



**NOTICE AND CALL OF A SPECIAL MEETING
OF THE
ORANGE COUNTY FIRE AUTHORITY FOUNDATION
BOARD OF DIRECTORS**

A Special Meeting of the
Orange County Fire Authority Foundation Board of Directors
has been scheduled for March 2, 2023
at 10:00 a.m.

The meeting will be held at:
Orange County Fire Authority
Regional Fire Operations & Training Center
Boardroom
1 Fire Authority Road
Irvine, CA

The business to be transacted at the meeting will be
as shown on the attached Agenda.

Opportunity will be provided for members of the public to address the
Orange County Fire Authority Foundation Board of Directors
regarding any item of business as described on the Agenda.


Doug Davert, Chairman



**Orange County Fire Authority Foundation
Special Meeting Agenda
Thursday, March 2, 2023
10 a.m.**

Orange County Fire Authority
Regional Fire Operations and Training Center
Boardroom
1 Fire Authority Road
Irvine, California 92602

Board Members

Doug Davert, Chair • Chris Lowe, Vice Chair
Sherri Butterfield • Al Murray • Thomas Wilson

Brian Fennessy, Chief Executive Officer • Jim Ruane, Chief Financial Officer
David Kendig, Legal Counsel • Maria Huizar, Secretary

**NOTICE REGARDING
PUBLIC ACCESS AND PARTICIPATION**

This meeting is open to the public. Committee members will participate in person. There are several alternative ways to make comments including:

In Person Comments at Meeting: 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 their 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 and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

If you wish to speak, 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 item being considered. Speaker Forms are available at the entryway of meeting location.

E-Comments: Alternatively, you may email your written comments to coa@ocfa.org. E-comments will be provided to the Committee members upon receipt and will be part of the meeting record as long as they are received during or before the Committee takes action on an item. Emails related to an item that are received after the item has been acted upon by the Committee will not be considered.



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 and identify the need and the requested modification or accommodation. Please notify us as soon as is feasible, however 48 hours prior to the meeting is appreciated to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact the Clerk of the Authority at (714) 573-6040 Thursday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <https://www.ocfa.org/aboutus/OCFAFoundation.aspx>

CALL TO ORDER – Chair Davert

PLEDGE OF ALLEGIANCE – Director Butterfield

ROLL CALL – Secretary Huizar

PUBLIC COMMENTS

PRESENTATION

- Spark of Love/KWAVE

1. CONSENT CALENDAR

A. Minutes from the OCFA Foundation Board of Directors Regular Meeting held on November 29, 2022

Submitted by: Maria Huizar, Secretary

Recommended Action:

Approve as submitted.

2. DISCUSSION CALENDAR

A. Consulting Services Contract for Purposes of Expanding Foundation Fundraising Opportunities

Submitted by: Jim Ruane, Chief Financial Officer

Recommended Action:

Authorize the Chair, Chief Financial Officer, or Chief Executive Officer to execute a professional services agreement (PSA) with SF4 Flanigan Group in form and content approved by to the Chief Financial Officer, the Chair of the Foundation, and Foundation Legal Counsel for fundraising consulting services, provided the approved PSA includes the following mandatory terms:

- a) An initial term of no more than one (1) year, subject to future renewal by the Board;
- b) Termination of the PSA at the discretion of the Foundation on no more than thirty (30) days' notice;
- c) Monthly compensation of \$18,333 for the first two months, and monthly compensation thereafter calculated as 33% of the monthly increase in donations and grants actually received by OCFA in each month, with compensation capped at \$18,333 per month;
- d) Total compensation and reimbursements for the first year capped at \$230,000.

B. Proposed Updates to Foundation Disbursement Policy Guidelines and Roles and Responsibilities Matrix

Submitted by: Jim Ruane, Chief Financial Officer

Recommended Action:

Approve the proposed amendments to the Disbursement Policy Guidelines and adopt the Procurement Roles and Responsibilities Matrix.

C. Authorize and Approve Program Revenue Transfers for Support of the Open House and Best and Bravest Events, and Expenditure for Foundation Staff Training

Submitted by: Jim Ruane, Chief Financial Officer

Recommended Actions:

- (1) Receive the report:
 - a. Authorize and approve the transfer of \$10,000 of unrestricted/general funds to the Open House event.
 - b. Authorize and approve the transfer of \$40,000 of unrestricted/general funds to the Best and Bravest event.
 - c. Authorize and approve the expenditure of \$4,000 of Special Department Expenses for nonprofit management training program for Board Secretary.

BOARD MEMBER COMMENTS

ADJOURNMENT

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.6, 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 24 hours prior to the meeting.

 Maria D. Huizar
 Secretary



Orange County Fire Authority Foundation Special Meeting Minutes

Monday, November 28, 2022
12 noon

Orange County Fire Authority
Regional Fire Operations and Training Center
Boardroom

1 Fire Authority Road
Irvine, California 92602

Doug Davert, Chair
Chris Lowe, Vice Chair
Sherri Butterfield, Director
Thomas Wilson, Director
Al Murray, Director (Absent)
Brian Fennessy, CEO
Jim Ruane, CFO
David E. Kendig, General Counsel
Maria D. Huizar, Secretary

CALL TO ORDER

The meeting was called to order at 12:05 p.m.

PLEDGE OF ALLEGIANCE

Director Wilson led the Foundation in the Pledge of Allegiance.

ROLL CALL

Director Murray was absent.

PUBLIC COMMENTS

The public offered no comments.

1. CONSENT ITEMS

A. Minutes from the OCFA Foundation Board of Directors Regular Meeting held on April 28, 2021

On motion of Director Lowe and seconded by Director Butterfield, the Board approved the Minutes as submitted by acclamation (Director Murray absent).

2. DISCUSSION CALENDAR

A. Update on Foundation Website

On motion of Director Lowe and seconded by Director Butterfield, the Board approved staff recommendation that the Foundation continue development and utilization of the externally hosted online donation web portal by acclamation (Director Murray absent).

B. Update on Foundation Supported Activity and Financial Status

On motion of Director Lowe and seconded by Director Butterfield, the Board approved staff recommendation that the Foundation continue to provide financial support for the programs as presented, and authorize the transfer of program funds as outlined in the staff report by acclamation (Director Murray absent).

FOUNDATION MEMBERS COMMENTS

None offered.

ADJOURNMENT

Chair Davert adjourned the meeting at 12:38 p.m.

Maria D. Huizar, CMC
Foundation Secretary

DISCUSSION CALENDAR - AGENDA ITEM NO. 2A
OCFAF BOARD OF DIRECTORS MEETING
March 2, 2023

TO: Board of Directors, Orange County Fire Authority Foundation

FROM: Jim Ruane, Chief Financial Officer (OCFA Foundation)

SUBJECT: Consulting Services Contract for Purposes of Expanding Foundation Fundraising Opportunities

Summary:

This agenda item is submitted to provide Foundation staff authorization to award a professional services contract for fundraising consulting services.

Recommended Action:

Authorize the Chair, Chief Financial Officer, or Chief Executive Officer to execute a professional services agreement (PSA) with SF4 Flanigan Group in form and content approved by to the Chief Financial Officer, the Chair of the Foundation, and Foundation Legal Counsel for fundraising consulting services, provided the approved PSA includes the following mandatory terms:

- a) An initial term of no more than one (1) year, subject to future renewal by the Board;
- b) Termination of the PSA at the discretion of the Foundation on no more than thirty (30) days' notice;
- c) Monthly compensation of \$18,333 for the first two months, and monthly compensation thereafter calculated as 33% of the monthly increase in donations and grants actually received by OCFA in each month, with compensation capped at \$18,333 per month;
- d) Total compensation and reimbursements for the first year capped at \$230,000.

Background:

Since its formation in 2009, the Foundation has successfully and efficiently raised funds sufficient for supporting various programs, most notably the Girls Empowerment Camp, Spark of Love Holiday Toy Drive, Best & Bravest employee recognition event, Fire Cadet Academy, Drowning Prevention, and Smoke Alarm program, and most recently added, the employee Health & Welfare program. While successful, the outreach and breadth of these programs has been limited by the fund raising resources available, which to this point in time, has relied largely on "word of mouth", limited program promotion, and other unsolicited exposure to the Foundation's mission. At their meeting in November 2022, the Foundation Board received a presentation of the newly launched Foundation web content and donation portal, which provides significantly improved informational content and doner management capabilities.

While the above described development efforts have been effective, it is recognized that further development efforts requiring outside professional subject matter expert assistance would provide a significant boost towards achieving the Foundation's full potential for accomplishing its mission.

Foundation CEO Fire Chief Brian Fennessey and Chair Doug Davert have identified a consultant with the experience and resources that are ideally suited for furthering the development of the Foundation. The firm of SF4 Flanigan Group has a proven record of assisting like foundations reach their development goals. The experience and areas of expertise not substantially possessed by current Foundation staff that would be brought to the Foundation though the proposed engagement for services would include strategic planning, charitable advising, philanthropy, fundraising, training and coaching (i.e. how to raise money), facilitate peer learning groups, and provide public outreach and speaking (i.e. keynotes).

The contract is to be structured so as to ensure a return on investment in the form of near and long-term increased donation revenue, as well as an increased donor base, while providing a baseline services fee consistent with current industry norms. The contract terms are to conform to the requirements set forth in the Foundation Disbursement Policy Guidelines and accompanying Procurement Roles and Responsibilities Matrix, in its form with amendments as proposed by agenda item 02B.

Fiscal Impact:

To be determined by the outcome of contract negotiations with Foundation management and the consultant, and as provided for in the Procurement Roles and Responsibilities Matrix (if amended as proposed by agenda item 02B). The cost is anticipated to reach up to \$250,000 on a gross basis for the contract term, excluding revenue offsets from future donation revenue.

Contact for Further Information:

Jim Ruane, OCFAF Chief Financial

Officer JimRuane@ocfa.org

(714) 573-6801

Attachment(s)

Draft Professional Services contract

**ORANGE COUNTY FIRE AUTHORITY FOUNDATION
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the Orange County Fire Authority Foundation, a public agency, hereinafter referred to as “Foundation”, and SF4 Flanigan Group, a Corporation/Partnership/Sole Proprietorship, hereinafter referred to as “Firm”. Foundation and Firm are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Foundation requires the services of a qualified firm to plan, organize, manage, and execute the Foundation fundraising activities from grant sources and private and public donors (hereinafter referred to as “Project”); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, the Foundation desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Foundation agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Exhibit “A.” Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the Foundation.

1.2 Compliance with Law

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of Foundation and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits

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

1.4 Familiarity with Work

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by Foundation, Firm shall immediately inform Foundation of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Foundation Chief Financial Officer.

1.5 Care of Work

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

1.6 Additional Services

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Foundation Chief Financial Officer, Foundation Chief Financial Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Chief Financial Officer. Any greater increase must be approved in writing by the Foundation Board of Directors.

2. TIME FOR COMPLETION

The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed as set forth in Exhibit "A," in an amount not to exceed \$230,000.

3.2 Method of Payment

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

3.3 Changes

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

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

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

3.4 Approval of Project Funds

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Foundation Chief Financial Officer.

4.3 Force Majeure

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

4.4 Term

This agreement shall continue in full force and effect until satisfactory completion of the Services, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement but not exceeding 240 days from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Firm

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

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for Foundation to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of Foundation.

5.2 Foundation Chief Financial Officer

The Foundation Chief Financial Officer shall be designated in writing by Foundation. It shall be the Firm's responsibility to keep the Foundation Chief Financial Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by Foundation to the Foundation Chief Financial Officer. Unless otherwise specified herein, any approval of Foundation required hereunder shall mean the approval of the Foundation Chief Financial Officer.

5.3 Prohibition Against Subcontracting or Assignment

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for Foundation to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of Foundation.

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to Foundation for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. Foundation will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and Foundation. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. Foundation shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by Foundation, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

5.3.3 Assignments. Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Foundation. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any

surety of Firm from any liability hereunder without the express written consent of Foundation.

5.4 Independent Contractor

5.4.1 The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an Foundation employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as Foundation officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither Foundation nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at Foundation's offices. Foundation shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. Foundation shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

5.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against Foundation, or bind Foundation in any manner.

5.4.3 No Foundation benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, Foundation shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. Foundation shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the Foundation has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless Foundation from and against all such financial obligations.

5.6 Employee Retirement System Eligibility Indemnification

5.6.1 In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the Foundation, Firm shall indemnify, defend, and hold harmless Foundation against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the Foundation.

5.6.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by Foundation, including but not limited to eligibility to enroll in PERS as an employee of Foundation and entitlement to any contribution to be paid by Foundation for employer contribution and/or employee contributions for PERS benefits.

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to Foundation, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to Foundation that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

6.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage

applicable to this Agreement. The policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

6.2.1.2 If the PLI policy of insurance is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the “PLI Coverage Period”). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the Foundation.

6.2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to Foundation, to ensure PLI coverage during the entire course of performing the Services.

6.2.1.4 Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and Foundation shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. CGL insurance shall be provided on an occurrence-based coverage form; a “claims made” CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

6.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the Foundation, its board members, officials, officers, employees, agents and volunteers.

6.2.4.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the Foundation, its board members, officials, officers, employees, agents and volunteers.

6.2.4.2 Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the Foundation will accept workers' compensation insurance from the State Compensation Fund. In the event the Foundation determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the Foundation, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Foundation.

6.3.1 Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

6.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or

endorsement that has not been submitted to the Foundation for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the Foundation to add the following provisions to the insurance policies:

6.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

6.4.1.1 Additional Insured: The Foundation, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

6.4.1.1.1 Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

6.4.1.2 Primary, Non-Contributing. Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the Foundation, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

6.4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the Foundation. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm’s failure to pay the insurance premium, the notice provided by the insurer to Foundation shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify Foundation in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to Foundation that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Foundation in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the Foundation in the Foundation's sole and absolute discretion. (Firm may request pre-approval from Foundation of a deductible or self-insured retention prior to submitting Firm's Proposal).

6.6 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the Foundation, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the Foundation, its officials, officers, employees, agents and volunteers.

6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If Foundation approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to Foundation upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the Foundation, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the Foundation, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at Foundation's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents Foundation requires to verify coverage.

6.7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Foundation for written approval.

6.7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Foundation. If such coverage is cancelled or reduced and not replaced immediately so

as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Foundation evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the Foundation. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the Foundation to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the Foundation nor does it waive any rights hereunder.

6.10 Insurance for Subconsultants. If Foundation approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of Foundation, Firm shall deliver to Foundation all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not Foundation requests delivery of evidence of such coverage.)

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.11.1 Firm shall provide immediate written notice to Foundation if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-

renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the Foundation or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the Foundation and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse Foundation for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

6.11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the Foundation for review.

6.11.6 Firm agrees to provide immediate written notice to Foundation of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to Foundation), indemnify and hold the Foundation, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the Foundation, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. RECORDS AND REPORTS

7.1 Reports

Firm shall periodically prepare and submit to the Foundation Chief Financial Officer such reports concerning the performance of the Services required by this Agreement as the Foundation Chief Financial Officer shall require.

7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Foundation Chief Financial Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Foundation Chief Financial Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of Foundation and shall be delivered to Foundation upon request of the Foundation Chief Financial Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by Foundation of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents

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

7.5 Confidential Materials

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from Foundation by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the Foundation nor the Foundation Chief Financial Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of Foundation shall be deemed to waive or render unnecessary Foundation's consent to or approval of any subsequent act of Firm. Any

waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 Termination Prior to Expiration of Term

Foundation reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Services hereunder except such as may be specifically approved by the Foundation Chief Financial Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Foundation Chief Financial Officer thereafter.

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

8.6 Termination for Default of Firm

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

8.7 Attorneys' Fees

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

9. Foundation OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of Foundation Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

Orange County Fire Authority Foundation
Attention: Jim Ruane
1 Fire Authority Road
Irvine, CA 92602

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

To Firm:

[Name]
Attention: _____
[Address]

10.2 Integrated Agreement

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

10.3 Amendment

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

10.4 Severability

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

10.5 Corporate Authority

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

[Signatures on Following Page]

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

“Foundation”

**ORANGE COUNTY FIRE AUTHORITY
FOUNDATION**

Date: _____

By: _____

Jim Ruane
Chief Financial Officer

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Maria Huizar
Secretary of the Foundation

Date: _____

“FIRM”

FIRM NAME

Date: _____

By: _____

[Name]
[Title]

Date: _____

By: _____

[Name]
[Title]

Scope of Services

Services to be provided by Consultant

- Planning, organizing, and directing the fundraising functions of the Orange County Fire Authority Foundation (OCFAF)
- Serve as the face of the organization on matters pertaining to fundraising
- Participate in meetings with key stakeholders to establish, manage and grow relationships on behalf of the Foundation

Performance Based Phase 1 Objectives

To be completed within 60 days of contract award

- Identify opportunities for sponsorship
- Identify programs that could be supported by grant funding.
 - Identify grants or donor prospects; provide guidance to OCFAF on government grants
 - Lead relationship development for OCFAF on private donations/grants

Phase 1 Compensation: \$18,333 shall be paid upon Consultant's delivery to OCFAF of the Professional Services Agreement signed by Consultant and OCFAF. and thereafter, \$18,333 shall be paid no less three (3) business days prior to the commencement of the next calendar month, and subject to completion of the above state Objectives.

Performance Based Phase 2 Objectives

To be completed within 120 days of contract award

- Design, get feedback on and gain Foundation Board Chair and Foundation Management approval of identified grants and sponsorship program
- Develop and implement a Donor Recognition program
- Apply for 2 Grants totaling more than \$150,000

Phase 2 Compensation: Phase 2 Compensation: The amount equal to 33% of the increase in the average monthly Foundation donation revenue increase for the prior Fiscal Year, the monthly average herein stated as \$13,330, not to exceed \$18,333 per month, and subject to completion of the above stated Objectives. For example, a Foundation donation and/or grant revenue increase in any month equal to \$20,000 results in \$3,590 total compensation for that month

Performance Based Phase 3 Objectives

To be completed within 180 days of contract award

- Launch a direct mail campaign for the solicitation of donations
- Apply for 5 additional Grants totaling more than \$500,000

Phase 3 Compensation: The amount equal to 33% of the increase in the average monthly Foundation donation revenue increase for the prior Fiscal Year, the monthly average herein stated as \$13,330, not to exceed \$18,333 per month, and subject to completion of the above stated Objectives. For example, a Foundation donation and/or grant revenue increase in any month equal to \$20,000 results in \$3,590 total compensation for that month

Performance Incentive

Additional compensation to Firm in excess of the amounts specified in Phase 1 – Phase 3 to be considered by the Foundation as part of the contract annual review and as determined by negotiations between the Foundation Board and Consultant.

DISCUSSION CALENDAR - AGENDA ITEM NO. 2B
OCFAF BOARD OF DIRECTORS MEETING
March 2, 2023

TO: Board of Directors, Orange County Fire Authority Foundation

FROM: Jim Ruane, Chief Financial Officer (OCFA Foundation)

SUBJECT: Proposed Amendments to the Foundation Disbursement Policy Guidelines and Roles and Responsibilities Matrix

Summary:

This agenda item is submitted to approved proposed amendments to the Foundation Disbursement Policy Guidelines and Roles and Responsibilities Matrix generally related to contracting authority.

Recommended Action:

- (1) Receive oral staff report
- (2) Authorized and approve the proposed updates to the Foundation Disbursement Policy Guidelines as indicated in attachment 2, and policy document attachment 1, Foundation Procurement Roles and Responsibilities Matrix

Background:

At the April 28, 2021 meeting of the Foundation Board of Directors, the Board directed the Chair and Chief Financial Officer to award a professional services agreement necessary to meet the ongoing financial management and reporting needs of the Foundation, and a services agreement for website development. These actions were consistent with the long term objective of the Foundation to become *administratively* self-sufficient, while continuing to rely on OCFA staff participation for program related activities.

As reported to the Board at their November 29, 2022 meeting, the accounting firm of Tahim and Associates, having a specialized client base primarily comprised of non-profit entities, has been engaged for accounting services, and thus far has completed tax filings for the Foundation (fiscal years ending June 2021 and June 2022), and has entered negotiations with Chief Financial Officer Jim Ruane for performing annual audit and ongoing bookkeeping services. In addition, Foundation website content has been substantially enhanced, and outsourced services for a donation portal were implemented in November 2022.

To further the administrative self-sufficiency of the Foundation, and to provide more efficient and effective procurement for commodities and services necessary for the Foundation to meet its objectives, staff is recommending amendments to the Foundation Disbursement Policy Guidelines and Roles and Responsibilities Matrix as indicated in the attached redline form of the current policy and roles matrix. In summary, the amendments revise the procurement process requirements to provide Foundation management the latitude necessary for efficient engagement of services, and updates the management staff authorization threshold for engaging for professional services from \$100,000 to \$250,000, with Foundation Board approval required for contracts in excess of \$250,000. The current management staff threshold for procurement of commodities is unchanged at \$100,000, requiring Board approval for purchases in excess of \$100,000.

Fiscal Impact:

None

Contact for Further Information:

OCFAF Board Meeting 11/28/2022

02B- Update on Foundation Supported Activity and Financial Status

Jim Ruane, OCFAF Chief Financial

Officer JimRuane@ocfa.org

(714) 573-6801

Attachment:

1. Orange County Fire Authority Foundation Disbursement Policy Guidelines Procurement and accompanying Roles and Responsibilities Matrix – Redline of proposed amendments

ORANGE COUNTY FIRE AUTHORITY
FOUNDATION

Disbursement Policy Guidelines

Our Mission

The Orange County Fire Authority Foundation (the Foundation), in partnership with citizens, businesses and other philanthropic organizations, helps the Orange County Fire Authority (OCFA) develop innovative programs that assist Orange County by raising or securing funds, services, materials, and contributions to support our mission.

The Foundation was established in 2009 as an independent, non-profit organization dedicated to strengthen the OCFA, promote public safety and enhance Fire Authority-community relations. Our role has been to invest in the Authority by responding to needs that the OCFA cannot meet because of budget constraints. This role is central to the philosophy of the Foundation, whose directors believe that public-spirited citizens share their interest in helping the Authority to be as professional, responsive and innovative as possible. Through the generosity of corporations, foundations and individuals, the Foundation is able to support projects and activities that play an essential role in ensuring the safety of Orange County.

Requests for additional information about our projects and procedures can be made by contacting the Orange County Fire Authority Foundation. We welcome your inquiries.

Orange County Fire Authority Foundation
1 Fire Authority Road
Irvine, CA 92602
714-573-6300
www.ocfafoundation.org

OCFA Foundation Funding Guidelines

1. Introduction

The Foundation was formed to receive and administer contributions of money or property from individuals, private organizations and public sources, and to apply or disburse these contributions for the benefit of the citizens of Orange County by funding, assisting or undertaking programs and activities to strengthen the Orange County Fire Authority, to promote public safety and to enhance Fire Authority-community relations.

The Foundation depends entirely on the generosity of corporations, individuals, foundations and philanthropic organizations for project and operating budgets. It receives no tax dollars for its operations. The OCFA has authorized the Foundation to seek funding from private sources to support these initiatives. The Foundation does not engage in telemarketing nor provide goods or services in exchange for support.

The Foundation is an independent body governed by a Board of Directors, each of whom serves a renewable one to three-year term as stated in the bylaws and receives no compensation. The Board of Directors meets periodically during the year to review applications.

The Chief Executive Officer of the Foundation serves at the pleasure of the Board.

2. Project Agenda

The Foundation provides funding to purchase equipment and underwrite the cost of projects and activities to improve public safety that OCFA does not have adequate resources to fund. The Foundation receives gifts and donations of money, goods, services and equipment to benefit the OCFA. Its project agenda is developed in collaboration with and in response to needs articulated by the OCFA. ~~The Foundation encourages grant submissions for innovative projects that support the Foundations mission. Priorities include education/training, community relations, technology advancements and equipment. Substantive program areas include: increasing firefighter safety; enhancing fire prevention proficiency and efficiency; encouraging community support and understanding; and~~

3. Grants and Contributions

The Foundation receives and administers grants and contributions of money, services, and/or property to fund, assist or undertake programs and activities to strengthen the OCFA. Contributions and gifts can be restricted by the donor to a specific program or given to the general fund as an unrestricted gift.

UNRESTRICTED GIFTS include all financial resources that are not designated by the donor for a specific use and can be disbursed at the discretion of the Directors. ~~These may include check or donations by electronic payment received by or addressed to the Orange County Fire Authority. Cash donations will not be accepted by the Foundation.~~ These revenues are generated by an annual benefit, events and gifts from individuals, corporations and other foundations. Revenues in this fund defray Foundation operating expenses and are the source of discretionary grants.

RESTRICTED GIFTS are contributions that are restricted by donors to specific purposes.

Donors may impose reporting requirements as a condition of grant awards and it is the responsibility of the Foundation to meet these requirements as well as

to comply with approved project budgets unless otherwise specified by the donor. Interest and dividends earned on invested funds are available for unrestricted use as determined by the Board.

DONATIONS OF EQUIPMENT, GOODS OR SERVICES are accepted subject to review by ~~the~~ Foundation Management and its determination that the donation is needed and donor conditions, if any, are acceptable. Anyone interested in donating equipment, goods or services should send a letter or email to the Foundation to outline their intentions including a description of the donation and an estimation and the basis of the fair market value.

4. Procedures Governing New Requests for Support

- ~~The pP~~rocess for sending requests to the Foundation ~~is as follows:~~
All proposals must indicate why Foundation funding, as opposed to OCFA funding, is necessary.
- ~~A report, as described below, will be required upon completion of the project (see Section 7 “Financial Accounting and Project Monitoring” for further requirements):~~
 - ~~Interim reports at intervals specified by Foundation staff will be required for grants which are a year or more in duration. Specific reporting requirements of grant requests vary depending upon the nature of the request, as follows:~~
- **Consultants and Other Service Providers** - Evidence of the work performed is to be provided to the Foundation upon the conclusion of the project or earlier as stated above. Such evidence should include one or more of the following: (i) in the case of written studies, a copy or executive summary of said study to the extent it does not contain confidential or sensitive information; (ii) a report summarizing the work performed and the results achieved; (iii) representative examples of the work product created by the consultant, such as report templates, training protocols/courses and analyses.

- **Training/Education** – ~~Completion of a Foundation evaluation form (see Attachment I) rating A summary report discussing~~ the effectiveness of training and applicability to the recipients. If the training is intended to be brought back and implemented as part of the organization's training, the organization is to provide to the Foundation both evidence that the training was implemented and participant evaluations of the new training.
- **Goods and Merchandise** – Confirmation that goods have been delivered and the manner in which said goods are helping to achieve desired outcomes.
- **Community Relations** – Evidence that activities and/or events took place, the actual timing of those activities and the level to which said activities, if discernible, achieved desired outcomes.

~~Authorization of grants varies depending upon the amount of the request, as follows:
Grants totaling less than \$1,500 may be approved by the Chief Executive Officer (with subsequent reporting to the Board);
Grants of \$1,500 or more require Board approval (majority vote).~~

~~A separate annual budget is designated by the Board for promotional items that can be used to enhance community relations. Funding of the budget requires approval of the Board on an annual basis. Funds from this promotional item budget may be used at the discretion of the Chief Executive Officer. Foundation staff will report expenditures to the OCFA Foundation Board on a quarterly basis. Any funding that is not expended by year's end will not be carried over to the next year.~~

~~Often larger projects are supported by restricted funds provided through the generosity of donors in response to specific proposals. When such proposals are developed or in cases when the Foundation serves as the fiscal agent for grants, an administrative fee to cover the Foundation overhead incurred will be included in project grant budgets. Exceptions to the application of an administrative fee may be made at the discretion of the Board. Standards of reasonableness, consistency and necessity set by~~

~~the IRS are strictly adhered to. These costs must always be included in project budgets when preparing grant proposals.~~

5. Funding Considerations

The Foundation will weigh project requests against whether OCFA should, can or will fund such requests in a timely manner and will not consider projects for which alternate resources are readily available. In addition, the Foundation will not fund employee salaries and benefits, but will consider project requests to fund consultants in connection with short-term projects of less than two years in duration. Further, the Foundation will not consider funding requests to support or oppose ballot measures and/or candidates. The Foundation also will not consider projects or expenses that circumvent OCFA policies.

6. Payment Procedures

When a project is approved, it is assigned an identification number by the Foundation. Where the OCFA will be the recipient or coordinator of project funding from the Foundation, the OCFA designates a project coordinator (Coordinator) to work with the Foundation to administer the project. Supporting documentation must accompany requests for purchases. For proper record keeping and to avoid confusion, no invoices or bills should be forwarded to the Foundation directly from vendors. It is important to remember that no member of the OCFA or the OCFA itself has the authority to enter into any agreements or contracts with third parties committing Foundation funds without the specific written authorization from the Foundation. Procurement processes ~~must follow OCFA's guidelines to be eligible for reimbursement, unless otherwise approved by the Foundation Board of Directors.~~ are to follow the Foundation Roles and Responsibilities outlined in attachment 1 of this document.

The following additional procedures apply:

1. **CONTRACTS:** Contracts with consultants, service providers or vendors are with the Foundation (not the OCFA) and follow the format approved by the Board and Legal Counsel. ~~Grant r~~Requests to fund the retention of outside

consultants and other service providers to provide services to the OCFA should be specific as to the requisite qualifications of the consultant or service provider, the exact nature of the work to be performed and an explanation as to the reason(s) why the work cannot be performed without the assistance of an outside expert.

2. EQUIPMENT PURCHASES: To purchase equipment under a grant, the Coordinator determines makes and models and obtains price quotes. Certificates of Title must list the Foundation as owner unless an agreement, approved by the Foundation Board of Directors, provides otherwise.

3. PAYMENT SCHEDULE: The Foundation pays its bills consistent with OCFA's Accounts Payable schedule. Requests must be received at least fifteen business days prior to payment dates. Please allow sufficient time for the proper processing of requests.

4. TRAVEL, MEALS & REFRESHMENTS: The Foundation will consider funding travel, meals, refreshments and conference fees only in connection with approved projects. All requests must be pre-approved.

5. MATERIAL CHANGES TO BUDGETS, PROGRAMS OR CONTENT: The OCFA must have the prior written approval of the Foundation Management before material changes are made to the budget, programs or content.

6. INELIGIBLE EXPENSES: The Foundation will not honor any unauthorized expenses, unauthorized budget modifications, budget overruns or unauthorized verbal or written contracts without prior written Foundation Management approval. ~~Retroactive payments are prohibited and will not be considered except in an officially declared state of emergency, or approval by the Board of Directors or designee.~~

7. Financial Accounting and Project Monitoring

~~Strict adherence to approved project budgets is expected. Modifications require prior written approval by the Foundation. In addition to following the procedures listed in Section 6 above, Coordinators are required to: (1) submit expense reports to the Foundation accounting for funds spent, and (2) confirm in writing the delivery of goods and services.~~

Donors to specific projects frequently place reporting requirements as a condition of awards, including detailed financial reports, periodic progress reports, impact statements, outcome evaluations and final reports. Coordinators must be familiar with these requirements and are responsible for the preparation of reports and compliance with deadlines as a condition of Foundation funding.

Foundation staff will report expenditures using funds received by the Foundation to the OCFA Foundation Board on an annual basis or as requested by the Board.

8. Public Information Policies

The Foundation complies with all federal and state tax filing requirements and is registered as a charity with the State of California. Copies of the filings are provided to the Attorney General. The Foundation will disclose these documents, financial statements and information about revenues and programs to donors, the media and the public upon request with reasonable notice. Donor anonymity, if sought, is honored.

Attachments:

- ~~1. Disbursement Application Form~~
- ~~2. Restricted Donation Form~~
1. Foundation Procurement Roles and Responsibilities Matrix

Orange County Fire Authority Foundation Procurement Roles and Responsibilities Matrix

Activity	Authority Foundation Management	Foundation Board of Directors
Source Selection & Contract Award	When deemed by the Foundation CEO or CFO to be in the best interest of the Foundation, multiple businesses shall be solicited to submit quotations, with award made to the responsible bidder submitting the quotation which as determined by the CEO or CFO is most advantageous to the Foundation and conforms in all material respects to the solicitation. Awarded contracts shall be on terms approved by the CEO or CFO and a form approved by Legal Counsel	Not applicable
Fixed asset purchases Commodity Purchases (materials, equipment & supplies) Ord. 8 Sec 1-3(18)	Approve all Commodity Purchases for annual contract where the annual value to any one firm firm <u>business</u> is less than \$100,000. Approve multi-year contracts (maximum five years) so long as the total annual contract amount does not exceed Authority Management authority	Approve all Commodity Purchases in which the annual contract value to any one firm exceeds \$100,000
Professional and Consulting Services Contracts <i>(professional, technical, general services, consulting, including architectural, engineering, and project management</i> *)	Approve all professional and consulting service contracts (selection process per Ord. 8, Art. III, or Art. X) for annual contract where the annual value to any one firm is <u>equal to or</u> less than \$100,000 \$250,000 . Approve multi-year contracts (maximum five years) so long as the total annual contract amount does not exceed Management authority	Approve all professional and consulting service contracts in which the annual contract value to any one firm exceeds \$100,000 \$250,000 . Contract extensions beyond the initial contract term and allowable contract extensions (exceeding five years) will require Board approval prior to contract extension.

(*) Requires Foundation Chair approval (or Vice Chair approval if the Chair is not available) **and** Foundation CEO (or CFO if the CEO is not available)

DISCUSSION CALENDAR - AGENDA ITEM NO. 2C
OCFAF BOARD OF DIRECTORS MEETING
March 2, 2023

TO: Board of Directors, Orange County Fire Authority Foundation

FROM: Jim Ruane, Chief Financial Officer (OCFA Foundation)

SUBJECT: Authorize and Approve Program Revenue Transfers for Support of the Open House and Best and Bravest Events

Summary:

This agenda item is submitted to authorize and approve the transfer of program revenue for support of the Open House and Best and Bravest Events, and an expenditure for Foundation staff training.

Recommended Action:

(1) Receive report

- a. Authorize and approve the transfer of \$10,000 of unrestricted/general funds to the Open House event;
- b. Authorize and approve the transfer of \$40,000 of unrestricted/general funds to the Best and Bravest event; and
- c. Authorize and approve the expenditure of \$4,000 of Special Department Expenses for nonprofit management training program for Board Secretary.

Background:

In order to balance the Program revenues with expenditures made in support of the Open House and Best and Bravest events, and provide management training for the Board Secretary, the transfer of Unrestricted Foundation donation revenue to these programs and expenditure authorizations as stated below, is recommended:

- a. Authorize and approve the transfer of \$10,000 of unrestricted/general funds to the Open House event;
- b. Authorize and approve the transfer of \$40,000 of unrestricted/general funds to the Best and Bravest event; and
- c. Authorize and approve the expenditure of \$4,000 of Special Department Expenses for nonprofit management training program for Board Secretary.

Fiscal Impact:

This action will authorize the use of up to \$4,000 for Foundation administrative support costs.

Contact for Further Information:

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(714) 573-6801

Attachment:
None