



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, September 25, 2014

6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

Unless legally privileged, all supporting documentation and any writings or documents provided to a majority of the Board of Directors 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 Board, 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 Board. 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 Ken Krikac

PLEDGE OF ALLEGIANCE by Director Johnson

ROLL CALL

PRESENTATIONS

1. **Requests for Commendations and Proclamations**

Submitted by: Sherry Wentz, Clerk of the Authority

- A. Presentation of Certificate of Achievement to the Business Services Department – Finance Division, Orange County Fire Authority for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA) for its Comprehensive Annual Financial Report (CAFR).
- B. Presentation of National Procurement Institute’s Annual Achievement of Excellence in Procurement Award for 2014.

Recommended Action:

Approve requests as submitted and make presentations to those present.

2. **Presentations**

- A. **Public Safety Systems Update by Assistant Chief Brian Stephens**
This will be a brief oral presentation to update the Board on the recent go-live launch of the new Computer Aided Dispatch (CAD) System.
- B. **California Fire Museum by Vice President Don Croucher**
This will be a brief oral presentation to introduce and educate the Board on the organization and its mission.

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 Board on items within the Board’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 Board as a whole, and do not engage in dialogue with individual Board 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 Board of Directors meeting.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

MINUTES

- 3. Minutes from August 28, 2014, Regular Board of Directors Meeting**
Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:
 Approve as submitted.

CONSENT CALENDAR

- 4. Rebudget of FY 2013/14 Uncompleted Projects**
Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:
 Authorize the following budget adjustments:

Fund	Increase Revenue	Increase Appropriations	Appropriate Fund Balance
121	\$567,420	\$690,809	\$123,389
12270	872,780	861,300	
123	4,056,050	5,749,437	1,693,387
124		6,753,008	6,753,008
133	643,106	5,807,347	5,164,241
171		216,213	216,213

- 5. Amendments to Board Rules of Procedure Regarding the Human Resources Committee and the Claims Settlement Committee**
Submitted by: Jeremy Hammond, Human Resources Director

Recommended Action:
 Adopt the proposed Resolution to add the Chair of the Human Resources Committee to the membership of the Claims Settlement Committee and identify the regular meeting date and time of the Human Resources Committee.

- 6. Ratify Appointment to Executive Committee**
Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:
 Ratify the appointment of Trish Kelley to the Executive Committee as a Structural Fire Fund Alternate.

7. Secured Fire Protection Agreement with 360 Irvine, LLC, a California Corporation, Related to the 360 Fusion Apartments Development, Tract 17614, in the City of Irvine

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

Recommended Actions:

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with 360 Irvine, LLC, related to the 360 Fusion Apartments Development, Tract 17614, in the City of Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange and furnish to 360 Irvine, LLC, a copy of the conformed document within fifteen days of recordation.

8. Secured Fire Protection Agreement with Taylor Morrison of California, LLC, Related to the Camden Square Development, Tract 17439, in the City of Lake Forest

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

Recommended Actions:

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with Taylor Morrison of California, LLC, related to the Camden Square Development, Tract 17439, in the City of Lake Forest.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange and furnish to Taylor Morrison of California, LLC, a copy of the conformed document within fifteen days of recordation.

9. Award of Contract and Approval of Plans and Specifications for Renovation of Santa Ana Fire Stations

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

Recommended Actions:

1. Approve the plans and specifications for the facilities upgrade for OCFA Santa Ana Fire Stations 72, 73, 74, 75, 76, and 78.
2. Accept the Plyco Corp. bid of August 27, 2014.
3. Approve and award the public works contract to Plyco Corp. in the amount of \$714,630.
4. Authorize a contingency fund of \$145,188 from the Community Development Block Grant (CDBG) of \$859,818 allocated for the fire station upgrades.
5. Approve and authorize the Purchasing Manager to amend the proposed Contractor Services Agreement with Plyco Corp., and if sufficient funds are available after completion of Fire Stations 72, 74, 75, and 76, to add back the project scopes for Fire Station 73, and/or Fire Station 78.

10. Resolution Reaffirming Approval of the Second Amendment to the Amended Joint Powers Authority Agreement

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

Recommended Actions:

1. Approve the form of the proposed Resolution making findings related to approval of the Second Amendment to the Amended Orange County Fire Authority Joint Powers Agreement.
2. Direct staff to submit the final Resolution to the OCFA's member agencies for consideration by each member agency's governing body.

CLOSED SESSION**CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: Peter Brown, Liebert Cassidy Whitmore
Employee Organizations: Orange County Professional Firefighters' Association,
Local 3631 and Orange County Employees Association
Authority: Government Code Section 54957.6

CS2. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Board Chair Al Murray, Board Vice Chair
Gene Hernandez, Budget, and Finance Committee Chair Randy Bressette
Unrepresented Employee: Interim Fire Chief
Authority: Government Code Section 54957.6

CS3. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Title: Fire Chief
Authority: Government Code Section 54957(b)

CLOSED SESSION REPORT**DISCUSSION CALENDAR****11. 120-Day Action Plan**

Submitted by: Jeff Bowman, Fire Chief

Recommended Action:

Receive the presentation and provide staff feedback on the proposed plan.

12. Interim Fire Chief Contract Amendment

Submitted by: Jeremy Hammond, Human Resources Director

Recommended Action:

Approve an amendment to the Interim Fire Chief contract, following closed session negotiation of the amended contract terms.

PUBLIC HEARING(S)

No items.

REPORTS

13. Chief's Report

BOARD MEMBER COMMENTS

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for October 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 Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 16th day of October 2014.

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

UPCOMING MEETINGS:

Human Resources Committee Meeting	Tuesday, October 7, 2014, 12:00 noon
Budget and Finance Committee Meeting	Wednesday, October 8, 2014, 12:00 noon
Executive Committee Meeting	Thursday, October 16, 2014, 6:00 p.m.
Claims Settlement Committee Meeting	Thursday, October 23, 2014, 5:30 p.m.
Board of Directors Meeting	Thursday, October 23, 2014, 6:00 p.m.



ORANGE COUNTY FIRE AUTHORITY

SUPPLEMENTAL AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, September 25, 2014
6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road
Irvine, CA 92602

Unless legally privileged, all supporting documentation and any writings or documents provided to a majority of the Board of Directors 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 Board, 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 Board. 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.

The following item is added to the above stated agenda in the location noted below. This item is posted in conformance with the Brown Act and is to be considered as part of the regular agenda.

PRESENTATIONS

2C. Silverado Wildland Fire Incident Overview by Assistant Chief Dave Thomas

This will be an oral report on OCFA's support associated with the recent wildland fire in the Silverado Canyon area.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Supplemental Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 19th day of September 2014.

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



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, September 25, 2014

6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

Unless legally privileged, all supporting documentation and any writings or documents provided to a majority of the Board of Directors 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 Board, 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 Board. 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 Ken Krikac

PLEDGE OF ALLEGIANCE by Director Johnson

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 Board on items within the Board'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 Board as a whole, and do not engage in dialogue with individual Board 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 Board of Directors meeting.

CONSENT CALENDAR

No items.

DISCUSSION CALENDAR

No items.

REPORTS

No items.

BOARD MEMBER COMMENTS

To be given concurrently with September regular Board of Directors meeting.

CLOSED SESSION

CS1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Name of Case: Orange County Fire Authority V. California Department of Industrial Relations, e.t. al.

Case No.: Court of Appeal Case No. G050220
OC Superior Court Case No. 30-2013-00628178

Authority: Government Code Section 54956.9(a)

CLOSED SESSION REPORT

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for October 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 Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 24 hours prior to the meeting. Dated this 24th day of September 2014.

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

UPCOMING MEETINGS:

Human Resources Committee Meeting	Tuesday, October 7, 2014, 12 noon
Budget and Finance Committee Meeting	Wednesday, October 8, 2014, 12:00 noon
Executive Committee Meeting	Thursday, October 16, 2014, 6:00 p.m.
Claims Settlement Committee Meeting	Thursday, October 23, 2014, 5:30 p.m.
Board of Directors Meeting	Thursday, October 23, 2014, 6:00 p.m.

AGENDA ITEM NO. 1

There are no supportive materials
for Presentation Item Nos. 1A-B

AGENDA ITEM NO. 2

There are no supportive materials
for Presentation Item Nos. 2A-B

MINUTES

ORANGE COUNTY FIRE AUTHORITY

Board of Directors Regular Meeting
Thursday, August 28, 2014
6:00 P.M.

Regional Fire Operations and Training Center Board Room
1 Fire Authority Road
Irvine, CA 92602-0125

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on August 28, 2014, at 6:05 p.m. by Chair Al Murray.

INVOCATION

Chaplain Ken Krikac offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Joseph Aguirre, Placentia
Bob Baker, San Clemente
Dore Gilbert, Alternate, Laguna Hills
Noel Hatch, Laguna Woods
Robert Johnson, Cypress
Warren Kusumoto, Los Alamitos
Kathryn McCullough, Lake Forest
David Shawver, Stanton
Todd Spitzer, County of Orange
Tri Ta, Westminster
Steven Weinberg, Dana Point

Sam Allevato, San Juan Capistrano
Carol Gamble, Rancho Santa Margarita
Gerard Goedhart, La Palma
Gene Hernandez, Yorba Linda
Trish Kelley, Mission Viejo
Jeffrey Lalloway, Irvine
Al Murray, Tustin
David Sloan, Seal Beach
Elizabeth Swift, Buena Park
Phillip Tsunoda, Aliso Viejo

Absent: Patricia Bates, County of Orange
Gene Hernandez, Yorba Linda

Randal Bressette, Laguna Hills
Roman Reyna, Santa Ana

Also present were:

Deputy Chief Craig Kinoshita
Assistant Chief Brian Stephens
Assistant Chief Lori Zeller
Clerk of the Authority Sherry Wentz

General Counsel Dave Kendig
Assistant Chief Dave Thomas
Human Resources Director Jeremy Hammond

PRESENTATIONS

1. Requests for Commendations and Proclamations (X: 11.09)

On motion of Director Spitzer and second by Director McCullough, the Board voted to approve the requests as submitted, make presentations to those present, and defer Presentations B and C to the next regular meeting to allow staff to be present.

- A. Recognition of former OCFA Board Chair Steven Weinberg
- B. Presentation of Certificate of Achievement to the Business Services Department – Finance Division, Orange County Fire Authority for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA) for its Comprehensive Annual Financial Report (CAFR). (F: 17.10F)
- C. Presentation of National Procurement Institute’s Annual Achievement of Excellence in Procurement Award for 2014 (F: 17.10I)

PUBLIC COMMENTS (F: 11.11)

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

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)

Budget and Finance Committee Member Swift reported at its August 13, 2014, meeting the Committee received its monthly status update on the Orange County Employees’ Retirement System, voted unanimously to send the Acceptance of DHS/FEMA Administrative Preparedness Grant, and the Acceptance of California Fire and Rescue Training Authority Urban Search & Rescue Mobilization Exercise and Training Grant to the Board of Directors for its approval, received staff presentations on the Annual Investment Report and the Implementation of Internal Control Audit Recommendations for the Community Risk Reduction Department and directed staff to place these items on tonight’s Board of Director’s meeting with the Committee’s recommendation that the Board approve these items, and selected Director Randy Bressette as its new Chair and Director Jerry McCloskey as its new Vice Chair for the ensuing term.

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 11.12)

Human Resources Committee Chair Shawver reported at its August 5, 2014, meeting the Committee discussed and voted unanimously to send the approval of Classification Specifications within the GIS Series and Associated Salary Ranges to the Executive Committee with the recommendation that the Committee approve the item, and indicated the Executive Committee subsequently approved this item at its August 21 meeting. He announced that the Committee also selected him as its Chair and Director Warren Kusumoto as Vice Chair for the ensuing term.

Director Tsunoda arrived at this point (6:15 p.m.)

MINUTES

2. Minutes from July 24, 2014, Regular Board of Directors Meeting (A) and Minutes from August 14, 2014, Special Board of Directors Meeting (B) (F: 11.06)

On motion of Director Johnson and second by Director Bressette, the Board voted to approve the Minutes from the June 26, 2014, Regular Board of Directors meeting. Directors Barnett and Weinberg noted abstentions on the July 24, 2014, Minutes, and Directors Baker and Lalloway noted abstentions on the August 14, 2014, Minutes.

CONSENT CALENDAR

Agenda Item Nos. 4, 6, and 8 were pulled from the Consent Calendar for separate consideration.

3. Ratify Appointment to Executive Committee (F: 12.02A1)

On motion of Director Johnson and second by Director McCullough, the Board voted unanimously to ratify the appointments of Noel Hatch and Elizabeth Swift to the Executive Committee.

4. Acceptance of DHS/FEMA Administrative Preparedness Grant (F: 16.02B1)

Director Spitzer inadvertently pulled this item from the Consent Calendar.

On motion of Director Ta and second by Director Allevato, the Board voted unanimously to:

1. Adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's (DHS/FEMA) Administrative Preparedness Grant.

RESOLUTION NO. 2014-09

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY ACCEPTING
THE FEMA NATIONAL URBAN SEARCH AND RESCUE (US&R) PROGRAM
GRANT TO PURCHASE US&R EQUIPMENT AND SUPPLIES, MAINTENANCE
AND REPAIR OF US&R EQUIPMENT, TRAINING AND PROGRAM
ADMINISTRATION**

2. Authorize a budget adjustment increasing the FY 2014/15 General Fund (121) revenues and appropriations in the amount of \$1,164,131 for the US&R Program.

Director Gamble arrived at this point (6:21 p.m.)

5. Acceptance of California Fire and Rescue Training Authority Urban Search & Rescue Mobilization Exercise and Training Grant (F: 16.02B)

On motion of Director Johnson and second by Director McCullough, the Board voted unanimously to:

1. Adopt the proposed Resolution to accept the California Fire and Rescue Training Authority Agreement for a grant in the amount of \$100,000.

RESOLUTION NO. 2014-10

A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY ACCEPTING THE CALIFORNIA FIRE AND RESCUE TRAINING AUTHORITY AGREEMENT TO PROVIDE FUNDING FOR A MOBILIZATION AND DEPLOYMENT EXERCISE (MOBEX) FOR THE URBAN SEARCH AND RESCUE (US&R) PROGRAM

2. Approve and authorize the Fire Chief or his designee to execute the proposed grant agreement.
3. Authorize a budget adjustment increasing the FY 2014/15 General Fund (121) revenues and appropriations in the amount of \$100,000 for the US&R mobilization and deployment exercise.

Director Barnett arrived at this point (6:23 p.m.)

Director Kelley arrived at this point (6:28 p.m.)

6. Implementation of Internal Control Audit Recommendations - Community Risk Reduction Department (F: 15.02A1)

Director Spitzer pulled this item from the Consent Calendar to request clarification and status of the Records Management System software referenced in the report.

Mission Viejo resident Stephen Wontrobski pulled this item from the Consent Calendar for separate consideration. He shared his concerns with the audit including needing to follow best business practices, continued reports of harassment, and fraudulent disability retirements.

On motion of Director Spitzer and second by Chair Murray, the Board voted to:

1. Receive and file the report.
2. Approve continuation of the professional services provided by Mr. Irwin Bornstein, on a part-time basis and at six-month intervals, for an estimated cost of \$10,000 at each six-month interval through calendar year 2015.
3. Authorize a budget adjustment increasing the FY 2014/15 General Fund (121) appropriations by \$10,000 to fund the cost of continued-intermittent services provided by Mr. Bornstein, with one six-month review scheduled to occur during 2014/15 (January 2015).

Director Barnett was not at the dais for the vote.

7. Approval of Plans and Specification - Fire Station 56 (Sendero Ranch) (F: 19.07C56)

On motion of Director Johnson and second by Director McCullough, the Board voted unanimously to approve the proposed Plans and Specification for Fire Station 56.

8. San Diego Gas and Electric Company (SDG&E) Easement for Electrical Service, Fire Station 56 (Sendero Ranch) (F: 19.07C56)

Director Spitzer pulled this item from the Consent Calendar to request staff to research and provide additional information relating to any sub-entities, DBAs (Doing Business As), and/or subsidiaries associated with contracts as Directors may need to disclose any potential conflicts of interests.

On motion of Chair Murray and second by Director Weinberg, the Board voted to:

1. Approve and authorize the Fire Chief or his designee to sign Easement RW205001, granting San Diego Gas and Electric Company an easement upon OCFA Fire Station 56 (Sendero Ranch).
2. Amend the Roles/Responsibilities/Authorities Matrix to authorize the Fire Chief or his designee to sign future easements or licenses for utilities necessary to implement construction projects approved by the Board or Executive Committee and authorize the Executive Committee to approve licenses and easements for utilities where no prior approval of construction projects has occurred.

Directors Gamble and Spitzer noted their abstentions. Director Barnett was not at the dais for the vote.

9. Adoption of a Resolution of the Orange County Fire Authority Amending the Regular Board of Directors Meeting Schedule for Calendar Year 2014 (F: 11.05)

On motion of Director Johnson and second by Director McCullough, the Board voted unanimously to adopt the proposed Resolution amending the 2014 Meeting Schedule for the Orange County Fire Authority Board of Directors.

RESOLUTION NO. 2014-11

A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD
OF DIRECTORS AMENDING THE REGULAR MEETING SCHEDULE OF
THE BOARD OF DIRECTORS FOR
CALENDAR YEAR 2014

CLOSED SESSION (F: 11.15)

General Counsel David Kendig reported the Board would be convening to Closed Session to consider the matters on the Agenda identified as CS1 and CS2 Public Employee Appointment/Employment, CS3 and CS4 Conference with Labor Negotiator, and CS5 Conference with Legal Counsel-Existing Litigation.

Chair Murray recessed the meeting to Closed Session at 6:33 p.m.

CS1 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Title: Interim Fire Chief

Authority: Government Code Section 54957(b)

CS2. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Title: Fire Chief

Authority: Government Code Section 54957(b)

CS3. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: Human Resources Director Jeremy Hammond

Unrepresented Employee: Interim Fire Chief

Authority: Government Code Section 54957.6

CS4. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters' Association,
Local 3631 and Orange County Employees Association

Authority: Government Code Section 54957.6

CS5. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Name of Case: Orange County Fire Authority and City of Irvine v All Persons
Interested in the Matter of the Validity of that Second Amendment to
Amended Joint Powers Authority

Case No.: OC Superior Court Case No. 30-2013-006945527

Authority: Government Code Section 54956.9(d)(1)

Chair Murray reconvened the meeting at 10:12 p.m., with all prior Directors in attendance with the exception of Director Hatch.

CLOSED SESSION REPORT (F: 11.15)

The Board unanimously appointed Jeff Bowman to be Interim Fire Chief. The Board voted 17-2 with Directors Barnett and Tsunoda voting in opposition and Director Spitzer abstaining to appeal the trial court's decision in OCFA and the City of Irvine v. All Persons Interested, Item No. CS5. There were no additional reportable actions.

DISCUSSION CALENDAR

Chair Murray announced that due to the Board's 10:30 p.m. curfew rule the Board would take action on some items, while deferring others to expedite the meeting.

10. Interim Fire Chief Contract (F: 17.10A2)

On motion of Director Spitzer and second by Director Aguirre, the Board voted to approve a contract for Interim Fire Chief, following closed session negotiation of final contract terms. The proposed contract was made available to the public prior to approval.

Director Hatch was absent for the vote.

Director Hatch arrived at this point (10:15 p.m.)

11. Communications LAB – Short & Long Term Communication Plans, Contract Increase and Amendment (F: 17.10C1)

Chair Murray announced that the Executive Committee had deferred this item to allow the newly appointed Communications Director time to conduct a needs assessment prior to amending the contract; based on this action this item will be deferred.

12. OCFA Recommended Action Plan - Management Partners Report (F: 17.16)

Assistant Chief Lori Zeller presented a brief report.

On motion of Director Johnson and second by Director Weinberg, the Board voted unanimously to:

1. Approve the OCFA's Recommended Action Plan to address the recommendations contained in the Management Partners final report.
2. Direct staff to provide monthly progress reports to the Executive Committee and Board of Directors identifying steps taken to carry out the Recommended Action Plan.

13. OCFA Board Room Audio Video Upgrades and Teleconferencing of Closed Session Meetings (F: 19.07B11) (X: 11.10M)

Chair Murray suggested this item be deferred to the next meeting.

Director Spitzer suggested limiting the discussion to teleconferencing and addressing the ability for Director's ability to participate remotely at all Board meetings, and consider the audio video upgrades separately.

A brief discussion ensued.

On motion by Director Spitzer and second by Director Kelley, the Board voted to direct staff, using an interim technological system, accommodate Directors ability to participate remotely in Closed Session and Open Session Board meetings pursuant to the Brown Act, and return with a teleconferencing policy.

Director Goedhart voted in opposition.

14. Blanket Order Contract Increase - Special Litigation Counsel for Validation Proceedings (F: 17.10G2)

On motion of Director Lalloway and second by Director Weinberg, the Board voted to:

1. Approve and authorize the Purchasing Manager to increase Blanket Order B01501 by \$65,000 for T. Peter Pierce of Richards, Watson & Gershon to provide funding for an appeal process in the Validation Action, in the event the Board of Directors agrees to pursue an appeal.
2. Authorize a budget adjustment increasing FY 2014/15 General Fund (Fund 121) appropriations by \$65,000 to provide funding for Special Litigation Counsel, in the event the Board of Directors agrees to pursue an appeal.

Director Tsunoda voted in opposition. Director Spitzer abstained.

PUBLIC HEARING(S)

No items

REPORTS

15. Chief's Report (F: 11.14)

Deputy Fire Chief Kinoshita reported that the State's Department of Industrial Relations had approved the OCFA Alternative Dispute Resolution Program and thanked the Orange County Professional Firefighters Association, Local 3631, for its cooperative work on this program. OCFA Strike Teams deployed to northern California had returned this afternoon. He recognized and thanked the Dozer and Hand Crews for their efforts in Seal Beach.

BOARD MEMBER COMMENTS (F: 11.13)

Director Hatch reported on a recent fire in Laguna Woods and thanked the response team for their service.

Director Spitzer commented on AB 2151 (Wagner) Counties: search or rescue: costs and encouraged letters of support.

Minutes

OCFA Board of Directors Regular Meeting

August 28, 2014 Page - 8

Director Lalloway thanked and congratulated OCFA Fire Captain Paul Holaday and City of Orange Firefighter Brandon Chastain rescued a 3-year-old boy from drowning in Palm Desert, while on vacation.

Director Baker noted Captain Holaday, stationed at Fire Station 60, would be recognized by the San Clemente City Council.

Director Swift recognized Assistant Clerk of the Authority Lydia Slivkoff on her retirement from the OCFA, and thanked her for her many years of service to OCFA and the Board.

Director Kelley also thanked Lydia for her service, acknowledged the return of Assistant Chief of Operations Dave Thomas on his return to active service, and welcomed newly appointed Communications Director Sandy Cooney to the OCFA. She thanked Director Cooney for the implementation of daily news alerts being provided to the Directors.

Director Allevato thanked the OCFA and Division Chief Kirk Wells for the solution of use of a temporary Fire Station during the Ortega Highway Overpass Construction Project to access and service the east side of the city during the project.

Director Sloan thanked OCFA for its recent efforts in preventing surf damage to Seal Beach coastal homes.

Director McCullough wished everyone a safe holiday.

Director Weinberg reported as a representative on the OC Vector Control Board he had been notified that Orange County had sustained its second West Nile Virus death, and cautioned everyone to be diligent in eliminating standing water sources.

Chair Murray thanked Director Weinberg for his service as the former Board Chair. He announced a committee opportunity for Directors as Executive Committee alternates and encouraged those with interest to contact the Clerk of the Authority. He also welcomed newly appointed Communications Director Sandy Cooney to the OCFA, and congratulated and thanked Assistant Clerk of the Authority Lydia Slivkoff on her retirement and years of service. He concluded by thanking his colleagues for having confidence and selecting him to service as the Board's Chair.

ADJOURNMENT

Chair Murray adjourned the meetings at 10:45 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for September 25, 2014, at 6:00 p.m.

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

CONSENT CALENDAR - AGENDA ITEM NO. 4
BOARD OF DIRECTORS MEETING
September 25, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Rebudget of FY 2013/14 Uncompleted Projects**

Summary:

This item is submitted for approval to rebudget various projects that were not completed in FY 2013/14 and require a rebudget to FY 2014/15.

Committee Action:

At its September 10, 2014, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Authorize the following budget adjustments:

Fund	Increase Revenue	Increase Appropriations	Appropriate Fund Balance
121	\$567,420	\$690,809	\$123,389
12270	872,780	861,300	
123	4,056,050	5,749,437	1,693,387
124		6,753,008	6,753,008
133	643,106	5,807,347	5,164,241
171		216,213	216,213

Background:

The FY 2013/14 adopted CIP budget included \$22.4 million for over 30 projects. Due to the complexity of some of the projects and the time required to complete others, not all projects were completed in FY 2013/14. Therefore, staff is recommending at this time that appropriations for these projects be rebudgeted to FY 2014/15 so the projects can be completed. **This is simply a timing change of planned expenditures, and does not reflect an overall increase.** FY 2014/15 fund balance will need to be appropriated commensurate with the un-expended portion of fund balance from FY 2013/14.

Rebudgets for grants, donated funds, and the remaining Communications LAB contract funding are included in the General Fund and require an appropriation of FY 2014/15 fund balance, commensurate with the un-expended portion of General Fund fund balance from FY 2013/14. The attachment provides a detailed listing of the rebudgeted projects for each fund.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contacts for Further Information:

Deborah Gunderson, Budget Manager

DeborahGunderson@ocfa.org

(714) 573-6302

Tricia Jakubiak, Treasurer

triciajakubiak@ocfa.org

(714) 573-6301

Attachment:

List of Rebudgets from FY 2013/14 to FY 2014/15

ORANGE COUNTY FIRE AUTHORITY
Rebudgets from FY 2013/14 to FY 2014/15

Fund #	Description	Revenue Rebudgets	Expenditure Rebudgets
Fund 121 - General Fund			
121	Maruchan donation		200,000
121	USAR Grant	\$467,583	\$442,454
121	Smoke Alarm Program		267
121	Disaster Preparedness Academy (Battalion 7)		4,571
121	UASI 2013 Grant	8,296	8,296
121	Homeland Security Grant	5,172	5,172
121	Communications Lab contract balance		30,049
121	CFSC Peters Canyon Grant	86,369	-
Total: Fund 121		\$567,420	\$690,809
12270 CDBG Grant		\$872,780	\$861,300
Fund 123 - Facilities Replacement Fund			
123	FS 56- Sendero	4,056,050	249,437
123	US&R Warehouse		5,500,000
Total: Fund 123		\$4,056,050	\$5,749,437
Fund 124 - Communications/Info Systems Replacement Fund			
124	Mobile Data Computer (MDC) System		153,200
124	Comm Installs/Vehicle Replacement		108,600
124	(MDC) Mobile Data Network Infrastructure		200,000
124	CAD System Planning/Design		171,371
124	Incident Reporting Application Repl		2,615,801
124	Integrated Fire Prevention Repl		2,915,351
124	Wireless Network to Apparatus		100,000
124	Internet/SharePoint & Organizational Calendaring		56,330
124	800 MHz Radios		58,365
124	FS Telephone/Alarm/Sound System Upgrade		59,375
124	Central Data Storage, Backup and Recovery		60,000
124	Network Upgrade, Server Consolidation		33,000
124	Audio Video Digital Media Archive		50,000
124	Business Systems Server Replacement		158,115
124	Digital Ortho Photography		7,000
124	Field Data Collection Devices		6,500
Total: Fund 124		-	\$6,753,008

ORANGE COUNTY FIRE AUTHORITY
Rebudgets from FY 2013/14 to FY 2014/15

Fund #	Description	Revenue Rebudgets	Expenditure Rebudgets
Fund 133 - Vehicle Replacement Fund			
Emergency Vehicles			
133	Ambulance		139,989
133	Type I Engine (one)- Developer funded FS56	643,106	128,399
133	BC Command Vehicles (six) outfitting costs		256,640
133	Compressed Air Foam Sys Patrol Vehicle		214,240
133	Mid-Size 4x4 4-Door (two)		82,448
133	Full-Size 4-Door (three) outfitting costs		123,618
133	TDA 100' Quint		1,322,673
133	Truck - 75' Quint (three)		3,283,593
	Total Emergency Vehicle Rebudgets		5,551,600
Support Vehicles			
133	Mid-Size Cargo Van (one)		31,827
133	Mid-Size Pickup - 1/2 Ton (three)		93,438
133	Pickup General - 3/4 Ton		130,482
	Total Support Vehicle Rebudgets		255,747
Total: Fund 133		\$643,106	\$5,807,347
Fund 171 - Structural Fire Fund Entitlement Fund			
171	Dana Point		22,060
171	Irvine		94,797
171	Laguna Niguel		52,690
171	Aliso Viejo		29,056
171	Rancho Santa Margarita		17,610
Total: Fund 171		-	\$216,213

CONSENT CALENDAR - AGENDA ITEM NO. 5
BOARD OF DIRECTORS MEETING
September 25, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Jeremy Hammond, Director
Human Resources Department

SUBJECT: **Amendments to Board Rules of Procedure Regarding the Human Resources Committee and the Claims Settlement Committee**

Summary:

This item is submitted following a discussion with the Human Resources Committee about the membership composition of the Claims Settlement Committee and to identify the regular date and time of the Human Resources Committee meetings.

Committee Action:

At its September 2, 2014, meeting, the Human Resources Committee reviewed and unanimously recommended approval of its regular date and time of its meetings. The Committee also discussed and recommended that the Board approve a representative of the Human Resources Committee to the membership of the Claims Settlement Committee.

Recommended Action:

Adopt the proposed Resolution to add the Chair of the Human Resources Committee to the membership of the Claims Settlement Committee and identify the regular meeting date and time of the Human Resources Committee.

Background:

At its August 5, 2014, meeting, the Human Resources Committee discussed its potential participation on the Claims Settlement Committee or the possibility of combining the Human Resources Committee with the Claims Settlement Committee. Some of the discussion included allowing the Human Resources Committee to act as the Claims Settlement Committee or perhaps adding the Chair of the Human Resources Committee to the Claims Settlement Committee.

In 2009, the Claims Settlement Committee was established by Board Resolution No. 2009-12 (Attachment 1) to settle workers' compensation claims or lawsuits for amounts between \$50,000 and \$250,000. The Committee is composed of the Chair and Vice Chair of the Board of Directors, Chair of the Budget and Finance Committee, the Fire Chief, and the Human Resources Director. The Committee meets in the evening prior to the Board of Directors meetings on a monthly basis.

In researching this matter, staff learned that attorneys representing workers' compensation hearings or appeals before the Workers' Compensation Appeals Board that need to appear at the Claims Settlement Committee would likely have scheduling conflicts should the Claims Settlement Committee be moved to an afternoon time slot (assuming the Committee was merged with the Human Resources Committee). Following discussion, the Human Resources Committee expressed its desire to participate on the Claims Settlement Committee. Staff was

directed to prepare a Resolution (Attachment 2) to amend the Board Rules of Procedure to include the addition of the Chair of the Human Resources Committee to the membership composition of the Claims Settlement Committee.

While during its meeting, the Human Resources Committee's recommendation was to designate the Committee's Chair *or his/her designee* as its representative, staff is recommending being consistent with the current membership of the Claims Settlement Committee, which states, "*In the absence of a member of the Board of Directors, the absent member may designate in writing, filed with the Clerk of the Authority, an alternate Committee member from the Executive Committee who may attend and participate to the full extent as the designated Committee member.*" Approval of the proposed Resolution would include staff's recommendation.

The proposed Resolution also identifies the recent designation of the Human Resources Committee's date and time of its regular meetings as the first Tuesday of each month at 12 noon.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contacts for Further Information:

Jeremy Hammond, Director of Human Resources

jeremyhammond@ocfa.org

(714) 573-6018

Sherry Wentz, Clerk of the Authority

sherrywentz@ocfa.org

(714) 573-6041

Attachments:

1. Resolution No. 2009-12
2. Proposed Resolution

RESOLUTION NO. 2009-12

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS ESTABLISHING A CLAIMS SETTLEMENT
COMMITTEE, DELEGATING CERTAIN SETTLEMENT AUTHORITY,
AND RESCINDING ALL PRIOR SETTLEMENT AUTHORITY
INCONSISTENT HEREWITH**

WHEREAS, claims for damages alleging personal injury, bodily injury, including death, and damages to real and personal property, are periodically made against the Orange County Fire Authority (“OCFA”); and

WHEREAS, OCFA presently is a member of the Fire Agencies Insurance Risk Authority (“FAIRA”) for the purpose of insuring against tort claims and claims for property damage and providing legal representation to OCFA; and

WHEREAS, claims for workers’ compensation damages alleging personal injury, including death, are periodically made against OCFA; and

WHEREAS, Government Code section 935.4 authorizes the Board of Directors to delegate by resolution the authority to an employee to settle pre-litigation claims up to \$50,000; and

WHEREAS, Government Code section 935.2 authorizes the Board of Directors to delegate by resolution the authority to a committee of at least three members to settle pre-litigation claims above \$50,000; and

WHEREAS, Government Code section 949 authorizes the Board of Directors to delegate authority to an employee or its attorney to settle lawsuits; and

WHEREAS, there are occasions in which it is in OCFA’s interest to file subrogation claims against persons or entities that are responsible for the work-related injury that caused the workers’ compensation action to be filed; and

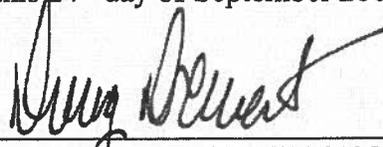
WHEREAS, there are occasions in which OCFA has claims against third parties for damage to OCFA property.

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Fire Authority Board of Directors does hereby resolve as follows:

1. There is hereby established a five-member Claims Settlement Committee consisting of the Board Chair and Vice Chair, the Budget and Finance Committee Chair, the Fire Chief and Human Resources Director. The Deputy Fire Chief shall in the absence of the Fire Chief be the alternate Committee member. The Risk Manager shall in the absence of the Human Resources Director be the alternate Committee member. In the absence of a member of the Board of Directors, the absent member may designate in writing, filed with the Clerk of the Authority, an alternate Board Member, from the Executive Committee, who may attend and participate to the full extent as the designated member.
2. The Claims Settlement Committee shall have authority to (a) settle workers' compensation claims for amounts over \$50,000, not to exceed \$250,000, exclusive of any statutorily required future medical payments; (b) settle non-workers' compensation claims for amounts over \$50,000, not to exceed \$250,000; and (c) advise and recommend to OCFA's attorney of record the settlement of any lawsuit in an amount not to exceed \$250,000.
3. The Fire Chief or his written designee shall have authority to settle claims, lawsuits, or workers' compensation actions in amounts up to \$50,000 exclusive of, in the case of workers' compensation claims, any statutorily required future medical payments. Settlement responsibility for workers' compensation claims or actions in an amount exceeding \$250,000, shall be vested in the Board of Directors.
4. No settlement of any claim or suit exceeding OCFA's deductible shall be made without the prior written consent of FAIRA (or its successor).
5. The Fire Chief, or his designee, may authorize the filing of a workers' compensation subrogation claim or property damage claim and approve compromised payments, upon recommendation of OCFA workers' compensation attorneys, or in the case of property damage claims, OCFA General Counsel. Legal action required to pursue such subrogation claims or property damage claims must be authorized by the board of Directors.
6. The Fire Chief is authorized to cause the issuance of payments, and the Fire Chief and OCFA's attorney of record are authorized to executive all documents necessary and appropriate to implement the settlements authorized by this Resolution.

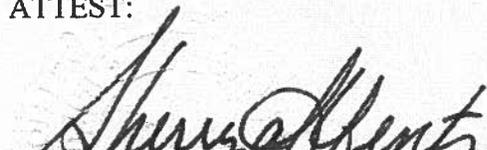
7. All prior grants of settlement authority inconsistent with the provisions of this Resolution are rescinded.

PASSED, APPROVED and ADOPTED this 24th day of September 2009.



DOUG DAVERT, CHAIRMAN
Board of Directors

ATTEST:



SHERRY A.F. WENTZ, CMC
Clerk of the Authority

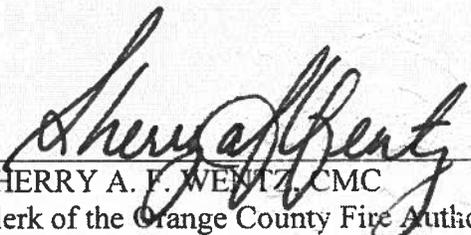
STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.
CITY OF IRVINE }

I, Sherry A. F. Wentz, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Resolution No. 2009-12 was duly passed and adopted at a meeting of the Board of Directors of the Orange County Fire Authority held on the day of September 24, 2009, by the following roll call vote, to wit:

AYES:	Joseph Aguirre, Alternate, Placentia	Pat Bates, Alternate, County of Orange
	Neil Blais, Rancho Santa Margarita	Joe Brown, Alternate, Laguna Niguel
	James Dahl, San Clemente	Doug Davert, Tustin
	Steven Choi, Irvine	Troy Edgar, Los Alamitos
	Trish Kelley, Mission Viejo	Janet Nguyen, County of Orange
	Brad Reese, Villa Park	Nancy Rikel, Yorba Linda
	Martin Rhodes, Laguna Woods	Ralph Rodriguez, Alternate, La Palma
	R. Craig Scott, Laguna Hills	Todd Seymore, Cypress
	David Sloan, Seal Beach	Fred Smith, Alternate, Buena Park
	Tri Ta, Westminster	Mark Tettermer, Lake Forest
	Londres Uso, San Juan Capistrano	Steven Weinberg, Dana Point

NOES: None

ABSTAIN: None


SHERRY A. F. WENTZ, CMC
Clerk of the Orange County Fire Authority

RESOLUTION NO. 2014-XX

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
AMENDING THE BOARD OF DIRECTORS RULES OF PROCEDURE**

WHEREAS, the Orange County Fire Authority Board of Directors adopted Resolution No. 99-04, on January 28, 1999, establishing the Board of Directors Rules of Procedure, and

WHEREAS, the Board of Directors has periodically amended said Rules, the most recent amendment occurring on June 26, 2014; and

WHEREAS, the Board is considering amendments to these Rules.

NOW, THEREFORE, BE IT RESOLVED as follows:

The Board of Directors Rules of Procedure is amended as indicated by the redline version attached hereto as Exhibit A.

PASSED, APPROVED and ADOPTED this 25th day of September 2014.

ELWYN A. MURRAY, CHAIR
OCFA Board of Directors

ATTEST:

SHERRY A.F. WENTZ, CMC
Clerk of the Authority

OCCA BOARD OF DIRECTORS



**ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS
RULES OF PROCEDURE
(Last Revision: ~~06/26/14~~09/25/14)**

- Rule 1 Time and Place of Meetings of the Board of Directors and the Executive Committee
- Rule 2 Agendas/Minutes for Meetings of the Board of Directors
- Rule 3 Order of Business for Meetings of the Board of Directors
- Rule 4 Motions During Meetings of the Board of Directors
- Rule 5 Decorum for Public Meetings
- Rule 6 Election of Chair and Vice Chair of the Board of Directors/
Absence of Presiding Officer
- Rule 7 Retention of Exhibits and Documentary Material received in Hearings Before the Board of Directors
- Rule 8 Ceremonial Functions and Proclamations
- Rule 9 The Executive Committee
- Rule 10 The Standing Committees
- Rule 11 Designated Labor Negotiations
- Rule 12 Alternate Directors
- Rule 13 Compensation/Reimbursement for Expenses
- Rule 14 Amendment of Rules of Procedure

RULE 1. TIME AND PLACE OF MEETINGS OF THE BOARD OF DIRECTORS AND THE EXECUTIVE COMMITTEE

- (a) Except as otherwise provided in this Rule or by Resolution of the Board, a regular meeting of the Board of Directors shall be held on the fourth Thursday of each odd-numbered month, commencing at the hour of 6:00 p.m. in the Board Meeting Room, Regional Fire Operation and Training Center (RFOTC), One Fire Authority Road, Irvine. The meeting for the month of November shall be scheduled for the third Thursday, commencing at the hour of 6:00 p.m. in the Board Meeting Room, RFOTC, One Fire Authority Road, Irvine. Special meetings may occur on other dates, times, and/or locations as noticed.
- (b) Except as otherwise provided in this Rule, a regular meeting of the Executive Committee shall be held on the third Thursday of each month, with the exception of December, commencing at the hour of 6:00 p.m. in the Board Meeting Room,

RFOTC, One Fire Authority Road, Irvine. Special meetings may occur on other dates, times, and/or locations as noticed.

- (c) The Clerk of the Authority shall maintain the official meeting calendar, and shall post same in the display case located in the lobby of the Board Meeting Room and posting case outside main entry gate, RFOTC, One Fire Authority Road, Irvine.
- (d) Any meeting of the Board may be adjourned to any other date and time when necessary for the transaction of business. Any adjourned meeting of the Board is part of a regular meeting.
- (e) Special meetings of the Board may be called pursuant to and in accordance with Section 54956 of the Government Code. The Clerk shall prepare the notice and call of any special meeting. The notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such special meeting. A copy of the notice of the special meeting shall also be posted at the places designated in subsection (c) of Rule 1.
- (f) In the event the Board or Executive Committee, or their respective Chairs, determine it advisable to hold a regular meeting at a location other than the Board Meeting Room, RFOTC, One Fire Authority Road, Irvine, a notice specifying the location of such meeting shall be posted in the display case in the lobby of the Board Meeting Room and posting case outside main entry gate, RFOTC, One Fire Authority Road, Irvine. Additional notices shall be posted and maintained as set forth in (c) above.

RULE 2. AGENDAS/MINUTES FOR MEETINGS OF THE BOARD OF DIRECTORS

- (a) Items for the agenda for any regular meeting of the Board may be included on the agenda only with the approval of the Fire Chief or the Chair of the Board.
- (b) During the Board Member Comments portion of a Board meeting, any member may request that an item be placed on a future agenda of the Board of Directors. Staff will prepare reports as appropriate and place the item on the agenda for the next meeting of the Board of Directors. At any other time, any Board Member may contact the Chair to request that an item be placed on the agenda of the next meeting of the Board of Directors. This item will be placed on the Board Discussion Calendar portion of the agenda for concurrence by the Board. No staff reports or materials will be prepared until the full Board directs that the item be placed on an agenda.
- (c) As required by the Ralph M. Brown Act, items not on the posted agenda for a meeting shall not be considered by the Board except as follows:
 - (1) Upon determination by a majority vote of the Board that an emergency situation exists. The determination shall be made prior to Board consideration of the emergency item. An emergency situation is limited to:
 - (a) Work stoppage or other activity which severely impairs public health, safety or both.

- (b) Crippling disaster which severely impairs public health, safety or both.
- (2) Upon determination by a two-thirds vote of the Board Members present, or a unanimous vote if less than two-thirds of the Members are present, that there is a need to take immediate action and that the need came to the attention of the Authority subsequent to the agenda being posted. The determination shall be made prior to Board consideration of the item.
- (3) The item was posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item and at which prior meeting, the item was continued to the meeting at which action is being taken.
- (d) The OCFA Board has adopted the use of Robert’s Rules of Order as its official guideline in the creation of minutes. All Board/Committee meeting will be documented using action-type minutes. Minutes will document the record of what actions were taken by the governing body, not what was said. The minutes will not contain personal comments or someone’s opinion about what happened.
 - (1) The minutes shall document the items identified in Rule 3 in the Board’s Order of Business.
 - (2) Public comments will identify the name of the speaker, their city of residences/or organization they represent (if provided by the speaker), and identify the subject to which their comments are being submitted. If commenting on a specific agenda item, the minutes will record the speaker’s name, their city of residences/or organization they represent (if provided), and identify if they are speaking in support or opposition of that item.

RULE 3. ORDER OF BUSINESS FOR MEETINGS OF THE BOARD OF DIRECTORS

- (a) The order of business for regular meetings of the Board shall be:

- Invocation
- Pledge of Allegiance
- Roll Call
- Presentations
- Committee Reports
- Public Comments
- Minutes
- Consent Calendar

- (1) Agenda review at call of the Chair to identify those items on the Consent Calendar which a member of the Board or public requests the opportunity to discuss.
- (2) Approval at the call of the Chair of those items for which there is no request for discussion.
- (3) Discussion of items that the public has requested an opportunity to discuss shall be taken in sequential order.

- Public Hearing(s)
- Discussion Calendar
- Chief’s Report

Closed Session
Closed Session Report
Adjournment

The Chair may alter or deviate from this order of business.

- (b) 9:30 p.m. Rule: At the hour of 9:30 p.m. the meeting will take a brief moment from the agenda at hand and make a determination as to which items will be considered and those that may be continued to the next regular meeting.
- (c) 10:30 p.m. Curfew: All meetings will end business at 10:30 p.m. unless the hearing body elects to extend the curfew by a three-fifths vote of all members present.

RULE 4. MOTIONS DURING MEETINGS OF THE BOARD OF DIRECTORS

- (a) Action of the Board shall be taken by motion. Any action of the Board may be proposed by the motion of any Member. Such a motion, if seconded by any member, shall be on the floor and must be considered, unless a substitute motion has been made, seconded, and adopted. If a motion is not seconded, the motion fails for lack of a second, and shall be so declared by the Chair.
- (b) A motion may be withdrawn or amended by its maker at any time before adoption or rejection, with the consent of the second. Absent the consent of the second, the original motion shall remain on the floor. The second to a motion may be withdrawn by the seconder at any time before adoption or rejection of the motion. Upon withdrawal of the second, the motion will be lost for lack of a second and so declared by the Chair unless seconded by another Member.
- (c) After a motion has been seconded, any Member may discuss the subject of the motion. The Chair may, on any motion, call for the vote if it appears that further discussion will be repetitious or that a majority of the Members present concur in the call.
- (d) A motion to reconsider the vote on an agenda item may be made at the meeting at which the item was acted upon, or any adjourned session of the same meeting.

RULE 5. DECORUM FOR PUBLIC MEETINGS

- (a) Members of the Board shall conduct themselves in an orderly and business-like manner to ensure that the business of the Authority shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process of the Board is maintained at all times. Members of the Board shall maintain a polite, respectful, and courteous manner when addressing one another, Authority staff, and members of the public during the meetings.
- (b) Subject to direction by a majority of the Board, the Chair, or in the Chair's absence the Vice Chair, or in their absence any other member designated by the Board, shall be responsible for resolving all procedural issues and for maintaining the orderly conduct and decorum of meetings. It shall be the duty of the Chair to

ensure that the rules of decorum contained herein are observed. The Chair shall maintain control of communication among Board Members, and between Board Members and the public.

(c) Communication by Board Members

1. Board Members should be recognized by the Chair before speaking.
2. A Board Member who is speaking shall remember that the purpose of the meeting is to attend to and resolve Authority business. Board Members shall avoid repetition and shall endeavor to limit their comments to the subject matter at hand. Board Members shall endeavor to express their views without engaging in lengthy debates.
3. When one Board Member is speaking, other Board Members shall not interrupt or otherwise disturb the speaker.

(d) Communication with members of the public addressing the Board.

1. Board Members may question the person addressing the Board at the conclusion of the person's comments. A Board Member wishing to ask questions of a member of the public should first be recognized by the Chair.
2. Board Members shall not engage the person addressing the Board in a dialogue, but shall confine communication to a question and answer format.
3. If a member of the audience has addressed the Board on matters which are not on the agenda, Board Members shall refrain from extended discussions of the matter. If a Board Member so wishes, he/she may, during the Board Member Comments portion of the meeting, request that the matter be placed on a future agenda.

(e) Authority Staff shall not engage in a dialogue with members of the public during Board meetings. When addressed by the Board, staff shall respond in a polite and respectful manner.

(f) Members of the Audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the Board meeting unfeasible. A member of the audience engaging in any such conduct shall, at the discretion of the Chair or a majority of the Board Members, be subject to removal from that meeting.

(g) Members of the public may address the Board of Directors during the Public Comment Period and prior to the consideration of any agenda item. Any person wishing to speak, whether during the Public Comment Period or on an agenda item, shall first complete a request to speak form slip and submit the form to the Authority Clerk prior to the calling to order of the meeting or as soon as possible thereafter.

(h) No person shall address the Board of Directors without first being recognized by the Chair.

(i) The purpose of addressing the Board of Directors is to formally communicate to the Board on matters relating to Authority business or citizen concerns within the

subject matter jurisdiction of the Board. Persons addressing the Board on an agenda item shall confine the subject matter of their remarks to the particular matter before the Board.

- (j) Each person addressing the Board of Directors shall do so in an orderly manner and shall not engage in any conduct, which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting. Any person who so disrupts the meeting shall, at the discretion of the Chair or a majority of the Board Members, be subject to removal from that meeting.
- (k) Persons addressing the Board of Directors shall address the Board as a whole and shall not engage in a dialogue with individual Board Members, Authority staff, or members of the audience.
- (l) A time limit of approximately three minutes per person shall be allocated to all persons addressing the Board of Directors, however, at the discretion of the Chair, an individual speaking on behalf of a group sharing common concerns or opinions may be allocated additional time to speak for the group. A total of approximately thirty minutes will be allocated at the beginning of the meeting for Public Comments, with additional time granted at the discretion of the Chair. If needed, additional time for Public Comments will be provided at the conclusion of the normal business of the Board.
- (m) Upon a violation of the rules of decorum established herein, the procedure to enforce the rules is as follows:
 - 1. Warning The Chair shall first request that a person who is violating the rules cease such conduct. If, after receiving a request from the Chair, the person persists in violating these rules, the Chair shall order a recess. Any representative of the local assigned law enforcement personnel who is present at the meeting when the violation occurred shall be authorized to warn the person that his/her conduct is violating the rules and that he/she is requested to cease such conduct. If upon resumption of the meeting the violation persists, the Chair shall order another recess, whereupon the local assigned law enforcement personnel shall have the authority to order the person removed from the meeting and/or cited in violation of Penal Code Section 403.
 - 2. Motion to Enforce If the Chair of the Board fails to enforce the rules of decorum set forth herein, any Board Member may move to require the Chair to do so, and an affirmative vote of a majority of the Board shall require the Chair to do so. If the Chair fails to carry out the will of the majority of the Board, the majority may designate another Board Member to act as Chair for the limited purpose of enforcing the rules of decorum established herein.
 - 3. Clearing the Room Pursuant to Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a person or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willfully interrupting the meeting, by a majority vote of the Board Members the meeting room may be ordered cleared and the meeting shall continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those

participating in the disturbance, shall be allowed to attend any session held pursuant to this Section 54957.9.

4. Violation of the California Penal Code A person or persons who substantially impair(s) the conduct of a Board meeting by knowingly and intentionally violating these rules of decorum may be prosecuted under Penal Code Section 403 for disturbing a public meeting. Every person who violates Penal Code Section 403 is guilty of a misdemeanor.

RULE 6. ELECTION OF CHAIR AND VICE CHAIR OF THE BOARD OF DIRECTORS/ABSENCE OF PRESIDING OFFICER

- (a) The officers of the Board are the Chair and Vice Chair.
- (b) Elections for Chair and Vice Chair shall be held at the first meeting of each fiscal year.

The method of nomination and election of the Chair and Vice Chair will be at the discretion of the Board.

- (c) The Presiding Officer of the Board, who shall be the Chair, or in the Chair's absence the Vice Chair followed by the Immediate Past Chair, then the Budget and Finance Committee Chair.

RULE 7. RETENTION OF EXHIBITS AND DOCUMENTARY MATERIAL RECEIVED IN HEARINGS BEFORE THE BOARD OF DIRECTORS

All exhibits, including documentary materials such as photographs, drawings, maps, letters, petitions, and other physical evidence received by the Board at hearings shall be retained by the Clerk as part of the record of the hearings. To the extent possible, the Clerk may furnish copies of such materials to persons requesting them upon payment of the fee prescribed for copies of public records.

RULE 8. CEREMONIAL FUNCTIONS AND PROCLAMATIONS

The Chair is authorized to represent the Authority at ceremonial functions, proclamation ceremonies, and other similar events when the Board has not otherwise designated one of its Members to represent the Authority.

RULE 9. THE EXECUTIVE COMMITTEE

- (a) The Executive Committee shall conduct all business of the Authority, with the exception of policy issues, including labor relations, budget issues, and other matters specifically retained by the Board of Directors.
- (b) The Executive Committee shall consist of no more than nine members of the Board of Directors. Members of the Executive Committee shall serve until a new member is seated in their stead by virtue of appointment or assumption of one of

the designated positions. The Executive Committee membership is comprised of the following designated positions: the Chair and Vice Chair of the Board of Directors, the immediate past Chair of the Board, and the Chair of the Budget and Finance Committee. In addition, membership as constituted, shall include at least one member of the County Board of Supervisors. The Chair shall appoint the remaining at-large members, who shall serve subject to approval by majority vote of the Directors present at a subsequent meeting. Said members are authorized to serve pending such vote of the Board. In the selection of at-large members, appointments shall be made in such a manner as to achieve approximately the ratio of cash contract cities to total member agencies of the Authority. The Chair of the City Managers Technical Advisory Committee shall serve as the ex officio non-voting member of the Executive Committee and shall not be included in the determination of a quorum for any meeting.

- (c) The Chair shall appoint a three-member panel of structural fire fund Alternate Directors and a three-member panel of cash contract city Alternate Directors. If an at-large member of the Executive Committee notifies the Clerk of the Authority that he or she cannot attend an Executive Committee meeting, the Clerk shall call, on a rotating basis, Alternate Directors from the respective panels in an attempt to replace a structural fire fund Director with a structural fire fund Alternate and/or a cash contract city Director with a cash contract city Alternate, as the case may be.

In the absence of the member of the Executive Committee representing the County Board of Supervisors, the Alternate voting member shall be, in order: the second regular member of the Board of Directors representing the County Board of Supervisors, and then the alternate member representing the County Board of Supervisors.

In the absence of the Budget and Finance Chair, the Alternate voting member shall be the Vice Chair of the Budget and Finance Committee.

Should the position of Immediate Past Chair on the Executive Committee become vacant, the most recent past Chair, who is a Director and who is not currently seated on the Executive Committee, shall serve in that capacity. Should there be no prior Board Chair on the Board of Directors, the current Director with the most tenure and not currently seated as a member of the Executive Committee will be seated on the Executive Committee and shall serve in the interim until there is an Immediate Past Chair.

There shall be no Alternate Directors appointed in the absence of the Chair, Vice Chair, or immediate past Chair.

Should the Board Chair or Vice Chair be unable to officiate over a Board and/or Executive Committee meeting that the Immediate Past Chair followed by the Budget and Finance Committee Chair assume the duty of presiding over the meeting.

RULE 10. THE STANDING COMMITTEES

- (a) Standing Committees may be established by the Board of Directors for the purpose of facilitating a thorough review of various issues before presentation to and action by the full Board. Alternate Directors shall not act as alternates for Directors on standing committees.
- (b) The Budget and Finance Committee shall be established as a standing committee. The regular meetings of the Budget and Finance Committee will be on the second Wednesday of each month, with the exception of December, at 12 noon located in Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.
- (1) The Chair shall make all appointments to the Budget and Finance Committee. Appointments to the Budget and Finance Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.
 - (2) At the first meeting of the Budget and Finance Committee following the annual election of the Chair and Vice Chair of the Board of Directors, the Directors assigned to the Budget and Finance Committee shall elect from their members a Chair and Vice Chair of the Committee.
 - (3) The Chair, or in his/her absence, the Vice Chair, of the Budget and Finance Committee shall serve as a member of the Executive Committee.
 - (4) Items for the agenda for any regular meeting of the Budget and Finance Committee shall be included on the agenda only with the approval of the Committee Chair or the Staff Liaison.
 - (5) The Board of Directors, through the Chair, shall appoint one City Manager to the Budget and Finance Committee. The City Manager shall serve as an ex officio non-voting member of the Budget and Finance Committee. As an ex officio member, the City Manager shall not be included in the determination of a quorum for any meeting.
- (c) The Claims Settlement Committee shall be established as a standing committee. The regular meetings of the Claims Settlement Committee will be at 5:30 p.m., prior to and on the same days as the regular meetings of the Board meetings. The Committee will meet in Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.
- (1) The Claims Settlement Committee consists of the Board Chair and Vice Chair, the Budget and Finance Committee Chair, the Human Resources Committee Chair, the Fire Chief, and the Human Resources Director. The Deputy Fire Chief shall, in the absence of the Fire Chief, be an alternate Committee member. The Risk Manager shall in the absence of the Human Resources Director, be an alternate Committee member. In the absence of a member of the Board of Directors, the absent member may designate in writing, filed with the Clerk of the Authority, an alternate Committee member from the Executive Committee who may attend and participate to the full extent as the designated Committee member.
 - (2) Staff to the Committee will be the Risk Manager or his or her designee. Additional subject matter experts may attend Committees as necessary.

- (3) The Claims Settlement Committee shall have authority to (a) settle workers' compensation claims for amounts over \$50,000, not to exceed \$250,000, exclusive of any statutorily required future medical payments; (b) settle non-workers' compensation claims for amounts over \$50,000, not to exceed \$250,000; and (c) advise and recommend to OCFA's attorney of record the settlement of any lawsuit in an amount not to exceed \$250,000.
- (d) The Human Resources Committee shall be established as a standing committee. The regular meetings of the Human Resources Committee will be established by the Committee. The date and time selected by the Human Resources Committee is the first Tuesday of each month at 12 noon. The Human Resources Committee will meet in Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.
 - (1) The Human Resources Committee shall not exceed seven members of the Board of Directors. The Chair shall make all appointments to the Human Resources Committee. Appointments to the Human Resources Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.
 - (2) At the first meeting of the Human Resources Committee following the annual election of the Chair and Vice Chair of the Board of Directors, the Directors assigned to the Human Resources Committee shall elect from their members a Chair and Vice Chair of the Committee.
 - (3) Staff to the Committee will be the Human Resources Director or his or her designee. Additional subject matter experts may attend Committees as necessary.
 - (4) The Human Resources Committee shall advise OCFA staff and make recommendations to the Board of Directors on matters regarding human resources policies; job class specifications, compensation programs; benefit changes and renewals; labor negotiations; staff training, development and recognition programs; succession planning; risk management and workers' compensation policies; and development of management/performance evaluation and information systems.

RULE 11. DESIGNATED LABOR NEGOTIATIONS

- (a) For purposes of holding a closed session concerning compensation and benefits for the Fire Chief, the Board of Directors' designated representatives shall be the Chair, the Vice Chair and the Budget and Finance Committee Chair. Should the Board and/or Budget and Finance Committee reorganize prior to the completion of the Fire Chief's evaluation process the negotiators that began the process will complete the evaluation.
- (b) For purposes of holding a closed session concerning compensation and benefits for all other represented and unrepresented employees, the Board of Directors' designated representatives shall be the Deputy Fire Chief, the Human Resources Director and any other representative so designated at a meeting of the Board of Directors.

RULE 12. ALTERNATE DIRECTORS

An Alternate Director may act in the absence of the Director for his or her member agency and, in that capacity, may attend closed sessions of the Board of Directors. Alternate Directors shall not act as alternates for Directors on the Executive Committee or standing committees.

RULE 13. COMPENSATION/REIMBURSEMENT FOR EXPENSES

- (a) Compensation: Members of the Board of Directors are entitled to receive \$100 per meeting per day, with a maximum of \$300 per month, for voting member attendance at OCFA publicly noticed (Brown Act compliant) meetings and the monthly Chair/Chief meeting.
- (b) Authorized Expenses: OCFA funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized OCFA business. The following types of occurrences qualify a Board Member to receive payment and/or reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses, and generally constitute authorized expenses, as long as the other requirements of this policy are met:
 - 1) Communicating with representatives of regional, state and national government on OCFA adopted policy positions;
 - 2) Attending conferences designed to improve Board Member's expertise and information levels, including, but not limited to, ethics training required pursuant to California Government Code Section 53234;
 - 3) Participating in regional, state and national organizations whose activities affect OCFA's interests;
 - 4) Recognizing service to OCFA (for example, acknowledging a longtime employee with a retirement gift or celebration of nominal value and cost);
 - 5) Attending OCFA events.

All other expenditures require prior approval by the OCFA Board of Directors at a public meeting. The following expenses also require prior Board of Directors' approval:

- 1) International travel;
- 2) Expenses exceeding \$2,500 per person, per trip.

Examples of personal expenses that OCFA will not reimburse include, but are not limited to:

- 1) The personal portion of any trip;
- 2) Political contributions or events;
- 3) Family expenses, including partner's expenses when accompanying a Board Member on OCFA-related business, as well as children or pet-related expenses;

- 4) Charitable contributions or events, unless the event has a direct relationship to OCFA business, (for example, acknowledging extraordinary deeds by OCFA personnel) is approved by the Fire Chief and does not exceed \$250;
- 5) Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
- 6) Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
- 7) Personal losses incurred while on OCFA business.

Any questions regarding the propriety of a particular type of expense should be resolved before the expense is incurred.

- (c) Expense and Reimbursement Guidelines: To conserve OCFA resources and keep expenses within appropriate standards for public officials, expenditures, whether paid directly by OCFA or reimbursed to a Board Member, Members should adhere to the following guidelines. Unless otherwise specifically provided, reimbursement for travel, meals, lodging, and other actual and necessary expenses shall be at the Internal Revenue Service rates presently in effect as established in Publication 463 or any successor publication.

Transportation: The most economical mode and class of transportation reasonably consistent with scheduling needs and space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is used, the cost borne by OCFA will be limited to the cost of the most economical, direct, efficient and reasonable transportation form. Government and group rates offered by a provider of transportation services shall be used when available.

Automobile mileage is reimbursable at Internal Revenue Service rates in effect at the time of travel (see www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.

Reasonable and necessary charges for public transportation, taxi, or shuttle service are reimbursable at actual cost with receipts.

Rental vehicles may be used during out-of-county travel and will be reimbursed at actual cost. Rental vehicles may be used when the efficient conduct of OCFA business precludes the use of other means of transportation or when car rental is the most economical mode available. Itemized original receipts must be submitted with vehicle rental claims.

Lodging: Actual lodging costs will be reimbursed or paid for when travel on official OCFA business reasonably requires an overnight stay. If such lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the group rate published by the conference or activity sponsor for the meeting in question, provided that the group rate is available at the time of

booking. Government and group rates offered by a provider of lodging services shall be used when available.

Non-reimbursable lodging-related expenses include, but are not limited to, costs for an extra person staying in the room, costs related to late check out or uncanceled reservations, in-room pay-per-view movie rentals, and non-OCFA business related phone calls. Itemized receipts must accompany claims for lodging reimbursements.

Meals: Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area. OCFA will pay the actual cost of the meals, but will not pay for alcohol/personal bar expenses.

Telephone/Fax/ Cellular: Board Members will be reimbursed for actual telephone and fax expenses incurred on OCFA business. Telephone bills should identify which calls were made on OCFA business. For cellular calls when the Board Member has a particular number of minutes included in the Board Member's plan, the Board Member can identify the percentage of calls made on OCFA business.

Airport Parking: Long-term parking should be used for travel exceeding 24-hours. OCFA will pay the actual cost of long-term parking.

Other: Baggage handling at then current airport baggage rates per bag and gratuities of up to 15 percent will be reimbursed.

Miscellaneous: Actual expenses for registration, tuition, and parking are reimbursable for OCFA authorized business. Miscellaneous expenses must be supported with itemized receipts.

Expenses for which Board Members receive reimbursement from another agency are not reimbursable.

- (d) Expense Report Content and Submission Deadline: Expense reports must document that the expense in question meet the requirements of the policy. For example, if the meeting is with a legislator, the Board Member should explain whose meals were purchased, what issues were discussed and how those relate to the Authority's adopted legislative positions and priorities.

Board Members must submit their expense reports within 30 days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. Receipts for gratuities and tolls under \$5 are not required.

- (e) Audits of Expense Reports: All expenses are subject to verification of compliance with this policy.
- (f) Reports to Governing Board: At the following Board of Directors' meeting, each Board Member shall briefly report on meetings attended at OCFA expense. If multiple Board Members attended, a joint report may be made.

- (g) Compliance with Laws: Board Members should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act.
- (h) Violation of this Policy: Misuse of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to OCFA, 3) OCFA's reporting the expenses as income to the elected official to state and federal tax authorities, and 4) prosecution for misuse of public resources.

RULE 14. AMENDMENT OF RULES OF PROCEDURE

No rule of the Board shall be adopted or amended except by resolution adopted by the Board.

HISTORY

Board Rules of Procedure adopted 01/28/99, Resolution 99-004

- Rule 1 Meeting schedule adopted by Board of Directors 03/30/95
Revised meeting schedule 03/01/97
Revised meeting schedule 08/28/97
Sections (a), (b), (c), and (f) revised to reflect change in meeting location 11/2/10,
Resolution 2002-20
Sections (a), (b), (c), and (f) revised, to reflect change in meeting location 01/22/04
Resolution 2004-01
Section (b) reflect meeting going dark in December 09/23/10 Resolution 2010-14
Section (c) and (f) includes prior practice of posting agendas outside main entry gate
09/23/10 Resolution 2010-14
Section (a) define acronym RFOTC and remove June Board meeting dedicated for the
purpose of approving the budget Resolution No. 2011-02.
Section (a) modify “Except as other provided in this Rule,” to read, “Except as otherwise
provide in this Rule or by Resolution of the Board” inclusion of “Special meetings may
occur on other dates, times, and/or locations as noticed.” Resolution No. 2014-01
Section (b) reflect meeting time being changed from 6:00 p.m. to 5:30 p.m. 01/23/14 and
inclusion of “Special meetings may occur on other dates, times, and/or locations as
noticed.” Resolution No. 2014-01
Section (a) changing the regular meeting time from 6:30 p.m. to 6:00 p.m. Resolution
No. 2014-06
Section (b) reflect meeting date changed from the fourth Thursday to the third Thursday
of each month and the time being changed from 5:30 p.m. to 6:00 p.m. Resolution No.
2014-06*
- Rule 2 Title to include “Minutes”
Section (b) adopted 06/22/96
Section (b) reflects prior practice of identifying Board “Member” Comments and
Discussion “Calendar” on agenda 09/23/10 Resolution 2010-14
Section (2) corrects missing hyphen typo “two-thirds” 09/23/10 Resolution 2010-14
Section (d) adopted 09/27/12 Resolution 2012 05*
- Rule 3 Includes current practice in listing the order of business to include: Committee Reports,
Minutes, Public Comments, and Closed Session Report 09/23/10 Resolution 2010-14 (b)
and (c) added by Resolution 2013-07*
- Rule 4 Section (a) revised 01/22/04 Resolution 2004-01*
- Rule 5 Adopted 10/23/97 Resolution 97-024*
- Rule 6 Election date specified in the Joint Powers Agreement Creating the Authority, Article II,
Section 7
Section (c) adopted 09/27/12 Resolution 2012-05*
- Rule 9 Formation specified in the JPA Agreement, Article II, Section 6
Membership revised to include standing committee chairs 06/22/96
Number of members to be set by Board of Directors 10/24/96
Powers delegated to Executive Committee 03/01/97*

Standing Committee Chair alternate and At-large member 03/01/97
City Manager TAC as ex officio member 06/26/97
Membership revised to include immediate past Chair of the Board 10/23/97
Section (b) revised to define membership, 03/23/00 Resolution 2000-06
Section (b) revised and Section (c) added to clarify alternate member of the Executive Committee 09/27/01 Resolution 2001-13
Section (b) revised number of members and ratio 01/22/04 Resolution 2004-01
Section (c) includes designation of voting alternate of the Budget and Finance Chair and filling vacancy of Immediate Past Chair position 09/23/10 Resolution 2010-14
Section (c) inclusion of clause should no prior Board of Directors be available to sit on Executive Committee as Immediate Past Chair Resolution No. 2011-02.

Rule 10 Committees established by Board 06/22/96
Section (g) adopted by the Executive Committee on 05/22/97
Committee chair elections set by Board 10/23/97
Section (c) amended to achieve balance on Budget and Finance Committee between the number of members representing Structural Fire Fund and Cash Contract cities, 07/22/99 Resolution 99-23
Sections (a) through (g) revised to reflect disbanding of Administration & Personnel and Planning & Operations Committees 03/23/00 Resolution 2000-06
Section (a) designates that alternate directors shall not stand in for directors on standing committees 09/23/10 Resolution 2010-14
Section (b) designates regular Budget and Finance Committees meetings date, time, and location 09/23/10 Resolution 2010-14
Section numbers (c-f) renumbers to subsections (b1-b4) 09/23/10
Section (c) changed to (c1-c3) reflecting the new Claims Settlement Committee 09/23/10 Resolution 2010-14
Section (c) changed Claims Settlement Committee meeting time from 5:00 p.m. to 5:30 p.m.
Section (b) inclusion of "Special meetings may occur on other dates, times, and/or locations as noticed." Resolution No. 2014-01
Section (c) changed Claims Settlement Committee meeting time from 5:30 p.m. to 5:00 p.m. inclusion of "Special meetings may occur on other dates, times, and/or locations as noticed." Resolution No. 2014-01
Section (d) added reflecting the new Human Resources Committee 01/23/14 Resolution 2014-01
Section (c) changed Claims Settlement Committee meeting time from 5:00 p.m. to 4:00 p.m. Resolution No. 2014-XX
Section (d)(1) changed the membership of the Human Resources Committee from "consists of seven members" to "shall not exceed seven members". Resolution No. 2014-06
Section (c)(1) added the Human Resources Committee Chair to the membership of the Claims Settlement Committee. Resolution No. 2014-XX
Section (d) added the date and time of the Human Resources Committee meetings as the first Tuesday of each month at 12 noon. Resolution No. 2014-XX

Rule 11 Adopted 03/24/05, Resolution 2005-05
Changed Rule 11 subject to Designated Labor Negotiations renumbered former Rule 11 to Rule 12 09/23/10 Resolution 2010-14
Amended Rule 11(a) to include reorganization of Board/BFC Committee prior to completion of Fire Chief's Evaluation process 09/27/12 Resolution 2012-05

Section (b) Change title from Chief Deputy to Deputy Fire Chief and remove the word “management” Resolution 2014-06

- Rule 12 Policy set forth in the JPA Agreement, Article II, Section 2.
Revised 07/27/95 Resolution 95-13
Revised to allow compensation 03/23/00 Resolution 2000-08
Rule Number changed from 11 to 12, 03/24/05 Resolution 2005-05
Revised to add Travel Reimbursement Policies 11/17/05 Resolution 2005-30
Former Rule 11 changed to Rule 12, due to renumbering of former Rule 11 to Rule 12
and reflect that alternate directors will stand in for directors on the Executive Committee
09/23/10 Resolution 2010-14*
- Rule 13 Rule Number changed from 12 to 13, 03/24/05 Resolution 2005-05
Former Rule 12 changed to Rule 13, due to renumbering of Rule 11 09/23/10 Resolution
2010-14
Section (c)Other: changes baggage handling fee to current airport baggage rates
09/23/10 Resolution 2010-14
Rule 13 (a) amended to clarify “publicly noticed (Brown Act compliant)meeting are
stipend eligible meetings 09/27/12 Resolution 2012-05*
- Rule 14 Rule Number changed from 12 to 13, 03/24/05, Resolution 2005-05
Former Rule 13 changed to Rule 14, due to renumbering of Rule 1109/23/10 Resolution
2010-14*

CONSENT CALENDAR - AGENDA ITEM NO. 6
BOARD OF DIRECTORS MEETING
September 25, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Sherry Wentz, Clerk of the Authority

SUBJECT: **Ratify Appointment to Executive Committee**

Summary:

This agenda item is submitted to ratify an appointment to the Executive Committee.

Recommended Action:

Ratify the appointment of Trish Kelley to the Executive Committee as a Structural Fire Fund Alternate.

Background

The Executive Committee, as defined by Rule 9(b) of the Board of Directors Rules of Procedure, consists of no more than nine (9) members of the Board of Directors. The Executive Committee membership is comprised of the following designated positions: the Chair and Vice Chair of the Board of Directors, the immediate past Chair of the Board, and the Chair of the Budget and Finance Committee. In addition, up to five at-large members, who must include at least one member of the County Board of Supervisors, may serve as members of the Committee. In the selection of at-large members, appointments shall be made in such a manner as to achieve approximately the ratio of cash contract cities to total member agencies of the Authority.

The Chair of the Board may make at-large appointments to the Executive Committee to fill any vacancies, subject to approval by the Board of Directors. There are currently two Structural Fire Fund and Cash Contract Alternate vacancies on the Executive Committee. Chair Murray has selected Trish Kelley (Mission Viejo) to fill one of the Structural Fire Fund Alternate vacancies.

Therefore, pursuant to Rule 9 of the OCFA Board of Directors Rules of Procedures, and subject to the confirming vote by the Board of Directors, the membership of the Executive Committee will be as follows:

Al Murray, Chair – Tustin*
Gene Hernandez, Vice Chair – Yorba Linda
Steven Weinberg, Immediate Past Chair – Dana Point
Randy Bressette, Budget and Finance Committee Chair – Laguna Hills
Todd Spitzer, County Board of Supervisors
Noel Hatch, At-Large Member – Laguna Woods
Jeffrey Lalloway, At-Large Member – Irvine
David John Shawver, At-Large Member – Stanton*
Elizabeth Swift, At-Large Member – Buena Park*

Structural Fire Fund Alternates: Sam Allevato - San Juan Capistrano
Trish Kelley – Mission Viejo
Vacancy

Cash Contract Alternates: Tri Ta – Westminster*
Vacancy
Vacancy

* = Cash Contract City

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Staff Contact for Further Information

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

Attachments:

None.

CONSENT CALENDAR - AGENDA ITEM NO. 7
BOARD OF DIRECTORS MEETING
September 25, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Secured Fire Protection Agreement with 360 Irvine, LLC, a California Corporation, Related to the 360 Fusion Apartments Development, Tract 17614, in the City of Irvine**

Summary:

This item is submitted to authorize the Fire Chief to execute a Secured Fire Protection Agreement (SFPA) with 360 Irvine, LLC, related to the 360 Fusion Apartments development, Tract 17614, in the City of Irvine. This agreement defines the “fair share” contribution needed to adequately serve the intended development and current communities adjacent to this area.

Recommended Actions:

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with 360 Irvine, LLC, related to the 360 Fusion Apartments Development, Tract 17614, in the City of Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange and furnish to 360 Irvine, LLC, a copy of the conformed document within fifteen days of recordation.

Background:

360 Irvine, LLC, will be developing a 280 unit apartment complex. Under standard conditions for the IBC specific plan area approved by the City of Irvine Council, a Secured Fire Protection Agreement is required. Payments will be made to OCFA after the agreement is signed and recorded. Revenues generated from the Agreement are not restricted and are based on a fee of \$600 per dwelling unit. The fees are intended to cover a pro rata share of costs associated with providing fire protection services to the new development.

The proposed agreement should provide OCFA and 360 Irvine, LLC, with the ability to make long-range plans and decisions with respect to both infrastructure costs and operational costs associated with this development. The agreement provides OCFA with the necessary assurances needed to complete work/review on enhancement to the regional emergency fire services delivery system in the Irvine Business Complex area.

Impact to Cities/County:

This agreement has no negative impacts to any of our member cities or the County.

Fiscal Impact:

Revenue produced by full entitlements would be \$168,000.

Staff Contact for Further Information:

Michele Hernandez, Management Analyst, Strategic Services
michelehernandez@ocfa.org
(714) 573-6199

Attachment:

Proposed Secured Fire Protection Agreement

SECURED FIRE PROTECTION AGREEMENT

by and between the

ORANGE COUNTY FIRE AUTHORITY,
A CALIFORNIA JOINT POWERS AUTHORITY

and

360-Irvine, LLC

Effective Date: _____, 2014

Project Name: 360 Fusion

**ORANGE COUNTY FIRE AUTHORITY
SECURED FIRE PROTECTION AGREEMENT**

WITH

360-Irvine, LLC

This Secured Fire Protection Agreement (“Agreement”) is made between the Orange County Fire Authority, a California Joint Powers Authority (“OCFA”) and 360-Irvine, LLC (“Company”), and is effective as of September 2, 2014.

RECITALS

A. OCFA is a governmental entity, organized as a California Joint Powers Authority, providing fire protection and life safety services to over one million residents within the County of Orange (“County”), including the City of Irvine (“City”) and all of the real property described in this Agreement.

B. This Agreement covers real property owned by Company located within the County of Orange and the City of Irvine as of the date of this Agreement, all as described on Exhibit A attached hereto. The extent of Company development for which fire protection services will be provided by Authority shall cover all of the property subject to Tentative Tract Map No. 17614

C. Company’s development of the Project Area is subject to the general development requirements and conditions (collectively, the “City Conditions”) related to the provision for emergency response, fire protection services, equipment and facilities imposed by the City. The City Conditions generally include requirements for Company to enter into agreements with OCFA to ensure that Company will provide for and contribute its *pro rata* fair share costs of emergency response, fire protection services, equipment and facilities for the benefit of residents residing within the Project Area.

D. OCFA and Company believe that this Agreement contains adequate safeguards to ensure OCFA’s ability to enforce the obligations of this Agreement and protect the public interest.

AGREEMENT

Based upon the foregoing Recitals and in consideration of the covenants and conditions contained in this Agreement, the parties agree to timely perform each of their respective obligations as set forth herein.

SECTION 1. DEFINITIONS

Unless the context otherwise requires, wherever in this Agreement the following terms are used, the intent and meaning shall be interpreted as provided herein.

“Agreement” means this Secured Fire Protection Agreement, including the attached Exhibits between OCFA and the Company.

“OCFA” means the Orange County Fire Authority, a governmental entity and California joint powers authority.

“City” means the City of Irvine, a member of OCFA.

“Company” means 360-Irvine, LLC

“City Conditions” means the general development requirements and conditions related to the provision of emergency response, fire protection services, equipment and facilities imposed by the City as conditions of approval on development projects proposed or undertaken in the City by Company.

“Effective Date” means the date this Agreement is approved by the OCFA Board of Directors.

“Fee” means the most current fee, as approved by OCFA or its successors or predecessors in interest, or as may be adopted by OCFA or its successors from time to time, for the funding in whole or in part of emergency response, fire protection services, equipment and facilities within the jurisdiction of OCFA.

“Project Area” means the property owned by Company within the City as of the date of this Agreement, and as more particularly described in Exhibit A.

“Security Instruments” means surety bonds, letters of credit or any other form of security or method, acceptable to OCFA, of assuring construction, installation, or provision of emergency response, fire protection services, equipment and facilities.

SECTION 2. COMPANY OBLIGATIONS

Company is in the process of developing the property in the Project Area and constructing improvements thereon that will result in regional impacts that will require emergency response, fire protection services, equipment and facilities by OCFA. In recognition and consideration of these impacts, OCFA and Company mutually agree as follows:

A. Acknowledgment of Obligations and Satisfaction of OCFA Requirements

Company acknowledges that pursuant to the City Conditions, Company is required (i) to provide a *pro rata* share of funding necessary to establish adequate emergency response, fire protection services, equipment and facilities, and (ii) contribute towards overall regional emergency response, fire protection services, equipment and facilities as provided herein in this Agreement. OCFA acknowledges that Company's performance of the obligations set forth in this Agreement constitute satisfaction of the obligations of Company for this Project. The *pro rata* share does not include standard processing fees for plan checking, permits and similar services or requirements of OCFA.

B. Pro Rata Share

1. Company agrees to pay in full its *pro rata* share as provided below:

(a) A cash contribution in an amount determined by multiplying the applicable fee in effect at the time payment is due by the number of proposed residential dwelling units and, in the case of commercial development, the square footage equivalency as determined by the formula in subparagraph (b) below (all as shown on the attached Exhibit B), within ten (10) days of issuance of the first residential or commercial building permit ("Due Date") for any portion of the property owned by Company within the Project Area as of the Effective Date. The parties agree that the applicable fee on the Effective Date is \$600/unit. The parties further agree that the Company's total funding obligation on the effective date of this Agreement is \$168,000 (all as shown on Exhibit B).

(b) Such amounts of residential dwelling units and square footage of commercial development may be adjusted according to an equivalency formula as follows: 1) commercial development square footage may be divided by 1,000 and then multiplied by 0.9 (nine/tenths or 9/10) to reach the equivalent dwelling units; 2) residential dwelling units may be divided by 0.9 (nine/tenths or 9/10) and then multiplied by 1,000 to reach the equivalent commercial square footage.

2. Nothing in this Agreement shall be construed to prohibit Company from paying all, or a portion, of the amount(s) set forth above in advance of the Due Date. Such prepayment will be calculated by multiplying \$600 or the applicable fee in effect at the time of payment by the number of units for which the Company wishes to prepay. Company will not be responsible for any subsequent fee increase that may be adopted by OCFA between the date of payment and the issuance of a building permit for the units covered by the paid fee.

3. In the event that the actual number of dwelling units, or equivalent dwelling units, built is less than 280, OCFA will make such adjustments as may be appropriate, including the payment of any refund for any amounts overpaid. At build-out, documentation satisfactory to OCFA shall be furnished to OCFA which verifies the actual number of dwelling units, or equivalent dwelling units, constructed and that no further

units, or equivalent units, shall be built on the property in the Project Area owned by Company on the Effective Date. Such documentation shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built (calculated by subtracting the total number of units, or equivalent units, built from 280, the total number of units, or equivalent units, allowed). OCFA shall refund the Company for any amounts overpaid within thirty (30) days of the earlier of (i) written notification to OCFA that the Company will build less than the 280 proposed residential dwelling units; and (ii) the date the OCFA receives the above-referenced documentation which shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built.

SECTION 3. SECURITIES

A. Security to Guarantee Payment

Within sixty (60) days after execution of this Agreement, Company shall furnish OCFA with a Faithful Performance Bond or Letter of Credit or any other security instrument acceptable to the Fire Chief and OCFA Counsel, securing Company's then remaining obligation to pay OCFA the *pro rata* share amount set forth in Section 2, subject to the following requirements:

1. Form of Security Instruments. All Security Instruments shall meet the following minimum requirements and otherwise shall be in a form acceptable to OCFA:

(a) Any insurance company acting as surety shall have a minimum rating of A, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey 08858; any bank issuing a Letter of Credit shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's; each entity acting as a surety shall be licensed to do business in California.

(b) Payments under the security instrument shall be required to be made in the County of Orange, State of California.

(c) The security instrument shall reference Company's obligations under this Agreement, shall be irrevocable, and shall include, as an additional obligation secured, the responsibility to compensate OCFA for all of OCFA's reasonable attorneys' fees and litigation expenses reasonably incurred in enforcing its rights under the security instrument.

2. Release of Security Instruments. OCFA shall release or partially release the Faithful Performance Bond or Letter of Credit, *pro rata*, upon Company's written request as and when OCFA receives payment and after acceptance of Company's final payment obligation pursuant to Section 2.

SECTION 4. DEFAULT AND ATTORNEYS' FEES

A. Remedies Not Exclusive

In any case where this Agreement provides a specific remedy to OCFA for breach or default by Company hereunder, such remedy shall be in addition to, and not exclusive of, OCFA's right to pursue any other administrative, legal or equitable remedy to which it may be entitled.

B. Attorneys' Fees and Costs

In the event of any litigation arising out of this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief, which may be granted, shall be entitled to recover its reasonable attorneys' fees and costs. Such attorneys' fees and costs shall include fees and costs on any appeal, and all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to such litigation or arbitration. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

SECTION 5. GENERAL PROVISIONS

A. Successors and Assigns

This Agreement shall be binding upon all successors and assigns of Company's right, title, and interest in and to the Project Area and any portions thereof.

B. Density and Intensity of Development

The provisions of this Agreement shall be deemed to be in substantial compliance with all City Conditions for this Project. In the event the density or intensity of development for this Project is proposed to be increased, OCFA and Company shall meet and confer and determine whether there should be any modification to this Agreement to provide for additional services, equipment or facilities necessary to serve the Project Area as a result of the approval of any such increase. In the event the parties cannot agree, OCFA shall have the right to protest or contest in any administrative or judicial forum as OCFA deems appropriate any approval of any such increase.

C. Waiver of Rights and Claims

Company agrees and acknowledges that there is an essential nexus between its *pro rata* share and a legitimate governmental interest and that its *pro rata*

share is roughly proportional to and reasonably and rationally related to the impacts that will be caused by development of the Project Area.

In consideration of the mutual promises and covenants set forth in this Agreement, Company, its successors and assigns, hereby waives and releases any present or future rights or claims Company, or its successors or assigns may have or possess under Government Code section 66000 et. seq. (as amended) with respect to OCFA's establishment, receipt and use of the fees required to be paid to OCFA under this Agreement so long as OCFA, or its successors in interest, continues to provide fire protection and related services to the Project Area as contemplated by this Agreement.

D. Good Faith Negotiations

Company acknowledges and agrees that OCFA is prepared to conduct a fee study that might result in an increased *pro rata* share to Company. Company desires to avoid the delay and uncertain results of such a study and enters this Agreement in good faith and in consideration for OCFA deferring such a study to a later date.

E. Severability

In the event any portion of this Agreement shall finally be determined by a court of competent jurisdiction to be unlawful, such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable laws then in effect.

F. Notices

All written notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be delivered in person or sent certified or registered mail, postage prepaid and addressed as follows:

To: Orange County Fire Authority
Attn: Fire Chief
1 Fire Authority Road
Irvine, CA 92602

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

To: 360-Irvine, LLC
c/o 360 Residential, LLC
3625 Cumberland Blvd. Suite 1150
Atlanta, Georgia 30339
Attention: Jeff Warshaw or Clark Butler

WITH COPY TO:
Jay J. Levin, Bryan Cave LLP
1201 W. Peachtree St. N.W.
One Atlantic Center, 14th Floor
Atlanta, Georgia 30309

All notices provided for herein shall be deemed effective upon receipt if personally served or seventy-two (72) hours after being sent by certified or registered mail, postage prepaid.

G. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements between them pertaining to the subject matter hereof.

H. Recordation of Agreement

This Agreement and any amendment shall be recorded in the Official Records of the County of Orange by OCFA with a conformed copy being furnished to Company by OCFA within fifteen (15) days of recordation.

I. Time of the Essence

OCFA and Company agree that time is of the essence with respect to each provision of this Agreement of which time is an element.

J. Exhibits to Agreement

This Agreement includes the following Exhibits, which are attached hereto and made a part hereof:

Exhibit A - Description of the Project Area

Exhibit B - Fire Service Impact Fees

///

///

///

K. Authorized Signatories

Company and its signatories herein covenant and represent that each individual executing this Agreement is a person duly authorized to execute this Agreement for Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

ORANGE COUNTY FIRE AUTHORITY
a California Joint Powers Authority

Date: _____

By: _____
Jeff Bowman, Fire Chief
Orange County Fire Authority

ATTEST:

By: _____
Sherry Wentz
Clerk of the Orange County
Fire Authority

Date: _____

APPROVED AS TO FORM:

DAVID E. KENDIG
GENERAL COUNSEL

By: David Kendig

Date: SEPT. 10, 2014

360-IRVINE, LLC, a Delaware limited liability company

By: 360 – Irvine Member, LLC, its Member and Manager

By: 360 Residential, LLC, its Member and Manager

Date: 9/3/14

By: 

Its Manager

Jeff D. Warsaw





EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT AREA

Lots 19 and 20 of Tract No. 8018 in the city of Irvine, county of Orange, state of California, as per map recorded in book 313, pages 20 to 22 inclusive, and lot 6 of Tract No. 7905 in the city of Irvine, county of Orange, state of California, as per map recorded in book 329, pages 13 to 16 inclusive, both of miscellaneous maps, in the office of the recorder of the county of Orange.

EXHIBIT B
FIRE SERVICE IMPACT FEES

Dwelling Units	Rate	Obligation
280	\$600	\$ 168,000
Total Units – 280	\$600	<hr/> \$ 168,000

CONSENT CALENDAR - AGENDA ITEM NO. 8
BOARD OF DIRECTORS MEETING
September 25, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Secured Fire Protection Agreement with Taylor Morrison of California, LLC, Related to the Camden Square Development, Tract 17439, in the City of Lake Forest**

Summary:

This item is submitted to authorize the Fire Chief to execute a Secured Fire Protection Agreement (SFPA) with Taylor Morrison of California, LLC, related to the Camden Square Development, Tract 17439, in the City of Lake Forest. This agreement defines the “fair share” contribution needed to adequately serve the intended development and current communities adjacent to this area.

Recommended Actions:

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with Taylor Morrison of California, LLC, related to the Camden Square Development, Tract 17439, in the City of Lake Forest.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange and furnish to Taylor Morrison of California, LLC, a copy of the conformed document within fifteen days of recordation.

Background:

Taylor Morrison of California, LLC, will be developing 72 single-family dwelling units. Under mitigation measures approved by the City of Lake Forest for the project, a Secured Fire Protection Agreement is required. Payments will be made to OCFA after the agreement is signed and recorded, prior to the building permit issuance. Revenues generated from the Agreement are not restricted and are based on a fee of \$600 per dwelling unit. The fees are intended to cover a pro rata share of costs associated with providing fire protection services to the new development.

The proposed agreement should provide OCFA and Taylor Morrison of California, LLC, with the ability to make long-range plans and decisions with respect to both infrastructure costs and operational costs associated with this development. The agreement provides OCFA with the necessary assurances needed to complete work/review on enhancement to the regional emergency fire services delivery system.

Impact to Cities/County:

This agreement has no negative impacts to any of our member cities or the County.

Fiscal Impact:

Revenue produced by agreement would be \$43,200.

Staff Contact for Further Information:

Michele Hernandez, Management Analyst, Strategic Services
michelehernandez@ocfa.org
(714) 573-6199

Attachment:

Proposed Secured Fire Protection Agreement

SECURED FIRE PROTECTION AGREEMENT

by and between the

**ORANGE COUNTY FIRE AUTHORITY,
A CALIFORNIA JOINT POWERS AUTHORITY**

and

TAYLOR MORRISON OF CALIFORNIA, LLC

Effective Date: _____

Project Name: Camden Square

**ORANGE COUNTY FIRE AUTHORITY
SECURED FIRE PROTECTION AGREEMENT**

WITH

TAYLOR MORRISON OF CALIFORNIA, LLC

This Secured Fire Protection Agreement ("Agreement") is made between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA") and Taylor Morrison of California, LLC, a California limited liability company ("Company"), and is effective as of _____, 201____.

RECITALS

A. OCFA is a governmental entity, organized as a California Joint Powers Authority, providing fire protection and life safety services to over one million residents within the County of Orange ("County"), including the City of Lake Forest ("City") and all of the real property described in this Agreement.

B. This Agreement covers real property owned by Company located within the County of Orange and the City of Lake Forest as of the date of this Agreement, all as described on Exhibit A attached hereto. The extent of Company development for which fire protection services will be provided by Authority shall cover all of the property subject to Tentative Tract Map No. 17439.

C. Company's development of the Project Area is subject to the general development requirements and conditions (collectively, the "City Conditions") related to the provision for emergency response, fire protection services, equipment and facilities imposed by the City. The City Conditions generally include requirements for Company to enter into agreements with OCFA to ensure that Company will provide for and contribute its *pro rata* fair share costs of emergency response, fire protection services, equipment and facilities for the benefit of residents residing within the Project Area.

D. OCFA and Company believe that this Agreement contains adequate safeguards to ensure OCFA's ability to enforce the obligations of this Agreement and protect the public interest.

AGREEMENT

Based upon the foregoing Recitals and in consideration of the covenants and conditions contained in this Agreement, the parties agree to timely perform each of their respective obligations as set forth herein.

SECTION 1. DEFINITIONS

Unless the context otherwise requires, wherever in this Agreement the following terms are used, the intent and meaning shall be interpreted as provided herein.

"Agreement" means this Secured Fire Protection Agreement, including the attached Exhibits between OCFA and the Company.

"OCFA" means the Orange County Fire Authority, a governmental entity and California joint powers authority.

"City" means the City of Lake Forest, a member of OCFA.

"Company" means Taylor Morrison of California, LLC, a California limited liability company, and its successors and assigns.

"City Conditions" means the general development requirements and conditions related to the provision of emergency response, fire protection services, equipment and facilities imposed by the City as conditions of approval on development projects proposed or undertaken in the City by Company.

"Effective Date" means the date this Agreement is approved by the OCFA Board of Directors.

"Fee" means the most current fee, as approved by OCFA or its successors or predecessors in interest, or as may be adopted by OCFA or its successors from time to time, for the funding in whole or in part of emergency response, fire protection services, equipment and facilities within the jurisdiction of OCFA.

"Project Area" means the property owned by Company within the City as of the date of this Agreement, and as more particularly described in Exhibit A.

"Security Instruments" means surety bonds, letters of credit or any other form of security or method, acceptable to OCFA, of assuring construction, installation, or provision of emergency response, fire protection services, equipment and facilities.

SECTION 2. COMPANY OBLIGATIONS

Company is in the process of developing the property in the Project Area and constructing improvements thereon that will result in regional impacts that will require emergency response, fire protection services, equipment and facilities by OCFA. In recognition and consideration of these impacts, OCFA and Company mutually agree as follows:

A. Acknowledgment of Obligations and Satisfaction of OCFA Requirements

Company acknowledges that pursuant to the City Conditions, Company is required (i) to provide a *pro rata* share of funding necessary to establish adequate emergency response, fire protection services, equipment and facilities, and (ii) contribute towards overall regional emergency response, fire protection services, equipment and facilities as provided herein in this Agreement. OCFA acknowledges that Company's performance of the obligations set forth in this Agreement constitute satisfaction of the obligations of Company for this Project. The *pro rata* share does not include standard processing fees for plan checking, permits and similar services or requirements of OCFA.

B. Pro Rata Share

1. Company agrees to pay in full its *pro rata* share as provided below:

(a) A cash contribution in an amount determined by multiplying the applicable fee in effect at the time payment is due by the number of proposed residential dwelling units and, in the case of commercial development, the square footage equivalency as determined by the formula in subparagraph (b) below (all as shown on the attached Exhibit B), within ten (10) days of issuance of the first residential or commercial building permit ("Due Date") for any portion of the property owned by Company within the Project Area as of the Effective Date. The parties agree that the applicable fee on the Effective Date is \$600/unit. The parties further agree that the Company's total funding obligation on the effective date of this Agreement is \$43,200 (all as shown on Exhibit B).

(b) Such amounts of residential dwelling units and square footage of commercial development may be adjusted according to an equivalency formula as follows: 1) commercial development square footage may be divided by 1,000 and then multiplied by 0.9 (nine/tenths or 9/10) to reach the equivalent dwelling units; 2) residential dwelling units may be divided by 0.9 (nine/tenths or 9/10) and then multiplied by 1,000 to reach the equivalent commercial square footage.

2. Nothing in this Agreement shall be construed to prohibit Company from paying all, or a portion, of the amount(s) set forth above in advance of the Due Date. Such prepayment will be calculated by multiplying \$600 or the applicable fee in effect at the time of payment by the number of units for which the Company wishes to prepay. Company will not be responsible for any subsequent fee increase that may be adopted by OCFA between the date of payment and the issuance of a building permit for the units covered by the paid fee.

3. In the event that the actual number of dwelling units, or equivalent dwelling units, built is less than 72, OCFA will make such adjustments as may be appropriate, including the payment of any refund for any amounts overpaid. At build-out, documentation satisfactory to OCFA shall be furnished to OCFA which

verifies the actual number of dwelling units, or equivalent dwelling units, constructed and that no further units, or equivalent units, shall be built on the property in the Project Area owned by Company on the Effective Date. Such documentation shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built (calculated by subtracting the total number of units, or equivalent units, built from 72, the total number of units, or equivalent units, allowed). OCFA shall refund the Company for any amounts overpaid within thirty (30) days of the earlier of (i) written notification to OCFA that the Company will build less than the 72 proposed residential dwelling units; and (ii) the date the OCFA receives the above-referenced documentation which shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built.

SECTION 3. SECURITIES

A. Security to Guarantee Payment

Within sixty (60) days after execution of this Agreement, Company shall furnish OCFA with a Faithful Performance Bond or Letter of Credit or any other security instrument acceptable to the Fire Chief and OCFA Counsel, securing Company's then remaining obligation to pay OCFA the *pro rata* share amount set forth in Section 2, subject to the following requirements:

1. Form of Security Instruments. All Security Instruments shall meet the following minimum requirements and otherwise shall be in a form acceptable to OCFA:

(a) Any insurance company acting as surety shall have a minimum rating of A, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey 08858; any bank issuing a Letter of Credit shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's; each entity acting as a surety shall be licensed to do business in California.

(b) Payments under the security instrument shall be required to be made in the County of Orange, State of California.

(c) The security instrument shall reference Company's obligations under this Agreement, shall be irrevocable, and shall include, as an additional obligation secured, the responsibility to compensate OCFA for all of OCFA's reasonable attorneys' fees and litigation expenses reasonably incurred in enforcing its rights under the security instrument.

2. Release of Security Instruments. OCFA shall release or partially release the Faithful Performance Bond or Letter of Credit, *pro rata*, upon Company's written request as and when OCFA receives payment and after acceptance of Company's final payment obligation pursuant to Section 2.

SECTION 4. DEFAULT AND ATTORNEYS' FEES

A. Remedies Not Exclusive

In any case where this Agreement provides a specific remedy to OCFA for breach or default by Company hereunder, such remedy shall be in addition to, and not exclusive of, OCFA's right to pursue any other administrative, legal or equitable remedy to which it may be entitled.

B. Attorneys' Fees and Costs

In the event of any litigation arising out of this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief, which may be granted, shall be entitled to recover its reasonable attorneys' fees and costs. Such attorneys' fees and costs shall include fees and costs on any appeal, and all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to such litigation or arbitration. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

SECTION 5. GENERAL PROVISIONS

A. Successors and Assigns

This Agreement shall be binding upon all successors and assigns of Company's right, title, and interest in and to the Project Area and any portions thereof.

B. Density and Intensity of Development

The provisions of this Agreement shall be deemed to be in substantial compliance with all City Conditions for this Project. In the event the density or intensity of development for this Project is proposed to be increased, OCFA and Company shall meet and confer and determine whether there should be any modification to this Agreement to provide for additional services, equipment or facilities necessary to serve the Project Area as a result of the approval of any such increase. In the event the parties cannot agree, OCFA shall have the right to protest or contest in any administrative or judicial forum as OCFA deems appropriate any approval of any such increase.

C. Waiver of Rights and Claims

Company agrees and acknowledges that there is an essential nexus between its *pro rata* share and a legitimate governmental interest and that its *pro*

rata share is roughly proportional to and reasonably and rationally related to the impacts that will be caused by development of the Project Area.

In consideration of the mutual promises and covenants set forth in this Agreement, Company, its successors and assigns, hereby waives and releases any present or future rights or claims Company, or its successors or assigns may have or possess under Government Code section 66000 et. seq. (as amended) with respect to OCFA's establishment, receipt and use of the fees required to be paid to OCFA under this Agreement so long as OCFA, or its successors in interest, continues to provide fire protection and related services to the Project Area as contemplated by this Agreement.

D. Good Faith Negotiations

Company acknowledges and agrees that OCFA is prepared to conduct a fee study that might result in an increased *pro rata* share to Company. Company desires to avoid the delay and uncertain results of such a study and enters this Agreement in good faith and in consideration for OCFA deferring such a study to a later date.

E. Severability

In the event any portion of this Agreement shall finally be determined by a court of competent jurisdiction to be unlawful, such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable laws then in effect.

F. Notices

All written notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be delivered in person or sent certified or registered mail, postage prepaid and addressed as follows:

To: Orange County Fire Authority
Attn: Fire Chief
1 Fire Authority Road
Irvine, CA 92602

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

To: Taylor Morrison of California, LLC
8105 Irvine Center Drive, Suite 1450
Irvine, CA 92618
Attn: Angela Meyer

WITH COPY TO:
Glenn Mau, Esq.
Archer Norris, A Professional Law Corp.
4695 MacArthur Court, Suite 350
Newport Beach, CA 92660

All notices provided for herein shall be deemed effective upon receipt if personally served or seventy-two (72) hours after being sent by certified or registered mail, postage prepaid.

G. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements between them pertaining to the subject matter hereof.

H. Recordation of Agreement

This Agreement and any amendment shall be recorded in the Official Records of the County of Orange by OCFA with a conformed copy being furnished to Company by OCFA within fifteen (15) days of recordation.

I. Termination of the Agreement.

Upon the satisfaction of Company's obligations under this Agreement including, but not limited to Sections 2 and 3 above, and the release of all security instruments posted by Company to secure payment, the parties agree that this Agreement shall, without the execution of any additional documentation, immediately terminate and be of no further force and effect except as to those terms that specifically survive termination. The following sections shall survive termination: Sections 1, 2.B.3., 4.A., 4.B., 5.A., 5.B., 5.C., 5.D., 5.E., 5.G., and 5.K.

J. Time of the Essence

OCFA and Company agree that time is of the essence with respect to each provision of this Agreement of which time is an element.

K. Exhibits to Agreement

This Agreement includes the following Exhibits, which are attached hereto and made a part hereof:

- Exhibit A - Description of the Project Area
- Exhibit B - Fire Service Impact Fees

///

///

///

L. Authorized Signatories

Company and its signatories herein covenant and represent that each individual executing this Agreement is a person duly authorized to execute this Agreement for Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

ORANGE COUNTY FIRE AUTHORITY
a California Joint Powers Authority

Date: _____

By: _____
Keith Richter, Fire Chief
Orange County Fire Authority

ATTEST:

By: _____
Sherry Wentz
Clerk of the Orange County
Fire Authority

Date: _____

APPROVED AS TO FORM:

DAVID E. KENDIG
GENERAL COUNSEL
By: 

Date: 8/22/14

TAYLOR MORRISON OF CALIFORNIA, LLC,
a California limited liability company

Date: 8/28/14

By: 
Its Authorized representative

By: 
Its Authorized representative

ACKNOWLEDGMENT

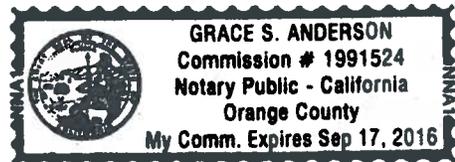
State of California
County of Orange)

On August 22, 2014 before me, Grace S Anderson, a notary public
(insert name and title of the officer)

personally appeared Marta Flores and Philip Bodem,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in
~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



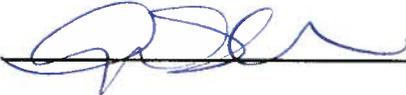
Signature  (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT AREA

Real property in the City of Lake Forest, County of Orange, State of California, described as follows:

PARCELS 3 AND 4 OF PARCEL MAP NO. 95-177, IN THE CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 292, PAGES 13 TO 17 INCLUSIVE, OF PARCEL MAPS, AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 23, 2002, AS INSTRUMENT NO. 20020609954, OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, MINERALS, NATURAL GAS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL RESOURCES, METALLIFEROUS OR OTHER ORES, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR, AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AS RESERVED IN THE DEED FROM FOOTHILL RANCH COMPANY, A CALIFORNIA LIMITED PARTNERSHIP RECORDED MARCH 11, 1996 AS INSTRUMENT NO. 19960116968 OF OFFICIAL RECORDS.

APN: 612-163-03

EXHIBIT B
FIRE SERVICE IMPACT FEES

Dwelling Units	Rate	Obligation
72	\$600	\$43,200
Total Units – 72	\$600	<hr/> \$43,200

CONSENT CALENDAR - AGENDA ITEM NO. 9
BOARD OF DIRECTORS MEETING
September 25, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Award of Contract and Approval of Plans and Specifications for Renovation of Santa Ana Fire Stations**

Summary

This report seeks approval of the plans and specifications for the upgrade of specified Santa Ana fire stations, and approval and award of a public works contract to Plyco Corp. for the amount \$714,630.

Recommended Actions:

1. Approve the plans and specifications for the facilities upgrade for OCFA Santa Ana Fire Stations 72, 73, 74, 75, 76, and 78.
2. Accept the Plyco Corp. bid of August 27, 2014.
3. Approve and award the public works contract to Plyco Corp. in the amount of \$714,630.
4. Authorize a contingency fund of \$145,188 from the Community Development Block Grant (CDBG) of \$859,818 allocated for the fire station upgrades.
5. Approve and authorize the Purchasing Manager to amend the proposed Contractor Services Agreement with Plyco Corp., and if sufficient funds are available after completion of Fire Stations 72, 74, 75, and 76, to add back the project scopes for Fire Station 73, and/or Fire Station 78.

Background:

On September 26, 2013, the Board of Directors approved an agreement with the City of Santa Ana that designated OCFA as a sub-recipient for an \$890,000 U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Funds (CDBG) to improve up to nine OCFA fire stations located in the City of Santa Ana. The agreement provided grant funds for as many of the upgrades/renovations for the nine Santa Ana fire stations as funds would allow.

In January 2014, OCFA issued a Request for Proposal (RFP) soliciting professional services for design, and plans and specifications for two kitchens and six bathrooms among six eligible fire stations. Eight firms responded to the RFP and the firm of Lewis/Schoepfle Architects was selected for cost of \$28,700 to provide design plans and specifications (Attachment 1). On July 23, 2014, OCFA issued a Request for Bid (RFB) TO1966 (Attachment 2), seeking qualified general contractors to complete fire station upgrades. Six station remodels were bid as a single project; with each station itemized individually in case the budget could only support a portion of the projects to be undertaken.

Twenty-two firms attended the mandatory pre-bid meeting; three firms submitted bids on the closing date of August 27, 2014. The bidding firms are:

1. Plyco Corp.	\$935,163
2. Dalke & Sons Construction	\$938,931
3. Hoffman Management and Construction	\$985,075

Plyco Corp. submitted the lowest responsive, responsible bid (Attachment 3). Its submission was fully compliant with the bid requirements and the regulations governing the grant. Plyco Corp. meets all of the bonding and insurance requirements to do business with OCFA.

The low bid exceeded the funds available in the grant. The RFB anticipated this possibility and, required bidders to provide bids for each fire station project separately, so project scopes could be removed as necessary. Fire Station 73 and 78 projects were removed to allow a sufficient budget to complete the four remaining station projects, while providing sufficient contingency reserve for unknown conditions. The removal of Fire Stations 73 and 78 did not change the low bid. Fire Stations 73 and 78 projects were selected for removal because they are identical stations with the lowest project costs.

Staff is requesting authorization to create a contingency fund from within the remaining grant funds. All stations eligible for CDBG renovations are more than forty years old and the possibility of encountering concealed hazardous materials and internal structural deterioration is substantial. Staff believes a contingency of \$145,188 (16%) is prudent and necessary as Santa Ana is a cash contract city and all reserves must come from the CDBG. If the contingency is not used and/or the projects are completed under the bid amount, Fire Stations 73 and 78 bathroom renovations may be added to the scope of work, within the remaining budget.

Plyco Corp. individual station bids are:

Fire Station 72 – Kitchen Bathroom and Shower	\$190,732
Fire Station 74 – Kitchen and Bathroom	\$232,047
Fire Station 75 – Bathroom, Shower and ADA	\$164,502
Fire Station 76 – Bathroom and Shower	\$127,349
Total	\$714,630
Removed Projects:	
Fire Station 73 – Bathroom and Shower	\$114,741
Fire Station 78 – Bathroom and Shower	\$105,792
RFB Advertisement: \$2,382	
Architectural Design, Plans and Specifications	\$27,800
Contingency:	\$145,188
Total CDBG	\$890,000

Impact to Cities/County:

None

Fiscal Impact:

All funds are sourced from the HUD Community Development Block Grant

Staff Contact for Further Information:

Steve Chambers, Property Manager

Support Services Department

Stevechambers@ocfa.org

(714) 573-6471

Attachments:

1. Design Plans and Specification for Fire Stations 72, 74, 75, 76, 73, and 78 (On file in the Office of the Clerk of the Authority)
2. Request for Bids TO1966 (On file in the Office of the Clerk of the Authority)
3. Plyco Corp. Bid Response to TO1966 (On file in the Office of the Clerk of the Authority)
4. Proposed Contractor Service Agreement

**ORANGE COUNTY FIRE AUTHORITY
CONTRACTOR SERVICES AGREEMENT
Santa Ana Fire Restroom/Kitchen Remodels**

THIS AGREEMENT FOR CONTRACTOR SERVICES (“Agreement”) is made and entered into this 25th day of September, 2014, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and Plyco Corp., a California Licensed General Contractor, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, OCFA requires the services of a qualified General Contractor for restroom and kitchen remodeling at Santa Ana Fire Stations Nos. 72, 74, 75, 76, hereinafter referred to as “Project”; and

WHEREAS, OCFA published a Request for Bids No. TO1966 dated July 23, 2014, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, Contractor has submitted to OCFA a Bid Submittal dated August 27, 2014, a copy of which is attached hereto as Exhibit “B” and is incorporated herein by this reference; and

WHEREAS, OCFA has General Conditions that apply to the Project, a copy of which is attached hereto as Exhibit “C” and is incorporated herein by this reference; and

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

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

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services.

Contractor shall provide the Project services set forth and identified in the Request for Bids No. TO1966 dated July 23, 2014 (hereafter, "RFB") and in its Bid Submittal to OCFA of August 27, 2014 and as delineated by this Agreement. Contractor shall provide its services in accordance with the Terms of this Agreement, the OCFA General Conditions, the RFB, Contractor's Bid Submittal, and the Contract Documents listed in Section 1.2.

In the event of any conflict between the provisions of this standard form Agreement and/or Exhibits A and/or B, and/or C, and/or the Contract Documents listed in Section 1.2, the terms of this Agreement, then Exhibit A, and then Exhibit C, and then the Contract Documents listed in Section 1.2, and then Exhibit B shall govern, in that order.

1.2 Incorporation of Contract Documents.

This Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documentation therein, and attachments and addenda thereto:

- a) Drawings, plans, and specifications for Fire Stations 72, 74, 75, and 76
- b) Instructions to Bidders
- c) Contractor's Performance Bond
- d) Labor & Materials Bond
- e) Designation of Subcontractors
- f) Non-Collusion Affidavit
- g) Site Visit Certification
- h) Contractor Certification of Workers' Compensation
- i) Contractor Construction Guarantee
- j) Addenda (if any)
- k) Project Bridging Documents (if any)

All of the above Contract Documents are complementary and Work required by one of the above documents shall be done as if required by all. The above-listed Contract Documents constitute a material part of this Agreement and shall be kept on file with the Clerk of the OCFA.

1.3 Compliance with Law.

This project is a Public Work. 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.

1.4 Public Contracts Law.

The OCFA is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein, and will be complied with the Contractor. Contractor shall not pay less than the prevailing wage, if applicable. It shall be the responsibility of the Contractor to obtain the prevailing wage rates from the Director of Industrial Relations directly.

1.5 Licenses and Permits.

Contractor 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.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (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 Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.7 Care of Work.

Contractor warrants that all of its services shall be performed in a competent and professional manner and in accordance with the highest standards of its profession. Contractor 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.

1.8 Additional Services.

Contractor shall perform services in addition to those specified in the Contractor's Bid Submittal when directed to do so in writing by the Contract Officer, provided that Contractor 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.

2. TIME FOR COMMENCEMENT AND COMPLETION

2.1 Time of Essence. Time is of the essence in the performance of this Agreement. Contractor will commence the Work under this Agreement within ten (10) days of the date of the Notice to Proceed and complete the work within one hundred twenty (120) consecutive calendar days from the date of the Notice to Proceed. The extension of any time period must be approved in writing by the Contract Officer.

2.2 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 Contractor, 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 Contractor 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.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor.

For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in the exhibits attached hereto in the amount of \$714,630. Compensation to be divided among Fire Station 72 for \$190,732, Fire Station 74 for \$232,047, Fire Station 75 for \$164,502 and Fire Station 76 for \$127,349 for a total Project compensation of \$714,630.

3.2 Method of Payment.

Contractor shall submit monthly invoices based on total services that have been satisfactorily completed in accordance with this Agreement for approval by OCFA. OCFA will pay Contractor for all expenses for services rendered prior to the date of the invoice within thirty (30) days of date of Contractor's invoice.

3.3 [Intentionally Omitted]

4. COORDINATION OF WORK

4.1 Representative of Contractor.

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

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 Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without the express written approval of OCFA.

4.2 Contract Officer.

The Contract Officer shall be Debbie Casper, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Contractor 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.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, except as provided in the Contract Documents and/or Exhibit "B", Contractor 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.

4.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees; perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent Contractor of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Contractor 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.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance.

A. Contractor is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

B. Contractor and all Subcontractors will carry workers' compensation insurance for the protection of its employees during the progress of the work, and Employer's Liability insurance with limits of not less than \$1,000,000 per accident or disease. The insurer shall waive its rights of subrogation against OCFA, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

C. Contractor shall at all times carry, on all operations hereunder, Commercial General Liability insurance, including products-completed operations, against claims for bodily injury, including death, and property damage, with limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Automobile Liability insurance, including coverage for owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 per occurrence. Professional liability (Errors & Omissions) with limits of not less than \$1,000,000 per claim. Builder's Risk coverage with builders' "all risks" coverage at full replacement cost of the Project. Contractor shall also be responsible for maintaining Workers' Compensation insurance as mandated by California law and Employer's Liability with limits

of not less than \$1,000,000 per accident or disease. All insurance coverage shall be evidenced by the issuance of a certificate in a form prescribed by the OCFA and shall be underwritten by insurance companies satisfactory to OCFA for all operations and/or subcontract work to be performed under this Agreement. Said insurance coverage obtained by the Contractor, excepting workers' compensation coverage, shall name the OCFA, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the OCFA, as additional insured on said policies.

D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverage and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days written notice to OCFA. Contractor shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not relieve Contractor from the provisions for indemnification of OCFA by Contractor under Section 5.2 below. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted as an insurer in California and shall have and maintain throughout the life of the Project, at least an "A-" policyholder's rating, or better, and a financial rating of "Class VII," or better, in accordance with the most current A.M. Best's Rating Guide:

Workers Compensation & Employer's Liability	In accordance with the Workers' Compensation Act of the State of California; Employer's Liability, with a minimum of \$1,000,000 per accident or disease.
Commercial General Liability, written on an occurrence basis	Limits of \$5,000,000 per occurrence for bodily injury, death and property damage; with \$10,000,000 general aggregate; products-completed operations with a \$5,000,000 per occurrence/aggregate.
Automobile Liability, including owned, non-owned and leased or hired vehicles	Combined single limit of \$2,000,000 on a per occurrence basis.
Builder's Risk	"All Risk" coverage at full replacement cost for the Project.
Professional Liability (if applicable)	As needed for Design/Build with limits of not less than \$1,000,000 per claim.

5.2 Indemnification.

A. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by OCFA, which approval shall not be unreasonably withheld), protect and hold harmless OCFA and all of OCFA's officers, directors, employees, consultants, agents, successors and assigns (collectively the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or consultants' fees and costs and OCFA's general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner related (directly or indirectly) to any work performed or services provided under the Contract Documents (including, without limitation, the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, Contractors, suppliers, consultants, sub consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them) regardless of any active or passive negligence or strict liability of an Indemnified Party. Contractor understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

B. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Contractor. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Contractor. Payment to Contractor by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations or statute of repose. Contractor's liability for indemnification hereunder is in addition to any liability Contractor may have to OCFA for a breach by Contractor of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without

limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

5.3 Surety Bonds. Contractor shall, upon entering into performance of this Agreement, furnish a bond in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and an additional bond in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. The bonds required pursuant to this Section shall be issued by a surety authorized by the State Insurance Commissioner to transact business in the State of California as a surety and shall have and maintain throughout the life of the Project, at least an "A-" policyholder's rating, or better, and a financial rating of "Class VII," or better, in accordance with the most current A.M. Best's Rating Guide. This Contract shall not become effective until such bonds are supplied to and approved by the OCFA.

6. RECORDS AND REPORTS

6.1 Reports.

Contractor 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.

6.2 Records.

Contractor 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.

6.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor 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 Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

6.4 Release of Documents.

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

7. ENFORCEMENT OF AGREEMENT

7.1 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 Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 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 Contractor. 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.

7.3 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.

7.4 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.

7.5 Termination.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of the Contractor 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, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor 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.

7.6 Termination for Default of Contractor.

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

7.7 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.

8. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

8.1 Non-Liability of OCFA Officers and Employees.

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

8.2 Covenant Against Discrimination.

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

9. MISCELLANEOUS PROVISIONS

9.1 Confidentiality.

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

9.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of

9.6 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: _____

Al Murray, Chairman
Orange County Fire Authority
Board of Directors

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Sherry A.F. Wentz,
Clerk of the Board

Date: _____

Date: _____

“CONTRACTOR”

Plyco Corp.

Date: _____

By: _____

Rosie Valencia
President

CONSENT CALENDAR - AGENDA ITEM NO. 10
BOARD OF DIRECTORS MEETING
September 25, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Resolution Reaffirming Approval of the Second Amendment to the Amended Joint Powers Authority Agreement**

Summary:

This item is submitted for approval of a Resolution, as to form, for subsequent consideration by OCFA's member agencies. The intent of the Resolution is for OCFA's member agencies to reaffirm their approval of the Second Amendment to the Amended Joint Powers Authority (JPA) Agreement.

Recommended Actions:

1. Approve the form of the proposed Resolution making findings related to approval of the Second Amendment to the Amended Orange County Fire Authority Joint Powers Agreement.
2. Direct staff to submit the final Resolution to the OCFA's member agencies for consideration by each member agency's governing body.

Background:

In March 2012, in response to concerns raised by the City of Irvine, the OCFA Board of Directors took action to form an Ad Hoc Committee for the purpose of studying equity. For OCFA, the equity issue refers to the extent to which the revenue received from a member agency bears a reasonable relationship to the cost of services that a member receives.

Following 18 months of deliberations, an amendment to the Amended Joint Powers Authority Agreement was prepared and approved by 20 of OCFA's 24 member agencies. Three member cities rejected the amendment, and one member agency (County of Orange) did not consider approval of the amendment. To become effective, the amendment was only required to be approved by 2/3 (16) of OCFA's individual member agencies, which was achieved on November 18, 2013.

In approving the amendment, the OCFA Board of Directors also authorized General Counsel to commence a validation action in the Orange County Superior Court to obtain a judicial declaration of the validity of the "*Second Amendment to the Amended JPA Agreement*" once the amendment had been approved by 2/3 of OCFA's member agencies. Per those directions, the OCFA and the City of Irvine jointly filed a Petition seeking validation of the Second Amendment on December 19, 2013.

On January 28, 2014, the Orange County Board of Supervisors voted 4-to-1, with Supervisor Spitzer opposed, to file a formal response in opposition to the validation action. After hearing the matter, the trial court ruled on August 4, 2014, that the Second Amendment is invalid. Subsequent to this ruling, both the Irvine City Council and the OCFA Board of Directors approved filing an appeal in the validation action.

OCFA's Special Litigation Counsel for this matter has drafted the attached Resolution for consideration and approval by OCFA's member agencies. The Resolution requests each city to make findings related to approval of the Second Amendment. The proposed Resolution is being submitted to the OCFA Board of Directors for approval as to form, prior to transmittal to our member agencies.

Upon approval by OCFA's member agencies, Special Counsel will submit the approved Resolutions to the Court of Appeal.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

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

Attachment:

Proposed Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
_____ MAKING FINDINGS RELATED TO THE
CITY'S PRIOR APPROVAL OF THE ORANGE COUNTY FIRE
AUTHORITY'S SECOND AMENDMENT TO THE AMENDED JOINT
POWERS AUTHORITY AGREEMENT**

WHEREAS, the Orange County Fire Authority (OCFA) was formed in 1995 to provide regional fire protection and related services to the County of Orange and 18 member cities; and

WHEREAS, five additional cities have become members of the OCFA, since its original formation; and

WHEREAS, the original Joint Powers Authority (JPA) Agreement was amended on September 23, 1999, and thereafter renewed in 2010 by the First Amendment to the Amended JPA Agreement; and

WHEREAS, under the Amended JPA Agreement, OCFA member agencies pay for fire services under one of the following two pay structures: (1) the Structural Fire Fund, or (2) cash contracts; and

WHEREAS, if a member agency is a Structural Fire Fund jurisdiction, the County of Orange collects property taxes in the member agency's jurisdiction, a portion of which is paid to OCFA for fire services; and

WHEREAS, if a member agency is a Cash Contract City, the member agency makes service payments directly to OCFA from the member agency's general funds pursuant to the terms of a contract entered into by the OCFA and the member agency; and

WHEREAS, the OCFA and certain member agencies were concerned that these payment structures created inequity among the member agencies; and

WHEREAS, in light of this perceived inequity, some member agencies expressed concern that they may need to withdraw from membership in OCFA in 2020, as allowed by the Amended JPA Agreement; and

WHEREAS, in order to ensure the long-term stability of the OCFA and allow the OCFA to continue to provide cost-effective fire protection services for the various member agencies, the OCFA proposed a new Enhanced Hybrid Model payment structure; and

WHEREAS, the City of _____ (City) is committed to participating in regional efforts to provide cost-effective and adequate fire protection services; and

WHEREAS, on _____, 2013, the City Council approved the Second Amendment to the Amended JPA Agreement (Second Amendment) to allow for the use of the Enhanced Hybrid Model payment structure; and

City of _____

Resolution No. _____

Page 2

WHEREAS, the City now wishes to affirm its intent in approving the Second Amendment.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby affirms that the foregoing recitals are true and correct, and are adopted as findings representing the City Council's intent in approving the Second Amendment on _____, 2013.

SECTION 2. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED on _____, 2014, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Mayor

ATTEST:

City Clerk

DISCUSSION CALENDAR - AGENDA ITEM NO. 11
BOARD OF DIRECTORS MEETING
September 25, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Jeff Bowman, Fire Chief

SUBJECT: **120-Day Action Plan**

Summary:

This item is submitted to provide a monthly update on OCFA progress in achieving objectives associated with the Management Partners Action Plan, the OCFA Strategic Plan, and additional OCFA initiatives.

Committee Action:

This item is being presented to the Executive Committee at its September 18, 2014, meeting with staff's recommendation to receive and file the report. The outcome of this meeting will be included in staff's presentation.

Recommended Action:

Receive the presentation and provide staff feedback on the proposed plan.

Background:

OCFA is developing a method of transmitting progress on organizational goals, priorities and objectives in a more direct and visual way. During the Board meeting, we will present a 120-day Action Plan. This plan will incorporate organizational progress on previous plans and reports, such as the Management Partners Action Plan and the OCFA Strategic Plan, as well as other short-term objectives identified by the leadership team that can benefit the long-term health of the organization.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

None.

Staff Contacts for Further Information:

Jeff Bowman, Fire Chief

jeffbowman@ocfa.org

(714) 573-6010

Craig Kinoshita, Deputy Fire Chief

craigkinoshita@ocfa.org

(714) 573-6014

Discussion Calendar – Agenda Item No. 11
Board of Directors Meeting
September 25, 2014 Page 2

Sandy Cooney, Communications Director
sandycooney@ocfa.org
(714) 573-6801

Attachments:
None.



Orange County Fire Authority

120-Day Plan

Overall Strategy

- Restore Leadership, Trust, and Accountability
- Recommit to Honesty, Integrity, and Collaboration
- Re-Energize Employees

Goals

- #1 Improve Department Communications at All Levels (Internal and External)
- #2 Establish Consistency in HR Functions and Improve Labor Relations
- #3 Conduct Preliminary Analysis of Field Operations



OCFA 120-Day Plan Overview

- The 120-Day Plan (Plan) is designed to establish and achieve short-term goals and objectives for the next 120 days, while also maintaining focus on long-term goals and objectives that will ensure the overall health of the OCFA.
- The Plan incorporates elements of the Board-adopted Strategic Plan, the Management Partners Action Plan, and other recent plans.
- While the Plan is focused on improving how we conduct ourselves, it is imperative that we also ensure that our core service of saving lives and property is being carried out as effectively as possible. For this reason, an operational review has been included in the Plan.



120-Day Plan Performance Objectives

Goal #1 – Improve OCFA Communications at All Levels (Internal)	Staff	Target Date
Objectives:		
1A. Reduce Board/Committee agenda materials and presentations to improve clarity and use of Director’s and staff’s time and resources.	All Staff	Oct. 2014
1B. Commit to Joint Labor Management (JLM) Group meetings, establish a Leadership Team consisting of representatives of each JLM Group, and meet monthly or more often as needed.	Fire Chief AC Bus Svs	Done
1C. On an interim basis, improve Executive Staff communications by having all members report directly to the Fire Chief.	Fire Chief	Oct. 2014
1D. Expand Executive Staff decision making process to include Leadership Team on policy and procedure changes and one-week review before implementation. Communicate final actions to all personnel via the Briefing Folder or email from the Fire Chief.	Fire Chief AC Bus Svs Comms (CAPA) Dir HR Director	Nov. 2014
1E. Improve employee communications by providing monthly updates from Executive Staff, and schedule “All Hands” meetings on consecutive days, Oct. 20-24, 2014.	Fire Chief AC Bus Svs CAPA Director HR Director	Nov. 2014
1F. Conduct Emergency Plan drills for the RFOTC to communicate employee roles and responsibilities during unusual emergency incidents.	AC OPS HR Director	Dec. 2014



120-Day Plan Performance Objectives

Goal #1 – Improve OCFA Communications at All Levels (External)	Staff	Target Date
Objectives:		
1G. Evaluate options for OCFA Web site functionality.	CAPA Director AC Support Svs	Dec. 2014
1H. Re-structure Community Relations and Education Section.	CAPA Director AC CRR AC OPS	Nov. 2014



120-Day Plan Performance Objectives

Goal #2 – Establish Consistency in HR Functions, and Improve Labor Relations	Staff	Target Date
Objectives:		
2A. Reaffirm roles and responsibilities of the Board as policy-makers. Re-commit OCFA management as implementers of policy directives.	Fire Chief HR Director	Dec. 2014
2B. Focus on succession planning and staff development for all leadership positions including safety/non-safety, beginning with Battalion Chiefs, which would include test development, and employee prep courses designed to help candidates succeed.	Fire Chief HR Director	Dec. 2014
2C. Research options for Professional Standards Section.	Fire Chief HR Director	Dec. 2014
2D. Begin data conversion process to facilitate implementation of new performance evaluation system.	HR Director	Jan. 2015
2E. Commit to regularly scheduled meetings with JLM Groups and Leadership Team (see goal #1B).	Fire Chief CAPA Director HR Director	Done



120-Day Plan Performance Objectives

Goal #3 – Conduct Preliminary Analysis of Field Operations	Staff	Target Date
Objectives:		
3A. Review emergency services for effectiveness and efficiencies.	Fire Chief AC OPS	Jan. 2015
3B. Evaluate staffing and delivery of training.	Fire Chief AC OPS	Jan. 2015
3C. Identify issues and concerns related to OCFA Specialty Programs: Air Operations, HazMat, and Urban Search and Rescue.	Fire Chief AC OPS	Jan. 2015
3D. Provide oversight and follow-up actions on the Computer Aided Dispatch (CAD) implementation and continue development on the Records Management System (RMS).	AC Support Svs	Ongoing



120-Day Plan Performance Objectives

- Many of the issues raised in the Board-adopted Strategic Plan, the Management Partners Action Plan, and others are intertwined in the objectives of our current planning process; for example: morale, decision-making, and succession planning. In the long-term, all significant issues will eventually be identified and addressed.
- Objective measurements are a very important part of the planning process. Many of the issues facing the OCFA are subjective, and thus, difficult to quantify; however, by way of feedback from the Leadership Team, we will know in short order if our efforts are having a positive impact.
- At the conclusion of the 120-day period, we will return with an update that will visually represent how well we have progressed in achieving our objectives.

DISCUSSION CALENDAR - AGENDA ITEM NO. 12
BOARD OF DIRECTORS MEETING
September 25, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Jeremy Hammond
Human Resources Director

SUBJECT: **Interim Fire Chief Contract Amendment**

Summary:

This agenda item is submitted to request approval of an amendment to the Interim Fire Chief contract.

Recommended Action:

Approve an amendment to the Interim Fire Chief contract, following closed session negotiation of the amended contract terms.

Background:

At its August 28, 2014, meeting, the Board of Directors approved a contract with Jeff Bowman for Interim Fire Chief, effective August 29, 2014. Subsequently, the possibility of negotiating amendments to the contract has been discussed pending negotiation with the Board in closed session on September 25, 2014. The proposed contract amendment(s) will be made available to the public, after the closed session, but prior to approval by the Board.

Impact to Cities/County:

The Interim Fire Chief contract benefits OCFA's member agencies through continued day-to-day leadership of OCFA.

Fiscal Impact:

The Interim Fire Chief contract is funded by appropriations already included in the FY 2014/15 budget for salaries and benefits for the Fire Chief position.

Staff Contacts for Further Information

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

Attachments:

None

**REPORTS – AGENDA ITEM NO. 13
BOARD OF DIRECTORS MEETING
September 25, 2014**

CHIEF'S REPORT

1. Customer Satisfaction Survey Results by City - August 2014

CUSTOMER SATISFACTION SURVEY

Attachment 1

Data by City for August 1 - 31, 2014

CITY/AREA	FORMS SENT	FORMS RETURNED *	PERCENT RETURNED *	AVERAGE RATING
Aliso Viejo	102	20	19.61%	99.46%
Buena Park	228	67	29.39%	96.09%
Coto de Caza	20	1	5.00%	100.00%
Cypress	105	26	24.76%	97.65%
Dana Point	127	34	26.77%	98.32%
El Modena	3	1	33.33%	78.57%
Emerald Bay	0	0		
Irvine	537	96	17.88%	96.69%
La Palma	32	8	25.00%	99.55%
Ladera Ranch	30	5	16.67%	100.00%
Laguna Hills	104	24	23.08%	97.41%
Laguna Niguel	141	39	27.66%	98.98%
Laguna Woods	220	85	38.64%	97.45%
Lake Forest	213	54	25.35%	96.40%
Los Alamitos	49	11	22.45%	99.68%
Las Flores	8	0		
Midway City	24	5	20.83%	100.00%
Mission Viejo	305	101	33.11%	96.76%
Modjeska Canyon	2			
Orange Park Acres	9			
Placentia	135	49	36.30%	98.55%
Portola Hills	0	0		
Rancho Santa Margarita	86	18	20.93%	97.99%
Rossmoor	22	7	31.82%	99.49%
San Clemente	177	52	29.38%	98.18%
San Juan Capistrano	151	47	31.13%	95.57%
Santa Ana	684	103	15.06%	94.23%
Santa Ana Heights	15	4	26.67%	99.11%
Santiago Canyon	3	1	33.33%	100.00%
Seal Beach	177	55	31.07%	95.96%
Silverado Canyon	5	0		
Stanton	129	19	14.73%	99.44%
Trabuco Canyon	17	4	23.53%	100.00%
Tustin	269	80	29.74%	96.87%
Villa Park	13	4	30.77%	96.43%
Westminster	257	55	21.40%	96.32%
Yorba Linda	131	41	31.30%	98.32%
Non-OCFA cities	83	28	33.73%	97.69%
TOTALS/AVERAGE	4,613	1,144	24.80%	97.41%

* Forms Returned and Percent Returned include forms sent in prior months, received this month.