



# 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, March 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 Robert Benoun

**PLEDGE OF ALLEGIANCE** by Director Bressette

**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 February 28, 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.

- New Sublease for Station 11 (Emerald Bay)**  
Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:  
Approve and authorize the Fire Chief to execute the proposed Sublease with the Emerald Bay Services District for Fire Station #11.

**4. Vehicle Lease Agreement between Orange County Fire Authority and City of Costa Mesa for Two Type III Paramedic Vans**

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

Recommended Action:

Approve and authorize the Fire Chief to execute the proposed Lease Agreement, including any non-substantive amendments to this Lease Agreement as determined by General Counsel, with the City of Costa Mesa in the amount of one dollar (\$1.00) for the use of two 2003 Leader Type III paramedic vans.

**5. Approval of Employee Relations Manager and Training Program Specialist Classification Specifications and Salary Ranges**

Submitted by: Zenovy Jakymiw, Human Resources Director

Recommended Actions:

1. Adopt the new class specifications of Employee Relations Manager and assign the annual salary range of \$93,080 to \$147,846.
2. Adopt the new class specifications of Training Program Specialist and assign the annual salary range of \$63,399 to \$85,447.
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.

**END OF CONSENT CALENDAR**

**DISCUSSION CALENDAR**

No items.

**REPORTS**

**6. Chief's Report**

**COMMITTEE MEMBER COMMENTS**

**CLOSED SESSION**

No items.

**ADJOURNMENT** – The next regular meeting of the Executive Committee is scheduled for Thursday, April 25, 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 March 2013.

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

**UPCOMING MEETINGS:**

Budget and Finance Committee Meeting	Wednesday, April 10, 2013, 12 noon
Claims Settlement Committee Meeting	Thursday, April 25, 2013, 5:30 p.m.
Executive Committee Meeting	Thursday, April 25, 2013, 6:00 p.m.



# ORANGE COUNTY FIRE AUTHORITY

## SUPPLEMENTAL AGENDA

### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, March 28, 2013

6:00 P.M.

#### Regional Fire Operations and Training Center

#### Board Room

1 Fire Authority Road

Irvine, CA 92602

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The following item is added to the above stated agenda in the location noted below. This item is posted in conformance with the Brown Act and is to be considered as part of the regular agenda.

### CONSENT CALENDAR

#### **Approval of Additional Expenditures for Five-Year Inspection for OCFA Helicopter 1**

Submitted by: Dave Thomas, Assistant Chief/Operations Department

#### Recommended Action:

Authorize the purchasing manager to revise the purchase order to Rotorcraft Support Inc. from \$91,730.00 to the amount of \$115,794.00 for the additional expenditures required during the 5-year inspection of OCFA Helicopter 1 (N141FA).

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Supplemental Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 22<sup>nd</sup> day of March 2013.

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

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**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

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## **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Executive Committee was called to order on February 28, 2013, at 6:05 p.m. by Chair Trish Kelley.

## **INVOCATION**

Chaplain Bob George offered the invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

**Present:** Randal Bressette, Laguna Hills  
Trish Kelley, Mission Viejo  
Jeffrey Lalloway, Irvine  
Al Murray, Tustin  
David Shawver, Stanton  
Beth Swift, Buena Park  
Steven Weinberg, Dana Point

**Absent:** Pat Bates, County of Orange  
Todd Spitzer, County of Orange

## **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, provided public comments on his opposition to the OCFA broker/dealer list, and its relationship to the public contract code. (F: 18.10F)

Chair Kelley closed the Public Comments portion of the meeting.

Director Shawver arrived at this point (6:12 p.m.)

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

Budget and Finance Committee Chair Al Murray reported at the February 13, 2013, meeting of the Budget and Finance Committee, the Committee discussed and voted unanimously to send the Monthly Investment Report, Second Quarter Financial Newsletter – *October to December 2012*, and the establishment of a Standard Staff Report Format for the Recommended Award of Contracts Resulting from Request for Proposal Processes to the Executive Committee with the recommendation that the Committee approve the items.

## **MINUTES**

### **1. Minutes from the January 24, 2013, Regular Executive Committee Meeting (F: 12.02A2)**

On motion of Director Murray and second by Vice Chair Weinberg, the Executive Committee voted to approve as submitted. Director Lalloway abstained.

## **CONSENT CALENDAR**

Director Swift pulled Agenda Item No. 4 for comments. Chair Kelley pulled Agenda Item Nos. 3 and 4 for public comments.

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

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



**3. Second Quarter Financial Newsletter – *October to December 2012* (F: 15.07)**

Stephen Wontrobski, Mission Viejo resident, provided public comments on his opposition to a statement on the financial newsletter regarding vehicle replacement cost containment measures.

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

**4. Establish a Standard Staff Report Format for the Recommended Award of Contracts Resulting from Request for Proposal Processes (F: 15.09B)**

Stephen Wontrobski, Mission Viejo resident, provided public comments in opposition to the OCFA's contract award process.

Director Swift pulled the agenda item to request staff provide additional evaluation information on qualified and unqualified bidders.

On motion of Vice Chair Weinberg and second by Director Murray, the Executive Committee voted unanimously to 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 (F: 16.03A)**

On motion of Director Murray and second by Director Bressette, the Executive Committee voted unanimously to 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 (F: 17.18)**

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

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 (F: 16.02A)**

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

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 (F: 11.10F2)**

Assistant Chief Lori Zeller introduced Purchasing Manager Debbie Casper who provided an overview on the request for proposal (RFP) evaluation process and selection of the consulting services for RFP No. DC1831-Legislative Consulting Services.

Thane Young, Vice President, Van Scoyoc Associates, provided public comments on services provided by his company.

Heather Stratman, Senior Director, Townsend Public Affairs, provided public comments on services provided by her company.

John Moffatt, Associate Attorney, Nielsen Merksamer Parrinello Gross & Leoni, LLP provided public comments on services provided by his company.

Daniel Maldonado, Senior Policy Advisor, Holland and Knight, provided public comments on services provided by his company.

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

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.

Director Shawver opposed.

**REPORTS (F: 12.02A7)**

No items

**COMMITTEE MEMBER COMMENTS (F: 12.02A6)**

No comments were received.

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

No items.

**ADJOURNMENT**

Chair Kelley adjourned the meeting at 7:10 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, March 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**  
**March 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 March 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 January 31, 2013. A preliminary investment report as of February 22, 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

Attachments:

1. Final Investment Report – January 2013 / Preliminary Report – February 2013
2. Budget and Finance Committee Summary

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – January 2013*

*Preliminary Report – February 2013*



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

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***Orange County Fire Authority***

***Final Investment Report***

***January 31, 2013***



**BENCHMARK COMPARISON AS OF JANUARY 31, 2013**

<i>3 Month T-Bill:</i> 0.07%	<i>1 Year T-Bill:</i> 0.15%
<i>6 Month T-Bill:</i> 0.11%	<i>LAIF:</i> 0.30%
<i>OCFA Portfolio:</i> 0.25%	

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value-</i>	\$133,223,691	\$163,639,022	\$123,702,259
<i>Yield to Maturity (365 day)</i>	0.28%	0.25%	0.51%
<i>Effective Rate of Return</i>	0.25%	0.25%	0.35%
<i>Days to Maturity</i>	306	266	543





**EXECUTIVE SUMMARY**

***Portfolio Activity & Earnings***

During the month of January 2013, the size of the portfolio decreased significantly by \$30.4 million to \$133.2 million. Major receipts for the month included various apportionments of property taxes, a one-time allocation of the Low and Moderate Income Housing Fund, and other contract and grant payments totaling \$18.1 million. Significant disbursements for the month included biweekly payrolls and a payment to OCERS in the amount of \$25.6 million for the prepayment of half of the retirement cost for the next fiscal year 2013/14. The portfolio's balance is expected to decrease further in the following month as there are no major receipts scheduled for February.

In January, the portfolio's yield to maturity (365-day equivalent) increased by 3 basis points to 0.28%. The effective rate of return stayed unchanged at 0.25% for the month but edged down slightly by 1 basis point to 0.31% for the fiscal year to date. The average maturity of the portfolio lengthened by 40 days to 306 days to maturity. With 58% of the fiscal year completed, interest earnings came in less than expected due to the persistently low interest rate environment. Thus, a budgetary decrease in interest earnings is being proposed for a mid-year budget adjustment.

***Economic News***

The U.S. economic growth pace continued to be moderate in January 2013. Employment conditions remained weak and slow. There were a total of 157,000 new jobs created in January, a slightly weaker number than expected. Unemployment conditions deteriorated slightly edging up a notch to 7.9% from 7.8% previously. Consumer confidence measures were mixed in January. Both retail sales and durable goods orders were in line with expectations, albeit at a weak pace. Manufacturing activity increased further in January pushing it more firmly into an expansion territory while the non-manufacturing activity decreased slightly for the month. Industrial production also declined in January, even though an increase had been expected. Gasoline prices stayed low in January keeping inflation down, which remained unchanged for the month. The housing sector continued to show improvement, but overall activity remained mixed and slow.



**ORANGE COUNTY FIRE AUTHORITY  
Portfolio Management  
Portfolio Summary  
January 31, 2013**

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	8,939,034.48	8,939,034.48	8,939,034.48	6.62	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	7,000,000.00	6,996,360.00	6,999,047.22	5.19	79	70	0.070	0.071
Federal Agency Coupon Securities	30,000,000.00	30,003,960.00	30,014,512.27	22.24	1,393	1,301	0.677	0.687
Federal Agency Disc. -Amortizing	39,000,000.00	38,997,850.00	38,996,892.78	28.90	90	45	0.047	0.048
Local Agency Investment Funds	50,000,000.00	50,056,361.55	50,000,000.00	37.05	1	1	0.296	0.300
	<b>134,939,034.48</b>	<b>134,993,566.03</b>	<b>134,949,486.75</b>	<b>100.00%</b>	<b>340</b>	<b>306</b>	<b>0.278</b>	<b>0.281</b>
<b>Investments</b>								
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations) (See Note 4 on page 9)	-1,820,131.67	-1,820,131.67	-1,820,131.67		0	0	0.000	0.000
Accrued Interest at Purchase		10,250.00	10,250.00					
Subtotal		-1,809,881.67	-1,809,881.67					
<b>Total Cash and Investments</b>	<b>133,118,902.81</b>	<b>133,183,684.36</b>	<b>133,139,605.08</b>		<b>340</b>	<b>306</b>	<b>0.278</b>	<b>0.281</b>

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	31,350.43	216,855.96
Average Daily Balance	145,403,571.32	117,885,700.75
Effective Rate of Return	0.25%	0.31%

"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 Jakubak* 2/1/13  
Patricia Jakubak, Treasurer

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 133,139,605.08
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ 84,085.98
<b>Total</b>	<b>\$ 133,223,691.06</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**January 31, 2013**

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	High Mark 100% US Treasury MMF		(See Note 4 on page 9)	8,939,034.48	8,939,034.48	8,939,034.48	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>13,769,318.47</b>		<b>8,939,034.48</b>	<b>8,939,034.48</b>	<b>8,939,034.48</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	6,996,360.00	6,999,047.22	0.070	0.071	70	04/12/2013
<b>Subtotal and Average</b>			<b>6,225,437.15</b>		<b>7,000,000.00</b>	<b>6,996,360.00</b>	<b>6,999,047.22</b>		<b>0.071</b>	<b>70</b>	
<b>Federal Agency Coupon Securities</b>											
3133ECBT0	799	Federal Farm Credit Bank (Callable on 3/26/13)		12/26/2012	9,000,000.00	8,998,380.00	9,000,000.00	0.375	0.375	875	06/26/2015
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	6,000,660.00	6,000,250.00	1.000	0.981	1,650	08/09/2017
313380B22	788	Fed Home Loan Bank (Callable anytime)		08/20/2012	6,000,000.00	6,000,240.00	6,000,197.92	0.450	0.440	930	08/20/2015
3133813R4	800	Fed Home Loan Bank (Callable on 5/9/13)		12/20/2012	9,000,000.00	9,004,680.00	9,014,064.35	1.000	0.966	1,742	11/09/2017
<b>Subtotal and Average</b>			<b>30,015,211.82</b>		<b>30,000,000.00</b>	<b>30,003,960.00</b>	<b>30,014,512.27</b>		<b>0.687</b>	<b>1,301</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313589BH5	792	Fed Natl Mortg Assoc		11/29/2012	4,000,000.00	4,000,000.00	4,000,000.00	0.080	0.081	0	02/01/2013
313397FZ9	798	Freddie Mac		12/20/2012	9,000,000.00	8,998,290.00	8,997,480.00	0.090	0.091	112	05/24/2013
313385BX3	795	Fed Home Loan Bank		12/20/2012	8,000,000.00	7,999,920.00	7,999,937.78	0.020	0.020	14	02/15/2013
313385CM6	796	Fed Home Loan Bank		12/20/2012	9,000,000.00	8,999,820.00	8,999,790.00	0.030	0.030	28	03/01/2013
313385DB9	797	Fed Home Loan Bank		12/20/2012	9,000,000.00	8,999,820.00	8,999,685.00	0.030	0.030	42	03/15/2013
<b>Subtotal and Average</b>			<b>42,286,372.43</b>		<b>39,000,000.00</b>	<b>38,997,850.00</b>	<b>38,996,892.78</b>		<b>0.048</b>	<b>45</b>	
<b>Treasury Discounts -Amortizing</b>											
<b>Subtotal and Average</b>			<b>3,096,762.15</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	0.300	0.300	1	
<b>Subtotal and Average</b>			<b>50,010,469.30</b>		<b>50,000,000.00</b>	<b>50,056,361.55</b>	<b>50,000,000.00</b>		<b>0.300</b>	<b>1</b>	
<b>Total and Average</b>			<b>145,403,571.32</b>		<b>134,939,034.48</b>	<b>134,993,566.03</b>	<b>134,949,486.75</b>		<b>0.281</b>	<b>306</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**January 31, 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	-2,105,131.67	-2,105,131.67	-2,105,131.67	(See Note 4 on page 9)	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>0</b>
				<b>Subtotal</b>		<b>-1,809,881.67</b>	<b>-1,809,881.67</b>			
<b>Total Cash and Investmentss</b>			<b>145,403,571.32</b>		<b>133,118,902.81</b>	<b>133,183,684.36</b>	<b>133,139,605.08</b>		<b>0.281</b>	<b>306</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of February 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	( 02/01/2013 - 02/01/2013 )	7 Maturities	0 Payments	61,118,902.81	45.91%	61,118,902.81	61,175,264.36
Aging Interval:	1 - 30 days	( 02/02/2013 - 03/03/2013 )	2 Maturities	0 Payments	17,000,000.00	12.77%	16,999,727.78	16,999,740.00
Aging Interval:	31 - 60 days	( 03/04/2013 - 04/02/2013 )	1 Maturities	0 Payments	9,000,000.00	6.76%	8,999,685.00	8,999,820.00
Aging Interval:	61 - 91 days	( 04/03/2013 - 05/03/2013 )	1 Maturities	0 Payments	7,000,000.00	5.26%	6,999,047.22	6,996,360.00
Aging Interval:	92 - 121 days	( 05/04/2013 - 06/02/2013 )	1 Maturities	0 Payments	9,000,000.00	6.76%	8,997,480.00	8,998,290.00
Aging Interval:	122 - 152 days	( 06/03/2013 - 07/03/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	( 07/04/2013 - 08/03/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	( 08/04/2013 - 11/02/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	( 11/03/2013 - 02/01/2014 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 02/02/2014 - 02/01/2016 )	2 Maturities	0 Payments	15,000,000.00	11.27%	15,000,197.92	14,998,620.00
Aging Interval:	1096 - 1825 days	( 02/02/2016 - 01/31/2018 )	2 Maturities	0 Payments	15,000,000.00	11.27%	15,014,314.35	15,005,340.00
Aging Interval:	1826 days and after	( 02/01/2018 - )	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>133,129,355.08</b>	<b>133,173,434.36</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 January 31, 2013, OCFA has \$50,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of 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 January 31, 2013 is included on the following page.







***Orange County Fire Authority***  
***Preliminary Investment Report***  
***February 22, 2013***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**February 22, 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	3,167,061.72	3,167,061.72	3,167,061.72	2.70	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	7,000,000.00	6,998,040.00	6,999,346.67	5.97	79	48	0.070	0.071
Federal Agency Coupon Securities	30,000,000.00	30,006,030.00	30,013,884.25	25.61	1,393	1,279	0.677	0.687
Federal Agency Disc. -Amortizing	27,000,000.00	26,997,660.00	26,997,780.00	23.04	104	39	0.050	0.051
Local Agency Investment Funds	50,000,000.00	50,056,361.55	50,000,000.00	42.67	1	1	0.296	0.300
	<b>117,167,061.72</b>	<b>117,225,153.27</b>	<b>117,178,072.64</b>	<b>100.00%</b>	<b>386</b>	<b>340</b>	<b>0.315</b>	<b>0.320</b>
<b>Investments</b>								
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	-509,822.74	-509,822.74	-509,822.74		0	0	0.000	0.000
Accrued Interest at Purchase		10,250.00	10,250.00					
Subtotal		-499,572.74	-499,572.74					
<b>Total Cash and Investments</b>	<b>116,657,238.98</b>	<b>116,725,580.53</b>	<b>116,678,499.90</b>		<b>386</b>	<b>340</b>	<b>0.315</b>	<b>0.320</b>

Total Earnings	February 22 Month Ending	Fiscal Year To Date
Current Year	22,481.45	239,337.41
Average Daily Balance	124,749,089.97	118,522,808.61
Effective Rate of Return	0.30%	0.31%

"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*      3/1/13

Patricia Jakubiak, Treasurer

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 116,678,499.90
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 84,085.98
<b>Total</b>	<b>\$ 116,762,585.88</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**February 22, 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>											
SYSS28	528	High Mark 100% US Treasury MMF	(See Note 4 on page 18)		3,167,061.72	3,167,061.72	3,167,061.72	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>5,647,518.31</b>		<b>3,167,061.72</b>	<b>3,167,061.72</b>	<b>3,167,061.72</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	6,998,040.00	6,999,346.67	0.070	0.071	48	04/12/2013
<b>Subtotal and Average</b>			<b>6,999,203.75</b>		<b>7,000,000.00</b>	<b>6,998,040.00</b>	<b>6,999,346.67</b>		<b>0.071</b>	<b>48</b>	
<b>Federal Agency Coupon Securities</b>											
3133ECBT0	799	Federal Farm Credit Bank (Callable on 3/26/13)		12/26/2012	9,000,000.00	8,995,770.00	9,000,000.00	0.375	0.375	853	06/26/2015
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	6,000,300.00	6,000,000.00	1.000	0.981	1,628	08/09/2017
313380B22	788	Fed Home Loan Bank (Callable anytime)		08/20/2012	6,000,000.00	6,000,060.00	6,000,000.00	0.450	0.440	908	08/20/2015
3133813R4	800	Fed Home Loan Bank (Callable on 5/9/13)		12/20/2012	9,000,000.00	9,009,900.00	9,013,884.25	1.000	0.966	1,720	11/09/2017
<b>Subtotal and Average</b>			<b>30,014,090.95</b>		<b>30,000,000.00</b>	<b>30,006,030.00</b>	<b>30,013,884.25</b>		<b>0.687</b>	<b>1,279</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313397FZ9	798	Freddie Mac		12/20/2012	9,000,000.00	8,998,020.00	8,997,975.00	0.090	0.091	90	05/24/2013
313385CM6	796	Fed Home Loan Bank		12/20/2012	9,000,000.00	8,999,910.00	8,999,955.00	0.030	0.030	6	03/01/2013
313385DB9	797	Fed Home Loan Bank		12/20/2012	9,000,000.00	8,999,730.00	8,999,850.00	0.030	0.030	20	03/15/2013
<b>Subtotal and Average</b>			<b>32,088,276.96</b>		<b>27,000,000.00</b>	<b>26,997,660.00</b>	<b>26,997,780.00</b>		<b>0.051</b>	<b>39</b>	
<b>Local Agency Investment Funds</b>											
SYSS36	336	Local Agency Invstmnt Fund			50,000,000.00	50,056,361.55	50,000,000.00	0.300	0.300	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>0.300</b>	<b>1</b>	
<b>Total and Average</b>			<b>124,749,089.97</b>		<b>117,167,061.72</b>	<b>117,225,153.27</b>	<b>117,178,072.64</b>		<b>0.320</b>	<b>340</b>	

Page 1

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**February 22, 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	-794,822.74	-794,822.74	-794,822.74	(See Note 4 on page 18)	0.000	1
SYS361	361	YORK		07/01/2012	250,000.00	250,000.00	250,000.00		0.000	1
<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>0</b>
					<b>Subtotal</b>	<b>-499,572.74</b>	<b>-499,572.74</b>			
<b>Total Cash and Investmentss</b>			<b>124,749,089.97</b>		<b>116,657,238.98</b>	<b>116,725,580.53</b>	<b>116,678,499.90</b>		<b>0.320</b>	<b>340</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of February 23, 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	( 02/23/2013 - 02/23/2013 )	6 Maturities	0 Payments	52,657,238.98	45.14%	52,657,238.98	52,713,600.53
Aging Interval:	1 - 30 days	( 02/24/2013 - 03/25/2013 )	2 Maturities	0 Payments	18,000,000.00	15.43%	17,999,805.00	17,999,640.00
Aging Interval:	31 - 60 days	( 03/26/2013 - 04/24/2013 )	1 Maturities	0 Payments	7,000,000.00	6.00%	6,999,346.67	6,998,040.00
Aging Interval:	61 - 91 days	( 04/25/2013 - 05/25/2013 )	1 Maturities	0 Payments	9,000,000.00	7.71%	8,997,975.00	8,998,020.00
Aging Interval:	92 - 121 days	( 05/26/2013 - 06/24/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	( 06/25/2013 - 07/25/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	( 07/26/2013 - 08/25/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	( 08/26/2013 - 11/24/2013 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	( 11/25/2013 - 02/23/2014 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 02/24/2014 - 02/23/2016 )	2 Maturities	0 Payments	15,000,000.00	12.86%	15,000,000.00	14,995,830.00
Aging Interval:	1096 - 1825 days	( 02/24/2016 - 02/22/2018 )	2 Maturities	0 Payments	15,000,000.00	12.86%	15,013,884.25	15,010,200.00
Aging Interval:	1826 days and after	( 02/23/2018 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
<b>Total for</b>			<b>14 Investments</b>	<b>0 Payments</b>		<b>100.00</b>	<b>116,668,249.90</b>	<b>116,715,330.53</b>

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**NOTES TO PORTFOLIO MANAGEMENT REPORT**

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





## ORANGE COUNTY FIRE AUTHORITY

### March 13, 2013

#### Global Market Update

- ✓ The euro zone crisis is back although some argue it never went away. The failure of Italy's elections to produce a clear winner has reignited tension into the markets. It is raising questions about the future of austerity measures and the country's hefty debt pile. The rating agencies downgraded Italy due to government instability and a deeper recession.
- ✓ European Union economists predict the euro zone's economy will shrink in 2013. As governments continue to cut their budget deficits, it may push unemployment rates higher.
- ✓ China's economy showed signs of weakness the first 2 months of the year and officials are becoming more concerned with property inflation. This is creating doubt that China will continue to drive the global economic recovery.

#### U.S. Market Update

- ✓ The Fed did not meet in February. The fed funds rate, the overnight bank lending rate, still stands at the range of 0.0% - 0.25% where it has been since December 2008.
- ✓ The unemployment rate fell from 7.9% in January to 7.7% in February as employers added 236,000 jobs in almost every part of the private sector with construction, healthcare and retail leading the way. The Government sector continued to cut jobs with 10,000 in job losses for state and local governments. Some areas of the employment report were disappointing as 130,000 individuals left to retire, return to school, stopped working to take care of children, or just gave up looking for a job. The number of discouraged workers grew by 80,000 in February alone.
- ✓ It is important to note that the unemployment numbers do not include the impact of the sequestration cuts that went into effect March 1. It is estimated that it will cost the economy 1 million jobs.
- ✓ Sales of new homes are surging in the US. They jumped 28.9% in January from a year ago to the highest annual sales pace in 4 years. In the past 2 years, home builders have offered to pay closing costs and arrange home loans through in-house mortgage operations. They have hosted free credit counseling sessions for buyers with bad credit scores and made heavy use of government-backed mortgage programs that allow buyers to get homes with little or no down payment. As a result, it is a lot easier for many buyers to buy a new home than an existing one.

- ✓ US gas prices have risen nearly fifty cents in the past month, challenging consumers already struggling to adjust to higher taxes. Factors behind the rise include increased Chinese consumption, drop in production from OPEC, and at the same time, traders have pushed up gasoline futures in anticipation of increased demand as the economy strengthens.

## **OCFA Update**

- ✓ As of February 22, 2013, OCFA's portfolio totaled \$117 million and the return was .30% for the month and .31% for FY 12/13. OCFA's investment portfolio is directly impacted by changes in interest rates set by the Fed.
- ✓ OCFA has \$50 million or 43% of the portfolio invested with LAIF. LAIF's current return is .31%.
- ✓ OCERS reported a 2.18% year-to-date return as of January. OCERS is on a calendar year and the assumed rate of return is 7.25%. OCERS is directly impacted by the global investment markets.
- ✓ For 2012, OCERS return was 12.26%
  - 3 year return – 8.10%
  - 5 year return – 3.49%
  - 7 year return – 5.89%
  - 10 year return – 8.05%

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

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief  
Support Services Department

SUBJECT: **New Sublease for Station 11 (Emerald Bay)**

Summary:

This item is submitted for approval of a new sublease with the Emerald Bay Service District for Fire Station #11 (Emerald Bay).

Recommended Action:

Approve and authorize the Fire Chief to execute the proposed Sublease with the Emerald Bay Services District for Fire Station #11.

Background:

In 1952, the Emerald Bay Community Association (EBCA) and the County of Orange entered into a fifty-year land lease of a portion of a parcel in Emerald Bay for the construction and operation of a fire station. The County built the fire station, which was completed in 1953. The Orange County Fire Department provided service until 1995. Upon the formation of the Orange County Fire Authority, the County transferred its leasehold interest in the station to the OCFA.

With the expiration of the fifty-year term approaching, staff began preparing for an extension or replacement of the lease. However, in FY 2002/03 attempts to extend or renew the lease were placed on hold by staff pending the outcome of other requests made by the EBCA. Specifically, the parties were not able to come to agreement on levels of services provided to Emerald Bay, and staff was disinclined to include level of service requirements in a property lease document.

The lease then continued on a month-to-month basis and attempts to continue discussions with the EBCA were resumed in 2007. Staff and representatives from both the Emerald Bay Community Association and the Emerald Bay Service District (EBSD) began meeting in June 2009. During the course of these discussions, the EBCA formally terminated the 1952 lease effective April 11, 2010. Additionally, in January 2010, the EBCA leased the fire station facility to the EBSD. As a result, staff has negotiated a sublease with the EBSD.

The proposed sublease allows the OCFA to continue to provide fire protection, suppression, and medical aid services to the community. The term of the sublease is five years with the option of ten five-year extensions for a total of fifty-five years at no cost to the OCFA. The sublease has been reviewed and approved by OCFA's General Counsel and was approved by the EBSD Board of Directors on February 9, 2013.

Impact to Cities/County:

Approval will allow the ability to continue providing service to Emerald Bay from the existing facility.

Fiscal Impact:

No additional costs.

Staff Contact for Further Information:

Mike Moore, Division Chief

Division II

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

(949) 341-0294

Dennis Sorensen, Budget Analyst

Treasury & Financial Planning

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

(714) 573-6313

Attachment:

Proposed Sublease Agreement for Fire Station #11 Property

## SUBLEASE AGREEMENT FOR FIRE STATION NO. 11 PROPERTY

THIS Sublease Agreement for Fire Station No. 11 Property (the "Sublease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between the EMERALD BAY SERVICE DISTRICT, a California community services district organized and existing under the laws of the State of California (the "EBSD"), the EMERALD BAY COMMUNITY ASSOCIATION, a non-profit cooperative corporation organized and existing under the laws of the State of California (the "EBCA"), and the ORANGE COUNTY FIRE AUTHORITY, a joint powers authority organized and existing by virtue of Government Code §§ 6500 *et seq.* (the "OCFA"). EBSD, EBCA, and OCFA are sometimes referenced herein individually as "Party" and referenced herein jointly as the "Parties."

### RECITALS

A. EBCA is the owner of that certain real property, including the building and related improvements located thereon (which building and related improvements are commonly referred to herein as "Fire Station No. 11" or the "Fire Station"), for which the common street address is 259 Emerald Bay, located entirely within the unincorporated community of Emerald Bay, County of Orange, State of California (the "Property"). The Property is more particularly described in Exhibit A and generally depicted in Exhibit B attached hereto and incorporated herein by reference.

B. EBCA and OCFA, as successor to the County of Orange regarding the title and interest in the County Fire Stations, were previously parties to that certain "Fire Station Lease," dated April 5, 1952, for lease of the Property (the "Prior Lease"). The Prior Lease has terminated and is of no further force and effect, and OCFA currently occupies the Property as a tenant at will pursuant to a month to month tenancy.

C. OCFA desires to continue to occupy the Property to operate and maintain a Fire Station. To accommodate the existing and future needs of EBCA and EBSD for fire protection, suppression, and medical services to the community, EBCA desires to lease the Property to EBSD and EBSD desires to sublease the Property to OCFA to operate and maintain a Fire Station. OCFA is willing to sublease the Property from EBSD pursuant and subject to the terms of this Sublease.

D. Accordingly, the Parties mutually desire to enter into this new sublease agreement for the Property, which will supersede any and all previous leases, agreements, or understandings between the Parties pertaining directly to the Parties' use and occupancy of the Property, including the Prior Lease, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the Parties' performance of the promises, conditions, and covenants stated herein, the Parties hereto agree as follows:

### AGREEMENT

#### 1. LEASE AND SUBLEASE OF PROPERTY AND TERMINATION OF PREVIOUS LEASES AND AGREEMENTS

1.1 EBCA AND EBSD each represent and warrant that, concurrent with the Effective Date of this Sublease, EBCA has granted a leasehold interest in the Property to EBSD pursuant to a written lease agreement between EBCA and EBSD (the "Lease"), pursuant to which EBSD is authorized to sublease the Property to OCFA. The terms of the Lease are expressly not incorporated into this Sublease, and EBCA and EBSD each agree that, if and to the extent any terms or provisions of this Sublease are inconsistent with the terms and provisions of the Lease, the terms and provisions

of this Sublease shall govern the relationship of the Parties and, if and to the extent necessary to give legal effect to the terms and provisions of this Sublease, shall operate as an amendment to the Lease.

1.2 EBSD hereby subleases to OCFA and OCFA hereby subleases from EBSD the Property for the term and upon the terms and conditions as set forth herein.

1.3 For the term of this Sublease, EBCA and EBSD further grant OCFA and its authorized officers, agents, employees, volunteers, and invitees an irrevocable non-exclusive right to the use for ingress and egress at any time of any private street and/or other property owned or controlled by EBCA and/or EBSD, which is necessary to access the Property. Nothing herein limits the rights of the OCFA arising under to its authority under Federal, state, or local law during fires or other emergencies.

1.4 It is mutually agreed that this Sublease shall terminate and supersede any prior leases or agreements between the parties hereto governing the use and occupancy of all or any portion of the Property, including but not limited to the Prior Lease.

## **2. PERMITTED USES OF THE PROPERTY**

2.1 Subject to Section 4, below, the Property shall be used exclusively by OCFA, its officers, agents, employees, and volunteers to operate and maintain a fire station; to provide fire protection and suppression and medical aid services in the Emerald Bay community and surrounding geographic areas, and for related activities, and for no other purposes. OCFA shall use the Property consistent with all applicable federal, state, or local laws, ordinances, and regulations.

2.2 EBSD'S authorized representative shall have the right at all reasonable times to inspect the Property to determine if the provisions of this Sublease are being met by OCFA.

2.3 EBSD warrants that, subject to the terms, covenants, and conditions of the Sublease, OCFA may, upon observing and complying with all terms, covenants, and conditions of this Sublease, exclusively, peaceably, and quietly occupy the Property for the entire term of the Sublease.

## **3. TERM AND TERMINATION OF SUBLEASE**

3.1 Subject to Sections 3.2 and 3.3, below, the term of this Sublease shall be five (5) years, commencing at 12:01 am. on the Effective Date. Lease shall thereafter be renewable for 10 five year terms (for a total possible duration of fifty-five (55) years), to be exercised by OCFA, in its sole discretion, by delivery of written notice to EBSD on or before 180 days prior to the end of the lease term.

3.2 If, at least sixty (60) days prior to the end of each five (5) year term provided for in Section 3.1, OCFA has not given EBSD written notice of its desire that the term of this Sublease end at the expiration of said term, then upon the expiration of said term this Sublease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least sixty (60) days prior to the end of any such annual term.

3.3 Notwithstanding Sections 3.1 and 3.2, above, either Party, at its sole and absolute discretion, shall have the right to terminate this Sublease at any time, without cause, by providing the other Party with one year's (365 calendar days) advance written notice of its intent to terminate the Sublease and the termination date therefore. Upon either party giving the required written notice of termination, both parties agree that OCFA may continue to occupy and utilize the Property until

midnight of the date of the termination of the Sublease. At 12:01 a.m. on the day after termination of the Sublease, or such other date and time as the parties may agree in writing, OCFA shall surrender possession of the Property and Building to EBSD.

3.4 Notwithstanding Sections 3.1, 3.2, and 3.3, above, EBSD shall have the right to terminate this Sublease immediately upon written notice if OCFA abandons and ceases all operations from the Property.

3.5 In the event the Lease between EBCA and EBSD terminates prior to the date this Sublease would otherwise terminate in accordance with Sections 3.1 through 3.4, above, this Sublease shall not automatically terminate; rather, for the remainder of the term of the Sublease, (i) OCFA shall continue to have the right to occupy the Property pursuant to the terms of this Sublease, (ii) EBCA shall automatically succeed to all rights and obligations of EBSD under this Sublease, and (iii) this Sublease shall be deemed a lease between OCFA and EBCA. EBSD and EBCA shall provide OCFA with written notice prior to the termination of the Lease between EBSD and EBCA.

3.6 Upon expiration or termination of the Sublease, OCFA shall surrender the Property, including fixtures to EBSD.

#### **4. USE OF PORTION OF FIRE STATION BY EBSD OR EBCA**

4.1 Subject to the provisions of this Section 4, OCFA grants to EBSD and to EBCA a non-transferable, non-exclusive right and license to use the Fire Station patio ("Patio") and upper room area ("Community Room") for EBSD and/or EBCA meetings, functions and events, provided such use does not unreasonably interfere with OCFA's authorized use of the Property and/or operation of the Fire Station for emergency response functions.

4.2 EBSD and EBCA each warrants and represents that it shall not discriminate against any person for employment because of race, religion, color, national origin; ancestry, sex, physical condition, or age in conjunction with its use of the Fire Station facilities.

4.3 EBSD shall maintain the schedule for use of the Fire Station Patio and Community Room for all functions. OCFA shall have access to the schedule at all times and notify EBSD in advance when OCFA needs use of the Patio and/or Community Room. EBSD's and EBCA's use of the Patio and/or Community Room shall be subject to reasonable limitations imposed by OCFA necessary to prevent or mitigate potential conflicts with OCFA's use of the Property or Fire Station.

4.4 EBSD shall ensure that the portions of the Property and Fire Station facility used are cleaned up, and all trash removed, following any EBSD or EBCA meeting, function, or event, and left in substantially the same condition as it was prior to the meeting, function, or event.

4.5 EBSD assumes all legal and financial liability for any damage caused to the Property, Fire Station facility, or other OCFA property and/or any Claims (as defined in Section 11 below) arising out of or in connection with EBSD's or EBCA's use of the Fire Station facility for meetings, functions, or events, and EBSD shall indemnify, defend, and hold OCFA harmless from all such Claims in accordance with Section 11, below.

4.6 EBSD Liability Insurance. Prior to the Effective Date, and at no cost to OCFA, EBSD and/or ECBA shall procure, and maintain in full force and effect for the entire term of this Sublease, comprehensive general liability insurance against claims for injuries to persons or damages to property arising out of either EBSD's or EBCA's use of the Property and/or Fire Station facilities in a form and amount acceptable to OCFA. Such liability insurance shall be in an amount of not less than

One Million Dollars (\$1,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, or property damage; shall be provided by an insurance company and having a minimum A.M. Best's Guide Rating of A, Class VII or better; shall be primary insurance as respects OCFA; shall be endorsed to name OCFA, its board members, officers, officials, agents, employees, and volunteers as additional insureds; and shall be endorsed to provide that should the same be amended or cancelled before the expiration date, ten-days' notice will be delivered to OCFA in accordance with the policy provisions. If alcohol is to be served at any EBSD or EBCA meetings, functions, or events, the policy(ies) shall include coverage for host liquor liability. Prior to the Effective Date, and at no cost to OCFA, EBSD and/or EBCA shall also procure, and maintain in full force and effect for the entire term of this Sublease, umbrella liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000). Upon the Effective Date and upon each anniversary of the Effective Date, EBSD and/or EBCA, as applicable, shall provide to OCFA a certificate of insurance and any applicable endorsements evidencing that the required insurance coverage is in place.

4.7 EBSD Workers' Compensation Insurance. EBSD and EBCA each shall procure, and maintain in full force and effect for the entire portion of the term of this Sublease during which it has employees, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Said insurance shall be provided by an authorized insurance company admitted in the State of California and having a minimum A.M. Best's Guide Rating of A, Class VII or better, except that workers' compensation insurance from the State Compensation Fund is acceptable. A waiver of subrogation by each of EBSD and EBCA and their worker's compensation insurers must be submitted annually along with the Certificate of Insurance for the Workers' Compensation Insurance.

## 5. RENT

In consideration of the public safety benefits OCFA will provide in the area owned and/or governed by EBSD and/or EBCA, and for the promises, covenants and conditions contained herein, no rent shall be required for this leasehold.

## 6. REPAIR, MAINTENANCE & CUSTODIAL SERVICES

6.1 Except as otherwise expressly provided herein, OCFA shall, at its sole cost and expense, maintain the Property and all improvements constructed thereon in good condition and repair and in a safe, clean, wholesome, sanitary condition and in compliance with all applicable laws.

6.2 Notwithstanding Section 6.1, EBSD agrees that it shall be responsible for the following maintenance items on or around the Property: (i) maintenance of all grass, trees, and landscaped areas, with the exception the planter adjacent to the patio; (ii) maintenance of the Community Room, excluding the kitchen area; (iii) fifty percent (50%) of the cost of maintenance for the second story bathrooms immediately adjacent to the existing Fire Station building and the planter on the Fire Station patio; (iv) periodic cleaning (including leaf blowing) of the parking lot, sidewalk, and other areas of the Property outside of the Fire Station; and (v) any and all cleaning, repair, and maintenance of the Fire Station and Property necessitated by EBSD's or EBCA's use of the Fire Station and/or Property for meetings, functions, or events. EBSD shall coordinate with OCFA its entry on the Property to perform these maintenance obligations, including its entry on the Property to plant, replant, or take care of trees, shrubbery, flowers, or grass. Under no circumstances may such activities interfere with OCFA's operation of the Fire Station and/or emergency response functions.



## **7. ALTERATIONS AND IMPROVEMENTS**

7.1 OCFA, at its sole cost and expense, may make alterations to the existing improvements and/or construct new or additional improvements on the Property with the prior written consent of EBSD and EBCA, which consent shall not be unreasonably withheld. Subject to appropriation of funds by the OCFA Board of Directors, and at its reasonable discretion, OCFA, at its sole cost and expense, agrees to make those improvements and repairs identified on Exhibit C, within a reasonable period of time from the Effective Date, and EBSD agrees to reimburse OCFA for a proportional share of the expenses incurred by OCFA in making such improvements, as described in Exhibit C, if it elects to terminate this Sublease pursuant to Section 3.3 during the initial five (5) year term of this Sublease. Prior to making future additional capital improvements on or to the Property not identified in Exhibit C during the term of this Sublease, the Parties shall mutually agree in writing regarding the amount, if any, EBSD shall pay to OCFA as compensation in the event the then current Sublease term or renewal term is terminated or not renewed.

7.2 Ownership of Improvements. During the term of this Sublease and any renewal thereof, OCFA shall own improvements on the Property. Upon expiration or earlier termination of this Sublease, the improvements and fixtures located in or upon the Property and affixed thereto shall become the property of EBCA.

## **8. LIENS**

OCFA shall not cause liens of any kind to be filed or placed against the Property, including without limitation, mechanics liens, liens for materials, wages, labor or services. If any liens are filed, and such liens are the result of any act, directive or action of OCFA, its agents or employees, OCFA shall upon receipt of written notice from EBSD, at OCFA's sole cost and expense, take whatever action(s) necessary to cause such lien to be satisfied and discharged or to cause any such lien to be removed of record.

## **9. UTILITIES**

Except as otherwise expressly provided herein, OCFA shall be responsible for and pay all charges for all utilities supplied to the Property, including, but not limited to, electricity, gas, sewage, garbage pick-up, and mechanical equipment service and/or maintenance charges. Such charges for utility service shall be determined by a separate meter installed upon, or billing sent to the Property and at the sole cost and expense of OCFA. The EBSD agrees to furnish water, without charge to OCFA, for the use and purposes of the fire station and OCFA, including water for the proper upkeep and maintenance of the grounds.

## **10. OCFA INSURANCE**

10.1 OCFA Liability Insurance. Prior to the Effective Date, and at no cost to EBSD or EBCA, OCFA shall procure, and maintain in full force and effect for the entire term of this Sublease, comprehensive general liability insurance against claims for injuries to persons or damages to property occurring in or about the Property and/or Building, including, but not limited to, coverage against fire, vandalism, malicious mischief, and similar risks on the Property or in the Building and coverage against claims arising out of OCFA's use, occupancy, or maintenance of the Property and/or Building, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, or property damage, which insurance shall be provided by an insurance company having a minimum A.M. Best's Rating of A, Class VII or better, shall be primary insurance as respects EBSD and EBCA, shall name EBSD, EBCA, their board members, officers, officials, agents, employees and volunteers as additional insureds, and shall be endorsed to

provide that should the same be amended or cancelled before the expiration date, notice will be delivered to EBSD and EBCA in accordance with the policy provisions. Prior to the Effective Date, and at no cost to EBSD or EBCA, OCFA shall also procure, and maintain in full force and effect for the entire term of this Sublease, umbrella liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000).

10.2 Certificates of Insurance. Upon the Effective Date of Sublease and each anniversary of the Effective Date, OCFA shall provide to EBSD a certificate of insurance evidencing that the required insurance coverage is in place.

## **11. INDEMNIFICATION**

11.1 Notwithstanding the limits of any insurance, OCFA shall defend, indemnify, save, and hold harmless EBSD, its officers, agents, employees, and volunteers, from and against any and all claims, demands, losses, or liabilities of any kind or nature, and all expenses and costs relating thereto (including reasonable attorneys' fees) (collectively "Claims"), which EBSD, its officers, agents, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the acts or omissions of OCFA, its officers, agents, employees, volunteers, subtenants, invitees, or licensees, in connection with OCFA'S occupancy, maintenance, and/or use of the Property or improvements thereon. OCFA shall have no duty to defend nor indemnify against Claims against which OCFA is otherwise immune under Federal, State or local law, such rights of immunity being hereby reserved.

11.2 Notwithstanding the limits of any insurance, EBSD shall defend, indemnify, save, and hold harmless OCFA, its officers, agents, employees, and volunteers, from and against any and all Claims, which OCFA, its officers, agents, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the acts or omissions of EBSD, its officers, agents, employees, volunteers, contractors, subcontractors, subtenants, invitees, or licensees, in connection with EBSD's occupancy, maintenance, and/or use of the Property or improvements thereon. EBSD shall have no duty to defend nor indemnify against Claims against which EBSD is otherwise immune under Federal, State or local law, such rights of immunity being hereby reserved.

## **12. TAXES & ASSESSMENTS**

All taxes and assessments, if any, which become due and payable upon and which are directly attributable to the OCFA's fire facilities constructed upon the Property shall be the full responsibility of EBSD, and EBSD shall cause said taxes and assessments, if any, to be paid prior to the due date. EBSD shall pay all real property taxes and all other taxes, fees, and assessments, if any, attributable to the Property and this Sublease.

## **13. ASSIGNMENT & SUBLEASE**

13.1 OCFA shall not assign this Sublease or sublet the Property or any part thereof without the prior written consent of EBSD. OCFA and EBSD agree that OCFA shall not assign this Sublease or sublet the Property or Building, or any part thereof, for any non-governmental or commercial or retail use under any circumstances.

13.2 In the event OCFA desires to assign this Sublease, or sublet the Property, the Building or any part thereof, OCFA shall deliver all documents relating to such assignment or sublease to EBSD and EBSD shall respond in writing within sixty (60) calendar days after receipt of all

documents relating to such assignment or sublease that it consents or does not consent to such assignment or sublease on the same terms as those proposed.

13.3 In the event EBSD consents to any proposed assignment contemplated hereunder, OCFA shall have no further liability under this Sublease from and after the effective date of such assignment.

13.4 Neither EBCA nor EBSD shall lease or sublease any part of the Fire Station to any other party.

#### **14. ESTOPPEL CERTIFICATE**

OCFA agrees that it shall furnish from time to time upon receipt of a written request from EBSD or the holder of any deed of trust or mortgage covering the Property or any interest of EBSD therein, OCFA's standard form Estoppel Certificate containing information as to the current status of the Sublease.

#### **15: TOXIC & HAZARDOUS MATERIALS**

OCFA hereby warrants and represents that OCFA will comply with all laws and regulations relating to its storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "Toxic Materials"). OCFA shall be responsible for and shall defend, indemnify and hold EBSD, EBCA, their Governing Bodies, Commissions, officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Property by OCFA. If the storage, use, release and disposal of Toxic Materials on the Property by OCFA results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, OCFA shall promptly take any and all action necessary to clean up such contamination. EBSD shall be responsible for and shall defend, indemnify and hold OCFA, and its Board of Directors, officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, release and disposal of Toxic Materials on the Property by EBSD or EBCA at any time.

#### **16. DEFAULTS AND REMEDIES**

16.1 EBSD shall be deemed to be in default under the terms of this Sublease if EBSD shall fail to perform or observe any material covenant, condition, or agreement to be performed by EBSD under this Sublease and EBSD has not commenced remedial action to cure such condition of default within thirty (30) days after written notice from OCFA to EBSD specifying the type and nature of each material breach.

16.2 Likewise, OCFA shall be deemed to be in default under the term of this Sublease if OCFA shall fail to perform or observe any material covenant, condition, or agreement to be performed by OCFA under this Sublease and OCFA has not commenced remedial action to cure such condition of default within thirty (30) days after written notice from EBSD to OCFA specifying the type and nature of each material breach.

16.3 In the event of material default by EBSD, OCFA shall notify EBSD of such default in writing. If EBSD has not commenced remedial action to cure such default within thirty (30) days after

receipt of said written notice, and thereafter has not diligently pursued to completion such cure, OCFA may commence legal action against EBSD seeking strict performance of all covenants and conditions contained herein.

16.4 Likewise in the event of a material default by OCFA, EBSD shall notify OCFA of such default in writing. If OCFA has not commenced remedial action to cure such default within thirty (30) days after receipt of said written notice, and thereafter has not diligently pursued to completion such cure, EBSD may commence legal action against OCFA seeking strict performance of all covenants and conditions contained herein.

16.5 The remedies of EBSD and OCFA as herein provided are cumulative and in addition to and not exclusive of any other remedy of either party herein given or which may be permitted by law.

## 17. GENERAL CONDITIONS

17.1 If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this section shall excuse either party from the prompt payment of any charges required of them except as may be expressly provided elsewhere in this Sublease.

17.2 This Sublease sets forth the entire agreement between the Parties, and any modification must be in the form of a written amendment duly executed by all parties.

17.3 If any term, covenant, condition, or provision of this Sublease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

17.4 The failure of EBSD or OCFA to insist upon strict performance of any of the terms conditions, and covenants in this Sublease shall not be deemed a waiver of any right or remedy that EBSD or OCFA may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions and covenants herein contained.

17.5 Time is of the essence in the Parties performance of their respective obligations under this Sublease.

17.6 The validity, interpretation, and performance of this Sublease shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Sublease shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Sublease or who drafted that portion of the Sublease.

17.7 Except as expressly provided herein, this Sublease shall not be construed to establish rights in third parties, nor duties owed to third parties, who are not a party to the Sublease.

17.8 The various headings in this Sublease, the numbers thereof, and the organization of the Sublease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

**18. AUTHORITY**

18.1 EBSD and EBSD'S signatories represent that the signatories to this Sublease hold the positions set forth below their signatures and that the signatories are authorized to execute this Sublease on behalf of EBSD and to bind EBSD hereto.

18.2 OCFA and OCFA's signatories represent that the signatories to this Sublease hold the positions set forth below their signatures and that the signatories are authorized to execute this Sublease on behalf of OCFA and to bind OCFA hereto.

**19. NOTICES**

All notices pursuant to this Sublease shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery via fax machine, or seventy-two (72) hours after deposit in the United States Mail, via first-class delivery.

**TO EBSD**

Emerald Bay Service District  
600 Emerald Bay  
Laguna Beach, California 92651  
Attn: General Manager  
Phone: (949) 494-8572  
Fax: (949) 497-0982

**TO OCFA**

Orange. County Fire Authority  
1 Fire Authority Road  
Irvine, California 92602  
Attn: Fire Chief  
Phone: (714) 573-6010  
Fax: (714) 368-8800

**TO EBCA**

Emerald Bay Service District  
600 Emerald Bay  
Laguna Beach, California 92651  
Attn: Community Manager  
Phone: (949) 494-8571

**WITH A COPY TO:**

Woodruff, Spradlin & Smart  
555 Anton Boulevard  
Suite 1200  
Costa Mesa, CA 92626  
Attn: OCFA General Counsel

**WITH A COPY TO:**

Stradling, et al  
600 Newport Center Drive  
Suite 1600  
Newport Beach, CA 92660-6422  
Attn: Ms. Allison Burns

**20. ATTACHMENTS**

This Sublease includes the following, which are attached hereto and made a part hereof.

**EXHIBITS**

- A. Property Legal Description
- B. Property Depiction
- C. Fire Station 11 Anticipated Improvements and Repairs

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first set forth above.

**"OCFA"**

Orange County Fire Authority, ,  
a California Joint Powers Authority

By: \_\_\_\_\_  
Keith Richter, Fire Chief

ATTEST:

\_\_\_\_\_  
Clerk of the Authority

Approved as to form:

By: David Kendig  
David Kendig, General Counsel

**"EBSB"**

EMERALD BAY SERVICE DISTRICT, a  
California Community Services District

By: [Signature]  
President

By: [Signature]  
Secretary

ATTEST:

[Signature]  
Clerk of the Board

**"EBCA"**

EMERALD BAY COMMUNITY ASSOCIATION,  
A Non-profit Cooperative Corporation

By: [Signature]  
President

By: [Signature]  
Secretary

## EXHIBIT A

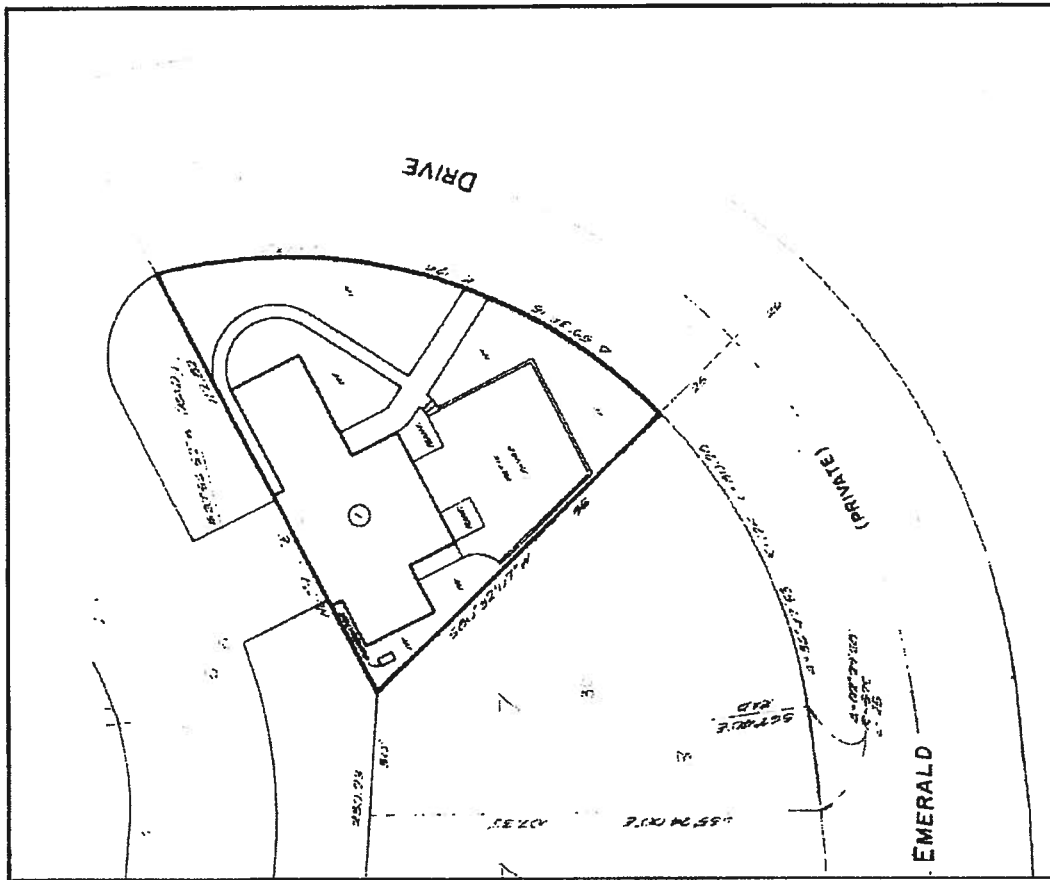
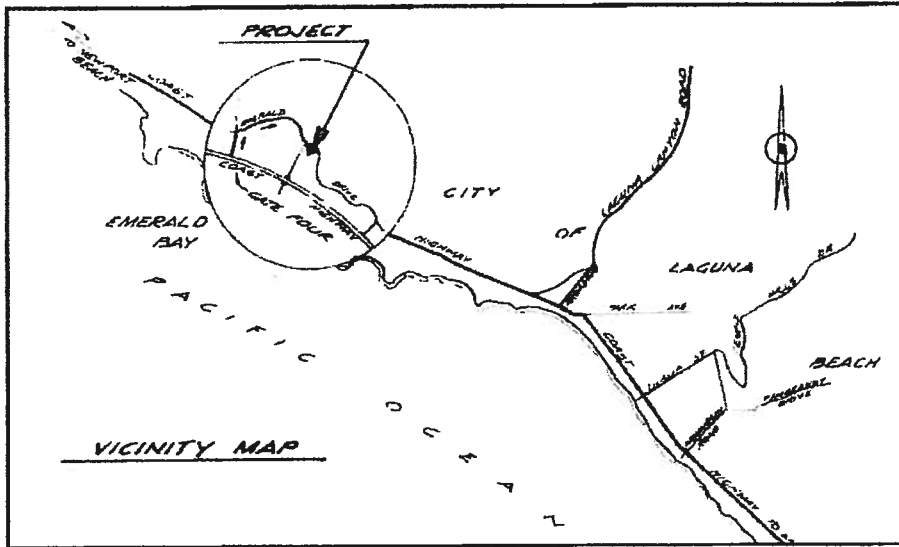
### PROPERTY LEGAL DESCRIPTION

A portion of that certain real property situated within a parcel of land in the County of Orange, State of California, as described in deed from William T. Craig and L. Etta Craig, his wife, to Title Insurance and Trust Company, recorded September 13<sup>th</sup> 1928 in Book 193, page 427 of Official Records of said Orange County, and being a part of Block 164 of Irvine's Subdivision as shown on a map recorded in Book 1, page 88 of Miscellaneous Maps, records of said Orange County, and more particularly described as follows, to-wit:

Beginning at the most Northerly corner of Lot 30 of Tract No. 977, Subdivision G of Emerald Bay, as per map thereof recorded in Book 31, pages 33, 34, and 35 of Miscellaneous Maps, records of said Orange County; thence, along the Northerly boundary line of said Lot 30, South 80° 32' 07" West, 95 feet; thence, leaving the boundary line of said Lot 30, North 7° 41' 27" East, 112.82 feet to the beginning of a curve, concave Southwesterly and having a radius of 125 feet, the center of which curve bears South 20° 56' 52" West; then Southwesterly along said curve, through a central angle of 59° 35' 15", a distance of 130 feet to the point of beginning.

A portion of Assessor Parcel Number 053-010-02

EXHIBIT B  
PROPERTY DEPICTION





## EXHIBIT C

### FIRE STATION 11 ANTICIPATED IMPROVEMENTS AND REPAIRS

#### Exterior

- |  | <u>Status</u>                               |
|--|---|
| • Paint/ repair wood - entire station          | Exterior repainted - wood repaired – 4/2011 |
| • Repair railing                               | Completed with repaint - 4/2011             |
| • General site clean-up                        | Completed by EB Maintenance Crew            |
| • Repair garden wall                           | Pending                                     |
| • Rehab/replant ivy area near Mimosa tree      | Completed by EB Maintenance Crew            |
| • Front entrance repair and landscape clean-up | Completed by EB Maintenance Crew            |
| • Repair gutter (rear exterior)                | Completed with exterior repaint – 4/2011    |

#### Interior

- |                                 | <u>Status</u>                 |
|---------------------------------|-------------------------------|
| • Repaint                       | Pending Sublease Agreement    |
| • Replace blinds                | New blinds installed - 3/2011 |
| • Remodel/update both bathrooms | Pending Sublease Agreement    |
| • Remodel/update kitchen        | Pending Sublease Agreement    |

#### Project Prioritized

- |  | <u>Status</u>  |
|--|--|
| • Exterior repaint and gutter/railing repair | Entire exterior repainted, gutters and rails repaired and accepted by EB |
| • Interior repaint                           | Pending space remodel/update   |
| • General site clean-up and landscape repair | Completed  |
| • Remodel/Update 2 bathrooms                 | Pending Sublease Agreement   |
| • Remodel/update kitchen                     | Pending Sublease Agreement   |

#### Other Improvement

- |                                  | <u>Status</u>  |
|----------------------------------|--|
| • Replacement air compressor     | Installed - 5/2012   |
| • Replacement of departure apron | Monitoring for potential future repair                             |
| • Handicap Accessibility Upgrade | Studied and found not feasible with current site/grade conditions. |
| • Add storage shed               | Tuff shed did not meet HOA CCR                                     |

#### **Reimbursement Schedule**

If the Sublease is terminated pursuant to Section 3.3 during the initial five (5) year term, EBSD or EBCA shall reimburse OCFA for the cost of the alterations and/or improvements listed above according to the following schedule:

- Year 1 – 80% of the cost of alterations/improvements
- Year 2 – 60% of the cost of alterations/improvements
- Year 3 – 40% of the cost of alterations/improvements
- Year 4 – 20% of the cost of alterations/improvements
- Year 5 – 0% of the cost of alterations/improvements

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

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief  
Support Services Department

SUBJECT: **Vehicle Lease Agreement between Orange County Fire Authority and City of Costa Mesa for Two Type III Paramedic Vans**

Summary:

This agenda item is submitted to request approval of the submitted Lease Agreement with the City of Costa Mesa for two Type III paramedic vans.

Recommended Action:

Approve and authorize the Fire Chief to execute the proposed Lease Agreement, including any non-substantive amendments to this Lease Agreement as determined by General Counsel, with the City of Costa Mesa in the amount of one dollar (\$1.00) for the use of two 2003 Leader Type III paramedic vans.

Background:

The City of Costa Mesa Fire Department made contact with the Orange County Fire Authority regarding the availability of the use of two Type III paramedic vans. The request was made due to the fact the Fire Department is changing its EMS delivery service and adding paramedic vans into its system. The specification development, bid, and build time is well over a year and the City is in hopes to put two paramedic vans into service before that time frame.

The Orange County Fire Authority is in the process of surplusing two of its paramedic vans. The City of Costa Mesa's Fire Chief and his staff have inspected and believe these units will fulfill the department's interim need until delivery is taken of its new units.

Impact to Cities/County:

None.

Fiscal Impact:

None.

Staff Contact for Further Information:

Rick Oborny, Fleet Services Manager  
[rickoborny@ocfa.org](mailto:rickoborny@ocfa.org)  
(714) 573-6651

Attachment:

Proposed Lease Agreement

**VEHICLE LEASE AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
The City of Costa Mesa  
FOR TWO TYPE III PARAMEDIC VANS**

This vehicle lease agreement ("Agreement") is made by and between the Orange County Fire Authority, a California joint powers authority ("OCFA") and The City of Costa Mesa ("City"), and is effective as of the date last approved by the city or OCFA.

1. OCFA is the owner of the following personal property: A 2003 Type III Paramedic Van vehicle (identification number #1FDXE45F43HB10703) and a 2003 Type III Paramedic Van (vehicle identification number #1FDXE45F53HB10709) ("Vehicles," or singularly, "Vehicle").
2. OCFA will lease the vehicles to City for City use during the period from April 1, 2013 through December 31, 2013 ("Term").
3. Ownership of Vehicles shall remain with OCFA. City shall have no right, title, or interest in the Vehicles, except as set forth in this Agreement. The parties intend that this Agreement shall not constitute a sale of, nor create a security interest in, the Vehicles.
4. As consideration for this Agreement, City shall pay OCFA a total of One Dollar (\$1.00) no later than April 1, 2013. As additional consideration, City agrees to lease to OCFA two paramedic vans, if available and requested during calendar year 2013, under substantially similar terms and conditions.
5. This Agreement shall terminate on December 31, 2013, unless earlier terminated by either party upon giving five days' notice to the other.
6. Vehicle shall be used by City's Fire Department only for emergency responses and its operation is limited to public safety personnel employed by the City's Fire Department.
7. City shall be responsible for payment of fees for any licenses, registrations, permits or other certificates required for the lawful operation of Vehicles during the term of this Agreement.
8. During the Term of this Agreement, City shall (a) furnish all labor and parts required for maintaining, repairing, and replacing component parts of Vehicles to keep it in good operating condition and appearance, (b) comply with the manufacturer's operating procedures and warranty restrictions and all laws, ordinances, and regulations applicable to Vehicles or their use, (c) maintain accurate

and complete records of all repairs and maintenance of Vehicles and allow OCFA to inspect those records at any time. City will not make any alterations, additions or improvements to Vehicles without OCFA's prior written consent. OCFA shall have the right to remove any such alterations, additions or improvements at the end of the Term.

9. City shall bear the entire risk of loss, damage, theft, or destruction of the Vehicles until they are returned to OCFA. In the event of damage to one or both of the Vehicles, City shall repair and restore the Vehicle to the condition it was in immediately prior to the time of damage. If it is not repairable, as determined in the sole discretion of OCFA, City shall pay OCFA the fair market value of Vehicles.

10. Vehicles will be leased to City "as is." OCFA has not made, may not be considered to have made, and specifically disclaims (a) any express or implied representation or warranty with respect to the Vehicles, regarding condition, design, operation, merchantability, freedom from claims of infringement or the like, fitness for use for a particular purpose, or absence of discoverable or non-discoverable defects and (b) any other express or implied representation or warranty with respect to Vehicles, (including any implied warranty arising from a course of performance, course of dealing, or usage of trade.) City understands and acknowledges that vehicles are shown as relief vehicles by OCFA and are considered by OCFA to be relief Paramedic Vans. City assumes all risk of use of Vehicles and City will assert no claim or defense against OCFA, its agents, officers, directors, employees, volunteers and attorneys arising from the condition or use of Vehicles or risks relating to it, excepting those claims arising from OCFA's gross negligence or willful misconduct. City waives any claim for incidental or consequential damages.

11. City agrees to indemnify and hold harmless OCFA, its agents, officers, directors, employees, volunteers and attorneys from and against all claims, damages, losses, liabilities, demands, suits, judgments, causes of action, legal proceedings, penalties, fines, and other sanctions, and any attorneys' fees and other reasonable costs and expenses, arising or imposed with or without City's fault or negligence (whether active or passive) or under the doctrine of strict liability (collectively, "claims") relating to or arising in any manner out of this Agreement or the breach of any representation, warranty, or covenant made by OCFA under this Agreement, or the Vehicles' condition, excepting where arising from OCFA's gross negligence or willful misconduct.

12. City waives, and releases OCFA, its agents, officers, directors, employees, volunteers and attorneys from, any claims in any way connected with injury to or death of City's personnel, loss or damage of City's property, or loss of use of any property that may (a) result from or arise in any manner out of the condition, use, or operation of the Vehicles, or (b) be caused by any defect in the vehicles, their design, testing or construction, or any maintenance, service or repair, excepting where arising from OCFA's gross negligence or willful misconduct. Paragraphs 4, 10 and 11 of this Agreement shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and are expressly included for the benefit of, and may be enforceable by, OCFA.

13. City shall submit to OCFA certificates of insurance and required endorsements indicating it meets the following minimum insurance requirements.

- (1) Workers Compensation insurance to cover City Employees as required by the California Labor Code, in the minimum amount of \$1,000,000 each accident/\$1,000,000 each employee for disease. A waiver of subrogation is required.
- (2) General Liability insurance including operations, products and completed operations with a limit of \$1,000,000/\$2,000,000 each occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (3) Automobile insurance in the amount of \$1,000,000 each accident/\$1,000,000 uninsured motorist
  - a. OCFA, its agents, officers, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of Vehicles leased by the City. This condition must be endorsed on the City's insurance policy.
  - b. For any claims related to the leased Vehicles, the City's insurance coverage shall be primary insurance as respects OCFA, its agents, officers, employees, and volunteers. Any insurance or self-insurance maintained by OCFA, its officers, officials, employees, and volunteers shall be excess of the contractor's insurance and shall not contribute with it. This condition must be endorsed on the City's insurance policy

14. City may not assign its interest or sublease Vehicles without OCFA's written consent.

15. This Agreement constitutes the entire agreement between City and OCFA relating to Vehicles. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by OCFA and City.

16. All written notices pursuant to this Agreement shall be addressed as set forth below and shall be delivered in person or sent Certified or Registered mail, postage prepaid:

To:

OCFA  
Attn: Rick Oborny  
1 Fire Authority Road  
Irvine, CA 92602

To:

City of Costa Mesa  
Attn: Gant Corum  
77 Fair Drive, PO Box 1200  
Costa Mesa, CA 92682-1200

**IN WITNESS WHEREOF**, the parties hereto have executed the Vehicle Lease Agreement on the date last approved by the City or OCFA.

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

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

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

Keith Richter  
Fire Chief

**ATTEST:**

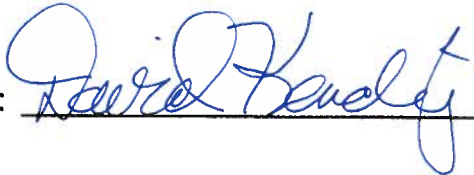
By: \_\_\_\_\_

Sherry A.F. Wentz  
Clerk of the Authority

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

**APPROVED AS TO FORM:**

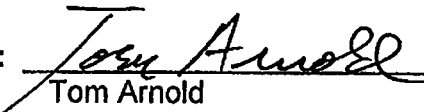
DAVID KENDIG  
GENERAL COUNSEL

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

Date: 3/20/13 \_\_\_\_\_

**City of Costa Mesa Fire**

Date: March 14, 2013 \_\_\_\_\_

By:  \_\_\_\_\_  
Tom Arnold  
Fire Chief

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

TO: Executive Committee, Orange County Fire Authority

FROM: Zenovy Jakymiw  
Human Resources Director

SUBJECT: **Approval of Employee Relations Manager and Training Program Specialist Classification Specifications and Salary Ranges**

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 new class specifications of Employee Relations Manager and assign the annual salary range of \$93,080 to \$147,846.
2. Adopt the new class specifications of Training Program Specialist and assign the annual salary range of \$63,399 to \$85,447.
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.

***Human Resources Division – Employee Relations Manager***

The Human Resources Division consists of several sections which administer the Risk Management Program, Employee Benefits Program, and the Employee Relations Program. Within the past two to three years, the Human Resources Division has been operating with a staffing reduction of four positions. Through the process of stream lining operational procedures and job restructuring, the workload has been absorbed by other positions within the division. However as time progressed, the workload which had been assumed by the vacated positions has increased and additional staffing has been identified as an essential need to maintain pace with the expanded activity.

The Employee Relations Program has experienced a significant increase in activity covering the areas of recruitments, grievance administration, employment compliance and Memorandum of Understanding (MOU) administration. The program originally was staffed by four professional staff members, which included three Senior Human Resources Analysts and one Human Resource Analyst. Within the past three years, due to retirements, the section has been down two professional staff members, which had filled a Senior Human Resources Analyst position and a Human Resources Analyst position. During the vacancy of these two positions, the workload was absorbed by the remaining staff. However, due to the increased employee relations activity and future anticipated activity involving labor negotiations, a need exists to fill the current vacancies with at least one staff member.

The recommendation is to establish the Employee Relations Manager classification. This position will, in addition to assuming the duties performed by the Senior Human Resources Analyst, assume the duties of coordinating and supervising the activities of the Employee Relations Program, which will add to the improvement of the department's efficiency. The coordination and supervision of the activities in the program has been identified as an essential need to facilitate the effective administration of the program. With the added collective bargaining activity scheduled in the future, a greater supervisory element is needed to ensure that appropriate follow-through continues on the day-to-day employee relations activities.

***Operations Department/Training and Safety Section – Training Program Specialist***

The Training and Safety Section delivers and facilitates training activities to all Operations personnel. To support this activity, the Training and Safety Section maintains the classification of Fire Training Program Specialist. The Fire Training Program Specialist classification provides activities in support of training officers and operations exclusively focusing on suppression related training. This position was vacated in 2012 due to a retirement, and has remained vacant, while a review of organizational training needs was conducted.

The review of organizational training needs concluded that the position warranted a broadening of its duties and responsibilities. A need for both suppression and non-suppression training exists within the organization. To achieve this goal, the current position of Fire Training Program Specialist must be expanded to incorporate this function. As a result, the current classification has been expanded to include non-suppression training. The classification specification identifies the added duties of non-suppression training activities and the title of the classification has been amended to reflect the broader scope of responsibility. Because this classification will assume a higher level of responsibility, the salary has also been amended to appropriately compensate the incumbent assuming this added responsibility.

Impact to Cities/County:

None.

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 – Employee Relations Manager
2. Class Specification – Training Program Specialist





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: Employee Relations Manager

Supervises and facilitates employee relations, which includes: mediating workplace conflicts; advising and assisting in the resolution of grievances; preparing recommendations and management responses; offering consultative support to management and supervisors to further employer relations objectives; assisting and advising managers in employee performance management processes, including reviewing performance evaluations for consistency and making recommendations; coordinating and conducting internal investigations; working closely with management to ascertain union/management issues which require resolution or contract clarification; developing employee relations strategies; interpreting and applying contract language, State and Federal laws, and legislation.

Supervises and facilitates labor relations, which includes: preparing labor relations documents and contract language; developing and recommending labor relations policies; representing the organization in meetings with bargaining units; interpreting contract language and providing guidance to management and employees; participating in developing negotiating strategies; conducting special reports; preparing reports; and, performing other related duties.

Supervises and manages the employee development process, which includes: participating in the design and presentation of training materials; assisting management and supervisory staff in the performance management process; providing career counseling and guidance; and, performing other related activities.

Performs other duties of a similar nature or level.

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### **MINIMUM QUALIFICATIONS:**

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

Bachelor's Degree in Business Administration, or a related field, and five years of professional level human resources experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

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

None required.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: Employee Relations Manager

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

Knowledge of:

- Supervisory principles;
- Broad based human resources principles and practices;
- Customer service principles;
- Applicable Federal, State, and Local laws, rules, regulations, and policies;
- Research methods;
- Mathematical concepts;
- Conflict resolution techniques;
- Investigation techniques.

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

Skill in:

- Monitoring and evaluating employees;
- Prioritizing and assigning work;
- Using a computer and applicable software applications;
- Providing customer service;
- Handling multiple priorities simultaneously;
- Conducting research;
- Interpreting applicable Federal, State, and Local laws, rules, regulations, policies, and procedures;
- Representing the organization at filings, selection complaints, and grievances;
- Planning and managing complex projects and interdepartmental project teams;
- Developing strategies, goals, and objectives;
- Analyzing problems and identifying problem areas, identifying alternative solutions, weighing alternatives, projecting consequences of actions, and making recommendations;
- Evaluating performance management processes;
- Developing performance improvement plans;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

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#### **PHYSICAL REQUIREMENTS:**

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

**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.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: Employee Relations Manager

#### **WORKING CONDITIONS:**

Incumbents work 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:**

Draft prepared by Fox Lawson and Associates LLC (LM), Date: 9/01

Final prepared by OCFA, Date: 03-13

Human Resources Director Review:

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

Adopted by Board of Directors: 03-28

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Training Program Specialist

**REPORTS TO:** Battalion Chief/Chief  
Training Officer

**FLSA:** Non-Exempt

**SUPERVISES:** N/A

**CLASS CODE:** 1525

**DEPARTMENT:** Operations

#### **CLASS SUMMARY:**

Incumbents are responsible for performing a variety of activities in support of the Training & Safety Section and training officers in the section, including research, planning, designing, delivering, coordinating, and evaluating workplace training and educational programs.

#### **DISTINGUISHING CHARACTERISTICS:**

The Training Program Specialist is a standalone classification, differentiated from other classifications by its training and support responsibilities.

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

Conducts business analysis and needs analysis/front end analysis by consulting with internal customers.

Researches and selects training materials appropriate for identified needs.

Designs and redesigns courses, including course development, occupational analysis, lesson plans, student manuals, written examinations, and formative and summative course evaluations. Courses may include standard, repeatable modules, customized training, or creation of new training modules.

Assists in the development, implementation, and system maintenance of computerized training records systems/learning management systems (LMS).

Prepares, evaluates and maintains instructional materials for use in training classes.

Prepares lesson plans, instructor guides, student information, written examinations, manipulative skills examinations, and media for training purposes.

Researches and evaluates commercially produced training materials, videos, and resources.

Delivers training classes for OCFA employees, including classroom and webinar/alternate media settings.

Performs statistical analysis to determine examination reliability and validity.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Training Program Specialist

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Researches, selects, and contracts with outside professional trainers to deliver training as needed.

Prepares proposals and/or presentations to be delivered to executive and administrative management for program consideration.

Assembles and facilitates cross-functional teams of Subject Matter Experts (SME's).

Prepares and produces the annual Training Activity Plan.

Participates in the budget process.

Composes, proofreads and edits a variety of business communications.

Provides assistance and targeted training to Training & Safety section staff members on various software applications utilized in section.

Performs other duties of a similar nature or level.

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### **MINIMUM QUALIFICATIONS:**

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

Four years of full-time experience in position(s) that utilized knowledge of training methods and techniques related to individual development, adult education, employee training and development programs, and workplace training programs. A Bachelor's degree in a related field or equivalent experience is required; a Master's degree in a related field is highly desirable. Experience in or with the fire service is also highly desirable.

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

- A valid California Driver's License
- Certification as a Certified Professional in Learning and Performance (CPLP) or similar professional certification is highly desirable.

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

Knowledge of:

- Knowledge of needs assessment/analysis, instructional design, and curriculum development
- Adult learning theory and education principles, practices and techniques
- Instructional Systems Design principles and techniques
- Training delivery principles and methods
- Training aids in fire technology





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Training Program Specialist

- Educational statistics
- Principles and practices of learning management systems
- Formative and summative evaluation principles and techniques
- Current training and organizational development theories, methods and models
- Knowledge of group process, group dynamics and interpersonal relations
- Research and analysis methods and practices.

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

##### Skill in:

- Verbal and written communications
- Work with and manage multiple priorities, changing deadlines and interruptions
- Use a computer and applicable software applications
- Speak effectively before groups of varying sizes in diverse settings
- Instruct other adults using multiple training methodologies
- Establish and maintain effective working relationships
- Work effectively and cooperatively in a team setting
- Design courses, lesson plans, instructor guides, written and manipulative examinations, and course materials
- Formulate learning objectives, create and evaluate training objectives and requirements
- Evaluate training curricula, including both formative and summative evaluations, and determine return on investment (ROI)

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#### **PHYSICAL REQUIREMENTS:**

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

**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:**

Incumbent works in a standard office environment. Work is also performed in an outdoor setting when manipulative training is required, with variable temperatures and uneven terrain.

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Training Program Specialist

**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: March 2013

Human Resources Director Review:

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

Adopted by Board of Directors, Date: February 28, 2013

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**CONSENT CALENDAR – SUPPLEMENTAL AGENDA ITEM  
EXECUTIVE COMMITTEE MEETING  
March 28, 2013**

TO: Executive Committee, Orange County Fire Authority

FROM: Dave Thomas, Assistant Chief  
Operations Department

SUBJECT: **Approval of Additional Expenditures for Five-Year Inspection for OCFA Helicopter 1**

Summary:

This item is submitted to approve a change order with Rotorcraft Support Inc. for additional parts and services identified during the five-year inspection of OCFA Helicopter 1 (N141FA), a Bell 412EP.

Recommended Action:

Approve and authorize the purchasing manager to revise the purchase order to Rotorcraft Support Inc. from \$91,730.00 to the amount of \$115,794.00 for the additional parts and services required to complete and certify the five-year inspection of OCFA Helicopter 1 (N141FA).

Background:

On November 15, 2012, the Executive Committee approved a sole source purchase order to Rotorcraft Support Inc. for the required five-year inspection of OCFA Helicopter 1 for \$91,730.00. The Executive Committee authorized the Fire Chief to approve additional expenditures for up to 15% of the original purchase order amount (\$104,489.00). During the inspection, items were identified that required additional service, repair and/or replacement. These items include:

- Repairs to the tail rotor blades beyond the original estimate
- Replacement of several sets of bearings
- Required FAA servicing to seatbelts
- Required servicing of on-board fire extinguishing systems (FAA directive)

The additional services and parts were approved by staff in order to maintain the aircraft airworthiness in compliance with Federal Air Regulations (FAR) [Part 91, §403 (c)]. The additional work resulted in a 26.2% increase (\$24,064.00) over the amount approved by the Executive Committee.

The original scope of work provided by Rotorcraft Support indicated that the initial price quote was an estimate and that additional charges could be incurred once the aircraft was disassembled and components were inspected. The work has been completed and invoiced. No additional costs are anticipated.

Impact to Cities/County:

None.

Fiscal Impact:

\$24,064.00 (additional); \$115,794.00 total (budgeted)

Staff Contacts for Further Information:

Dave Thomas, Assistant Chief

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

(714) 573-6014

Michael Boyle, Division Chief

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

(714) 527-0537

Attachments:

None.

There are no supportive materials  
for Executive Committee  
Chief's Report Item No. 6