



Orange County Fire Authority Foundation

Special Meeting Agenda

Tuesday, August 27, 2024
11:30 a.m.

OCFA Headquarters
Regional Fire Operations and Training Center
Boardroom
1 Fire Authority Road
Irvine, California 92602

Board Members

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

Staff

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

NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

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

In Person Comments at Meeting:

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

If you wish to speak, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to item being considered. Speaker Forms are available at the entryway of meeting location.

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

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

CALL TO ORDER – Chair Davert

PLEDGE OF ALLEGIANCE – Director Butterfield

ROLL CALL – Secretary Huizar

PUBLIC COMMENTS

1. CONSENT ITEMS

A. Minutes from the OCFA Foundation Board of Directors Special Meeting held on December 21, 2023

Submitted by: Maria Huizar, Secretary

Recommended Action:

Approve as submitted.

B. Minutes from the OCFA Foundation Board of Directors Special Meeting held on April 22, 2024

Submitted by: Maria Huizar, Secretary

Recommended Action:

Approve as submitted.

2. NEW BUSINESS

A. Foundation Supported Programs - Financial Status and Transfer Authorization

Presented by: Jim Ruane, Chief Financial Officer

Recommended Action:

Authorize the Foundation CFO to complete inter-program fund transfers as specified in the staff report.

B. Authorization to Award a Professional Services Contract for Management Consulting Services

Presented by: Jim Ruane, Chief Financial Officer

Recommended Action:

Authorize the Chair, Chief Financial Officer, or Chief Executive Officer to execute a professional services agreement (PSA) with Wendy Robinson Consulting in a form and content approved by the Chief Financial Officer, the Chair of the Foundation, and Foundation Legal Counsel for consulting services to strengthen the Foundation's organizational infrastructure and

strategic development. The approved PSA will include the following mandatory terms: a) An initial term of no more than six months (which may be extended by the Board at a later date); b) Termination of the PSA at the discretion of the Foundation upon Consultant's receipt of notice; and c) Hourly compensation and expenses not to exceed \$4,000 per month.

C. Appointment of Gene Hernandez to the Orange County Fire Authority Foundation
Presented by: Jim Ruane, Chief Financial Officer

Recommended Action:

Appoint Gene Hernandez to the Orange County Fire Authority Foundation.

BOARD MEMBER COMMENTS

ADJOURNMENT

**In Memory of
Thomas "Tom" Wilson**

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.6, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 24 hours prior to the meeting.

Maria D. Huizar
Secretary



Orange County Fire Authority Foundation Special Meeting Minutes

**Monday, December 21, 2023
12 noon**

**Orange County Fire Authority
Regional Fire Operations and Training Center
Boardroom**

1 Fire Authority Road
Irvine, California 92602

Doug Davert, Chair
Chris Lowe, Vice Chair
Sherri Butterfield, Director
Thomas Wilson, Director
Al Murray, Director (Absent)

Brian Fennessy, CEO
Jim Ruane, CFO
David E. Kendig, General Counsel
Maria D. Huizar, Secretary

CALL TO ORDER

The meeting was called to order at 12:02 p.m.

PLEDGE OF ALLEGIANCE

Director Wilson led the Foundation in the Pledge of Allegiance.

ROLL CALL

Director Murray was absent.

PUBLIC COMMENTS

The public offered no comments.

1. CONSENT ITEMS

A. Minutes from the OCFA Foundation Board of Directors Regular Meeting held on March 2, 2023

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

2. DISCUSSION CALENDAR

A. Update on Foundation Supported Activity and Financial Status

Chief Financial Officer Ruane provided a verbal update of activities and financial support for various programs.

On motion of Director Wilson and seconded by Director Butterfield, the Board approved by a vote of 4-0 (Director Murray absent) to:

1. Receive and file financial summary report, audited financial statements for FY 2021/22 and 2022/23 with report on review of internal controls;
2. Approve staff recommendation that the Foundation continue to provide financial support for the programs as presented, approve and authorize the Foundation CFO to reimburse the OCFA for Foundation program operating expenditures, and
3. Confirm the Foundation officer's transfer of program funds as outlined in the staff report.

B. Update on Consultant Services for OCFA Foundation Fundraising

Chief Financial Officer Ruane indicated that formal request for proposals will be released in the coming weeks and invited members of the Board to participate in the selection process.

The Board approved by acclamation to receive and file status update.

3. REPORTS

A. Orange County Bomberos Program and Line of Duty Death Memorial

Chief Financial Officer Ruane presented opportunity to join the Orange County Bomberos for sponsorship of the EMT program for underprivileged youth and purchase of plaque for line of duty death memorial by the 911 Memorial at Headquarters.

On motion of Director Lowe and seconded by Director Butterfield, the Board approved by a vote of 4-0 (Director Murray absent) to donate \$10,000 this fiscal year to the Orange County Bomberos Program through Saddleback College.

B. Update on 2024 Best and Bravest

Chief Financial Officer Ruane provided oral report.

The Board by consensus authorized to pause on providing down payment for the 2024 Best and Bravest event until a Fundraiser could be secured.

FOUNDATION MEMBERS COMMENTS

Chair Davert acknowledged and thanked Director Butterfield for articles about Fire Chief Fennessy and the most recent Fire Academy graduation in the Orange County Realtors Magazine.

ADJOURNMENT

Chair Davert adjourned the meeting at 12:33 p.m.

Maria D. Huizar, CMC
Foundation Secretary



Orange County Fire Authority Foundation Special Meeting Minutes

**Monday, April 22, 2024
12 noon**

Virtual Meeting

Doug Davert, Chair
Chris Lowe, Vice Chair
Sherri Butterfield, Director
Thomas Wilson, Director (Absent)
Al Murray, Director (Absent)

Brian Fennessy, CEO
Jim Ruane, CFO
David E. Kendig, General Counsel
Maria D. Huizar, Secretary

CALL TO ORDER

The meeting was called to order at 12:02 p.m.

ROLL CALL

Directors Murray and Wilson were absent.

PUBLIC COMMENTS

The public offered no comments.

1. BUSINESS CALENDAR

A. Update on Foundation Supported Activity and Financial Status – Best & Bravest Event

On motion of Director Lowe and seconded by Director Butterfield, the Board approved staff recommendation that the Foundation continue to fund the event as previous years (Directors Murray and Wilson absent).

FOUNDATION MEMBERS COMMENTS

No comments offered.

ADJOURNMENT

Chair Davert adjourned the meeting at 12:09 p.m.

Maria D. Huizar, CMC
Foundation Secretary

DISCUSSION CALENDAR - AGENDA ITEM NO. 2A
OCFAF BOARD OF DIRECTORS MEETING
August 27, 2024

TO: Board of Directors, Orange County Fire Authority Foundation

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

SUBJECT: Foundation Supported Programs - Financial Status and Transfer Authorization

Summary:

This agenda item is submitted to provide a preliminary fiscal year end update on the financial status of the Foundation supported programs, and authorize the CFO to complete transfers as needed from the General/Unrestricted funds.

Recommended Action:

Authorize the Foundation CFO to complete inter-program fund transfers as specified in the staff report.

Fiscal Impact:

None.

Foundation Programs Activity and Financial Summary

This past year, donations accepted by the foundation during the fiscal year, combined with available balances in the individual program and general/unrestricted account balances, were sufficient to allow operation of all Board approved programs. The most notable programs include the 2024 Best & Bravest event, which recognizes outstanding achievements by OCFA staff ranging from Reserve Firefighter to Battalion Chief, and the all-important Girls Empowerment Camp outreach program.

In order to effectively implement the programs of the Foundation, the Foundation bylaws (section 9.6.5.3) permit available unrestricted "general" purpose Foundation balance to be redistributed as needed, via inter-program transfer of funds, to cover program support costs, and due to the lead times necessary to prepare for Foundation events and programs, including procurement of related equipment and supplies. The table below provides a preliminary summary of financial activity for the fiscal year ending June 30, 2024, providing sources, uses, and balances by program. Final results will be available upon completion of the financial statements and report by the independent auditor later this year.

Foundation Sources, Support Costs, and Balances by Programs

Program - Period Ending June 30, 2024 ¹	Support Costs	Program Revenue	Program Transfers ²	Program Balance ³
Best & Bravest Event	\$135	\$3,807	\$40,355	\$42,771
Community Risk Reduction	\$8,256	\$400	\$0	\$28,969
Employee Health & Welfare - Rowing Challenge	\$6,459	\$0	\$355	(\$6,104)
Employee Health & Welfare - Other	\$0	\$0	\$1,774	\$34,742
Fire Stations	\$0	\$0	\$0	\$26,757
Toy Drive	\$15,267	\$19,375	\$710	\$6,779
Training - Girls Empowerment Camp	\$83,268	\$8,858	\$0	(\$74,410)
Training - Other	\$32,525	\$32,390	\$0	\$65,045
Unrestricted/Other Programs/Admin.	\$9,128	\$100,948	(\$43,194)	\$128,592
Total	\$155,039	\$165,779	\$0	\$253,141
Program Balances Carry-Forward				\$53,329
Grand Total - General/Unrestricted and Restricted Programs				\$306,470

¹ Preliminary, pending completion of audited financial statements² Prior Board authorized one-time and ongoing transfers³ Includes prior year carry-forward

As shown in the above table, the Rowing Challenge and Girls Empowerment Camp programs require transfers from Unrestricted/General to offset program costs. Also, now that preparations for the 2024 Girls Empowerment Camp are underway, an additional transfer of \$25,000 from Unrestricted/General is requested to cover start-up costs. After receiving future additional donations in support of the camp, a final transfer as needed to offset program costs may be recommended with the upcoming meeting for the Board's consideration of the fiscal year financial statements and report by the independent auditor (Fall 2024).

Recommendation

Foundation staff recommends that the Board authorize the CFO to transfer \$105,514 from the Unrestricted/General balance to programs Girls Empowerment Camp (\$99,410), and Employee Health & Welfare – Rowing Challenge (\$6,104).

Fiscal Impact:

No net fiscal impact.

Contact for Further Information:

Jim Ruane, OCFAF Chief
Financial Officer

JimRuane@ocfa-foundation.org

(714) 573-6801

DISCUSSION CALENDAR - AGENDA ITEM NO. 2A
OCFAF BOARD OF DIRECTORS MEETING
August 27, 2024

TO: Board of Directors, Orange County Fire Authority Foundation

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

SUBJECT: Authorization to Award a Professional Services Contract for Management Consulting Services

Summary:

This agenda item is submitted to provide Foundation staff authorization to award a professional services contract for management consulting services to Wendy Robinson Consulting.

Recommended Action:

Authorize the Chair, Chief Financial Officer, or Chief Executive Officer to execute a professional services agreement (PSA) with Wendy Robinson Consulting in a form and content approved by the Chief Financial Officer, the Chair of the Foundation, and Foundation Legal Counsel for consulting services to strengthen the Foundation's organizational infrastructure and strategic development. The approved PSA will include the following mandatory terms: a) An initial term of no more than six months (which may be extended by the Board at a later date); b) Termination of the PSA at the discretion of the Foundation upon Consultant's receipt of notice; and c) Hourly compensation and expenses not to exceed \$4,000 per month.

Background:

Since its formation in 2009, the Foundation has successfully and efficiently raised funds sufficient for supporting various programs, most notably the Girls Empowerment Camp, Spark of Love Holiday Toy Drive, Best & Bravest employee recognition event, Fire Cadet Academy, Drowning Prevention, Smoke Alarm program, and most recently, the employee Health & Welfare program. While successful, the outreach and breadth of these programs have been limited by the fundraising resources available, which have relied largely on "word of mouth," limited program promotion, and other unsolicited exposure to the Foundation's mission.

At their meeting in November 2022, the Foundation Board received a presentation of the newly launched Foundation web content and donation portal, which provides significantly improved informational content and donor management capabilities. While these development efforts have been effective, it is recognized that further development efforts requiring outside professional subject matter expert assistance would significantly boost achieving the Foundation's full potential for accomplishing its mission.

Foundation CEO Fire Chief Brian Fennessey, Chair Doug Davert, and Vice Chair Chris Lowe have identified Wendy Robinson Consulting as a consultant with the experience and resources ideally suited for furthering the Foundation's development. Wendy Robinson Consulting has a proven record of assisting similar foundations (including a fire agency foundation) in reaching their development goals. The expertise brought to the Foundation through the proposed engagement includes:

- Strengthening the organizational infrastructure of the OCFA Foundation
- Enhancing Board development and recruitment strategies
- Building sustainable corporate partnerships and grant strategies
- Developing and implementing donor engagement and management systems
- Laying the groundwork for long-term success and impact through strategic planning

The proposed Professional Services Agreement (attached) outlines the monthly goals and objectives for the next six months.

Fiscal Impact:

The OCFA Foundation would agree to pay Consultant an hourly rate capped at \$4,000 per month, not to exceed a total of \$24,000 for a six-month contract. Additional expenses must be pre-approved by the Foundation and as provided for in the Foundation Procurement Roles and Responsibilities Matrix.

Contact for Further Information:

Jim Ruane, OCFAF Chief Financial Officer

JimRuane@ocfa-foundation.org

(714) 573-6801

Attachment

Professional Services Agreement with Wendy Robinson

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

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered into this ___ day of _____, 2024, by and between the Orange County Fire Authority Foundation, a California Nonprofit Public Benefit Corporation, hereinafter referred to as “Foundation”, and Wendy Robinson Consulting, hereinafter referred to as “Firm”.

RECITALS

WHEREAS, Foundation requires the services of a qualified firm for the purpose of strengthening the organizational infrastructure and providing strategic development for the Orange County Fire Authority (OCFA) Foundation (the “Project”); and

WHEREAS, Firm has submitted to Foundation a proposal of services attached hereto as Exhibit “A” and incorporated herein by this reference (the “Firm's Proposal”); and

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

WHEREAS, Foundation desires to retain the services of Firm for the Project as described in the Firm’s Proposal.

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

AGREEMENT

1. SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Firm’s Proposal. The Scope of Services includes by reference and by addendum: (1) Firm’s Proposal, and (2) any amendments, addendums, change orders, or modifications mutually agreed upon in writing by the parties hereto. Firm represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees. Firm warrants that all services shall be performed with all due care, in accordance with all legal requirements and standards prevalent in the industry, and shall be performed to the satisfaction of the Contract Officer, so designated per Section 5.2. In the event of any inconsistency between the terms contained in the Firm’s Proposal and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Firm's Proposal shall govern, in that order.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has carefully considered how the work should be performed, and (c) fully understands any difficulties and restrictions attending performance of the work under this Agreement.

1.5 Care of Work.

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

1.6 Additional Services.

Firm shall perform services in addition to those encompassed in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding (on a cumulative basis) ten thousand dollars (\$10,000) must be approved in writing by the Contract Officer. Any greater increase must be in writing by the Foundation Board of Directors.

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the hourly rates set forth in Exhibit “A”, and for actual, reasonable and necessary out-of-pocket expenses incurred in the performance of the Scope of Services, but such compensation and expenses collectively shall not exceed \$4,000 in any calendar month, and shall not exceed \$24,000 for the initial six-month period, for the performance of the tasks in the Scope of Services.

3.1.1 Travel Time and Expenses.

The Foundation will not compensate Firm for travel time nor reimburse Firm for travel expenses, unless pre-approved by the Foundation CFO.

3.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall submit to Foundation in the form approved by Foundation, a monthly invoice for services rendered during the prior month. Foundation shall, within thirty (30) days of receipt of Firm’s invoice, pay Firm the amounts thereon which are approved by Foundation consistent with this Agreement.

3.3 Changes.

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

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

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

3.4 Appropriations.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed according to the work plan/schedule (Scope of Work) set forth in Firm's Proposal. 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 Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract 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 continue in full force and effect until the completion of all services covered by this Agreement, including any Additional Services approved in accordance with Section 1.6 above, unless the Agreement is earlier terminated in accordance with Section 8.5.

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: Wendy Robinson

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

5.2 Contract Officer.

The Contract Officer shall be Foundation CFO, Jim Ruane, unless otherwise designated in writing by Foundation. It shall be the 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 Foundation to the Contract Officer. Unless otherwise specified herein, any approval of Foundation 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 Foundation to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of Foundation. 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 Foundation.

5.4 Independent Contractor.

Neither Foundation nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein independent of Foundation and shall remain at all times as to Foundation a wholly independent contractor with only such obligations as are consistent with that role. Firm and its Principal and employees shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Foundation. Firm shall defend, indemnify and hold harmless the Foundation against any and all Claims (as defined in section 6.2 below) that Firm, its Principal, or any of its employees are agents or employees of Foundation.

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, insurance in the types and amounts, and subject to the endorsements, terms and conditions, specified in this Section 6.

6.1.1 Types and amount of Insurance.

6.1.1.1 Comprehensive General Liability and Property Damage

Comprehensive general liability insurance and property damage insurance with occurrence-based coverage of not less than \$1,000,000 per claim covering against all claims for injuries or death to persons or damages to property at all time during Firm's performance under this Agreement.

6.1.1.2 Automobile Liability

Automobile insurance coverage of not less than \$500,000 per claim covering against all claims for injuries or death to persons or damages to property at all time during Firm's performance under this Agreement.

6.1.2 Endorsements, Terms and Conditions

Prior to executing this Agreement, Firm has confirmed that its insurance will conform to the requirements of this Section 6, including but not limited to the following. Such insurance shall be maintained at Firm's sole expense.

6.1.2.1 Primary, Non-Contributing

The policies required by sections 6.1.1.1 and 6.1.1.2 shall be primary and any other insurance, deductible, or self-insurance maintained by Foundation, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

6.1.2.2 Waiver of Subrogation

Firm shall obtain endorsements from its workers' compensation insurer(s) waiving, all rights of subrogation under its workers' compensation insurance policies against the Foundation, its Board members, officials, officers, employees, agents and volunteers. In addition, Firm hereby agrees to waive of its own behalf all rights of subrogation against the Foundation, its Board members, officials, officers, employees, agents and volunteers.

6.1.2.3 Notice of Cancellation

Firm shall cause all required insurance to be kept in effect during the term of this Agreement. In addition, each policy shall provide, or be endorsed to provide, that the coverage is not to be cancelable without ten (10) days actual written notice by the insurance company to Foundation prior to any cancellation. An endorsement providing that an insurer will "endeavor" to provide such notice, or providing that such cancellation shall be effective notwithstanding the failure of such notice, will not satisfy this requirement.

6.1.2.4 Additional Insureds.

The policies required by sections 6.1.1.1 and 6.1.1.2 shall contain, or shall be endorsed to contain, provisions designating Foundation, its Board members, officials, officers, employees, agents and volunteers as additional insureds under the policies.

6.1.2.5 Approval of Coverage and Endorsements.

Endorsements and evidence of all coverage required hereunder shall be delivered to and approved by Foundation prior to commencement of the services hereunder.

Where policy provisions or endorsements are required by this Agreement, the provision of “ACORD” certificates of insurance will not be sufficient. The procuring of insurance and the delivery of policies, endorsements or certificates evidencing the same shall not be construed as a limitation of Firm’s obligation to indemnify Foundation, its Firms, officers and employees.

6.1.2.6 Acceptable Insurance Carriers.

Each form of insurance coverage shall be provided by California admitted insurers with an A.M. Best’s Key Rating of at least A-VII. Notwithstanding the foregoing, the State Compensation Insurance Fund is also an acceptable insurer for worker’s compensation insurance.

6.1.2.7 Subcontractors’ Insurance

In the event the use of subcontractors is approved by the Contract Officer, Firm shall be responsible for causing each subcontractor providing work or services related to the Scope of Services to procure and maintain the same types and amounts of insurance, and endorsements, in compliance with the terms set forth in this Section 6, including but not limited to obtaining all required endorsements for the required policies. Firm shall not allow any subcontractor to commence any work or services relating to this Scope of Services unless and until the Foundation has authorized the use of such subcontractor and Firm has provided evidence satisfactory to Foundation that the subcontractor has secured all required insurance. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that its own and each subcontractor’s insurance coverage is provided and maintained in conformity with the requirements of this Section.

6.2 Indemnification.

The Firm shall defend, indemnify and hold harmless Foundation, its Board members, officers, employees, agents, attorneys and volunteers, from and against any and all actions, suits, arbitrations, proceedings, claims, demands, losses, costs, and expenses, including legal and expert costs and attorneys’ fees (collectively referred to as “Claims”), arising from or related to: (a) injury to or death of person or persons, (b) damage to property, including property owned by Foundation, (c) breach of this Agreement, or (d) errors or omissions committed by Firm, its officers, employees, subcontractors or agents, arising out of or related to Firm’s performance under this Agreement. This indemnification under this section 6.2 shall be limited to the extent such loss is caused by the active negligence of Foundation.

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.

Except as may be required by rules of professional conduct governing Firm's profession, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of Foundation and shall be delivered to Foundation upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by Foundation of its full rights or ownership of the documents and materials hereunder, including but not limited to full and exclusive copyrights in the use of the same. Firm shall have an unrestricted right to use the concepts embodied in the documents.

7.4 Release of Documents.

All drawings, specifications, opinions, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract 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 Foundation shall be deemed a waiver or render unnecessary Foundation's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

Foundation reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Firm. Such written notice of termination may be communicated via email. 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 consistent with this Agreement prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement upon thirty (30) days written notice to Foundation in the event of non-payment of undisputed amounts for services which non-payment is uncured within ten (10) days of written demand therefore.

8.6 Termination for Default of Firm.

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

8.7 Attorneys' Fees.

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

9. FOUNDATION OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of Foundation Officers and Employees.

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

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, gender, marital status, national origin, or ancestry. Firm shall take affirmative action to ensure that applicants and employees are not discriminated against on the basis of their race, color, creed, religion, gender, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

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

10.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either emailed or 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 FOUNDATION:

Orange County Fire Authority Foundation

Email: OCFAFoundation@ocfa.org

WITH COPY TO:

David E. Kendig, Legal Counsel

Woodruff & Smart, APC

555 Anton Blvd. Suite 1200

Costa Mesa, CA 92626

Email: dkendig@woodruff.law

TO FIRM:

Wendy Robinson Consulting

Email: wsrobinson711@gmail.com

10.2 Integrated Agreement.

This Agreement contains all of the agreements of the parties, and no prior written or oral statements not a part hereof shall constitute or be used in the interpretation hereof.

10.3 Amendment.

Except as expressly provided herein, this Agreement cannot be amended or modified except by written agreement signed by both parties.

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.

“Foundation”

**ORANGE COUNTY FIRE AUTHORITY
FOUNDATION**

Date: _____

By: _____
Doug Davert, Chair

APPROVED AS TO FORM.

By: _____

David E. Kendig
Legal Counsel

Date: _____

“FIRM”

Wendy Robinson Consulting

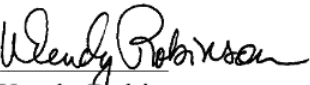
By: 
Wendy Robinson

EXHIBIT A

SCOPE OF SERVICES Consulting Services Proposal Wendy Robinson Consulting

Project Title: Strengthening Organizational Infrastructure and Strategic Development for the Orange County Fire Authority (OCFA) Foundation

Project Goals:

- Strengthen the organizational infrastructure of the OCFA Foundation.
- Enhance Board development and recruitment strategies.
- Build sustainable corporate partnerships and grant strategies.
- Develop and implement donor engagement and management systems.
- Lay the groundwork for long-term success and impact through strategic planning.

Month 1: Initiation and Assessment

- **Conduct Meetings:** Conduct meetings with the Board of Directors and key stakeholders; review existing documents, reports, and relevant data.
 - Deliverable: Meeting notes and summary report.
- **Organizational Assessment:** Evaluate current Board structure, fundraising strategies, and corporate engagement practices; identify unmet needs from OCFA.
 - Deliverable: Organizational assessment summary.

Month 2: Building the Foundation

- **Board Development and Recruitment:** Develop a Board recruitment plan.
 - Deliverable: Board recruitment plan.
- **Corporate Partnership Research:** Create a list of potential corporate partners; research their CSR initiatives and alignment with the foundation's mission.
 - Deliverable: Corporate partnership research report.
- **Grant Opportunities:** Research and compile a list of potential grants; categorize grants by deadlines, eligibility, and requirements.
 - Deliverable: Grant opportunities report.
- **Donor Database Development:** Select and implement donor management software; begin initial setup and customization of the database; ensure data accuracy and completeness by cross-referencing with existing records.
 - Deliverable: Donor database development report.

Month 3: Strategic Planning and Outreach

- **Corporate Partnership Outreach:** Develop a proposal template tailored to corporate partners; initiate contact with identified corporate partners.

- Deliverable: Corporate partnership proposal template and outreach report.
- Board Recruitment: Reach out to potential Board members identified in the recruitment plan; schedule meetings and interviews to gauge interest and fit.
 - Deliverable: Board recruitment progress report.
- Grant Writing: Start drafting grant proposals based on research; submit applications for grants with near-term deadlines.
 - Deliverable: Submitted grant proposals and tracking report.
- Donor Engagement: Develop and launch a donor newsletter; draft year-end fundraising campaign.
 - Deliverable: Donor newsletter and campaign plan.

Month 4: Strengthening Relationships

- Corporate Partner Development: Schedule meetings and presentations with corporate partners; formalize partnerships through MOUs or sponsorship agreements.
 - Deliverable: Corporate partnership agreements and meeting summaries.
- Grant Management: Track submitted grant applications and follow up as necessary; begin preparing for upcoming grant deadlines.
 - Deliverable: Grant application tracking report.
- Public Relations and Marketing: Develop press releases and media pitches to highlight new partnerships and initiatives; enhance social media presence with regular updates and engagement.
 - Deliverable: Press releases, media pitches, and social media engagement report.

Month 5: Program Evaluation and Adjustment

- Program Evaluation: Review the success of board recruitment and corporate partnership efforts; analyze the response to grant applications and adjust strategies as needed.
 - Deliverable: Program evaluation report.
- Board Development: Conduct a mid-term review with the board of directors; research additional training or workshops to strengthen board capacity and involvement.
 - Deliverable: Mid-term review report.
- Data Analysis and Reporting: Generate reports from the donor database to assess progress; present findings and recommendations to the board.
 - Deliverable: Data analysis report and presentation materials.

Month 6: Consolidation and Future Planning

- Final Reporting: Prepare a comprehensive report summarizing activities, achievements, and lessons learned; present the report to the board of directors.
 - Deliverable: Final report and presentation.
- Sustainability Planning: Identify key priorities and resource needs for the next 12 months.
 - Deliverable: Key priority report.

DISCUSSION CALENDAR - AGENDA ITEM NO. 2A
OCFAF BOARD OF DIRECTORS MEETING
August 27, 2024

TO: Board of Directors, Orange County Fire Authority Foundation

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

SUBJECT: Appointment of Gene Hernandez to the Orange County Fire Authority Foundation

Summary:

This report recommends the appointment of Gene Hernandez, a former member of the Orange County Fire Authority (OCFA), to serve on the OCFA Foundation.

Recommended Action:

Appoint Gene Hernandez to the Orange County Fire Authority Foundation.

Background:

The OCFA Foundation plays a vital role in advancing the mission of the Orange County Fire Authority by raising funds for critical programs, acquiring essential equipment, and supporting community outreach efforts. The OCFA Foundation Board of Directors is served by individuals with strong community ties and a deep commitment to public service.

Mr. Thomas “Tom” Wilson, who had been a dedicated member of the Board since its inception, served faithfully until his passing on July 17, 2024. As the Foundation looks to fill this important position, Mr. Gene Hernandez has expressed interest in being considered for the vacancy. With a long history of dedicated service to the Orange County Fire Authority, Mr. Hernandez’s leadership and unwavering commitment to public safety have been pivotal in shaping the OCFA’s policies and operations. His deep understanding of the organization’s mission, along with his extensive experience in community engagement and philanthropy, makes him a strong candidate for this role. Mr. Hernandez’s appointment would significantly contribute to the Foundation’s efforts to further enhance community safety and continue supporting the OCFA's mission.

Fiscal Impact:

There is no direct fiscal impact associated with this appointment.

Contact for Further Information:

Jim Ruane, OCFAF Chief Financial
Officer JimRuane@ocfa.org
(714) 573-6801

Attachments

None