



# 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, July 16, 2015  
6:00 P.M.

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

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 Executive Committee 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 Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

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 Brett Peterson

PLEDGE OF ALLEGIANCE by Director Beth Swift

### ROLL CALL

**1. PRESENTATIONS**

No items.

**REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR****REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR****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.

**2. MINUTES****A. Minutes from the June 18, 2015, Regular Executive Committee Meeting**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

**3. 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.*

**A. Monthly Investment Reports**

**Committee Recommendation: To be reported at meeting**

Submitted by: Patricia Jakubiak, Treasurer

Recommended Action:

Receive and file the reports.

**B. Award of RFP # DC2001 – Class & Compensation Study Services****Committee Recommendation: To be reported at meeting**Submitted by: Jeremy Hammond, Director/Human Resources DepartmentRecommended Action:

Approve and authorize the Purchasing Manager to award contracts to CPS HR Consulting and Ralph Andersen & Associates in an aggregate amount not to exceed \$100,000 annually and to approve two additional renewal options based on need and contract performance.

**C. Quarterly Change Order Report****Committee Recommendation: To be reported at meeting**Submitted by: Lori Zeller, Assistant Chief/Business Services DepartmentRecommended Action:

Receive and file the report.

**D. Award of Bid JA2053 – Purchase of 4 Chevrolet Tahoes**Submitted by: Mike Schroeder, Assistant Chief/Support Services DepartmentRecommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to Simpson Chevrolet in the amount of \$208,113.56 (includes sales tax).

**E. Wildland Inspection Mobile Computer Application**Submitted by: Mike Schroeder, Assistant Chief/Support Services DepartmentRecommended Actions:

1. Approve and authorize the Fire Chief to sign the Environmental Systems Research Institute, Inc. (ESRI) contract amendment.
2. Approve and authorize the Purchasing Manager to increase purchase order PO 008794 to ESRI by \$50,000 for a new not to exceed amount of \$100,000 for additional GIS professional services for computer application design and development of the OCFA GIS Wildland Inspection Mobile Computer Application.

**F. Blanket Order Contract Increases and Renewals – Fleet Services**Submitted by: Mike Schroeder, Assistant Chief/Support Services DepartmentRecommended Actions:

1. Approve and authorize the Purchasing Manager to renew and extend the blanket order with Dartco Transmissions for the final remaining renewal year of the contract as proposed.
2. Approve and authorize the Purchasing Manager to renew and extend the blanket order with Traction Genuine Parts Co. for up to three additional years as proposed.

3. Approve and authorize the Purchasing Manager to increase the blanket order with Trucparco by \$10,000 for a total not to exceed amount of \$50,000 annually and extend the contract for up to three additional years as proposed.

**G. Blanket Order Contract – Janitorial Supplies**

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

Recommended Action:

Approve and authorize the Purchasing Manager to replace the existing janitorial supplies blanket order, which is expiring on July 31, 2015, with a new two-year blanket order contract with Waxie Sanitary Supply for a not to exceed amount of \$180,000 annually.

**H. Annual Renewal of California State Association of Counties Excess Insurance Authority (CSAC-EIA) Workers’ Compensation Excess Insurance**

Submitted by: Jeremy Hammond, Director/Human Resources Department

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind insurance coverage with the CSAC-EIA for workers’ compensation excess insurance with an annual premium of \$222,614 for coverage with a \$2,000,000 self-insured retention (SIR).

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

**A. Legislative Update AB 1217 and Status Report on the Third Amendment to the JPA Agreement**

Submitted by: Sandy Cooney, Director/Communications and Public Affairs

Recommended Action:

Receive the oral update and provide additional direction to the Communications and Public Affairs Director, if needed.

**COMMITTEE MEMBER COMMENTS**

**CLOSED SESSION**

No items.

**ADJOURNMENT** – The next regular meeting of the Executive Committee is scheduled for Thursday, August 20, 2015, 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, front gate public display case, and website 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 9<sup>th</sup> day of July 2015.

---

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

**UPCOMING MEETINGS:**

|                                      |  |
|--------------------------------------|--|
| Board of Directors Special Meeting   | Thursday, July 23, 2015, 5:30 p.m.     |
| Human Resources Committee Meeting    | Tuesday, August 4, 2015, 12:00 noon    |
| Budget and Finance Committee Meeting | Wednesday, August 10, 2015, 12:00 noon |
| Claims Settlement Committee Meeting  | Thursday, August 20, 2015, 5:30 p.m.   |



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**July 16, 2015**

**Agenda Item No. 1**  
**Presentations**

---

There are no items for Section 1  
**PRESENTATIONS.**

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting  
Thursday, June 18, 2015  
6:00 P.M.**

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

---

## **CALL TO ORDER**

Chair Murray called the regular meeting of the Orange County Fire Authority Executive Committee to order at 6:00 p.m. on June 18, 2015.

## **INVOCATION**

Director Spitzer offered the invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

**Present:** Noel Hatch, Laguna Woods  
Gene Hernandez, Yorba Linda  
Jeffrey Lalloway, Irvine  
Al Murray, Tustin  
David Shawver, Stanton  
Todd Spitzer, County of Orange  
Elizabeth Swift, Buena Park

**Absent:** Jerry McCloskey, Laguna Niguel

Also present were:

Fire Chief Jeff Bowman  
Assistant Chief Lori Zeller  
Assistant Chief Lori Smith  
Assistant Chief Brian Young  
General Counsel David Kendig

Assistant Chief Dave Thomas  
Assistant Chief Mike Schroeder  
Director of Communications Sandy Cooney  
Human Resources Director Jeremy Hammond  
Clerk of the Authority Sherry Wentz

## **1. PRESENTATIONS**

No items.

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

Budget and Finance Vice Chair Swift reported on behalf of Committee Chair McCloskey, that the Budget and Finance Committee did not meet in the month of June; therefore, there is nothing to report at this time.

## **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 12.02A6)**

Human Resources Chair Shawver reported at its June 2, 2015, meeting, the Committee was presented an overview of the Healthy Workplace Healthy Family Act and voted to direct staff to prepare an amendment to the Personnel and Salary Resolution to implement the provisions of the Healthy Workplace Healthy Family Act for consideration by the Board of Directors. The Committee also voted unanimously to direct staff to prepare and present a job description for the Assistant Chief of Organizational Planning with a corresponding salary range at the Executive Committee meeting of June 18, 2015, for its review and approval. Lastly, the Committee received updates on the development of the Professional Standards Unit, staffing changes for Fiscal Year 2015/16, and the current Firefighter Academy recruitment.

## **PUBLIC COMMENTS (F: 12.02B3)**

Chair Murray opened the Public Comments portion of the meeting. Chair Murray closed the Public Comments portion of the meeting without any comments from the general public.

## **2. MINUTES**

### **A. Minutes from the May 21, 2015, Regular Executive Committee Meeting (F: 12.02B2)**

On motion of Director Shawver and second by Director Hatch, the Executive Committee voted unanimously to approve regular Executive Committee minutes as submitted. Director Lalloway was absent for the vote.

Director Lalloway arrived at this point (6:09 p.m.)

## **3. CONSENT CALENDAR**

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

On motion of Vice Chair Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present to receive and file the reports.



**B. Award of RFP JA2002 – Uniforms and Accessories (F: 19.12)**

On motion of Vice Chair Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to establish a three-year blanket order contract with Keystone Uniforms for an aggregate amount not to exceed \$2,700,000 (\$900,000 annually).

**C. Annual Renewal of Aviation Insurance (F: 18.10A1)**

On motion of Vice Chair Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present to approve and authorize the Fire Chief, or his designee, to bind the aviation insurance coverage with AIG for the policy period June 30, 2015, to June 30, 2016, with a premium amount of \$152,522.

**D. FAIRA General Liability Insurance Program (F: 18.10A4)**

On motion of Vice Chair Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present to approve and authorize the Fire Chief, or his designee, to approve renewal of the General Liability Program insurance coverage with FAIRA for the policy period July 1, 2015, to July 1, 2016, for a premium amount of \$866,551.

**E. Annual Renewal of California State Association of Counties Excess Insurance Authority (CSAC-EIA) Workers' Compensation Excess Insurance (F: 18.10A2b1)**

This item was pulled by staff to defer it to a future Executive Committee meeting.

**F. Creation of New Job Classification (F: 17.18)**

This item was pulled by staff to defer it to a future Executive Committee meeting.

Director Spitzer requested clarification on the development of this position be included in the staff report upon its return to the Committee for its consideration.

**G. Award of RFP # DC2011 – Security Guard Services (F: 19.07B2)**

On motion of Vice Chair Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present to approve and authorize the Fire Chief to sign the Professional Services Agreement for a three-year contract with Universal Protection Service, LP for an aggregate not to exceed total of \$458,679.12 (Year 1: \$151,842.40; Year 2: \$152,892.48; Year 3: 153,944.24).

**H. Sole Source Purchase Order - Fire Station 57 Alerting System Replacement**  
(F: 19.07C) (X: 19.07C57)

On motion of Vice Chair Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a sole source purchase order contract to Westnet, Inc. for an amount not to exceed \$48,527.90 to upgrade and replace the existing fire station alerting system controllers, speakers, lights, and other components at Fire Station 57 (Aliso Viejo).

**I. Award of Contract - Microsoft Enterprise License Agreement** (F: 19.08A2a)

On motion of Vice Chair Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to establish a three-year blanket order contract to purchase a Microsoft Enterprise License Agreement from PCMG, Inc. for an aggregate not to exceed total of \$973,577.82 (Year 1: \$324,525.94; Year 2: \$324,525.94; Year 3: \$324,525.94).

**4. DISCUSSION CALENDAR**

**A. Legislative Update AB 1217** (F: 11.10F1)

Director of Communications Sandy Cooney deferred to Chair Murray who provided an update on Assembly Bill 1217.

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to AB 1217 summarizing his point from his letter of concern. (Letter is on file in the Office of the Clerk.)

On motion of Director Hatch and second by Vice Chair Hernandez, the Executive Committee voted unanimously by those present to receive the oral update of AB 1217, and consider formation of an exploratory group of Directors to review greater efficiency, governance, and transparency with the OCFA's Board and various committees.

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

Director Spitzer addressed the need for effective hard-hitting drowning prevention public service announcements.

Chief Bowman presented the Executive Committee with a sampling of video clips for an upcoming drowning prevention campaign to heighten awareness and reduce preventable drowning.

Vice Chair Hernandez thanked staff for tackling a horrific fire that occurred in the City of Yorba Linda, with the result of no loss of life.

Minutes

OCFA Executive Committee Regular Meeting

June 18, 2015 Page - 4

Director Lalloway addressed the number of drownings that have occurred in Orange County and the need for a strong public awareness campaign.

Director Swift commented on drowning prevention and summarized several types of professions who would be able to assist in getting out the safety message to the public.

**CLOSED SESSION**

No items.

**ADJOURNMENT** – Chair Murray adjourned the meeting at 7:21 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, July 16, 2015, at 6:00 p.m.

---

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
July 16, 2015

Agenda Item No. 3A  
Consent Calendar

**Monthly Investment Reports**

---

**Contact(s) for Further Information**

|   |  |              |
|---|--|--------------|
| Tricia Jakubiak, Treasurer<br>Treasury & Financial Planning | <a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a> | 714.573.6301 |
| Jane Wong, Assistant Treasurer                              | <a href="mailto:jane Wong@ocfa.org">jane Wong@ocfa.org</a>           | 714.573.6305 |

**Summary**

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

**Prior Board/Committee Action - Committee Recommendation: To be reported at meeting**

This item was originally scheduled for consideration by the Budget and Finance Committee meeting on Wednesday, July 8, 2015, but was rescheduled to Wednesday, July 15, 2015, due to a scheduling conflict for the AB 1217 hearing. Due to this scheduling change, we are not able to provide the Committee's recommendation in time to meet publishing deadlines for the Executive Committee. The Budget and Finance Committee Chair will provide a report on the Committee's recommendations at the Executive Committee prior to taking action on this item.

**Recommended Action(s)**

Receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended May 31, 2015. A preliminary investment report as of June 19, 2015, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – May 2015/Preliminary Report – June 2015

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – May 2015*

*Preliminary Report – June 2015*



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

|  |                  |
|--|------------------|
| <b><i>Final Investment Report – May 31, 2015.....</i></b>        | <b><i>1</i></b>  |
| <i>Executive Summary.....</i>                                    | <i>2</i>         |
| <i>Benchmark Comparison.....</i>                                 | <i>3</i>         |
| <i>Portfolio Size, Yield, &amp; Duration.....</i>                | <i>3</i>         |
| <i>Portfolio Summary.....</i>                                    | <i>4</i>         |
| <i>Portfolio Details.....</i>                                    | <i>5</i>         |
| <i>Aging Report.....</i>   | <i>8</i>         |
| <i>Notes to Portfolio Management Report.....</i>                 | <i>9</i>         |
| <i>Local Agency Investment Fund.....</i>                         | <i>10</i>        |
| <br>   |                  |
| <b><i>Preliminary Investment Report – June 19, 2015.....</i></b> | <b><i>12</i></b> |
| <i>Portfolio Summary.....</i>                                    | <i>13</i>        |
| <i>Portfolio Details.....</i>                                    | <i>14</i>        |
| <i>Aging Report.....</i>   | <i>17</i>        |
| <i>Notes to Portfolio Management Report.....</i>                 | <i>18</i>        |
| <br>   |                  |
| <i>Glossary.....</i>   | <i>19</i>        |



***Orange County Fire Authority***

***Final Investment Report***

***May 31, 2015***



**EXECUTIVE SUMMARY**

***Portfolio Activity & Earnings***

During the month of May 2015, the size of the portfolio decreased by approximately \$9.0 million to \$204.0 million. Significant receipts for the month included various apportionments of property taxes, intergovernmental agency contract and grant payments and charges for current services for a total of \$10.8 million. Significant disbursements for the month included primarily two biweekly payrolls, which were approximately \$8.9 million each with related benefits. Total May cash outflows amounted to approximately \$21.5 million. The portfolio's balance is expected to decrease significantly in the following month as the repayment of the FY14/15 TRANs (Tax and Revenue Anticipation Notes) will take place at the end of June.

In May, the portfolio's yield to maturity (365-day equivalent) remained largely unchanged at 0.28%. The effective rate of return declined by 1 basis point to 0.28% for the month, but increased by 1 basis point to 0.27% for the fiscal year to date. The average maturity of the portfolio shortened by 13 days to 112 days to maturity.

***Economic News***

The U.S. economy continued to improve in May. Employment conditions strengthened and exceeded expectations. There were a total of 280,000 new jobs created for the month, a much higher number than expected. However, the unemployment rate edged up a notch to 5.5% for the month as more people started actively looking for jobs. Retail sales picked up and rose by 1.2%, meeting expectations. May manufacturing activity increased while the non-manufacturing activity declined. Industrial production and durable goods orders declined slightly in May. Both the CPI (Consumer Price Index) and the PPI (Producer Price Index) increased. Housing activity continued to improve. The Leading Economic Index continued to rise, and the NFIB (National Federation of Independent Business) Small Business Optimism Index also rose. On June 17, 2015, at the second day of its scheduled meeting, the Federal Open Market Committee voted to keep the federal funds rate unchanged at a target range of 0 – 0.25%. As a result, many market observers now expect that the first rate increase will likely take place in September.





**BENCHMARK COMPARISON AS OF MAY 31, 2015**

|                              |                             |
|------------------------------|-----------------------------|
| <i>3 Month T-Bill:</i> 0.02% | <i>1 Year T-Bill:</i> 0.24% |
| <i>6 Month T-Bill:</i> 0.08% | <i>LAIF:</i> 0.29%          |
| <i>OCFA Portfolio:</i> 0.28% |                             |

**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>                 | \$203,983,755               | \$212,936,310             | \$159,812,738            |
| <i>Yield to Maturity (365 day)</i> | 0.28%                       | 0.28%                     | 0.25%                    |
| <i>Effective Rate of Return</i>    | 0.28%                       | 0.29%                     | 0.24%                    |
| <i>Days to Maturity</i>            | 112                         | 125                       | 196                      |



**ORANGE COUNTY FIRE AUTHORITY  
Portfolio Management  
Portfolio Summary  
May 31, 2015**

Orange County Fire Authority  
1 Fire Authority Road  
Irvine, 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                            | 12,039,236.24         | 12,039,236.24         | 12,039,236.24         | 5.91           | 1          | 1                | 0.001            | 0.001            |
| Commercial Paper Disc. -Amortizing                     | 8,585,000.00          | 8,569,676.05          | 8,576,437.78          | 4.21           | 203        | 173              | 0.211            | 0.214            |
| Federal Agency Coupon Securities                       | 43,000,000.00         | 42,984,920.00         | 43,009,217.78         | 21.12          | 1,238      | 384              | 0.783            | 0.793            |
| Federal Agency Disc. -Amortizing                       | 90,000,000.00         | 89,993,700.00         | 89,990,511.39         | 44.20          | 125        | 53               | 0.076            | 0.077            |
| Local Agency Investment Funds                          | 50,000,000.00         | 50,019,186.40         | 50,000,000.00         | 24.56          | 1          | 1                | 0.286            | 0.290            |
| <b>Investments</b>                                     | <b>203,624,236.24</b> | <b>203,606,718.69</b> | <b>203,615,403.19</b> | <b>100.00%</b> | <b>326</b> | <b>112</b>       | <b>0.278</b>     | <b>0.282</b>     |
| <b>Cash and Accrued Interest</b>                       |                       |                       |                       |                |            |                  |                  |                  |
| Passbook/Checking (not included in yield calculations) | 462,270.55            | 462,270.55            | 462,270.55            |                | 1          | 1                | 0.000            | 0.000            |
| Accrued Interest at Purchase                           |                       | 247.50                | 247.50                |                |            |                  |                  |                  |
| Subtotal   |                       | 462,518.05            | 462,518.05            |                |            |                  |                  |                  |
| <b>Total Cash and Investments</b>                      | <b>204,086,506.79</b> | <b>204,069,236.74</b> | <b>204,077,921.24</b> |                | <b>326</b> | <b>112</b>       | <b>0.278</b>     | <b>0.282</b>     |

| Total Earnings           | May 31 Month Ending | Fiscal Year To Date |
|--------------------------|---------------------|---------------------|
| Current Year             | 50,159.27           | 411,513.14          |
| Average Daily Balance    | 207,459,005.67      | 168,152,383.28      |
| Effective Rate of Return | 0.28%               | 0.27%               |

"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, 2015. 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, Treasurer

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

|   |                          |
|---|--------------------------|
| Book Value of Cash & Investments before GASB 31 (Above) | \$ 204,077,921.24        |
| GASB 31 Adjustment to Books (See Note 3 on page 9)      | \$ (94,166.47)           |
| <b>Total</b>  | <b>\$ 203,983,754.77</b> |

Page 4

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 2015**

(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              |                      |               | 12,039,236.24        | 12,039,236.24        | 12,039,236.24        | 0.001       | 0.001        | 1                |               |
| <b>Subtotal and Average</b>               |              |   | <b>8,640,753.37</b>  |               | <b>12,039,236.24</b> | <b>12,039,236.24</b> | <b>12,039,236.24</b> |             | <b>0.001</b> | <b>1</b>         |               |
| <b>Commercial Paper Disc. -Amortizing</b> |              |   |                      |               |                      |                      |                      |             |              |                  |               |
| 36959JYR8                                 | 860          | GEN ELEC CAP CRP                            |                      | 04/23/2015    | 2,570,000.00         | 2,565,322.60         | 2,567,472.83         | 0.200       | 0.206        | 177              | 11/25/2015    |
| 36595JYL1                                 | 862          | GEN ELEC CAP CRP                            |                      | 05/06/2015    | 6,015,000.00         | 6,004,353.45         | 6,008,964.95         | 0.210       | 0.218        | 172              | 11/20/2015    |
| <b>Subtotal and Average</b>               |              |   | <b>7,606,667.87</b>  |               | <b>8,585,000.00</b>  | <b>8,569,676.05</b>  | <b>8,576,437.78</b>  |             | <b>0.214</b> | <b>173</b>       |               |
| <b>Federal Agency Coupon Securities</b>   |              |   |                      |               |                      |                      |                      |             |              |                  |               |
| 3133ECM76                                 | 809          | Federal Farm Credit Bank (Callable anytime) |                      | 04/25/2013    | 9,000,000.00         | 9,000,090.00         | 8,998,122.28         | 0.400       | 0.424        | 326              | 04/22/2016    |
| 3133EEA75                                 | 861          | Federal Farm Credit Bank (Callable 7-22-15) |                      | 04/23/2015    | 9,000,000.00         | 8,987,400.00         | 8,998,968.54         | 0.990       | 1.031        | 51               | 01/22/2018    |
| 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        | 800              | 08/09/2017    |
| 3133813R4                                 | 800          | Fed Home Loan Bank (Callable 6-9-15)        |                      | 12/20/2012    | 9,000,000.00         | 8,991,630.00         | 9,007,187.72         | 1.000       | 0.966        | 892              | 11/09/2017    |
| 3130A3RM8                                 | 850          | Fed Home Loan Bank (Callable 6-30-15)       |                      | 12/30/2014    | 10,000,000.00        | 10,005,500.00        | 10,004,939.24        | 0.770       | 0.645        | 29               | 12/30/2016    |
| <b>Subtotal and Average</b>               |              |   | <b>43,095,105.48</b> |               | <b>43,000,000.00</b> | <b>42,984,920.00</b> | <b>43,009,217.78</b> |             | <b>0.793</b> | <b>384</b>       |               |
| <b>Federal Agency Disc. -Amortizing</b>   |              |   |                      |               |                      |                      |                      |             |              |                  |               |
| 313396GM9                                 | 849          | Freddie Mac                                 |                      | 12/18/2014    | 9,000,000.00         | 9,000,000.00         | 8,999,865.00         | 0.135       | 0.139        | 4                | 06/05/2015    |
| 313396MC4                                 | 859          | Freddie Mac                                 |                      | 04/23/2015    | 9,000,000.00         | 8,998,290.00         | 8,997,700.00         | 0.080       | 0.082        | 115              | 09/24/2015    |
| 313384HN2                                 | 851          | Fed Home Loan Bank                          |                      | 02/03/2015    | 9,000,000.00         | 8,999,820.00         | 8,999,420.00         | 0.080       | 0.082        | 29               | 06/30/2015    |
| 313384HB8                                 | 852          | Fed Home Loan Bank                          |                      | 03/09/2015    | 9,000,000.00         | 8,999,910.00         | 8,999,775.00         | 0.050       | 0.051        | 18               | 06/19/2015    |
| 313384HN2                                 | 853          | Fed Home Loan Bank                          |                      | 03/12/2015    | 10,000,000.00        | 9,999,800.00         | 9,999,516.67         | 0.060       | 0.062        | 29               | 06/30/2015    |
| 313384HN2                                 | 854          | Fed Home Loan Bank                          |                      | 03/18/2015    | 8,000,000.00         | 7,999,840.00         | 7,999,452.22         | 0.085       | 0.087        | 29               | 06/30/2015    |
| 313384JF7                                 | 855          | Fed Home Loan Bank                          |                      | 04/23/2015    | 9,000,000.00         | 8,999,550.00         | 8,999,310.00         | 0.060       | 0.062        | 46               | 07/17/2015    |
| 313384KK4                                 | 856          | Fed Home Loan Bank                          |                      | 04/23/2015    | 9,000,000.00         | 8,999,100.00         | 8,998,797.50         | 0.065       | 0.067        | 74               | 08/14/2015    |
| 313384KZ1                                 | 857          | Fed Home Loan Bank                          |                      | 04/23/2015    | 9,000,000.00         | 8,998,920.00         | 8,998,460.00         | 0.070       | 0.072        | 86               | 08/28/2015    |
| 313588LP8                                 | 858          | Fed Home Loan Bank                          |                      | 04/23/2015    | 9,000,000.00         | 8,998,470.00         | 8,998,215.00         | 0.070       | 0.072        | 102              | 09/11/2015    |
| <b>Subtotal and Average</b>               |              |   | <b>98,116,478.95</b> |               | <b>90,000,000.00</b> | <b>89,993,700.00</b> | <b>89,990,511.39</b> |             | <b>0.077</b> | <b>53</b>        |               |
| <b>Local Agency Investment Funds</b>      |              |   |                      |               |                      |                      |                      |             |              |                  |               |
| SYS336                                    | 336          | Local Agency Invstmt Fund                   |                      |               | 50,000,000.00        | 50,019,186.40        | 50,000,000.00        | 0.290       | 0.290        | 1                |               |
| <b>Subtotal and Average</b>               |              |   | <b>50,000,000.00</b> |               | <b>50,000,000.00</b> | <b>50,019,186.40</b> | <b>50,000,000.00</b> |             | <b>0.290</b> | <b>1</b>         |               |

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 2015**

(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 |
|-------|--------------|--------------------------|-----------------|---------------|----------------|----------------|----------------|-------------|-----------|------------------|
|       |              | <b>Total and Average</b> | 207,459,005.67  |               | 203,624,236.24 | 203,606,718.69 | 203,615,403.19 |             | 0.282     | 112              |

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**May 31, 2015**

| 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        | ABPA (Acct Closed)   |                       | 07/01/2014                          | 0.00                  | 0.00                  | 0.00                  |             | 0.000        | 1                |
| SYS10033                           | 10033        | Revolving Fund       |                       | 07/01/2014                          | 20,000.00             | 20,000.00             | 20,000.00             |             | 0.000        | 1                |
| SYS4                               | 4            | Union Bank           |                       | 07/01/2014                          | 442,270.55            | 442,270.55            | 442,270.55            |             | 0.000        | 1                |
| SYS361                             | 361          | CORVEL (Acct Closed) |                       | 07/01/2014                          | 0.00                  | 0.00                  | 0.00                  |             | 0.000        | 1                |
| <b>Average Balance</b>             |              |                      | <b>0.00</b>           | <b>Accrued Interest at Purchase</b> |                       | <b>247.50</b>         | <b>247.50</b>         |             |              | <b>1</b>         |
|                                    |              |                      |                       |                                     | <b>Subtotal</b>       | <b>462,518.05</b>     | <b>462,518.05</b>     |             |              |                  |
| <b>Total Cash and Investments</b>  |              |                      | <b>207,459,005.67</b> |                                     | <b>204,086,506.79</b> | <b>204,069,236.74</b> | <b>204,077,921.24</b> |             | <b>0.282</b> | <b>112</b>       |



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of June 1, 2015**

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

|                  |                     |                             |                       | Maturity<br>Par Value | Percent<br>of Portfolio | Current<br>Book Value | Current<br>Market Value |                       |
|------------------|---------------------|-----------------------------|-----------------------|-----------------------|-------------------------|-----------------------|-------------------------|-----------------------|
| Aging Interval:  | 0 days              | ( 06/01/2015 - 06/01/2015 ) | 6 Maturities          | 0 Payments            | 62,501,506.79           | 30.63%                | 62,501,506.79           | 62,520,693.19         |
| Aging Interval:  | 1 - 30 days         | ( 06/02/2015 - 07/01/2015 ) | 5 Maturities          | 0 Payments            | 45,000,000.00           | 22.05%                | 44,998,028.89           | 44,999,370.00         |
| Aging Interval:  | 31 - 60 days        | ( 07/02/2015 - 07/31/2015 ) | 1 Maturities          | 0 Payments            | 9,000,000.00            | 4.41%                 | 8,999,310.00            | 8,999,550.00          |
| Aging Interval:  | 61 - 91 days        | ( 08/01/2015 - 08/31/2015 ) | 2 Maturities          | 0 Payments            | 18,000,000.00           | 8.82%                 | 17,997,257.50           | 17,998,020.00         |
| Aging Interval:  | 92 - 121 days       | ( 09/01/2015 - 09/30/2015 ) | 2 Maturities          | 0 Payments            | 18,000,000.00           | 8.82%                 | 17,995,915.00           | 17,996,760.00         |
| Aging Interval:  | 122 - 152 days      | ( 10/01/2015 - 10/31/2015 ) | 0 Maturities          | 0 Payments            | 0.00                    | 0.00%                 | 0.00                    | 0.00                  |
| Aging Interval:  | 153 - 183 days      | ( 11/01/2015 - 12/01/2015 ) | 2 Maturities          | 0 Payments            | 8,585,000.00            | 4.20%                 | 8,576,437.78            | 8,569,676.05          |
| Aging Interval:  | 184 - 274 days      | ( 12/02/2015 - 03/01/2016 ) | 0 Maturities          | 0 Payments            | 0.00                    | 0.00%                 | 0.00                    | 0.00                  |
| Aging Interval:  | 275 - 365 days      | ( 03/02/2016 - 05/31/2016 ) | 1 Maturities          | 0 Payments            | 9,000,000.00            | 4.41%                 | 8,998,122.28            | 9,000,090.00          |
| Aging Interval:  | 366 - 1095 days     | ( 06/01/2016 - 05/31/2018 ) | 4 Maturities          | 0 Payments            | 34,000,000.00           | 16.67%                | 34,011,095.50           | 33,984,830.00         |
| Aging Interval:  | 1096 days and after | ( 06/01/2018 - )            | 0 Maturities          | 0 Payments            | 0.00                    | 0.00%                 | 0.00                    | 0.00                  |
| <b>Total for</b> |                     |                             | <b>23 Investments</b> | <b>0 Payments</b>     |                         | <b>100.00</b>         | <b>204,077,673.74</b>   | <b>204,068,989.24</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 MUFG Union Bank (formerly 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, 2014 includes an increase of \$14,938 to the LAIF investment and a decrease of \$(109,104) 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 May 31, 2015, 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 May 31, 2015 is 1.000383728. When applied to OCFA's LAIF investment, the fair value is \$50,019,186 or \$19,186 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 May 31, 2015 is included on the following page.







***Orange County Fire Authority***  
***Preliminary Investment Report***  
***June 19, 2015***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**June 19, 2015**

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

(See Note 1 on page 18)

(See Note 2 on page 18)

| <b>Investments</b>                                     | <b>Par Value</b>      | <b>Market Value</b>   | <b>Book Value</b>     | <b>% of Portfolio</b> | <b>Term</b> | <b>Days to Maturity</b> | <b>YTM/C 360 Equiv.</b> | <b>YTM/C 365 Equiv.</b> |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-------------|-------------------------|-------------------------|-------------------------|
| Money Mkt Mutual Funds/Cash                            | 23,240,264.91         | 23,240,264.91         | 23,240,264.91         | 11.81                 | 1           | 1                       | 0.001                   | 0.001                   |
| Commercial Paper Disc. -Amortizing                     | 8,585,000.00          | 8,570,792.10          | 8,577,375.73          | 4.36                  | 203         | 154                     | 0.211                   | 0.214                   |
| Federal Agency Coupon Securities                       | 43,000,000.00         | 42,983,530.00         | 43,009,392.73         | 21.85                 | 1,238       | 365                     | 0.783                   | 0.793                   |
| Federal Agency Disc. -Amortizing                       | 72,000,000.00         | 71,995,050.00         | 71,993,565.69         | 36.58                 | 123         | 45                      | 0.072                   | 0.073                   |
| Local Agency Investment Funds                          | 50,000,000.00         | 50,019,186.40         | 50,000,000.00         | 25.40                 | 1           | 1                       | 0.286                   | 0.290                   |
| <b>Investments</b>                                     | <b>196,825,264.91</b> | <b>196,808,823.41</b> | <b>196,820,599.06</b> | <b>100.00%</b>        | <b>325</b>  | <b>103</b>              | <b>0.279</b>            | <b>0.283</b>            |
| <b>Cash and Accrued Interest</b>                       |                       |                       |                       |                       |             |                         |                         |                         |
| Passbook/Checking (not included in yield calculations) | 632,248.15            | 632,248.15            | 632,248.15            |                       | 1           | 1                       | 0.000                   | 0.000                   |
| Accrued Interest at Purchase                           |                       | 247.50                | 247.50                |                       |             |                         |                         |                         |
| Subtotal   |                       | 632,495.65            | 632,495.65            |                       |             |                         |                         |                         |
| <b>Total Cash and Investments</b>                      | <b>197,457,513.06</b> | <b>197,441,319.06</b> | <b>197,453,094.71</b> |                       | <b>325</b>  | <b>103</b>              | <b>0.279</b>            | <b>0.283</b>            |

| <b>Total Earnings</b>           | <b>June 19 Month Ending</b> | <b>Fiscal Year To Date</b> |
|---------------------------------|-----------------------------|----------------------------|
| Current Year                    | 30,307.64                   | 441,820.78                 |
| <b>Average Daily Balance</b>    | <b>203,581,019.04</b>       | <b>170,053,920.23</b>      |
| <b>Effective Rate of Return</b> | <b>0.29%</b>                | <b>0.27%</b>               |

"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, 2015. 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* 6/26/15  
 Patricia Jakubiak, Treasurer

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

|   |                          |
|---|--------------------------|
| Book Value of Cash & Investments before GASB 31 (Above) | \$ 197,453,094.71        |
| GASB 31 Adjustment to Books (See Note 3 on page 18)     | \$ (94,166.47)           |
| <b>Total</b>  | <b>\$ 197,358,928.24</b> |

Page 13

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 19, 2015**

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

| CUSIP                                     | Investment # | Issuer                                      | Average Balance      | Purchase Date | Par Value            | Market Value         | Book Value           | Stated Rate | YTM/C 365    | Days to Maturity | Maturity Date |
|---|--------------|---|----------------------|---------------|----------------------|----------------------|----------------------|-------------|--------------|------------------|---------------|
| <b>Money Mkt Mutual Funds/Cash</b>        |              |   |                      |               |                      |                      |                      |             |              |                  |               |
| SYS528                                    | 528          | High Mark 100% US Treasury MMF              |                      |               | 23,240,264.91        | 23,240,264.91        | 23,240,264.91        | 0.001       | 0.001        | 1                |               |
| <b>Subtotal and Average</b>               |              |   | <b>19,581,546.98</b> |               | <b>23,240,264.91</b> | <b>23,240,264.91</b> | <b>23,240,264.91</b> |             | <b>0.001</b> | <b>1</b>         |               |
| <b>Commercial Paper Disc. -Amortizing</b> |              |   |                      |               |                      |                      |                      |             |              |                  |               |
| 36959JYR8                                 | 860          | GEN ELEC CAP CRP                            |                      | 04/23/2015    | 2,570,000.00         | 2,565,656.70         | 2,567,744.11         | 0.200       | 0.206        | 158              | 11/25/2015    |
| 36595JYL1                                 | 862          | GEN ELEC CAP CRP                            |                      | 05/08/2015    | 6,015,000.00         | 6,005,135.40         | 6,009,631.62         | 0.210       | 0.218        | 153              | 11/20/2015    |
| <b>Subtotal and Average</b>               |              |   | <b>8,576,931.44</b>  |               | <b>8,585,000.00</b>  | <b>8,570,792.10</b>  | <b>8,577,375.73</b>  |             | <b>0.214</b> | <b>154</b>       |               |
| <b>Federal Agency Coupon Securities</b>   |              |   |                      |               |                      |                      |                      |             |              |                  |               |
| 3133ECM76                                 | 809          | Federal Farm Credit Bank (Callable anytime) |                      | 04/25/2013    | 9,000,000.00         | 9,000,090.00         | 8,998,233.43         | 0.400       | 0.424        | 307              | 04/22/2016    |
| 3133EEA75                                 | 861          | Federal Farm Credit Bank (Callable 7-22-15) |                      | 04/23/2015    | 9,000,000.00         | 8,987,490.00         | 8,999,352.81         | 0.990       | 1.031        | 32               | 01/22/2018    |
| 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        | 781              | 08/09/2017    |
| 3133813R4                                 | 800          | Fed Home Loan Bank (Callable 7-9-15)        |                      | 12/20/2012    | 9,000,000.00         | 8,994,150.00         | 9,007,032.18         | 1.000       | 0.966        | 873              | 11/09/2017    |
| 3130A3RM8                                 | 850          | Fed Home Loan Bank (Callable 6-30-15)       |                      | 12/30/2014    | 10,000,000.00        | 10,001,500.00        | 10,004,774.31        | 0.770       | 0.645        | 10               | 12/30/2016    |
| <b>Subtotal and Average</b>               |              |   | <b>43,009,309.85</b> |               | <b>43,000,000.00</b> | <b>42,983,530.00</b> | <b>43,009,392.73</b> |             | <b>0.793</b> | <b>365</b>       |               |
| <b>Federal Agency Disc. -Amortizing</b>   |              |   |                      |               |                      |                      |                      |             |              |                  |               |
| 313396MC4                                 | 859          | Freddie Mac                                 |                      | 04/23/2015    | 9,000,000.00         | 8,998,380.00         | 8,998,080.00         | 0.080       | 0.082        | 96               | 09/24/2015    |
| 313384HN2                                 | 851          | Fed Home Loan Bank                          |                      | 02/03/2015    | 9,000,000.00         | 9,000,000.00         | 8,999,800.00         | 0.080       | 0.082        | 10               | 06/30/2015    |
| 313384HN2                                 | 853          | Fed Home Loan Bank                          |                      | 03/12/2015    | 10,000,000.00        | 10,000,000.00        | 9,999,833.33         | 0.060       | 0.062        | 10               | 06/30/2015    |
| 313384HN2                                 | 854          | Fed Home Loan Bank                          |                      | 03/18/2015    | 8,000,000.00         | 8,000,000.00         | 7,999,811.11         | 0.085       | 0.087        | 10               | 06/30/2015    |
| 313384JF7                                 | 855          | Fed Home Loan Bank                          |                      | 04/23/2015    | 9,000,000.00         | 8,999,820.00         | 8,999,595.00         | 0.080       | 0.062        | 27               | 07/17/2015    |
| 313384KK4                                 | 856          | Fed Home Loan Bank                          |                      | 04/23/2015    | 9,000,000.00         | 8,999,190.00         | 8,999,106.25         | 0.065       | 0.067        | 55               | 08/14/2015    |
| 313384KZ1                                 | 857          | Fed Home Loan Bank                          |                      | 04/23/2015    | 9,000,000.00         | 8,999,010.00         | 8,998,792.50         | 0.070       | 0.072        | 69               | 08/28/2015    |
| 313588LP8                                 | 858          | Fed Home Loan Bank                          |                      | 04/23/2015    | 9,000,000.00         | 8,998,650.00         | 8,998,547.50         | 0.070       | 0.072        | 83               | 09/11/2015    |
| <b>Subtotal and Average</b>               |              |   | <b>82,413,230.76</b> |               | <b>72,000,000.00</b> | <b>71,995,050.00</b> | <b>71,993,565.69</b> |             | <b>0.073</b> | <b>45</b>        |               |
| <b>Local Agency Investment Funds</b>      |              |   |                      |               |                      |                      |                      |             |              |                  |               |
| SYS338                                    | 338          | Local Agency Invstmnt Fund                  |                      |               | 50,000,000.00        | 50,019,186.40        | 50,000,000.00        | 0.290       | 0.290        | 1                |               |
| <b>Subtotal and Average</b>               |              |   | <b>50,000,000.00</b> |               | <b>50,000,000.00</b> | <b>50,019,186.40</b> | <b>50,000,000.00</b> |             | <b>0.290</b> | <b>1</b>         |               |

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 19, 2015**

*(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 |
|-------|--------------|-------------------|-----------------|---------------|----------------|----------------|----------------|-------------|-----------|------------------|
|       |              | Total and Average | 203,581,019.04  |               | 196,825,264.91 | 196,808,823.41 | 196,820,599.06 |             | 0.283     | 103              |

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**June 19, 2015**

| 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        | ABPA (Acct Closed)   |                       | 07/01/2014                   | 0.00       | 0.00                  | 0.00                  |             | 0.000        | 1                |
| SYS10033                           | 10033        | Revolving Fund       |                       | 07/01/2014                   | 20,000.00  | 20,000.00             | 20,000.00             |             | 0.000        | 1                |
| SYS4                               | 4            | Union Bank           |                       | 07/01/2014                   | 612,248.15 | 612,248.15            | 612,248.15            |             | 0.000        | 1                |
| SYS361                             | 361          | CORVEL (Acct Closed) |                       | 07/01/2014                   | 0.00       | 0.00                  | 0.00                  |             | 0.000        | 1                |
| <b>Average Balance</b>             |              |                      | <b>0.00</b>           | Accrued Interest at Purchase |            | 247.50                | 247.50                |             |              | 1                |
|                                    |              |                      |                       | Subtotal                     |            | 632,495.65            | 632,495.65            |             |              |                  |
| <b>Total Cash and Investments</b>  |              |                      | <b>203,581,019.04</b> |                              |            | <b>197,457,513.06</b> | <b>197,441,319.06</b> |             | <b>0.283</b> | <b>103</b>       |



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of June 20, 2015**

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

|                  |                     |                             |                       | Maturity<br>Par Value | Percent<br>of Portfolio | Current<br>Book Value | Current<br>Market Value |                       |
|------------------|---------------------|-----------------------------|-----------------------|-----------------------|-------------------------|-----------------------|-------------------------|-----------------------|
| Aging Interval:  | 0 days              | ( 06/20/2015 - 06/20/2015 ) | 6 Maturities          | 0 Payments            | 73,872,513.06           | 37.41%                | 73,872,513.06           | 73,891,699.46         |
| Aging Interval:  | 1 - 30 days         | ( 06/21/2015 - 07/20/2015 ) | 4 Maturities          | 0 Payments            | 36,000,000.00           | 18.23%                | 35,999,039.44           | 35,999,820.00         |
| Aging Interval:  | 31 - 60 days        | ( 07/21/2015 - 08/19/2015 ) | 1 Maturities          | 0 Payments            | 9,000,000.00            | 4.56%                 | 8,999,106.25            | 8,999,190.00          |
| Aging Interval:  | 61 - 91 days        | ( 08/20/2015 - 09/19/2015 ) | 2 Maturities          | 0 Payments            | 18,000,000.00           | 9.11%                 | 17,997,340.00           | 17,997,660.00         |
| Aging Interval:  | 92 - 121 days       | ( 09/20/2015 - 10/19/2015 ) | 1 Maturities          | 0 Payments            | 9,000,000.00            | 4.56%                 | 8,998,080.00            | 8,998,380.00          |
| Aging Interval:  | 122 - 152 days      | ( 10/20/2015 - 11/19/2015 ) | 0 Maturities          | 0 Payments            | 0.00                    | 0.00%                 | 0.00                    | 0.00                  |
| Aging Interval:  | 153 - 183 days      | ( 11/20/2015 - 12/20/2015 ) | 2 Maturities          | 0 Payments            | 8,585,000.00            | 4.34%                 | 8,577,375.73            | 8,570,792.10          |
| Aging Interval:  | 184 - 274 days      | ( 12/21/2015 - 03/20/2016 ) | 0 Maturities          | 0 Payments            | 0.00                    | 0.00%                 | 0.00                    | 0.00                  |
| Aging Interval:  | 275 - 365 days      | ( 03/21/2016 - 06/19/2016 ) | 1 Maturities          | 0 Payments            | 9,000,000.00            | 4.56%                 | 8,998,233.43            | 9,000,090.00          |
| Aging Interval:  | 366 - 1095 days     | ( 06/20/2016 - 06/19/2018 ) | 4 Maturities          | 0 Payments            | 34,000,000.00           | 17.22%                | 34,011,159.30           | 33,983,440.00         |
| Aging Interval:  | 1096 days and after | ( 06/20/2018 - )            | 0 Maturities          | 0 Payments            | 0.00                    | 0.00%                 | 0.00                    | 0.00                  |
| <b>Total for</b> |                     |                             | <b>21 Investments</b> | <b>0 Payments</b>     |                         | <b>100.00</b>         | <b>197,452,847.21</b>   | <b>197,441,071.56</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 MUFG 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, 2014 includes an increase of \$14,938 to the LAIF investment and a decrease of \$(109,104) 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.



## GLOSSARY

### INVESTMENT TERMS

**Basis Point.** Measure used in quoting yields on bonds and notes. One basis point is .01% of yield.

**Book Value.** This value may be the original cost of acquisition of the security, or original cost adjusted by the amortization of a premium or accretion of a discount. The book value may differ significantly from the security's current value in the market.

**Commercial Paper.** Unsecured short-term promissory notes issued by corporations, with maturities ranging from 2 to 270 days; may be sold on a discount basis or may bear interest.

**Coupon Rate.** Interest rate, expressed as a percentage of par or face value, that issuer promises to pay over lifetime of debt security.

**Discount.** The amount by which a bond sells under its par (face) value.

**Discount Securities.** Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full face value paid at maturity. Treasury bills, bankers' acceptances and most commercial paper are issued at a discount.

**Effective Rate of Return.** Rate of return on a security, based on its purchase price, coupon rate, maturity date, and the period between interest payments.

**Federal Agency Securities.** Securities issued by agencies such as the Federal National Mortgage Association and the Federal Farm Credit Bank. Though not general obligations of the US Treasury, such securities are sponsored by the government and therefore have high credit ratings. Some are issued on a discount basis and some are issued with coupons.

**Federal Funds.** Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

**Fed Funds Rate.** The interest rate charged by one institution lending federal funds to another.

**Federal Open Market Committee.** The branch of the Federal Reserve Board that determines the direction of monetary policy.

**Local Agency Investment Fund (LAIF).** A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because

deposits can be converted to cash in 24 hours and no interest is lost. Interest is paid quarterly and the State's administrative fee cannot to exceed 1/4 of a percent of the earnings.

**Market value.** The price at which the security is trading and could presumably be purchased or sold.

**Maturity Date.** The specified day on which the issuer of a debt security is obligated to repay the principal amount or face value of security.

**Money Market Mutual Fund.** Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repurchase agreements and federal funds).

**Par.** Face value or principal value of a bond typically \$1,000 per bond.

**Rate of Return.** The amount of income received from an investment, expressed as a percentage. A *market rate of return* is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

**Treasury Bills.** Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Notes.** Intermediate U.S. government debt securities with maturities of one to 10 years.

**Treasury bonds.** Long-term U.S. government debt securities with maturities of 10 years or longer.

**Yield.** Rate of return on a bond.

**Yield-to-maturity.** Rate of return on a bond taking into account the total annual interest payments, the purchase price, the redemption value and the amount of time remaining until maturity.

## ECONOMIC TERMS

**Conference Board Consumer Confidence Index** A survey that measures how optimistic or pessimistic consumers are with respect to the economy in the near future.

**Consumer Price Index (CPI).** A measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food and medical care. Changes in CPI are used to assess price changes associated with the cost of living.

**Durable Goods Orders.** An economic indicator released monthly that reflects new orders placed with domestic manufacturers for delivery of factory durable goods such as autos and appliances in the near term or future.

**Gross Domestic Product.** The monetary value of all the finished goods and services produced within a country's borders in a specific time period. It includes all of private and public consumption, government outlays, investments and exports less imports that occur within a defined territory.

**Industrial Production.** An economic indicator that is released monthly by the Federal Reserve Board. The indicator measures the amount of output from the manufacturing, mining, electric and gas industries.

**ISM Institute for Supply Management (ISM) Manufacturing Index.** A monthly index that monitors employment, production inventories, new orders and supplier deliveries.

**ISM Non-manufacturing Index.** An index based on surveys of non-manufacturing firms' purchasing and supply executives. It tracks economic data for the service sector.

**Leading Economic Index.** A monthly index used to predict the direction of the economy's movements in the months to come. The index is made up of 10 economic components, whose changes tend to precede changes in the overall economy.

**National Federation of Independent Business Small Business Optimism Index.** An index based on surveys of small business owners' plans and expectations regarding employment, capital, inventories, economic improvement, credit conditions, expansion, and earnings trends in the near term or future.

**Producer Price Index.** An index that measures the average change over time in the selling prices received by domestic producers for their output.

**University of Michigan Consumer Sentiment Index.** An index that measures the overall health of the economy as determined by consumer opinion. It takes into account an individual's feelings toward his or her own current financial health, the health of the economy in the short term and the prospects for longer term economic growth.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
July 16, 2015

Agenda Item No. 3B  
Consent Calendar

---

**Award of RFP # DC2001 – Class & Compensation Study Services**

---

**Contact(s) for Further Information**

|  |  |              |
|--|--|--------------|
| Jeremy Hammond, Director<br>Human Resources Department | <a href="mailto:jeremyhammond@ocfa.org">jeremyhammond@ocfa.org</a> | 714.573.6018 |
| Brigette Gibb<br>Employee Relations Manager            | <a href="mailto:brigettegibb@ocfa.org">brigettegibb@ocfa.org</a>   | 714.573.6353 |

**Summary**

This agenda item is submitted to the Executive Committee to recommend approval of a contract award for as needed classification and compensation study services, to the two top ranked firms in the RFP process, CPS HR Consulting and Ralph Andersen & Associates.

**Prior Board/Committee Action - Committee Recommendation: To be reported at meeting**

This item was originally scheduled for consideration by the Human Resources Committee meeting on Tuesday, July 7, 2015, but was rescheduled to Wednesday, July 15, 2015, due to a scheduling conflict for the AB 1217 hearing. Due to this scheduling change, we are not able to provide the Committee's recommendation in time to meet publishing deadlines for the Executive Committee. The Human Resources Committee Chair will provide a report on the Committee's recommendations at the Executive Committee prior to taking action on this item.

**Recommended Action(s)**

Approve and authorize the Purchasing Manager to award contracts to CPS HR Consulting and Ralph Andersen & Associates in an aggregate amount not to exceed \$100,000 annually and to approve two additional renewal options based on need and contract performance.

**Impact to Cities/County**

Not applicable.

**Fiscal Impact**

Funding is included in the approved FY 2015/16 budget.

**Background**

The recent Memorandum of Understanding (MOU) that was negotiated between the OCFA and the Orange County Employees' Association (OCEA) provides for classification studies of pre-identified classifications. The MOU requires that these studies are performed by a third party classification and compensation consultant. The MOU also indicates that OCEA would be permitted to have one member on the consultant selection committee.

On March 5, 2015, a Request for Proposal (RFP) was issued and 107 firms were notified. Four proposals met the due date and time on March 26, 2015.

An evaluation team consisting of staff members from Human Resources, Finance, and Community Risk Reduction with representation from OCEA reviewed the proposals. Based on the rankings, CPS HR Consulting and Ralph Andersen & Associates were invited to participate in an interview process. After the final scoring, it was determined that establishing blanket orders with both firms would provide the best option for OCFA. Both firms agreed to hold their hourly rates for up to three years.

The RFP was written broadly with the intention that as classification and/or compensation studies are required, Human Resources staff would contact the awarded firms with a detailed scope of work and the studies could then be assigned to the firm that can best meet the required deadlines of each specific study.

The Purchasing Manager confirms that the proposal and evaluation process was conducted in accordance with the OCFA's Purchasing Ordinance and all applicable rules and regulations.

Based upon the evaluation results, it is recommended that as needed contracts for classification and compensation services be awarded to CPS HR Consulting and Ralph Andersen & Associates. It is recommended that these contracts be approved for the initial one year contract (for up to \$50,000 each, not to exceed \$100,000 annually) and to provide approval for two additional one year renewal options with the same conditions based upon the agency's needs and contract performance.

**Attachment(s)**

1. Summary of Proposals and Evaluation Results
2. Professional Service Agreements

**ORANGE COUNTY FIRE AUTHORITY**  
**DC2001 – Class & Compensation Study Services**  
**Summary of Proposals and Evaluation Results**

| Proposals Received   | <b>CPS HR Consulting</b>     |           |            | <b>Ralph Andersen &amp; Associates</b> |           |            |
|--|------------------------------|-----------|------------|--|-----------|------------|
| <b>Hourly Cost Proposal</b>  | <b>120.00/hour</b>           |           |            | <b>125.00/hour</b>                     |           |            |
| Evaluators   | 1                            | 2         | 3          | 1                                      | 2         | 3          |
| A. Method of Approach (15)   | 15                           | 13        | 15         | 15                                     | 13        | 15         |
| B. Qualifications & Exp. (30)                                      | 28                           | 25        | 30         | 30                                     | 25        | 30         |
| C. Technical Compliance (15)                                       | 15                           | 15        | 15         | 15                                     | 15        | 15         |
| D. Character, Judgment (10)  | 10                           | 10        | 10         | 8                                      | 10        | 10         |
| E. Proposed Costs (30)   | 30                           | 30        | 30         | 29                                     | 29        | 29         |
| Sum of Proposal Scores   | 98                           | 93        | 100        | 97                                     | 92        | 99         |
| Proposal Ranking   | <b>1</b>                     | <b>1</b>  | <b>1</b>   | <b>2</b>                               | <b>2</b>  | <b>2</b>   |
| <i>Sum of Ranking</i>  | <b>3</b>                     |           |            | <b>6</b>                               |           |            |
| Interview/Questions (40)   | 30                           | -         | 30         | 30                                     | -         | 30         |
| Total  | <b>128</b>                   | <b>93</b> | <b>130</b> | <b>127</b>                             | <b>92</b> | <b>129</b> |
| Ranking w/ interview   | <b>1</b>                     | <b>1</b>  | <b>1</b>   | <b>2</b>                               | <b>2</b>  | <b>2</b>   |
| <i>Sum of Ranking w/ interview</i><br><i>*Highest ranked firms</i> | <b>3*</b>                    |           |            | <b>6*</b>                              |           |            |
|  |                              |           |            |  |           |            |
| Proposals Received   | <b>Koff &amp; Associates</b> |           |            | <b>Hay Group</b>                       |           |            |
| <b>Hourly Cost Proposal</b>  | <b>125.00/hour</b>           |           |            | <b>450.00/hour</b>                     |           |            |
| Evaluators   | 1                            | 2         | 3          | 1                                      | 2         | 3          |
| A. Method of Approach (15)   | 14                           | 10        | 10         | 10                                     | 10        | 10         |
| B. Qualifications & Exp. (30)                                      | 25                           | 20        | 25         | 25                                     | 15        | 20         |
| C. Technical Compliance (15)                                       | 15                           | 5         | 10         | 10                                     | 10        | 15         |
| D. Character, Judgment (10)  | 10                           | 5         | 7          | 5                                      | 0         | 5          |
| E. Proposed Costs (30)   | 29                           | 29        | 29         | 8                                      | 8         | 8          |
| Sum of Proposal Scores   | 93                           | 69        | 81         | 58                                     | 43        | 58         |
| Proposal Ranking   | <b>3</b>                     | <b>3</b>  | <b>3</b>   | <b>4</b>                               | <b>4</b>  | <b>4</b>   |
| <i>Sum of Ranking</i>  | <b>9</b>                     |           |            | <b>12</b>                              |           |            |
| Interview/Questions (50)   |                              |           |            |  |           |            |
| Total  |                              |           |            |  |           |            |
| Ranking w/ interview   |                              |           |            |  |           |            |
| <i>Sum of Ranking w/ interview</i><br><i>*Highest ranked firm</i>  | <b>9</b>                     |           |            | <b>12</b>                              |           |            |

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 20th day of July, 2015, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Ralph Andersen & Associates, a California corporation, hereinafter referred to as "Firm".

**RECITALS**

WHEREAS, OCFA requires the services of a firm to perform Classification and Compensation studies on an as needed basis, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated March 26, 2015 in response to RFP DC2001, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

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

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

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the "Proposal" attached hereto as Exhibit "A." Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

**1.2 Compliance with Law.**

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

### **1.3 Licenses and Permits.**

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

### **1.4 Familiarity with Work.**

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

### **1.5 Care of Work.**

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

### **1.6 Additional Services.**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the original Agreement sum must be approved in writing by the Purchasing and Materials Manager. Any greater increase must be approved by in writing by the Executive Committee.

## **2. TIME FOR COMPLETION**

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



**3. COMPENSATION OF FIRM**

**3.1 Compensation of Firm.**

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$50,000 annually.

**3.2 Method of Payment.**

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

**3.3 Changes.**

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

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

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

**3.4 Appropriations.**

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

**4. PERFORMANCE SCHEDULE**

**4.1 Time of Essence.**

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

#### **4.2 Schedule of Performance.**

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's proposal. The extension of any time period specified must be approved in writing by the Contract Manager.

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

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

#### **4.4 Term.**

This Agreement shall commence on approval of Executive Committee (tentatively scheduled for approval at the July 16, 2015 meeting) and continue for a period of one (1) year, through June 30, 2016, with the option to extend the Agreement for two (2) additional periods of one (1) year unless earlier terminated as provided herein or as otherwise agreed to in writing by 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: Doug Johnson, Vice President.

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

#### **5.2 Contract Manager.**

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

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

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

### **5.4 Independent Contractor.**

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

## **6. INSURANCE AND INDEMNIFICATION**

### **6.1 Insurance.**

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, general liability insurance including operations, products, and completed operations insurance in the amount of \$1,000,000 combined single limit for bodily injury, personal injury and property damage/\$2,000,000 aggregate; automobile insurance in the amount of \$1,000,000 each accident/\$1,000,000 uninsured motorist; professional liability insurance in the amount of \$1,000,000 each occurrence/\$2,000,000 aggregate. The general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. An endorsement to the General Liability Policy naming OCFA, its officers, officials, employees and volunteers as additional insureds is required to be submitted with the certificate of insurance. Firm shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in effect during the term of this Agreement. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees.

Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy if the service requires such coverage.

## **6.2 Indemnification.**

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

## **7. RECORDS AND REPORTS**

### **7.1 Reports.**

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

### **7.2 Records.**

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

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

All specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Manager or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or

ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

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

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

### **8. ENFORCEMENT OF AGREEMENT**

#### **8.1 California Law.**

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

#### **8.2 Waiver.**

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

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

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

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

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

### **8.5 Termination Prior to Expiration of Term.**

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

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

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

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

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

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

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

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

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

### **9.2 Covenant Against Discrimination.**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, sexual

orientation, 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, sexual orientation, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality.**

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

### **10.2 Notice.**

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

Orange County Fire Authority  
Attention: Brigitte Gibb,  
Employee Relations Mgr.  
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:

Ralph Andersen & Associates  
Attention: Doug Johnson  
5800 Stanford Ranch Road, Suite 410  
Rocklin, CA 95765

### **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.

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Jeff Bowman, Fire Chief

**APPROVED AS TO FORM.**

**ATTEST:**

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

DAVID E. KENDIG  
GENERAL COUNSEL

\_\_\_\_\_

Sherry A.F. Wentz  
Clerk of the Board

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

**“FIRM”**

**RALPH ANDERSEN & ASSOCIATES**

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

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

Robert Burg, Executive Vice President

EXHIBIT "A"

(Response to RFP DC2001 – Classification and Compensation Study Services)

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 20th day of July, 2015, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and CPS HR Consulting, a governmental Joint Powers Authority (JPA) of the State of California, hereinafter referred to as “Firm”.

**RECITALS**

WHEREAS, OCFA requires the services of a firm to perform Classification and Compensation studies on an as needed basis, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated March 26, 2015 in response to RFP DC2001, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by this reference; and

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

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

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the “Proposal” attached hereto as Exhibit “A.” Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit “A” and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

**1.2 Compliance with Law.**

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

### **1.3 Licenses and Permits.**

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

### **1.4 Familiarity with Work.**

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

### **1.5 Care of Work.**

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

### **1.6 Additional Services.**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the original Agreement sum must be approved in writing by the Purchasing and Materials Manager. Any greater increase must be approved by in writing by the Executive Committee.

## **2. TIME FOR COMPLETION**

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its

control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

### **3. COMPENSATION OF FIRM**

#### **3.1 Compensation of Firm.**

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$50,000 annually.

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

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

#### **3.3 Changes.**

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

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

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

#### **3.4 Appropriations.**

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

### **4. PERFORMANCE SCHEDULE**

#### **4.1 Time of Essence.**

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

#### **4.2 Schedule of Performance.**

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's proposal. The extension of any time period specified must be approved in writing by the Contract Manager.

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

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

#### **4.4 Term.**

This Agreement shall commence on approval of Executive Committee (tentatively scheduled for approval at the July 16, 2015 meeting) and continue for a period of one (1) year, through June 30, 2016, with the option to extend the Agreement for two (2) additional periods of one (1) year unless earlier terminated as provided herein or as otherwise agreed to in writing by 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: Vicki Quinero Brashear, Director of Products and Services.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to

personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

## **5.2 Contract Manager.**

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

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

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

## **5.4 Independent Contractor.**

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

# **6. INSURANCE AND INDEMNIFICATION**

## **6.1 Insurance.**

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, general liability insurance including operations, products, and completed operations insurance in the amount of \$1,000,000 combined single limit for bodily injury, personal injury and property damage/\$2,000,000 aggregate; automobile insurance in the amount of \$1,000,000 each accident/\$1,000,000 uninsured motorist; professional liability insurance in the amount of \$1,000,000 each occurrence/\$2,000,000 aggregate. The general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. An endorsement to the General Liability Policy naming OCFA, its officers, officials, employees and volunteers as additional insureds is required to be submitted with the

certificate of insurance. Firm shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in effect during the term of this Agreement. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy if the service requires such coverage.

## **6.2 Indemnification.**

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

## **7. RECORDS AND REPORTS**

### **7.1 Reports.**

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

### **7.2 Records.**

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

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



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

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

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

### **8. ENFORCEMENT OF AGREEMENT**

#### **8.1 California Law.**

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

#### **8.2 Waiver.**

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

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

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

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

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

#### **8.5 Termination Prior to Expiration of Term.**

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

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

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

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

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

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

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

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

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

## **9.2 Covenant Against Discrimination.**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, 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, sexual orientation, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality.**

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

### **10.2 Notice.**

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

Orange County Fire Authority  
Attention: Brigette Gibb  
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:

CPS HR Consulting  
Attention: Vicki Quintero Brashear  
241 Lathrop Way  
Sacramento, CA 95826

### **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.

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Jeff Bowman, Fire Chief

**APPROVED AS TO FORM.**

**ATTEST:**

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

DAVID E. KENDIG  
GENERAL COUNSEL

\_\_\_\_\_

Sherry A.F. Wentz  
Clerk of the Board

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

**“FIRM”**

**CPS HR CONSULTING**

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

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

Vicki Quintero Brashear  
Director of Products & Services

EXHIBIT "A"

(Response to RFP DC2001 – Classification and Compensation Study Services)



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
July 16, 2015

Agenda Item No. 3C  
Consent Calendar

---

**Quarterly Change Order Report**

---

**Contact(s) for Further Information**

|  |  |              |
|--|--|--------------|
| Lori Zeller, Assistant Chief<br>Business Services Department | <a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>     | 714.573.6020 |
| Debbie Casper, Purchasing & Materials Manager                | <a href="mailto:debbiecasper@ocfa.org">debbiecasper@ocfa.org</a> | 714.573.6641 |

**Summary**

This agenda item is the first of a routine quarterly report to summarize change orders issued within the dollar limits delegated to management.

**Prior Board/Committee Action - Committee Recommendation: To be reported at meeting**

This item was originally scheduled for consideration by the Budget and Finance Committee meeting on Wednesday, July 8, 2015, but was rescheduled to Wednesday, July 15, 2015, due to a scheduling conflict for the AB 1217 hearing. Due to this scheduling change, we are not able to provide the Committee's recommendation in time to meet publishing deadlines for the Executive Committee. The Budget and Finance Committee Chair will provide a report on the Committee's recommendations at the Executive Committee prior to taking action on this item.

**Recommended Action(s)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

At the February 26, 2015, Board of Director's meeting, the Board requested that a quarterly report be submitted to the Executive Committee to summarize change orders issued by management within the dollar limits delegated to Authority management. Attached is the first report prepared for quarterly submittal to the Committee.

**Attachment(s)**

Quarterly Report Change Orders - March – June 2015

|   | <b>Date of Change Order</b> | <b>Vendor</b>   | <b>Section</b>             | <b>Commodity or Service</b>   | <b>Original Amount</b> | <b>Amount of Change</b> | <b>Amount after Change Order</b> | <b>Reason for Change Order</b>  |
|---|-----------------------------|---|----------------------------|---|------------------------|-------------------------|----------------------------------|---|
| 1 | 3/10/15                     | Morrow Meadows Corporation<br>B01357-3<br>05/01/14 – 04/30/15 | <b>Property Management</b> | Electrical maintenance & repairs<br><i>Bid MD1768</i>   | \$30,000               | \$20,000                | \$50,000                         | Increased volume of repairs on flag pole lighting and exterior lighting, and increased volume of replacements of ballasts                       |
| 2 | 3/12/15                     | Honeywell International<br>B01328-5<br>03/17/14 – 03/16/15    | <b>Air Operations</b>      | Flight following and satellite phone service for (4) helicopters<br>Sole Source               | \$5,000                | \$1,227                 | \$6,227                          | Increase in flight time and additional services used  |
| 3 | 3/20/15                     | PH & S Products<br>B01191-7<br>04/01/14 – 03/31/15            | <b>EMS</b>                 | Latex & Nitrile Gloves<br>Bid MP1622  | \$90,000               | \$9,033                 | \$99,033                         | Purchase of additional gloves while bid was prepared and new contract awarded   |
| 4 | 4/1/15                      | Warren Distributing<br>B01183-5<br>02/01/14 – 04/30/15        | <b>Fleet Services</b>      | Auto parts<br>(55% discount off list)   | \$10,000               | \$3,500                 | \$13,500                         | Purchase of additional parts and extension of expiration date while specifications were being developed for bid process and new contract award. |
| 5 | 4/1/15                      | Kimball Midwest<br>B01265-4<br>02/01/14 – 04/30/15            | <b>Fleet Services</b>      | Auto repair parts and misc. products (volume discounts based on GSA up to 34% off list price) | \$10,000               | \$16,000                | \$26,000                         | Purchase of additional parts and extension of expiration date while specifications were being developed for bid process and new contract award. |
| 6 | 4/20/15                     | Saddleback College<br>B01227-5<br>08/01/14 – 07/31/15         | <b>EMS</b>                 | EMS text books  | \$10,000               | \$2,226                 | \$12,226                         | Purchase of additional books due to a higher number of students.  |
| 7 | 5/4/15                      | PlanetBids<br>B01339-4  | <b>Purchasing</b>          | Vendor and online bid management system   | \$20,752               | \$2,500                 | \$23,252                         | Additional cost for first year of “vendor prequalification  |



**Orange County Fire Authority**  
Quarterly Report  
Change Orders to Blanket Orders & Purchase Orders  
March – June 2015

|    | <b>Date of Change Order</b> | <b>Vendor</b>  | <b>Section</b>             | <b>Commodity or Service</b>   | <b>Original Amount</b> | <b>Amount of Change</b> | <b>Amount after Change Order</b> | <b>Reason for Change Order</b>  |
|----|-----------------------------|--|----------------------------|---|------------------------|-------------------------|----------------------------------|---|
|    |                             | 03/19/15 – 03/18/16  |                            | software  |                        |                         |                                  | module” (Public Works projects as required by CUPCCA)                     |
| 8  | 5/11/15                     | Commercial Restaurant Service<br>B01517<br>06/01/14 – 05/31/15 | <b>Property Management</b> | Wolf range repair services at Fire stations - as needed<br><i>Bid MD1916</i>    | \$10,000               | \$3,000                 | \$13,000                         | More repairs were required during the first year than anticipated         |
| 9  | 5/28/15                     | Honeywell International<br>B01328-6<br>03/17/15 – 03/16/16     | <b>Air Operations</b>      | Flight following and satellite phone service for (4) helicopters<br>Sole Source | \$5,000                | \$2,500                 | \$7,500                          | Increase in flight hours and additional services from prior year history. |
| 10 | 6/23/15                     | Laerdal Medical Group<br>B01056-7<br>02/01/15 – 01/31/16       | <b>EMS</b>                 | CPR/AHA training materials and books (10% discount off list)                    | \$5,000                | \$1,888                 | \$6,888                          | Purchase of additional training items                                     |



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
July 16, 2015

Agenda Item No. 3D  
Consent Calendar

---

**Award of Bid JA2053 – Purchase of 4 Chevrolet Tahoes**

---

**Contact(s) for Further Information**

|  |  |              |
|--|--|--------------|
| Mike Schroeder, Assistant Chief<br>Support Services Department | <a href="mailto:michaelschroeder@ocfa.org">michaelschroeder@ocfa.org</a> | 714.573.6008 |
| Rick Oborny, Fleet Services Manager                            | <a href="mailto:rickoborny@ocfa.org">rickoborny@ocfa.org</a>             | 714.573.6651 |

**Summary**

This agenda item is submitted for the approval of a bid award to purchase four 2015 Chevrolet Tahoes from Simpson Chevrolet of Garden Grove, the lowest responsive bidder.

**Prior Board/Committee Action**

Not Applicable.

**Recommended Action(s)**

Approve and authorize the Purchasing Manager to issue a purchase order to Simpson Chevrolet in the amount of \$208,113.56 (includes sales tax).

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding is included in the approved FY 2015/16 Fire Apparatus (133) budget.

**Background**

Each year, the Fleet Services Manager reviews the vehicles identified for replacement in OCFA's vehicle replacement plan. This evaluation considers the vehicle's current age, mileage, and repair history. Based on the review, six full-size 4-door vehicles utilized by Executive Management were approved for replacement and budgeted in the FY 2015/16 budget.

On June 15, 2015, an invitation for bid (IFB) was issued and 193 vendors were notified. The bid included a request for six "off-the-lot" Chevrolet Tahoe LT retail vehicles available for immediate purchase. On June 24, 2015, the bid due date, two bids were received. Simpson Chevrolet was the lowest responsive responsible bidder. Staff contacted several vendors who elected not to participate in the bid and were informed that due to a limited availability of the current year models that were requested, the vendors were unable to submit a bid. Therefore, staff is recommending the award to Simpson Chevrolet for the purchase of only four 2015 Chevrolet Tahoes. Simpson Chevrolet has agreed to hold pricing on the four vehicles through the completion of the July Executive Committee meeting. Staff intends to go out to bid at a future date for the two remaining vehicles opting to go with a mid-size vehicle in lieu of the full-size vehicle to stay within the approved vehicle replacement budget.

**Attachment(s)**

Vehicles Scheduled for Replacement with Bid Results

**Orange County Fire Authority  
Vehicle Replacement Schedule and Bid Results**

**Vehicles Scheduled for Replacement:**

The 4 Full-Size 4-Door units that are scheduled for replacement are:

- |    |                                 |               |
|----|---------------------------------|---------------|
| 1. | Unit #2348 2007 Chevrolet Yukon | 137,000 miles |
| 2. | Unit #2370 2008 Ford Expedition | 147,000 miles |
| 3. | Unit #2371 2008 Ford Expedition | 127,000 miles |
| 4. | Unit #2372 2008 Ford Expedition | 130,000 miles |

These units will be rolled into the relief pool fleet and older high-mileage units will be sold through auction.

**Bid Results:**

The original bid request was for the purchase of 6 vehicles; however, based on the bid results, Executive Management has elected to purchase only four vehicles. Simpson Chevrolet has agreed to hold the unit price offered for the vehicles. The table below reflects pricing for the purchase of four 2015 Chevrolet Tahoe LT.

| Description                                     | Qty | Simpson Chevrolet  |                     | Reynolds Buick     |                     |
|---|-----|--------------------|---------------------|--------------------|---------------------|
|   |     | Unit Price         | Bid Total           | Unit Price         | Bid Total           |
| 2015 Chevrolet Tahoe LT<br>Retail 2 Wheel Drive | 4   | \$47,753.00        | \$191,012.00        | \$52,836.73*       | \$211,346.92*       |
| CA Tire Fee (per vehicle)                       | 4   | \$8.75             | \$35.00             | \$8.75             | \$35.00             |
| License and Registration<br>Fees (Non-Exempt)   | 4   | \$440.00           | \$1,760.00          | \$0.00             | \$0.00              |
| Sales Tax per vehicle (8%)                      | 4   | \$3,826.64         | \$15,306.56         | \$4,226.94         | \$16,907.76         |
| Total   |     | <b>\$52,028.39</b> | <b>\$208,113.56</b> | <b>\$57,072.42</b> | <b>\$228,289.68</b> |

*\*Bid 2016 GMC Yukon SLT Equivalent*



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
July 16, 2015

Agenda Item No 3E  
Consent Calendar

---

**Wildland Inspection Mobile Computer Application**

---

**Contact(s) for Further Information**

|  |  |              |
|--|--|--------------|
| Mike Schroeder, Assistant Chief<br>Support Services Department | <a href="mailto:michaelschroeder@ocfa.org">michaelschroeder@ocfa.org</a> | 714.573.6008 |
| Joel Brodowski, IT Manager                                     | <a href="mailto:joelbrodowski@ocfa.org">joelbrodowski@ocfa.org</a>       | 714.573.6421 |

**Summary**

This agenda item is submitted for approval to increase purchase order PO 008794 for ESRI for additional professional services for developing the OCFA Geographic Information System (GIS) Wildland Inspection Mobile Computer Application.

**Prior Board/Committee Action**

Not Applicable.

**Recommended Action(s)**

1. Approve and authorize the Fire Chief to sign the Environmental Systems Research Institute, Inc. (ESRI) contract amendment.
2. Approve and authorize the Purchasing Manager to increase purchase order PO 008794 to ESRI by \$50,000 for a new not to exceed amount of \$100,000 for additional GIS professional services for computer application design and development of the OCFA GIS Wildland Inspection Mobile Computer Application.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding is included in the FY 15/16 General Fund budget.

**Background**

In May 2014, Community Risk Reduction began developing a scope of work for a pre-fire management system that would combine wildfire pre-planning and mitigation with community development and ongoing maintenance activities in order to automate the OCFA's quantitative wildfire hazard assessments with qualitative risk mitigation efforts. The GIS section suggested this project could be handled in-house with professional GIS software developer assistance from an outside firm. The benefit of developing the application in-house is the system can be customized to OCFA needs and there would be no ongoing annual maintenance costs. The new application is called the OCFA Wildland GIS mobile computer application.

On February 9, 2015 a Request for Proposal (RFP) was issued for GIS application development professional services. Over four hundred firms were notified and twelve firms attended a non - mandatory pre-proposal meeting. On March 4, 2015, the due date, only one proposal from ESRI

was received. ESRI is a recognized world-wide leader in GIS technology. Based on the evaluation of the proposal submitted by ESRI and final negotiations with ESRI and OCFA legal counsel, a purchase order for a not to exceed amount of \$50,000 was issued on May 6, 2015. ESRI began work on the OCFA GIS Wildland mobile computer application on May 19, 2015. The contract amount provided 18 days of onsite software development work, project management and travel expenses. GIS staff negotiated a two-day work schedule with ESRI that maximizes the professional services provided by ESRI with the OCFA staff time.

Phase One of the two-phase design and development effort is complete and the OCFA Wildland GIS mobile computer application was launched on July 15, 2015. The progress has exceeded expectations though the original \$50,000 budget has been exhausted. The RFP provided details on Phase I and Phase II of the project however the project budget was limited to \$50,000.

Staff has anticipated there will be substantial feedback from users and additional modifications and development will be needed as the application is fully integrated into OCFA's workflow. This additional funding would provide professional services to further enhance the OCFA Wildland GIS mobile computer application, respond to testing feedback from end-users and begin Phase Two of the project.

Budgeted funds available in the approved FY 2015/16 General Fund budget will be utilized to continue the work on this project. This would provide an additional eighteen days of software development work and would providing funding through September. This project will complete Phase 2 of the design and development effort in creating the foundation and working tool for wildland field inspections. Staff anticipates further evaluation of the tool with possible requests for modifications and enhancements of the product in the future. Staff is requesting authorization to amend the current contract with ESRI and to increase P0008794 by \$50,000 for the additional professional services.

**Attachment(s)**

1. Original Implementation Services Time and Materials Agreement
2. Amendment One to Implementation Services Time and Materials Agreement



**IMPLEMENTATION SERVICES  
TIME AND MATERIALS AGREEMENT**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Agreement is entered into as of the <sup>6<sup>th</sup></sup> day of <sup>May</sup> 2015, by and between **Environmental Systems Research Institute, Inc.** (hereinafter referred to as Esri), a California corporation with its principal place of business at 380 New York Street, Redlands, California 92373-8100, and **Orange County Fire Authority** (hereinafter referred to as Licensee), with its principal place of business at 1 Fire Authority Road, Irvine, California, 92602.

In consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

**1. DEFINITIONS:**

**"Deliverables"** means consulting support detailed in *Exhibit 1 Scope of Work* hereto which is being performed by Esri on a time and materials hourly basis in exchange for the compensation from the Licensee detailed in *Exhibit 2 Price* hereto.

**"Deliverables Output"** means any work product produced by Esri as a result of Deliverables provided under this Agreement.

**"Software"** means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri Web site or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

- 2. WARRANTY:** Esri warrants that for a period of ninety (90) days from the date of performance that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with applicable written specifications included in the corresponding activity or delivered to Licensee pursuant to this Agreement.

**Disclaimer**

- A. THE WARRANTY SET FORTH IS IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.
- B. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY MAP DATA. SUCH MAP DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. LICENSEE SHOULD NOT RELY ON ANY MAP DATA UNLESS LICENSEE HAS VERIFIED THE MAP DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

- 3. LIMITATION OF LIABILITY:** In no event shall Esri be liable to Licensee for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this Agreement, even if it has been advised of the possibility of such damages. Esri's liability for direct damages shall in no event exceed the amount actually paid by the Licensee for the portion of the professional services involved.
- 4. NONHIRE OF CONTRACTOR PERSONNEL:** It is hereby mutually agreed that Licensee will not solicit for hire any employee(s) of Esri's technical staff, who is (are) associated with efforts called for under this effort, for a period of one (1) year thereafter. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.
- 5. SCOPE OF WORK:** Esri will provide the consulting support as specified in Exhibit 1—Scope of Work.
- 6. COMPENSATION:** Deliverables are provided and invoiced on a time and materials (T&M) basis in accordance with the total not-to-exceed total price stated in Exhibit 2 Price. Labor is invoiced based on actual hours provided. Licensee

will be invoiced on a monthly basis for work provided in the previous month. Payment terms are thirty (30) days from receipt of an invoice. Payment shall be made to the address identified on original Esri invoices.

7. **TAXES:** Deliverables provided hereunder are quoted exclusive of all state; local; value-added or other taxes, customs, or duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Deliverables or Deliverables Output, Licensee shall pay any such applicable tax upon receipt of written notice that such tax(es) is/are due.
8. **UCC INAPPLICABILITY:** Deliverables will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.
9. **LICENSE GRANT:** Subject to the terms and conditions set forth in this Agreement, Esri hereby grants to Licensee a nonexclusive, royalty-free, worldwide license in the Deliverables Output to use and reproduce the Deliverables Output in connection with Licensee's authorized use of the Esri Software and data "Data" for support of which the deliverables were supplied .
10. **PATENTS AND INVENTIONS:** Each party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors (hereinafter called "Inventors") during the term of this Agreement. The parties shall jointly own any Invention made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software, Licensee hereby grants and agrees to grant to Esri an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

A joint owner ("Assigning Owner") electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the other joint owner ("Beneficial Owner") as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which is hereby given to Esri for Inventions relating to the Software and shall otherwise not be unreasonably withheld by either party.

11. **CONFIDENTIALITY, OWNERSHIP, AND EXPORT CONTROLS:** Except as specifically granted in this Agreement, Esri or its licensors own and retain all right, title, and interest in the Deliverables Output.

Subject to open records laws, the Deliverables Output are Esri confidential and Licensee shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables Output delivered only in object code, executable code, or similar formats (collectively, "Secure Formats"). For Deliverables Output delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Agreement if its disclosure of Deliverables Output is limited to Deliverables Output in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables Output is withheld from such disclosure, and the person or entity in receipt of such Deliverables Output similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose the Deliverables Output to employees or third parties without the advanced written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.

The disclosures permitted under the preceding paragraph shall not relieve Licensee of its obligation to maintain the Deliverables Output in confidence and comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Deliverables Output to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this Agreement and obtain their agreement to be bound by them.

- 12. ORDER OF PRECEDENCE:** These terms and conditions supersede those outlined in any Licensee ordering or authorizing documents such as purchase orders. Any additional terms or conditions in Licensee ordering or authorizing documents must be incorporated into the Agreement via written amendment to be binding.
- 13. HIGH RISK ACTIVITIES**
- A. Deliverables Output are not fault-tolerant and are not designed, manufactured, or intended for use or resale for use for insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, emergency response, terrorism prevention or response, life support, or weapons systems ("High Risk Activities"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.
- 14. ASSIGNMENT AND DELEGATION:** Esri may, in whole or in part, assign any of its rights or delegate any performance under this Agreement, provided that Esri shall remain responsible for the performance it delegates. This Agreement binds and benefits successors or assigns permitted under this Article 13.
- 15. GENERAL INDEMNIFICATION:** To the fullest extent permitted by law, Esri shall release, indemnify, hold harmless, and defend Licensee, the Board of Directors, and all of its or their officers, agents, and servants (collectively "Indemnified Parties"), from and against any and all liabilities, losses, claims, demands, liens, and actions of any nature whatsoever, including, but not limited to, attorneys' fees and costs (collectively Liabilities) on account of injury, death, or property damage (except databases not subject to a reasonable backup program) arising out of, incidental to, or in connection with Esri's negligence or willful misconduct, except to the extent caused by the Indemnified Parties' negligence or willful misconduct.
- 16. INSURANCE:** Esri shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Esri's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement. Esri or the insurer will provide thirty (30) days notice of cancellation (ten (10) days notice of cancellation for non-payment of premium) for the Comprehensive General Liability, Automobile Liability, Professional Liability, and/or Workers Compensation policies, provided that no such notice is required if Esri buys a replacement policy and provides evidence to OCFA that ensures continuous coverage and otherwise complies with the requirements of this paragraph. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named insured on the blanket endorsement for the Comprehensive General Liability, Automobile Liability, Professional Liability policies shall be delivered to and approved by OCFA prior to commencement of the services hereunder.

The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least one million (\$1,000,000) combined single limit coverage per occurrence and professional liability coverage with limits of at least one million dollars (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII or better. If Esri provides claims made professional liability insurance, esri shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within two years of the completion of Esri's services under this Agreement, or (2) to



maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least two years after completion of Esri's services under this Agreement. Esri shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

- 17. **LABOR LAWS:** Esri shall comply with all of the provisions of the workers' compensation insurance laws and safety in employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar state, federal, or local laws applicable.
- 18. **BACKGROUND CHECKS:** Esri will complete employment screenings of Esri employees directly working under this Agreement per Esri's company policy and will certify the successful completion with Licensee's OCFA Human Resources Department.
- 19. **ACKNOWLEDGMENT:** License hereby acknowledges that he/she has the authority to bind his/her organization to these terms and conditions and further acknowledges that these terms and conditions supersede all purchase order terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

**ORANGE COUNTY FIRE AUTHORITY**  
(Licensee)

By: Debbie Casper  
Authorized Signature

Printed Name: Debbie Casper

Title: Purchasing & Materials Mgr

Date: 5/6/15

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**

(Esri)

By: William C. Fleming  
Authorized Signature

Printed Name: William C. Fleming  
Managing Business Attorney

Title: \_\_\_\_\_

Date: APR 28 2015

Exhibits:

Exhibit 1 – Scope of Work

Exhibit 2 – Price

Exhibit 1 to  
Agreement No. 2015C2523

**Scope of Work**

Esri is organized to work within an agile environment to support OCFA requirements. Agile development is a continuous cycle of tasks that move rapidly and iteratively towards the desired end state or objective. Esri will meet with OCFA's Project Manager on a daily basis to review the activities to be completed. Esri's consultant will then support the GIS staff with up to 189 hours of consulting services (including preparation and travel time) to support OCFA with application design and development of Phase 1 of their GIS Wild Land Project application, and 4 hours of associated project management. It is envisioned that these support hours will be used to provide assistance to OCFA for the following activities:

- Evaluate and analyze existing mapping applications to optimize performance and enhance functionality.
- Perform application programming activities, including coding, testing, debugging, documentation and modification.
- Assemble and integrate code from multiple developers into one application.
- Assist in writing code, reviewing existing code, and providing structure and organizational recommendations.
- Provide recommendations to the existing Graphical User Interface (GUI) design and implementation.
- Utilize the Dojo library in conjunction with ESRI's ArcGIS JavaScript API, to assist in improving flexible layouts and incorporate mapping and analysis functionality in a visually appealing software design.
- Provide assistance and expertise in implementing the best practices in creating a structured, coding standard.
- Provide assistance and expertise in developing a structure where JavaScript files can be encapsulated to support a team-oriented development environment.
- Provide assistance and expertise to increase usability, performance and debugging of code by using object-oriented and event driven programming concepts, for example, Asynchronous Modular Definition.
- Work in a collaborative group environment and communicate programming information, technical concepts and issues/solutions clearly and effectively.
- Write and maintain documentation to describe program development.
- Demonstrate proficient written and verbal communication skills.
- Demonstrate familiarity with Geographic Information System technology.
- Perform code debugging workflows and develop methods and guidelines for implementing debugging practices.
- Assist in developing best practices and methodologies for code debugging and recommend useful debugging tools, as necessary.
- Recommend and document methodologies to fully utilize the possibilities of the Dojo framework.
- Evaluate and recommend best practices for deployment of geospatial applications into a mobile environment.
- Create Javascript and HTML5 code for geospatial applications, according to the evolving business needs, or to augment existing code.
- Provide knowledge transfer to staff for internal support capabilities of applications.

Esri's consultant will travel to OCFA's office in Irvine, CA to conduct onsite application design and development support to OCFA's GIS Manager and appointed staff. While onsite, the consultant will work with OCFA's staff to support the design and development of the functional requirements outlined as part of Phase 1 development of the GIS Wild Land Project.

This Scope of Work is subject to the Assumptions and Licensee Responsibilities stated in Appendix A to this Exhibit 1 below.

*Esri Responsibilities:*

- Provide up to 193 hours (including travel time) of consulting services to support the activities listed above.

Appendix A to Exhibit 1: Responsibilities and Assumptions  
Esri Agreement No. 2015C2523

**A.1. General OCFA Responsibilities**

- Designate a project team with defined team leads, including a project manager, and key project stakeholders and share that project organization with Esri. The team leads will possess the appropriate knowledge of OCFA operations and technical requirements. OCFA's project manager will be the main technical point of contact for the Esri's project resource.
- Coordinate and ensure the participation of appropriate OCFA staff in all project-related activities. Activities include, but are not limited to:
  - Meetings.
  - Webcasts.
  - Training.
  - Testing.
  - Installation.
- Provide access to the following items during the project, as needed:
  - Background materials.
  - Source documents.
  - Data.
  - Meeting facilities.
  - Hardware and software environments (directly, or via VPN).
- Procure and provide all necessary hardware, Esri COTS software, and third-party software prior to commencement of the project, if not provided under this contract.
- Install and configure OCFA-provided hardware and software environments according to specifications provided by Esri.
- Provide access to and facilitate interactions between Esri and any OCFA customers and/or stakeholders.
- Lead all project activities.

**A.2. General Assumptions**

**General**

- Unless otherwise stated in the Scope of Work, work will be performed remotely from an Esri office.
- Remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. PST, unless otherwise stated in the Scope of Work.
- On-site work will take place at OCFA offices, unless otherwise stated in the Scope of Work.
- Days at OCFA site are not to exceed 9 hours of work per day.
- References to days in the Scope of Work refer to consecutive business days.
- OCFA will provide Esri with a minimum of two weeks' advanced notice before on-site travel is scheduled.

- Esri will be provided with internet and VPN access to all project-related OCFA environments.
- Esri will be provided with system administration rights to OCFA environments, as required.
- OCFA end users are already knowledgeable in the use of ArcGIS software, or will take the training classes recommended by Esri, if included in this proposal.
- This Agreement does not include the costs of any Esri COTS software, third-party software, or hardware.

#### **Hardware / Software**

- All work will be performed on the latest version of Esri products, unless otherwise specified in the Scope of Work.
- Bugs found in Esri COTS software will be handled by OCFA under the terms of its software licenses.
- Documentation for ArcGIS COTS is available in ArcGIS help online, and is not included in any project-specific documentation; nor is documentation for third-party software or Hardware.

#### **Data**

- Data to be migrated will be provided by OCFA in an Esri-compatible or Esri-convertible format.
- Esri will not be responsible for cleansing data.
- Existing errors in the source data will not be corrected by Esri as part of any data upload.

#### **Testing**

- Bugs found in Esri COTS software will be handled by OCFA under the terms of its software licenses.
- All testing related details including Test Scope, Types of Testing, Test Entry/Exit Criteria, Defect levels, Defect resolution process, and Acceptance process will be defined in a Test Plan.
- Unless otherwise requested, Esri will use Microsoft Team Foundation Server (TFS) to track and manage defects. Esri will provide Client with a customer-facing portal to access TFS to submit defects during UAT (User Acceptance Testing).
- Unless otherwise specified, OCFA is responsible for acquiring and setting up all hardware and third-party software related to setting up the Client test, staging and production environments prior to the commencement of testing and deployment activities.
- Unless otherwise determined, Production deployment will commence only after UAT has been concluded and system acceptance has been provided by OCFA on the Testing/Staging environment.

Exhibit 2 to  
Agreement No. 2015C2523

**Price**

**Not-to-Exceed Price**

The total not-to-exceed time and materials price of this Scope of Work is **\$49,935** as detailed in the Price table below. Consulting support hours will be provided in accordance with ESRI's Rate Schedule for the applicable calendar year in which the consulting support services are provided. Travel costs and per diem will be billed as incurred plus a handling fee. All work will be accomplished in accordance with user-defined agenda with the deliverable being consulting time.

Price Table

| <b>Description</b>                         | <b>Labor Category</b>               | <b>Rate</b> | <b>Hours</b> | <b>Price</b>    |
|--|-------------------------------------|-------------|--------------|-----------------|
| Onsite - 18 days at 9 hours each           | GIS System/Software Developer (S2)  | \$263       | 162          | \$42,606        |
| Travel time - 9 trips at 3 hours each      | GIS System/Software Developer (S2)  | \$132       | 27           | \$3,564         |
| Project Management                         | GIS Consultant/Project Manager (M1) | \$247       | 4            | \$988           |
| <b>Total Labor</b>                         |                                     |             |              | <b>\$47,158</b> |
| Travel Expenses                            |                                     |             |              | \$2,777         |
| <b>Total Not-to-Exceed Price (T&amp;M)</b> |                                     |             |              | <b>\$49,935</b> |

**AMENDMENT NO. 1 TO  
IMPLEMENTATION SERVICES  
TIME AND MATERIALS AGREEMENT  
Esri No. 2015C2523**

This **Amendment No. 1** to Implementation Services Time and Materials Agreement ("**Amendment**") is made and entered into by and between **Orange County Fire Authority** ("Licensee"), and **Environmental Systems Research Institute, Inc.**, ("Esri").

**WHEREAS**, Licensee and Esri made and entered into an Implementation Services Time and Materials Agreement ("**Agreement**") on 6 May 2015; and

**WHEREAS**, Licensee has requested to add funding and scope of work to the Agreement and extend the term of performance of the Agreement.

**NOW THEREFORE**, Licensee and Esri, acting herein by and through their duly authorized representatives, enter into the following agreement, which amends the Agreement as follows:

1. **Exhibit 1 Scope of Work:** The Scope of Work included as Exhibit 1 to the Agreement is hereby deleted and replaced by the *Revised Exhibit 1 Scope of Work*, which is attached hereto and incorporated by this reference. Appendix A to Exhibit 1: Responsibilities and Assumptions appended to the Agreement shall remain, and is not affected by this Amendment.
2. **Compensation:** This Amendment adds \$49,935 in funding to the Agreement, which changes the total not-to-exceed price from \$49,935 to \$99,870. Exhibit 2 to the Agreement is hereby deleted and replaced by the *Revised Exhibit 2 Price*, which is attached hereto and incorporated by this reference.
3. The term of the Agreement is hereby extended through September 30, 2015.

All other terms and provisions of the Agreement, which are not expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and effective as of the last date written below.

**ORANGE COUNTY FIRE AUTHORITY**  
(Licensee)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**  
(Esri)

By:  \_\_\_\_\_  
Authorized Signature

Printed Name: William C. Fleming  
Managing Business Attorney

Title: \_\_\_\_\_

Date: JUL - 1 2015

### Scope of Work

Esri is organized to work within an agile environment to support OCFA requirements. Agile development is a continuous cycle of tasks that move rapidly and iteratively towards the desired end state or objective. Esri will meet with OCFA's Project Manager on a daily basis to review the activities to be completed. Esri's consultant will then support the GIS staff with up to 378 hours of consulting services (including preparation and travel time) to support OCFA with application design and development of Phase 1 of their GIS Wild Land Project application, and 8 hours of associated project management. It is envisioned that these support hours will be used to provide assistance to OCFA for the following activities:

- Evaluate and analyze existing mapping applications to optimize performance and enhance functionality.
- Perform application programming activities, including coding, testing, debugging, documentation and modification.
- Assemble and integrate code from multiple developers into one application.
- Assist in writing code, reviewing existing code, and providing structure and organizational recommendations.
- Provide recommendations to the existing Graphical User Interface (GUI) design and implementation.
- Utilize the Dojo library in conjunction with ESRI's ArcGIS JavaScript API, to assist in improving flexible layouts and incorporate mapping and analysis functionality in a visually appealing software design.
- Provide assistance and expertise in implementing the best practices in creating a structured, coding standard.
- Provide assistance and expertise in developing a structure where JavaScript files can be encapsulated to support a team-oriented development environment.
- Provide assistance and expertise to increase usability, performance and debugging of code by using object-oriented and event driven programming concepts, for example, Asynchronous Modular Definition.
- Work in a collaborative group environment and communicate programming information, technical concepts and issues/solutions clearly and effectively.
- Write and maintain documentation to describe program development.
- Demonstrate proficient written and verbal communication skills.
- Demonstrate familiarity with Geographic Information System technology.
- Perform code debugging workflows and develop methods and guidelines for implementing debugging practices.
- Assist in developing best practices and methodologies for code debugging and recommend useful debugging tools, as necessary.
- Recommend and document methodologies to fully utilize the possibilities of the Dojo framework.
- Evaluate and recommend best practices for deployment of geospatial applications into a mobile environment.
- Create Javascript and HTML5 code for geospatial applications, according to the evolving business needs, or to augment existing code.
- Provide knowledge transfer to staff for internal support capabilities of applications.

Esri's consultant will travel to OCFA's office in Irvine, CA to conduct onsite application design and development support to OCFA's GIS Manager and appointed staff. While onsite, the consultant will work with OCFA's staff to support the design and development of the functional requirements outlined as part of Phase 1 development of the GIS Wild Land Project.



This Scope of Work is subject to the Assumptions and Licensee Responsibilities stated in Appendix A to Exhibit 1 of the Agreement.

*Esri Responsibilities:*

- Provide up to 386 hours (including travel time) of consulting services to support the activities listed above.

Revised Exhibit 2 to  
Agreement No. 2015C2523

**Price**

**Not-to-Exceed Price**

The total not-to-exceed time and materials price of this Scope of Work is \$99,870 as detailed in the Price table below. Consulting support hours will be provided in accordance with ESRI's Rate Schedule for the applicable calendar year in which the consulting support services are provided. Travel costs and per diem will be billed as incurred plus a handling fee. All work will be accomplished in accordance with user-defined agenda with the deliverable being consulting time.

**Price Table**

| <b>Description</b>                         | <b>Labor Category</b>               | <b>Rate</b> | <b>Hours</b> | <b>Price</b>    |
|--|-------------------------------------|-------------|--------------|-----------------|
| Onsite - 36 days at 9 hours each           | GIS System/Software Developer (S2)  | \$263       | 324          | \$85,212        |
| Travel time - 18 trips at 3 hours each     | GIS System/Software Developer (S2)  | \$132       | 54           | \$7,128         |
| Project Management                         | GIS Consultant/Project Manager (M1) | \$247       | 8            | \$1,976         |
| <b>Total Labor</b>                         |                                     |             |              | <b>\$94,316</b> |
| Travel Expenses                            |                                     |             |              | \$5,554         |
| <b>Total Not-to-Exceed Price (T&amp;M)</b> |                                     |             |              | <b>\$99,870</b> |



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
July 16, 2015

Agenda Item No. 3F  
Consent Calendar

**Blanket Order Contract Increases and Renewals – Fleet Services**

---

**Contact(s) for Further Information**

Mike Schroeder, Assistant Chief  
Support Services Department

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

714.573.6008

Rick Oborny, Fleet Services Manager

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

714.573.6651

**Summary**

This agenda item seeks approval to renew and increase blanket orders for various auto parts and fleet services contracts.

**Prior Board/Committee Action**

Not Applicable.

**Recommended Action(s)**

1. Approve and authorize the Purchasing Manager to renew and extend the blanket order with Dartco Transmissions for the final remaining renewal year of the contract as proposed.
2. Approve and authorize the Purchasing Manager to renew and extend the blanket order with Traction Genuine Parts Co. for up to three additional years as proposed.
3. Approve and authorize the Purchasing Manager to increase the blanket order with Trucparco by \$10,000 for a total not to exceed amount of \$50,000 annually and extend the contract for up to three additional years as proposed.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding is included in the approved FY 2015/16 budget.

**Background**

For each of the blanket order contracts, the contracts were previously awarded based on the lowest priced responsive and responsible bids received. At the time of the contract awards, Executive Committee approval was not required by the purchasing rules that were in place; however, subsequent changes in the Roles and Responsibilities Matrix resulted in the need to bring these contracts forward for Executive Committee approval.

Fleet Services is responsible for the maintenance and repair of all vehicles and apparatus in the OCFA fleet. Ongoing repair and preventative maintenance keeps OCFA vehicles and apparatus functioning and performing at their best. The fleet section maintains contracts for the purchase of parts and repairs to assist beyond staff capacity.

***Dartco Transmissions – Allison Transmission Parts and Services – Bid MD1774***

On June 30, 2011, bid MD1774 was issued soliciting bids to establish an annual contract for the purchase of parts and service repairs of Allison transmissions on OCFA's medium duty and heavy duty vehicles. Over seventy five vendors were notified of the bid. On July 11, 2011, four bids were received. Dartco Transmissions offered the lowest responsive responsible bid. As a result, a blanket order was issued to Dartco Transmissions in July 2011. The initial contract term was one year with four additional one-year renewals. Staff is requesting approval to exercise the final remaining renewal year for a not-to-exceed amount of \$46,000.

***Truck and Auto Supply Inc. (Trucparco) and Traction Genuine Parts Co. – Misc. Automotive Truck Parts – Bid MD1875***

On June 14, 2013, Bid MD1875 was issued soliciting bids to establish annual contracts for the as-needed purchase of miscellaneous automotive truck parts for repairs of our fleet that are performed by OCFA personnel at our facility. Over 132 vendors were notified of the bid. On June 27, 2014, nine bids were received. Based on the bid results, two separate blanket order contracts were awarded, one to Truck and Auto Supply Inc. (Trucparco) and the other to Traction, Genuine Parts Co. The initial contract term was for a one year period. These contracts also provided the option of up to four additional one year renewals. Based on review of annual expenditures, staff is requesting an additional \$10,000 increase to the Trucparco contract to provide additional as needed parts and repairs. In addition, staff is requesting approval to renew the blanket order contracts for up to three additional years for a not-to-exceed amount of \$50,000 annually, per contract.

Staff is recommending that the Executive Committee approve and authorize the Purchasing Manager to renew the blanket orders as recommended in this report.

**[Attachment\(s\)](#)**

Schedule of Blanket Orders with Proposed Renewals

**Orange County Fire Authority  
Blanket Order Contracts – Fleet Services  
Proposed Renewals**

| Vendors & Blanket Orders  | Contract End<br>Dates for Annual<br>Renewal Options         | Original BO<br>Amount | New Annual<br>Total                          |
|---|---|-----------------------|--|
| Dartco Transmissions<br><i>Parts and service repairs of Allison transmissions</i><br>B01370-3 | <u>07/31/2015</u><br>07/31/2016                             | \$ 46,000.00          | \$ 46,000.00                                 |
| Truck and Auto Supply Inc. DBA Trucparco<br><i>Misc. Automotive Parts</i><br>B01459-1         | <u>07/31/2015</u><br>07/31/2016<br>07/31/2017<br>07/31/2018 | \$ 40,000.00          | \$ 50,000.00<br>\$ 50,000.00<br>\$ 50,000.00 |
| Traction Genuine Parts Co.<br><i>Misc. Automotive Parts</i><br>B01460-1                       | <u>07/31/2015</u><br>07/31/2016<br>07/31/2017<br>07/31/2018 | \$ 50,000.00          | \$ 50,000.00<br>\$ 50,000.00<br>\$ 50,000.00 |



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
July 16, 2015

Agenda Item No. 3G  
Consent Calendar

---

**Blanket Order Contract – Janitorial Supplies**

---

**Contact(s) for Further Information**

|  |  |              |
|--|--|--------------|
| Lori Zeller, Assistant Chief<br>Business Services Department | <a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>     | 714.573.6020 |
| Debbie Casper, Purchasing Manager                            | <a href="mailto:debbiecasper@ocfa.org">debbiecasper@ocfa.org</a> | 714.573.6641 |

**Summary**

This agenda item seeks approval to establish a new blanket order contract for janitorial supplies with Waxie Sanitary Supply.

**Prior Board/Committee Action**

The previous janitorial supplies blanket order with Waxie Sanitary Supply was approved at the June 26, 2014, Executive Committee meeting.

**Recommended Action(s)**

Approve and authorize the Purchasing Manager to replace the existing janitorial supplies blanket order, which is expiring on July 31, 2015, with a new two-year blanket order contract with Waxie Sanitary Supply for a not to exceed amount of \$180,000 annually.

**Impact to Cities/County**

Not Applicable

**Fiscal Impact**

Funding is included in the approved FY 2015/16 budget.

**Background**

The Service Center is responsible for providing janitorial supplies for all OCFA facilities. Since November 2011, OCFA has utilized the national cooperative contract that was competitively bid by the City of Tucson and awarded to Network Services Company (Network) and serviced by Waxie Sanitary Supply (Waxie). Service Center staff and field personnel have expressed great satisfaction with the Waxie products and services since inception of the Blanket Order. In addition, OCFA has realized savings on average of \$25,000 annually as compared to the prior janitorial supply contract.

On January 23, 2015, the City of Tucson, issued an RFP #151148 for janitorial supplies to replace the cooperative contract that expires on July 31, 2015. Network Services Company has been awarded a new cooperative contract for an initial two year agreement with the option to renew for three additional one year periods through August 2, 2020. Staff is requesting approval of a new two-year blanket order with Waxie Sanitary Supply for a not to exceed amount of \$180,000 annually, to replace Blanket Order B01383-3.

**Attachment(s)**

None



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
July 16, 2015

Agenda Item No. 3H  
Consent Calendar

**Annual Renewal of California State Association  
of Counties Excess Insurance Authority (CSAC-EIA)  
Workers' Compensation Excess Insurance**

---

**Contact(s) for Further Information**

|  |  |              |
|--|--|--------------|
| Jeremy Hammond, Director<br>Human Resources Department | <a href="mailto:jeremyhammond@ocfa.org">jeremyhammond@ocfa.org</a> | 714.573.6018 |
| Jonathan Wilby, Risk Manager                           | <a href="mailto:jonathanwilby@ocfa.org">jonathanwilby@ocfa.org</a> | 714.573.6832 |

**Summary**

This agenda item is submitted for authorization for renewal of workers' compensation excess insurance coverage with CSAC-EIA. The premium is for the policy period through July 1, 2016.

**Recommended Action(s)**

Approve and authorize the Fire Chief, or his designee, to bind insurance coverage with the CSAC-EIA for workers' compensation excess insurance with an annual premium of \$222,614 for coverage with a \$2,000,000 self-insured retention (SIR).

**Impact to Cities/County**

None

**Fiscal Impact**

Included in the FY 2015/16 budget.

**Background**

The workers' compensation self-insurance program uses excess insurance to stop losses over a SIR limit of \$2,000,000. The OCFA is responsible for losses up to \$2,000,000 per incident with the excess insurer responsible for costs that exceed that amount. The workers' compensation excess insurance coverage limit is statutory. It is Part 1 of the workers' compensation policy and pays the medical costs and lost wages for work-related injuries or illness. Employer's liability is Part 2 of the workers' compensation policy and it protects against lawsuits for employment-related injuries or illness that may be filed by employees, family of the employee, or other third parties. An example would be a lawsuit filed alleging the workers' compensation claim is due to negligence on the part of the employer. The limit of liability is \$5,000,000.

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

The 2015/16 premium of \$222,614 is \$24,901, or 10% less than the expiring premium of \$247,515 for the 2014/15 policy year.

**Attachment(s)**

CSAC-EIA Excess Workers' Compensation Coverage Summary



**CSAC-EIA EXCESS WORKERS' COMPENSATION COVERAGE SUMMARY**

|                           |   |
|---------------------------|---|
| <b>Insurance Company:</b> | ACE American Insurance Company and<br>National Union Fire Insurance Company of Pittsburg, PA<br>(AIG)   |
| <b>A.M. Best Rating:</b>  | A++:XV<br>A:XV  |
| <b>Policy Period:</b>     | July 1, 2015 to July 1, 2016  |
| <b>Coverage Provided:</b> | Workers' Compensation and Employers' Liability  |
| <b>Major Exclusions:</b>  | Punitive or exemplary damages, fines or penalties<br>Any payments in excess of the benefits regularly provided<br>by the Workers' Compensation law<br>Labor Code 4850 benefits<br>Labor Code 4856 benefits<br>Education Section Codes 44984 and 45192 |
| <b>Limits:</b>            |   |
| Workers' Compensation     | Statutory   |
| Employers' Liability      | \$5,000,000   |
| <b>Retention:</b>         |   |
| SIR                       | \$2,000,000 per occurrence  |



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**July 16, 2015**

**Agenda Item No. 4A**  
**Discussion Calendar**

**Legislative Update AB 1217 and Status Report**  
**on the Third Amendment to the JPA Agreement**

---

There are no supportive materials for this item.

This will be an oral report.