

Stephen Wontrobski
Mission Viejo, CA

January 11, 2018

Orange County Fire Authority
Members of the OCFA Board of Directors
1 Fire Authority Road
Irvine, CA 92602

Reference: Violation of Public Records Act - Public Records Request – Canyon Fire 2

Dear Board Members,

It appears to me that there is a continuing major violation of the Public Records Act (PRA) concerning my October 28, 2017 Public Records Request (PRR) (copy attached), through which I requested to review documents associated with the Canyon 2 Fire. This matter is serious, because it adds to the perception of members of the public that the OCFA possibly “rigged” the selection of a supposed “independent panel” to investigate the fire. And consequently, the panel findings could rightly be called into question.

The documents I have requested relate to the review panel's future report presentation to the OCFA Board of Directors, even possibly this month. Fire Chief McIntosh stated in November that the report was scheduled to be completed in 60 days (January 2018).

The documents I requested are needed to question and verify various panel report findings. Without the document production and review, critical public comment regarding the report will be thwarted. The public will be left with the impression that there will not be any major probing or objection to the report findings. Based on years of past experience, it is to be expected that the OCFA Board of Directors will “rubber stamp” the report findings, and “Receive and file the report”. Or in other words, the panel's report discussion will effectively be compromised, and the public potentially left with the idea of another OCFA “rigged” undertaking.

Please verify the timeline of this PRR and draw your own conclusions as to whether the panel's report should be delayed an issuance to the Board. This is separate from my request for you to determine, if major PRA violations have and continue to occur on this PRR.

Please remember that there are two Public Records Act OCFA deadlines associated with my PRR:

- a) 10 calendar days to respond with documents upon receipt of a PRR.
- b) In unusual circumstances, a 14 day extension is permitted.

PRR Timeline

- a) October 28, 2017 issue date of my PRR.
- b) November 9, 2017 dated letter from your attorney, attesting that the OCFA received my PRR dated October 28, 2017 on October 30, 2017. Your attorney states that an extension of time to November 27, 2017 (boldly highlighted in his letter) is warranted and the OCFA will provide notification to me by or on November 27, 2017.
- c) November 27, 2017 – I have yet to receive any correspondence or documents from the OCFA.
- d) November 28 through December 25, 2017– I receive no correspondence or documents from the OCFA or its attorney.
- e) December 26, 2017 – I receive an OCFA letter dated December 26, 2017, stating that the deadline for production of the records has been extended from December 26, 2017 to January 10, 2018. How the OCFA comes up with another unilateral extension of time from December 26, 2017 and not be in violation of the PRA needs to be explained. I consider the period from November 27, 2017 through December 25, 2017 and any period of time after that to be clear violations of the PRA.
- f) In the OCFA December 26, 2017 letter, Ms. Wentz states that:

“As the potentially responsive documents are not yet all in my office's possession, I will need this additional time to continue our gathering efforts from the appropriate departments.

If you would like to review any records currently in my office please let me know.”

g) January 9, 2018 – I travel to the OCFA headquarters and meet with Ms. Wentz. I request to do a partial review of the documents currently in her office possession, as stated in her December 26, 2017 letter. Ms. Wentz told me that I cannot do a partial review of any documents in her possession. Question: What happened to her partial review offer, which she wrote in her letter to me?

h) January 10, 2018 – I receive an e-mail from the OCFA stating, “Notice is hereby given that the time limit for your PRA referencing the Canyon Fire 2 shall be extended by fourteen (14) days from January 10 to January 24, 2018, pursuant to Government Code Section 6253, for the following reason: To examine distinct records that may be responsive to your request. I maintain this additional unilateral extension notice is simply another violation of the PRA.

I want to emphasize that I do not agree with this time extension or any other time extension beyond the first time extension of 14 days in November 2017. I consider all failures to deliver the requested records beyond the 14 day extension to be a continuing violation of the PRA.

Recommendations

1. Delay the issuance of the Canyon Fire 2 Study Report, until the public, Orange County Register, Voice of OC and Board members have 14 days to review the requested documents.
2. Promptly furnish the requested PRR documents.

Your assistance in assembling the above requested documents for review by myself, concerned members of the OCFA Board of Directors, concerned members of the public and their City Council members, the Orange County Board of Supervisors, the Orange County Register, and the Voice of OC review is appreciated

Sincerely,

Stephen Wontrobski

e:ocfa-prrViolationofPRA-PRR-CanyonFire2-1-11-18

Cc: Orange County Board of Supervisors; EMCC; EMSA Director; Orange County Register; Voice of OC

Stephen Wontrobski
Mission Viejo, CA

October 28, 2017

Clerk, Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Reference: Public Records Review Request - Canyon Fire 2

Dear OCFA Clerk,

This is a Public Records Review Request (PRR) to review (not copy) all documents, including but not limited to, internal investigative supporting documents, studies, reports, e-mails, letters, timesheets, payroll reports, memoranda, etc. related to the Canyon Fire 2 and the Reserve Firefighter Program. These requested documents relate to the following items and cover the period from January 1, 2016 through October 31, 2017.

1. Cal Fire (State of California) has issued current fire maps that delineate Very High Fire Hazard Severity Zones (VHFHSZ) for Local Responsibility Areas (LRA). I wish to review documents that identify the Fire Stations, employees and equipment assigned to those stations that are responsible for fire protection for the VHFHSZ in the following cities and County:

Yorba Linda
Villa Park
Tustin
Irvine
Lake Forest
Rancho Santa Margarita
Mission Viejo
San Clemente
Laguna Niguel
San Juan Capistrano
Aliso Viejo
Unincorporated Areas of Orange County, CA

2. For Fire Station 53, timesheets of all OCFA employees and reserve firefighters that worked out of that station from April 1, 2017 through October 31, 2017.

3. For Fire Station 53, listing of all OCFA and Reserve Fighter Program equipment on site from April 1, 2017 through October 31, 2017.

4. Date Engine 57 was sent to Napa and its AVL (Auto Vehicle Locator) records from April 1, 2017 through October 31, 2017.

5. In an OCFA press conference on October 25, 201 Fire Chief McIntosh stated there were only two firefighters in Station 53 at the start of the Canyon Fire 2 incident. What were their job classifications and the names of those firefighters. He then stated that two new staff members came on board (Fire captain and one other) and they saw fire. What were the job classifications and the names of those firefighters. He also stated that about an hour later Engine 32 arrived and the OCFA was then able to go out and investigate the report of the fire. Please provide the job classifications and names of the firefighters, who arrived in Engine 32 and its AVL record for that date. Please also provide the AVL record of all Station 53 Equipment for that date.

6. Name of OCFA Dispatch Center employee who took the original Canyon Fire 2 call.

7. Name of the individual and Fire Station(s) the OCFA Dispatch Center employee assigned the Canyon Fire 2 call to.

8) Names of the Battalion Chiefs and Division Chiefs assigned to the Canyon Fire 2 area on the date of the start of the Canyon Fire 2, when were they notified of the issue, and their equipment AVL records for that date.

9) Date OCFA determined that Engine 57 was going to Napa and documents related to actions taken to add personnel and equipment to Station 53 to address the known future staffing and equipment shortage.

10) All documents to and from the requested time period between Chief Jeff Bowman and the Fire Chiefs Association Union, individual OCFA Division Chiefs and Battalion Chiefs, Lori Zeller, Brian Young (Assistant Chief Operations), Brigitte Gibb (Human Resources Director), Dave Anderson (Assistant Chief, Support Services), other Agency Fire Departments, David Kendig (General Counsel), and Mark Stone that addressed: a) the need for additional staffing for the VHFHSZ and b) the Reserve Firefighter Program and the call up of additional Reserve Firefighters.

11) All Documents of Chief Bowman related to the San Diego 2007 Wildfire.

12) The pay rate for Reserve Program Firefighters and whether they receive compensation if they are not involved in an ECC dispatch callout request and were merely on duty and present in a Fire Station .

13) Documents that relate to information the Fire Chiefs Association threatened to release regarding Chief Bowman, if he failed to resign.

14) All documents that relate to the call up and attempts of call ups of Reserve Firefighters.

15) All documents that object to the call up and attempts of call ups of Reserve Firefighters.

16) Documents that show the justification for not having Station 53 properly manned (with only two firefighters on duty) on the day of the start of the Canyon Fire 2 that would not allow an engine to go out and investigate the report of a fire.

17) Any documents that show the Fire Chiefs Association's, Battalion Chief, or Division Chief opposition to any operational issue that Chief Bowman was attempting to put in place to protect the public that the union or these individuals objected to?

18) All documents that show that OCFA firefighters are not permitted to investigate a report of a fire unless there are a minimum of three firefighters on board the engine.

19) Daily Diary and Notebook Records for January 1, 2016 through October 31, 2017 and the files of the following individuals specifically addressing the above items:

- a) Lori Zeller
- b) Jim Ruane
- c) Chief Jeff Bowman
- d) Chief McIntosh
- e) Battalion Chiefs
- f) Division Chiefs
- g) Brian Young
- h) Brigitte Gibb
- i) David Anderson
- j) David Kendig
- k) Mark Stone
- l)

The Daily Diary and Notebook records include all typed/ hand written documents on computer, flash drive, or other computer storage device, and documents in these individuals personal files/file folders regarding, but not limited to, daily activities, notes, comments, meetings, telephone conversations, e-mails, incoming/outgoing correspondence, observations and conclusions regarding the subject items above.

Sincerely,

Stephen Wontrobski

e:ocfa-prrCanyonFire2-10-28-17

Cc: Orange County Board of Supervisors; Orange County Health Care Agency (EMCC); State EMSA Director

Stephen M. Wontrobski
Mission Viejo, CA 92692

February 2, 2018

| | |
|----------------------------|------------------------------------|
| Aliso Viejo City Council | Irvine City Council |
| Dana Point City Council | Villa Park City Council |
| Laguna Niguel City Council | Orange County Board of Supervisors |
| Seal Beach City Council | Santa Ana City Council |

Reference: OCFA Union Contract Negotiations
The Firefighters Unions Love of "Diversion of Attention"

Dear City Council Members and Members of the Orange County Board of Supervisors,

I previously informed you by letter of the OCFA's unions love of the concept of "Diversion of Attention". That letter addressed the South Orange County cities' banding together to have a joint study done to lower only Sheriff Department, and not OCFA, public safety costs. In reality under the most optimistic outcome this police study might yield individual city savings in the \$100,000's range.

OCFA Cost Reductions

What the OCFA unions love is that the same OCFA member cities have not put together a similar study group to lower OCFA public safety costs. These savings could be expected to lower SFF member cities OCFA costs for each city in the multi millions of dollars coupled with the revision by the Board of Supervisors of the OCFA property tax allocation methodology. This change would revise how these SFF member cities pay for OCFA Fire/EMS costs. To say this methodology change is overdue, is a gross understatement.

In addition, overcharged "contract" member cities like Seal Beach and Santa Ana could also generate annual multimillion dollar cost savings by the renegotiation of their OCFA contracts, using savings recommendations of the joint OCFA SFF South County Member City Cost Saving Report. Seal Beach would then not be forced to impose still another tax on its residents to pay for ever increasing OCFA public safety costs.

The Big Picture: OCFA South Orange County Cities are concentrating their public safety cost saving review on the Sheriff's Department, wherein relatively minor public safety cost savings can be expected, and ignoring the OCFA public safety costs, wherein major multimillion dollar savings can easily be achieved. In other words, the OCFA member cities do not have their eye on the ball, and the OCFA unions love this.

Misdirected OCFA Union Negotiations

The next step in using the tool of "Diversion of Attention" is for the OCFA to generate the idea that the unions are actually generating cost savings for the OCFA member cities. They do this by offering "crumbs" of cost savings to divert attention away from where meaningful union cost savings can be achieved. As a perfect example of this, consider the OCFA diversion of attention away from the following ultra high priced OCFA unions:

- a) Local 3631 Firefighters Union
- b) Administrative Managers Union
- c) Chief Officers Association Union

Instead, the OCFA has focused cost saving union rules revisions with the Communications staff at the OCFA, the Orange County Employee Association Union (OCEA). This is the one union where proposed work rules revisions will result in the lowest cost savings, as compared to massive tens of millions in cost savings, if the same union rules changes were made with the ultra high priced unions.

Among other things, the ultra high priced unions have "New City of Bell" distinction for the following:

- a) Local 3631 Firefighters Union - Average firefighter yearly total compensation of about \$230,000.
- b) Administrative Managers Union - Combined 42 days of paid time off after six months of work.
- c) Chief Officers Association Union - With the exception of one individual, every union member was a member of the \$300,000 Club or \$400,000 Club.

OCFA "Diversion of Attention" Example

The OCFA is proposing a union work rule change that affects its Communications employees - the Orange County Employees Association. The change affects only the 911 telephone dispatch workers, who work in the OCFA Headquarters Emergency Communications Center. The proposed rule change is to switch the workers from a daily 24-hour shift schedule to a daily 12-hour shift schedule to save overtime money.

Questions:

1. If this cost saving rule change will benefit the public, why can't it also be applicable to the high Fire/EMS operational labor cost dictated and controlled by the Local 3631 firefighters union 24-hour shift requirement?
2. On their 24-hour shift, the firefighters get paid for all hours eating, sleeping, watching TV, shopping for groceries, etc. Do the OCFA dispatch workers also get paid for the same hours?
3. The OCFA has stated that the purpose for the dispatch workers 24-hour shift change is to lower overtime costs. Are the overtime costs for these workers actually dwarfed by the overtime costs of the firefighters? Why can't the OCFA employ a change in firefighters 24-hour shift to save countless millions in overtime costs?
4. If the OCFA is really interested in lowering overtime costs, why has it systematically over the years destroyed the Reserve Firefighters Program? These academy trained reserve firefighters could substitute at \$20.00/hour for needed firefighting backfill requirements, rather than requiring that the backfill be done at exorbitant firefighter overtime hourly rates?
5. Why can't the Reserve Firefighter Program be strengthened to dramatically reduce OCFA overtime costs?

Discussion

You will now hear all sorts of arguments why the 24-hour shift change cannot be applied to the firefighters. However, first instruct the OCFA to respond in writing, why it cannot be applied. Then compare those arguments to various Fire Departments, which have a 12-hour work shift and use "dynamic scheduling" in firefighting operations to ensure the highest form of public safety, while saving their residents millions of dollars each year.

It is to be noted that the current OCFA 24-hour shift is actually not normal as the Local 3631 firefighters union would love to have you believe. Granted, it is used and it is unique to some West Coast fire departments, when their line staff work 24-hour shifts. But it's not generally used by: a) the private sector Fire/EMS staffs; b) police department staffs (such as the OCSD); and c) it certainly is not universally used in the public/governmental fire sector. Many fire departments use 12-hour shifts, much to the dismay of the OCFA firefighters union argument.

The firefighters union will argue that their non-traditional 24-hour shift is also utilized by some other fire departments for their front-line response personnel. However, the current daily 24-hour shift schedule has been found by various fire departments to not add to public safety, but only adds to fire department costs for the "privileged few" firefighters. Simply put, the OCFA firefighters' 24-hour shift is not "mainstream". Its creation and utilization is really union-driven and not one driven by the public safety and cost saving interests of the residents the OCFA was formed to serve.

Specific Work Schedule Comparison Examples

1. With the current 24-hour shift schedule, the dispatchers get paid for only 17 hours of work. The firefighters get paid 24 hours of pay for their 24-hour shift, or a difference of seven additional paid hours.
2. The dispatchers are deducted for seven hours spent at the Emergency Communications Center, one hour for lunch and six hours for sleep time. The dispatchers are required to sleep at the Emergency Communications Center. The firefighters get paid for all hours of eating and sleeping. No hours are deducted. In fairness, those hours should also be non-paid hours.
3. The dispatchers do not obtain compensation wage benefits for those seven deducted hours. The firefighters are paid for wage benefits on all their work hours with the exception of overtime hours.
4. If an emergency incident arises, the ECC Supervisor can call the dispatchers, who are sleeping, back to work and they will get paid for those hours. The firefighters get paid for all sleep hours, whether or not there was an interruption of sleep.

Recommendations for Negotiation Efforts With the Firefighters Union

Listed below are examples of recommendations for negotiation efforts with the Firefighters Union.

1. Switch to a 12-hour versus 24-hour shift schedule.
2. Eliminate compensation for one and one half hours of the new 12-hour shift for break and eating time.
3. Use "dynamic scheduling" to obtain proper staffing levels as the OCSD and private paramedic ambulance companies rightly do. This allows for reduced staffing levels in statistically proven light demand load periods.
4. Employ Academy trained Reserve Firefighters at \$20.00 per hour to provide needed staffing for firefighter "backfill" hours for sickness, vacation, needed time off, etc.

Conclusion

Based on past experience, the OCFA and its major high cost unions will never agree to significant cost saving rules revisions. I regard that as a 100% expectation. Instead they will offer "peanuts" by way of work rule revisions, such as with the dispatchers OCEA union. When have you ever heard from your OCFA Board of Directors member of major cost saving rules revisions with the high priced, politically connected OCFA unions?

In reality just the opposite has occurred. In the August 2016 OCFA Board of Directors meeting, the Firefighters Local 3631 president stated that the \$230,000 firefighters had "suffered" long enough without a pay increase. These are the words of the privileged few that sadly work to the detriment of the interests of the residents they are supposed to serve.

Question: How many residents of Seal Beach and Santa Ana feel the "suffering" of the \$230,000 firefighters?

Recommendations

1. Keep your "eye on the ball". Band together with other OCFA member cities to put together a joint OCFA cost reduction study team.
2. Request that the OCFA supply for your city within seven days the actual "net cost" of the services it supplies to your city versus the amount of property taxes it receives from the County for those services.
3. Request that the OCFA supply for your city within seven days the actual "net cost per resident" of the services it supplies to your city versus the "net cost per resident" for all other OCFA members, including the County, SFF members and contract member cities.
4. Request that your City Attorney make a presentation regarding the legal aspects of giving notice to the OCFA by June 30, 2018 of an intent to leave the OCFA JPA.
5. Have your City Manager make a presentation with a full written supporting report regarding the potential savings and aspects of leaving the OCFA JPA.
6. Have your City Manager make a presentation with full written supporting report regarding:
 - a) Leaving the OCFA as a SFF member city and switching to a "contract member" city status.
 - b) Switching 911 EMS service response to a cost saving private ambulance paramedic company and providing fire services by contract from the OCFA or a neighboring city fire department.

Sincerely,

Stephen M. Wontrobski

E:ocfa-contractnegotiations-2-2-18

CC: OCERS; OCFA Board of Directors; OCEA Union; EMSA; EMCC

Stephen M. Wontrobski
Mission Viejo, CA 92692

February 12, 2018

| | |
|----------------------------|------------------------------------|
| Aliso Viejo City Council | Irvine City Council |
| Dana Point City Council | Villa Park City Council |
| Laguna Niguel City Council | Orange County Board of Supervisors |
| Seal Beach City Council | Westminster City Council |

Reference: OCFA Overcharged City Costs

Dear City Council Members and Members of the Orange County Board of Supervisors,

I previously made a pledge at an OCFA Board of Directors meeting to lower OCFA overcharges to the following OCFA SFF members:

| | |
|---------------|------------------------------------|
| Aliso Viejo | Irvine |
| Dana Point | Villa Park |
| Laguna Niguel | Unincorporated Orange County Areas |

These SFF members were all being overcharged for years by the OCFA, and the OCFA knew it. However, the OCFA refused to provide any equity relief to Aliso Viejo, Villa Park, Laguna Niguel and Dana Point. The really sad part of this issue was that the OCFA Executive staff and the OCFA Board of Directors all knew that these four cities were being grossly overcharged and did nothing and said nothing to correct the injustice.

I am attaching two documents I obtained from a Mission Viejo Public Records Request concerning OCFA costs for member cities.

- a) Cost per Capita for SFF Member Cities
- b) OCFA Final Equity Share Calculation

Cost Per Capita for SFF Member Cities

I had previously provided you with a cost per resident study for all OCFA member cities. It was notable how undercharged most of the contract cities were on this basis. I always used Tustin as a glaring example of this disparity that needed to be explained. Tustin's cost per resident was under \$80.00/resident. However, about four years have passed, since I issued that report and still no equity explanation has been offered by the OCFA for this glaring disparity.

Now let's review the cost per resident of the overcharged OCFA members and compare them to Tustin.

| | |
|--------------------------|---|
| Aliso Viejo - \$183.49 | Irvine - \$271.80 |
| Dana Point - \$304.90 | Villa Park - \$253.18 |
| Laguna Niguel - \$202.73 | Unincorporated Orange County Areas - \$204.89 |

Looking at the above figures, it is amazing that the residents of Dana Point, Villa Park and Irvine have not revolted. The main reason is the ability of the OCFA to keep matters such as these basically hidden from the city residents' view. And the OCFA is very good at that.

OCFA Final Equity Share Calculation

This attached chart is important for highlighting the following:

1. Not one "contract" member city is overcharged for OCFA services. Every contract city is undercharged.
2. The one way the OCFA can undercharge seven "contract" cities is to make up the undercharges with overcharges to SFF member cities. The OCFA knows this, and it charges accordingly
3. In fact based on this chart, the OCFA also knowingly has been overcharging for years the following SFF members:

Aliso Viejo
Dana Point

Irvine
Villa Park

Laguna Niguel
Rancho Santa Margarita

Orange County
San Juan Capistrano

What to Do

Overcharged members should not even bother negotiating an equitable adjustment and return of overcharges from the OCFA. **You won't get it.**

There is absolutely no indication based on past experience that the above injustice will be remedied and past overcharges returned to the above OCFA members. The OCFA and its unions will offer you crumbs. Instead, embark upon and complete the following recommendations.

Recommendations

1. Complete an OCFA cost saving study broken into two parts: Fire and EMS.
2. For fire services consider going out on an RFP for fire services only to various fire departments, including the OCFA.
3. For EMS services consider going out on an RFP for EMS services to private paramedic ambulance companies and various neighboring fire departments, including the OCFA.

I again also add my previous recommendations on this issue.

1. Request that the OCFA supply for your city within seven days the actual "net cost" of the services it supplies to your city versus the amount of property taxes it receives from the County for those services.
2. Request that the OCFA supply for your city within seven days the actual "net cost per resident" of the services it supplies to your city versus the "net cost per resident" for all other OCFA members, including the County, SFF members and contract member cities.
3. Request that your City Attorney make a presentation regarding the legal aspects of giving notice to the OCFA by June 30, 2018 of an intent to leave the OCFA JPA.
4. Have your City Manager make a presentation with a written supporting report regarding:
 - a) The potential savings and critical aspects of leaving the OCFA JPA in part or in entirety; or b) leaving the OCFA as a SFF member city and switching to a "contract member" city.
 - b) Switching 911 EMS service response to a cost saving private ambulance company and providing fire services by contract from the OCFA or a neighboring city fire department.

Sincerely,

Stephen M. Wontrobski

E:ocfa-costsavingsideas-2-12-18

CC: OCERS; OCFA Board of Directors; EMSA; EMCC; Santa Ana City Council; Anaheim City Council

Orange County Fire Authority
Final Equity Share Calculation
Simplified Option 2A - One Region
Updated FY 2011/12 Taxes, 3-FY Average Use, AV, POP

| Agency | 2011-12 Taxes/Fees | Equity % | Equity Share Simplified Option One Region | Amount Over/(Under) | Amount Over | % of Total Over Funded | Allocation of Entitlement Fund |
|--------------------------------------|-----------------------|----------------|---|------------------------|---------------------|---------------------------------|---|
| Contract Members: | | | | | | | |
| Buena Park** | \$8,300,173 | 4.94% | \$11,090,255 | (\$2,790,082) | | | |
| Placentia | 4,831,589 | 3.02% | 6,779,873 | (1,948,284) | | | |
| San Clemente | 6,584,521 | 5.16% | 11,584,153 | (4,999,632) | | | |
| Seal Beach | 3,988,873 | 2.64% | 5,926,776 | (1,937,903) | | | |
| Stanton | 3,887,125 | 2.03% | 4,557,332 | (670,207) | | | |
| Tustin* | 5,804,397 | 5.09% | 11,427,004 | (5,622,607) | | | |
| Westminster | 8,803,148 | 5.88% | 13,200,547 | (4,397,399) | | | |
| Structural Fire Fund Members: | | | | | | | |
| Aliso Viejo | 8,658,215 | 3.33% | 7,475,820 | 1,182,395 | \$1,182,395 | 4.00% | \$0 |
| Cypress** | 4,666,303 | 2.99% | 6,712,523 | (2,046,220) | 0 | 0.00% | 0 |
| Dana Point | 9,878,733 | 3.00% | 6,734,973 | 3,143,760 | 3,143,760 | 10.64% | 0 |
| Irvine** | 58,383,848 | 17.85% | 40,073,089 | 18,310,759 | 18,310,759 | 61.98% | 0 |
| La Palma** | 1,510,698 | 0.94% | 2,110,292 | (599,594) | 0 | 0.00% | 0 |
| Laguna Hills | 5,632,137 | 2.57% | 5,769,627 | (137,490) | 0 | 0.00% | 0 |
| Laguna Niguel | 12,557,636 | 4.77% | 10,708,607 | 1,849,029 | 1,849,029 | 6.26% | 0 |
| Laguna Woods | 2,555,282 | 2.31% | 5,185,929 | (2,630,647) | 0 | 0.00% | 0 |
| Lake Forest** | 11,283,261 | 5.21% | 11,696,403 | (413,142) | 0 | 0.00% | 0 |
| Los Alamitos | 1,551,357 | 0.98% | 2,200,091 | (648,734) | 0 | 0.00% | 0 |
| Mission Viejo** | 14,401,148 | 6.70% | 15,041,440 | (640,292) | 0 | 0.00% | 0 |
| Rancho Santa Margarita | 8,142,231 | 3.29% | 7,386,020 | 756,211 | 756,211 | 2.56% | 0 |
| San Juan Capistrano** | 6,634,162 | 2.88% | 6,465,574 | 168,588 | 168,588 | 0.57% | 0 |
| Villa Park | 1,398,427 | 0.49% | 1,100,046 | 298,381 | 298,381 | 1.01% | 0 |
| Yorba Linda** | 10,556,022 | 4.73% | 10,618,807 | (62,785) | 0 | 0.00% | 0 |
| Unincorporated** | 24,489,811 | 9.20% | 20,653,917 | 3,835,894 | 3,835,894 | 12.98% | 0 |
| Grand Total | \$224,499,098 | 100.00% | \$224,499,098 | \$0 | \$29,545,016 | 100.00% | |

Footnotes:

- * Property tax pass through for annexation included.
- ** RDA pass-through and residual revenues included.

Cost per Capita Highest to Lowest

| | | | | | | |
|------------------------|----------------|---------|--------|---------|---------|---------------|
| Irvine | 62,818,290 | 231,117 | 271.80 | 33.70% | 24.29% | |
| County Unincorporated | 24,668,464 | 120,396 | 204.89 | 13.23% | 12.65% | |
| Mission Viejo | 14,051,316 | 94,824 | 148.18 | 7.54% | 9.96% | \$ 16,007,564 |
| Lake Forest | 11,764,437 | 78,501 | 149.86 | 6.31% | 8.25% | 88% |
| Yorba Linda | 9,091,605 | 66,437 | 136.85 | 4.88% | 6.98% | |
| Laguna Niguel | 12,988,031 | 64,065 | 202.73 | 6.97% | 6.73% | |
| Aliso Viejo | 9,078,539 | 49,477 | 183.49 | 4.87% | 5.20% | |
| Rancho Santa Margarita | 8,305,384 | 48,550 | 171.07 | 4.46% | 5.10% | |
| Cypress | 4,302,153 | 48,547 | 88.62 | 2.31% | 5.10% | |
| San Juan Capistrano | 6,089,775 | 35,321 | 172.41 | 3.27% | 3.71% | |
| Dana Point | \$ 10,324,890 | 33,863 | 304.90 | 5.54% | 3.56% | |
| Laguna Hills | 5,819,188 | 30,703 | 189.53 | 3.12% | 3.23% | |
| Laguna Woods | 2,614,707 | 16,500 | 158.47 | 1.40% | 1.73% | |
| La Palma | 1,365,622 | 15,818 | 86.33 | 0.73% | 1.66% | |
| Los Alamitos | 1,619,355 | 11,626 | 139.29 | 0.87% | 1.22% | |
| Villa Park | 1,493,780 | 5,900 | 253.18 | 0.80% | 0.62% | |
| Total | \$ 186,395,536 | 951,645 | 195.87 | 100.00% | 100.00% | |
| Costa Mesa | 21,531,297 | 111,358 | 193.35 | | | 40,248,392 |
| Newport Beach | 37,028,642 | 86,436 | 428.39 | | | 44,615,180 |
| | | | | | | 53% |
| | | | | | | 83% |

Stephen M. Wontrobski
Mission Viejo, CA 92692

February 15, 2018

| | |
|----------------------------|------------------------------------|
| Aliso Viejo City Council | Irvine City Council |
| Dana Point City Council | Villa Park City Council |
| Laguna Niguel City Council | Orange County Board of Supervisors |
| Seal Beach City Council | Westminster City Council |

Reference: OCFA Cost Saving Recommendations

Dear City Council Members and Members of the Orange County Board of Supervisors,

Years have passed since I made a pledge at OCFA Board of Directors meetings to lower OCFA overcharges to the following OCFA SFF members:

| | |
|---------------|---------------|
| Aliso Viejo | Irvine |
| Dana Point | Villa Park |
| Laguna Niguel | Orange County |

I also stated that I would work to lower OCFA costs to the overcharged contract cities of Westminster and Seal Beach.

In furtherance of this effort, at four OCFA Board of Director meetings, I stated that the OCFA had an obligation to reduce charges to the above OCFA members. On those four occasions, when I brought this matter to the Board's attention, I was met with the same response from OCFA Director Shawver regarding how member cities could save on OCFA costs:

To save money, member cities can just cut back on the services they want. Isn't that right, Lori?

Lori is Lori Zeller from the OCFA Executive staff and David Shawver is the Stanton Councilman, who championed a sales tax hike to Stanton residents to pay for increased city costs. Despite Director Shawver's request to Ms. Zeller for her affirmation of his response, Ms. Zeller continually refused to say anything.

OCFA directors from cash strapped OCFA "contract" member cities and fiscally minded "SFF" member cities anxiously waited for Ms. Zeller's response. However, on four separate occasions, she effectively left Director Shawver to "hang out" on his own, regarding his understanding of how the OCFA bills its member cities for their services and his cost saving idea.

On the fifth time I raised this issue, Director Shawver changed his reply to an entirely different response. His new response was that the OCFA dictates a member city's "level of service needs", and the city is serviced accordingly. This new response appears to have been scripted by Ms. Zeller for Director Shawver.

The interesting observations regarding this new response were:

1. OCFA member cities learned they could not simply employ cost saving ideas to lower city OCFA costs as Director Shawver led them to believe; and
2. The OCFA once again refused to submit cost saving ideas for the member cities to consider.

The OCFA has simply refused for years to supply cost saving ideas to member cities, which would force a lowering of exorbitant OCFA wages, benefits and work rules to competitive and reasonable levels. Hence, I now submit some of my own ideas for your own City Manager/CEO consideration. It would be advantageous, if your City Manager responded to the following ideas in writing.

Background Information

I welcome specific response studies from city managers addressing my background information on cost averages, findings, reasoning, and calculations, which are identified below:

1. The Orange County Health Care Agency (HCA) by law governs the rules and regulations concerning the means, methods and requirements of a 911-EMS response system for the entire County. Therefore, the HCA through its EMS office approves and regulates all of the 911-EMS services of the OCFA, other Orange County Fire Departments, and private ambulance companies.
2. 911-EMS responses are classified as either Basic Life Support (BLS) – non life threatening, or Advanced Life Support (ALS) – life threatening.
3. The HCA requires that 911-ALS responses be staffed with two fully licensed and accredited paramedics.
4. The State EMSA office approves the licensing of all paramedics, whether they are employed by a fire department, such as the OCFA, or a private ambulance company.
5. The HCA insures that paramedics are continually licensed and are in a fully accredited status.
6. The OCFA currently responds to a 911-EMS call with a fire engine staffed with four individuals: an operating engineer (engine driver), two firefighter paramedics, and a fire captain, who may also be a paramedic. After treatment by the OCFA, it transfers the patient to an ambulance company for transport to a hospital in its ambulance.
7. Under a non-OCFA model, a private ambulance company would solely respond to a 911-EMS call with two paramedics as required by the HCA, treat the patient, and transport the patient to a hospital. There would be no need for the OCFA to dispatch its own fire engine with four firefighters on board.
8. The OCFA responds to a 911-EMS call with a fire engine that cost about \$500,000.
9. The private paramedic ambulance company responds with an ambulance costing about \$100,000.
10. The OCFA fire engine replacement, repair and servicing costs are a multiple of the same costs for the ambulance company ambulance.
11. Annual compensation for the ambulance company response with two personnel is about \$120,000 (two paramedics at \$60,000 each).
12. Annual compensation for the OCFA response with a four person crew is about \$1,050,000 (fire captain - \$300,000, operating engineer - \$250,000; two paramedics - \$500,000).
13. OCFA 911-EMS response labor compensation is over eight times higher than that of the ambulance company.
14. OCFA compensation also necessitates separate pension UAAL liability, with that liability potentially transferred down to the member cities and County.
15. Ambulance company labor compensation does not have any associated UAAL pension liability.
16. The overwhelming number (+80%) of OCFA 911 calls are for EMS services. They are not for fire calls.

Conclusions

1. OCFA labor and equipment costs are vastly higher than the same costs for a private ambulance company with equally trained and OCEMS accredited paramedics.
2. OCFA JPA costs are concentrated in 911-EMS responses and not fire costs.
3. Using simple cost saving study methodology, OCFA members should concentrate their cost reduction study efforts on the OCFA 911-EMS model versus the ambulance company model.
4. 911-EMS response costs are significantly lower for the ambulance company as compared to the OCFA, without any reduction in public safety.

Recommendations

1. Break your OCFA cost saving study into two parts: Fire and EMS.
2. For fire cost savings consider going out on an RFP for fire services to various fire departments, including the OCFA.
3. For 911-EMS cost savings consider going out on an RFP for EMS services to private ambulance companies and various neighboring fire departments, including the OCFA.
4. Have your City Manager/CEO respond this month in a written report regarding the issues presented in this letter, so that you and your residents will become knowledgeable regarding OCFA cost saving issues.

I also state my previous recommendations again on this issue.

- a) Request that the OCFA supply for your SFF member city within seven days the actual "net cost" of the services it supplies to your city versus the amount of property taxes it receives from the County for those services.
- b) Request that the OCFA supply for your "contract" member city within seven days the actual "net cost" of the services it supplies to your city versus the amount of contract revenue it receives from your city for those services.
- c) Request that the OCFA supply for your city within seven days the actual "net cost per resident" of the services it supplies to your city versus the "net cost per resident" for all other OCFA members, including the County, SFF members and contract member cities.
- d) Request that your City Attorney make a presentation with a full written supporting report regarding the legal aspects of giving notice to the OCFA by June 30, 2018 of an intent to leave the OCFA JPA.
- e) Have your City Manager make a presentation supported by a full written report regarding:
 1. The potential cost savings and public safety aspects of leaving the OCFA.
 2. Leaving the OCFA as a SFF member city and switching to a "contract member" city status.
 3. Switching 911-EMS service response to a cost saving private ambulance company staffed by State licensed and OCEMS accredited paramedics, and providing fire services by competitive bid contracting from the OCFA or a neighboring city fire department.

Sincerely,

Stephen M. Wontrobski

E:ocfa-costsavingideas-2-15-18

CC: OCERS; OCFA Board of Directors; EMSA; EMCC; City Councils for Santa Ana, Anaheim, San Juan Capistrano, San Clemente, Rancho Santa Margarita, Laguna Hills, Costa Mesa, Lake Forest and Mission Viejo



WOODRUFF, SPRADLIN & SMART
A Professional Corporation

RECEIVED
FEB 26 2018

DOUGLAS C. HOLLAND
DIRECT DIAL: (714) 415-1042
DIRECT FAX: (714) 415-1142
E-MAIL: DHOLLAND@WSS-LAW.COM

February 22, 2018

VIA OVERNIGHT MAIL

Stephen W. Wontrobski
27132 Sombras
Mission Viejo, CA 92692

Re: Harassment Complaint

Dear Mr. Wontrobski:

I have just received a copy of your February 20, 2018 letter to the Orange County Board of Supervisors regarding my letter to you dated January 18, 2018, where I simply advised you that the Office of Authority's General Counsel received a harassment complaint from an employee of the Orange County Fire Authority (OCFA) regarding your conduct prior to a recent meeting of the OCFA Board. You did not send me a copy of your February 20th letter despite the fact that I was the author of the letter you are complaining about. I will also note that my letter included my mailing address, my email address, and my direct phone number. You never contacted me; however, you felt compelled to fire off a letter to the Orange County Board of Supervisors, which is not the governing body with jurisdiction over employees of the OCFA or the entity that has retained this firm to serve as General Counsel. The OCFA is a separate legal entity. But you know this.

My January 18th letter to you was sent to you with a copy to the affected employee and her supervisor. I did not send a copy to anyone else. You, however, not only sent your February 20th letter to the Board of Supervisors, but you also saw fit to send copies to the EMSA Director, OCERS, EMCC, OCFA member City Councils, the City Councils of Anaheim, Costa Mesa and Fullerton, and the Orange County District Attorney's Office. I cannot fathom any legitimate purpose to inviting the attention of agencies with no connection to, nor authority over, this Office's effort to address a harassment complaint except to further embarrass a professional official, employee, and public servant in the eyes of other local government entities and her employer.

Because you have elected to communicate your thoughts on this matter to a world of agencies and individuals other than those in a position to take corrective action, each of these bodies must necessarily receive copy of this letter response.

You ostensibly complain that you "have no idea . . . what the issue specifics are." Your statement is clearly disingenuous. My letter clearly states that "you engaged in conduct perceived as demeaning and inappropriate . . . by the employee . . . [and] by others who were in

Stephen W. Wontrobski
February 22, 2018
Page 2

attendance . . . [emphasis added]" and that you should "refrain from making comments regarding [the employee's] clothing or appearance" You acknowledge your understanding of the issue as well as your culpability when you pose the rhetorical question "[w]ere my comments regarding [the employee's] 'clothing or appearance' actually compliments about her clothing and appearance?" I clearly stated that your "conduct" was perceived as offensive. Our issue with your conduct is predicated on more than what words were used but the totality of the incident. This includes a consideration of context, demeanor, inflection, tone of voice, and volume, all of which contribute to another's perception of what is meant by the words uttered. As innocuous as words may be when printed on paper or as they appear in a transcript, a simple sentence can be expressed or stated in a way that is perceived as threatening, lecherous, objectifying, or otherwise offensive.

I will reaffirm my statement as I expressly indicated to you in my earlier letter; namely, the affected employee and others in the Authority Board Chambers who overheard your comment perceived your conduct on October 25, 2017 as demeaning and inappropriate. The admonishments of this Office remain simple and direct: Refrain from making comments regarding the Clerk's clothing or appearance or any other comments to the Clerk unrelated to the business function and responsibilities of the Clerk's Office.

During my 41 years of practice in the field of municipal and local government law, I have found that city clerks and clerks to county boards of supervisors and local agencies, including the Fire Authority Board, are among the most dedicated, accessible, accommodating, responsive, and helpful public servants. Ms. Wentz is no exception. She is an outstanding example of the high level of professional service our communities receive from these public officials.

If you have any questions or if you require clarification, please call or write to me. As I indicated above, my contact information is on the front page of this letter.

Sincerely,

WOODRUFF, SPRADLIN & SMART
A Professional Corporation



DOUGLAS C. HOLLAND

Stephen M. Wontrobski
Mission Viejo, CA 92692

February 24, 2018

| | |
|----------------------------|-------------------------------------|
| OCFA Board of Directors | Seal Beach City Council |
| Aliso Viejo City Council | Irvine City Council |
| Dana Point City Council | Villa Park City Council |
| Laguna Niguel City Council | Rancho Santa Margarita City Council |
| San Clemente City Council | San Juan Capistrano City Council |
| Laguna Hills City Council | Santa Ana City Council |
| Westminster City Council | |

Reference: OCFA Public Report Card Failing Grade of "F" - Public Agency Transparency
Public Records Request

Dear Members of the OCFA Board of Directors and City Council Members,

Background Information

Prior to 2016 the OCFA was subject to severe criticism for its lack of transparency. In the January 2016 OCFA Board of Directors meeting, Fire Chief Jeff Bowman declared that one of his objectives for the 2016 year was to improve OCFA public transparency. The public took this goal as a much needed improvement to the OCFA's prior unwritten goal of inhibiting public transparency. However, Chief Bowman's stated goal turned out to be still another example of the OCFA proclaiming something to appease public criticism and then never following up and doing something to rectify the problem. In fact, OCFA public transparency continued to decline over 2016 and reached record setting lows in 2017. As a result, the OCFA has been given the Public Report Card Failing Grade of "F" for Public Agency Transparency in 2017.

Discussion

Three major examples of OCFA lack of transparency, among many others, serve as a foundation for this "F" failing grade in public agency transparency.

Example Number 1 - Ladera Ranch Fire Captain E-Mails

It was reported that the Ladera Ranch Fire Station was being used by an OCFA Fire Captain to conduct a for profit EMS course. The Fire Captain was identified by name. I requested under a Public Records Request to the OCFA to review his e-mails to determine whether: a) the fire station was actually being used as reported; and b) was its usage an approved use. Despite repeated attempts to review specifically identified OCFA e-mails of the fire captain, the OCFA has refused to produce those e-mails for my review. The OCFA has required that I pay a programming/assembly cost to obtain those documents for review. I have refused to pay that cost. The OCFA's demanding that a member of the public pay for assembling specifically identified documents, which already exist, is a violation of the Public Records Act.

Some members of the OCFA Board are lawyers. They and other attorneys know that under the Public Records Act the cost of assembling and producing existing, specifically identified documents is to be borne by the agency involved. However, those Board members have done nothing to aid in the production of those documents. They also receive a failing grade of "F" for public agency transparency.

Public Records Request

I again request under the Public Records ACT to review those e-mail documents. I also again request that they not be destroyed or erased from OCFA computers or servers, since they are subject to potential Public Records Act litigation. This request applies regardless of the OCFA's existing Records Retention Policy regarding destruction of records and e-mails.

In addition, I now request to review additional documents related to the Fire Station usage.

1. All documents regarding OCFA correspondence regarding this issue, including those of the OCFA Board of Directors and its Executive staff, firefighters, division chiefs and battalion chiefs.

2. All documents that relate to an OCFA investigation of this matter.

Example Number 2 – LSL Work Papers

LSL was the OCFA's CPA. For years I had told the OCFA that it needed to audit its Procurement Department based on my own review of Purchasing Department commitments that disclosed apparent procurement irregularities. I am a former Auditor/CPA. I even reported those irregularities as a whistle blower to LSL by way of written letters, phone calls, and supplying LSL with my own OCFA Procurement Department audit work papers.

No one from LSL contacted me despite my offers to discuss my whistle blower findings. LSL then issued an audit report, which confirmed my own findings and that of OCFA Board of Director Supervisor Spitzer regarding certain OCFA Procurement Department irregularities.

After the LSL audit was issued, I and Director Spitzer complained that the OCFA was issuing purchasing commitments for hundreds of thousands of dollars without required OCFA Board approval. Here is an example. For needed fire gear such as boots, fire coats, etc., that in total cost over \$100,000, which require Board approval, LSL determined that these commitments need not be sent to the Board for their approval. Their reasoning was since no pair of boots or fire coat cost over \$100,000, Board approval was not needed for the entire purchase order commitment. Is that reasoning a generally accepted auditing standard? Was the commitment without needed Board approval a violation of the OCFA written internal controls?

I also asked the new OCFA CPA, which replaced LSL, in a public OCFA Budget & Finance meeting, if LSL should have done further follow-up with me regarding my whistle blower submission. The answer was "Yes". These matters in my opinion demanded an additional investigation of the actual LSL Procurement Department Audit. Consequently, I have specifically requested to review the LSL audit work papers under a Public Records Act submission.

Now here is what has happened on this matter.

1. The OCFA denied my request stating the audit work papers were confidential.
2. I pointed out that the LSL/OCFA contract stated that the audit work papers were the property of the OCFA.
3. Director Spitzer then asked why the work papers were not being turned over for my review.
4. The OCFA Attorney, David Kendig, informed Director Spitzer in a public OCFA Board meeting that a change order had been issued to the LSL/OCFA contract to make the audit work papers no longer the property of the OCFA.
5. I then asked under a Public Records Act submission to review the change order that made the records cease to be the property of the OCFA.
6. The OCFA responded about six weeks later that actually no such change order existed.
7. OCFA Attorney David Kendig, then stated that such change order would have been issued, even though it wasn't.
8. Since this was an absurd contract law response, I again requested to review the documents under the Public Records Act. The OCFA continues to deny my records request.
9. Next the LSL contract was set to expire after five years. Director Spitzer asked the OCFA to confirm that under best practices the LSL audit contract would not be rolled over. Jim Ruane, the OCFA Finance/Audit Manager, responded to Director Spitzer that the OCFA was actually considering a LSL contract rollover. Director Spitzer asked why it was even being considered. Jim Ruane stated because the OCFA was having trouble finding CPA firms wanting to bid for the work.

Neither Director Spitzer nor I believed that answer. So the OCFA was instructed to go out for bid for CPA services. And it received five or six CPA responses, despite previously telling Director Spitzer that there was no CPA interest in the work. This is just another example to not believe what the OCFA says. One of their modes of operation is to emphatically say something and hope its veracity will never be questioned.

And the lack of transparency continues at the OCFA. When will it ever end? Hence, there is an absolute transparency reason that those work papers be reviewed.

Public Records Request

1. I again request to review those work papers and other related LSL Procurement Department audit documents. Remember, this was a simple \$25,000 audit. In addition, I again request that those documents not be destroyed, since they could be the subject of a Public Records Act litigation matter.
2. I request to review all documents that relate to an OCFA investigation of this matter.

Example Number 3 – Denial of OCFA Managing Director Document Review

Former OCFA Director Rick Barnett from Villa Park wondered what was going on with the LSL Procurement Department Audit/work paper issue controversy. He, as a managing OCFA Director, asked to review the LSL documents himself. OCFA management denied him his own request to review the documents. Does his name ring a bell? He was the Director, who was given the 2016 “Profiles in Courage Award” for his attempts to reform the OCFA.

Do the following add further absurdity to: a) the LSL issue; b) so called OCFA Board of Directors management of the OCFA; and c) OCFA efforts against public agency transparency?

1. This was an example of a managing director attempting to fulfill a director’s responsibility to insure that all OCFA public funds were properly spent. The OCFA response in so many words – Director Barnett, take a hike. We run this OCFA ship and not you as a managing director. We and the union control the OCFA, not you. We alone know what’s good for all of us here. So just forget what might be good for the public.
2. What was the response from the other members of the OCFA Board of Directors to OCFA’s Management refusal to allow a Board Director to review the Procurement Department audit records? Silence. Shame on all those silent Board members for their refusal to get involved. Is it a fear their involvement or support of a Director could possibly damage their future political and financial gain?

And the lack of OCFA transparency continues. Hence in my view the OCFA Public Report Card Failing Grade of “F” for Public Agency Transparency is well deserved.

When will it ever end? When will it ever end?

Sincerely,

Stephen M. Wontrobski

E:ocfa-ReportCard”F”Grade-Transparency-2-24-18

CC: EMSA; EMCC; City Councils for Santa Ana, Anaheim, and Costa Mesa

Stephen M. Wontrobski
Mission Viejo, CA 92692

March 12, 2018

Mrs. Tammi McConnell, Program Manager
Orange County Emergency Medical Services
405 W. Fifth Street, Suite 301A
Santa Ana, CA 92705

Ref: EMS Emergency Room Offload Times

Dear Ms. McConnell:

From my attendance at various EMCC meetings, I became aware of the extended Emergency Room offload times at various County hospitals. I also noticed that EMCC members were apprised of the problem, but from my viewpoint, apparently never took any meaningful affirmative action to address the problem. So in the January 5, 2018 EMCC meeting, I decided to speak up and request that the EMCC take stronger action to alleviate some of the problems. I requested that the EMCC:

- Issue a letter to each of the seven hospitals with a “90th Percentile APOT Time (Min:Sec) in excess of 30 minutes, notifying the hospital of the EMCC problem concern and requesting a letter reply as to the steps that they would propose to undertake to alleviate the problem.
- Place their response letters on the next EMCC meeting agenda for a full public discussion and for a sharing of ideas with all Orange County hospitals.

Since that time, the February 2018 offload time report came out. Listed below is the offload time comparison for the November 2017 year to date compared to the February 2018 year to date for the hospitals in question.

| | <u>11/17 Year to Date</u> | <u>2/18 Year to Date</u> |
|----------------------------------|---------------------------|--------------------------|
| Garden Grove Hospital and MC | 36:37 | 35:11 |
| La Palma Intercommunity Hospital | 55:11 | 75:13 |
| Los Alamitos Medical Center | 45:28 | 49:54 |
| Mission Hospital – Laguna Beach | 33:39 | 34:37 |
| Mission Hospital Regional MC | 35:38 | 40:03 |
| St. Jude Medical Center | 46:44 | 47:33 |
| West Anaheim Medical Center | 40:32 | 54:32 |

As you can see, matters appear to have gotten worse, since I made my initial recommendations above. This continuing problem needs to be formally addressed and needed system modifications implemented to improve public safety. Accordingly, I add a third recommendation to the two above for your consideration.

Recommendation: Have the EMCC Facilities Committee:

1. Gather needed input information from all County hospitals as to measures they can implement to improve their offload times.
2. Gather needed input information from all County hospitals as to measures they recommend that the EMCC study and implement to improve offload times.

3. Schedule a Facilities Committee public meeting to discuss possible offload system improvement recommendations.
4. Submit a formal study report of the Facilities Committee's findings and recommendations for a June 2018 EMCC meeting discussion.

I thank you for your consideration of this matter.

Sincerely,

Stephen M. Wontrobski

E:emccOffloadTimes3-12-18

Cc: Orange County Board of Supervisors; State EMSA Director (Dr. Backer)

Stephen M. Wontrobski
Mission Viejo, CA 92692

March 15, 2018

Orange County Fire Authority
Members of the Board of Directors
1 Fire Authority Road
Irvine, CA 92619

Reference: Has the OCFA Rigged Still Another System?
Another Interim "F" Grade for OCFA Agency Transparency

Dear Board Members:

At the OCFA Board of Directors February 22, 2018 meeting, I was surprised to see so many people in the audience. I then learned that the bulk of the audience and all oral public comments centered around the proposed change in the Emergency Command Center worker shift from a 24 hour shift to a 12 hour shift. It is to be remembered that these workers (OCEA Union Members) actually only get paid for 17 hours on this 24 hour shift. (One hour for eating and six hours for sleeping are non-paid dispatcher 24 hour shift hours.) This is in stark contrast to the Local 3631 Firefighters union that also works a 24 hour shift, but gets paid for all 24 hours. These firefighters, unlike the dispatch workers, get paid for all 24 hours, whether they be eating, sleeping, shopping for groceries, etc. Why is this the case for these public safety workers ?

The firefighters are also paid very differently than the public safety officers from the Orange County Sheriff's Department (OCSD). The OCSD deputies do not get paid for eating, sleeping, watching TV, etc. Unlike the firefighters, you will not see an OCSD deputy in the Ladera Ranch Albertson's supermarket buying Valentine's Day flowers, while the deputy's patrol car was parked alongside the store. You could see, as I did, an OCFA fire engine parked alongside the Albertson's store in Ladera Ranch awaiting the return of one member of the firefighter engine crew shopping for Valentine's Day flowers inside the store.

You will not see an OCSD deputy's patrol car parked outside Bagels and Brew in Aliso Viejo, while the deputy was on duty, to allow him to do a quick stop and obtain a coffee beverage. You could see, as I did, the OCFA paramedic truck (Medic 57) parked outside Bagels and Brew in Aliso Viejo, while the paramedics were on duty, to allow them to obtain coffee beverages in Bagels and Brew.

Such examples are a minor few of the privileges of the 24 hour firefighter's shift versus a 12 hour firefighter's shift. It is easy to see why the firefighters will come up with a litany of justification reasons for keeping their all encompassing pay schedule for a 24 hour shift. The big issue is: Why, for cost and firefighter personnel safety reasons, can't the firefighters, just like the OCSD, work on a non-24 shift using "dynamic scheduling"? Incidentally, this same idea was proposed by former Fire Chief Richter. This proposal was one major reason why the firefighters forced him out of office with a 90% no-confidence union vote. Remember that?

Question: Wouldn't your city residents like to be paid for:

- a) Eating
- b) Sleeping
- c) Watching TV
- d) Shopping for Valentine's Day flowers
- e) Taking time to go and get iced coffee mochas?

Answer: Of course they would. And wouldn't they come up with a litany of reasons to justify this arrangement, if it had been previously granted to them? Of course they would, just like the firefighters have.

Next Question: Do all fire departments in California employ a 24 hour work shift?

Answer: Absolutely not. And those fire departments, which do not employ a 24 hour work shift will give you a litany of cost and safety reasons, why they recommend not doing so.

OCFA Board of Directors February 22, 2018 Meeting

Several dispatchers raised two interesting points in their oral comments at the OCFA Board of Directors February 22, 2018 Meeting, which caused me to investigate their concerns.

- 1) OCFA Executive Management refused to allow the OCEA to forward to the OCFA Board of Directors (you) two cost studies regarding the cost and public safety aspect of the proposed dispatcher shift change.
- 2) The OCEA cost studies showed that the existing 24 hour shift, and not the proposed 12 hour shift, was actually more beneficial from both a cost and public safety aspect.

Refusal to Allow the Cost Studies to be Submitted to the Board of Directors

This refusal relates back to the notorious distinction why the OCFA was previously awarded a public failing grade of "F" for public transparency. One thing stands out at the OCFA - With regard to transparency, it simply has been, continues to be, and with a high degree of certainty will continue unabated into the future to be a figurehead distinction for an agency exemplifying a lack of transparency. For its agency transparency, the OCFA continues unabated in receiving a public report card grade of "F".

Next, the OCEA stated that OCFA Executive management was behind the refusal to allow the Board members and the public to view the two cost studies. Although this might be true, it needs to be ascertained whether the Chairman and other key members of the OCFA Board of Directors were also actually involved with OCFA Executive management in the decision to not allow you and the public to view the reports. In other words, did they combine to "rig" the discussion to not allow all the other Board members and the public an opportunity to hear the OCEA's side of the story?

That is another possible aspect of "lack of transparency" rigging that needs to be investigated. But who should do the investigation? Certainly not the OCFA Fire Chief, Executive Management or the Board of Directors. They all have been part and parcel of this same problem in the past. Maybe it's time for the Orange County Grand Jury to get involved.

Is the Existing Dispatchers 24 hour Shift Actually Beneficial to the Public From a Cost and Public Safety Viewpoint?

The public is entitled to a written OCFA response to the two studies and whether the existing 24 hour shift actually is beneficial to the public from a cost and public safety viewpoint. This OCFA response report is needed in writing from a transparency point of view, so its conclusions can be verified.

Next, this issue has brought up an even bigger issue:

Has the OCFA Board of Directors failed to keep its eye on the ball, when it attempts to look at OCFA overtime costs?

Keep Your Eye on the Ball

I applaud all efforts to reform the OCFA unreasonable compensation levels, excessive overtime costs and wasteful and costly union work rules. However, I believe the bulk of the OCFA overtime cost cutting efforts are focused in the wrong area. Presently, they are focused on about twenty nine dispatchers and their supervisors. When have you ever heard of any OCFA major overtime saving efforts directed at the Firefighters Local 3631 Union, where the overwhelming overtime costs reside? You need to keep your eye on the ball.

Since the OCFA has never publicly announced any major firefighter wage compensation, union work rules and overtime reforms in the seven years I have been attending OCFA meetings, I decided to look into this matter myself. For anyone interested in my study methodology, I direct them to the OCFA internet website main page. Go to the pull down menu identifier called "Transparency". Under "Transparency" go to "Compensation". Under "Compensation" go to Calendar Year 2016, which is the latest published OCFA wage report. Review those entries with an "A" Active Employment Classification, and you now can follow along with my study process. My summary worksheet is attached as "Attachment A".

Emergency Command Center Dispatchers and Supervisors

On page 11 of the OCFA Report, you will see the following makeup of the ECC dispatchers and their supervisors.

- a) There are 24 Dispatchers and 5 Supervisors.

- b) Dispatchers make a base wage of approximately \$75,000 and their Supervisors a base wage of about \$84,000.
- c) 13 of the 24 dispatchers made under \$50,000 in overtime.
- d) 10 of the 24 dispatchers made between \$50,000 to \$75,000 in overtime.
- e) 1 Dispatcher made over \$75,000 in overtime. (\$77,653)
- f) 4 of 5 Dispatcher Supervisors made less than \$50,000 in overtime.
- g) One supervisor made over \$50,000 in overtime. (\$59,001)

Fire Captains

On pages 7 - 11 of the OCFA Report, you will find the compensation levels for the OCFA Fire Captains. At an average compensation level over \$300,000, this group has been reported to be the highest paid group of fire captains in the entire United States.

- a) There are 235 fire captains, who make a base wage of approximately \$115,000.
- b) 95 of the 235 fire captains made under \$50,000 in overtime.
- c) 70 of the 235 fire captains made between \$50,000 to \$75,000 in overtime.
- d) 41 of the 235 fire captains made between \$75,000 to \$100,000 in overtime.
- e) 29 of the 235 fire captains made over \$100,000 in overtime

It is to be noted that one fire captain made \$508,495 in total compensation (Page 10). He has the distinction of being the first member of the OCFA \$500,000 Club. This was partially attributable to his \$245,430 in overtime payments.

Fire Apparatus Engineers (Fire Engine Drivers)

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Is there any reason to not dispel the growing belief of the public that the OCFA Board of Directors is really "Asleep at the Wheel" with regard to controlling excessive firefighter compensation, needed work rule changes, and switching to a 12 hour work shift employing "dynamic work scheduling" to save money and increase public and firefighter safety? OCFA Board of Directors, Executive Committee and Budget and Finance Committee leadership are all seemingly absent in this regard.

One Saving Grace

There is one saving grace to this whole matter. Since there is no group at the OCFA, which can critically recommend wage reforms at the OCFA, shouldn't the County and OCFA overcharged SFF and contract member cities Board members:

1. Ask your CEO and city manager for a full written report on this matter. Isn't time your CEO and city manager became thoroughly aware of: a) excessive OCFA costs being paid by the County and your city; and b) lack of reform of firefighter wages, benefits, pensions and costly and wasteful union work rules?
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8. If we pay dispatchers only 17 hours for their 24 hour shift, why aren't we also doing the same for the firefighters?

I thank you for your consideration of this matter.

Sincerely,

Stephen Wontrobski

BOSOCFA-DispatchersWages-3-15-18

cc: State EMSA Director; EMCC; Dana Point, San Clemente, San Juan Capistrano, Aliso Viejo, Laguna Niguel, Lake Forest, Irvine, Rancho Santa Margarita, Westminster, Costa Mesa, and Villa Park City Councils; Orange County Grand

OCFA 2016 Overtime Wage Compensation

Emergency Control Center

| <u>Job Classification</u> | <u>Workers</u> | <u>Under \$50K</u> | <u>\$50-75K</u> | <u>\$75-100K</u> | <u>>\$100K</u> |
|--------------------------------------|----------------|--------------------|-----------------|------------------|-------------------|
| Communication Dispatcher | 24 | 13 | 10 | 1 | 0 |
| Communication Dispatchers Supervisor | 5 | 4 | 1 | 0 | 0 |
| Totals | 29 | 17 | 11 | 1 | 0 |

Local 3631 Firefighters Union

| <u>Job Classification</u> | <u>Workers</u> | <u>Under \$50K</u> | <u>\$50-75K</u> | <u>\$75-100K</u> | <u>>\$100K</u> |
|---------------------------|----------------|--------------------|-----------------|------------------|-------------------|
| Fire Captains | 235 | 95 | 70 | 41 | 29 |
| Fire App. Engineer | 221 | 124 | 64 | 27 | 6 |
| Firefighters | 438 | 333 | 84 | 18 | 3 |
| Totals | 894 | 552 | 218 | 86 | 38 |

Stephen M. Wontrobski
Mission Viejo, CA 92692

March 15, 2018

Orange County Fire Authority
Members of the Board of Directors
1 Fire Authority Road
Irvine, CA 92619

Reference: Has the OCFA Rigged Still Another System?
Another Interim "F" Grade for OCFA Agency Transparency

Dear Board Members:

At the OCFA Board of Directors February 22, 2018 meeting, I was surprised to see so many people in the audience. I then learned that the bulk of the audience and all oral public comments centered around the proposed change in the Emergency Command Center worker shift from a 24 hour shift to a 12 hour shift. It is to be remembered that these workers (OCEA Union Members) actually only get paid for 17 hours on this 24 hour shift. (One hour for eating and six hours for sleeping are non-paid dispatcher 24 hour shift hours.) This is in stark contrast to the Local 3631 Firefighters union that also works a 24 hour shift, but gets paid for all 24 hours. These firefighters, unlike the dispatch workers, get paid for all 24 hours, whether they be eating, sleeping, shopping for groceries, etc. Why is this the case for these public safety workers ?

The firefighters are also paid very differently than the public safety officers from the Orange County Sheriff's Department (OCSD). The OCSD deputies do not get paid for eating, sleeping, watching TV, etc. Unlike the firefighters, you will not see an OCSD deputy in the Ladera Ranch Albertson's supermarket buying Valentine's Day flowers, while the deputy's patrol car was parked alongside the store. You could see, as I did, an OCFA fire engine parked alongside the Albertson's store in Ladera Ranch awaiting the return of one member of the firefighter engine crew shopping for Valentine's Day flowers inside the store.

You will not see an OCSD deputy's patrol car parked outside Bagels and Brew in Aliso Viejo, while the deputy was on duty, to allow him to do a quick stop and obtain a coffee beverage. You could see, as I did, the OCFA paramedic truck (Medic 57) parked outside Bagels and Brew in Aliso Viejo, while the paramedics were on duty, to allow them to obtain coffee beverages in Bagels and Brew.

Such examples are a minor few of the privileges of the 24 hour firefighter's shift versus a 12 hour firefighter's shift. It is easy to see why the firefighters will come up with a litany of justification reasons for keeping their all encompassing pay schedule for a 24 hour shift. The big issue is: Why, for cost and firefighter personnel safety reasons, can't the firefighters, just like the OCSD, work on a non-24 shift using "dynamic scheduling"? Incidentally, this same idea was proposed by former Fire Chief Richter. This proposal was one major reason why the firefighters forced him out of office with a 90% no-confidence union vote. Remember that?

Question: Wouldn't your city residents like to be paid for:

- a) Eating
- b) Sleeping
- c) Watching TV
- d) Shopping for Valentine's Day flowers
- e) Taking time to go and get iced coffee mochas?

Answer: Of course they would. And wouldn't they come up with a litany of reasons to justify this arrangement, if it had been previously granted to them? Of course they would, just like the firefighters have.

Next Question: Do all fire departments in California employ a 24 hour work shift?

Answer: Absolutely not. And those fire departments, which do not employ a 24 hour work shift will give you a litany of cost and safety reasons, why they recommend not doing so.

OCFA Board of Directors February 22, 2018 Meeting

Several dispatchers raised two interesting points in their oral comments at the OCFA Board of Directors February 22, 2018 Meeting, which caused me to investigate their concerns.

- 1) OCFA Executive Management refused to allow the OCEA to forward to the OCFA Board of Directors (you) two cost studies regarding the cost and public safety aspect of the proposed dispatcher shift change.
- 2) The OCEA cost studies showed that the existing 24 hour shift, and not the proposed 12 hour shift, was actually more beneficial from both a cost and public safety aspect.

Refusal to Allow the Cost Studies to be Submitted to the Board of Directors

This refusal relates back to the notorious distinction why the OCFA was previously awarded a public failing grade of "F" for public transparency. One thing stands out at the OCFA - With regard to transparency, it simply has been, continues to be, and with a high degree of certainty will continue unabated into the future to be a figural distinction for an agency exemplifying a lack of transparency. For its agency transparency, the OCFA continues unabated in receiving a public report card grade of "F".

Next, the OCEA stated that OCFA Executive management was behind the refusal to allow the Board members and the public to view the two cost studies. Although this might be true, it needs to be ascertained whether the Chairman and other key members of the OCFA Board of Directors were also actually involved with OCFA Executive management in the decision to not allow you and the public to view the reports. In other words, did they combine to "rig" the discussion to not allow all the other Board members and the public an opportunity to hear the OCEA's side of the story?

That is another possible aspect of "lack of transparency" rigging that needs to be investigated. But who should do the investigation? Certainly not the OCFA Fire Chief, Executive Management or the Board of Directors. They all have been part and parcel of this same problem in the past. Maybe it's time for the Orange County Grand Jury to get involved.

Is the Existing Dispatchers 24 hour Shift Actually Beneficial to the Public From a Cost and Public Safety Viewpoint?

The public is entitled to a written OCFA response to the two studies and whether the existing 24 hour shift actually is beneficial to the public from a cost and public safety viewpoint. This OCFA response report is needed in writing from a transparency point of view, so its conclusions can be verified.

Next, this issue has brought up an even bigger issue:

Has the OCFA Board of Directors failed to keep its eye on the ball, when it attempts to look at OCFA overtime costs?

Keep Your Eye on the Ball

I applaud all efforts to reform the OCFA unreasonable compensation levels, excessive overtime costs and wasteful and costly union work rules. However, I believe the bulk of the OCFA overtime cost cutting efforts are focused in the wrong area. Presently, they are focused on about twenty nine dispatchers and their supervisors. When have you ever heard of any OCFA major overtime saving efforts directed at the Firefighters Local 3631 Union, where the overwhelming overtime costs reside? You need to keep your eye on the ball.

Since the OCFA has never publicly announced any major firefighter wage compensation, union work rules and overtime reforms in the seven years I have been attending OCFA meetings, I decided to look into this matter myself. For anyone interested in my study methodology, I direct them to the OCFA internet website main page. Go to the pull down menu identifier called "Transparency". Under "Transparency" go to "Compensation". Under "Compensation" go to Calendar Year 2016, which is the latest published OCFA wage report. Review those entries with an "A" Active Employment Classification, and you now can follow along with my study process. My summary worksheet is attached as "Attachment A".

Emergency Command Center Dispatchers and Supervisors

On page 11 of the OCFA Report, you will see the following makeup of the ECC dispatchers and their supervisors.

- a) There are 24 Dispatchers and 5 Supervisors.

- b) Dispatchers make a base wage of approximately \$75,000 and their Supervisors a base wage of about \$84,000.
- c) 13 of the 24 dispatchers made under \$50,000 in overtime.
- d) 10 of the 24 dispatchers made between \$50,000 to \$75,000 in overtime.
- e) 1 Dispatcher made over \$75,000 in overtime. (\$77,653)
- f) 4 of 5 Dispatcher Supervisors made less than \$50,000 in overtime.
- g) One supervisor made over \$50,000 in overtime. (\$59,001)

Fire Captains

On pages 7 - 11 of the OCFA Report, you will find the compensation levels for the OCFA Fire Captains. At an average compensation level over \$300,000, this group has been reported to be the highest paid group of fire captains in the entire United States.

- a) There are 235 fire captains, who make a base wage of approximately \$115,000.
- b) 95 of the 235 fire captains made under \$50,000 in overtime.
- c) 70 of the 235 fire captains made between \$50,000 to \$75,000 in overtime.
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REGULATORY/ MEDICAL HEALTH SERVICES

EMERGENCY MEDICAL SERVICES

RICHARD SANCHEZ
DIRECTOR

STEVE THRONSON
DEPUTY AGENCY DIRECTOR
REGULATORY/MEDICAL SERVICES

DENISE FENNESSY
CHIEF OF OPERATIONS
REGULATORY/MEDICAL SERVICES

TAMMI McCONNELL MSN, RN
EMS ADMINISTRATOR

405 W FIFTH STREET, SUITE 301A
SANTA ANA, CALIFORNIA 92701
TELEPHONE: 714- 834-3500
FAX: 714- 834-3125

March 21, 2018

TO: ORANGE COUNTY EMS AIR SERVICE PROVIDERS
ORANGE COUNTY EMS MEDICAL ADVISORY GROUP
BASE HOSPITAL COORDINATORS
ORANGE COUNTY FIRE CHIEFS
ORANGE COUNTY EMS DISTRIBUTION LIST

FROM: SAM J. STRATTON, MD, MPH
MEDICAL DIRECTOR, ORANGE COUNTY EMS AGENCY

SUBJECT: IMMEDIATE REVISION TO EMERGENCY RESPONSE EMS AIR PROVIDER
INVENTORY

Orange County based air providers that respond to medical emergencies are required to add the following items to all aircraft that respond to 911 dispatched medical emergencies:

1. Automated, battery-powered, constricting band chest compression device – minimum of one per each responding aircraft.
2. Manual controlled battery-powered, cardiac defibrillator-monitor capable of performing, recording, and analyzing 12-lead electrocardiograms – minimum of one per each responding aircraft.

Addition of the above items to aircraft inventory must be implemented on a soon as possible basis. When all applicable provider aircraft have added the above equipment and air rescue/air ambulance paramedics have been trained in the use of the devices, notification shall be made to:

Orange County Emergency Medical Services Agency
Attn: EMS Medical Director
405 W 5th Street, Suite 301A
Santa Ana, CA 92701

This memorandum does not apply for air ambulance aircraft dedicated solely for interfacility transport services.

SJS#3208