



**NOTICE AND CALL OF A SPECIAL MEETING
OF THE
ORANGE COUNTY FIRE AUTHORITY
EXECUTIVE COMMITTEE**

A Special Meeting of the
Orange County Fire Authority Executive Committee
has been scheduled for December 11, 2013
at 3:00 p.m.

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

The business to be transacted at the meeting will be
posted not less than 72 hours prior to the meeting.

Opportunity will be provided for members of the public to address the
Orange County Fire Authority Executive Committee
regarding any item of business on the Agenda.

Steven Weinberg, Board Chair



ORANGE COUNTY FIRE AUTHORITY

AGENDA

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

EXECUTIVE COMMITTEE SPECIAL MEETING

Wednesday, December 11, 2013
3:00 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 Warren Johnson

PLEDGE OF ALLEGIANCE by Director Swift

ROLL CALL

PRESENTATIONS

No items.

PUBLIC COMMENTS

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

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

The Agenda and Minutes are now available through the Internet at www.ocfa.org. 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.

MINUTES

No items.

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.

1. Monthly Investment Reports

Submitted by: Patricia Jakubiak, Treasurer

Recommended Action:

Receive and file the reports.

2. Sole Source Vendor for OCFA Helicopter Pilot Training

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Actions:

1. Approve the sole source selection of Flight Safety International Inc.
2. Authorize the purchasing manager to issue a purchase order to Flight Safety International in the amount of \$30,500 for the Bell 412EP Initial Training Course for a newly hired OCFA Fire Pilot.
3. Authorize the purchasing manager to issue a purchase order to Flight Safety International in the amount of \$17,100 for the OCFA's existing Fire Pilot to attend recurrent training in April, 2014.
4. Authorize five annual renewals of a single purchase order to Flight Safety International for required annual retraining of the OCFA's three Fire Pilots, covering the period of FY 2014/15 – 2018/19, with a base year cost of \$51,300 (\$17,100 x 3) and annual cost increases not-to-exceed CPI.

3. Sole Source Vendor for Emergency Medical Services Consultant

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

Recommended Actions:

1. Approve the sole source selection of Darlene Gidley.
2. Authorize the Purchasing Manager to issue a purchase order to Darlene Gidley for \$48,125.

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

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

Recommended Action:

Approve and authorize the Fire Chief to execute an Amendment to the Lease Agreement with the City of Costa Mesa to extend the lease for the use of two 2003 Leader Type III paramedic vans.

END OF CONSENT CALENDAR**DISCUSSION CALENDAR****5. Executive Committee Meeting Options**

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

Recommended Actions:

1. Direct staff to prepare an amendment to the Board Rules of Procedure for consideration at the Board of Directors meeting of January 23, 2014, to change the meeting time of the Claims Settlement Committee from 5:30 p.m. to 5:00 p.m. and the Executive Committee meeting from 6:00 p.m. to 5:30 p.m.
2. Discuss options regarding the frequency of Executive Committee meetings and provide direction to staff to pursue one of the following options:
 - a. Increase frequency of meetings to bimonthly, to occur on the second and fourth Thursday of every month.
 - b. Continue meeting monthly and direct staff to schedule additional Special Meetings when needed to accommodate higher volume of agenda items, or to accommodate individual agenda items likely to require a greater amount of time for discussion.

REPORTS

No items.

COMMITTEE MEMBER COMMENTS**CLOSED SESSION**

No items.

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, January 23, 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 Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 5th day of December 2013.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, January 8, 2014, 12 noon
Claims Settlement Committee Meeting	Thursday, January 23, 2014, 5:30 p.m.
Executive Committee Meeting	Thursday, January 23, 2014, 6:00 p.m.
Board of Directors Meeting	Thursday, January 23, 2014, 6:30 p.m.

CONSENT CALENDAR - AGENDA ITEM NO. 1
EXECUTIVE COMMITTEE MEETING
December 11, 2013

TO: Executive 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:

Since the Budget and Finance Committee was dark in December, no prior committee action was taken on this item; however, the Monthly Investment Reports were forwarded to members of the Budget and Finance Committee for review.

Recommended Action:

Receive and file the reports.

Background:

Attached is the final monthly investment report for the month ended October 31, 2013. A preliminary investment report as of November 22, 2013, is also provided as the most complete report that was available at the time this agenda item was prepared.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Patricia Jakubiak, Treasurer

Triciajakubiak@ocfa.org

(714) 573-6301

Attachments:

Final Investment Report – October 2013/Preliminary Report – November 2013

Orange County Fire Authority Monthly Investment Report



Final Report – October 2013

Preliminary Report – November 2013



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

October 31, 2013



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of October 2013, the size of the portfolio decreased by \$14.4 million to \$105.9 million. Major receipts for the month included a cash contract payment, a property tax apportionment, and various charges for current services and intergovernmental agency payments totaling \$5.8 million. Significant disbursements for the month included primarily biweekly payrolls. The portfolio's balance is expected to stay about the same in November.

In October, the portfolio's yield to maturity (365-day equivalent) increased by 4 basis points to 0.38%. The effective rate of return, on the other hand, decreased by 1 basis point to 0.35% for the month, and stayed unchanged at 0.34% for the fiscal year to date. The average maturity of the portfolio lengthened by 25 days to 308 days to maturity.

Economic News

The U.S. economic activity continued to stay at a moderate pace and mixed in October 2013 while consumer confidence appeared to be affected directly by the government shutdown in early October. On the upside, the October employment report came in stronger than expected. There were a total of 204,000 new jobs added for the month while a much lower number had been forecasted for the October payroll. Unemployment, on the other hand, edged up by a notch to 7.3%, largely affected by the temporary layoff due to the government shutdown. Both the manufacturing and the non-manufacturing sectors increased slightly in October. Retail sales surprisingly came in better than expected, despite both the Conference Board Consumer Confidence and the University of Michigan Consumer Sentiment measures dropped noticeably for the month. In addition, existing home sales, industrial production, and durable goods orders, all declined in October. On October 30, 2013, at the second day of its scheduled meeting, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at a target range of 0 – 0.25%. The Committee's outlook on the economy remained largely unchanged. As a result, it reaffirmed its commitment to continue its asset purchasing program for now.



BENCHMARK COMPARISON AS OF OCTOBER 31, 2013

<i>3 Month T-Bill:</i> 0.05%	<i>1 Year T-Bill:</i> 0.12%
<i>6 Month T-Bill:</i> 0.08%	<i>LAIF:</i> 0.27%
<i>OCFA Portfolio:</i> 0.35%	

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>	\$105,949,618	\$120,299,648	\$92,990,864
<i>Yield to Maturity (365 day)</i>	0.38%	0.34%	0.30%
<i>Effective Rate of Return</i>	0.35%	0.36%	0.34%
<i>Days to Maturity</i>	308	283	193



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
October 31, 2013

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	6,377,202.21	6,377,202.21	6,377,202.21	6.05	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	4,000,000.00	3,998,280.00	3,999,342.22	3.80	89	74	0.080	0.081
Federal Agency Coupon Securities	45,000,000.00	44,824,770.00	45,004,748.00	42.71	1,292	715	0.573	0.581
Local Agency Investment Funds	50,000,000.00	50,028,366.00	50,000,000.00	47.45	1	1	0.262	0.266
Investments	105,377,202.21	105,228,618.21	105,381,292.43	100.00%	556	308	0.372	0.378
Cash								
Passbook/Checking (not included in yield calculations)	1,049,025.22	1,049,025.22	1,049,025.22		1	1	0.000	0.000
Total Cash and Investments	106,426,227.43	106,277,643.43	106,430,317.65		556	308	0.372	0.378

Total Earnings	October 31 Month Ending	Fiscal Year To Date
Current Year	34,702.88	148,223.81
Average Daily Balance	115,207,306.91	129,434,829.48
Effective Rate of Return	0.35%	0.34%

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

Patricia Jakubiak
 Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 106,430,317.65
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ (480,699.41)
Total	\$ 105,949,618.24

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

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	High Mark 100% US Treasury MMF			6,377,202.21	6,377,202.21	6,377,202.21	0.001	0.001	1	
Subtotal and Average			15,363,200.03		6,377,202.21	6,377,202.21	6,377,202.21		0.001	1	
Commercial Paper Disc. -Amortizing											
36959JAE3	810	GEN ELEC CAP CRP		10/17/2013	4,000,000.00	3,998,280.00	3,999,342.22	0.080	0.081	74	01/14/2014
Subtotal and Average			1,935,135.48		4,000,000.00	3,998,280.00	3,999,342.22		0.081	74	
Federal Agency Coupon Securities											
3133ECBT0	799	Federal Farm Credit Bank (Callable anytime)		12/28/2012	9,000,000.00	9,000,270.00	9,000,000.00	0.375	0.375	602	06/26/2015
3133ECM76	809	Federal Farm Credit Bank (Callable anytime)		04/25/2013	9,000,000.00	8,966,250.00	8,994,788.02	0.400	0.424	903	04/22/2016
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	5,976,900.00	6,000,000.00	1.000	0.981	1,377	08/09/2017
3133813R4	800	Fed Home Loan Bank (Callable 11-9-13)		12/20/2012	9,000,000.00	8,885,430.00	9,011,854.01	1.000	0.818	8	11/09/2017
313382DC4	803	Fed Home Loan Bank (Callable anytime)		03/15/2013	12,000,000.00	11,995,920.00	11,998,105.97	0.470	0.477	857	03/07/2016
Subtotal and Average			45,004,749.38		45,000,000.00	44,824,770.00	45,004,748.00		0.581	715	
Federal Agency Disc. -Amortizing											
Subtotal and Average			2,903,196.77								
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			50,000,000.00	50,028,366.00	50,000,000.00	0.266	0.266	1	
Subtotal and Average			50,001,025.25		50,000,000.00	50,028,366.00	50,000,000.00		0.266	1	
Total and Average			115,207,306.91		105,377,202.21	105,228,618.21	105,381,292.43		0.378	308	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
October 31, 2013

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	764,025.22	764,025.22	764,025.22		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							1
Total Cash and Investments			115,207,306.91		106,426,227.43	106,277,643.43	106,430,317.65		0.378	308

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

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

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				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(11/01/2013 - 11/01/2013)	6 Maturities	0 Payments	57,426,227.43	53.96%	57,426,227.43	57,454,593.43
Aging Interval:	1 - 30 days	(11/02/2013 - 12/01/2013)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	31 - 60 days	(12/02/2013 - 12/31/2013)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	61 - 91 days	(01/01/2014 - 01/31/2014)	1 Maturities	0 Payments	4,000,000.00	3.76%	3,999,342.22	3,998,280.00
Aging Interval:	92 - 121 days	(02/01/2014 - 03/02/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	(03/03/2014 - 04/02/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(04/03/2014 - 05/03/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(05/04/2014 - 08/02/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(08/03/2014 - 11/01/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(11/02/2014 - 10/31/2016)	3 Maturities	0 Payments	30,000,000.00	28.18%*	29,992,893.99	29,962,440.00
Aging Interval:	1096 - 1825 days	(11/01/2016 - 10/31/2018)	2 Maturities	0 Payments	15,000,000.00	14.10%	15,011,854.01	14,862,330.00
Aging Interval:	1826 days and after	(11/01/2018 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			12 Investments	0 Payments		100.00	106,430,317.65	106,277,643.43

*The OCFA's Investment Policy calls for this category not to exceed 25% of portfolio. This technical non-compliance was caused by the seasonally declining and fluctuating portfolio's balances which are typical during this time of year.



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2013 includes an increase of \$13,660 to the LAIF investment and a decrease of \$(494,359) 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 October 31, 2013, OCFA has \$50,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of September 30, 2013 is 1.00056732. When applied to OCFA's LAIF investment, the fair value is \$50,028,366 or \$28,366 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 October 31, 2013 is included on the following page.

**State of California
Pooled Money Investment Account
Market Valuation
10/31/2013**

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 14,731,308,772.98	\$ 14,745,385,500.00	NA
Notes	\$ 17,163,407,881.37	\$ 17,186,064,500.00	\$ 14,708,355.50
Federal Agency:			
SBA	\$ 564,147,634.48	\$ 559,197,034.43	\$ 536,447.36
MBS-REMICs	\$ 154,218,287.19	\$ 166,976,430.23	\$ 735,650.40
Debentures	\$ 1,574,993,399.51	\$ 1,572,866,800.00	\$ 5,285,242.50
Debentures FR	\$ -	\$ -	\$ -
Discount Notes	\$ 1,998,251,708.35	\$ 1,999,631,000.00	NA
GNMA	\$ -	\$ -	\$ -
IBRD Debenture	\$ 549,990,597.01	\$ 550,182,500.00	\$ 929,514.00
IBRD Deb FR	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ 400,000,000.00	\$ 400,025,400.00	\$ 397,415.00
Bank Notes	\$ -	\$ -	\$ -
CDs and YCDs	\$ 6,375,000,000.00	\$ 6,372,788,322.74	\$ 3,087,444.44
Commercial Paper	\$ 1,624,688,958.36	\$ 1,624,857,944.45	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 4,499,140,000.00	\$ 4,499,140,000.00	NA
AB 55 & GF Loans	\$ 7,186,329,649.37	\$ 7,186,329,649.37	NA
TOTAL	\$ 56,821,476,888.62	\$ 56,863,445,081.22	\$ 25,680,069.20

Fair Value Including Accrued Interest \$ 56,889,125,150.42

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



Orange County Fire Authority
Preliminary Investment Report
November 22, 2013



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
November 22, 2013

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

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	6,117,266.08	6,117,266.08	6,117,266.08	5.82	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	4,000,000.00	3,998,960.00	3,999,537.78	3.80	89	52	0.080	0.081
Federal Agency Coupon Securities	45,000,000.00	44,836,950.00	45,004,745.84	42.81	1,292	699	0.586	0.594
Local Agency Investment Funds	50,000,000.00	50,028,366.00	50,000,000.00	47.56	1	1	0.262	0.266
Investments	105,117,266.08	104,981,542.08	105,121,549.70	100.00%	557	302	0.379	0.384
Cash								
Passbook/Checking (not included in yield calculations) (See Note 4 on page 18)	-1,860,770.71	-1,860,770.71	-1,860,770.71		0	0	0.000	0.000
Total Cash and Investments	103,256,495.37	103,120,771.37	103,260,778.99		557	302	0.379	0.384

Total Earnings	November 22 Month Ending	Fiscal Year To Date
Current Year	24,886.79	173,110.60
Average Daily Balance	107,565,807.14	126,116,770.92
Effective Rate of Return	0.38%	0.35%

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

Patricia Jakubiak
 Patricia Jakubiak, Treasurer 11/29/13

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 103,260,778.99
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (480,699.41)
Total	\$ 102,780,079.58

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ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
November 22, 2013

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
(See Note 4 on page 18)											
SYS528	528	High Mark 100% US Treasury MMF			6,117,266.08	6,117,266.08	6,117,266.08	0.001	0.001	1	
Subtotal and Average			9,834,343.10		6,117,266.08	6,117,266.08	6,117,266.08		0.001	1	
Commercial Paper Disc. -Amortizing											
36959JAE3	810	GEN ELEC CAP CRP		10/17/2013	4,000,000.00	3,998,960.00	3,999,537.78	0.080	0.081	52	01/14/2014
Subtotal and Average			3,999,444.45		4,000,000.00	3,998,960.00	3,999,537.78		0.081	52	
Federal Agency Coupon Securities											
3133ECBT0	799	Federal Farm Credit Bank (Callable anytime)		12/26/2012	9,000,000.00	9,000,090.00	9,000,000.00	0.375	0.375	580	06/26/2015
3133ECM76	809	Federal Farm Credit Bank (Callable anytime)		04/25/2013	9,000,000.00	8,977,320.00	8,994,916.71	0.400	0.424	881	04/22/2016
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	5,979,720.00	6,000,000.00	1.000	0.981	1,355	08/09/2017
3133813R4	800	Fed Home Loan Bank (Callable 12-9-13)		12/20/2012	9,000,000.00	8,879,580.00	9,011,673.91	1.000	0.883	16	11/09/2017
313382DC4	803	Fed Home Loan Bank (Callable anytime)		03/15/2013	12,000,000.00	12,000,240.00	11,998,155.22	0.470	0.477	835	03/07/2016
Subtotal and Average			45,004,746.87		45,000,000.00	44,836,950.00	45,004,745.84		0.584	699	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			50,000,000.00	50,028,366.00	50,000,000.00	0.266	0.266	1	
Subtotal and Average			48,727,272.73		50,000,000.00	50,028,366.00	50,000,000.00		0.266	1	
Total and Average			107,565,807.14		105,117,266.08	104,981,542.08	105,121,549.70		0.384	302	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
November 22, 2013

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	-2,145,770.71	-2,145,770.71	-2,145,770.71	(See Note 4 on page 18)	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							0
Total Cash and Investments			107,565,807.14		103,256,495.37	103,120,771.37	103,260,778.99		0.384	302

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of November 23, 2013

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

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				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(11/23/2013 - 11/23/2013)	6 Maturities	0 Payments	54,256,495.37	52.54%	54,256,495.37	54,284,861.37
Aging Interval:	1 - 30 days	(11/24/2013 - 12/23/2013)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	31 - 60 days	(12/24/2013 - 01/22/2014)	1 Maturities	0 Payments	4,000,000.00	3.87%	3,999,537.78	3,998,960.00
Aging Interval:	61 - 91 days	(01/23/2014 - 02/22/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	92 - 121 days	(02/23/2014 - 03/24/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	(03/25/2014 - 04/24/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(04/25/2014 - 05/25/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(05/26/2014 - 08/24/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(08/25/2014 - 11/23/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(11/24/2014 - 11/22/2016)	3 Maturities	0 Payments	30,000,000.00	29.05% *	29,993,071.93	29,977,650.00
Aging Interval:	1096 - 1825 days	(11/23/2016 - 11/22/2018)	2 Maturities	0 Payments	15,000,000.00	14.54%	15,011,673.91	14,859,300.00
Aging Interval:	1826 days and after	(11/23/2018 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			12 Investments	0 Payments		100.00	103,260,778.99	103,120,771.37

*The OCFA's Investment Policy calls for this category not to exceed 25% of portfolio. This technical non-compliance was caused by the seasonally declining and fluctuating portfolio's balances which are typical during this time of year.



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2013 includes an increase of \$13,660 to the LAIF investment and a decrease of \$(494,359) 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. 2
EXECUTIVE COMMITTEE MEETING
December 11, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: David Thomas, Assistant Chief
Operations Department

SUBJECT: **Sole Source Vendor for OCFA Helicopter Pilot Training**

Summary:

This item is submitted for approval of a Sole Source vendor/purchase order with Flight Safety International for new pilot initial full motion simulator training in Bell 412EP.

Recommended Actions:

1. Approve the sole source selection of Flight Safety International Inc.
2. Authorize the purchasing manager to issue a purchase order to Flight Safety International in the amount of \$30,500 for the Bell 412EP Initial Training Course for a newly hired OCFA Fire Pilot.
3. Authorize the purchasing manager to issue a purchase order to Flight Safety International in the amount of \$17,100 for the OCFA's existing Fire Pilot to attend recurrent training in April 2014.
4. Authorize five annual renewals of a single purchase order to Flight Safety International for required annual retraining of the OCFA's three Fire Pilots, covering the period of FY 2014/15 – 2018/19, with a base year cost of \$51,300 (\$17,100 x 3) and annual cost increases not-to-exceed CPI.

Background:

In October and November of this year, OCFA hired two new pilots to fill vacant positions within the Air Operations Section. Our aviation insurance underwriters require that each of our pilots attend a factory approved initial and annual recurrent training course. The only Bell Helicopter Textron approved initial training course for the Bell 412EP is conducted by Flight Safety International located in Dallas Texas. Flight Safety International operates the only Bell 412EP full-motion flight simulators approved by Bell Helicopters and the United States Federal Aviation Administration.

Flight Safety International offers comprehensive, professional training for Bell helicopters at their Dallas Fort Worth training facility. Flight Safety provides factory-authorized training on the Bell 212, Bell 412 and Bell 430. Flight Safety's highly qualified and experienced instructors, advanced-technology flight simulators and integrated training systems help ensure proficiency and safety. Flight Safety's day-to-day working relationship with the manufacturer provides our pilots with access to the latest technical information and service bulletins. This also ensures that new equipment is continually added to the simulators.

In November 2013, our first newly hired Fire Pilot was sent to Flight Safety International for initial training at a cost of \$29,000. This purchase order was issued under the Fire Chief's authority to approve a sole source professional service of less than \$50,000. On January 15, 2014, our second newly hired Fire Pilot will be sent to Flight Safety International for initial flight training at a cost of \$30,500. In April 2014, our third Fire Pilot will attend annually required recurrent training at Flight Safety International at a cost of \$17,100. Since the combination of these three purchase orders will exceed management's authorized threshold of \$50,000, staff is seeking Executive Committee approval.

Sole Source Justification:

Approval of a Sole Source Vendor contract is warranted because Flight Safety International is the only vendor authorized by Bell Helicopter Textron to perform the training for that aircraft. No other company in the United States has the equipment or approvals to conduct training or provide certification in that make and model helicopter.

Impact to Cities/County:

None.

Fiscal Impact:

The \$47,600 cost of the two purchase orders requested for the current fiscal year are funded in the existing adopted budget.

Staff Contact for Further Information:

David Thomas, Assistant Chief

Davidthomas@ocfa.org

(714) 573-6012

Jon Jones, Division Chief

Jonjones@ocfa.org

(714) 891-8239

Attachments:

None.

CONSENT CALENDAR – AGENDA ITEM NO. 3
EXECUTIVE COMMITTEE MEETING
December 11, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Sole Source Vendor for Emergency Medical Services Consultant**

Summary:

This item is submitted for approval of a Sole Source vendor purchase order for a professional services contract with Darlene Gidley who will work directly with OCFA staff and General Counsel as the Emergency Medical Services Consultant on the 2014 9-1-1 Emergency Ambulance Requests for Proposal (RFP) project.

Recommended Actions:

1. Approve the sole source selection of Darlene Gidley.
2. Authorize the Purchasing Manager to issue a purchase order to Darlene Gidley for \$48,125.

Background:

During the summer of 2004, the OCFA and its partner jurisdictions awarded Emergency Ambulance Contracts for the nineteen Exclusive Operating Areas (EOA's) located within the OCFA's jurisdiction. The new contracts were effective September 1, 2004, for an initial term of five years (through 2009) and with an option to extend the agreements for an additional five years (through 2014). Ten EOA's were rebid and awarded contracts in 2009. Currently, all 19 ambulance contracts are set to expire in September, 2014 and the Phase 1 RFP for those jurisdictions is anticipated to be issued in January, 2014.

Sole Source Justification

Darlene Gidley retired from the Orange County Health Care Agency Emergency Medical Services as the Program Director. Ms. Gidley possesses unique knowledge, expertise and experience in the area of Emergency Medical Services, specifically 9-1-1 emergency ambulance contracts. She spent 19 years with the Los Angeles County Health Care Agency and an additional 10 years with the Orange County Health Care Agency. Ms. Gidley was involved in the 2004 OCFA 9-1-1 Emergency Ambulance RFP process, responsible for overall project oversight, as the Orange County HCA representative, to ensure the process remained competitive. In 2008, Ms. Gidley joined the OCFA team as a consultant tasked with helping develop, issue, evaluate and award nine 9-1-1 ambulance contracts. Ms. Gidley's primary responsibility in 2008, as an independent member of the OCFA team, was to ensure the integrity of the competitive process. She has significant experience dealing with ambulance providers, regulatory provisions, overseeing 9-1-1 ambulance RFP's and contract implementation, and is aware of the early concerns with the OCFA's current process and vendor selection.

Ms. Gidley's role would be to augment existing staff on the ambulance project. In conjunction with OCFA staff, legal counsel, and County of Orange EMS, her responsibilities would be:

- Review and make recommended changes to the existing RFP/grading criteria/contract
- Participate in project team meetings
- Facilitate the RFP pre-bid meetings/conferences
- Coordinate issuance of RFP
- Form the independent RFP evaluation panel
- Provide periodic updates to OCFA staff

All of Ms. Gidley's work will be reviewed with OCFA's general counsel and staff prior to issuance to any outside jurisdiction (other than correspondence between OCFA and OCFA via the 2014 OCFA ambulance RFP email group) or potential bidders. The process has a significant amount of oversight and involvement with the County EMS Agency.

The proposed cost for Ms. Gidley's services is not to exceed \$48,125. Her unique experience and knowledge of the OCFA ambulance RFP process will allow Ms. Gidley to immediately begin working on the project. The addition of Ms. Gidley to the ambulance RFP team will reduce the staff time committed to the project by 200-300 hours and provide the external oversight to the process that staff presented to the Board of Directors in October. Ms. Gidley's hourly rate is \$175 and we anticipate a total of 275 hours for this project, amounting to a total cost of \$48,125. OCFA will not be charged for travel or reimbursable costs.

Impact to Cities/County:

The proposed RFP process will allow for competition among providers and facilitate delivery of quality 9-1-1 emergency ambulance services for our member agencies.

Fiscal Impact:

Staff will attempt to fund the cost from savings in other budgetary line items in the FY 2013/14 Adopted Budget. In the event that staff is unable to fully absorb the cost, we will request a mid-year budget adjustment in March 2014.

Staff Contacts for Further Information:

Jim Ruane, Finance Manager/Auditor
Business Services
JimRuane@ocfa.org
(714) 573-6304

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

Attachment:

Professional Services Agreement

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 12th day of December, 2013, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Darlene Gidley, hereinafter referred to as "Consultant".

RECITALS

WHEREAS, OCFA requires the services of a Consultant for the OCFA 911 Emergency Ambulance Request for Proposal Project, hereinafter referred to as "Project"; and

WHEREAS, Consultant has submitted to OCFA a proposed Scope of Work, 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, Consultant 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 Consultant for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Consultant and Consultant 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, Consultant shall provide those services specified in the "Proposal" attached hereto as Exhibit "A." Consultant warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

Consultant 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.

Consultant shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Consultant 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 OCFA Purchasing Manager.

2. TIME FOR COMPLETION

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

Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant.

For the services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$48,125. This reflects an hourly rate of \$175 for 275 anticipated hours of work. OCFA will not be charged for travel or reimbursable costs.

3.2 Method of Payment.

In any month in which Consultant wishes to receive payment, Consultant 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 Consultant for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.3 Changes.

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

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

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant'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 Consultant's proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure.

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

4.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding 365 days from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Consultant.

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

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 Consultant and devoting sufficient time to

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

5.2 Contract Officer.

The Contract Officer shall be Jim Ruane, unless otherwise designated in writing by OCFA. It shall be the Consultant's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Consultant 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 Consultant, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Consultant 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 Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent Consultant 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. Consultant 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.

Consultant 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 Consultant's performance under this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named insured shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the

delivery of policies or certificates evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify OCFA, its Consultants, officers and employees. The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least \$1,000,000 (Personal Coverage) combined single limit coverage per occurrence and professional and general liability coverage with limits of at least \$1,000,000. Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Consultant provides claims made professional liability insurance, Consultant 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 Consultant'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 Consultant's services under this Agreement. The Consultant shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Indemnification.

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

7. RECORDS AND REPORTS

7.1 Reports.

Consultant 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.

Consultant 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 Consultant in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Consultant 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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Consultant. 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 Consultant, except that where termination is due to the fault of the Consultant 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, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant 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.

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

8.6 Termination for Default of Consultant.

If termination is due to the failure of the Consultant 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 Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

10.4 Severability.

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

10.5 Corporate Authority.

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

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

APPROVED AS TO FORM

By: _____

David E. Kendig
General Counsel

Date: _____

“CONSULTANT”

Date: _____

By: _____

Darlene Gidley

ORANGE COUNTY FIRE AUTHORITY

CONTRACTOR REQUEST

SCOPE OF WORK:

The scope of work to be performed by the Firm (Darlene Gidley) shall consist of providing input, a comprehensive review and analysis of documents, and completion of 2014 OCFA 911 Emergency Ambulance Services Contract Awards based on the Request for Proposal.

The areas which will be reviewed and addressed by the Firm in the RFP will include, but not be limited to, the following:

- Review existing RFP Phase 2 grading criteria/contract and provide input
- Work with OCFA legal counsel and OCFA staff on proposed contract revisions
- Coordinate issuance of the Phase 2 RFP
- Participate in project meetings/ community/bidder outreach
- Facilitate Phase 2 Pre-Bid submittal and mandatory meetings/conferences
- Develop ambulance contractor selection draft staff report
- Provide periodic updates to OCFA staff

In addition to conducting the tasks above, the Firm will be required to work closely with OCFA's representatives, County EMS and/or General Counsel during and after completion of the project.

PROJECTED COSTS:

Assuming a December 12, 2013 start date, the projected hours per month would be:

Timeline:	Item:	Hours:
December - January	Phase 1 Review/Release Phase 2 RFP Development / Refinement	45 hours
February – March	Phase 2 RFP Release and mandatory bidder meeting and inquiry follow up	45 hours per month = 90 hours
April – May	Phase 2 Evaluation and recommendation including: Recommendation to OCFA Board of Directors (for cities that delegated)	40 hours per month = 80 hours
June – September	Phase 2 results to the cities that retained contracting Authority	15 hours per month = 60 hours
Hourly Rate = \$175.00 x 275 hours		
Total Estimate Price \$ 48,125		

Note: The above estimates are based on the 2008 OCFA Ambulance RFP that included 10 Ambulance Service Areas (EOA's). The 2014 bid will include all 19 EOA's.

DARLENE A. Gidley, BSN, MPA

Education

2000 California State University, Long Beach
Leadership Essentials for County Managers
 Completion – June 10, 2000

1987 – 1993 California State University, Long Beach
Masters in Public Administration

1983 – 1984 California State University, Long Beach
Lifetime Community College Teaching Credential

1976 – 1980 California State University, Fullerton
Bachelor of Science in Nursing

1976 Cerritos Junior College

1971 – 1972 Long Beach City College

1965 – 1967 El Camino College
Associate of Arts, Registered Nursing

Credentials

- California Board of Registered Nurses, #182867
- Community College Teaching Credential
- Public Health Nursing Certificate

Professional Experience

1/2006-Present

EMS Consultant

- 2005-06 Prepared a plan for Patient Tracking in a disaster for the California Emergency Medical Services Authority
- 2007 Reviewed and made recommendations for ambulance rate increases for the Orange County Health Care Agency
- 2007 Authored a chapter on patient tracking for a disaster medical textbook published by the Cambridge University Press.
- 2008 Prepared and implemented a Request for Proposal for ambulance services for the Orange County Fire Authority (on-going).

- 2009 Prepared and analyzed a disaster preparedness survey of all California hospitals for the California Hospital Association
- 2011-present Consultant for Strategic Management Associates for disaster preparedness and response governmental opportunities

7/2001–8/2005 Emergency Medical Services - Orange County, CA

Director

- Planned, directed, coordinated, and evaluated all aspects of the Orange County system of emergency patient care in the manner reflective of the Board of Supervisors and the Orange county Health Care Agency mission statement.
- Recommended changes to organizational structure or program delivery systems to ensure appropriate, quality EMS services; solicited input, identified and prioritized program needs, prepared budget requests, and recommended resources allocation;
- Assisted the EMS Medical Director in formulating and recommending medical input and expertise to EMS providers; developed and implemented effective EMS policies and procedures.
- Analyzed, interpreted, and applied provisions and limitations of federal, state, and local legislation and regulations in the areas of EMS.
- Developed, implemented, and monitored an ongoing quality assurance plan to improve the field emergency management of patient care.
- Organized, coordinated the Emergency Medical Care Committee and advisory subcommittees.
- Collected, evaluated, and transmitted information to the County through oral presentations and written reports.
- Investigates complaints, concerns, and recommendations of EMS personnel, the public, and the Board of Supervisors.
- Established and implemented criteria for surveying, reviewing, designating, and approving base hospitals, paramedic receiving centers, specialty care centers, and training programs.
- Interfaced with the State EMS Authority and adjacent counties for cooperation and mutual aid.
- Made administrative and operational decisions and coordinates activities involving human resources and program support issues such as recruitment and development; employee relations; performance evaluation and incentive standards to ensure performance accountability; financial and budget planning; legislative analysis; information technology systems; operational policies and procedures; facilities and space planning.
- Responsible for bioterrorism coordination for the Orange County Health Care Agency.
- Responsible for disaster management for Orange County Health Care Agency.

3/1994–7/2001 Emergency Medical Services - Los Angeles County, CA

Assistant Director

- Administered the prehospital care program including contract development, negotiations and monitoring policy development and investigations impacting provider agencies, base hospitals and paramedic receiving hospitals.
- Managed the disaster plan and response for the Department of Health Services.
- Managed the DHS Emergency Operations Center. Coordinated the fall disaster seminar and exercise for hospitals and clinics throughout Los Angeles County.
- Provided supervision and oversight to the Regional Disaster Medical/Health Specialist for OES Region I (Los Angeles, Orange, Santa Barbara, Ventura, and San Luis Obispo counties) for mutual aid disaster response.
- Managed the Ambulance Contract program, which included the exclusive operating area program and the overflow program. Chairperson of the Ambulance Advisory Board. Responsible for the development of "Request for Proposals" for franchise ambulance contracts, revisions of the County Ambulance Ordinance, conducted hearings for ambulance operator licenses, and development and negotiations of the Overflow Ambulance Contract.
- Provided oversight of the paramedic communications system and the Department's Countywide Integrated Radio System (CWIRS).

1993–1994 Emergency Medical Services - Los Angeles County, CA

Senior EMS Program Head *(refer to description under "Assistant Director")*

1989–1993 Emergency Medical Services - Los Angeles County, CA

Senior EMS Program Head

- Assigned as Chief of Medical Alert Center, DHS' Patient Transportation and Paramedic Communication System.
- Responsible for staff of approximately 100 emergency medical technicians, patient transfer coordinators, dispatchers, and supervisors.

1985–1989 Emergency Medical Services - Los Angeles County, CA

EMS Program Head

- Responsible for auditing, monitoring, and liaison activities of the prehospital care program for Los Angeles County.
- Developed numerous policies impacting the paramedic and base hospital system.

1984–1985 Paramedic Training Institute - Los Angeles
County, CA

Senior Nursing Instructor

- Responsible for directing the primary training program for public sector paramedics.

1980–1984 Paramedic Training Institute - Los Angeles
County, CA

Nursing Instructor

- Responsible for lecturing, clinical supervision, internship guidance and coordinating of primary training programs for paramedics.

1978–1980 Reliable Nurse Registry

Critical Care Nurse

1975–1978 Coronary Care Unit, Kaiser Permanente

Critical Care Nurse

1968–1975 ED / Cardiothoracic Unit - Harbor-UCLA
Medical Center

Critical Care Nurse

1967 ED / Recovery Room

Staff Nurse

**Professional Memberships Prior to
County Government Retirement**

- Member, Hospital Bioterrorism Preparedness Planning Committee and Steering Committee
- Member, Orange County Terrorism Working Group
- Member/President, EMS Administrators Association of California
- Affiliate Member, California Fire Chiefs Association, EMS Section, Southern Division

CONSENT CALENDAR - AGENDA ITEM NO. 4
EXECUTIVE COMMITTEE MEETING
December 11, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

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

Summary:

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

Recommended Action:

Approve and authorize the Fire Chief to execute an Amendment to the Lease Agreement with the City of Costa Mesa to extend the lease for the use of two 2003 Leader Type III paramedic vans.

Background:

In early 2013, the City of Costa Mesa's Fire Department made contact with the Orange County Fire Authority regarding the availability of two Type III paramedic vans, which the OCFA was in the process of surplusing. The request was made because the Costa Mesa Fire Department was changing its EMS delivery service and adding paramedic vans into its system. The specification development, bid, and build time is well over a year and the City hopes to put two paramedic vans into service before then.

At its March 28, 2013, meeting, the Executive Committee approved a vehicle lease agreement with the City of Costa Mesa for two 2003 Leader Type III paramedic vans. The duration of this agreement is from April 1, 2013, to December 31, 2013.

The City of Costa Mesa's Fire Department is requesting an extension to the term of the lease as they have not yet received delivery of their new paramedic vans. They are requesting the lease be extended until they have received delivery and prepped the new vehicles for service.

Impact to Cities/County:

None.

Fiscal Impact:

None.

Staff Contact for Further Information:

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

Attachment:

Amendment to Lease Agreement

**AMENDMENT TO
VEHICLE LEASE AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
THE CITY OF COSTA MESA
FOR TWO TYPE III PARAMEDIC VANS**

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

This Amendment is to revise Item No. 2 of the Agreement to extend the term of the lease from December 31, 2013, until such time that the City of Costa Mesa's Fire Department takes delivery and releases its two new paramedic van units into service.

Except as amended herein, all other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date last approved by the City or OCFA.

ORANGE COUNTY FIRE AUTHORITY,
a California Joint Powers Authority

Date: _____

By: _____
Keith Richter, Fire Chief

ATTEST:

By: _____
Sherry A.F. Wentz
Clerk of the Authority

Date: _____

APPROVED AS TO FORM:

By: David Kendig
David Kendig
OCFA General Counsel

Date: 12/5/13

Date: 12/5/13

CITY OF COSTA MESA FIRE
By: Dan Stefano
Dan Stefano, Fire Chief

DISCUSSION CALENDAR - AGENDA ITEM NO. 5
EXECUTIVE COMMITTEE MEETING
December 11, 2013

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Executive Committee Meeting Options**

Summary:

This item is submitted for the Executive Committee to discuss its meeting's start times and frequency of meeting options.

Recommended Actions:

1. Direct staff to prepare an amendment to the Board Rules of Procedure for consideration at the Board of Directors meeting of January 23, 2014, to change the meeting time of the Claims Settlement Committee from 5:30 p.m. to 5:00 p.m. and the Executive Committee meeting from 6:00 p.m. to 5:30 p.m.
2. Discuss options regarding the frequency of Executive Committee meetings and provide direction to staff to pursue one of the following options:
 - a. Increase frequency of meetings to bimonthly, to occur on the second and fourth Thursday of every month.
 - b. Continue meeting monthly and direct staff to schedule additional Special Meetings when needed to accommodate higher volume of agenda items, or to accommodate individual agenda items likely to require a greater amount of time for discussion.

Background:

At the March 30, 1995, Board of Directors meeting, the Board set the Executive Committee meeting schedule as the second Thursday of each month. Subsequently, the Board established standing committees and delegated authority to the Executive Committee to conduct all business of the Authority with the exception of budget approval, labor relations, and policy matters. At this time, the Board also changed the meeting day from the second to the fourth Thursday of each month.

Should there be business of an urgent nature; the Committee always has the option of calling for a special meeting.

At its meeting of November 21, 2013, a member of the Executive Committee discussed a need to meet more often, due to the substance and number of agenda items, and requested that staff prepare an action for the Committee's consideration to meet twice a month. In addition, a member of the Board of Directors requested consideration of a change in the start time for the Executive Committee meetings, to avoid the duration of these meetings from overlapping into the scheduled start time for the Board of Director meetings.

Meeting Start Times

Currently, the Claims Settlement Committee meets at 5:30 p.m., the Executive Committee at 6:00 p.m., and the Board of Directors at 6:30 p.m. Staff is recommending a modification to begin the Claims Settlement Committee meeting at 5:00 p.m. and the Executive Committee at 5:30 p.m. This would provide an additional 30 minutes for the Executive Committee to conduct its business. On occasions when the Executive Committee meetings adjourn rapidly, the 5:00 p.m. start time would avoid a lengthy gap in time before the full Board of Directors meetings begin, for efficiency on behalf of the Committee members.

Frequency of Meetings

Currently, the Executive Committee meets monthly on the fourth Thursday of each month. In the past year, there have been two meetings which ran particularly long, overlapping into the start time for the full Board of Directors. Furthermore, it was suggested that recent projects initiated such, as the OCFA Management Analysis and Communication Strategy, may require lengthier and/or more frequent discussion amongst the Executive Committee in the coming months.

The option suggested was to increase the frequency of the Executive Committee meetings to bimonthly. An additional option could include continuing to leave the meeting schedule as monthly, but also calling for Special Meetings, on an as-needed basis.

Should the Committee choose to increase the meeting frequency to bimonthly; staff will be requesting approval to augment staff in the Clerk's Office to accommodate the additional workload. For 2014, the Board of Directors scheduled meetings on a monthly basis, due to the upcoming labor negotiation process, and the Board is also scheduled to consider implementation of a new standing Human Resources Committee that would be meeting on a regular, but yet to be determined basis. The frequency increases of these meetings will have a direct impact on the Clerk's office, which is already operating with minimal staff. Staff stands ready to make the necessary changes, if desired.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Should the Committee choose to increase the meeting frequency to bimonthly staff will be requesting approval to augment staff in the Clerk's Office to accommodate the additional workload. The cost of staff augmentation has not yet been determined, and would be requested as a follow-up action through the Budget and Finance Committee and Board of Directors. An additional fiscal impact will include: 1.) increased costs for General Counsel in preparation for, and attendance at, additional Executive Committee meetings, and 2.) payment of additional stipends.

Staff Contact for Further Information:

Sherry Wentz, Clerk of the Authority
sherrywentz@ocfa.org
(714) 573-6041

Attachments:

None.