

SIDE LETTER OF AGREEMENT

BETWEEN

ORANGE COUNTY FIRE AUTHORITY

AND

ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF-LOCAL 3631 FOR THE FIREFIGHTER UNIT

This Side Letter of Agreement (“Agreement”) between the Orange County Fire Authority (“Authority”) and the Orange County Professional Firefighters Association, IAFF- Local 3631 (“Association”), (Collectively “Parties”) is entered into with respect to the following:

WHEREAS, the Parties are subject to a Memorandum of Understanding (“MOU”) in effect for the period of March 23, 2023, through March 22, 2027; and

WHEREAS, the Parties have discussed the benefit of the Authority contracting with a company that can provide “Rapid Intervention Injury Management Navigation Services”; and

WHEREAS, the Parties have also discussed a modification to Article XXVIII, RELEASE TIME, Section 3 of their MOU; and

WHEREAS, the following sets forth the Parties’ agreement:

1. The Authority has issued a request for proposal (RFP) for “Rapid Intervention Injury Management Navigation Services.” After the responses from the RFP are evaluated, the Authority agrees to contract with the most responsible vendor as determined by the Authority.
2. For the first year of the contract with the vendor chosen by the Authority, the Association agrees to share 50% of the cost burden with the Authority for such services up to and no more than two hundred and fifty thousand dollars (\$250,000). The Association shall not be liable for any cost of such services in excess of the agreed upon \$250,000. If 50% of such services costs less than \$250,000 the Association will be entitled to reimbursement of any payments. The Association shall be entitled to thirty (30) days’ notice, made in writing, for any costs which it is obligated to pay under this Agreement.
3. Prior to the end of the first year of the contract with the vendor, the Authority Board of Directors will determine whether to continue the contract beyond the end of the first year. If the Authority decides to continue the contract beyond the first year, the Association is not responsible to pay for any costs of the contract beyond the first year.

4. Subject to provisions of paragraph 5 below, Article XXVIII, RELEASE TIME, Section 3 of the Parties' MOU will be amended by adding the following language effective on the first day of the contract with the vendor determined by the Authority for "Rapid Intervention Injury Management Navigation Services":

A. The Association President shall be provided with the option to work their regular schedule with the OCFA or to work a staff schedule. If the Association President selects to work a staff schedule:

- i. The President will then be deemed a "designated staff position" to include Staff Assignment Pay ("SAP") and Staff Incentive Pay ("SIP") as compensation, as provided in Article XXIV, Section 2.I of this MOU.
- ii. The President's regularly scheduled hours as provided by the OCFA per Article XXVIII, Section 3.A.1, will be reduced from 2038 hours per year to 1456 hours per year, and the hours that the Association agrees to make available from the Association's "Union Time Bank" for this purpose will be reduced from 874 hours to 624 hours.

B. The OCFA shall provide the Association President with a monthly vehicle allowance of \$885 or the sum of what the current vehicle allowance is for executive staff of the OCFA, whichever is larger. The parameters regarding the vehicle allowance that apply to executive staff shall also apply to the Association President, which are as follows:

- i. Such allowance shall be identified on the President's W-2 in Box 1, as taxable income.
- ii. Employees who use their personal vehicle for business purposes shall comply with the following requirements:
 - a. They shall maintain and provide proof of adequate levels of personal vehicle insurance coverage.
 - b. They shall purchase their own fuel for the vehicle.
 - c. They shall ensure that the vehicle is properly maintained.

5. Prior to the end of the first year of the contract with the vendor for "Rapid Intervention Injury Management Navigation Services", the Authority Board of Directors will determine whether to extend the contract beyond the first year. If the contract is extended beyond the first year by the Board, the modifications to the MOU set forth in paragraph 4 above will be extended for an additional time as determined by the Board.

If the contract with the vendor is not extended, the changes to the provisions of Article XXVIII, RELEASE TIME, Section 3 will be rescinded and the provision will revert to the original language effective the pay period following expiration of the contract for Rapid Intervention Injury Management Navigation Services.

ORANGE COUNTY FIRE AUTHORITY

ORANGE COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION

For Orange County Fire Authority

For IAFF Local 3631

Date

Date