*). This method of evaluation is known as the Heisman Method and it is used to prevent one evaluation member from skewing the scores in favor or not in favor of a particular firm (Attachment 2). Final rankings were as follows (*in an actual staff report, detailed scores by criteria, and per raters, will be provided as an attachment*):

<b>Short-Listed Firms</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Evaluator 3</b>	<b>Total</b>
ABC Services, Inc.	1	1	1	3
123 Consulting Services	2	2	3	7
XYZ Professionals	3	3	2	8

\*Grading criteria and points will differ in various RFPs for professional services, depending upon the nature of the services being requested. Grading criteria and the associated maximum point scale for each grading element will always be detailed within the RFP documents.

***Negotiations & Results***

On February 16, 2013, purchasing staff conducted exclusive negotiations with ABC Services, Inc. which included additional clarification of the firm's role in providing the required services, and pricing negotiations. Purchasing staff requested ABC Services, Inc. to provide its best and final offer (BAFO) in pricing and other contract terms that had been discussed.

Through exclusive negotiations, final pricing terms and conditions were negotiated for recommendation to the OCFA Executive Committee, as reflected in the proposed Agreement and summarized in staff's recommended action.

***Purchasing Manager Recommendation:***

I attest that the proposal and evaluation process was conducted in accordance with the OCFA's Purchasing Ordinance and all applicable rules and regulations. Based upon the evaluation committee's recommendation, it is recommended that this contract be awarded to ABC Services, Inc.

Concurrence:

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Debbie Casper, Purchasing Manager

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Date

***Standard Staff Report Format for Award of Contracts Resulting from RFP***  
*(Includes Hypothetical Project, RFP Process, Bidders, and Award Recommendation)*

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Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Contract costs are included in the Treasury & Financial Planning Section's FY 2012/13 budget for services and supplies.

Staff Contact for Further Information:

Debbie Casper, Purchasing Manager

[debbiecasper@ocfa.org](mailto:debbiecasper@ocfa.org)

(714) 573-6641

Attachments:

1. Request for Proposal (on file in the office of the Clerk)
2. Proposal Costs, Ratings, and Ranking Summary Sheet



ORANGE COUNTY FIRE AUTHORITY  
Professional Consulting Services

	ABC Services Inc			123 Consulting Services			XYZ Professionals			Financial Services Corp			Actuarial Services Plus			Professional Actuaries Inc			Retirement Consulting Professionals		
	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
Cost Proposal Evaluators		\$50,000		\$55,000			\$45,000			\$60,000			\$57,000			\$62,000			\$49,500		
A. Method of Approach (30)	30	29	30	29	28	27	27	25	27	26	25	23	27	24	23	24	22	20	23	22	25
B. Technical Requirements (20)	20	19	18	19	19	17	16	16	17	18	16	17	19	20	20	17	17	16	15	15	17
C. Qualifications & Experience (20)	20	19	17	18	17	16	16	15	15	15	15	16	16	15	16	15	15	16	17	17	17
D. Proposed Costs (30)	27	27	27	24.5	24.5	24.5	30	30	30	22.5	22.5	22.5	23.7	23.7	23.7	21.8	21.8	21.8	27.3	27.3	27.3
Sum of Proposal Ratings	97.00	94.00	92.00	90.55	88.55	84.55	89.00	86.00	89.00	81.50	78.50	78.50	85.68	82.68	82.68	77.77	75.77	73.77	82.27	81.27	86.27
Ranking	1	1	1	2	2	4	3	3	2	6	6	6	4	4	5	7	7	7	5	5	3
Sum of Ranking	3			8			8			18			13			21			13		
Presentation (20)	20	20	20	18	15	15	16	14	15												
Interview/Questions (15)	15	15	14	14	10	12	13	9	12												
Sum of Interview Ratings	35	35	34	32	25	27	29	23	27												
Total of both	132.00	129.00	126.00	122.55	113.55	111.55	118.00	109.00	116.00												
Ranking with Presentation	1	1	1	2	2	3	3	3	2												
Sum of Ranking	3			7			8														

**CONSENT CALENDAR - AGENDA ITEM NO. 12**  
**BOARD OF DIRECTORS MEETING**  
**November 15, 2007**

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief  
Business Services Department

SUBJECT: **Establish a Purchasing Policy for Contract Duration**

Summary:

This agenda item is submitted at the direction of a request made at the Executive Committee meeting on April 26, 2007 to review and develop a standard duration for the length of contracts approved by the Board.

Committee Action:

Staff reviewed an initial draft contract duration policy with the Budget and Finance Committee at their meeting on August 8, 2007 and received direction to further refine the policy. A revised policy was submitted, and at their September 12, 2007 meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item. Additionally, at their September 27, 2007 meeting, the Executive Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Approve the submitted Contract Duration Policy for Board-approved multi-year agreements.

Background:

The Department of Defense is credited with initiating the first public sector multi-year contracts in the 1960's. Five-year agreements were established to ensure a consistent supply of weapons systems. This contracting technique has been expanded in the public sector over the years to cover procurement of both supplies and services.

Public sector contracts are typically issued for an initial period of coverage with one or more optional renewal periods. As a probable carryover from the original Department of Defense contracts, the maximum length of most public sector supplies and services contracts is five years.

There is no formal policy at the Orange County Fire Authority governing contract length. Concurrently, there are no restrictions in the Public Contract Code limiting the period of time for which a contract may be issued. Contracts are issued at OCFA for a duration that is deemed most advantageous for the specific supplies or services being purchased. Optional renewal periods are included and approved on a case-by-case basis depending on circumstances.

Factors affecting a contract's duration include:

1. Market Conditions
2. Leverage (Volume & Economy of Scale)
3. Bid Costs
4. Competitiveness of Request (i.e. Number of Suppliers)
5. Comprehensiveness & Cost of Evaluation
6. Start-Up & Transition Costs (Capital Equipment, Technology, Staffing, etc.)
7. Learning Curve
8. Standardization & Consistency
9. Continuity of Service
10. Current & Past Performance

Multi-year contracts can legally bind public agencies to purchase the stated goods or services over the life of the contract as long as the need for goods or services continues to exist and funding is available. These contracts are used to entice suppliers to reduce their costs because they have some assurance of a long-term agreement.

From a public procurement standpoint, varying contract lengths on a case-by-case basis are beneficial for operational purposes. For instance, it may be advantageous to limit an audit services contract to an initial term of three years. Having a “fresh set of eyes” review the books periodically might be considered sound fiscal practice.

Conversely, it would be desirable to issue a long-term agreement (i.e. greater than five years) for a commodity such as turnout clothing. For this type of commodity, an agency-specific standard is established, extensive evaluation and fit testing is conducted, and assembly line adjustments are made at the manufacturer’s plant. Consistency of product over time is also important to front line staff.

Adequate controls are in place for Board-approved contracts to minimize risk and protect the Authority from liability. Several of these controls include termination for convenience, termination for cause, non-appropriation of funds, and price escalation clauses. In addition, insurance, indemnification, payment retention, and performance and payment bonds may be required.

A contract duration policy will provide consistency in the way we structure multi-year contracts. Whereas, the ability to deviate from the standard duration will provide flexibility in circumstances warranting longer periods of coverage. As such, we recommend a varying contract duration policy depending on contract type, as reflected in the attached Contract Duration Policy. Any contract which requires approval by the Executive Committee or Board of Directors would adhere to the duration policy unless otherwise justified in the agenda report.

Impact on Cities/County:  
Not applicable

Fiscal Impact:  
Not Applicable

Staff Contact for Further Information:  
John P. Coggins, Purchasing & Materials Manager  
[johncoggins@ocfa.org](mailto:johncoggins@ocfa.org)  
(714) 573-6641

Attachment  
Contract Duration Policy

Prior Staff Report

**Orange County Fire Authority  
Purchasing Policy  
Contract Duration Standards**

<b>Contract Type</b>	<b>Initial Duration</b>	<b>Board Approved Option Renewal Periods</b>	<b>Total Maximum Contract Duration</b>	<b>Contract Examples</b>
Equipment & Facility Maintenance	5 years	None	5 Years	Janitorial Services
Contract Labor Services	3 Years	Two, 1-Year Option Periods	5 Years	Staff Augmentation, Outsourcing
Professional Services	3 Years	Two, 1-Year Option Periods	5 Years	Financial Audits, Actuarial Services
Software License & Maintenance	5 Years	Board Review at 5-Year Intervals	N/A	Microsoft License Agreements (i.e. Windows XP)
Project-Specific Agreements	Equivalent to Duration of Project	N/A	N/A	Public Works Projects
Intergovernmental Agreements	5 Years	Board Review at 5-Year Intervals	N/A	County Island Agreements

Contracts which require approval by the Executive Committee or Board of Directors that extend beyond the above established standard would be submitted with an explanation justifying the extension. Contracts for a period of time equal to or less than the established standard would require no explanation.

**CONSENT CALENDAR - AGENDA ITEM NO. 6**  
**BOARD OF DIRECTORS MEETING**  
**September 27, 2012**

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief  
Business Services Department

SUBJECT: **Establish a Purchasing Policy for the Consideration of Price in the Request for Proposal Process**

Summary:

This agenda item is submitted to the Board to review the Request for Proposal (RFP) process used for acquiring goods and services and to specifically establish a minimum weighting policy for the pricing component in the RFP evaluation criteria.

Committee Action:

At its September 12, 2012, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Approve the recommended purchasing policy to establish minimum weighting criteria for the consideration of price in the RFP evaluation process.

Background:

There are a few different competitive methods used by public agencies for obtaining goods and services, such as an Invitation for Bids (IFB) and the Request for Proposal (RFP). Many of the procurements made today are more complex in nature. As a result, there has been a growth in the use of the RFP as a procurement process to achieve best value.

The differences between the RFP and IFB process are an RFP allows an agency to consider predetermined factors such as qualifications, experience, method of approach and price when making an award and an IFB is awarded based on lowest price from a responsive responsible bidder. An RFP also allows the pricing and other elements of the proposal to be negotiated before finalizing the contract.

The RFP solicitation allows OCFA to describe a need and the key criteria which will be used in evaluating proposals while outlining the terms and conditions under which the respondent will operate or supply their goods and services. Pricing is one of the criteria evaluated. The point value given to pricing should be as high as possible without undermining the intent to achieve best value. The actual point value could vary between a professional service and a commodity. The point value defined in the RFP cannot be changed unless a new RFP is issued. The selection and subsequent award must be made as described in the solicitation.

There has been recent discussion involving contract award agenda items placed before the Board, or the Executive Committee of the Board, focused on the weighting of price as a criteria when evaluating RFP submittals for contract award. Therefore, to ensure that criteria regarding the weight of pricing will match the Board's expectations in a consistent matter, staff is proposing the following policy statement for Board consideration:

Recommended Purchasing Policy – Minimum Weighting Criteria for Price:

The point value given to pricing when evaluating RFP submittals shall be as high as possible without undermining the intent to achieve best value. In no case should the point value of price be less than 25 percent of the total points available, unless otherwise approved by the Executive Committee or Board of Directors for individual RFPs. The actual point value may vary between a service RFP and a commodity RFP.

For your reference, we have attached a sample Proposal Evaluation Worksheet used by OCFA's Purchasing Section in the evaluation of RFP submittals (Attachment 1). In addition, staff has attached a booklet entitled "A Guide to Public Procurement" which may provide useful information regarding the public procurement process for the Board of Directors, vendors doing business with OCFA, and members of the public (Attachment 2).

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Debbie Casper, C.P.M., CPPB, Purchasing & Materials Manager  
[debbiecasper@ocfa.org](mailto:debbiecasper@ocfa.org)  
(714) 573-6641

Attachments:

1. Proposal Evaluation Worksheet
2. A Guide to Public Procurement (On file with the Office of the Clerk)

**Proposal Evaluation Worksheet for RFP xxx**

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Company: \_\_\_\_\_

**Total A+B+C:** \_\_\_\_\_

Evaluator: \_\_\_\_\_

**Pricing Score D:** \_\_\_\_\_

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

**Total Score:** \_\_\_\_\_

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**A) Method of Approach – Maximum 30 Points**

**Score:** \_\_\_\_\_

- 1) Overall responsiveness of the proposal
- 2) Thoroughness of responses and demonstrated understanding of requirements
- 3) Creativity of proposal and overall proposal content
- 4) Estimated time for completion

**Comments:**

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**B) Technical Requirements – Maximum 20 Points**

**Score:** \_\_\_\_\_

- 1) Proven capability to provide the required services
- 2) Implementation plan
- 3) Responses to proposal questionnaire
- 4) Demonstrated knowledge of the Orange County Fire Authority operations

**Comments:**

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**C) Qualifications and Experience – Maximum 20 Points**

**Score:** \_\_\_\_\_

- 1) Offeror's experience on similar projects
- 2) Qualifications and experience of the firm
- 3) Skills and experience of personnel named in the proposal
- 4) Past performance based on references and other verifiable information
- 5) Soundness and relevance of references

**Comments:**

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## Proposal Evaluation Worksheet for RFP xxx

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Company: \_\_\_\_\_

***This calculation will be done by Purchasing Staff***

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### **D) Pricing – Maximum 30 Points**

**Score:** \_\_\_\_\_

Here is the explanation on how the points will be distributed for pricing.

The lowest responsive price proposal will receive the full 30 points. The next lowest responsive price proposal will receive a deduction from the full 30 points equivalent to the percentage between the lowest and next lowest price proposal.

*If X submits lowest price proposal of \$80.00 and Y submits the next lowest price proposal of \$100, X would receive 30 points and the points for Y would be calculated by the following formula:*

$$30 \times (80/100) = 24 \text{ points for Y.}$$

Calculation below:

Lowest price submitted: \$

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**CONSENT CALENDAR - AGENDA ITEM NO. 5**  
**EXECUTIVE COMMITTEE MEETING**  
**February 28, 2013**

TO: Executive Committee, Orange County Fire Authority

FROM: Craig Kinoshita, Assistant Chief  
Operations Department

SUBJECT: **Purchase of Grant-Funded DuoDote™ Nerve Agent Antidote Kits**

Summary:

This agenda item is submitted to request approval of the purchase of DuoDote™ Nerve Agent Antidote Kits (DuoDote™ Auto-Injectors) using grant funds from the Metropolitan Medical Response System, Homeland Security Grant Program. These kits provide life-saving medication in a timely manner to exposed fire responders, if necessary, in the event of a natural or terrorist incident which resulted in an exposure to chemical and biological agents.

Recommended Action:

Authorize the Purchasing Manager to issue a sole source purchase order to Meridian Medical Technologies™, Inc. for 2,400 DuoDote™ Auto-Injectors for an amount not to exceed \$100,880.64.

Background:

In December of 2003, the President issued Homeland Security Presidential Directive (HSPD)-8 to establish national policy to strengthen the preparedness of the United States to prevent, protect against, respond to, and recover from terrorist attacks. In 2004, OCFA purchased Mark One Nerve Antidote Kits to protect first responders in the event of a natural or terrorist incident which resulted in an exposure to a chemical or biological agent. The OCFA Mark One Nerve Agent Antidote Kits expired and were replaced in 2009 with the DuoDote™ Auto-Injectors, because the Mark One Auto Injector was no longer available.

The OCFA DuoDote™ Auto-Injectors currently assigned to apparatus were purchased in 2009 and were given a life expectancy of 4 years by the manufacture and are due to expire May 2013. The replacement DuoDote™ Auto-Injectors purchased using the Homeland Security Grant Program will continue to provide a high level of protection for first responders in the event of a release of chemical or biological agent.

OCFA will coordinate the procurement and distribution of these new kits utilizing Metropolitan Medical Response System (MMRS), Homeland Security Grant Program funds only for the OCFA.

***Justification for Sole Source Purchase***

Meridian Medical Technologies™, Inc. is the exclusive manufacturer of the DuoDote™ Auto-Injectors. Other distributors offer the same Meridian devices, but due to the size of our order,

Meridian has agreed to sell the auto-injectors direct to the OCFA at the reduced rate of \$38.92 each unit. The total estimated cost for the replacement of 2,400 DuoDote™ Auto-Injectors from Meridian Medical Technologies™, Inc. is \$100,880.64. Meridian Medical Technologies™, Inc. has also agreed to receive and destroy the obsolete kits at no additional cost. Staff received pricing from two distributors with the unit cost of \$51.28 and \$81.07 respectively. The purchase directly through the manufacturer will result in a substantial cost savings. In addition, OCFA anticipates receiving approval to receive 100% reimbursement of costs for the kits through a grant from the US Department of Homeland Security Grant Program Office.

Impact to Cities/County:

The fire personnel within the cities will benefit from this grant. These grant funds will ensure that all fire apparatus within the OCFA have up-to-date Nerve Antidote Agent Kits to help protect first responders in the event of terrorist attack involving chemical or biological agents.

Fiscal Impact:

Grant funds from the 2011 State Homeland Security MMRS program will be used for this purchase and both reimbursement revenue and appropriations are already included in the 2012/13 General Fund budget as approved by the Board of Directors on July 26, 2012.

Staff Contact for Further Information:

Scott Brown, Battalion Chief  
Emergency Medical Services  
[scottbrown@ocfa.org](mailto:scottbrown@ocfa.org)  
(714) 573-6071

Attachments:

None.

**CONSENT CALENDAR - AGENDA ITEM NO. 6**  
**EXECUTIVE COMMITTEE MEETING**  
**February 28, 2013**

TO: Executive Committee, Orange County Fire Authority

FROM: Zenovy Jakymiw, Human Resources Director

SUBJECT: **Approval of Class Specifications**

Summary:

This item seeks approval of new Class Specifications to provide additional levels of classifications within the established Occupational Series, without increasing the number of overall authorized positions.

Recommended Actions:

1. Adopt the attached Class Specification for Buyer and assign the annual salary range of \$52,604 to \$71,532.
2. Adopt the attached Class Specification for Intern I (unpaid position), Intern II and Intern III.
3. Authorize the Human Resources Director to amend the OCFA Table of Class Titles and Master Position Control to include these new classifications and salary ranges.

Background:

The Human Resources Division performs reviews of Authority Class Specifications in an effort to determine if the Class Specifications accurately describe the duties and responsibilities required to be performed by employees appointed to the classification. A recent review of organizational areas within the Authority revealed a need to establish new classifications that perform duties and assume responsibilities at different levels than those of existing classifications. The following identifies the recommended classifications.

***Purchasing and Materials Management Section – Buyer Classification***

The OCFA's Purchasing & Materials Management Section consists of purchasing staff and service center (warehouse/delivery) staff, under the oversight of a Purchasing Manager within the Business Services Department. The purchasing function is currently within the Purchasing Occupational Series, which includes the three classifications of:

1. Purchasing Manager
2. Supervising Purchasing Agent
3. Assistant Purchasing Agent

Currently, only the Purchasing Manager and Supervising Purchasing Agent classifications are filled, with the Assistant Purchasing Agent classification vacant and frozen since 2010, as part of the Authority's cost containment effort.

While the Assistant Purchasing Agent classification remained frozen, it became apparent that an operational need existed for an entry level classification in the Purchasing Occupational Series.

The entry level classification of Buyer will provide support such as researching sourcing options, assisting departments in writing product/service specifications, and implementing procurement contracts for materials and services. The addition of this classification will free up the higher level classifications in the Occupational Series to exert a greater focus in the areas of complex purchases and the competitive RFP processes, which will allow the Authority to achieve a greater level of competitive pricing for purchases.

***Intern I, Intern II, Intern III***

The Authority offers an internship program to students attending college. There are currently only two levels of internships at the Authority available to students. These levels are applied to students who are college juniors and seniors and students enrolled in a Masters Program. Recently the Authority has been contacted by community colleges regarding placement of their students who are designated as freshmen and sophomores.

The purpose of the internship program is to provide an educational opportunity to students by involving them in Authority short-term projects. There are a variety of Authority projects that provide an educational experience in accordance with the students' class standing, including those students attending a community college or completing lower division college course work. As a result, the Authority has created a new classification of Intern I, applicable to students completing lower division college course work. In addition, the Authority has also retitled the prior Intern classifications to Intern II and Intern III. The Intern I classification is a non-paid offering where as the Intern II and III may be paid or non-paid.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

All proposed positions will be funded within the existing budget, using savings from existing vacant positions.

Staff Contact for Further Information:

Zenovy Jakymiw, Human Resources Director  
[zenovyjakymiw@ocfa.org](mailto:zenovyjakymiw@ocfa.org)  
(714) 573-6801

Attachments:

1. Class Specification – Buyer
2. Class Specification – Intern I, Intern II, Intern III



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

Job Title: Buyer

**REPORTS TO:** Supervising Purchasing Agent

**FLSA:** Non-Exempt

**SUPERVISES:** N/A

**CLASS CODE:** 0305

**DEPARTMENT:** Business Services

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### **CLASS SUMMARY:**

Incumbents are responsible for performing entry level professional purchasing and contract activities under general direction, including researching sourcing options, assisting departments in writing specifications, developing and issuing solicitations, developing, coordinating, and implementing procurement contracts for materials and services, processing requisitions and purchase orders, and applying purchasing policies.

### **DISTINGUISHING CHARACTERISTICS:**

The Buyer is the first level in a four level purchasing series. The Buyer is distinguished from the Assistant Purchasing Agent, which requires considerable independence and a higher level of purchasing responsibilities, including preparation of more complex solicitations and negotiation of contracts.

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### **ESSENTIAL FUNCTIONS:** (These duties are intended to be representative sample of the duties performed by the class.)

Conducts research and prepares analytical and narrative reports including recommendations on a variety of procurements and contracts.

Assists departments in writing and refining specifications.

Prepares and issues solicitations.

Establishes contracts for a variety of services and commodities.

Analyzes and evaluates bids, products, and price variables.

Understands and follows oral and written instructions.

Communicates clearly and concisely both orally and in writing.

Interprets and resolves contractual issues.

Assists staff with questions and inquiries related to purchasing.

Meets with vendors as requested.

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Buyer

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Monitors and evaluates the performance of vendors and contracts.

Performs other duties of a similar nature or level.

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#### **MINIMUM QUALIFICATIONS:**

##### **EDUCATION AND EXPERIENCE (position requirements at entry):**

High School Diploma or General Equivalency Diploma (GED) and two years of purchasing experience in a public sector environment; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above. An Associate's Degree in Business Administration is desirable.

##### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

None required.

##### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Problem solving and negotiation strategies;
- Value/cost analysis techniques;
- Purchasing practices and principles;
- Competitive bidding procedures;
- Applicable federal, state, and local laws and regulations;
- Vendor performance evaluation techniques;
- Mathematical concepts;
- Project management methods.

##### **SKILLS (position requirements at entry):**

Skill in:

- Writing and verbal skills;
  - Organizing and prioritizing work;
  - Managing multiple projects concurrently;
  - Collecting, evaluating, and analyzing data;
  - Preparing and presenting reports;
  - Coordinating competitive bidding processes;
  - Analyzing value and costs;
  - Establishing supply sources;
  - Using a computer and related software applications;
  - Conducting research and studies;
  - Evaluating vendors;
  - Performing mathematical calculations;
  - Communication, interpersonal skills as applied to interaction with coworkers, supervisor, vendors, and the general public, etc., sufficient to exchange or convey information and to receive work
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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Buyer**

direction.

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### **PHYSICAL REQUIREMENTS:**

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

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

### **WORKING CONDITIONS:**

Incumbent works in a standard office environment.

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### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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### **Classification History:**

Final prepared by OCFA, Date: February 2013

Human Resources Director Review:

Zenovy Jakymiw \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors, Date: \_\_\_\_\_

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS:

**JOB TITLE: Intern I, II, or III**

**REPORTS TO: Varies**

**FLSA: Non-Exempt**

**CLASS CODE: 0009, 0010, 0011**

**SUPERVISES: N/A**

**DEPARTMENT: Varies**

### **CLASS SUMMARY:**

The College Internship Program is intended to compliment the student's educational experience and to provide a broad understanding of local government and/or fire service administration and operations. The program is designed for students currently enrolled in an undergraduate/graduate level program who are in good standing and who are contemplating a career in the public sector. The program is also designed to assist specific departments in researching, analyzing, and preparing projects of limited duration.

### **DISTINGUISHING CHARACTERISTICS:**

Internships are designed to expose students/non-professionals to a wide variety of administrative, technical and/or managerial aspects of their chosen field. Incumbents perform routine tasks within a procedural framework established by higher-level employees, referring all variations to the supervisor. Work is reviewed on a regular basis for adherence to direction and policy, and overall results. Incumbents in this classification are temporary, at-will employees or unpaid volunteers.

### **ESSENTIAL FUNCTIONS:** (These duties are intended to be representative sample of the duties performed by the class.)

Assist supervisor and department staff members with a variety of administrative, technical, and/or office support duties as assigned.

Performs analytical work on selected policy issues.

Receives and inspects parts and supplies against invoices to ensure correct pricing, quantity, and quality; maintains related records; notifies vendors of problems with incoming parts and supplies.

Participates in the coordination of special projects or activities; may work independently on assigned projects.

Assists with the compilation of information and data for reports; may conduct and report on special studies.

Stores and arranges items; maintains a clean and organized inventory storage area.

Conducts surveys and research.

Prepares and/or types routine reports, correspondence, and records; performs computer data entry to record and retrieve department information.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: Intern I, II, or III

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Attends meetings as appropriate.

Works on special projects and analysis.

Performs routine clerical tasks as needed, including copying and filing documents, answering the telephone, collating materials, and other duties of a similar nature.

Picks up and delivers documents, materials, supplies, etc. as directed.

Performs other duties of a similar nature or level.

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### **MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE (position requirements at entry):**

One year of public contact experience is preferred. Current enrollment in an undergraduate or graduate program in Public Administration, Organizational Development, Fire Administration, Business Administration, Human Resources, Computer Science, Criminal Justice, Communications, or a related field.

Intern I (0090): currently a first-year or second-year college student, with less than 60 credits toward an associates or bachelor's degree, attending a two-year or four-year college or university.

Intern I (0010): currently a college student, junior or senior level, with more than 60 credits toward a bachelor's degree, attending a four-year college or university.

Intern II (0011): currently enrolled in a Master's program or recent graduate from a Master's program.

#### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Valid California Driver's License.

#### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Modern office practices, procedures, and equipment.
- Business English and mathematics.
- Basic computer skills including knowledge of Word and Excel.

#### **SKILLS (position requirements at entry):**

Skill in:

- Operating various types of machinery and equipment, including personal computer, office machines, and motor vehicle.
- Communicating effectively, both orally and in writing.
- Learning to apply OCFA policies, procedures, rules, and regulations.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: Intern I, II, or III

- Collecting and compiling information and data, and preparing related reports.
- Establishing and maintaining cooperative working relationships with those contacted in the course of work.
- Providing quality customer service.

#### **PHYSICAL REQUIREMENTS:**

Positions in this class typically require: extensive sitting, fingering, talking, hearing, seeing, and repetitive motions. Limited driving may be required.

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

#### **WORKING CONDITIONS:**

Incumbents generally work in a standard office environment. Some assignments may require working in varied locations. Incumbents may be subjected to travel.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Final prepared by OCFA, Date: February 2013

Human Resources Director Review: February 2013

Zenovy Jakymiw \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors:

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**CONSENT CALENDAR – AGENDA ITEM NO. 7**  
**EXECUTIVE COMMITTEE MEETING**  
**February 28, 2013**

TO: Executive Committee, Orange County Fire Authority

FROM: Craig Kinoshita, Assistant Chief  
Operations Department

SUBJECT: **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 Anaheim and the Orange County Fire Authority**

Summary:

This item is submitted for approval of the Agreement to Transfer or Purchase Equipment/Services and for Reimbursement of Training Costs for FY 2012 Urban Areas Security Initiative between the City of Anaheim and the Orange County Fire Authority. These resources will be utilized to enhance the OCFA's ability to prevent, prepare for, respond to, and recover from domestic and international terrorism.

Recommended Actions:

1. Approve and authorize the Fire Chief to execute the Agreement to Transfer or Purchase Equipment/Services and for Reimbursement of Training Costs for FY 2012 Urban Areas Security Initiative between the City of Anaheim and the Orange County Fire Authority.
2. Direct staff to include \$196,299.67 in increased revenue and appropriations in the FY 12/13 budget, which will be allocated to reimburse OCFA for preapproved training, travel, overtime, and backfill costs. Any unspent funds will be re-budgeted to the next fiscal year.

Background

On November 13, 2003, the United States Department of Homeland Security released the UASI Grant Program through the Federal Office of Domestic Preparedness. The grant only allowed two cities in Orange County, Anaheim and Santa Ana, to apply for funds through the UASI.

To ensure these funding sources did not undermine the process already in place, all principal parties involved formed a collaborative regional effort to facilitate the needs for the entire operational area. This ensured the funds were utilized to provide for the region and not one particular jurisdiction. Beginning in FY 2006, the two UASI cities combined to form a single entity and have divided the County into two geographic regions. The City of Santa Ana is responsible for the southwest portion of the County and the City of Anaheim is responsible for the northeast portion.

Utilizing the Strategic Initiatives developed by the Urban Area Working Group, priorities were established for equipment, training and planning. This agreement will allow the OCFA to transfer or purchase equipment, and obtain reimbursement for pre-approved training, travel, overtime, and backfill costs through the UASI grant.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

This will result in an increase of \$196,299.67 to revenue and appropriations to the FY 2012/13 budget.

Staff Contact for Further Information:

George Casario, Battalion Chief  
Emergency Planning and Coordination  
[georgecasario@ocfa.org](mailto:georgecasario@ocfa.org)  
714-573-6055

Attachment: (On file in the Office of the Clerk)

Agreement for Transfer or Purchase of Equipment/Services and for Reimbursement of Training Costs for FY12 Urban Area Security Initiative between the City of Santa Ana and the Orange County Fire Authority.

**DISCUSSION CALENDAR - AGENDA ITEM NO. 8**  
**EXECUTIVE COMMITTEE MEETING**  
**February 28, 2013**

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief  
Business Services Department

SUBJECT: **Request for Proposal No. DC1831- Legislative Consulting Services**

Summary:

This agenda item is submitted for approval of a contract for state lobbying services with Nielsen Merksamer Parrinello Gross & Leoni LLP and federal lobbying services with Holland & Knight.

Recommended Actions:

1. Approve and authorize the Fire Chief to sign Agreement for state lobbying services with Nielsen Merksamer Parrinello Gross & Leoni LLP for a term of 5 years for \$60,000 per year over the first two years and \$66,000 over the final three years.
2. Approve and authorize the Fire Chief to sign Agreement for federal lobbying service with Holland and Knight for a term of two years for \$50,400.

Background:

***RFP Facts & Figures***

Department/Section:	Legislative Services
Date RFP Issued:	October, 31, 2012
Pre-Proposal Date:	November 13, 2012
Proposal Due Date:	November 28, 2012
Number Vendors Notified via Planet Bids:	149
Additional Vendors Notified via Email/Phone:	41
Number Vendors Attending Pre-Proposal Meeting:	6
Number of Proposals Providing both State & Federal:	1
Number of Proposals Received providing State:	2 (includes the one listed above)
Number of Proposals Received providing Federal:	7 (2 received late and rejected)
Number of Firms invited for State Interview:	2
Number of Firms invited for Federal Interview:	2

***Project Description***

The OCFA first contracted state lobbying services with Nielsen Merksamer circa 1997, shortly after our separation from the County of Orange. Its services were first engaged to remedy the ordered diversion of \$18 million in Structural Fire Funds due to prior State actions to shift property taxes to schools. In the drafting of this shift the nature of OCFA's unique structure was not considered and unlike other statewide public safety entities we were not protected under the legislation that directed these shifts.

Since that time, the State's ongoing threat to shift property taxes or divert other local revenues continued and OCFA found it necessary and prudent to maintain lobbying services and a presence in Sacramento. In 2012, the OCFA Executive Committee directed staff to conduct an RFP, including the option for award of a joint contract for both state and federal lobbying

services, and seeking cost savings. As a result of that RFP, staff is not recommending a joint contract, but staff's recommendation does provide for a cost savings compared to the contracts for state and federal lobbying services that are currently in place. For state lobbying services, the firm Nielsen Merksamer was rated highest and is recommended for award that will also provide cost savings to OCFA.

The OCFA's federal lobbying services have been provided for over ten years by Thane Young of Van Scoyoc and Associates. Over that time, they have successfully increased funding for the National Urban Search and Rescue (USAR) system to a current annual amount of over \$1 million dollars per task force. The USAR program is a key part of OCFA's annual federal lobbying services along with other Department of Homeland Security grant programs. OCFA also seeks to support wildland fire grant funding via the U.S. Forest Service and other entities that provide grant funds to fire departments and fire safe councils. OCFA's federal needs are focused primarily on key members of the House and Senate Committees that oversee these programs (Attachment 6).

Holland & Knight ranked as the top firm in the RFP for federal lobbying services. This firm demonstrated extensive experience and expertise in a number of fire related municipal issues ranging from interoperability to other homeland security grant programs. They currently represent the City of Phoenix and have begun working with its fire department on issues related to the National USAR system. Holland & Knight provided a reduced annual fee in its final offer resulting in a cost savings to OCFA.

### ***RFP Preparation***

OCFA had not previously issued an RFP for legislative services making it necessary for staff to research the solicitations of other agencies. In addition, Purchasing and Legislative staff performed extensive research on the common practice of both state and federal lobbying firms. It was determined that while one firm appeared to be capable of providing both state and federal lobby services, it is not the common business practice. If OCFA had issued the RFP requiring only firms that provided both state and federal services, the solicitation would have been too restrictive eliminating any competition. The research performed by staff prior to the RFP process was confirmed with only one firm submitting a proposal for both state and federal services.

### ***Proposal Evaluations***

A committee was formed to evaluate the proposals based upon the grading/selection criteria set forth in the RFP. The committee was comprised of the following members, and signed Committee Member Statements were received from all.

Legislative Analyst/Grants Administrator, Legislative Services, OCFA (Federal & State)  
Battalion Chief, Corporate Communications, OCFA (Federal & State)  
Division Chief, USAR Program Manager, OCFA (Federal & State)  
Director of Legislative Affairs, County of Orange (Federal & State)  
Risk Management Safety Officer, Human Resources Department, OCFA (State)  
Senior Accountant, Finance Division, OCFA (Federal)

On November 28, 2012, proposals were received from the following vendors:

State Lobbying Services:

Nielsen Merksamer Parrinello Gross & Leoni	Townsend Public Affairs
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Federal Lobbying Services:

Holland & Knight	Townsend Public Affairs
McAllister & Quinn	Van Scoyoc Associates
Miller Wenhold Capital Strategies	

Federal & State Lobbying Services:

Townsend Public Affairs
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The criteria and weighting used in evaluating the proposals were: method of approach (25 points), qualification and experience (20 points), communication and resources (10 points), partnership strength and value added features (20 points), initial proposed cost (25 points) as stated in the RFP. Prior to releasing the proposals to the evaluation committee, the OCFA's purchasing staff conducted a review of the proposals to ensure that all requested information had been submitted. The committee is charged with reviewing the proposals and rating them based on the criteria established in the RFP (Attachment 1).

The committee members conducted their individual scoring of the firms, and submitted their evaluations to Purchasing staff. Purchasing staff summarized the evaluations to arrive at an overall ranking (Attachment 2 and 3). With the receipt of only two proposals for state services, evaluators agreed that interviews should be conducted with both firms. On December 12, 2012, the committee conducted state interviews.

The evaluation for federal services resulted in a clear separation between two of the five firms. Consideration of interviewing any additional firms would have required interviews with all five of the firms. This would have been an added expense for the firms submitting proposals and was deemed unnecessary based on the results of the evaluation. The two firms that scored the highest in their written proposal were contacted for interviews. The scoring sheets demonstrate (Attachment 3), the clear separation from the two firms interviewed for federal services and those that were not.

Scheduling federal interviews presented some difficulty with the holidays and the unusually late Congressional action at the end of 2012. Unlike prior years Congress was engaged in end of year negotiations over tax increases and federal spending. Congress was also negotiating Hurricane Sandy relief legislation and other FEMA and DHS funding issues. Those negotiations included a number of issues that directly impacted OCFA and other public safety agencies. Federal interviews were conducted over the course of two days, December 18, 2012 and January 7, 2013.



Following the interviews, the committee members individually scored each firm on their presentations (20 points) and response to questions (15 points). The committee members' scores were compiled to arrive at an overall final ranking. As a result, the committee recommended entering into exclusive negotiations for state services with the intent to recommend award to the top ranked firm: Nielsen Merksamer Parrinello Gross & Leoni. For federal services the firms Holland and Knight, and Van Scoyoc Associates were ranked closely and the committee recommended entering into negotiations with both firms. The independent evaluation results of state and federal proposals did not support further consideration of combined services, as shown in the scoring matrixes (Attachment 2 and 3).

The raw score of each evaluator is converted to a ranking between one and two. This method of evaluation is known as the Heisman Method and it is used to prevent one evaluation member from skewing the scores in favor or not in favor of a particular firm (Attachment 2 and 3). The state evaluation panel originally consisted of five individuals, however, due to a family emergency one OCFA evaluator could not attend state interviews and their score was not included in the process. The same process was followed for the federal lobbying contract. Final rankings were as follows:

Short-Listed Firms	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total
<b>State Services</b>						
Nielsen Merksamer	1	X	1	1	1	4
Townsend Public Affairs	2	X	2	2	2	8
<b>Federal Services</b>						
Holland & Knight	1	1	1	1	1	5
Van Scoyoc Assoc.	2	2	2	2	2	10

***Negotiations & Results***

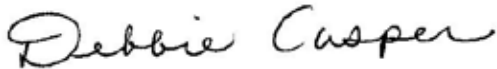
Purchasing staff conducted exclusive negotiations with Nielsen Merksamer Parrinello Gross & Leoni for state services. As part of the contract negotiations and resulting best and final offer (BAFO) for the state services, Nielsen Merksamer Parrinello Gross & Leoni offered a lower cost for the first two years of the contract, if OCFA exercised the full five-year term, instead of the two-year contract with the options for three one-year extensions. This offer meets the contract requirement of the Board adopted policy of a maximum five-year contract term, and offers a \$12,000 savings for the first two years. The standard contract language allows OCFA to cancel the contract with a 30 day cancellation notice, so the risk of the extended contract is minimal. Negotiations for federal services were conducted with both Holland and Knight, and Van Scoyoc Associates. Holland and Knight reduced their price by \$24,000 for the first two years in their BAFO and subsequently ranked higher than Van Scoyoc Associates in the final evaluation. The RFP allows for three one-year extensions to the federal contract.

Through exclusive negotiations, final pricing terms and conditions were negotiated for recommendation to the OCFA Executive Committee, as reflected in the proposed Agreements and summarized in staff's recommended action. The resulting contracts reflect a cost savings of \$42,000 for state lobbyist over 5 years and \$13,200 for federal lobbyist over two years compared to OCFA's current contracts.

***Purchasing Manager Recommendation:***

I attest that the proposal and evaluation process was conducted in accordance with the OCFA's Purchasing Ordinance and all applicable rules and regulations. Based upon the evaluation committee's recommendation, it is recommended that these state and federal lobbyist contracts be awarded to Nielsen, Merksamer, Parrinello, Gross & Leoni LLP, and, Holland and Knight respectively.

Concurrence:



**02/19/2013**

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Debbie Casper, C.P.M., CPPB  
Purchasing Manager  
Impact to Cities/County:  
Not Applicable.

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Date

Fiscal Impact:  
Savings of \$55,200

Staff Contacts for Further Information:  
Jay Barkman, Legislative Analyst  
[jaybarkman@ocfa.org](mailto:jaybarkman@ocfa.org)  
(714) 573-6048

Debbie Casper, Purchasing Manager  
[debbiecasper@ocfa.org](mailto:debbiecasper@ocfa.org)  
(714) 573-6641

- Attachments:
1. Request for Proposal (on file in the office of the Clerk)
  2. State Ranking Scores
  3. Federal Ranking Scores
  4. Nielsen Merksamer Professional Service Agreement
  5. Holland & Knight Professional Service Agreement
  6. House and Senate Committee Rosters

**ORANGE COUNTY FIRE AUTHORITY  
RFP DC1831 - Legislative Consulting - State**

	Neilsen Merksamer Parrinello Gross & Leoni				Townsend Public Affairs			
Cost Proposal (Annual)	<b>\$66,000</b>				<b>\$60,000</b>			
*Evaluators	1	3	4	5	1	3	4	5
A. Method of Approach (25)	24	25	25	25	20	15	23	20
B. Qualifications & Experience (20)	20	20	20	20	15	15	17	15
C. Comm.& Resources (10)	8	10	10	10	5	5	8	5
D. Partnership Strength & Value-Added Features (20)	20	18	20	20	18	10	16	10
E. Proposed Costs (25)	22.7	22.7	22.7	22.7	25	25	25	25
Sum of Proposal Ratings	94.70	95.70	97.70	97.70	83.00	70.00	89.00	75.00
Ranking	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
Initial Sum of Ranking	4				8			
Presentation (20)	20	20	20	20	16	9	15	8
Interview/Questions (15)	15	15	15	15	10	9	12	7
Sum of Interview Ratings	35	35	35	35	26	18	27	15
Total of both written & presentation	<b>129.70</b>	<b>130.70</b>	<b>132.70</b>	<b>132.70</b>	<b>109.00</b>	<b>88.00</b>	<b>116.00</b>	<b>90.00</b>
Ranking with Presentation	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
Final Sum of Ranking	4				8			

*\*Evaluator 2 was not able to attend the presentations, so the evaluator was removed from the process.*

A Best and Final Offer was requested from Neilsen Merksamer Parrinello Gross & Leoni the firm scoring the highest. The result was an offer for a five-year contract with the first two years at \$60,000 per year and years 3-5 at \$66,000.

**ORANGE COUNTY FIRE AUTHORITY  
DC1831 - Legislative Consulting - Federal**

	Van Scoyoc Associates					Holland & Knight					Townsend Public Affairs					McAllister & Quinn					Miller Wenhold Capital Strategies				
<b>Cost Proposal (Annual)</b>	<b>\$57,000</b>					<b>\$62,400</b>					<b>\$60,000</b>					<b>\$57,000</b>					<b>\$60,000</b>				
Evaluators	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
A. Method of Approach (25)	20	23	21	23	25	25	25	25	25	24	20	19	13	23	15	5	15	9	15	10	20	18	8	23	15
B. Qualifications & Experience (20)	15	20	20	20	20	20	20	20	20	20	10	10	9	14	8	10	10	10	10	10	10	9	9	15	10
C. Comm.& Resources (10)	10	10	10	9	9	10	10	9	10	10	10	7	3	8	5	2	4	4	5	5	8	5	4	8	6
D. Partnership Strength & Value-Added Features (20)	20	20	18	19	19	20	20	19	20	19	15	10	10	12	10	10	10	9	10	10	15	9	5	15	10
E. Proposed Costs (25)	25	25	25	25	25	22.8	22.8	22.8	22.8	22.8	23.8	23.8	23.8	23.8	23.8	25	25	25	25	25	23.8	23.8	23.8	23.8	23.8
<b>Sum of Proposal Ratings</b>	<b>90.00</b>	<b>98.00</b>	<b>94.00</b>	<b>96.00</b>	<b>98.00</b>	<b>97.80</b>	<b>97.80</b>	<b>95.80</b>	<b>97.80</b>	<b>95.80</b>	<b>78.80</b>	<b>69.80</b>	<b>58.80</b>	<b>80.80</b>	<b>61.80</b>	<b>52.00</b>	<b>64.00</b>	<b>57.00</b>	<b>65.00</b>	<b>60.00</b>	<b>76.80</b>	<b>64.80</b>	<b>49.80</b>	<b>84.80</b>	<b>64.80</b>
<b>Ranking</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>5</b>	<b>4</b>	<b>5</b>	<b>5</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>3</b>
<b>Written Sum of Ranking</b>	<b>8</b>					<b>7</b>					<b>17</b>					<b>24</b>					<b>19</b>				
Presentation (20)	15	20	20	20	20	15	20	18	18	19															
Interview/Questions (15)	15	13	15	15	15	15	15	15	14	14															
<b>Sum of Interview Ratings</b>	<b>30</b>	<b>33</b>	<b>35</b>	<b>35</b>	<b>35</b>	<b>30</b>	<b>35</b>	<b>33</b>	<b>32</b>	<b>33</b>															
<b>Total of both written &amp; presentation</b>	<b>120.00</b>	<b>131.00</b>	<b>129.00</b>	<b>131.00</b>	<b>133.00</b>	<b>127.80</b>	<b>132.80</b>	<b>128.80</b>	<b>129.80</b>	<b>128.80</b>															
<b>Ranking with Presentation</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>															
<b>Initial Sum of Ranking w/Interview</b>	<b>7</b>					<b>8</b>																			

**Revised Scores with Updated Pricing from BAFO**

	Van Scoyoc Associates					Holland & Knight				
<b>Cost Proposal (BAFO) Annual</b>	<b>\$57,000</b>					<b>\$50,400</b>				
Evaluators	1	2	3	4	5	1	2	3	4	5
A. Method of Approach (25)	20	23	21	23	25	25	25	25	25	24
B. Qualifications & Experience (20)	15	20	20	20	20	20	20	20	20	20
C. Comm.& Resources (10)	10	10	10	9	9	10	10	9	10	10
D. Partnership Strength & Value-Added Features (20)	20	20	18	19	19	20	20	19	20	19
E.*Proposed Costs (25)	22.11	22.11	22.11	22.11	22.11	25	25	25	25	25
<b>Sum of Proposal Ratings*</b>	<b>87.11</b>	<b>95.11</b>	<b>91.11</b>	<b>93.11</b>	<b>95.11</b>	<b>100.00</b>	<b>100.00</b>	<b>98.00</b>	<b>100.00</b>	<b>98.00</b>
<b>Ranking</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>BAFO Sum of Ranking</b>	<b>10</b>					<b>5</b>				
Presentation (20)	15	20	20	20	20	15	20	18	18	19
Interview/Questions (15)	15	13	15	15	15	15	15	15	14	14
<b>Sum of Interview Ratings</b>	<b>30</b>	<b>33</b>	<b>35</b>	<b>35</b>	<b>35</b>	<b>30</b>	<b>35</b>	<b>33</b>	<b>32</b>	<b>33</b>
<b>Total of both</b>	<b>117.11</b>	<b>128.11</b>	<b>126.11</b>	<b>128.11</b>	<b>130.11</b>	<b>130.00</b>	<b>135.00</b>	<b>131.00</b>	<b>132.00</b>	<b>131.00</b>
<b>Ranking with Presentation</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Final Sum of Ranking</b>	<b>10</b>					<b>5</b>				

\*Adjusted to reflect change in BAFO pricing

**NIELSEN MERKSAMER  
PARRINELLO GROSS & LEONI LLP**  
ATTORNEYS AT LAW  
1415 L STREET, SUITE 1200  
SACRAMENTO, CALIFORNIA 95814  
TELEPHONE (916) 446-6752 FAX (916) 446-6106

February 14, 2013

Jay Barkman  
Legislative Analyst/Grants Administrator  
Orange County Fire Authority  
P.O. Box 53008  
Irvine, CA 92619-3008

Re: Engagement for Services

Dear Jay:

This letter sets forth the terms of your engagement of this firm to represent Orange County Fire Authority effective February 1, 2013 concerning legislative and administrative advocacy in connection with pursuit of legislation and election activities that affect the interests of the Authority.

Although Steve Merksamer will be involved with project strategy, he will not contact any legislative, administrative or executive officials in connection therewith. All such contact will be made by myself, Gene Erbin, Cathy Christian, John Moffatt and Missy Johnson who are registered to lobby. As we have discussed, Missy is a member of our government relations team but is not licensed to practice law.

If you request us to perform lobbying or other services not provided for in this letter, a separate written agreement between us will be required.

1. Fees and Services

As we discussed, our monthly retainer fee for services rendered shall be \$5,000 (February 1, 2013-December 31, 2014) and \$5,500 (January 1 2015-December 31, 2017). This retainer will be billed each month in advance. Invoices are due and payable upon receipt and are past due in 30 days. Additionally, expenses incurred in connection with this representation will be billed monthly. Attached is our invoice for February 2013.

Jay Barkman  
February 14, 2013  
Page 2

As we proceed, we will monitor the work to determine if it is more or less extensive than the estimate used to establish this retainer fee. If there is a deviation that warrants a change, we will contact you about modifying this monthly retainer.

I will be the attorney primarily responsible for your legal work although other firm personnel may assist me, as we deem appropriate.

The firm will prepare and, subject to your review and approval, file Lobby Form 635 disclosure reports on your behalf based on the information which you provide us. This work will be billed against the Monthly Retainer upon which we have agreed.

The report will be reviewed and approved by the assigned attorney. The expenses for which you will be billed include \$85.00 per month for the software necessary to prepare and electronically file your Lobbyist Employer reports as required by law. This amount is subject to possible adjustment as of January 1<sup>st</sup> of each year or in response to a change in circumstances.

This contract is terminable by either party with (30) thirty days notice.

## 2. Conflict and Waivers

It is important for you to understand that our law firm represents many clients who participate in the governmental and political process primarily in California but also nationwide. Also, since 1975, Nielsen Merksamer has represented thousands of clients in dealing with, and/or litigating for or against, various governmental agencies and complying with federal, state and local political laws, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects for other clients having different governmental or political objectives, beliefs or views from you.

Additionally, Nielsen Merksamer performs a variety of professional services for its clients, including general counsel matters, litigation, legislative advocacy, regulatory law, political and strategic advice, coalition building, fundraising, and ballot measure and PAC compliance (including preparing federal, state or local disclosure forms). It is certainly possible, even likely, that we will represent these and future clients on matters that may or will be adverse

Jay Barkman  
February 14, 2013  
Page 3

in some way to your interests, but which are not directly related to the matters for which you are retaining us.

Further, we represent County of San Diego whose interests are or in the future may be contrary to yours with regard to fire protection funding. Based on the information that has been provided to us and the nature of our representation of the above client, we do not believe that our representation of you currently involves any actual conflict of interest.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters with you, and you confirm that you do not object to our representation of clients on matters where their governmental or political objectives and/or positions may be different from or adverse to yours, and that you do not object to our representation of such clients on such matters, and you waive any conflict that arises with County of San Diego so that we may continue to represent its interests. You further agree that you will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity.

If conflicts arise between you and County of San Diego relating to fire protection funding, our firm will attempt to resolve those conflicts by bringing you and County of San Diego together to see whether it is possible to resolve the conflict. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Should an actual conflict of interest arise, we will apprise you promptly so that you can decide whether you wish to obtain independent counsel.

Needless to say, these acknowledgments and waivers do not permit our law firm, without your written consent, to represent another client in opposing the specific project for which you have engaged us or in litigation, regulatory proceedings, investigations or administrative actions in which you are an adverse party.

Jay Barkman  
February 14, 2013  
Page 4

3. Acknowledgment

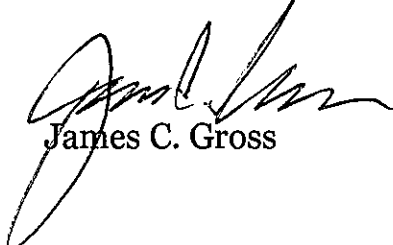
Please read the attached Billing Policy Statement dated January 1, 2013, as it forms part of our agreement. If the foregoing terms of this letter, along with our Billing Policy Statement, are agreeable to you, please sign the enclosed duplicate original of this letter where indicated below and return it to me. Your signature indicates your informed written consent to our representation in accord with the above terms. We encourage you to seek independent counsel regarding the import of this agreement, if you so desire.

This agreement will not take effect, and we will have no obligation to provide legal services, until we receive a signed copy of this letter agreement, together with the payment discussed above, in our office in Sacramento but its effective date will be retroactive to the date we first performed services. Once received by us, this letter agreement, together with the Billing Policy Statement, constitute a contract for the services referenced above.

We look forward to a mutually beneficial working relationship and will do our best to represent you effectively. For additional information regarding our firm, individual attorneys, and practice areas, please visit our website at [www.nmgovlaw.com](http://www.nmgovlaw.com).

Should you have any questions, please do not hesitate to contact me at the above telephone number or by e-mail at [jgross@nmgovlaw.com](mailto:jgross@nmgovlaw.com).

Very truly yours,



James C. Gross

JCG/vj  
7027.02  
Enclosures



Jay Barkman  
February 14, 2013  
Page 5

The undersigned agrees to the terms of this letter agreement and attached Billing Policy Statement.

Orange County Fire Authority

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

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

NIELSEN MERKSAMER  
PARRINELLO GROSS & LEONI LLP  
ATTORNEYS AT LAW  
1415 L STREET, SUITE 1200  
SACRAMENTO, CALIFORNIA 95814  
TELEPHONE (916) 446-6752 FAX (916) 446-6106

**BILLING POLICY STATEMENT  
AND OTHER INFORMATION  
RELATED TO THE ATTORNEY CLIENT AGREEMENT**

**To Our Clients**

Nielsen Merksamer provides clients with monthly invoices for services performed and expenses incurred in connection with the representation. Invoices are due and payable upon receipt and are past due in 30 days.

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees, expenses, billing and payment terms. Accordingly, this statement is intended to explain briefly our billing policies and procedures and other issues related to the attorney-client relationship. We encourage our clients to discuss with us any questions they may have concerning these policies and procedures, either at the inception of our engagement or during its course. Any specific billing arrangements different from the policy of the firm outlined below will be confirmed in a separate written agreement between the client and the firm.

1. **FEIN.**

Nielsen Merksamer's Federal Employer Identification Number is 94-2908148.

2. **Fees for Professional Services.**

Unless a retainer or project fee is specified in our engagement letter, usually fees are calculated by multiplying the number of hours devoted to a client's specific project by the hourly rates of the personnel rendering the services. In circumstances where time is required for more than one client, a portion of the development time may be charged to each benefitted client. In certain cases, which will be discussed in advance with the client and agreed in writing, our fee

January 1, 2013

will be based upon the novelty or difficulty of the issue, or the time or other limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other personnel rendering services on a client's behalf. Attorneys in the firm are generally billed at rates from \$250 to \$985 per hour, and political report specialists, paralegals, law clerks and non-attorney lobbyists are billed at rates from \$145 to \$400 per hour. These hourly rates are reviewed annually and may be adjusted, effective January 1 of any given year. All adjusted rates will be reflected on our subsequent billing statements. If you decline to pay any increased rates, Nielsen Merksamer will have the right to withdraw as your lawyers.

3. Fees for Other Services and Expenses.

It is our policy to serve all of our clients with effective support systems, while at the same time allocating fees and expenses of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for professional services, we also charge for certain other services and expenses, including but not limited to those relating to telephone, telecopier, postage, photocopying, staff overtime when required by the nature of the project, computerized research and computer services for campaign and/or lobbying report preparation, client-secure website services, messenger services, and court filing fees and other court-related costs and expenditures such as court reporter and transcription fees, and expert witness and consultant fees.

4. Advance Payment.

Prior to incurring a large amount of time or expense (e.g., prior to a protracted trial or administrative hearing, etc.), we may require an advance payment or payment to the firm's trust account sufficient to cover estimated fees and expenses.

5. Monthly Invoices and Payment; Client Responsibilities.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, and expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the

firm. The firm will give the client due notice of an intention to discontinue service.

Client agrees to be candid and cooperative with Nielsen Merksamer, keep Nielsen Merksamer reasonably informed of developments and of client's address, telephone number and whereabouts, and timely make any payments as required by the Engagement for Services.

6. Internet Communications.

Nielsen Merksamer may send or receive documents or other information that is covered by the attorney-client or work product privileges, or is otherwise confidential, using external electronic communication ("EC") (via the internet or other network). EC is not an absolutely secure method of communication. By signing the engagement letter, you acknowledge and accept the risk in EC communication, and authorize Nielsen Merksamer to use EC means to communicate with you and others necessary to effectively represent you. If there are certain documents with respect to which you wish to maintain absolute confidentiality, you must advise Nielsen Merksamer in writing not to send them via EC and Nielsen Merksamer will comply with your request.

7. Discharge And/Or Withdrawal of Attorney.

Nielsen Merksamer may withdraw as your counsel at any time, so long as such withdrawal is not inconsistent with the Rules of Professional Conduct of the State Bar of California. Notwithstanding the discharge of Nielsen Merksamer or Nielsen Merksamer's withdrawal, you will remain obligated to pay Nielsen Merksamer for all services provided at the agreed rate(s) and for costs incurred, before the discharge or withdrawal.

8. Possession or Destruction of Files.

After our representation of you has concluded, you have the right to immediate possession of your files, if you choose. If you do not take them within three years, by signing the engagement letter with Nielsen Merksamer, you authorize the firm to destroy the files without further notice to you.

If you have any questions concerning the above policies, please contact us immediately.

NIELSEN MERKSAMER  
PARRINELLO GROSS & LEONI LLP  
ATTORNEYS AT LAW  
1415 L STREET, SUITE 1200  
SACRAMENTO, CALIFORNIA 95814  
TELEPHONE (916) 446-6752 FAX (916) 446-6106

February 1, 2013

Orange County Fire Authority  
P.O. Box 53008  
Irvine, CA 92619-3008

Attention: Jay Barkman

Retainer in connection with pursuit of legislation and  
election activities that affect the interests of the  
Authority for February 2013:

\$5,000.00

TOTAL BILLING

\$5,000.00

Account No. 7027.02  
JCG/vj  
Orange County Fire Authority

PLEASE REFERENCE YOUR CHECK WITH THE ACCOUNT NUMBER AS  
SHOWN ON THE BOTTOM OF YOUR INVOICE, SO YOUR ACCOUNT  
CAN BE PROPERLY CREDITED. THANK YOU.

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 28th day of February, 2013, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and Holland & Knight, a Limited Liability Partnership Law Firm, hereinafter referred to as “Firm”.

**RECITALS**

WHEREAS, OCFA requires the services of a firm for Federal legislative consulting services, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated November 28, 2012 as a response to RFP DC1831, and a Best and Final Offer dated January 31, 2013, copies 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 Officer.

## **1.5 Care of Work.**

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

## **1.6 Additional Services.**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase 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 \$4,200 per month for two years.

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

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

#### **3.3 Changes.**

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

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

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

#### **3.4 Appropriations.**

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



#### **4. PERFORMANCE SCHEDULE**

##### **4.1 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 Officer.

##### **4.3 Force Majeure.**

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

##### **4.4 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 for two years unless extended by mutual written agreement of the parties for up to three additional one-year extensions, but not exceeding five years from the date hereof.

#### **5. COORDINATION OF WORK**

##### **5.1 Representative of Firm.**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Daniel Maldonado.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFa to enter into

this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

## **5.2 Contract Officer.**

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

## **5.3 Prohibition Against Subcontracting or Assignment.**

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

## **5.4 Independent Contractor.**

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

## **6. INSURANCE, INDEMNIFICATION AND BONDS**

### **6.1 Insurance.**

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named

insured shall be delivered to and approved by OCFA prior to commencement of the services hereunder. 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. The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least one million (\$1,000,000) combined single limit coverage per occurrence and professional liability coverage with limits of at least one million dollars (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

## **6.2 Indemnification.**

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

## **7. RECORDS AND REPORTS**

### **7.1 Reports.**

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

### **7.2 Records.**

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

### **7.3 Ownership of Documents.**

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

### **7.4 Release of Documents.**

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

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law.**

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

### **8.2 Waiver.**

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

### **8.3 Rights and Remedies are Cumulative.**

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

#### **8.4 Legal Action.**

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

#### **8.5 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 Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

#### **8.6 Termination for Default of Firm.**

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

#### **8.7 Attorneys' Fees.**

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

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

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

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any

amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Covenant Against Discrimination.**

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

**10. MISCELLANEOUS PROVISIONS**

**10.1 Confidentiality.**

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

**10.2 Notice.**

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

Orange County Fire Authority  
Attention: Jay Barkman  
1 Fire Authority Road  
Irvine, CA 92602

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

To Firm:

Holland & Knight  
Attention: Daniel Maldonado  
800 17<sup>th</sup> Street, NW Suite 1100  
Washington DC 20006

**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: \_\_\_\_\_

Chairman, Board of Director

**APPROVED AS TO FORM.**

**ATTEST:**

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

DAVID E. KENDIG  
GENERAL COUNSEL

\_\_\_\_\_

Sherry A.F. Wentz  
Clerk of the Board

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

**“FIRM”**

**HOLLAND & KNIGHT**

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

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





## COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE

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# Economic Development, Public Buildings and Emergency Management



*Rep. Lou Barletta (R-PA)*

*Chairman*

The Subcommittee on Economic Development, Public Buildings and Emergency Management oversees a broad range of federal programs and activities.

The Subcommittee conducts oversight of programs addressing the federal management of emergencies and natural disasters, including the Federal Emergency Management Agency and the Department of Homeland Security's other disaster management responsibilities; the Robert T. Stafford Disaster Relief and Assistance Act and its mitigation, preparedness, response and recovery programs; the Post-Katrina Emergency Management Reform Act; and several first responder programs.

The Subcommittee has jurisdiction over agencies and programs promoting economic development in communities suffering economic distress, such as the Economic Development Administration, the Appalachian Regional Commission, and several other commissions.

The Subcommittee also is responsible for oversight of public buildings, federal real estate programs and the Public Buildings Service (PBS) of the General Services Administration (GSA), which is the civilian landlord of the federal government.

Issues and agencies under the jurisdiction of the Economic Development, Public Buildings and Emergency Management Subcommittee include:

- [The Robert T. Stafford Disaster Relief and Emergency Assistance Act \(Stafford Act\) and the federal management of emergencies and disasters](#)

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## Contact the Subcommittee on Economic Development, Public Building, and Emergency Management

585 Ford HOB  
 Washington, DC 20515  
 (202) 225-3014

## Subcommittee on Economic Development, Public Building, and Emergency Management Staff

Dan Mathews, Staff Director  
 Johanna Hardy, Counsel

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- **Federal Protective Service of the Department of Homeland Security**
- Economic Development Administration (EDA)
- Appalachian Regional Commission (ARC)
- Denali Commission
- Delta Regional Authority (DRA)
- Northern Great Plains Regional Authority
- Southeast Regional Commission
- Northeast Regional Commission
- Southwest Border Regional Commission
- Public Buildings Service (PBS) activities including leasing, planning, site and design, construction, acquisition and renovation of public buildings, courthouses, and border facilities
- Infrastructure of the Capitol Complex and use of the Capitol Grounds
- Facilities of the Smithsonian Institution
- Facilities of the John F. Kennedy Center for the Performing Arts
- Facilities of the National Gallery of Art
- Facilities of the National Building Museum
- International Center for Foreign Chanceries
- Union Station Redevelopment
- Judiciary Centers
- Measures relating to the location, use, accessibility, energy conservation, security, health and safety, transfer or exchange of federal buildings
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### The Sandy Recovery Improvement Act of 2013 (H.R. 219)

JAN 17, 2013

A bill to speed up and streamline federal disaster recovery programs; the measure specifically targets improvements to help strengthen the Hurricane Sandy recovery process and reduce costs as communities rebound from the recent superstorm and other future disasters

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### The Sandy Recovery Improvement Act of 2013 (H.R. 219)

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U.S. Senate Committee on  
**HOMELAND SECURITY**  
& GOVERNMENTAL AFFAIRS

### About the Committee

The Committee on Homeland Security and Governmental Affairs is the chief oversight committee of the U.S. Senate. Formerly known as the Committee on Governmental Affairs, it took on primary oversight responsibility for the Department of Homeland Security in 2003 and has long focused on the issue of violent Islamist radicalization and homegrown terrorism.

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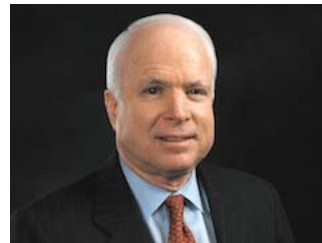
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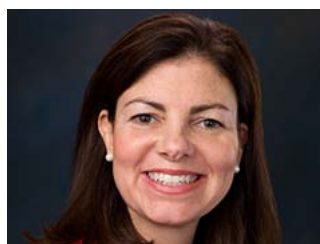
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U.S. Senate Committee on Homeland Security & Governmental Affairs

340 Dirksen Senate Office Building

Washington, DC, 20510

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