



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, August 21, 2014
6:00 P.M.**

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

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

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

If you wish to speak before the Fire Authority 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 Jeff Hetschel

PLEDGE OF ALLEGIANCE by Director Weinberg

ROLL CALL

PRESENTATIONS

No items.

PUBLIC COMMENTS

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

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

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

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

- 1. Minutes from the July 17, 2014, Regular Executive Committee Meeting**
Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:
Approve as submitted.

CONSENT CALENDAR

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

- 2. Monthly Investment Reports**
Submitted by: Patricia Jakubiak, Treasurer

Recommended Action:
Receive and file the reports.

- 3. Annual Investment Report**
Submitted by: Patricia Jakubiak, Treasurer

Recommended Action:
Receive and file the report.

4. **License Agreement - Temporary Fire Station, San Juan Capistrano**
Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Fire Chief or his designee to execute a License Agreement with the City of San Juan Capistrano for the purpose of locating a temporary fire station within Reata Park and Event Center, during the Ortega Highway project.

5. **Approval of Classification Specifications within the GIS Series and Associated Salary Ranges**
Submitted by: Jeremy Hammond, Human Resources Director/Human Resources Department

Recommended Actions:

1. Adopt the new classification specification of GIS Technician and assign the annual salary range of \$64,625 to \$87,089.
2. Adopt the new classification specification of GIS Analyst and assign the annual salary range of \$79,913 to \$107,702.
3. Adopt the new classification specification of Senior GIS Analyst and assign the annual salary range of \$88,899 to \$119,808.
4. Authorize the Human Resources Director to amend the OCFA Table of Class Titles to include these new classifications and salary ranges.

END OF CONSENT CALENDAR

DISCUSSION CALENDAR

6. **August Legislative Reports**
Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Receive oral presentation.

7. **Contract Increase and Amendment – Communications LAB**
Submitted by: Keith Richter, Fire Chief

Recommended Actions:

1. Review the submitted Amendment Number Two to the Professional Services Agreement with Communications LAB and direct staff to submit the Amendment to the Board of Directors for approval at its meeting of August 28, 2014.
2. Recommend the Board of Directors approve a budget adjustment increasing FY 2014/15 General Fund (Fund 121) appropriations by \$92,952 to provide funding for the Communications LAB contract amendment.

REPORTS

No items.

COMMITTEE MEMBER COMMENTS

CLOSED SESSION

No items.

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, September 18, 2014, at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 14th day of August 2014.

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

UPCOMING MEETINGS:

Board of Directors Meeting	Thursday, August 28, 2014, 6:00 p.m.
Human Resources Committee Meeting	Tuesday, September 2, 2014, 12:00 noon
Budget and Finance Committee Meeting	Wednesday, September 10, 2014, 12:00 noon
Executive Committee Meeting	Thursday, September 18, 2014, 6:00 p.m.
Claims Settlement Committee Meeting	Thursday, September 25, 2014, 5:30 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, July 17, 2014
6:00 P.M.**

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

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Executive Committee was called to order on July 17, 2014, at 6:04 p.m. by Chair Steven Weinberg.

INVOCATION

Chaplain Jeff Hetschel offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Randal Bressette, Laguna Hills
Gene Hernandez, Yorba Linda
Trish Kelley, Mission Viejo
Al Murray, Tustin
David Shawver, Stanton
Todd Spitzer, County of Orange
Beth Swift, Buena Park
Steven Weinberg, Dana Point

Absent: Jeffrey Lalloway, Irvine

Also present were:

Fire Chief Keith Richter
Deputy Chief Craig Kinoshita
Assistant Chief Brian Stephens
Assistant Chief Lori Zeller
Assistant Clerk Lydia Slivkoff

General Counsel David Kendig
Assistant Chief Lori Smith
Assistant Chief Dave Thomas
Clerk of the Authority Sherry Wentz

PUBLIC COMMENTS (F: 12.02A3)

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

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

Budget and Finance Committee Chair Beth Swift reported at the July 9, 2014, meeting of the Budget and Finance Committee, the Committee discussed and voted unanimously to recommend the Executive Committee approve the Monthly Investment Report.

MINUTES

1. Minutes from the June 26, 2014, Special Executive Committee Meeting (F: 12.02A2)

On motion of Director Spitzer and second by Director Hernandez, the Executive Committee voted to approve the Minutes from the June 26, 2014, Special Executive Committee meeting. Vice Chair Murray was absent for the vote.

CONSENT CALENDAR

Agenda Item Nos. 5 and 9 were pulled for separate consideration.

2. Monthly Investment Reports (F: 11.10D2)

On motion of Director Bressette and second by Director Spitzer, the Executive Committee voted to receive and file the reports. Vice Chair Murray was absent for the vote.

3. Sole Source Blanket Order Extension and Increase– Air Exchange Incorporated (F: 15.09F)

On motion of Director Bressette and second by Director Spitzer, the Executive Committee voted to approve and authorize the Purchasing Manager to renew and adjust the sole source blanket order (BO1416) with Air Exchange Incorporated for up to three years for an amount not to exceed \$150,000 annually. Vice Chair Murray was absent for the vote.

4. Blanket Order Extensions – Firefighting Foam & Department Uniforms (F: 15.09F)

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

1. Approve and authorize the Purchasing Manager to renew the blanket order (B01470) with LN Curtis & Sons for up to three years for an amount not to exceed \$40,000 annually.

2. Approve and authorize the Purchasing Manager to renew the blanket order (B01319) with Galls Inc. for one year for an amount not to exceed \$400,000.

Vice Chair Murray was absent for the vote.

5. Sole Source Blanket Order Extension and Increase – Vidacare Intraosseous Infusion System (F: 15.09F)

Director Spitzer pulled this item to request clarification regarding the increased amount for the blanket order.

On motion of Director Spitzer and second by Director Hernandez, the Executive Committee voted to approve and authorize the Purchasing Manager to renew and adjust the sole source blanket order (BO1323) with Vidacare for up to three years for an amount not to exceed \$70,000 annually. Vice Chair Murray was absent for the vote.

6. Blanket Order Extension and Increase – 6th Street Consulting (F: 19.08A2a2) (X: 15.09F)

On motion of Director Bressette and second by Director Spitzer, the Executive Committee voted to approve and authorize the Purchasing Manager to extend the blanket order (EO0262) with 6th Street Consulting for up to three months and increase it by \$24,050 for a new amount not to exceed \$402,019. Vice Chair Murray was absent for the vote.

7. Blanket Order Extension and Increase – Motorola Solutions, Mobile Data Network (F: 18.04A) (X: 15.09F)

On motion of Director Bressette and second by Director Spitzer, the Executive Committee voted to approve and authorize the Purchasing Manager to renew and adjust the blanket order (BO1367) on a quarterly basis for up to one year for an annual amount not to exceed \$51,303. Vice Chair Murray was absent for the vote.

8. Blanket Order Increase – Special Litigation Counsel for Validation Proceedings (F: 17.10G2)

On motion of Director Bressette and second by Director Spitzer, the Executive Committee voted to approve and authorize the Purchasing Manager to increase the blanket order (B01501) with Richards, Watson & Gershon by \$25,000 for a new amount not to exceed \$100,000. Vice Chair Murray was absent for the vote.

Vice Chair Murray arrived at this point (6:22 p.m.)

Minutes

OCFA Executive Committee Regular Meeting

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9. Request for Proposal No. DC1954 – Executive Search Services – Fire Chief
(F: 17.10A1)

Director Bressette pulled this item for clarification on a discrepancy regarding travel days contained in the narrative within the agreement versus the itemized listing.

Human Resources Director Jeremy Hammond provided an overview on the Executive search services for the Fire Chief recruitment and confirmed there are three identified travel days associated with this agreement.

On motion of Director Swift and second by Director Bressette, the Committee voted unanimously to direct staff to place the item on the agenda for the Board of Directors meeting of July 24, 2014, with the Executive Committee's recommendation that the Board:

1. Approve and authorize the Fire Chief to sign the Professional Services Agreement for Executive Search Services with Ralph Andersen & Associates for an amount not to exceed \$35,000.
2. Authorize an adjustment to the FY 2013/14 Budget to increase appropriations in the General Fund

10. Supplemental Agenda Item: Communications LAB – Short & Long Term Communication Plans and Contract Scope of Work (F: 17.10C1)

Corporate Communications Battalion Chief Mike Petro provided an overview of Communication LAB's short and long term communication plans and contract scope of work.

A lengthy discussion ensued.

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

1. Receive and file the submitted Short & Long Term Communication Plans and direct staff to submit the Plans to the Board of Directors at the July 24, 2014, meeting, as presented.
2. Direct staff to provide monthly progress reports to the Executive Committee and Board of Directors identifying the steps taken each month to address the recommendations.
3. Discuss the potential changes in scope of work for the Communications LAB contract, and associated increases to the contract value, and direct staff to:
 - a. Develop a contract amendment to reflect a fixed cost at \$15,000 per month through March 2015, resulting in a contract increase up to \$104,952 over the current contract value of \$100,000. The contract amendment shall be submitted to the Executive Committee for approval at the August 2014 meeting.
 - b. Designate Randy Bressette and Trish Kelley as an Ad Hoc Committee for providing direction/oversight to Communication LAB's work.

- c. Submit all future monthly invoices to the Executive Committee for review and comment at each meeting.

END OF CONSENT CALENDAR

DISCUSSION CALENDAR

No items.

REPORTS (F: 12.02A7)

11. Chief's Report

The Fire Chief had nothing to report.

COMMITTEE MEMBER COMMENTS

Director Shawver indicated he attended the Fire Station 41 Open House along with Directors Swift and Hernandez. He indicated the Directors of the California County Fire Museum and Learning Center would like to make a presentation at a future Board meeting. He expressed his interest in chairing the Human Resources Committee, and asked at what point a Board member would be notified of personnel disciplinary actions. Director Shawver also inquired on the status of the Standards of Cover.

Director Kelley indicated she has a copy of the "Orange County Fire Way," and requested staff to provide the publication to all Board members.

Vice Chair Murray provided an ad hoc committee update on the recruitment firm interviews, the review of proposed contract for the Interim Fire Chief, and a review of the timeline and strategy for the Visioning Session.

Director Swift indicated the CEO of Farrell's Ice Cream has organized blood drives at four of its restaurants in memory of the woman that was killed in an accident at their establishment.

Director Hernandez indicated he attended the Fire Explorer Academy, and noted he was impressed by the firefighters who volunteered their time to the program and the 50+ young participants.

CLOSED SESSION (F: 11.15)

General Counsel David Kendig reported the Board would be convening to Closed Session to consider the matter on the Agenda identified as CS1, Public Employee Appointment/ Employment – Director of Communications.

Chair Weinberg recessed the meeting to Closed Session at 7:20 p.m.

Minutes

OCFA Executive Committee Regular Meeting

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CS1. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Title: Director of Communications

Authority: Government Code Section 54957(b)

Chair Weinberg reconvened the meeting at 10:36 p.m.

CLOSED SESSION REPORT (F: 11.15)

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

ADJOURNMENT – Chair Weinberg adjourned the meeting at 10:37 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, August 21, 2014, at 6:00 p.m.

Sherry A.F. Wentz, CMC

Clerk of the Authority

CONSENT CALENDAR - AGENDA ITEM NO. 2
EXECUTIVE COMMITTEE MEETING
August 21, 2014

TO: Budget and Finance Committee, Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer

SUBJECT: **Monthly Investment Reports**

Summary:

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

Committee Action:

At its August 13, 2014, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Receive and file the reports.

Background:

Attached is the final monthly investment report for the month ended June 30, 2014. A preliminary investment report as of July 25, 2014, is also provided as the most complete report that was available at the time this agenda item was prepared.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Patricia Jakubiak, Treasurer

Triciajakubiak@ocfa.org

(714) 573-6301

Attachment:

Final Investment Report – June 2014 / Preliminary Report – July 2014

Orange County Fire Authority Monthly Investment Report



Final Report – June 2014

Preliminary Report – July 2014



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

June 30, 2014



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of June 2014, the size of the portfolio decreased slightly from \$159.8 million to \$159.3 million. Significant receipts for the month included quarterly cash contract payments, property tax receipts, intergovernmental payments, and charges for current services totaling \$19.5 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$8.5 million each and a \$1.3 million payment to the County for the residual of the HMD (Hazardous Materials Disposal) Program refunds. Total June cash outflows for operating expenditures were approximately \$21.2 million. The portfolio's balance is expected to increase in the following month with the expected proceeds from the issuance of the \$44.0 million TRANs (Tax and Revenue Anticipation Notes) on July 1, 2014.

In June, the portfolio's yield to maturity (365-day equivalent) decreased by 1 basis point to 0.24% while the effective rate of return stayed unchanged at 0.24% for the month and declined by 1 basis point to 0.30% for the fiscal year to date. The average maturity of the portfolio shortened by 11 days to 185 days to maturity. As the fiscal year 2013/14 ended, interest earnings slightly exceeded budgeted expectations for the year.

Economic News

In June 2014, U.S. economic activity continued to improve modestly. However, overall economic activity remained uneven. On the upside, employment conditions picked up further in June. There were a total of 288,000 new jobs created for the month, a solid employment report. Unemployment conditions also improved, declining to 6.1% from 6.3% previously, though still at an elevated level. Both the University of Michigan Consumer Sentiment Index and the Conference Board Consumer Confidence Index increased for the month. Industrial production also increased, but less than expected. Retail sales increased, but disappointingly missed expectations for the month. The LEI (Leading Economic Index) rose in June. On the other hand, both manufacturing and non-manufacturing sectors declined slightly, and inflation edged up slightly. Housing activity remained mixed, and the NFIB (National Federation of Independent Business) small business optimism index dropped slightly in June. Despite the recently improving jobs and financial conditions, the economic recovery remains fragile and uneven. Thus, current expectations remain that interest rates will likely stay historically low until the second half of 2015.



BENCHMARK COMPARISON AS OF JUNE 30, 2014

<i>3 Month T-Bill:</i> 0.04%	<i>1 Year T-Bill:</i> 0.10%
<i>6 Month T-Bill:</i> 0.06%	<i>LAIF:</i> 0.23%
<i>OCFA Portfolio:</i> 0.24%	

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>	\$159,315,564	\$159,812,738	\$154,571,085
<i>Yield to Maturity (365 day)</i>	0.24%	0.25%	0.29%
<i>Effective Rate of Return</i>	0.24%	0.24%	0.30%
<i>Days to Maturity</i>	185	196	283



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
June 30, 2014

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	18,775,693.71	18,775,693.71	18,775,693.71	11.84	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	7,000,000.00	6,998,670.00	6,999,387.50	4.41	113	45	0.070	0.071
Federal Agency Coupon Securities	36,833,333.33	36,736,340.00	36,844,865.64	23.23	1,439	741	0.670	0.679
Federal Agency Disc. -Amortizing	46,000,000.00	45,998,310.00	45,998,170.83	29.00	98	36	0.034	0.034
Local Agency Investment Funds	50,000,000.00	50,014,937.50	50,000,000.00	31.52	1	1	0.225	0.228
Investments	158,609,027.04	158,523,951.21	158,618,117.68	100.00%	368	185	0.239	0.243
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	764,810.40	764,810.40	764,810.40		1	1	0.000	0.000
Accrued Interest at Purchase		26,802.08	26,802.08					
Subtotal		791,612.48	791,612.48					
Total Cash and Investments	159,373,837.44	159,315,563.69	159,409,730.16		368	185	0.239	0.243

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	31,908.57	411,050.78	411,050.78
Average Daily Balance	159,888,727.06	136,816,275.39	
Effective Rate of Return	0.24%	0.30%	

"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, 2014. 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."

[Signature] 7/4/14
 Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 159,409,730.16
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ (94,166.47)
Total	\$ 159,315,563.69

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
June 30, 2014

(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
Money Mkt Mutual Funds/Cash											
SYS528	528	High Mark 100% US Treasury MMF			18,775,693.71	18,775,693.71	18,775,693.71	0.001	0.001	1	
Subtotal and Average			18,709,992.09		18,775,693.71	18,775,693.71	18,775,693.71		0.001	1	
Commercial Paper Disc. -Amortizing											
36959JHF3	825	GEN ELEC CAP CRP		04/24/2014	7,000,000.00	6,998,670.00	6,999,387.50	0.070	0.071	45	08/15/2014
Subtotal and Average			8,332,515.32		7,000,000.00	6,998,670.00	6,999,387.50		0.071	45	
Federal Agency Coupon Securities											
3133ECM76	809	Federal Farm Credit Bank (Callable anytime)		04/25/2013	9,000,000.00	8,984,520.00	8,996,191.92	0.400	0.424	661	04/22/2016
3134G4TC2	821	Fed Home Loan Mtg Corp (Callable 7-30-14)		04/23/2014	7,500,000.00	7,508,400.00	7,506,054.12	1.550	0.545	29	01/30/2018
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	5,990,940.00	6,000,000.00	1.000	0.981	1,135	08/09/2017
3133813R4	800	Fed Home Loan Bank (Callable 7-9-14)		12/20/2012	9,000,000.00	8,928,000.00	9,009,889.28	1.000	0.966	1,227	11/09/2017
313382DC4	803	Fed Home Loan Bank (Callable anytime)		03/15/2013	5,333,333.33	5,324,480.00	5,332,730.34	0.470	0.477	615	03/07/2016
Subtotal and Average			36,847,912.16		36,833,333.33	36,736,340.00	36,844,865.64		0.679	741	
Federal Agency Disc. -Amortizing											
313397F55	827	Freddie Mac		04/24/2014	5,000,000.00	4,999,600.00	4,999,695.83	0.030	0.031	73	09/12/2014
313385YV0	820	Fed Home Loan Bank		03/31/2014	9,000,000.00	9,000,000.00	8,999,985.00	0.030	0.031	2	07/03/2014
313385YU4	823	Fed Home Loan Bank		04/24/2014	8,000,000.00	8,000,000.00	8,000,000.00	0.025	0.026	0	07/01/2014
313385ZM1	824	Fed Home Loan Bank		04/24/2014	9,000,000.00	8,999,910.00	8,999,872.50	0.030	0.031	17	07/18/2014
313385D78	826	Fed Home Loan Bank		04/24/2014	6,000,000.00	5,999,700.00	5,999,705.00	0.030	0.031	59	08/29/2014
313385H33	828	Fed Home Loan Bank		06/19/2014	9,000,000.00	8,999,100.00	8,998,912.50	0.050	0.051	87	09/26/2014
Subtotal and Average			45,998,307.49		46,000,000.00	45,998,310.00	45,998,170.83		0.034	36	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			50,000,000.00	50,014,937.50	50,000,000.00	0.228	0.228	1	
Subtotal and Average			50,000,000.00		50,000,000.00	50,014,937.50	50,000,000.00		0.228	1	
Total and Average			159,888,727.06		158,609,027.04	158,523,951.21	158,618,117.68		0.243	185	

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ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
June 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10104	10104	American Benefit Plan Admin		07/01/2013	15,000.00	15,000.00	15,000.00		0.000	1
SYS10033	10033	Revolving Fund		07/01/2013	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank of California		07/01/2013	479,810.40	479,810.40	479,810.40		0.000	1
SYS361	361	YORK		07/01/2013	250,000.00	250,000.00	250,000.00		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		26,802.08	26,802.08			1
				Subtotal		791,612.48	791,612.48			
Total Cash and Investments			159,888,727.06		159,373,837.44	159,315,563.69	159,409,730.16		0.243	185

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of July 1, 2014

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(07/01/2014 - 07/01/2014)	7 Maturities	0 Payments	77,540,504.11	48.65%	77,540,504.11	77,555,441.61
Aging Interval:	1 - 30 days	(07/02/2014 - 07/31/2014)	2 Maturities	0 Payments	18,000,000.00	11.29%	17,999,857.50	17,999,910.00
Aging Interval:	31 - 60 days	(08/01/2014 - 08/30/2014)	2 Maturities	0 Payments	13,000,000.00	8.16%	12,999,092.50	12,998,370.00
Aging Interval:	61 - 91 days	(08/31/2014 - 09/30/2014)	2 Maturities	0 Payments	14,000,000.00	8.78%	13,998,608.33	13,998,700.00
Aging Interval:	92 - 121 days	(10/01/2014 - 10/30/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	(10/31/2014 - 11/30/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(12/01/2014 - 12/31/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(01/01/2015 - 04/01/2015)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(04/02/2015 - 07/01/2015)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(07/02/2015 - 06/30/2017)	2 Maturities	0 Payments	14,333,333.33	8.99%	14,328,922.26	14,309,000.00
Aging Interval:	1096 - 1825 days	(07/01/2017 - 06/30/2019)	3 Maturities	0 Payments	22,500,000.00	14.13%	22,515,943.38	22,427,340.00
Aging Interval:	1826 days and after	(07/01/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			18 Investments	0 Payments		100.00	159,382,928.08	159,288,761.61



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 June 30, 2014, 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 June 30, 2014 is 1.00029875. When applied to OCFA's LAIF investment, the fair value is \$50,014,938 or \$14,938 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 June 30, 2014 is included on the following page.

**State of California
Pooled Money Investment Account
Market Valuation
6/30/2014**

Description	Carrying Cost Plus		Fair Value	Accrued Interest	
	Accrued Interest	Purch.			Amortized Cost
United States Treasury:					
Bills	\$	13,136,457,349.85	\$ 13,142,311,640.16	\$ 13,144,944,000.00	NA
Notes	\$	21,765,761,447.95	\$ 21,762,865,451.74	\$ 21,781,391,500.00	\$ 16,166,795.00
Federal Agency:					
SBA	\$	584,701,224.29	\$ 584,694,318.57	\$ 581,690,333.88	\$ 535,156.27
MBS-REMICs	\$	121,439,884.11	\$ 121,439,884.11	\$ 130,273,911.65	\$ 578,677.42
Debentures	\$	1,941,833,846.14	\$ 1,941,765,068.37	\$ 1,940,997,500.00	\$ 3,716,195.55
Debentures FR	\$	-	\$ -	\$ -	\$ -
Discount Notes	\$	2,744,171,045.14	\$ 2,744,520,168.01	\$ 2,744,572,450.00	NA
GNMA	\$	-	\$ -	\$ -	\$ -
Supranational Debentures	\$	149,917,129.22	\$ 149,917,129.22	\$ 150,039,500.00	\$ 172,222.50
CDs and YCDs FR	\$	-	\$ -	\$ -	\$ -
Bank Notes	\$	600,000,000.00	\$ 600,000,000.00	\$ 599,930,109.61	\$ 201,305.57
CDs and YCDs	\$	12,000,093,467.09	\$ 12,000,021,217.09	\$ 11,993,880,805.70	\$ 4,750,965.30
Commercial Paper	\$	6,697,400,013.90	\$ 6,698,911,680.51	\$ 6,698,100,611.10	NA
Corporate:					
Bonds FR	\$	-	\$ -	\$ -	\$ -
Bonds	\$	-	\$ -	\$ -	\$ -
Repurchase Agreements	\$	-	\$ -	\$ -	\$ -
Reverse Repurchase	\$	-	\$ -	\$ -	\$ -
Time Deposits	\$	4,790,140,000.00	\$ 4,790,140,000.00	\$ 4,790,140,000.00	NA
AB 55 & GF Loans	\$	314,253,721.22	\$ 314,253,721.22	\$ 314,253,721.22	NA
TOTAL	\$	64,846,169,128.91	\$ 64,850,840,279.00	\$ 64,870,214,443.16	\$ 26,121,317.61

Fair Value Including Accrued Interest \$ 64,896,335,760.77

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

The value of each participating dollar equals the fair value divided by the amortized cost (1.00029875).
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,005,974.99 or \$20,000,000.00 x 1.00029875.



Orange County Fire Authority
Preliminary Investment Report
July 25, 2014



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
July 25, 2014

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

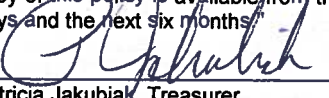
(See Note 1 on page 18)

(See Note 2 on page 18)

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	21,641,762.12	21,641,762.12	21,641,762.12	12.62	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	16,000,000.00	15,996,250.00	15,997,637.78	9.33	106	51	0.093	0.094
Federal Agency Coupon Securities	36,833,333.33	36,696,230.00	36,839,613.02	21.48	1,439	716	0.670	0.679
Federal Agency Disc. -Amortizing	47,000,000.00	46,992,070.00	46,991,715.00	27.41	138	94	0.058	0.058
Local Agency Investment Funds	50,000,000.00	50,014,937.50	50,000,000.00	29.16	1	1	0.225	0.228
Investments	171,475,095.45	171,341,249.62	171,470,727.92	100.00%	357	185	0.234	0.237
Cash and Accrued Interest (See Note 4 on page 18)								
Passbook/Checking (not included in yield calculations)	-692,218.16	-692,218.16	-692,218.16		0	0	0.000	0.000
Accrued Interest at Purchase		26,802.08	26,802.08					
Subtotal		-665,416.08	-665,416.08					
Total Cash and Investments	170,782,877.29	170,675,833.54	170,805,311.84		357	185	0.234	0.237

	July 25 Month Ending	Fiscal Year To Date
Total Earnings		
Current Year	28,323.64	28,323.64
Average Daily Balance	177,126,285.47	177,126,285.47
Effective Rate of Return	0.23%	0.23%

"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, 2014. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."


 Patricia Jakubiak, Treasurer 8/1/14

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 170,805,311.84
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (94,166.47)
Total	\$ 170,711,145.37

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ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
July 25, 2014

(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
Money Mkt Mutual Funds/Cash											
(See Note 4 on page 18)											
SY5528	528	High Mark 100% US Treasury MMF			21,641,762.12	21,641,762.12	21,641,762.12	0.001	0.001	1	
Subtotal and Average			20,454,016.46		21,641,762.12	21,641,762.12	21,641,762.12		0.001	1	
Commercial Paper Disc. -Amortizing											
36959JHF3	825	GEN ELEC CAP CRP		04/24/2014	7,000,000.00	6,999,580.00	6,999,727.78	0.070	0.071	20	08/15/2014
36959JKA0	829	GEN ELEC CAP CRP		07/01/2014	9,000,000.00	8,996,670.00	8,997,910.00	0.110	0.112	76	10/10/2014
Subtotal and Average			15,997,144.44		16,000,000.00	15,996,250.00	15,997,637.78		0.094	51	
Federal Agency Coupon Securities											
3133ECM76	809	Federal Farm Credit Bank (Callable anytime)		04/25/2013	9,000,000.00	8,985,870.00	8,996,338.16	0.400	0.424	636	04/22/2016
3134G4TC2	821	Fed Home Loan Mtg Corp (Callable 7-30-14)		04/23/2014	7,500,000.00	7,500,600.00	7,500,835.05	1.550	0.545	4	01/30/2018
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	5,978,520.00	6,000,000.00	1.000	0.981	1,110	08/09/2017
3133813R4	800	Fed Home Loan Bank (Callable 8-9-14)		12/20/2012	9,000,000.00	8,905,320.00	9,009,884.59	1.000	0.966	1,202	11/09/2017
313382DC4	803	Fed Home Loan Bank (Callable anytime)		03/15/2013	5,333,333.33	5,325,920.00	5,332,755.22	0.470	0.477	590	03/07/2016
Subtotal and Average			36,842,134.28		36,833,333.33	36,696,230.00	36,839,613.02		0.679	716	
Federal Agency Disc. -Amortizing											
313589N58	831	Fed Natl Mortg Assoc		07/01/2014	9,000,000.00	8,998,470.00	8,998,440.00	0.060	0.062	104	11/07/2014
313397F55	827	Freddie Mac		04/24/2014	5,000,000.00	4,999,600.00	4,999,800.00	0.030	0.031	48	09/12/2014
313396BF9	832	Freddie Mac		07/01/2014	9,000,000.00	8,996,580.00	8,995,770.00	0.090	0.093	188	01/30/2015
313385D78	826	Fed Home Loan Bank		04/24/2014	6,000,000.00	5,999,760.00	5,999,830.00	0.030	0.031	34	08/29/2014
313385H33	828	Fed Home Loan Bank		06/19/2014	9,000,000.00	8,999,010.00	8,999,225.00	0.050	0.051	62	09/26/2014
313385L79	830	Fed Home Loan Bank		07/01/2014	9,000,000.00	8,998,650.00	8,998,650.00	0.060	0.062	90	10/24/2014
Subtotal and Average			53,830,783.90		47,000,000.00	46,992,070.00	46,991,715.00		0.058	94	
Local Agency Investment Funds											
SY5336	336	Local Agency Invstmt Fund			50,000,000.00	50,014,937.50	50,000,000.00	0.228	0.228	1	
Subtotal and Average			50,002,206.38		50,000,000.00	50,014,937.50	50,000,000.00		0.228	1	
Total and Average			177,126,285.47		171,475,095.45	171,341,249.62	171,470,727.92		0.237	185	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
July 25, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10104	10104	American Benefit Plan Admin		07/01/2014	15,000.00	15,000.00	15,000.00		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 of California		07/01/2014	-977,218.16	-977,218.16	-977,218.16	(See Note 4 on page 18)	0.000	1
SYS361	361	YORK		07/01/2014	250,000.00	250,000.00	250,000.00		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		26,802.08	26,802.08			0
					Subtotal	-665,416.08	-665,416.08			
Total Cash and Investments			177,126,285.47			170,782,877.29	170,675,833.54		0.237	185

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of July 26, 2014

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(07/26/2014 - 07/26/2014)	6 Maturities	0 Payments	70,949,543.96	41.54%	70,949,543.96	70,964,481.46
Aging Interval:	1 - 30 days	(07/27/2014 - 08/25/2014)	1 Maturities	0 Payments	7,000,000.00	4.10%	6,999,727.78	6,999,580.00
Aging Interval:	31 - 60 days	(08/26/2014 - 09/24/2014)	2 Maturities	0 Payments	11,000,000.00	6.44%	10,999,630.00	10,999,360.00
Aging Interval:	61 - 91 days	(09/25/2014 - 10/25/2014)	3 Maturities	0 Payments	27,000,000.00	15.81%	26,995,785.00	26,994,330.00
Aging Interval:	92 - 121 days	(10/26/2014 - 11/24/2014)	1 Maturities	0 Payments	9,000,000.00	5.27%	8,998,440.00	8,998,470.00
Aging Interval:	122 - 152 days	(11/25/2014 - 12/25/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(12/26/2014 - 01/25/2015)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(01/26/2015 - 04/26/2015)	1 Maturities	0 Payments	9,000,000.00	5.27%	8,995,770.00	8,996,580.00
Aging Interval:	275 - 365 days	(04/27/2015 - 07/26/2015)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(07/27/2015 - 07/25/2017)	2 Maturities	0 Payments	14,333,333.33	8.39%	14,329,093.38	14,311,790.00
Aging Interval:	1096 - 1825 days	(07/26/2017 - 07/25/2019)	3 Maturities	0 Payments	22,500,000.00	13.18%	22,510,519.64	22,384,440.00
Aging Interval:	1826 days and after	(07/26/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			19 Investments	0 Payments		100.00	170,778,509.76	170,649,031.46



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.

CONSENT CALENDAR - AGENDA ITEM NO. 3
EXECUTIVE COMMITTEE MEETING
August 21, 2014

TO: Budget and Finance Committee, Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer

SUBJECT: **Annual Investment Report**

Summary:

This agenda item is submitted to the Budget and Finance Committee in compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy.

Committee Action:

At its August 13, 2014, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Receive and file the report.

Background:

Section 18.2 of OCFA's Investment Policy requires that the Treasurer submit an annual report to the Budget and Finance Committee and the Executive Committee following the close of the fiscal year. The attached report certifies that the Treasurer has complied with OCFA's investment policies and procedures and details the following:

- " Portfolio performance and comparison to benchmarks
- " A review of trends regarding the size of the portfolio
- " Discussion of investment risk in the portfolio
- " Analysis of the composition of the portfolio
- " GASB 31 impacts
- " Investment income
- " A statement of anticipated investment fund activity in the next fiscal year

Impact on Cities/County:

Not applicable.

Fiscal Impact:

Not applicable.

Staff Contacts for Further Information:

Jane Wong, Assistant Treasurer
jane Wong@ocfa.org

Consent Calendar - Agenda Item No. 3
Executive Committee Meeting
August 21, 2014 Page 2

(714) 573-6305

Patricia Jakubiak, Treasurer
triciajakubiak@ocfa.org
(714) 573-6301

Attachment:
Annual Investment Report for Fiscal Year 2013/14

Treasury and Financial Planning



Annual Investment Report – FY 2013/14

Orange County Fire Authority Annual Investment Report

Fiscal Year 2013/14

The Annual Investment Report for the fiscal year ended June 30, 2014 fulfills the requirements of Section 18.2 of the Authority's Investment Policy ("the Policy"). The Annual Report is a review of the last twelve months of investment activity by the Treasurer.



Annual Investment Report

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<i>Review of Trends Regarding the Size of the Portfolio.....</i>	<i>4-5</i>
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**PORTFOLIO PERFORMANCE AND
COMPARISON TO BENCHMARK**

OCFA’s portfolio performance slightly exceeded the benchmark comparisons listed below for FY 2013/14.

During FY 2013/14, the Federal Reserve Board maintained the federal funds rate, the overnight bank lending rate, at a target range of 0.0% to 0.25%, where it has been since December 2008. The economic recovery improved moderately during the year, and employment conditions continued to improve. The unemployment rate also improved, declining from 7.4% at the beginning of the fiscal year to 6.1% at the end of the fiscal year, though the rate remained elevated. The housing market continued to pick up from its lows, but both new and existing home sales were slower than a year ago, while home prices increased. OCFA’s portfolio started the year with a maturity of 289 days and an effective rate of return of 0.32%. As higher yielding investments matured and new investments yielded lower rates due to the persistently low interest rate environment, the return on the portfolio declined throughout the year. As a result, OCFA’s portfolio ended in June with a return of 0.24% on a portfolio balance of \$159 million, with 185 days to maturity. However, the portfolio performance exceeded the benchmarks, as shown below, and slightly exceeded the approved revised budget projection.

	<i>OCFA Portfolio</i>			<i>Benchmark Comparisons</i>			
	<i>Market Value</i>	<i>Days to Maturity</i>	<i>Effective Yield</i>	<i>3 Month Treasury</i>	<i>6 Month Treasury</i>	<i>1 Year Treasury</i>	<i>LAIF</i>
<i>July</i>	143,622,094	289	0.32%	0.04%	0.07%	0.12%	0.27%
<i>August</i>	121,225,361	321	0.35%	0.04%	0.07%	0.13%	0.27%
<i>September</i>	120,299,648	283	0.36%	0.02%	0.04%	0.12%	0.26%
<i>October</i>	105,949,618	308	0.35%	0.05%	0.08%	0.12%	0.27%
<i>November</i>	103,368,721	298	0.39%	0.07%	0.10%	0.12%	0.26%
<i>December</i>	180,095,611	187	0.29%	0.07%	0.10%	0.13%	0.26%
<i>January</i>	135,503,250	223	0.27%	0.04%	0.07%	0.12%	0.24%
<i>February</i>	121,167,391	232	0.32%	0.05%	0.08%	0.12%	0.24%
<i>March</i>	122,642,674	164	0.30%	0.05%	0.08%	0.13%	0.24%
<i>April</i>	170,041,794	200	0.28%	0.03%	0.05%	0.11%	0.23%
<i>May</i>	159,812,738	196	0.24%	0.03%	0.05%	0.10%	0.23%
<i>June</i>	159,315,564	185	0.24%	0.04%	0.06%	0.10%	0.23%
<i>Fiscal Year</i>	136,920,372	241	0.31%	0.04%	0.07%	0.12%	0.25%

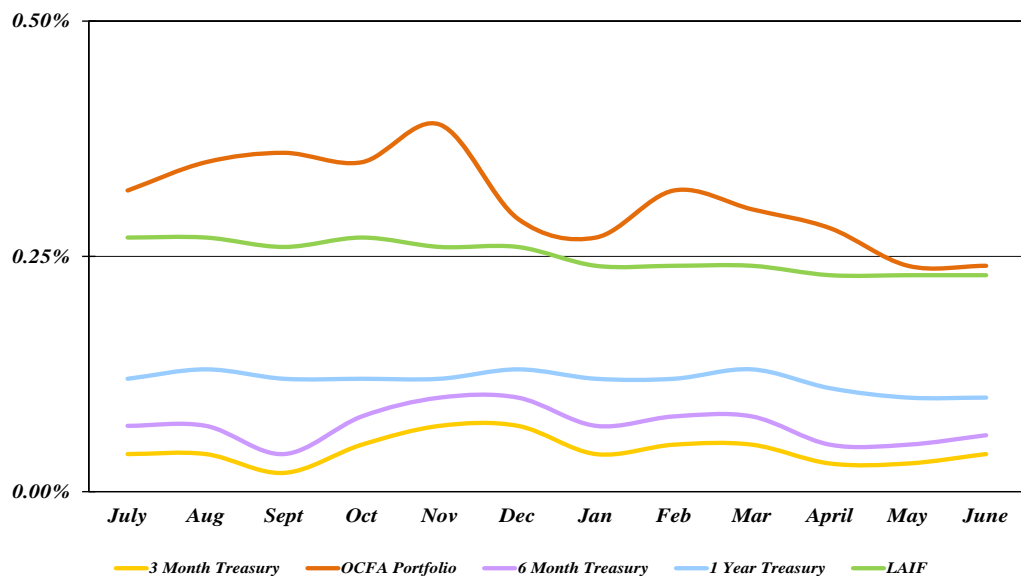


**PORTFOLIO PERFORMANCE AND
COMPARISON TO BENCHMARKS**

The following chart compares the Authority’s monthly portfolio performance with monthly benchmarks including 3-month, 6-month, and 1-year Treasuries and LAIF. OCFA’s portfolio yield exceeded the LAIF and Treasury benchmarks during FY 2013/14.

- During FY 2013/14, Treasury yields (which move inversely to prices) stayed historically low due to the low federal funds rate set by the Fed, coupled with its asset/bonds purchasing program and consistent demand for U.S. Treasuries.
- In a declining interest rate environment, LAIF’s return tends to decline slower than the market because of their maturity structure. However, as higher yielding securities matured, LAIF also had to reinvest at lower yields, which caused its return to gradually decline throughout the year.
- OCFA kept investments primarily in Federal Agency securities, commercial paper, and LAIF which yielded higher returns compared to Treasuries. However, OCFA remains somewhat restrained due to the timing of cashflow needs. If interest rates remain at their current low levels, OCFA’s portfolio rate of return could decline further in FY 2014/15.

Comparison to Benchmarks - FY 2013/14

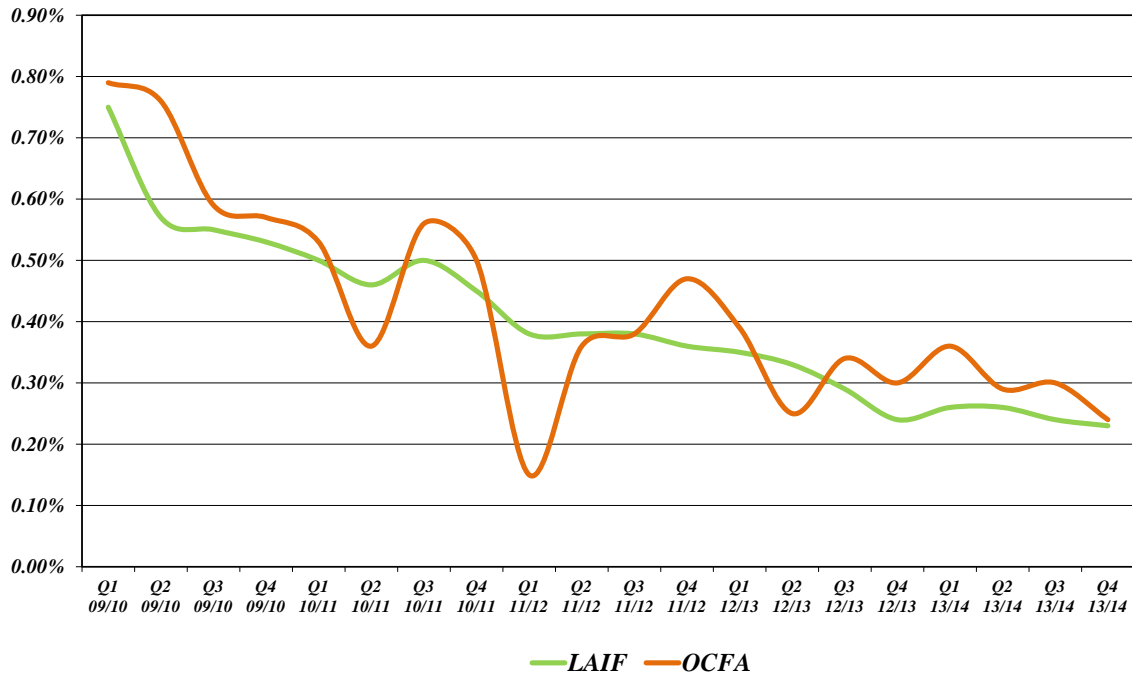




**PORTFOLIO PERFORMANCE AND
COMPARISON TO BENCHMARKS**

The following chart provides a 5-year history of the Authority’s portfolio yield from fiscal year 2009/10 through fiscal year 2013/14 compared to a 5-year history of the Local Agency Investment Fund’s yield. As demonstrated with this historical view, OCFA’s portfolio yield consistently performs very similarly to LAIF.

OCFA & LAIF Portfolio Yields - 5 Year History





**REVIEW OF TRENDS REGARDING THE SIZE OF
THE PORTFOLIO**

Portfolio balances during FY 2013/14 were slightly higher than FY 2012/13.

The size of the Authority's portfolio fluctuates over the course of a fiscal year due to timing differences between cash receipts and disbursements. Excluding financing proceeds, OCFA's largest cash receipts are from secured property taxes received in December and April and from cash contract payments received quarterly, except for the City of Santa Ana which pays monthly. Cash disbursements occur more evenly with biweekly payroll expenditures representing the largest component. These timing differences cause the General Fund to experience temporary cash shortages from August through mid-December.

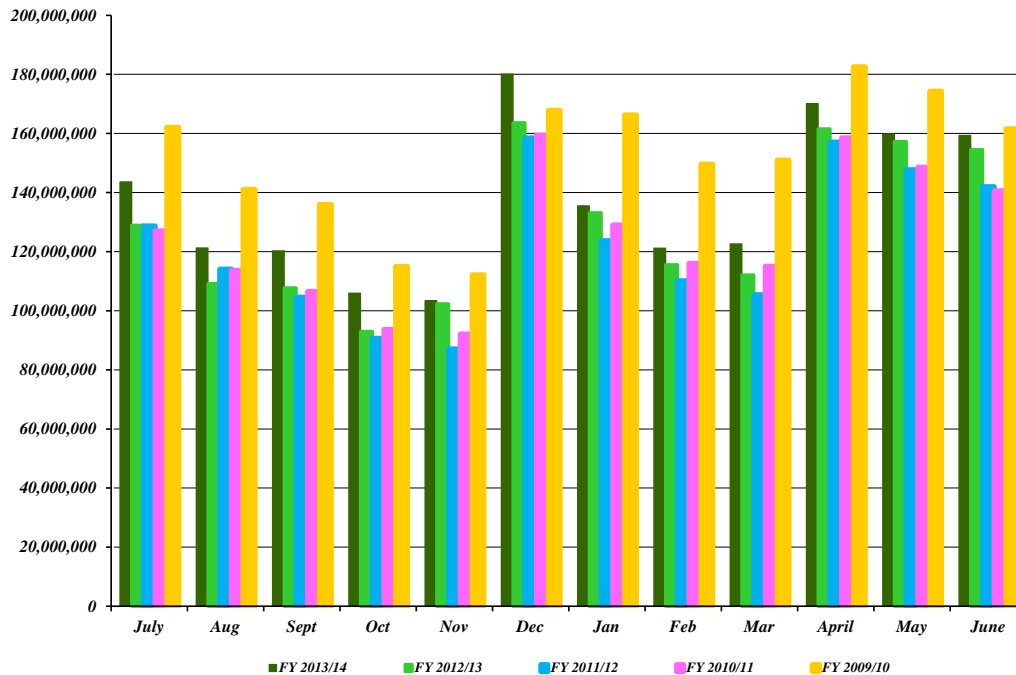
To resolve the temporary cash shortages in the General Fund, OCFA has in the past issued Tax and Revenue Anticipation Notes (TRANs). When issued, TRAN proceeds are received in July and are repaid annually in June; therefore, the ending portfolio balance at June 30th excludes TRAN proceeds. In the past few years, including FY 2013/14, OCFA did not need to issue TRANs since it was able to meet its temporary cash shortages through use of a General Fund cashflow reserve, combined with interfund borrowing. OCFA has also used lease purchase financing to fund certain capital expenditures including helicopters, vehicles, communication equipment, and information systems.



REVIEW OF TRENDS REGARDING THE SIZE OF THE PORTFOLIO

The following chart provides a 5-year history of the size of the Authority’s portfolio. During FY 2009/10, portfolio balances were higher than more recent years due to higher property taxes and the addition of lease purchase proceeds. Thereafter, the portfolio balance decreased due to lower revenues and significant expenditure increases. The declining trend reversed slightly beginning in FY 2012/13, and continued to improve in FY 2013/14. It should be noted that the balances shown below represent total portfolio balance as opposed to fund balance available. Portfolio balance is always higher than fund balance because the portfolio includes cash and investments that are already committed to various contracts and purchase orders or that are reserved for future obligations.

Size of the Portfolio - 5 Year Historical Trend





***INVESTMENT RISK IN
THE PORTFOLIO***

Although all investments contain an element of risk, OCFA's Investment Policy, procedures, and investment strategies are designed to limit exposure to risk. The different types of risk are discussed below, as they pertain to the portfolio.

Credit (Default) Risk

Credit risk is defined as the risk to an investor that an issuer will default in the payment of interest and/or principal on a security. OCFA's investment policies and practices limit credit risk by:

- Ø Limiting investments to the safest types of securities and highest quality issuers.
- Ø Specifically excluding investments in equities, corporate bonds, derivatives, reverse repurchase agreements and financial futures or options.
- Ø Avoiding investment in issuers placed on negative credit watch or with current events that involve negative financial implications.
- Ø Pre-qualifying financial institutions and broker/dealers for competitive bidding of individual investment transactions.
- Ø Diversifying investments so that potential losses on individual securities will be minimized.
- Ø Reviewing monthly reports from the State Treasurer's Office regarding the Local Agency Investment Fund.
- Ø Requiring collateralization of demand deposits, certificates of deposit and repurchase agreements. MUFG Union Bank (formerly Union Bank), as OCFA's bank, complies with all collateralization requirements for demand deposits.
- Ø Safekeeping investments by separate agreement with MUFG Union Bank's Trust Department.



***INVESTMENT RISK IN
THE PORTFOLIO***

Market Risk

Market risk is defined as the risk that the value of a security may fall as a result of changes in the financial markets, such as increases in interest rates. In periods of rising interest rates, the market value of a security can fall below the amount of principal invested. If an investor sells the security before maturity, part of the principal will be lost. OCFA reduces market risk by matching investment maturities with cash flow needs to minimize investments that may need to be sold prematurely.

Interest Rate Risk

Interest rate risk is defined as the risk that an investor will under-perform the market, as a result of holding an investment with a lower yield than the current market rate. For example, if an investor holds a one-year certificate of deposit earning 2%, and interest rates rise to 4%, the investor would incur an opportunity cost of 2%. Investors can avoid interest rate risk by keeping maturities fairly short if interest rates are expected to rise.

OCFA's portfolio reflected an average maturity under one year throughout 2013/14 due to continued low yields offered for longer-term maturities, many callable securities, and based on market uncertainty as to the future direction of interest rates.

Liquidity Risk

Liquidity risk involves the ability to sell an investment before maturity. Some short-term investments are fairly illiquid. For example, a non-negotiable certificate of deposit is an illiquid asset that carries an interest penalty for early redemption. OCFA minimizes liquidity risk by maintaining a significant portion of its portfolio in very liquid instruments, such as LAIF where funds are immediately available, or Treasury and Agency securities, which have active secondary markets.



**COMPOSITION OF THE
PORTFOLIO**

Authorized Investments

Section 10 of OCFA’s Investment Policy lists the types of securities allowable for investment. Subject to stipulated restrictions, these include Treasury and Federal Agency securities, collateralized or insured passbook savings accounts and demand deposits, collateralized or insured certificates of deposit, bankers’ acceptances, money market funds of short-term treasury securities, repurchase agreements, the Local Agency Investment Fund (LAIF), and commercial paper (rated A1/ P1/F1) by the credit rating agencies Moody’s Investors Service, Standard & Poor’s Ratings Services and Fitch Ratings, respectively.

***OCFA’s portfolio only included those investments authorized in
Section 10 of the Policy in FY 2013/14.***

Portfolio Diversification

Section 15.1 of the Policy sets parameters for portfolio diversification. OCFA’s portfolio shall not be invested in a single security type or in a single financial institution/pool in excess of 15% of the total investment portfolio, with the exception of the following:

Ø US Treasury Securities	100%
Ø Local Agency Investment Fund	75%
Ø Federal Agency Securities	75%
Ø Bankers’ Acceptances	25%
Ø Negotiable CD’s	25%



**COMPOSITION OF THE
PORTFOLIO**

Portfolio Diversification

	<i>US Treasury Securities</i>	<i>LAIF</i>	<i>Federal Agencies</i>	<i>Commercial Paper</i>	<i>Money Market Mutual Funds</i>	<i>Total Portfolio</i>
Maximum	100%	75%	75%	15%	15%	100%
FY Average	0.00%	36.36 %	52.13 %	3.77%	7.74%	100%
July	0.00%	34.98%	48.28%	6.30%	10.44%	100%
August	0.00%	37.65%	56.47%	0.00%	5.88%	100%
September	0.00%	42.33%	45.72%	0.00%	11.95%	100%
October	0.00%	47.45%	42.70%	3.80%	6.05%	100%
November	0.00%	47.59%	42.83%	3.81%	5.77%	100%
December	0.00%	27.87%	62.98%	2.23%	6.92%	100%
January	0.00%	32.06%	64.12%	0.00%	3.82%	100%
February	0.00%	33.30%	58.48%	0.00%	8.22%	100%
March	0.00%	41.10%	46.31%	6.58%	6.01%	100%
April	0.00%	29.10%	53.46%	8.73%	8.71%	100%
May	0.00%	31.35%	51.95%	9.41%	7.29%	100%
June	0.00%	31.52%	52.23%	4.41%	11.84%	100%



**COMPOSITION OF THE
PORTFOLIO**

Maturity Diversification

In order to ensure sufficient liquidity and reduce market risk, Section 15.3 of the Policy requires that at least half of the portfolio be invested for a period of one year or less. An additional 25% of the portfolio is restricted to maturities of three years or less and the remaining 25% to five years or less. The Executive Committee and Board of Directors must approve investments with maturities of greater than five years from the date of investment. In 2014, Section 15.3 of the Investment Policy was revised to “at least 50% of the portfolio is limited to a period of one year or less,” and “unless matched to a specific requirement and approved by the Executive Committee and the Board of Directors, no portion of the portfolio may exceed five years.”

OCFA’s portfolio complied with maturity diversification requirements as stated in Section 15.3 of the Policy throughout FY 2013/14, except for the months of August, October and November when investment maturities, combined with a declining portfolio balance, caused a temporary and technical non-compliance. The portfolio was brought back into compliance once its balance increased with the first large property tax receipt in December.

Market Value

Section 18.1.3 of OCFA’s Investment Policy requires monthly reporting of the current market value of the securities in the portfolio. The Treasurer reports current market values of the portfolio in both the Portfolio Summary and the Portfolio Detail sections of the Monthly Investment Report. Market values are provided monthly by MUFG Union Bank and quarterly by the State Treasurer’s Office for the LAIF investment.



GASB 31 IMPACTS

What is GASB 31?

The Governmental Accounting Standards Board’s Statement 31, titled “Accounting and Financial Reporting for Certain Investments and for External Investment Pools,” establishes rules for reporting investment valuation. The Statement generally requires governmental entities to report investments at fair value in the financial statements and to reflect the related unrealized gains and losses as a component of investment income. Different rules apply to an *internal investment pool* (consisting *only* of the governmental entity’s own funds) versus an *external investment pool* (consisting of combined funds from other legally separate entities, such as a state or county investment pool).

How Does GASB 31 Impact OCFA’s Portfolio?

At June 30, 2014, all of the Authority’s investments were reported at fair value in compliance with GASB 31 guidelines. The fair value reporting of OCFA’s investments resulted in a decrease of \$(94,166) to book value. This fair value adjustment is for financial statement reporting only.

Under GASB 31 guidelines, investment income is similarly increased/decreased for financial statement purposes. Investment income is impacted by the change in fair value of the investments from the beginning to the end of the reporting period. OCFA previously reported a decrease to investment valuation at June 2013 of \$(480,699); therefore, a gain of \$386,533 was recorded to investment earnings at June 2014 to reflect the change in fair value.

<i>GASB 31 Adjustment to Books – Beginning of year</i>	\$ (480,699.00)
<i>Net Change in Fair Value (increase to earnings)</i>	\$ 386,533.00
<i>GASB 31 Adjustment to Books – End of year loss</i>	\$ (94,166.00)



INVESTMENT INCOME

Portfolio investment income in FY 2013/14 amounted to \$411,051 (pre-GASB 31 adjustment) compared to \$389,865 in FY 2012/13. The increase in investment income was primarily due to higher average portfolio balances in FY 2013/14 as interest rates continued to remain low resulting from the low federal funds rate set by the Fed. The effective yield for the portfolio was 0.30% in FY 2013/14 compared to 0.31% in FY 2012/13. This decrease in yield was consistent with the overall bond market performance.

***ANTICIPATED INVESTMENT ACTIVITY
IN THE NEXT FISCAL YEAR***

Cash forecasts for FY 2014/15 are based primarily on the 2014/15 Adopted Budget. OCFA's Adopted Budget reflects revenues which are in balance with expenditures for the year, and the Budget will enable OCFA to sustain its reserves at the Board-mandated policy level. It is anticipated that the CIP Reserves will continue to be spent down this year on planned projects. Due to a projected short-term cashflow deficit in FY 2014/15 and insufficient interfund borrowing capacity to cover the projected cashflow deficit, OCFA issued \$44 million of Tax and Revenue Anticipation Notes (TRANs) on July 1, 2014. As a result, the portfolio's balance is expected to increase throughout the year but will decline at the end of the fiscal year when the TRAN is repaid on June 30, 2015.

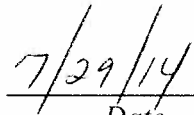
In addition, based on the Fed's latest slower growth rate forecast for 2014, market expectations are that the first possible rate increase by the Fed will likely take place in mid-2015. Thus, interest rates are expected to remain low during FY 2014/15 which may result in a decline in investment income (net of TRANs) over last year.



TREASURER'S CERTIFICATION

"As Treasurer of the Orange County Fire Authority, I certify that I have complied with the annual Investment Policies adopted by the Board of Directors and effective January 1, 2013 and January 1, 2014."


Patricia Jakubiak
Treasurer


Date

CONSENT CALENDAR - AGENDA ITEM NO. 4
EXECUTIVE COMMITTEE MEETING
August 21, 2014

TO: Executive Committee of the Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services

SUBJECT: **License Agreement - Temporary Fire Station, San Juan Capistrano**

Summary

This item seeks approval of a License Agreement with the City of San Juan Capistrano to locate a temporary fire station within the Reata Park and Event Center, San Juan Capistrano.

Recommended Action:

Approve and authorize the Fire Chief or his designee to execute a License Agreement with the City of San Juan Capistrano for the purpose of locating a temporary fire station within Reata Park and Event Center, during the Ortega Highway project.

Background

It is estimated that from October 10, 2014, until November 3, 2014, CALTRANS will close the Ortega Highway at Interstate 5 to complete the replacement of the overpass. This closure will impede OCFA Fire Station 7 responses to incidents east of Interstate 5. In cooperation with the City of San Juan Capistrano, OCFA is preparing to locate a temporary fire station within Reata Park and Event Center, in the vicinity of Ortega Highway and Antonio Parkway by entering into a License Agreement with the City of San Juan Capistrano (Attachment 1). This temporary facility will be comprised of a house trailer which will allow the 24/7 operation of one engine company to respond to calls east of Interstate 5, during the period of the overpass closure.

The temporary location was approved by the City of San Juan Capistrano Council August 5, 2014 (Attachment 2). This proposal has also been reviewed and approved by "The Reserve at Rancho Mission Viejo," which administers a conservation easement within the Reata Park and Event Center. (Attachment 2) The term of the temporary fire station is currently anticipated to be less than 8 weeks, based on the construction schedule of CALTRANS. The location, near the entrance gate of the park was selected and agreed to by all parties to provide best access to response routes with the least impact on the park.

General Counsel has reviewed and approved the proposed License Agreement.

Impact to Cities/County:

None.

Fiscal Impact:

Sufficient funds are available within the current adopted budget for the costs of the temporary station.

Staff Contacts for Further Information:

Steve Chambers, Property Manager
Support Services Department
stevechambers@ocfa.org
(714) 573-6471

Kirk Wells, Division Chief/Division 3
Operations Department
kirkwells@ocfa.org
(949) 347-2273

Attachments:

1. Proposed Orange County Fire Authority License Agreement
2. City of San Juan Capistrano Agenda Report of August 5, 2014
3. Letter from the Executive Director, "The Reserve at Rancho Mission Viejo" of August 4, 2014

ORANGE COUNTY FIRE AUTHORITY

LICENSE AGREEMENT

1. This license Agreement is entered into on August 5, 2014, by and between the CITY OF SAN JUAN CAPISTRANO, hereafter referred to as “Licensor”, and ORANGE COUNTY FIRE AUTHORITY, hereafter referred to as “Licensee”.

2. Licensor is the owner of certain real property situated in San Juan Capistrano, California *or an unincorporated area of Orange County, California* (hereafter referred to as “the Property”), and more particularly described as follows: Reata Park and Event Center, 28632 Ortega Highway, San Juan Capistrano, CA 92675

3. Licensor grants to Licensee a no-fee license (hereafter referred to as “the License”) to perform the following acts on the Property: establishment of a temporary fire station, consisting of one (1) 5th wheel trailer, or equivalent; placement of a Type 1 fire engine with three (3) personnel; and temporary awning for fire engine. All utilities are to be provided by Licensor at its sole cost and expense via existing capacity at the Property. All costs of trailer, fire equipment, personnel, awning, and set-up/tear-down to be provided by Licensee. Temporary station to be occupied and operated on a 24/7 basis by Licensee for the purpose of providing additional emergency response capability due to ongoing construction of the Interstate 5 freeway/Ortega Highway bridge reconstruction.

4. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

5. This License shall be in effect beginning August 18, 2014 and terminating on approximately November 30, 2014, subject to construction progress and schedule.

6. On or before the termination date of this License specified in paragraph 5 of this Agreement, Licensee shall remove all of Licensee’s personal property from the Property and shall surrender possession of the Property to Licensor in the good order and repair to the satisfaction of Licensor, normal wear and tear excepted.

7. Each party shall indemnify and save harmless the other party, and its officers, agents and employees from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands relating to acts or omissions of the indemnitor, its officers, agents or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Neither party assumes liability

for the acts or omissions of persons other than each party's respective officers, agents or employees. In the event judgement is entered against both parties because of joint or concurrent negligence of both parties, or their officers, agents or employees, arising out of the performance of this Agreement, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction and neither party shall be entitled to a jury apportionment.

8. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any Prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

Executed on _____.

LICENSOR

Signature Date: _____

Name/Title (Please print) Telephone Number

LICENSEE

Signature OCFA Risk Manager Date: _____

Name (Please print) Telephone Number

OCFA CONTACT (Person initiating this Agreement)

Kirk Wells/Division Chief
OCFA Division 3
58 Station Way
Ladera Ranch, CA 92694
(949) 347-2273

July 30, 2014



D11

City of San Juan Capistrano Agenda Report

TO: Karen P. Brust, City Manager *KPB*

FROM: Tom Bokosky, Human Resources Manager *TB*

DATE: August 5, 2014

SUBJECT: Consideration of a License Agreement for the Temporary Use of a Portion of the Reata Park and Event Center During the Ortega Highway/Interstate 5 Overpass Closure (Orange County Fire Authority)

RECOMMENDATION:

By motion, approve a License Agreement with the Orange County Fire Authority for the temporary use of a portion of the Reata Park and Event Center, during the Ortega Highway/Interstate 5 overpass closure.

EXECUTIVE SUMMARY:

Access to the Ortega Highway/Interstate 5 overpass will be limited from approximately September 1, 2014, through November 30, 2014. Because Orange County Fire Authority (OCFA) Station No. 7 is located west of Interstate 5 on Del Obispo Street, the OCFA will have limited access to eastern San Juan Capistrano during this time. The OCFA is requesting the use of a portion of the Reata Park and Event Center for a temporary fire station during this time in order to reduce delays in emergency service to the eastern areas of San Juan Capistrano. Staff recommends the City Council approve a License Agreement (Attachment 1) that will grant the OCFA temporary use of a portion of the Reata Park and Event Center.

DISCUSSION/ANALYSIS:

Orange County Fire Station No. 7 serves the City of San Juan Capistrano. The station is located at 31865 Del Obispo Street, which is west of the Ortega Highway/Interstate 5 overpass and houses a fire engine, paramedic unit and a volunteer reserve unit. Due to the CalTrans I-5/Ortega Highway Interchange Improvement Project, access to the overpass from Station No. 7 will be limited from approximately September 1, 2014, through November 30, 2014. Emergency personnel and equipment from Station No. 7 will have to access the eastern portions of San Juan Capistrano via San Juan Creek Road, El Horno Road or Junipero Serra Road. This will impact the OCFA's ability to respond to emergencies to the east of Interstate 5.

To reduce response delays, the OCFA is requesting the use of a portion of the Reata Park and Event Center to establish a temporary fire station. The location of the temporary fire station is depicted in Attachment 2 and will consist of a fifth wheel trailer, a fire engine, temporary awning and three (3) personnel. The temporary fire station will be occupied and operated on a 24 hours/7 days a week basis by the OCFA. This will allow the OCFA to provide additional emergency response capability during the construction of the I-5/Ortega Highway Interchange Improvement Project and reduce response delays in the eastern portions of San Juan Capistrano. The License Agreement would grant OCFA use of the site beginning August 18, 2014, through approximately November 30, 2014, subject to the construction progress and schedule.

FISCAL IMPACT:

The cost of the temporary fire station is \$15,000 - \$20,000, which is funded by the OCFA. The OCFA is requesting that the City provide trash and water service, which is estimated to cost \$185.00 per month, for a total amount of approximately \$647.50, which can be funded from the Fiscal Year 2014-2015 Reata Park and Event Center operating budget.

ENVIRONMENTAL IMPACT:

Not applicable.

PRIOR CITY COUNCIL REVIEW:

Not applicable.

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

Not applicable.

NOTIFICATION:

Kirk Wells, Division Chief, Orange County Fire Authority

ATTACHMENTS:

Attachment 1 – License Agreement
Attachment 2 – Site Plan

ORANGE COUNTY FIRE AUTHORITY

LICENSE AGREEMENT

1. This license Agreement is entered into on August 5, 2014, by and between the CITY OF SAN JUAN CAPISTRANO, hereafter referred to as "Licensor", and ORANGE COUNTY FIRE AUTHORITY, hereafter referred to as "Licensee".

2. Licensor is the owner of certain real property situated in San Juan Capistrano, California *or an unincorporated area of Orange County, California* (hereafter referred to as "the Property"), and more particularly described as follows: Reata Park and Event Center, 28632 Ortega Highway, San Juan Capistrano, CA 92675

3. Licensor grants to Licensee a license (hereafter referred to as "the License") to perform the following acts on the Property: Establishment of a temporary fire station, consisting of one (1) 5th wheel trailer, or equivalent; placement of a Type 1 fire engine with three (3) personnel; temporary awning for fire engine. All utilities are to be provided by Licensor via existing capacity at the Property. All costs of trailer, fire equipment, personnel, awning, and set-up/tear-down to be provided by Licensee. Temporary station to be occupied and operated on a 24/7 basis by Licensee for the purpose of providing additional emergency response capability due to ongoing construction of the Interstate 5 freeway/Ortega Highway bridge reconstruction.

4. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

5. This License shall be in effect beginning August 18, 2014 and terminating on approximately November 30, 2014, subject to construction progress and schedule.

6. On or before the termination date of this License specified in paragraph 5 of this Agreement, Licensee shall remove all of Licensee's personal property from the Property and shall surrender possession of the Property to Licensor in the good order and repair to the satisfaction of Licensor, normal wear and tear excepted.

7. Each party shall indemnify and save harmless the other party, and its officers, agents and employees from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands relating to acts or omissions of the indemnitor, its officers, agents or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Neither party assumes liability for the acts or omissions of persons other than each party's respective officers, agents or employees. In the event judgement is entered against both parties because of joint or concurrent negligence of both parties, or their officers, agents or employees, arising out of the performance of this Agreement, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction and neither party shall be entitled to a jury apportionment.

8. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any Prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

Executed on _____.

LICENSOR

Signature Date: _____

Name/Title (Please print) Telephone Number

LICENSEE

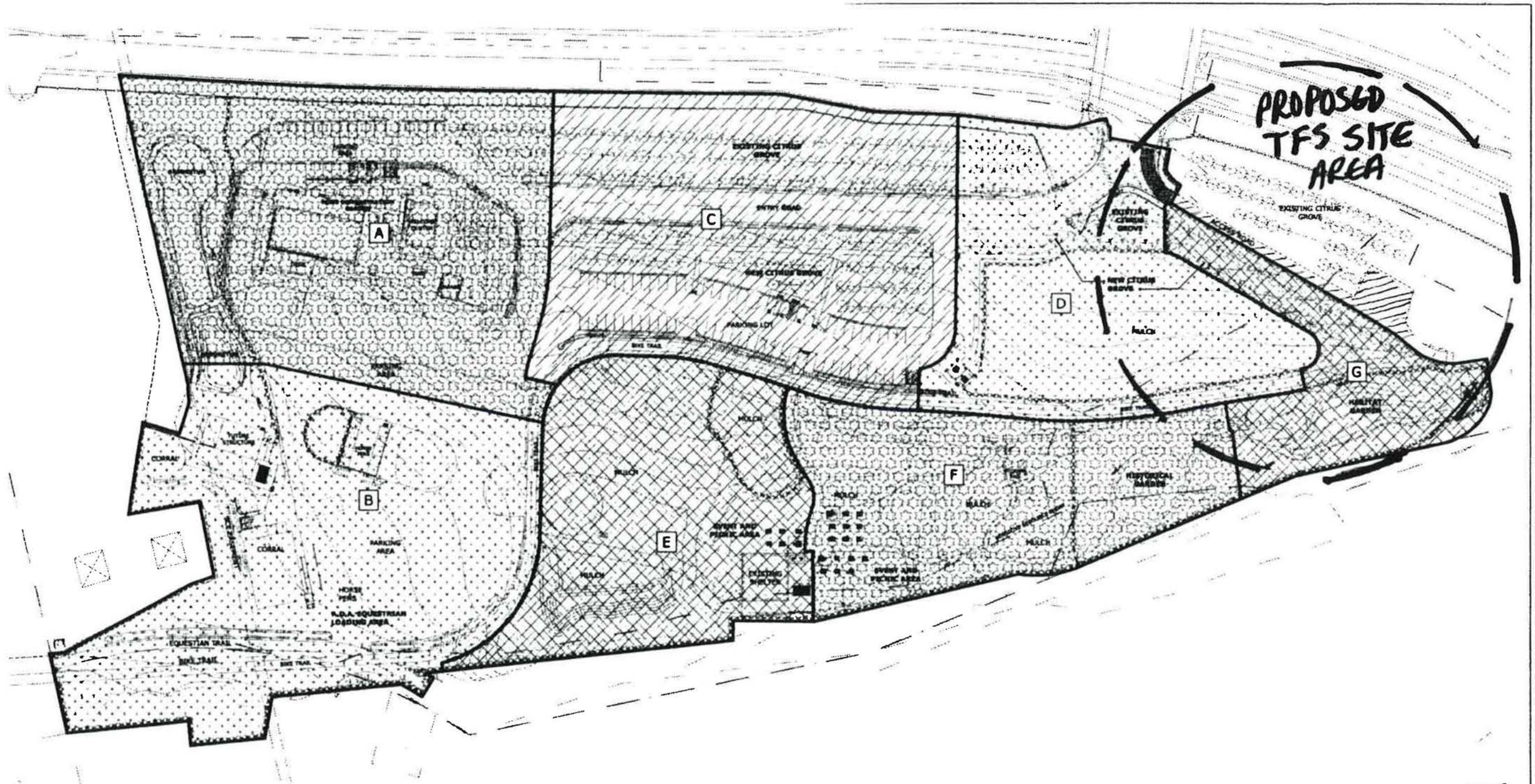
Signature OCFA Risk Manager Date: _____

Name (Please print) Telephone Number

OCFA CONTACT (Person initiating this Agreement)

Kirk Wells/Division Chief
OCFA Division 3
58 Station Way
Ladera Ranch, CA 92694
(949) 347-2273

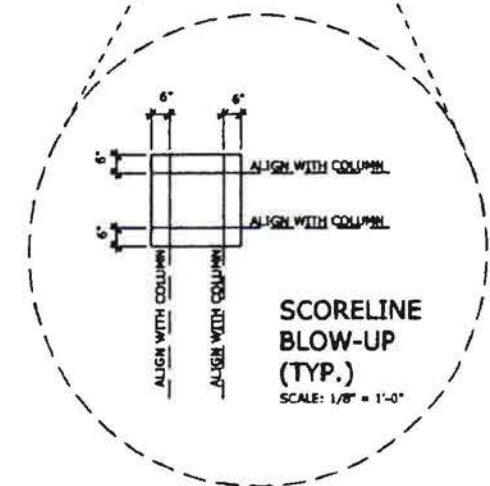
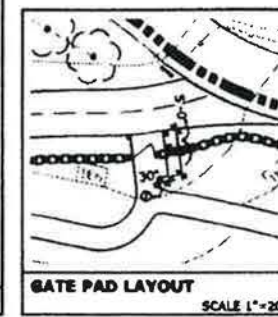
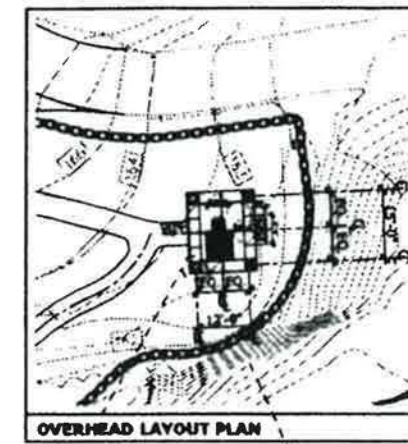
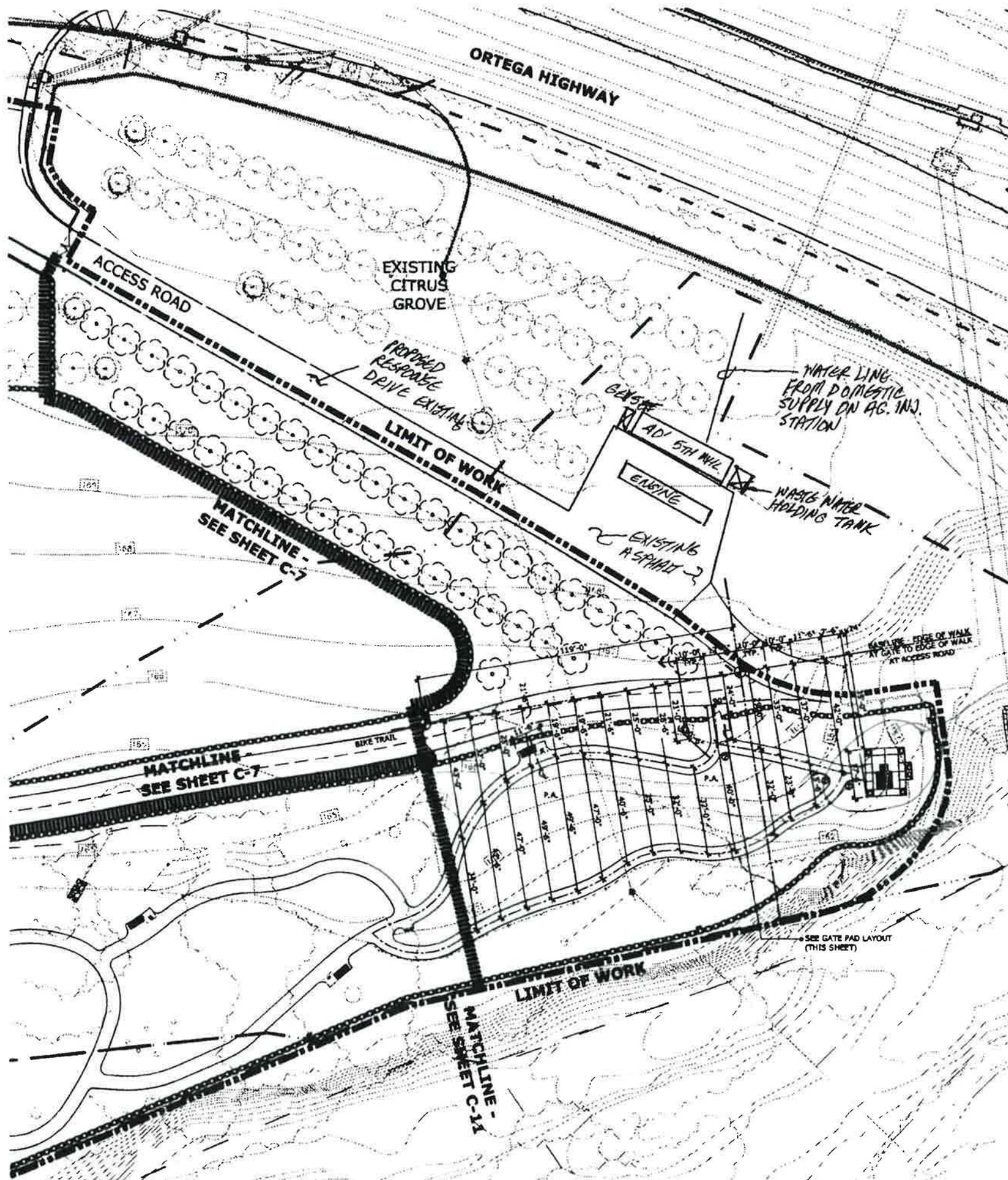
July 30, 2014



- A** LANDSCAPE PLANS
SHEETS: I-1, P-1, P-2A, P-2B, 3A, C-1, C-2
- B** LANDSCAPE PLANS
SHEETS: I-2, P-3B, P-4, C-3, C-4
- C** LANDSCAPE PLANS
SHEETS: I-3, P-5, C-5, C-6
- D** LANDSCAPE PLANS
SHEETS: I-4, P-5, C-7, C-8
- E** LANDSCAPE PLANS
SHEETS: I-5, P-4, C-9, C-10
- F** LANDSCAPE PLANS
SHEETS: I-6, P-6, C-11, C-12
- G** LANDSCAPE PLANS
SHEETS: I-7, P-6, C-13, C-14



CITY OF SAN JUAN CAPISTRANO DEPARTMENT OF PUBLIC WORKS			
SAN JUAN CAPISTRANO			
OVERALL KEY MAP			
PREPARED BY LAND CONCERN			
DRAWN BY LINDSEY GIVENS	CHECKED BY MIKE SWEENEY	DESIGNED BY REITH VAN DER MAATEN CITY ENGINEER	DATE 06/08/014
NO. INITIAL DESCRIPTION REVISIONS			SHEET X-1 2 OF 51



FENCE AND GATE NOTE

FENCE AND GATES PER SANTA ANA PARK AND EVENT CENTER FENCE PLANS PREPARED BY LAND CONCERN. REFERENCE FENCE PLANS FOR DETAILS AND HARDWARE SPECIFICATIONS.

CONSTRUCTION STAKING NOTE

The design intention of all measuring units, walls, etc. is to maintain continuous smooth walls as all segments. If any existing dimension(s) creates a deviation to the constant radius, contact the Landscape Architect immediately.

CONCRETE SAMPLE NOTE

General Contractor shall provide one (1) 7' x 7' sample formwork panels for each concrete color / finish combination specified in the paving notes. Sample panels to be approved by Landscape Architect and owner prior to the start of construction.

CONCRETE FORMING/SCORELINE NOTE

Scoreline patterns shown for finished design. Trowel release joints may be required in some locations as necessary to reduce potential cracking. Trowel joints need to follow scoreline patterns, as shown on the plan, and be finished with a smooth to match adjacent scoreline patterns.

Landscape Architect to review all forming before concrete is poured and scoreline "Soap Beer" before concrete is cut. Allow 24 hours lead time.

CONSTRUCTION NOTES

Contractor to verify with Landscape Architect all materials, colors, and finishes prior to construction.

All construction shall conform to all local City and County codes.

All trees, bushes or other plants, shall be planted prior to any landscape where conflicts between tree box size and planting area occur. All tree locations and all field adjustments shall be made by the Landscape Architect.

All irrigation lines shall be installed prior to landscape. Refer to irrigation plans.

All angles to be 90 degrees or 45 degree unless otherwise noted.

All scorelines, sawcuts, and expansion joints to occur as shown on plans. All unbracketed construction joints to be score lines.

Contractor shall not make field changes unless authorized by Landscape Architect. Any unauthorised changes shall be corrected to conform to the plans at no additional cost to the owner or Landscape Architect.

Contractor to verify all utility locations. Contractor shall inform Superintendent and Landscape Architect if any field modifications are necessary.

Paving sub-base and reinforcement to be verified with structural and geotechnical soils engineer.

Refer to civil engineer's practice grading plan for drainage locations and details.

CONSTRUCTION LEGEND

A/C	Asphalt Concrete
B.C.R.	Beginning Curve Radius
E.O.C.	End of Curve
C.I.	Child Joint
C.L.	Center Line
CLEAR.	Clearance
CONC.	Concrete
CONT.	Continuous
DIA.	Diameter
D.C.	Decomposed Granite
E.A.	Each
E.C.R.	End Curve Radius
E.J.	Expansion Joint
ESHT.	Essement
EQ.	Equal
EXIST.	Existing
F.O.S.	Face of the Siding
F.O.C.	Face of Carls
F.G.	Finish Grade
F.S.	Finish Surface
F.F.	Footing
GALV.	Galvanized
H.B.	Header Board
H.I.	Half Iron
M.C.R.	Middle Curve Radius
M.I.	Minimum
M.B.	Half Box
NAT.	Natural
N.I.C.	Not In Contact
N.T.S.	Not To Scale
D.C.	On Center
P.A.	Planting Area
P.F.P.	Poured In Place
P.L.	Property Line
R.	Radius
R.S.	Recess
R.O.S.	Rough Sawn
R.W.	Roadway
S.D.	Shed Drain
SHT.	Sheet
S.L.	Score Line
SQ.	Square
S.F.S.	Surfaced Four Sides
STD.	Standard
T.F.	Top of Footing
T.W.	Top of Wall
TRANS.	Transformer
TYP.	Typical
W.I.	Wrought Iron

DIMENSION LEGEND

- ① Point of reference - To be staked by Main-Subers
- ② Radius = 2'-0"
- ③ Radius = 2'-6"
- ④ Radius = 3'-0"
- ⑤ Radius = 4'-0"
- ⑥ Radius = 5'-0"

KEY MAP



CITY OF SAN JUAN CAPISTRANO
DEPARTMENT OF PUBLIC WORKS

SAN JUAN CAPISTRANO
CONSTRUCTION LAYOUT AND STAKING PLAN

PREPARED BY
LAND CONCERN

NO.	DESCRIPTION	DATE



THE RESERVE
AT
RANCHO MISSION VIEJO

Attachment 3



August 4, 2014

Tom Bokosky
Human Resources Manager
City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

Reference: Reata Park & Event Center

Subject: The Reserve at Rancho Mission Viejo Review of Proposed Temporary Fire Station

Dear Tom:

The Reserve at Rancho Mission Viejo ("Reserve") is the holder of the Southern Subregion Habitat Conservation Plan (HCP) Conservation Easement over certain lands owned by the City of San Juan Capistrano adjacent to the Reata Park & Event Center generally referred to as the Creek Open Space.

The purpose of the HCP Conservation Easement is:

"to ensure the Property will be retained in perpetuity in its natural, restored, or enhanced condition consistent with the Southern HCP and IA and to prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property, subject to rights reserved to Grantor as provided elsewhere in this document (the "Purpose"). Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat to those consistent with the habitat conservation purposes of this Conservation Easement."

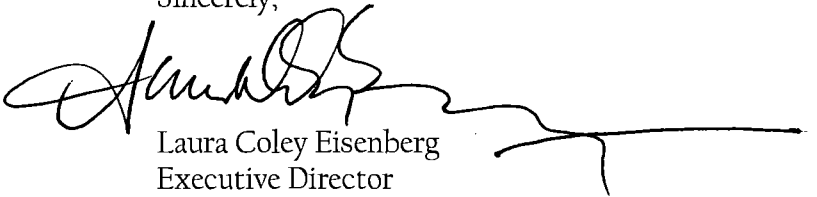
We have reviewed the proposal by the Orange County Fire Authority (OCFA) to locate a temporary fire station consisting of a fifth wheel trailer to house three (3) personnel, a temporary awning to park one fire engine under and one power generator within the boundary of the "Sensitive Resource Area" adjacent to the Creek Open Space. We understand that the temporary fire station will be operated and occupied 24/7 from about August 18th through November 30th.

The temporary fire station will allow the OCFA to provide coverage to the areas east of Interstate 5, while access to the Ortega Highway overpass is restricted due to bridge construction. Service is normally provided by Orange County Fire Station 7, which is west of Interstate 5.

The proposed location for these temporary facilities has already been disturbed as part of the Reata Park & Event Center improvements which this office has previously approved. We therefore have no specific concerns with the placement of the temporary facilities in the location indicated by the attached exhibit. Due to the sensitivity of species within the adjacent Creek Open Space and within the Sensitive Resource Area itself to the indirect effects of light pollution, we encourage the City and OCFA to implement measures to minimize light spillover from any lighting associated with the temporary facilities.

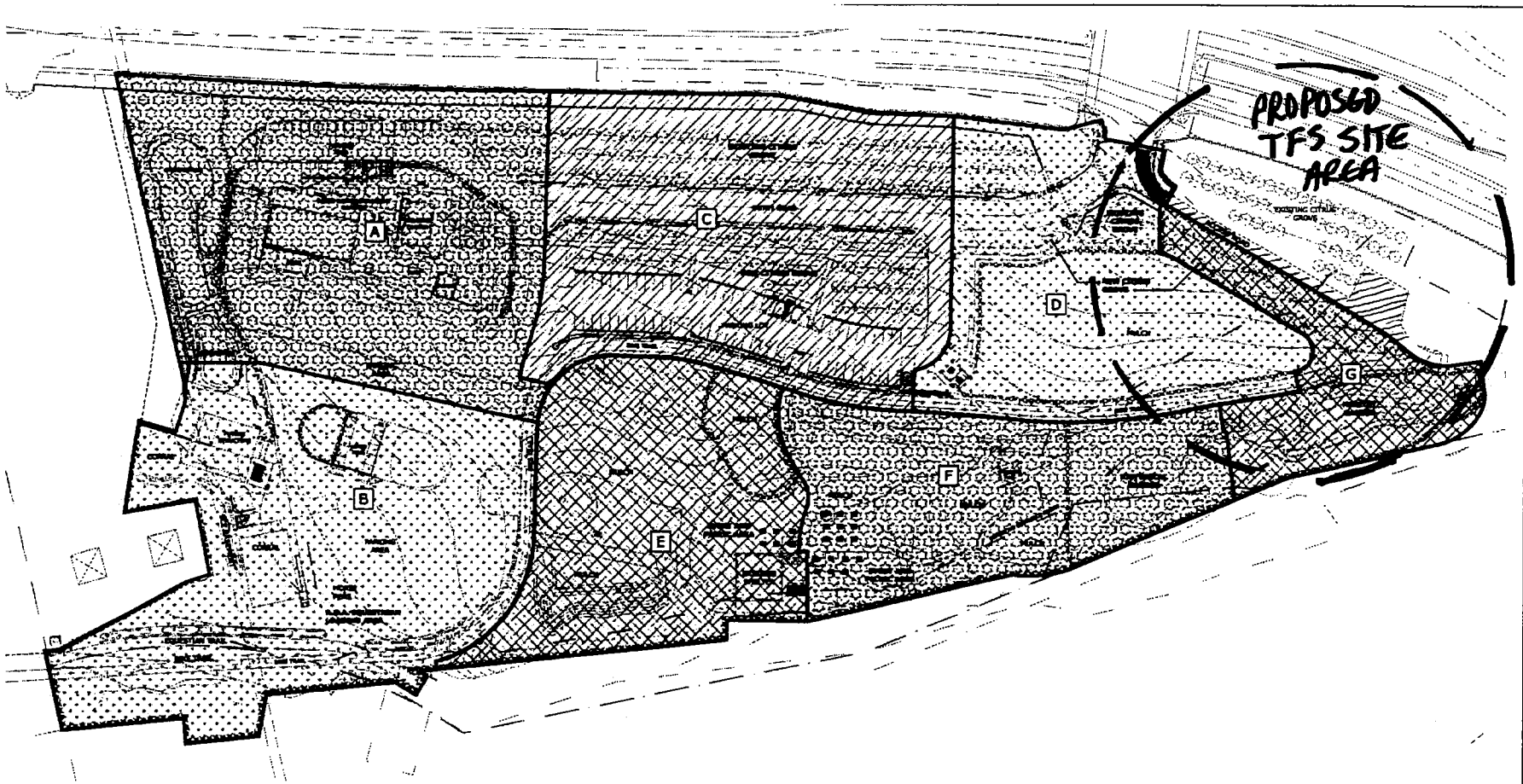
We continue to appreciate the City's ongoing coordination with us regarding the Reata Park and Event Center. Should you have any questions regarding our comments, please feel free to contact me at (949) 240-3363 Ext 297 or at lcoleyeisenberg@ranchomv.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laura Coley Eisenberg', with a long horizontal flourish extending to the right.

Laura Coley Eisenberg
Executive Director

Cc: Board of Directors, RMVLT
Board of Directors, The Reserve at Rancho Mission Viejo
Jonathan Snyder, USFWS



- A** LANDSCAPE PLANS
SHEETS: I-1, P-1, P-2A, P-2B, 3A, C-1, C-2
- B** LANDSCAPE PLANS
SHEETS: I-2, P-3B, P-4, C-3, C-4
- C** LANDSCAPE PLANS
SHEETS: I-3, P-5, C-5, C-6
- D** LANDSCAPE PLANS
SHEETS: I-4, P-5, C-7, C-8
- E** LANDSCAPE PLANS
SHEETS: I-5, P-4, C-9, C-10
- F** LANDSCAPE PLANS
SHEETS: I-6, P-6, C-11, C-12
- G** LANDSCAPE PLANS
SHEETS: I-7, P-6, C-13, C-14

N.T.S.

CITY OF SAN JUAN CAPISTRANO DEPARTMENT OF PUBLIC WORKS											
SAN JUAN CAPISTRANO OVERALL KEY MAP											
PREPARED BY LAND CONCERN											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: 8px;"> DRAWN BY LINDSEY COVENS </td> <td style="width: 50%; font-size: 8px;"> CHECKED BY JILL QUINCY </td> </tr> <tr> <td style="font-size: 8px;"> DESIGNED BY MIKE DWERNY </td> <td style="font-size: 8px;"> REVIEWED BY CITY ENGINEER </td> </tr> </table>	DRAWN BY LINDSEY COVENS	CHECKED BY JILL QUINCY	DESIGNED BY MIKE DWERNY	REVIEWED BY CITY ENGINEER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> PROJECT OR DRAWING NO. CITY 04000001 </td> <td style="width: 50%;"> DATE 06/08/14 </td> </tr> <tr> <td style="width: 50%;"> P.L.C. NO. 41 </td> <td style="width: 50%;"> SHEET X-1 </td> </tr> <tr> <td colspan="2" style="text-align: right;"> 2 OF 51 </td> </tr> </table>	PROJECT OR DRAWING NO. CITY 04000001	DATE 06/08/14	P.L.C. NO. 41	SHEET X-1	2 OF 51	
DRAWN BY LINDSEY COVENS	CHECKED BY JILL QUINCY										
DESIGNED BY MIKE DWERNY	REVIEWED BY CITY ENGINEER										
PROJECT OR DRAWING NO. CITY 04000001	DATE 06/08/14										
P.L.C. NO. 41	SHEET X-1										
2 OF 51											

CONSENT CALENDAR - AGENDA ITEM NO. 5
EXECUTIVE COMMITTEE MEETING
August 21, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Jeremy Hammond
Human Resources Director

SUBJECT: **Approval of Classification Specifications within the GIS Series and Associated Salary Ranges**

Summary:

This item seeks approval of new Classification Specifications to provide additional levels of classifications within the established GIS Series.

Committee Action:

At its August 5, 2014, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

Recommended Actions:

1. Adopt the new classification specification of GIS Technician and assign the annual salary range of \$64,625 to \$87,089.
2. Adopt the new classification specification of GIS Analyst and assign the annual salary range of \$79,913 to \$107,702.
3. Adopt the new classification specification of Senior GIS Analyst and assign the annual salary range of \$88,899 to \$119,808.
4. Authorize the Human Resources Director to amend the OCFA Table of Class Titles to include these new classifications and salary ranges.

Background:

The Human Resources Division performs reviews of Authority Classification Specifications in an effort to confirm that the Classification Specifications accurately describe the duties and responsibilities required to be performed by employees appointed to each classification. A recent review of organizational areas within the Authority revealed a need to establish new classifications within the GIS series, which assume responsibilities at different levels than those of existing classifications.

The OCFA consumes extensive amounts of location based information and uses location based applications to fulfill its mission. GIS technology creates, maintains, manages, produces, analyzes, displays, and provides location based information and applications to meet business needs.

In 2006, OCFA Executive Management commissioned an Enterprise GIS Strategic Plan as a key part of the Technology Master Plan. Primary components of this GIS Strategic Plan were to

consolidate responsibility for GIS technology development, create a GIS Section in the Information Technology Division, and make GIS an enabling technology and vital component of normal daily business activities. In 2009, the OCFA GIS section was recognized internationally at the ESRI International Users Conference with a Special Achievement GIS award for excellence in use of GIS technology for Public Safety. The ability to maintain this level of productivity, benefits, customer service, industry leadership, as well as the ability to meet future OCFA GIS technology expectations depends upon establishing and maintaining highly skilled and stable staff within the GIS section.

The above recommended action to add additional classifications within the GIS series will support the needs of the GIS Section. This action will allow OCFA to continue to utilize and advance within the GIS section and increase efficiency in operations on a day to day basis.

Impact to Cities/County:

None.

Fiscal Impact:

There will be no fiscal impact associated with the creation of these new job classifications.

Staff Contacts for Further Information:

Jeremy Hammond, Human Resources Director
Human Resources Department
jeremyhammond@ocfa.org
(714) 573-6018

Joel Brodowski, IT Manager
Support Services Department
joelbrodowski@ocfa.org
(714) 573-6421

Attachments:

1. Class Specification – GIS Technician
2. Class Specification – GIS Analyst
3. Class Specification – Senior GIS Analyst



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: GIS Technician

REPORTS TO: GIS Manager

FLSA: Non-Exempt

SUPERVISES: Varies

CLASS CODE:

DEPARTMENT: Information Technology

CLASS SUMMARY:

Incumbents are responsible for performing paraprofessional level GIS activities under supervision in administering, maintaining, troubleshooting, and/or developing GIS computer systems and/or application. Incumbents may be required to serve on an emergency response team in the field.

DISTINGUISHING CHARACTERISTICS:

The GIS Technician is the second level in a four level Geographic Information Systems series. The GIS Technician is distinguished from other IT classes by its spatial database, development and maintenance responsibilities.

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

Constructs, implements, develops, and maintains geospatial information, databases, and applications. Maintains, updates, and distributes map boundary layers using standard symbols, styles, and patterns.

Creates and distributes maps and other related data (routinely and upon request) to OCFA, outside agencies and the general public.

Conducts a variety of research, which includes: field work, contacting other agencies to obtain pertinent information, looking at historical information, reviewing paper records, and other related information sources.

Constructs maps and geospatial data, which includes: analyzing customer requests, determining what information to include; determining the level of map complexity; determining appropriate symbology and layout design; determining the appropriate methods of distribution; and, performing other related activities.

Performs other duties of a similar nature or level.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE (position requirements at entry):



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: GIS Technician

Bachelor's Degree in Geography, or a related field, and one year of GIS experience, or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSES AND CERTIFICATIONS (position requirements at entry):

- Valid California Driver's License.
- GISP Certificate desirable

KNOWLEDGE OF (position requirements at entry):

- GIS concepts;
- Mapping symbols and standards;
- Geospatial data capture methodology;
- Research methods;
- Geodesy, cartesian coordinate systems, projections, and digital orthophotography;
- Customer service principles;
- ArcGIS Desktop, ArcCatalog, ArcToolbox;
- Esri geodatabases;
- Geospatial data capture, editing, and mapping; and
- Windows Server 2008, Windows 7 64-Bit, MS Office 2010.

SKILLS (position requirements at entry):

- Cartographic design principles;
- Ability to follow direction;
- Communicating technical information to a non-technical audience;
- Using personal computers, large format printers, scanners;
- Providing customer service;
- Capturing and maintaining geospatial databases;
- Conducting research;
- Using a computer and applicable software applications;
- Creating maps;
- Updating and modifying map and data files;
- Creating graphics;
- Preparing reports;
- Ensuring enterprise geodatabase data quality; and
- Communication and interpersonal skills as applied to interactions with coworkers, supervisor(s), and the general public.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: GIS Technician

PHYSICAL REQUIREMENTS:

Positions in this class typically require: stooping, reaching, walking, pushing, pulling, lifting, fingering, talking, hearing, seeing and repetitive motions.

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

WORKING CONDITIONS:

Incumbents may be subjected to moving mechanical parts and electrical currents.

NOTE:

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

Classification History:

Final prepared by OCFA, Date: 08-14

Human Resources Director Review:

Jeremy Hammond _____ Date: _____

Adopted by Executive Committee: 08-21-14



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: GIS Analyst

REPORTS TO: GIS Manager

FLSA: Non-Exempt

SUPERVISES: Varies

CLASS CODE:

DEPARTMENT: Information Technology

CLASS SUMMARY:

Incumbents are responsible for performing professional level activities under supervision in administering, maintaining, troubleshooting, and/or developing GIS computer systems and/or applications. Incumbents may serve as a lead on projects and to lower level staff. Incumbents may also serve as a subject matter expert in area of assignment. Incumbents may be required to serve on an emergency response team in the field.

DISTINGUISHING CHARACTERISTICS:

The GIS Analyst is the third level in a four level Geographic Information Systems series. The GIS Analyst is distinguished from the GIS Technician by its project lead responsibilities and level of experience in a specific area of expertise, and enterprise scope of responsibility under supervision.

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

Designs, implements, develops, and analyzes geospatial information, databases, and applications.

Provides technical support to GIS end users; provides training and installs client applications.

Provides solutions architecture for GIS projects, geodatabases, applications, mobile applications, and projects.

Conducts a variety of research including field work, contacting other agencies to obtain pertinent information, looking at historical information, reviewing paper records, and other related information sources.

Designs analytical cartography and data layers including analyzing customer requests, determining level of map complexity, appropriate symbology and layout design, and the appropriate methods of distribution; and, performing other related activities.

Performs other duties of a similar nature or level.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE (position requirements at entry):



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: GIS Analyst

Bachelor's Degree in Geography, or a related field, and three year of GIS experience or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSES AND CERTIFICATIONS (position requirements at entry):

- Valid California Driver's License.
- GISP Certificate is highly desired.

KNOWLEDGE OF (position requirements at entry):

- GIS concepts;
- Geospatial applications for mobile and web environments;
- Mapping symbols and standards;
- Geospatial data capture methodology;
- Research methods;
- Geodesy, cartesian coordinate systems, projections, and digital orthophotography;
- ArcGIS Desktop, ArcCatalog, ArcToolbox;
- Esri geodatabases;
- Geospatial data capture, editing, and mapping;
- Windows Server 2008, Windows 7 64-Bit, MS Office 2010; and
- Customer service principles.

SKILLS (position requirements at entry):

- Project Management;
- Evaluating software applications;
- Communicating technical information to a non-technical audience;
- Testing and debugging programs;
- Providing customer service;
- Designing and constructing geospatial databases;
- Conducting research;
- Using a computer and applicable software applications;
- Ensuring enterprise geodatabase data quality.
- Creating cartographic designs;
- Updating and modifying map and data files;
- Analyzing and supporting end-user GIS applications;
- Preparing reports; and
- Communication and interpersonal skills as applied to interactions with coworkers, supervisor(s) and the general public.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: GIS Analyst

PHYSICAL REQUIREMENTS:

Positions in this class typically require: stooping, reaching, walking, pushing, pulling, lifting, fingering, talking, hearing, seeing and repetitive motions.

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

WORKING CONDITIONS:

Incumbents may be subjected to moving mechanical parts and electrical currents.

NOTE:

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

Classification History:

Final prepared by OCFA, Date: 08-14

Human Resources Director Review:

Jeremy Hammond _____ Date: _____

Adopted by Executive Committee: 08-21-14



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Senior GIS Analyst

REPORTS TO: GIS Manager

FLSA: Non-Exempt

SUPERVISES: Varies

CLASS CODE:

DEPARTMENT: Information Technology

CLASS SUMMARY:

Incumbents are responsible for performing professional level activities under minimal supervision, including developing and maintaining spatial databases and performing research and analysis. Understands and interprets organizational geospatial needs, develops applications and mapping products that fulfill the unique needs for Fire Protection and Emergency Services agencies. Incumbents may be required to serve on an emergency response team in the field.

DISTINGUISHING CHARACTERISTICS:

The GIS Senior Analyst is the fourth level in a four level Geographic Information Systems series. The GIS Senior Analyst is distinguished from the GIS Analyst by its advanced application development responsibilities, and extensive database skill sets.

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

Performs full range of professional journey level GIS activities.

Serves as a lead and provides project management leadership including identifying, analyzing, developing, and deploying new GIS technologies.

Evaluates, develops emerging tools, technologies, and standards; analyzes and makes recommendations and/or decisions regarding feasibility; prepares related reports.

Designs, implements, develops, and analyzes geospatial information, databases, applications, and SQL scripts.

Develops methodology and perform solutions architecture for work flows for desktop, internet, and mobile GIS applications.

Performs GIS programming and development with knowledge of C-Sharp, ASP.net, HTML, Java Script.

Performs high level technical or specialized troubleshooting.

Performs other duties of a similar nature or level, as assigned.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Senior GIS Analyst

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE (position requirements at entry):

Bachelor's Degree in Geography, or a related field, and three year of GIS experience or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSES AND CERTIFICATIONS (position requirements at entry):

- Valid California Driver's License.
- GISP Certificate desirable

KNOWLEDGE OF (position requirements at entry):

- GIS concepts;
- Mapping symbols and standards;
- Mathematical concepts;
- Research methods;
- Database design principles;
- Customer service principles;
- ArcGIS Desktop, ArcCatalog, ArcToolbox;
- Esri geodatabases;
- Geospatial data capture, editing, and mapping;
- Windows Server 2008, Windows 7 64-Bit, MS Office 2010; and
- GIS application development.

SKILLS (position requirements at entry):

- Providing customer service;
- Designing spatial databases;
- Conducting research;
- Using a computer and applicable software applications;
- Creating maps;
- Updating and modifying map files;
- GIS application development and deployment;
- Ensuring enterprise geodatabase data quality;
- Preparing reports; and
- Communication and interpersonal skills as applied to interaction with coworkers, supervisor(s) and the general public.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Senior GIS Analyst

PHYSICAL REQUIREMENTS:

Positions in this class typically require: stooping, reaching, walking, pushing, pulling, lifting, fingering, talking, hearing, seeing and repetitive motions.

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

WORKING CONDITIONS:

Incumbents may be subjected to moving mechanical parts and electrical currents.

NOTE:

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

Classification History:

Final prepared by OCFA, Date: 08-14

Human Resources Director Review:

Jeremy Hammond _____ Date: _____

Adopted by Executive Committee: 08-21-14

AGENDA ITEM NO. 6

There are no supportive materials
for Agenda Item No. 6
August Legislative Reports

This will be an oral presentation.

CONSENT CALENDAR - AGENDA ITEM NO. 7
EXECUTIVE COMMITTEE
August 21, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Keith Richter, Fire Chief

SUBJECT: **Contract Increase and Amendment – Communications LAB**

Summary:

This agenda item is submitted for approval of a proposed amendment to the contract with Communications LAB, as directed by the Executive Committee at its meeting of July 17, 2014.

Committee Action:

At its July 17, 2014, meeting, the Executive Committee reviewed the Short & Long Term Communication Plans developed by Communications LAB, and discussed potential changes in Communications LAB's scope of work. Following the discussion, the Executive Committee approved the following actions:

1. Receive and file the submitted Short & Long Term Communication Plans and direct staff to submit the Plans to the Board of Directors at the July 24, 2014, meeting, as presented.
[Note: The Board deferred action on this recommendation until August 2014.]
2. Direct staff to provide monthly progress reports to the Executive Committee and Board of Directors identifying the steps taken each month to address the recommendations.
[Note: Since approval of the Communication Plans was deferred to August, staff will begin providing monthly progress reports in September, based on the approved Plans.]
3. Discuss the potential changes in scope of work for the Communications LAB contract, and associated increases to the contract value, and direct staff to:
 - a. Develop a contract amendment to reflect a fixed cost at \$15,000 per month through March 2015, resulting in a contract increase up to \$104,952 over the current contract value of \$100,000. The contract amendment shall be submitted to the Executive Committee for approval at the August 2014 meeting.
 - b. Designate Randy Bressette and Trish Kelley as an Ad Hoc Committee for providing direction/oversight to Communication LAB's work.
 - c. Submit all future monthly invoices to the Executive Committee for review and comment at each meeting.

Recommended Actions:

1. Review the submitted Amendment Number Two to the Professional Services Agreement with Communications LAB and direct staff to submit the Amendment to the Board of Directors for approval at its meeting of August 28, 2014.
2. Recommend the Board of Directors approve a budget adjustment increasing FY 2014/15 General Fund (Fund 121) appropriations by \$92,952 to provide funding for the Communications LAB contract amendment.

Background:

In our efforts to improve communications with a variety of audiences, Communications LAB was awarded a contract in March 2014 following a competitive RFP process. The original scope of work for the contract, as outlined in the RFP, is provided in Attachment 1. At the April 2014 meeting of the Board of Directors, a revised scope of work was approved by the Board and is provided as Attachment 2. Part of the revised scope was to assist in restructuring the Corporate Communications Section, developing written policies and procedures, and standardizing notification protocols.

Proposed Contract Amendment

When the Board of Directors approved the contract with Communications LAB in March 2014, a contract amount was authorized at \$100,000, billed at hourly rates as defined in the contract. When the scope of work was amended by the Board at its April 2014 meeting, as recommended by Communications LAB, there were no corresponding changes requested to the contract value.

Costs incurred through June 2014 have amounted to \$69,951. With almost 70% of the contract value spent after three months, and considering the tasks outlined in the Short & Long Term Communications Plans, staff requested Communications LAB to provide an estimate of costs for completion of this remaining work. Staff also requested consideration of alternative billing methods that might yield savings to OCFA over the current straight-hourly billing rates.

Following direction provided by the Executive Committee in July, staff and Communications LAB prepared the submitted Amendment Number Two to the Professional Services Agreement (Attachment 3). It should be noted that the Communications Projects & Budget Overview that was reviewed by the Executive Committee in July included facilitation of an OCFA Visioning Session, which was subsequently deleted as a project for Communications LAB pursuant to direction from the Board of Directors. Therefore, the project listing and budget provided with Amendment Number Two excludes the Visioning Session project.

The proposed Amendment Number Two was reviewed by General Counsel and approved as to form. The Amendment was also provided in advance to Directors Bressette and Kelley for review, as the Ad Hoc Committee for oversight.

Review of Monthly Invoices

As directed by the Executive Committee, the July invoice from Communications LAB is submitted for review and comment (Attachment 4).

Impact to Cities/County:

Not Applicable.

Fiscal Impact

The proposed \$92,952 increase in the contract value was not anticipated in the FY 2014/15 Budget; therefore, a budget adjustment will be requested for approval by the Board of Directors to provide funding.

Staff Contacts for Further Information:

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

Craig Kinoshita, Deputy Fire Chief
craigkinoshita@ocfa.org
(714) 573-6014

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

Attachments:

1. Original Scope of Work – March 2014
2. Revised Scope of Work – April 2014
3. Amendment Number Two to Professional Services Agreement
4. July Invoice – Communications LAB
5. Professional Services Agreement – March 27, 2014
 - a. Exhibit A to the Professional Services Agreement is on file with the Clerk of the Authority and available upon request.

**Orange County Fire Authority
Communications LAB**

**Original Scope of Work
March 27, 2014**

SPECIFIC REQUIREMENTS – GENERAL RESPONSIBILITIES

Under the direction of the OCFA Fire Chief, or his designee, the Consultant will provide the following services:

1. Assist OCFA in developing communication strategies and messages for key issues, proposals, policies and programs.
2. Work closely with the Fire Chief and OCFA staff to develop and implement outreach plans, targeted for various audiences, to achieve goals associated with key issues.
3. Communicate with and inform elected officials and other local stakeholder groups to gain public support for key issues, upcoming proposals, and ongoing programs that support and benefit OCFA's mission to provide fire and emergency response services to residents of Orange County.
4. As requested by the Fire Chief or his designee, attend OCFA Board of Directors meetings, City Council meetings, and other meetings as necessary in support of the key issues and current proposals that may be underway, throughout the year.

INITIAL KEY AREAS OF IMPORTANCE

1. STANDARDS OF COVERAGE AND DEPLOYMENT STUDY

The Fire Chief is seeking the Board's approval to adopt response time goals recommended through an updated Standards of Coverage and Deployment Plan (SOC) study. An SOC is intended to assist OCFA in ensuring a safe and effective response force for fire suppression, emergency medical services, and specialty response situations, in addition to homeland security issues. An SOC should provide policy-makers, the organization, and the community a body of information that will assist in making service delivery and risk mitigation decisions.

In recommending these response time goals, the Fire Chief has initiated discussion with the Board of Directors regarding new and innovative methods for future delivery of fire services. The OCFA firefighter's union is opposed to the new concepts, and has prepared a report outlining the methods they propose for delivery of future fire services. A Board workshop is scheduled for April 17, 2014 to continue the discussions about response time goals and future deployment models.

This initial key area will require the successful consultant to immediately engage in strategic communication, marketing, and presentation planning with the Fire Chief, under an extremely tight timeline. We estimate that the Consultant will only have two weeks from award of contract to the date of the Fire Chief's presentation at the April 17th Board workshop.

Following the April 17th workshop, we anticipate that ongoing communication and marketing strategies will be necessary to gain support for new service deployment models from our member agencies and the public.

2. LABOR NEGOTIATIONS

The OCFA's represented employees are organized into three separate labor groups, as follows:

- Firefighters – Orange County Professional Firefighters Association (OCPFA)
- Fire Management – Orange County Chief Officers Association (COA)
- General and Supervisory Employees – Orange County Employees Association (OCEA)

The OCFA's MOU with the OCPFA is set to expire on June 30, 2014. Negotiations with the OCPFA are beginning, and the OCFA has engaged an independent professional negotiator to assist with the process. As the negotiation process moves forward, it will be important to have key messages developed and ready, in advance of public or media interest.

3. EQUITY STUDY, AMENDED JOINT POWERS AGREEMENT, VALIDATION ACTION

The OCFA recently completed deliberations with its member agencies regarding the equity of financing for fire services within OCFA. As a result of the deliberations, an amendment to the OCFA's Joint Powers Agreement was approved to address the equity concerns. In approving the Amendment, the OCFA Board also authorized General Counsel to file a Complaint in the Orange County Superior Court to seek validation of the Amendment. A judicial declaration is desired to confirm that the JPA Amendment is valid and enforceable, so that OCFA and its member agencies may properly plan and budget for the future provision of fire services.

On December 19, 2013, OCFA and the City of Irvine jointly filed a Complaint in the Orange County Superior Court to seek validation of the JPA Amendment. On January 28, 2014, the Orange County Board of Supervisors voted 4-to-1, with Supervisor Spitzer opposed, to file a formal response in opposition to the OCFA's validation action.

The validation action is underway, pending future briefing dates to be scheduled by the Court. As the action moves forward, it will be important to have key messages developed and ready, in advance of public or media interest.

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT ONE TO PROFESSIONAL SERVICES ("Agreement") is made and entered into this 24th day of April, 2014, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Communications LAB, a California LLC, hereafter referred to as "Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into an original agreement on the 27th day of March, 2014, for public relations services; and

WHEREAS, OCFA Board of Directors and Executive Committee have provided further direction and clarification to the scope of work at both the Executive Committee and the Board of Directors meetings on April 24, 2014; and

NOW, THEREFORE, OCFA and the Firm agree to amend the Agreement to reflect the revised scope of work per Attachment A.

Except as modified above, all terms and conditions of the agreement shall remain unchanged and in full force and effect.

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: 5/14/14

By: Keith Richter

Keith Richter, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: David E. Kendig
DAVID E. KENDIG
GENERAL COUNSEL

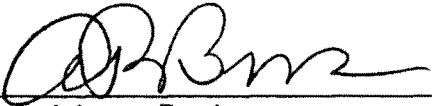
Sherry A.F. Wentz
Sherry A.F. Wentz
Clerk of the Board

Date: 5/14/14

"FIRM"

COMMUNICATIONS LAB

Date: 5/14/14

By: 
Arianna Barrios
Chief Executive Officer

ATTACHMENT A

Revised Scope of Work

REVISED SCOPE OF WORK (4-24-14)
COMMUNICATIONS LAB

SPECIFIC REQUIREMENTS-GENERAL RESPONSIBILITIES

At the Direction of the Fire Chief, or his designee, the Consultant will provide the following services to support OCFA Executive Management:

- 1. Assist OCFA Executive Management, Executive Committee and Board of Directors in developing internal and external communication strategies and messages for key issues, proposals, policies, and programs.**
- 2. Work closely with the Fire Chief and OCFA staff to develop, implement and manage internal and external outreach plans, targeted for various audiences, to achieve goals associated with key issues and Executive Committee directives.**
- 3. Communicate with and inform elected officials and other local stakeholder groups to gain public support for key issues, upcoming proposals, and ongoing programs that support and benefit OCFA's mission to provide fire and emergency response services to residents of Orange County.**
- 4. As requested by the Fire Chief or his designee, attend OCFA Board of Directors meetings, City Council meetings, and other meetings as necessary in support of the key issues and current proposals that may be underway, throughout the year.**
- 5. Assist OCFA Executive Management in restructuring the Corporate Communications department. Including, but not limited to, assisting with the hiring of a new Director, developing written policies and procedures, standardizing notification protocols, media training and department oversight.**
- 6. Assist the Fire Chief and OCFA Executive Management with implementation of recommendations from upcoming management report. Including development of a one-year (overall) operations plan to address organizational issues with recommended actions. Issues to include, but not limited to communications, management, employee relations.**

7. Assist the Fire Chief and OCFA Executive Management to provide detailed progress reports with metrics to OCFA Executive Committee for monitoring and oversight purposes.
8. Directors not serving on the Executive Committee with a need to utilize the services of Consultant should make a request through the Board Chair, or in the absence of the Chair, the Board Vice Chair.
9. This scope of work will specifically exclude the Executive Management, the Executive Committee and the Board of Directors from utilizing the services of the Consultant for personnel evaluations.

INITIAL KEY AREAS OF IMPORTANCE

(Removed – Standards of Coverage and Deployment Study)

1. LABOR NEGOTIATIONS

The OCFA's represented employees are organized into three separate labor groups, as follows:

- Firefighters - Orange County Professional Firefighters Association (OCPFA)
- Fire Management - Orange County Chief Officers Association (COA)
- General and Supervisory Employees - Orange County Employees Association (OCEA)

The OCFA's Memorandum of Understanding (MOU) with the OCPFA is set to expire on June 30, 2014. Negotiations with the OCPFA are beginning, and the OCFA has engaged an independent professional negotiator to assist with the process. As the negotiation process moves forward, it will be important to have key messages developed and ready, in advance of public or media interest.

2. EQUITY STUDY, AMENDED JOINT POWERS AGREEMENT, VALIDATION ACTION

The OCFA recently completed deliberations with its member agencies regarding the equity of financing for fire services within OCFA. As a result of the deliberations, an amendment to the OCFA's Joint Powers Agreement was approved to address the equity concerns. In approving the Amendment, the OCFA Board also authorized General Counsel to file a Complaint in the Orange County Superior Court to seek validation of the Amendment. A judicial declaration is desired to confirm that the

JPA Amendment is valid and enforceable, so that OCFA and its member agencies may properly plan and budget for the future provision of fire services.

On December 19, 2013, OCFA and the City of Irvine jointly filed a Complaint in the Orange County Superior Court to seek validation of the JPA Amendment. On January 28, 2014, the Orange County Board of Supervisors voted 4-to-1, with Supervisor Spitzer opposed, to file a formal response in opposition to the OCFA's validation action.

The validation action is underway, pending future briefing dates to be scheduled by the Court. As the action moves forward, it will be important to have key messages developed and ready, in advance of public or media interest.

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 28th day of August, 2014, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Communications LAB, a California LLC, hereafter referred to as "Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into an original agreement on the 27th day of March, 2014, for public relations services ("Agreement"); and

WHEREAS, OCFA and Firm entered into Amendment Number One to the original agreement on the 24th Day of April, 2014 to include a revised scope of work ("First Amendment"); and

WHEREAS, OCFA Board of Directors and Executive Committee provided further direction and clarification to the scope of work at both the Executive Committee and the Board of Directors meetings on April 24, 2014 as agreed upon in the First Amendment; and

WHEREAS, OCFA desires to further amend the Agreement, inclusive of the First Amendment;

NOW THEREFORE, OCFA and Firm agree to amend the following Sections of the Agreement, inclusive of the First Amendment as follows:

Section 1.1 Scope of Services – Increase the scope of services to add the completion of the projects listed as Priorities 1 through 3 as prescribed in Attachment A, attached hereto.

Section 1.6 Additional Services – Any future additions to the amended scope of services with a cost not exceeding 15% of the amended total compensation outlined in Section 3.1 shall be approved by the Ad Hoc Committee responsible for oversight of Communication LAB's work. Once approved, any such additions shall be billed at the hourly rates set forth in the original Agreement dated March 27, 2014.

Section 3.1 Compensation of Firm – Total compensation paid to Firm under the Agreement as amended by the First Amendment and this Second Amendment shall not exceed \$192,952. Firm shall invoice OCFA a flat fee of \$15,000 for July 2014, and a flat fee of \$13,500 per month for the months of August 2014 through March 2015.

Beginning with the September 2014 invoice, each invoice from Firm shall document at least ten percent (10%) progress in the completion of projects listed

as Priorities 2 and 3 in the scope of work (Attachment A to this Second Amendment). If Firm fails to document the ten percent (10%) required progress toward completion, OCFA may withhold from payment, at its sole discretion, up to 100 percent (100%) of the applicable monthly flat fee until sufficient progress is documented to the satisfaction of the Contract Officer. The final invoice (March 2015) shall be due upon documentation of full completion of the scope of work in Attachment A to this Second Amendment. OCFA shall dispatch payment to Firm within thirty (30) days of receipt of each invoice reflecting the required progress toward completion.

Section 4.2 Schedule of Performance – All services rendered pursuant to the Agreement shall be performed in the time periods prescribed in Attachment A, attached hereto.

Section 4.4 Term – The term of the Agreement will continue through March 2015 unless earlier terminated as provided herein or as otherwise agreed to in writing by the parties.

Section 5.2 Contract Officer –The Contract Officer shall be Lori Zeller, Assistant Chief Business Services.

Except as modified above, all terms and conditions of the agreement shall remain unchanged and in full force and effect.

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

[Signatures on Following Page]

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Keith Richter, Fire Chief
(or his designee)

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

"FIRM"

COMMUNICATIONS LAB

Date: _____

By: _____

Arianna Barrios
Chief Executive Officer

ATTACHMENT A

Revised Scope of Work

OCFA Amendment Number Two – Professional Services Agreement with Communications LAB

The following projects, listed as Priorities 1 through 3, shall be included as the revised Scope of Work for Communications LAB, for completion from July 2014 to March 2015. OCFA will be billed fixed monthly fees by Communications LAB for the months of July 2014 through March 2015, and when added to amounts already billed for April through June 2014, the new revised contract value shall not exceed \$192,952 (see Budget Overview on page 3).

Priority	Project	Corresponding SOW (04-24-14)/ Associated Tasks	Assigned By	Responsible	Comments
1	Serve as Acting Director of Communications & Strategic Advisor	<p>SOW Item #1, 2, 3, 4, 6</p> <ul style="list-style-type: none"> • Assist agency with recruitment and hiring of civilian communications professional (Dir. Of Comm.) • Attend/Advise at Executive Management Mtgs. • Provide BOD/Exec Comm./Ad Hoc Comm. Strategic Advice • Provide oversight to Corp. Communications Dept. • Issues management (ongoing, as needed) • Assist Executive Management with communication needs in connection with the Management Partners recommendations and Action Plan 	May 2014 SOW Exec Comm. BOD	A. Barrios B. Thomas	
2	Reorganization & Standardization of Corporate Communications Department	<p>SOW Item #1, 5, 7,</p> <ul style="list-style-type: none"> • Conduct a full communications audit for OCFA • Establish Departmental Roles and Responsibilities • Refresh OCFA Identity & Style Guides • Review /Assess new OCFA Website & Intranet • Establish Social Media Standards • Create Comprehensive Agency Communications Manual • Develop OCFA Communications Outreach Calendar • Support new Dir. of Comm. as needed/requested 	May 2014 SOW Exec Comm. BOD	B. Thomas Comm. LAB OCFA Dir. of Comm. M. Petro	This item is a roll-up of all items presented in Short Term Comm. Plan See full Comm. Plan for detailed outline of Tasks in this project.
3	Media Training	<p>SOW Item #5, 8</p> <ul style="list-style-type: none"> • Conduct four (4) intensive media training sessions • Board, agency, BC, DC, PIOs training groups • Provide collateral materials • Tips & techniques in variety of situations • Videotape each participants mock interviews • Critique mock interviews • Provide each participant with copy of mock interview 	May 2014 SOW Exec Comm. BOD	Comm. LAB OCFA Dir. of Comm. M. Petro	

OCFA Amendment Number Two – Professional Services Agreement with Communications LAB

Budget Overview

Month	Hours	Billing	Cumulative Total
April 2014	220	\$34,850	\$34,850
May 2014	95.25	\$15,804	\$50,654
June 2014	124	\$19,298	\$69,952
July 2014	90	\$15,000	\$84,952
Aug 2014	TBD	\$13,500	\$98,452
Sept 2014	TBD	\$13,500	\$111,952
Oct 2014	TBD	\$13,500	\$125,452
Nov 2014	TBD	\$13,500	\$138,952
Dec 2014	TBD	\$13,500	\$152,452
Jan 2015	TBD	\$13,500	\$165,952
Feb 2015	TBD	\$13,500	\$179,452
March 2015	TBD	\$13,500	\$192,952
Total Revised Budget			\$192,952
Less Starting Budget			(\$100,000)
Requested Budget Increase			\$92,952



Orange County Fire Authority
 1 Fire Authority Road
 Irvine CA 92602
 PO #B01506

August 11, 2014
 Invoice # 10096

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
7/2/2014 OCFA Exec Team Meeting	1.00 180.00/hr	180.00
Ad Hoc Comm Conf. Call (Visioning Session Disc.)	1.00 180.00/hr	180.00
7/3/2014 Internal Team Conf. Call.	1.50 180.00/hr	270.00
7/6/2014 Review and Revise Communications Strategy Documents.	2.00 180.00/hr	360.00
7/7/2014 Prepare for, attend and follow up on team meeting regarding 120 day plan and other tasks.	1.00 150.00/hr	NO CHARGE
Management Partners Staff Review	1.00 180.00/hr	180.00
7/8/2014 Draft Employee Survey (Communications)	2.75 180.00/hr	495.00
7/9/2014 OCFA Exec. Team Meeting	3.00 180.00/hr	540.00
7/10/2014 Draft Visioning Session Materials.	4.00 180.00/hr	720.00
Media Relations Statements and Support.	2.25 180.00/hr	405.00
BOD Materials, Budget update, staff prep.	1.25 180.00/hr	225.00

	<u>Hrs/Rate</u>	<u>Amount</u>
7/11/2014 Prepare Communications Projects Overview - BOD	4.00 180.00/hr	720.00
Communications with OCFA staff.	1.25 180.00/hr	225.00
7/15/2014 Ad Hoc Comm. Staffing.	4.00 180.00/hr	720.00
7/16/2014 Meeting with Chief Richter.	1.50 180.00/hr	270.00
7/17/2014 OCFA Exec Team Meeting.	2.00 180.00/hr	360.00
7/19/2014 BOD Communications Ad Hoc Meeting	2.00 180.00/hr	360.00
7/21/2014 Media Relations Statements & Support	2.00 180.00/hr	360.00
OCFA Exec. Team Meeting.	2.00 180.00/hr	360.00
Revise Budget/Communications Projects for BOD	2.00 180.00/hr	360.00
7/22/2014 Revise Budget/Communications Projects for BOD	2.00 180.00/hr	360.00
7/23/2014 Meeting with Board Vice Chair Murray	1.50 180.00/hr	270.00
7/24/2014 Call with OCR reporter regarding OCFA questions for Arianna.	1.00 150.00/hr	NO CHARGE
OCFA Board Meeting	5.00 180.00/hr	900.00
OCFA conference call re: visioning session.	1.00 180.00/hr	180.00
7/25/2014 Media Relations, Draft Statements, Validation Hearing Prep.	3.75 180.00/hr	675.00
7/28/2014 Draft talk points and develop strategy for media requests.	2.00 150.00/hr	300.00
7/29/2014 Draft talk points and develop strategy for media requests.	2.00 150.00/hr	NO CHARGE
Draft release on new Chairman of the Board of OCFA.	1.00 150.00/hr	NO CHARGE

	<u>Hrs/Rate</u>	<u>Amount</u>
7/29/2014 Media Relations Statements and Support	3.75 180.00/hr	NO CHARGE
7/30/2014 OCFA Exec. Team Meeting	3.00 180.00/hr	NO CHARGE
Media Relations	2.00 180.00/hr	NO CHARGE
Draft Board Advisory - Media Updates	2.25 180.00/hr	NO CHARGE
7/31/2014 OCFA Validation Hearing	2.00 180.00/hr	NO CHARGE
Media Relations re: OCR	1.25 180.00/hr	NO CHARGE
For professional services rendered	<u>75.00</u>	<u>\$9,975.00</u>
Expense Charges:		
7/31/2014 Thomas Communications Group.		4,991.25
Total Expense Charges		<u>\$4,991.25</u>
Total amount of this bill		\$14,966.25
Previous balance		\$19,297.50
7/28/2014 Payment - thank you		<u>(\$19,297.50)</u>
Total payments and adjustments		<u>(\$19,297.50)</u>
BALANCE DUE		<u><u>\$14,966.25</u></u>



August 08, 2014

Invoice # 11852

Communications LAB
Attn: Arriana Barrios
25 Orchard, Suite 250
Lake Forest, CA 92630

In Reference To: Professional consulting services rendered for community outreach for OCFA - For the month of July 2014

Professional Services

		<u>Hours</u>	<u>Amount</u>
7/3/2014	BT Project Management Team conference call	1.50	247.50
	BT Project Management Prepare for 7/7/14 meeting	0.75	123.75
	MM Project Coordination Team conference call	1.50	NO CHARGE
7/7/2014	BT Project Management Review Management Partners Implementation Plan	0.75	123.75
	BT Project Management Develop/revise short-term plan	1.50	247.50
	BT Project Management Email/phone correspondence with L. Zeller RE short-term plan	0.25	41.25
	MM Project Coordination Revise short-term plan	2.50	NO CHARGE
7/8/2014	BT Project Management Joint Labor Management meeting	1.00	165.00
	MM Project Coordination Develop/revise short-term plan	1.50	NO CHARGE
7/9/2014	BT Project Management Develop Report/Budget/Plan for Executive Committee	7.00	1,155.00

			<u>Hours</u>	<u>Amount</u>
7/9/2014	MM	Project Coordination Develop Report/Budget/Plan for Executive Committee	10.00	NO CHARGE
7/10/2014	BT	Project Management Review/revise plan for Executive Committee	2.50	412.50
7/11/2014	BT	Project Management Email/phone correspondence with team RE Plan for Executive Committee	1.25	206.25
	MM	Project Coordination Email/phone correspondence with team RE Plan for Executive Committee	1.50	NO CHARGE
7/14/2014	BT	Project Management Email/phone correspondence with team RE vision session	0.50	82.50
	BT	Project Management Review Staff Report and email/phone correspondence with team	2.00	330.00
	MM	Project Coordination Review Staff Report and email/phone correspondence with team	2.00	NO CHARGE
7/15/2014	BT	Project Management Meeting with Director Bressette	0.75	123.75
	BT	Project Management Email/phone correspondence with Director Kelley	0.50	82.50
	BT	Project Management Schedule tele-meeting with Director Swift	0.25	41.25
7/16/2014	BT	Project Management Meeting with Chief Richter	1.25	206.25
	BT	Project Management Tele-meeting with Director Swift	0.50	82.50
	BT	Project Management Email/phone correspondence with Director Bressette	0.25	41.25
7/17/2014	BT	Project Management Email/phone correspondence with Director Kelley	0.25	41.25
	BT	Project Management Preparation for Executive Committee Meeting	0.25	41.25
7/18/2014	BT	Project Management Schedule Ad-hoc Committee meeting	0.50	82.50
7/19/2014	BT	Project Management Attend and participate in Ad-hoc Committee meeting	2.00	330.00

		<u>Hours</u>	<u>Amount</u>
7/22/2014	BT Project Management Email/phone correspondence with Ad-hoc Committee Members	0.25	NO CHARGE
7/24/2014	BT Project Management Email/phone correspondence with Ad-hoc Committee Members	0.25	NO CHARGE
	BT Project Management Attend and participate in Board meeting	4.75	783.75
7/30/2014	BT Project Management Meeting with key stakeholders	1.00	NO CHARGE
	BT Project Management Email/phone correspondence with team members	0.25	NO CHARGE
	BT Project Management Review quotes	0.25	NO CHARGE
For professional services rendered		<u>51.25</u>	<u>\$4,991.25</u>

Consultant Summary			
<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Barbara J. Thomas	30.25	165.00	\$4,991.25
Barbara J. Thomas	2.00	0.00	\$0.00
Matt Murphy	19.00	0.00	\$0.00

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 27th day of March, 2014, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Communications LAB, a California LLC, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm for full service public relations services, RFP #DC1921, hereinafter referred to as "Project"; and

WHEREAS, the Firm has submitted to OCFA a proposal dated March 20, 2014, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, the 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 the Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ the Firm and the 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, the Firm shall provide those services specified in the "Proposal" attached hereto as Exhibit "A" and incorporated herein by reference. The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP #DC1921, dated March 17, 2014 ("RFP"); (2) the Firm's response to OCFA's RFP dated March 20, 2014; (3) all terms and conditions as set forth in this Agreement; and (4) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto. 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. The Firm warrants that it shall perform all services under this Agreement in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry.

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.

The 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 Reserved.

1.5 Care of Work.

The 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.

The Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that the Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Fire Chief upon approval from the Executive Committee.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by the Firm is an essential condition of this Agreement. The Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in the Firm's proposal. The 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 Contract Pricing.

For the services rendered pursuant to this Agreement, OCFA shall compensate and reimburse the Firm in accordance with the terms set forth in the Pricing Schedule, provided in Exhibit "A" and incorporated herein by reference.

3.2 Method of Payment.

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

3.3 Changes.

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

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

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

3.4 Appropriations.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's proposal, attached hereto as Exhibit "A".

The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of 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 Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term.

This Agreement shall commence upon approval of contract and continue in full force and effect through satisfactory completion of the services 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: Arianna Barrios, Chief Executive Officer.

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

5.2 Contract Officer.

The Contract Officer shall be Keith Richter, Fire Chief, unless otherwise designated in writing by OCFA. It shall be Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless

otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment.

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

5.4 Independent Contractor.

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

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate(s), evidencing the foregoing and designating OCFA as an additional named insured for general liability and automobile liability insurance coverage shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its officers, officials, employees and agents. The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least one million dollars (\$1,000,000) combined single limit coverage per occurrence, two million dollars (\$2,000,000) aggregate; and professional liability coverage with limits of at least one million dollars (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in

writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Indemnification.

To the fullest extent permitted by law, Firm shall defend, (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold harmless OCFA, its officers, officials, employees and agents (collectively, the "Indemnified Parties") from and against any and all third-party 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, arising out of or in any way connected with any negligent acts, errors, omissions, willful misconduct or fraud committed by Firm, its officers, employees or agents, in performance of this Agreement, except for such loss as may arise from the sole negligence or willful misconduct of the Indemnified Parties.

Firm's indemnification obligations under this Section 6.2 are contingent upon: (i) OCFA giving prompt written notice to Firm of any claim under this Section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that Firm shall have been actually prejudiced as a result of such failure); and (ii) at Firm's request and sole expense, OCFA cooperating in the investigation and defense of such claim(s). In any instance where Firm defends a claim pursuant to its indemnification obligations, OCFA shall be entitled, but not obligated to, participate in (but not control) such defense and to retain its own counsel, at its own expense. Neither party shall settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the other party or imposes additional obligations on the other party without the prior express written consent of the other party.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to

evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement at no cost to OCFA, 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.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive 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 Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

8.6 Termination for Default.

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No official, officer or employee of OCFA shall be personally liable to 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 Firm or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

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

10.2 Notice.

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

To OCFA:

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

With Copy To:

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

To Communications LAB:

Arianna Barrios, CEO
25 Orchard, Suite 250
Lake Forest, CA 92630

10.3 Integrated Agreement.

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

10.4 Amendment.

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

10.5 Severability.

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

10.5 Corporate Authority.

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

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: 3/31/14

By: Keith Richter

Keith Richter, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: David E. Kendig
DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wenz
Sherry A.F. Wenz
Clerk of the Board

Date: 3/27/14

"FIRM"

COMMUNICATIONS LAB

Date: MARCH 26, 2014


By: 
Arianna Barrios
Chief Executive Officer

EXHIBIT A
RFP DC1921
COMMUNICATIONS LAB
PROPOSAL