



## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, APRIL 22, 2025 – 1:30 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

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### AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, April 22, 2025 in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

Reports and Documents relating to each agenda item are on file at CONFIRE and are available for public inspection during normal business hours.

The Public Comment portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the Administrative Committee at this time; however, the Committee may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact CONFIRE at (909) 356-2302. Notification 48 hours prior to the meeting will enable CONFIRE to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the Administrative Committee.

Liz Berry  
1743 Miro Way, Rialto, CA 92376  
909-356-2302  
[lberry@confire.org](mailto:lberry@confire.org)

### CALL TO ORDER

- a. Flag Salute
- b. Roll call/Introductions

### PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 30 minutes; 3 minutes allotted for each speaker)

### INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

## **CONSENT ITEMS**

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

- [1.](#) Approve the Administrative Committee Minutes of March 25, 2025
- [2.](#) CONFIRE Operations Statement as of March 31, 2025
- [3.](#) Fund Balance Report as of March 31, 2025
- [4.](#) YTD Call Summary
- [5.](#) YTD Answer Time
- [6.](#) Billable Incidents
- [7.](#) Call Processing Time Analysis - March 2025
- [8.](#) CONFIRE ECNS Analysis

## **DIRECTOR REPORT**

- a. Communication Division Update - Henry Perez
- b. Finance/Admin. Division Update - Damian parsons
- c. MIS Division Update - Blessing Ugbo
- d. EMS Division Update - Chief Joe Barna

## **COMMITTEE REPORTS**

- a. Ops Chief Committee Report - Chief Ault
- b. CAD to CAD - Mike Bell

## **NEW BUSINESS**

- [9.](#) Public Hearing AB 2561: Assess Job Vacancies and Address Vacancy Rates.
- [10.](#) Accept and Receive Funding from the San Bernardino County Inland Counties Emergency Medical Agency (ICEMA) for the Emergency Communications Nurse System  
- **ACTION ITEM**

11. Viewpoint Advocacy Agreement - **ACTION ITEM**

12. Purchase of Oracle NetSuite for Government Cloud Services - **ACTION ITEM**

13. 2025-26 Preliminary Budget - **ACTION ITEM**

## **ROUND TABLE**

## **CLOSED SESSION**

14. Review and update existing Litigation - Government Code section 54956.9: AMR Lawsuit

## **ADJOURNMENT**

### **Upcoming Meetings:**

**Next Regular Meeting:** CONFIRE Joint Board of Directors and Administrative Committee Meeting - May 27, 2025.

### **POSTING:**

This is to certify that on April 17, 2025, I posted a copy of the agenda:

- 1743 Miro Way, Rialto, CA
- on the Center's website which is [www.confirer.org](http://www.confirer.org)
- 25541 Barton Rd., Loma Linda, CA

/s/ Liz Berry

**Liz Berry**  
**Clerk of the Board**



## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, MARCH 25, 2025 – 1:30 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

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### MINUTES

#### ROLL CALL

##### **ADMINISTRATIVE COMMITTEE MEMBERS:**

Chief Buddy Peratt, Apple Valley Fire Protection District  
Chief Dave Williams, Chino Valley Fire District  
B.C. Luke Granger, Colton Fire Department  
Chief Dan Harker/Chair, Loma Linda Fire Department  
Chief Mike McCliman, Rancho Cucamonga Fire Department  
Chief Rich Sessler/Vice-Chair, Redlands Fire Department  
Chief Brian Park, Rialto Fire Department  
Chief Bertral Washington, San Bernardino County Fire  
Chief Bobby Clemmer, Victorville Fire Department

#### CALL TO ORDER

- a. Flag Salute
- b. Roll Call/Introductions
- c. Presentations

#### PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 30 minutes; 3 minutes allotted for each speaker)

*No statements were made.*

#### INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

*No conflicts were announced.*

#### CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.



1. Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee Minutes of February 25, 2025.
2. CONFIRE Operations Statement as of February 28, 2025
3. Fund Balance Report as of February 28, 2025
4. YTD Call Summary
5. YTD Answer Time
6. CONFIRE Billable Incidents
7. CONFIRE Call Processing Time Analysis – February 2025
8. ECNS Report February 2025

***Motion to accept all items on Consent.***

***Motion by: Chief Bertral Washington***

***Second by: Chief Rich Sessler***

***Yes – 9***

***No - 0***

***Abstain – 0***

***Absent – 0***

## **DIRECTOR REPORT**

*Interim Director Nathan Cooke discussed the AT&T trunk outage that recently affected the Valley 911 Call Center. Backup plan was put into place and investigation is ongoing. An after-action discussion will address ways to better mitigate vulnerabilities. A full report will be released upon completion.*

- a. Communication Division Update – Henry Perez
  - *Fire structure and fire structure low response codes addressed.*
  - *Call processing times discussed. Communications and MIS have been troubleshooting all possible situations that could be affecting our response time.*
  - *No National Standard for EMD Call Processing*
- b. Finance/Admin. Division Update – Damian Parsons
  - *Introduction of Erika Torres-Murillo CONFIRE's new Staff Analyst II*
  - *Dispatcher, Call Taker, and Dispatch Manger recruitments have closed.*
  - *Negotiations with ESU are at a standstill.*
  - *Reviewed the base budget for the current year.*
  - *Budget Change overview.*
  - *Main changes are salary and benefit related.*
  - *Final Budget will be brought to the Board of Directors and Administrative Committee at the May 27<sup>th</sup> meeting.*
- c. MIS Division Update – Blessing Ugbo

- *Automated scan with vulnerability testing has been completed. Manual testing is now being conducted, once complete we will receive a final report of all vulnerabilities.*
- *GIS successfully rolled out the Burn Permit process for San Bernardino County Fire.*
- *Exploring capability of Microsoft AI platform availability.*
- *NEXTGEN 911 update.*

d. EMS Division Update – Chief Joe Barna

#### **COMMITTEE REPORTS**

- a. Ops Chief Committee Report – Chief Ault  
*No report.*

#### **ROUND TABLE**

#### **CLOSED SESSION**

*\*The Administrative Committee entered Closed Session at 2:32 p.m.*

9. Review and update existing Litigation – Government Code section 54956.9: AMR Lawsuit

*\*The Administrative Committee came out of Closed Session at 3:08 p.m.*

*No reportable outcome from Closed Session.*

#### **ADJOURNMENT**

*Motion to adjourn the CONFIRE Administrative Committee Meeting*

*The meeting adjourned at 3:09 p.m.*

#### **Upcoming Meetings:**

Next Regular Meeting: April 22, 2025 @ 1:30 p.m.

/s/ Liz Berry  
**Liz Berry**  
**Clerk of the Board**



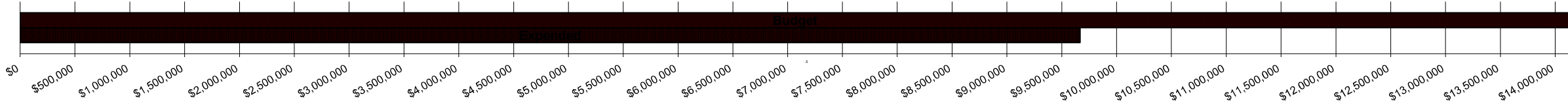
OPERATIONS FUND 5008  
Unaudited MONTHLY SUMMARY FY 2024-25

Transactions thru March 31, 2025

Item 2.

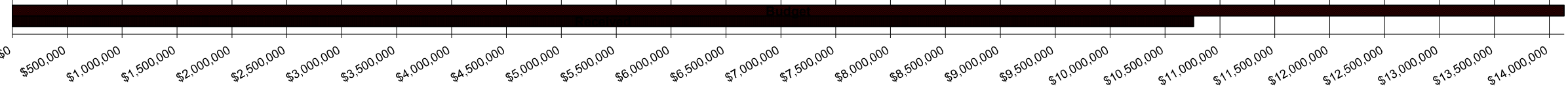
Expenditures	July	Aug	Sep	3 PP Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	3 PP June	Total YTD Expended	2024/25 Budget	Bud - Exp Difference	% Used
Salary/Benefits	610,483	612,358	643,001	928,190	659,917	662,763	633,577	673,459	718,149	-	-	-	6,141,898	9,552,349	\$3,410,451	64.3%
Overtime/Call Back	33,883	25,201	26,202	45,021	27,461	26,483	21,129	29,437	27,352	-	-	-	262,170	45,000	-\$217,170	582.6%
Phone/Circuits/Internet	40,974	(10,033)	25,126	22,799	17,444	33,970	41,819	28,238	31,806	-	-	-	232,143	273,166	\$41,023	85.0%
County IS/Data Services/Counsel	114	(450)	3,491	2,641	1,293	2,093	1,293	1,293	1,453	-	-	-	13,220	59,905	\$46,685	22.1%
Radio/Pager, Console Maint	-	45,690	(11,159)	21,411	21,411	21,411	21,411	21,411	24,911	-	-	-	166,495	205,559	\$39,064	81.0%
Computer Software	250,088	836,272	555,398	5,446	9,673	9,081	1,867	9,682	112,307	-	-	-	1,789,813	2,362,495	\$572,683	75.8%
Computer Hardware	532	(220)	323	140	269	-	936	13	-	-	-	-	1,994	15,250	\$13,256	13.1%
Office Exp/Copier Lease	5,259	10,061	6,385	2,565	7,390	4,074	4,952	4,516	11,736	-	-	-	56,937	90,897	\$33,960	62.6%
Insurance/Auditing	-	252,504	-	11,636	(560)	-	-	11,450	-	-	-	-	275,029	302,912	\$27,883	90.8%
Payroll/HR/Medical Director	121,858	(20,769)	29,967	39,680	20,572	44,411	108,445	12,156	185,843	-	-	-	542,165	780,659	\$238,494	69.4%
Travel/Training	2,953	746	59	2,596	2,357	1,224	20	11,001	-	-	-	-	20,956	112,800	\$91,844	18.6%
Auto/Structure/Fuel	-	3,204	2,181	3,745	2,109	1,796	1,571	4,141	2,086	-	-	-	20,834	60,590	\$39,756	34.4%
Other/HDGC Rent/Equip Trans	16,434	13,233	15,226	24,950	17,040	13,984	15,923	11,610	14,005	-	-	-	142,405	274,974	\$132,569	51.8%
Total	1,082,578	1,767,796	1,296,203	1,110,821	786,376	821,289	852,943	818,407	1,129,646	-	-	-	9,666,059	14,136,556	\$4,470,497	68.4%

% Fiscal Year Passed 75%



Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
Services	3,556,286.22	(7,944.00)	-	3,521,213.50	-	-	-	3,554,338.00	-	-	-	-	10,623,893.72	14,134,213.00	3,510,319.28	0.75
Interest	48,856.31	(48,856.31)	-	46,866.10	-	-	39,736.57	-	-	-	-	-	86,602.67	-	(86,602.67)	-
Other	-	-	36,119.71	-	9,250.56	-	-	4,625.28	-	-	-	-	49,995.55	-	(49,995.55)	-
Total	3,605,143	(56,800)	36,120	3,568,080	9,251	-	39,737	3,558,963	-	-	-	-	10,760,492	14,134,213	3,373,721	0.76

% Fiscal Year Passed 75%





**FY 2024-2025**  
**Unaudited Fund Balance Report**  
**as of March 31, 2025**

**Operations Fund (5008)**

Unaudited Fund Balance 7/1/24		\$	3,335,344
Revenue	10,760,492		
Expenditures	(9,666,059)		
	Net		1,094,433
	Net Transfers In/Out		-
	<b>Available Fund Balance</b>	<b>\$</b>	<b>4,429,777</b>

*\*FY 2024-25 Operating costs 10% is \$1,413,421 Per Board Policy*

**Equipment Reserve Fund (5009)**

Unaudited Fund Balance 7/1/24		\$	2,311,408
Revenue	513,303		
Expenditures	(622,592)		
	Net		(109,289)
	<b>Available Fund Balance</b>	<b>\$</b>	<b>2,202,119</b>

**General Reserve Fund (5010)**

Unaudited Fund Balance 7/1/24		\$	6,907,469
Revenue	(699,816)		
Expenditures	(633,692)		
Grant Funds Due to CAD to CAD	-		
	Net		(1,333,508)
	<b>Fund Balance</b>		5,573,961
	Net Transfers In/Out		-
	<b>Total Fund Balance</b>	<b>\$</b>	<b>5,573,961</b>
<b><u>Restricted Fund Balance</u></b>			
Reserve for CIP	(3,000,000)		
	Net Committed		(3,000,000)
	<b>Available Fund Balance</b>	<b>\$</b>	<b>2,573,961</b>

*\*FY 2024-25 Operating costs 25% is \$3,533,553*



**FY 2024-2025**  
**Unaudited Fund Balance Report**  
**as of March 31, 2025**

**Term Benefits Reserve Fund (5011)**


Unaudited Fund Balance 7/1/24		\$	1,786,600
Revenue	199,013		
Expenditures	-		
	Net		199,013
	Net Transfers In/Out		-
<b>Available Fund Balance</b>		<b>\$</b>	<b>1,985,613</b>

**CAD-to-CAD Project Special Revenue Fund (5019)**

Unaudited Fund Balance 7/1/24		\$	303,620
Revenue	333,214		
Expenditures	(205,949)		
	Net		127,265
	Net Transfers In/Out		-
<b>Available Fund Balance</b>		<b>\$</b>	<b>430,885</b>

**Emergency Medical Service Division Enterprise Fund (5020)**

Unaudited Fund Balance 7/1/24		\$	2,170,934
Revenue	1,383,729		
Expenditures	(2,536,360)		
	Net		(1,152,631)
	Net Transfers In/Out		-
<b>Available Fund Balance</b>		<b>\$</b>	<b>1,018,303</b>



### Call Summary

**CONFIRE/Comm Center**

1743 W Miro Way  
Rialto, CA 92376      County: San Bernardino

Year: 2024

**From:** 1/1/2025

**To:** 3/31/2025

**Period Group:** Month

**Call Type:** All

**Abandoned Filters:** Include Abandoned

**CONFIRE**

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-25	22264	78	22342	0.35%	12590	412	13002	15762	4942	149	20853	56197	128.9
Feb-25	14711	61	14772	0.41%	9400	269	9669	11718	3810	89	15617	40058	124.2
Mar-25	16161	262	16423	1.60%	14489	3176	17665	14220	4188	89	18497	52585	126.9
<b>2025 Totals</b>	55585	403	55988	0.72%	37912	3910	41822	43528	13543	344	57415	155225	126.8
<b>2024 Totals</b>	52132	116	52248	0.22%	34277	1107	35384	43864	16497	288	60649	148281	124.3



## PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2025- 3/31/2025

Agency Fire

Affiliation

From: 1/1/2025

To: 3/31/2025

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

Call Hour	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2025 Total	20,144	810	435	595	164	84	10	22,342
% answer time ≤ 10 seconds	90.16%	3.63%	1.95%	3.11%	0.73%	0.38%	0.04%	100.00%
% answer time ≤ 15 seconds	93.79%							
% answer time ≤ 40 seconds	98.85%							
February 2025 Total	16,326	384	167	262	65	18	1	17,223
% answer time ≤ 10 seconds	94.79%	2.23%	0.97%	1.52%	0.38%	0.10%	0.01%	100.00%
% answer time ≤ 15 seconds	97.02%							
% answer time ≤ 40 seconds	99.51%							
March 2025 Total	15,783	314	118	168	33	7	0	16,423
% answer time ≤ 10 seconds	96.10%	1.91%	0.72%	1.02%	0.20%	0.04%	0.00%	100.00%
% answer time ≤ 15 seconds	98.01%							
% answer time ≤ 40 seconds	99.76%							
Year to Date 2025 Total	52,253	1,508	720	1,125	262	109	11	55,988
% answer time ≤ 10 seconds	93.33%	2.69%	1.29%	2.01%	0.47%	0.19%	0.02%	100.00%
% answer time ≤ 15 seconds	96.02%							
% answer time ≤ 40 seconds	99.32%							
Year to Date 2024 Total	49,448	1,156	529	818	202	90	5	52,248
% answer time ≤ 10 seconds	94.64%	2.21%	1.01%	1.57%	0.39%	0.17%	0.01%	100.00%
% answer time ≤ 15 seconds	96.85%							
% answer time ≤ 40 seconds	99.43%							

# CONFIRE Billable Incidents

Period: 01/01/2025 thru 03/31/2025

Jurisdiction	# of Incidents	% of Total
San Bernardino County	34,353	53.33%
VictorvilleFD	6,241	9.69%
RanchoCucamonga	4,886	7.59%
ChinoValleyFD	3,521	5.47%
AppleValley	3,283	5.10%
Rialto	2,946	4.57%
Redlands	2,796	4.34%
Colton	1,965	3.05%
MontclairFD	1,272	1.97%
Loma Linda	1,211	1.88%
Big Bear Fire	1,070	1.66%
San Manuel FD	583	0.91%
Running Springs	159	0.25%
Baker Ambulance	122	0.19%
Confire EMS	3	0.00%
<b>Total</b>	<b>64,411</b>	<b>100%</b>
BDC Division	# of Incidents	% of Total
East Valley	11,961	34.82%
Fontana	5,493	15.99%
Valley	4,729	13.77%
Hesperia	3,344	9.73%
North Desert	3,112	9.06%
South Desert	3,077	8.96%
Adelanto	1,390	4.05%
Mountain	1,247	3.63%
<b>Total</b>	<b>34,353</b>	<b>100%</b>



# **CONFIRE 911 Call Processing Time Analysis**

## **March 2025**



# March 2025

## Contents

Call Answering Time from Primary PSAP .....	2
Emergency Call Processing.....	3
<i>EMS Call Processing</i> .....	3
Fire/Rescue Related Calls.....	6

## Figures

Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.....	2
Figure 2: CONFIE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System.....	3
Figure 3: EMS Call Pickup to First Unit Assigned. Includes all Emergency Call Types, and Calls With and Without Determinant Codes.....	4
Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes. ....	4
Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.....	5
Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.....	5
Figure 7: Fire/Rescue Call Pickup to First Unit Assigned.....	6
Figure 8: Fire/Rescue Call Pickup to Queue. ....	6
Figure 9: Fire/Rescue Queue to First Unit Assigned.....	7

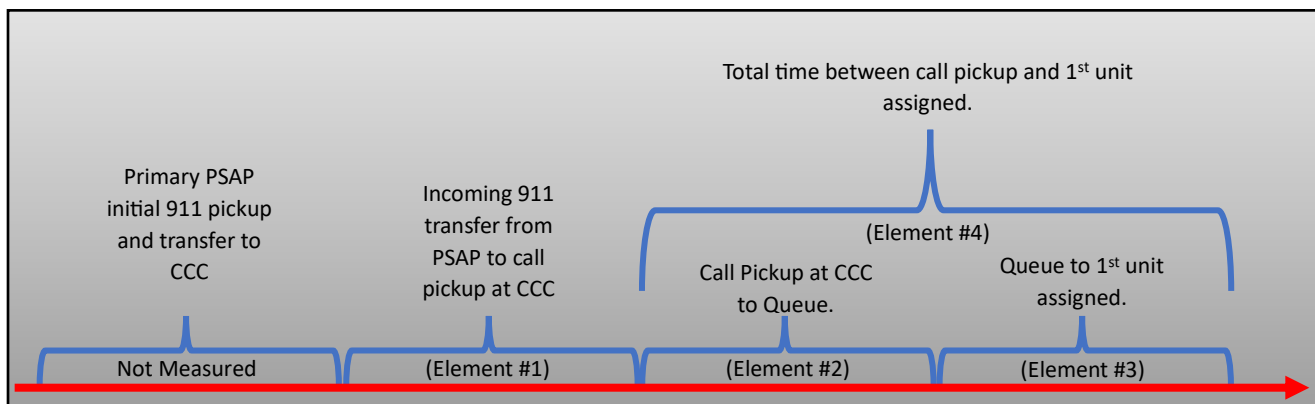
## CONFIRE Emergency Call Processing Times.

March 2025

The following analysis covers four key elements of call processing times by CONFIRE Communications Center (CCC):

1. The time interval between the alert of an incoming 911 call from a primary PSAP and when the call is answered by a CCC dispatcher.
2. The time interval between when an emergency 911 call is answered by a CCC dispatcher to the time where it is entered into queue.
3. The time interval between when an emergency 911 call is entered into queue to the time when the first responding unit is alerted and assigned to call.
4. The total time interval between when an emergency 911 call is answered by a CCC dispatcher to the time when the first responding unit is alerted and assigned to the call.

*Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.*

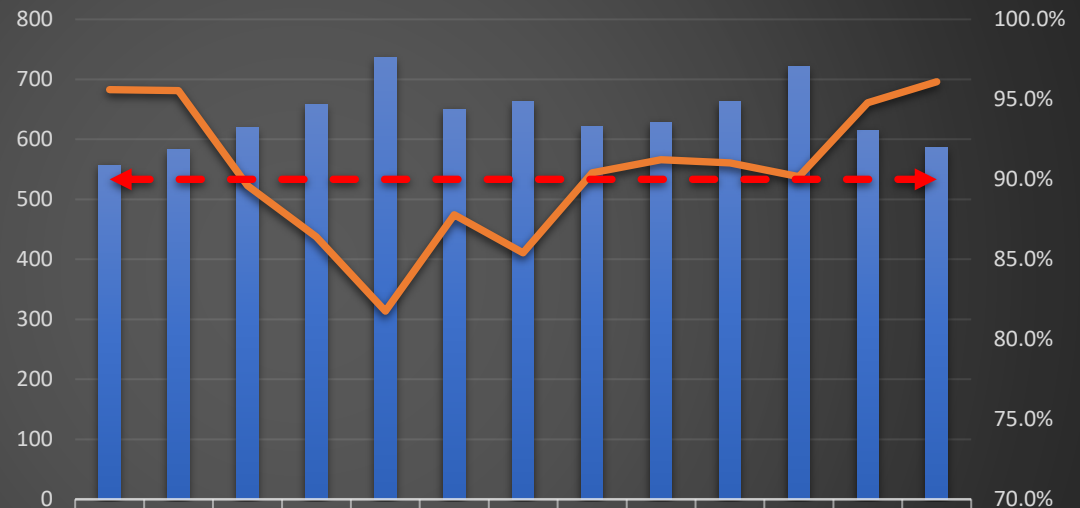


### Call Answering Time from Primary PSAP

CONFIRE receives 911 calls from multiple law enforcement agencies' primary Public Safety Answering Points (PSAPs). As a secondary PSAP, CONFIRE has set a goal of answering incoming 911 calls from primary PSAPs in 10 seconds or less on 90% of the calls. Because the incoming 911 calls are not recorded in CONFIRE's CAD until after the call pickup time, the interval from first ring to call pickup must be measured from another source. CONFIRE uses a reporting software called Emergency Call Tracking System (ECaTS) to capture this data and uses it to measure performance benchmarks and quality control. This data was used to illustrate the call volumes and 911 answering times shown in Figure 2.

Figure 2: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System.

### CONFIRE Incoming 911 Call Volume and Pickup Times March 2024 to March 2025 (10 sec. or less answer time)



<span style="color: blue;">■</span> Average Calls per 24-hr Period	Mar-24	557	Apr-24	582	May-24	619	Jun-24	658	Jul-24	737	Aug-24	650	Sep-24	662	Oct-24	621	Nov-24	628	Dec-24	663	Jan-25	721	Feb-2025	615	Mar-25	587
<span style="color: orange;">—</span> % of Calls Picked up in Target Time (10 sec. or less)	Mar-24	95.6%	Apr-24	95.5%	May-24	89.6%	Jun-24	86.4%	Jul-24	81.8%	Aug-24	87.8%	Sep-24	85.4%	Oct-24	90.4%	Nov-24	91.2%	Dec-24	91.0%	Jan-25	90.2%	Feb-2025	94.8%	Mar-25	96.1%
<span style="color: red;">↔</span> 90% Target	Mar-24		Apr-24		May-24		Jun-24		Jul-24		Aug-24		Sep-24		Oct-24		Nov-24		Dec-24		Jan-25		Feb-2025		Mar-25	

#### Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE's CAD server. The following table illustrates multiple elements of the call processing continuum in terms of call volume and call processing times for various call types. For the purposes of this analysis, only calls that meet the definition of "emergency" per NFPA 1221 and CONFIRE Administrative Chiefs' directive are included in the calculations. Because of the nuances of both Fire and EMS related call types, the following sections analyze the call processing elements separately.

#### EMS Call Processing

EMS Calls include all CAD problem codes that reference a medical emergency, trauma, or traffic collisions.

Figure 3: EMS Call Pickup to First Unit Assigned. Includes all Emergency Call Types, and Calls With and Without Determinant Codes.

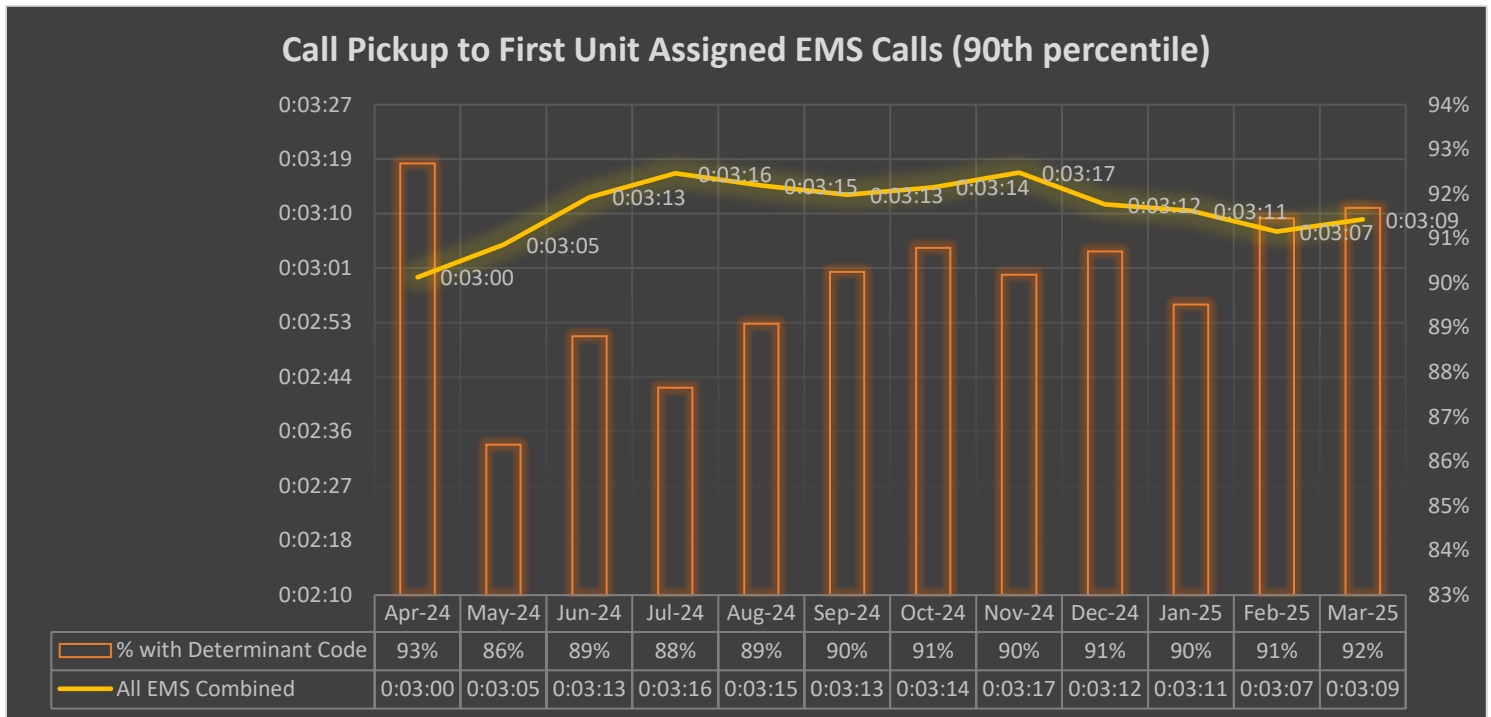


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

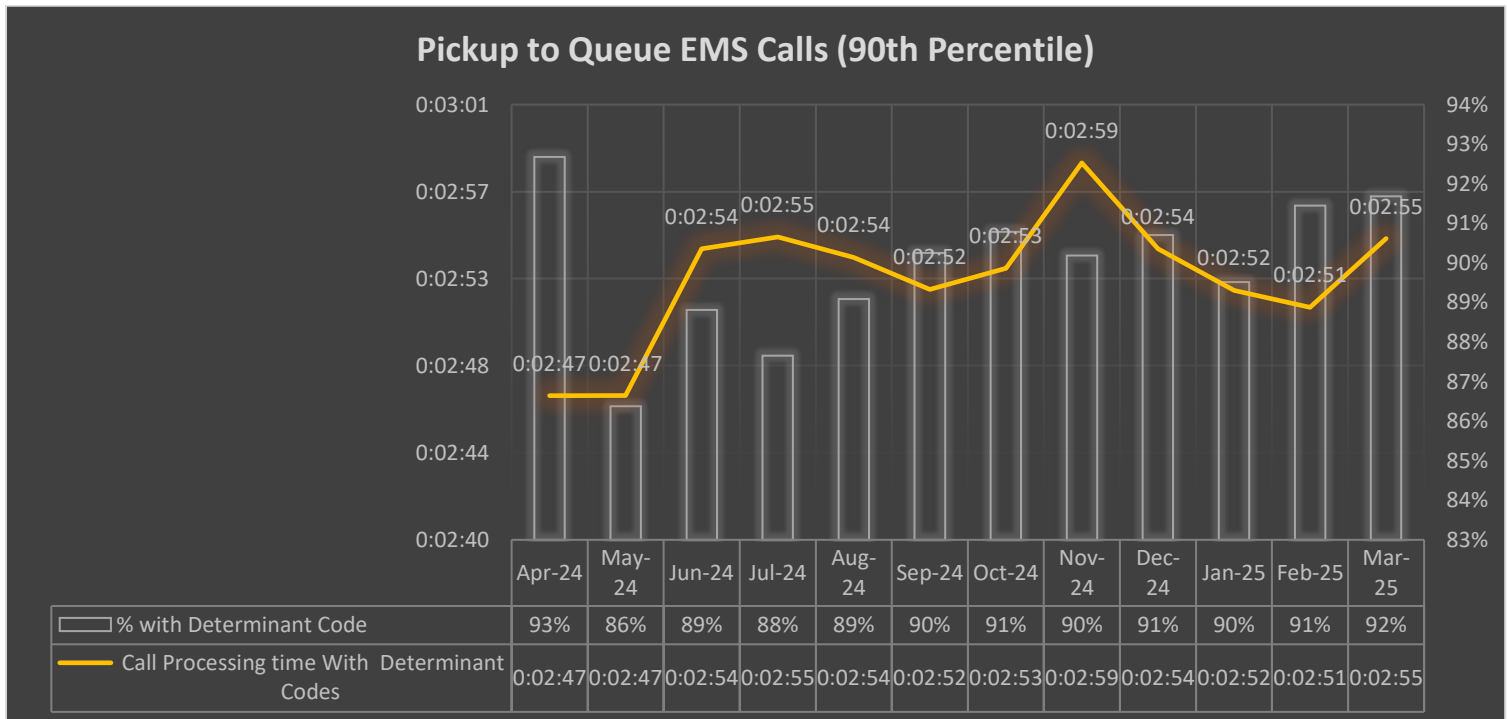


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

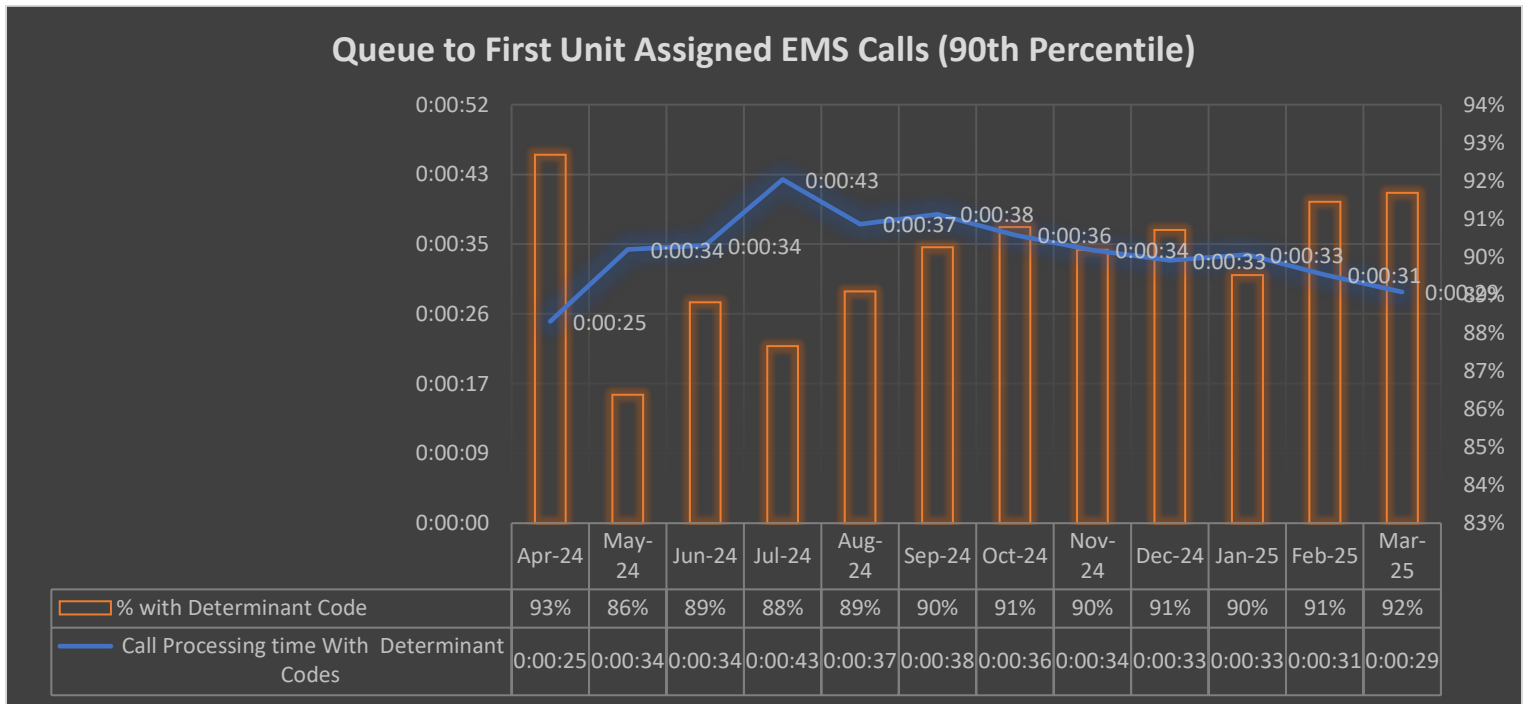
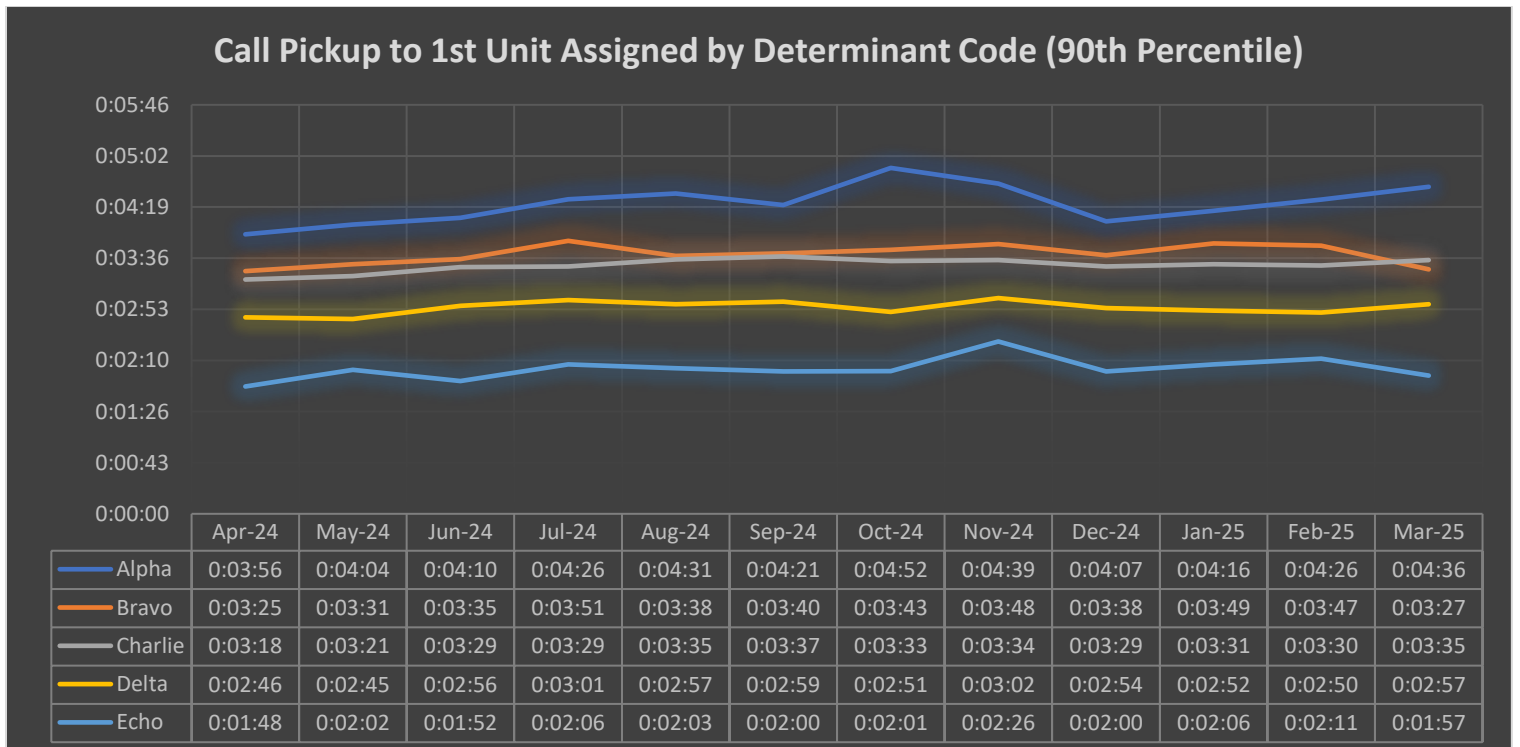


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



## Fire/Rescue Related Calls

Fire/Rescue related calls include all CAD problem codes that reference specific fire types as well as technical rescue and Haz-mat calls.

Figure 7: Fire/Rescue Call Pickup to First Unit Assigned.

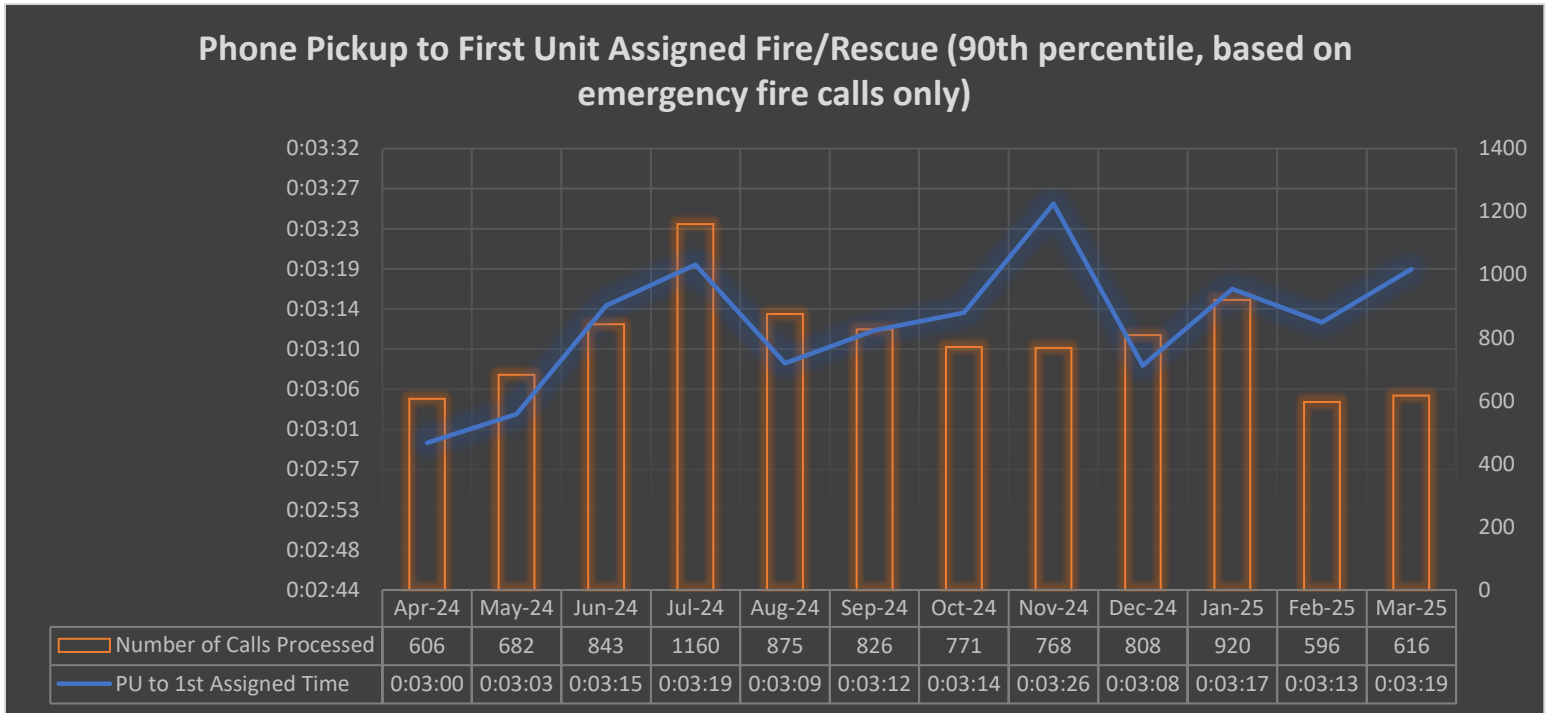


Figure 8: Fire/Rescue Call Pickup to Queue.

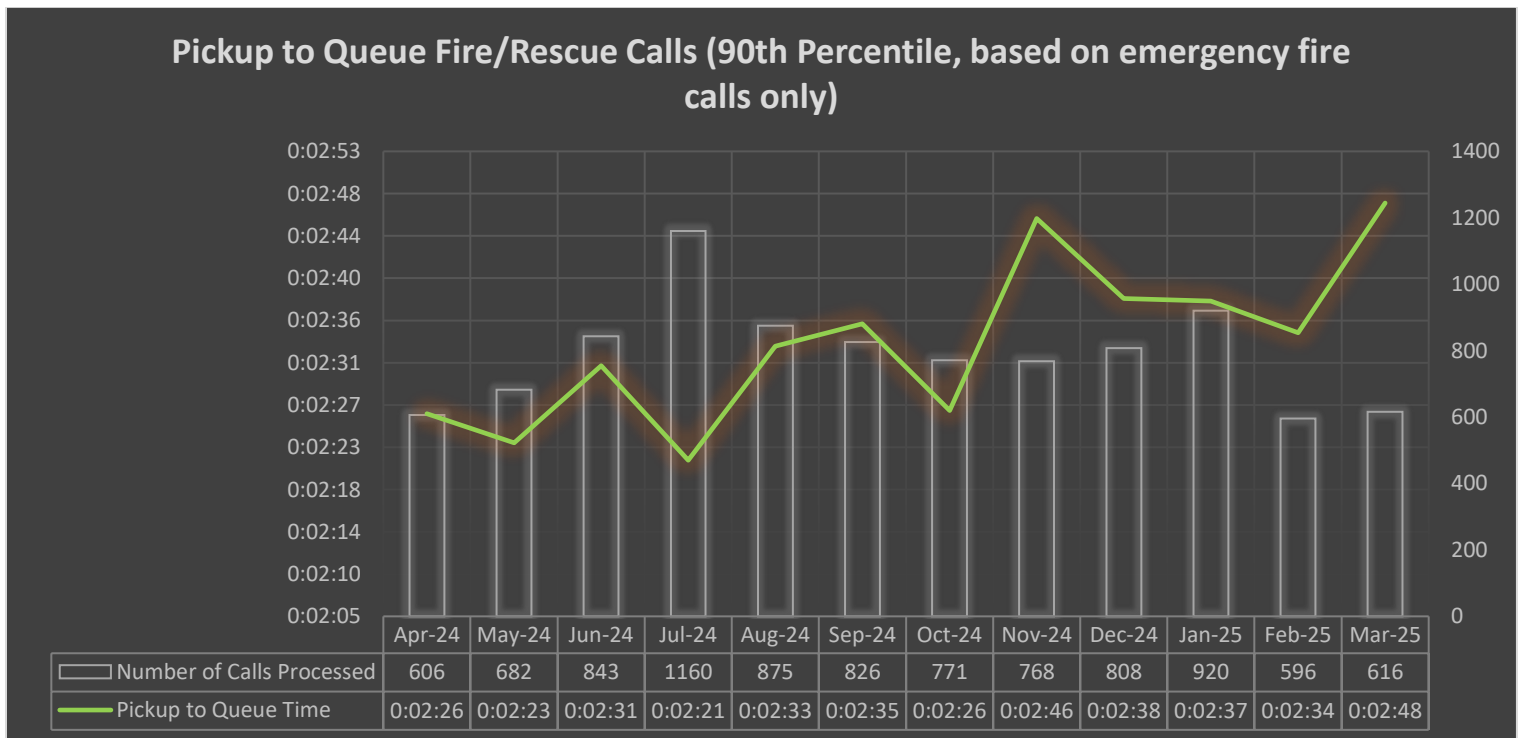
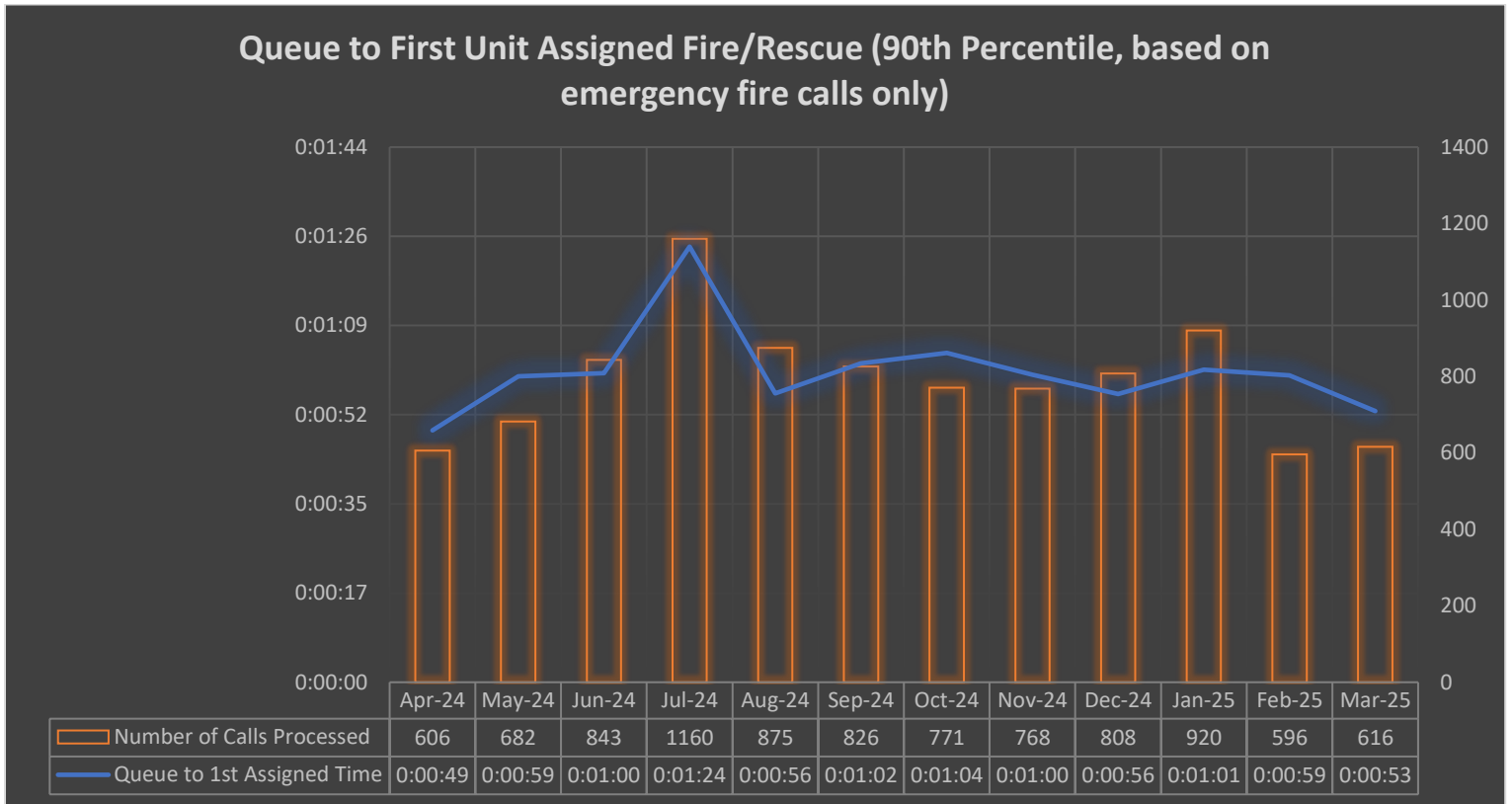


Figure 9: Fire/Rescue Queue to First Unit Assigned.





# CONFIRE ECNS Analysis

## March 2025



## Index

### List of Tables

Table 1: EMS 911 calls for service and EMD completion for March 2025 .....	2
Table 2:ECNS eligible calls and status of transfers to Emergency Communication Nurse (ECN) for March 2025. ....	2
Table 3:Transport/treatment status of ECNS calls March 2025. ....	3
Table 4:Unit responses and ambulance transport rates to ECNS calls that were returned for first responders for March 2025 (by call type). Top 20 Call Types. ....	4
Table 5: Recommended Point of Care Disposition for patients completing ECNS process for March 2025*. ....	5
Table 6: Dispatcher response as to why eligible calls were not transferred to ECNS. ....	10

### List of Figures

Figure 1: Percentage of ECNS eligible Calls that are transferred to ECN and entered into Low Code system by date. ....	6
Figure 2:Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.....	7
Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system. ....	8
Figure 4: Number of eligible ECNS calls and rates of transfer from March 2024 through March 2025. ....	9

## CONFIRE Dispatch Processing of EMS Calls and Disposition of ECNS Eligible Calls

March 2025

The following is an analysis of various ECNS call processing components and disposition of callers participating in the ECNS process. The analysis looks at various components in the call processing continuum including determination of ECNS eligibility, proper transfer and capture in the LowCode ECNS processing software, and final disposition of pre-hospital care. Data for this analysis was extracted from CONFIREs CAD SQL database, the LowCode database, and ImageTrend medical records.

*Table 1: EMS 911 calls for service and EMD completion for March 2025*

<b>Total Emergency EMS Calls</b>	17,135
<b>Total EMS Calls with Obtainable Determinant Code</b>	12,561
<b>Total EMS Calls with Determinant Code</b>	11,319
<b>% of EMD Obtainable EMS Calls with Determinant Code</b>	90.1%

*Table 2: ECNS eligible calls and status of transfers to Emergency Communication Nurse (ECN) for March 2025.*

<b>Total Calls Eligible for Low Code:</b>	1,505
<b>% of EMS calls with Determinant Code Eligible for ECNS</b>	13%
<b>Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)</b>	536
<b>% of Eligible EMS Calls Transferred to ECNS</b>	35.6%
<b>% of Total EMS Calls Transferred to ECNS</b>	3.1%

Table 3: Transport/treatment status of ECNS calls March 2025.

<b>Incoming Calls to Emergency Communications Nurse (ECN) Nurse</b>		
	Total ECNS Transfers	592
	Transferred via CAD Service (did not connect with ECN)	32
	Calls Aborted (Hangups, disconnects)	119
	Total Calls received and completed by ECN	441
<b>Calls Returned for Emergency Transport</b>		
	Triage nurse returned call for Emergency Transport	85
	Number of returned calls for emergency resulting in actual transport	73
	% of returned calls for emergency resulting in transport	86%
<b>Non-emergency with no Alternative Transport</b>		
	Patient had no alternative means of transport (Transport Unit Sent)	237
	Number of non-emergency ambulance responses that resulted in actual transport.	201
	% of non-emergency ambulance responses that resulted in actual transport.	85%
<b>Total calls to reach ECN that resulted in an ambulance response</b>		322
	% of total calls to reach ECN that resulted in ambulance response	73.0%

<sup>1</sup> A CAD Service transfer occurs when CAD recognizes that the call is eligible for ECNS and automatically (and often without dispatcher knowledge) moves the call to LowCode electronically, but the dispatcher is not actually moving the call forward via telephone line to live ECN. There may be a number of reasons why this occurs, but for tracking purposes, it is not counted as an actual ECNS transfer. The call is actually being handled like a standard dispatched call with no time delays.

Table 4: Unit responses and ambulance transport rates to ECNS calls that were returned for first responders for March 2025 (by call type). Top 20 Call Types.

Call Type	Total Calls in LowCode	Total LowCode calls referred back for a Response for medical reasons	% of Calls referred back for a response for medical reasons	Calls referred back for a response for medical reasons that transported.	% of Calls referred back for a response for medical reasons that transported.
SICK-A8	50	9	10%	7	78%
SICK-O1	37	6	7%	6	100%
FALL-A2	31	7	8%	7	100%
SICK-A2	28	6	7%	3	50%
BACK-A1	28	7	8%	3	43%
SOB - Shortness of Breath	27	5	6%	5	100%
FALL-A3	27	6	7%	4	67%
SICK-A3	27	0	0%	0	
ABD-A1	20	5	6%	4	80%
SICK-A11	17	1	1%	1	100%
TRAUMA-A2	17	0	0%	0	
DIA-O1	16	3	3%	3	100%
SICK-A4	15	3	3%	2	67%
TRAUMA-A3	13	4	5%	4	100%
HL-A1	13	1	1%	1	100%
PSY-O1	12	2	2%	1	50%
FALL-A1	10	0	0%	0	
CHOKO-O1	10	1	1%	0	0%
SICK-O28	9	0	0%	0	
FALL-O1	8	1	1%	1	100%

Table 5: Recommended Point of Care Disposition for patients completing ECNS process for March 2025\*.

Disposition of Care Text		
Seek Emergency Care as Soon as Possible	221	56.4%
Emergency Response	85	21.7%
Seek Face to Face Care within 1-4 Hours	65	16.6%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	11	2.8%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	6	1.5%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	2	0.5%
Schedule a Routine Appointment with a Doctor/Health Care Professional	1	0.3%
Social Services	1	0.3%

*\*This represents recommended care given by the ECN. The ECNS program does not have a mechanism to follow up on whether callers follow through with the recommendations. Also, the numbers in this table includes callers who were provided a recommendation that did not require ambulance transport, but received that transport anyway due to lack of alternative transportation (see table 3 for detail).*

Figure 1: Percentage of ECNS eligible Calls that are transferred to ECN and entered into Low Code system by date.

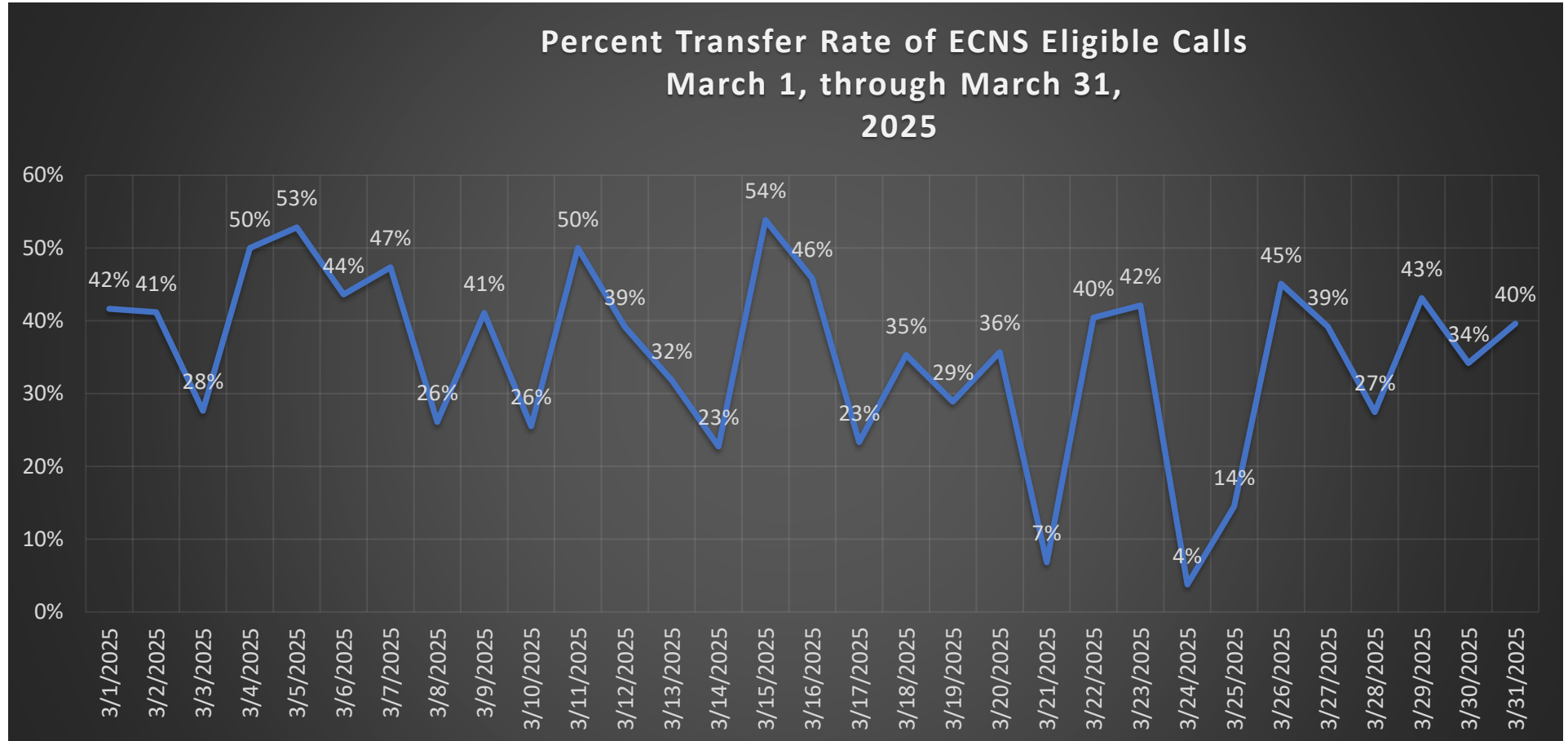


Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

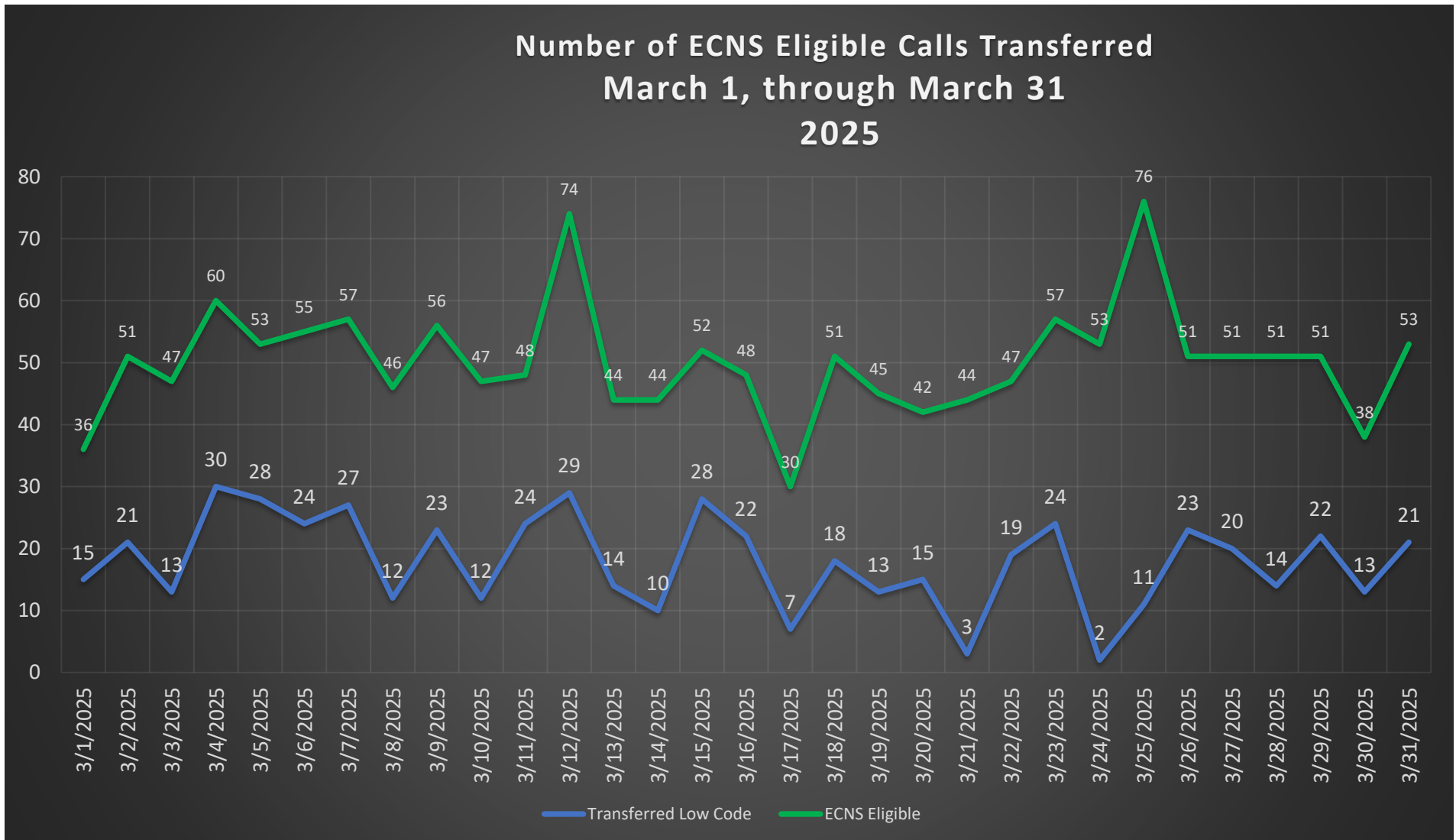




Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

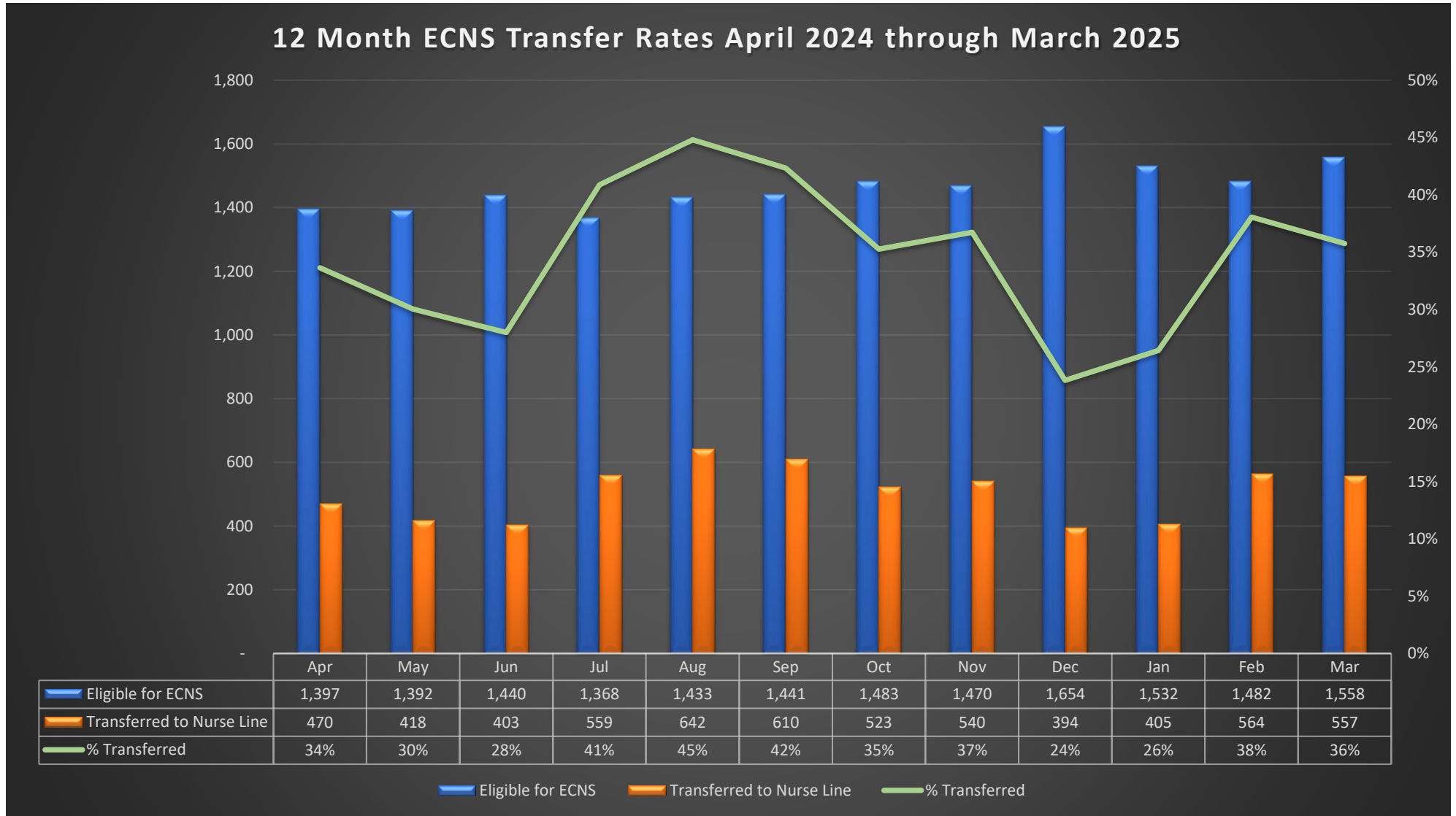
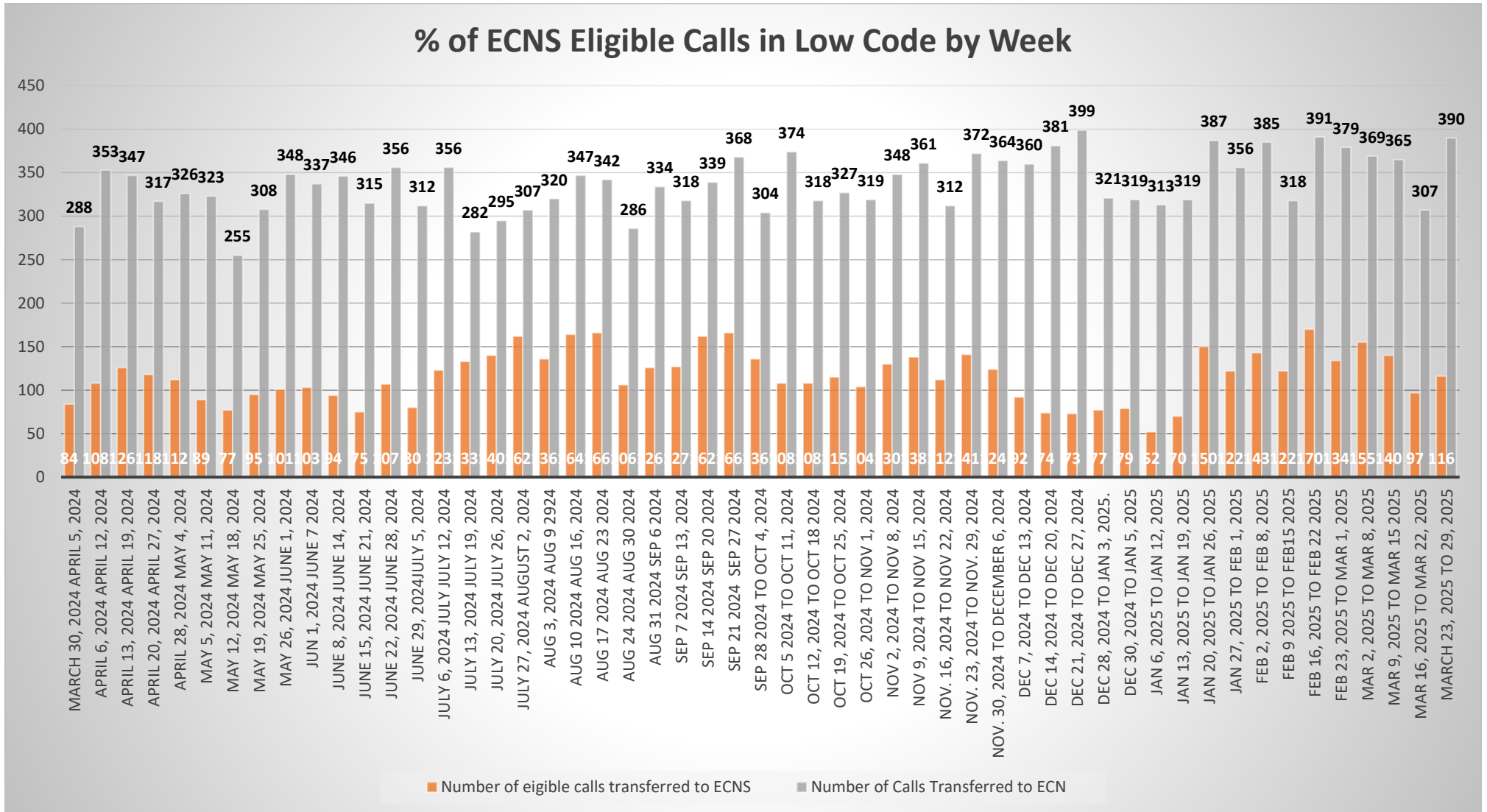


Figure 4: Number of eligible ECNS calls and rates of transfer from April 2024 through March 2025.



## Reasons why ECNS Eligible Calls were not Transferred to the ECNS Nurse Line

March 2025

CONFIRE's CAD is programmed to prompt the dispatcher each time a call is determined to be eligible for transfer to the ECNS system. Eligibility is based on the established determinant code for the call. The dispatcher has the option of bypassing ECNS and sending a standard response for the call but must provide a reason for doing so from a pre-defined list. Below is a summary of reasons calls were not transferred.

These determinations are based on the information that the dispatcher has available and how they interpret the information, so there is a level of subjectivity. Furthermore, because it is a pre-defined list, the categories may not cover the specific situation of each call. Therefore, the dispatcher needs to make a judgement call as to the closest matching category, not necessarily the exact situation.

*Table 6: Dispatcher response as to why eligible calls were not transferred to ECNS.*

<b>Disposition Text from CAD</b>	<b>Number of Calls</b>	<b>% of Total Eligible Calls Not Sent to LowCode</b>
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff at CONFIRE and REMSA or hold music on transfer (Sup Approval)	797	84.1%
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staffing or hold music on transfer	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: INABILITY TO INTERROGATE PT= Inability to talk, belligerent, RP not at same location	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	28	3.0%
*Call Taker decided to not send incident to LowCode, with reason: PT COMPLETE IMMOBILITY= Cannot move, bedridden or on the ground unable to get up	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: PT IN PUBLIC PLACE= PT is in an area where large crowds are gathering (i.e. sports complex)	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: QUICK LAUNCH= CPR, UNC, CP, SOB, CVA	90	9.5%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	11	1.2%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= PT is a minor at school or NO adult on scene	11	1.2%

*Call Taker decided to not send incident to LowCode, with reason: TEST/REOPENED CALL= Test or reopened call	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= Staff requesting 911 or PT directed by medical facility to call 911	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= RP is a child caller <16 or RP is a minor calling for minor PT	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: PUBLIC SERVICE= A public service has been dispatched	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	11	1.2%

# Public Hearing – CONFIRE

## Assembly Bill 2561 Compliance Report

### April 22, 2025

PRESENTED BY: DAMIAN PARSONS

# Agenda

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- Introduction & Background
- Position Vacancy Status
- Recruitment Efforts
- Retention Strategies
- Hiring Process Obstacles
- Q&A

# About AB 2561

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- Enacted to improve transparency in public agency hiring
- Require annual public hearing on:
  - Staffing levels and vacancies
  - Recruitment and retention efforts
  - Barriers to hiring qualified personnel

# CONFIRE Overview

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CONFIRE (Consolidated Fire Agencies)



Provides dispatch services, mutual aid coordination, and support for fire agencies in San Bernardino County



Staffed by technical specialist, dispatchers, finance and administration personnel



# Position Vacancy Status (5008)

Position	Authorized	Filled	Vacant	Vacancy Rate
Call Taker	14	10	4	28.57%
Communications Manager	3	0	1	33.33%
MIS Director	1	0	1	100%
BG Public Service Employee	4	3	1	25%
Information System Analyst 3	3	2	1	33.33%
Fiscal Specialist	2	1	1	50%
Administrative Secretary I	1	0	1	100%

# Position Vacancy Status (5010)

Position	Authorized	Filled	Vacant	Vacancy Rate
Cont Emergency Communications Nurse Per Diem	4	2	2	50%
Cont Emergency Communications Nurse	12	4	8	66.66%
Emergency Communications Nurse Manager	1	0	1	100%
Emergency Communications Nurse	4	0	4	100%

# Position Vacancy Status (5020)

Position	Authorized	Filled	Vacant	Vacancy Rate
Dispatcher	4	0	4	100%
Finance Manager	1	0	1	100%
Executive Assistant	1	0	1	100%
Executive Director	1	0	1	100%
Deputy Exec. Director	1	0	1	100%
Buyer	1	0	1	100%
Executive Assistant	1	0	1	100%
Supervising Dispatcher	1	0	1	100%

# Vacancy Threshold Within Bargaining Units

When vacancies in a bargaining unit exceed 20% of authorized full-time positions, the following data highlights units above this threshold.

Position	Bargaining Unit	Total Vacancies	Total Applicants	Avg time to hire
Call Taker	ESU	4	833	35+ days
Dispatcher	ESU	8	121	35+ days
Communications Manager	Teamsters	1	22	35+ days
Emergency Communications Nurse	NRP	4	26	35+ days
Emergency Communications Nurse Manager	NRP	1	9	35+ days
MIS Director	Special Districts / Fire District Exempt	1	30	35+ days

On average, it takes over 35 days to complete the hiring process—from recruitment (14 days), salary determination, and conditional job offers to background checks, drug testing, and final job offer and onboarding.

# Recruitment Efforts

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- Bringing recruitment efforts in-house
- Expanded outreach to local colleges and training programs
- Use of additional recruitment websites
  - Indeed
  - ZipRecruiter
  - LinkedIn
- Obtained our own Department of Justice account to process background checks
- Adding SmartHire to screen/test new applicants
- Continuous posting for high-turnover rolls

# Retention Strategies

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- Competitive pay and benefits
- Career pathway development (Call Taker → Dispatcher → Supervising Dispatcher → Emergency Communications Manager)
- Shift flexibility
- Staff recognition

# Hiring Process Obstacles

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- Lengthy background check and clearance process
- Limited applicant pool
- Job postings on CONFIREs NeoGov site generating significant candidate pools
- High stress/workload nature of dispatch role
- Competition with other agencies offering higher starting pay

# Solutions and Future Plans

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Working to shorten hiring timelines



Increased investment in internal training



Reviewing job requirements to expand eligibility



Ongoing assessment and adjustment of recruitment strategies



# Questions and Comments

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- Public Comment Session
  - Please submit general written comments to the Clerk of the Board, Liz Berry, at [Lberry@confire.org](mailto:Lberry@confire.org).
  - For inquiries related to hiring or open positions, please contact HR Generalist, Nicole Lemez, at [Nlemez@confire.org](mailto:Nlemez@confire.org).





## STAFF REPORT

**DATE:** April 22, 2025

**FROM:** Nathan Cooke, Interim Director

**BY:** Damian Parsons, Finance/Administration Director  
Erika Torres-Murilo, Staff Analyst II

**TO:** CONFIRE Administrative Committee

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**SUBJECT: Accept and Receive Funding from the San Bernardino County Inland Counties Emergency Medical Agency (ICEMA) for the Emergency Communications Nurse System**

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### **Recommendation**

Accept and receive \$850,000 from the San Bernardino County Inland Counties Emergency Medical Services Agency (ICEMA) agreement for one-time monies, to partially fund the Emergency Communications Nurse System (ECNS).

### **Background Information**

In an effort to meet the ICEMA Board of Directors (BOD) agenda deadline for the month of May, the Interim Director executed an agreement between CONFIRE and ICEMA on April 7, 2025, that provides a mechanism in which ICEMA will allocate \$850,000 of one-time monies for the CONFIRE ECNS program.

The agreement will be presented to the ICEMA BOD on May 20, 2025, for final approval and ratification.

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. The law is intended to assist, but limited to, public health and economic impacts due to the COVID-19 pandemic. The implementation of the ECNS program occurred December 21, 2020, through a contractual agreement with Regional Emergency Medical Services Agency (REMSA) to provide California licensed nurses who were Emergency Medical Dispatch (EMD) trained in LowCode to screen certain low acuity calls and direct them to appropriate treatment or transportation options.

As an accredited center for Emergency Medical Dispatch, Consolidated Fire Agencies (CONFIRE) can operate its Emergency Medical Dispatch (EMD) program to incorporate a nurse element. Utilizing nurses with CONFIRE's expanded dispatch capabilities

mitigates unnecessary ambulance transports and emergency room (ER) visits by providing immediate, professional nursing care to individuals in their homes or community settings and sometimes arrange for other modes of transportation to non-emergency medical facilities. This approach not only alleviates the strain on our emergency services but also ensures that patients receive timely and appropriate care in the most suitable environment.

The ARPA Coronavirus Local Fiscal Recovery Fund (CLFRF) has allowed CONFIRE to hire contract nurses and expand the program to provide 24-hour coverage, 7 days a week including additional staffing for peak periods of high call volume.

On February 8, 2022, the San Bernardino County Board of Supervisors and Fire Protection District entered into an agreement regarding the transfer of ARPA (CLFRF), which is being utilized by CONFIRE for ECNS expenditures. ARPA funding was anticipated to be exhausted in December 2024. CONFIRE requested additional ARPA funding from the County to secure funding for the program through December 2026 but was denied due to all ARPA funds being already earmarked for other projects.

ICEMA has subsequently agreed to provide one-time funding in the amount of \$850,000 from the Emergency Medical Services (EMS) Trust Fund, to be used for the sole purpose of funding the ECNS program for a 6-month period, while long term funding agreements are being developed and finalized with the top-5 Payors. ICEMA will provide funding via (2) installments, each in the amount of \$425,000.

To receive funding, CONFIRE is required to provide a financial sustainment plan, monthly ECNS outcome data, describing the impact of ECNS on the overall EMS system and system obstacles that have an adverse effect on ECNS.

### **Fiscal Impact**

Staff will accept and receive (2) installments of \$425,000, totaling \$850,000 that will be used for the sole purpose of funding the ECNS program for a 6-month period.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

## Inland Counties Emergency Medical Agency

Department Contract Representative	Daniel Muñoz
Telephone Number	(909) 388-5807
Contractor	Consolidated Fire Agencies
Contractor Representative	Nathan Cooke
Telephone Number	(909) 356-2375
Contract Term	Date executed by both parties – December 31, 2026
Original Contract Amount	\$850,000
Amendment Amount	
Total Contract Amount	
Cost Center	1110002689

### IT IS HEREBY AGREED AS FOLLOWS:

This CONTRACT is hereby entered into by and between INLAND COUNTIES EMERGENCY MEDICAL AGENCY (hereinafter referred to as "ICEMA") and Consolidated Fire Agencies (hereinafter referred to as "CONFIRE"), and collectively referred to as the "Parties".

**WHEREAS**, ICEMA is the Local Emergency Medical Services Agency (EMS) for San Bernardino County and, under California Health and Safety Code Division 2.5, has been delegated authority for oversight of pre-hospital emergency medical services, and;

**WHEREAS**, CONFIRE is an EMS dispatch agency which operates in San Bernardino County and receives and dispatches the majority share of the 911 emergency medical calls in the EMS system, and;

**WHEREAS**, Parties recognize and have a vested interest in the importance of allocating the appropriate resource to each 911 call to provide the best patient outcome and maintain EMS system resiliency, and;

**WHEREAS**, CONFIRE operates an Emergency Communications Nurse System (ECNS) to address non-urgent 911 calls, and;

**WHEREAS**, Parties have a vested interest in the EMS system and impact of the ECNS, and;

**WHEREAS**, ICEMA desires to provide one-time funds to CONFIRE for the purpose of supporting the ECNS, and;

**WHEREAS**, Parties understand that funding ECNS is not the responsibility of San Bernardino County or ICEMA, and;

**WHEREAS**, Parties believe the beneficiaries of ECNS include but are not limited to cities, towns, hospitals, health care systems, unincorporated areas, commercial payors, and community members, and;

**WHEREAS**, ICEMA desires to receive outcome data regarding the impact of the ECNS, and;

**WHEREAS**, ICEMA desires CONFIRE to report a plan for continued financial self-sustainment of the ECNS, and;

**NOW, THEREFORE**, in consideration of the recitals and the mutual obligations of the Parties as expressed herein, both ICEMA and CONFIRE mutually agree to the following terms and conditions:

**A. SCOPE**

**A.1** It is the intent of the Parties to establish guidelines and requirements for the disbursement and receipt of funds related to support of the ECNS.

**B. CONFIRE RESPONSIBILITIES**

**B.1** By July 31, 2025, CONFIRE shall provide ICEMA a report which includes:

- A financial sustainment plan, which outlines sustainable revenue streams to fully fund the ECNS. This plan should broadly outline revenues and expenditures from actual FY24, FY25 and projected FY26 budgets. The plan should specifically highlight one-time revenue sources and plans to fully fund the ECNS.
- Monthly ECNS outcome data, which best describes the impact of the ECNS on the overall EMS system. This should include call volume data of: total 911 calls, calls referred to the ECNS, calls successfully resolved by ECNS, and calls referred back into the 911 system. This outcome data should clearly outline the volume of calls the ECNS receives as compared to total 911 medical calls of the system and the resolution rate of such calls. Monthly data from July 1, 2024 through June 30, 2025 should be included in the report and continue to be provided for the previous month's data each month thereafter.
- System obstacles which have adverse effects on the effectiveness of the ECNS, specifically non-ambulance transportation solutions of patients requiring medical care from calls resolved via the ECNS. Solutions to resolve these obstacles should be included in the report.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

CONFIRE agrees any alterations, variations, modifications, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the person(s) authorized to do so on behalf of CONFIRE and ICEMA.

**C.3 Contract Assignability**

Without the prior written consent of the ICEMA, the CONTRACT is not assignable by CONFIRE either in whole or in part.

**C.4 Reserved****C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Reserved.****C.7 Change of Address**

CONFIRE shall notify ICEMA in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This CONTRACT shall be governed by and construed according to the laws of the State of California.

**C. 9 Reserved.****C.10 Confidentiality**

The Parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this CONTRACT or that become effective during the term of this CONTRACT, including, but not limited to, facility and professional licensing, and or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

**C.11 Primary Point of Contact**

CONFIRE will designate an individual to serve as the primary point of contact for the CONTRACT. CONFIRE or designee must respond to ICEMA inquiries within two (2) business days. CONFIRE shall not change the primary contact without written acknowledgment to the ICEMA. CONFIRE will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 ICEMA Representative**

The EMS Administrator or his/her designee shall represent the ICEMA in all matters pertaining to the services to be rendered under this CONTRACT, including termination and assignment of this CONTRACT, and shall be the final authority in all matters pertaining to the Services/Scope of Work by CONFIRE. If this CONTRACT was initially approved by the ICEMA Board of Directors, then the Board of Directors must approve all amendments to this CONTRACT.

**C.13 Reserved.****C. 14 Debarment and Suspension**

CONFIRE certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). CONFIRE further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Reserved.****C.16 Duration of Terms**

This CONTRACT, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this CONTRACT.

**C.17 Employment Discrimination**

During the term of the CONTRACT, CONFIRE shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONFIRE shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and ICEMA laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- C.18** ICEMA requires CONFIRE to use recycled paper for any printed or photocopied material created as a result of this Contract. CONFIRE is also required to use both sides of paper sheets for reports submitted to the ICEMA whenever practicable.

**C.19 Improper Influence**

CONFIRE shall make all reasonable efforts to ensure that no ICEMA officer or employee, whose position in the ICEMA enables him/her to influence any award of the CONTRACT or any competing offer, shall have any direct or indirect financial interest resulting from the award of the CONTRACT or shall have any relationship to CONFIRE or officer or employee of CONFIRE.

**C.20 Improper Consideration**

CONFIRE shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the ICEMA in an attempt to secure favorable treatment regarding this Contract.

ICEMA, by written notice, may immediately terminate this CONTRACT if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a CONTRACT has been awarded.

CONFIRE shall immediately report any attempt by a ICEMA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONFIRE. The report shall be made to the supervisor or manager charged with supervision of the employee or the ICEMA Administrative Office. In the event of a termination under this provision, the ICEMA is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the either Party breaches this CONTRACT, or in the event of any other dispute, claim, question or disagreement arising from or relating to this CONTRACT, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the CONTRACT shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this CONTRACT are specifically made severable. If a provision of the CONTRACT is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

CONFIRE shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, ICEMA, and municipal laws, ordinances, rules and regulations. The CONFIRE shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. CONFIRE will notify ICEMA immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, ICEMA determines that CONFIRE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this CONTRACT may be immediately terminated. If this CONTRACT is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this CONTRACT mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.26 Reserved.****C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Reserved.****C.29 Reserved.****C.30 Reserved.****C.31 Records**

CONFIRE shall maintain all records and books pertaining to the ECNS under this CONTRACT and demonstrate accountability for CONTRACT performance. All records shall be complete and current and comply with all CONTRACT requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the CONFIRE's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this CONTRACT shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this CONTRACT shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.



**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the CONTRACT or CONFIRE's relationship with ICEMA may be made or used without prior written approval of the ICEMA.

**C.34 Representation of the County**

In the performance of this CONTRACT, CONFIRE, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this CONTRACT by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this CONTRACT thereafter.

**C.36 Subcontracting**

CONFIRE agrees not to enter into any subcontracting agreements for work contemplated under the CONTRACT without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as CONFIRE. CONFIRE shall be fully responsible for the performance and payments of any subcontractor's contract.

**C. 37 Reserved****C.38 Termination for Convenience**

The ICEMA reserves the right to terminate the CONTRACT, for its convenience, with or without cause, with a ninety (90) day written notice of termination. Such termination may include all or part of the funding described herein in Section(s) E and F of this CONTRACT.

**C.39 Time of the Essence**

Time is of the essence in performance of this CONTRACT and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this CONTRACT was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this CONTRACT will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this CONTRACT is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

CONFIRE shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CONFIRE shall make a reasonable effort to prevent employees, CONFIRE, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA, and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit the employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former ICEMA Administrative Officials**

CONFIRE agrees to provide, or has already provided information on former ICEMA administrative officials (as defined below) who are employed by or represent CONFIRE. The information provided includes a list of former ICEMA administrative officials who terminated ICEMA employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONFIRE. For purposes of this provision, "ICEMA administrative official" is defined as a member of the Board of Supervisors or such officer's staff, ICEMA Executive Officer or member of such officer's staff, ICEMA department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The ICEMA reserves the right to request the information described herein from CONFIRE. Failure to provide the information may result in a termination of the Contract. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. CONFIRE also may be requested to provide information to clarify initial responses. Negative information discovered may result in CONTRACT termination.

CONFIRE is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, CONFIRE will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, CONFIRE is required to disclose whether the firm or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, CONFIRE will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" include any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.44 Reserved.****C.45 Reserved.****C.46 Reserved.****C.47 Successors And Assigns**

This CONTRACT shall be binding upon ICEMA and CONFIRE and their respective successors and assigns. Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by CONFIRE without the prior written consent and approval of ICEMA.

**C.48 California Consumer Privacy Act**

To the extent applicable, if CONFIRE is a business that collects the personal information of a consumer(s) in performing services pursuant to this Contract, CONFIRE must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.).

For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. CONFIRE must contact the ICEMA immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of ICEMA, including but not limited to, providing a list of disclosures or deleting personal information. CONFIRE must not sell, market or otherwise disclose personal information of a consumer provided by ICEMA unless specifically authorized pursuant to terms of this Contract. CONFIRE must immediately provide to ICEMA any notice provided by a consumer to CONFIRE pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. CONFIRE must immediately notify ICEMA if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**C. 49 Executive Order N-6-22 Russia Sanctions**

\*Applicable only to contracts that are state funded\*On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that CONFIRE is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. CONFIRE shall be provided advance written notice of such termination, allowing CONFIRE at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of ICEMA.

**C.50 Reserved.**

**D. TERM OF CONTRACT**

The term of the CONTRACT shall commence when executed by the Parties and continue in effect until December 31, 2026. Notwithstanding the foregoing, either party may terminate this CONTRACT, at any time, upon ninety (90) days written notice to the other Party.

In the event that CONFIRE is temporarily unable to meet the terms of this CONTRACT, CONFIRE shall promptly notify ICEMA. In the event that ICEMA is unable to meet the terms of this CONTRACT, ICEMA's EMS Administrator shall promptly notify CONFIRE.

**E. ICEMA RESPONSIBILITIES**

**E.1** Compensate CONFIRE per the provision outlined in Section F, Fiscal Provisions.

**E.2** ICEMA shall develop and maintain professional relationships and open communication lines with CONFIRE.

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under this CONTRACT shall not exceed \$850,000.00. The consideration to be paid to CONFIRE, as provided herein.

**F.2** Payments to CONFIRE shall be made in two installments of \$425,000 each. The first installment will be made within sixty (60) days after CONFIRE satisfies the reporting deliverables of this CONTRACT, outlined in Section B. The second installment will be made by February 1, 2026, if CONFIRE has satisfied the reporting deliverable required for the first installment and each month thereafter through January 1, 2026. The second installment is contingent upon the ICEMA EMS

Administrator's, or designee's, approval of CONFIRE's report as it relates to the sustainability and effectiveness of the ECNS..

- F.3** Funds made available under this CONTRACT shall not supplant any federal, state or any governmental funds intended for services of the same nature as this CONTRACT. CONFIRE shall not claim reimbursement or accept payment from ICEMA for, or apply sums received from ICEMA with respect to, that portion of its obligations which have been paid by another source of revenue. CONFIRE agrees that it will not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of ICEMA.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

The CONFIRE agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless ICEMA and/or the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this CONTRACT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by ICEMA and/or the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The CONFIRE indemnification obligation applies to the ICEMA's "active" as well as "passive" negligence but does not apply to the ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**G.2 Insurance**

ICEMA and CONFIRE are authorized self-insured entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through its respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this CONTRACT.

CONFIRE shall require the carriers of required coverages to waive all rights of subrogation against ICEMA, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONFIRE and CONFIRE's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONFIRE hereby waives all rights of subrogation against the ICEMA or San Bernardino County.

**G.3 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by ICEMA.

**G.4 Severability of Interests**

The CONFIRE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the CONFIRE and the ICEMA or between ICEMA and any other insured or additional insured under the policy.

**G.5 Insurance Review**

Insurance requirements are subject to periodic review by the ICEMA. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of ICEMA. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but

not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA, inflation, or any other item reasonably related to ICEMA's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONFIRE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of ICEMA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of ICEMA.

- G.6** The CONFIRE agrees to provide insurance set forth in accordance with the requirements herein. If the CONFIRE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONFIRE agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the CONFIRE shall secure and maintain throughout the CONTRACT term the following types of insurance with limits as shown:

- G.6.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the CONFIRE and all risks to such persons under this contract.

If CONFIRE has no employees, it may certify or warrant to the ICEMA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the ICEMA's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.6.2** Commercial/General Liability Insurance – The CONFIRE shall carry General Liability Insurance covering all operations performed by or on behalf of the CONFIRE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury.
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.

- G.6.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the CONFIRE is transporting one or more non-employee passengers in performance of CONTRACT services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the CONFIRE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.6.4** **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.6.5** **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance** – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

**Directors and Officers Insurance** coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the ICEMA.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the CONTRACT work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after CONTRACT completion.

**G.6.6** **Reserved**

**G.6.7** **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved ICEMA entities and cover breach response cost as well as regulatory fines and penalties.

**Abuse/Molestation Insurance** – CONFIRE shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** ICEMA, State and Federal government shall have absolute right to monitor the performance of CONFIRE in the delivery of services provided under this CONTRACT. CONFIRE shall give full cooperation, in any auditing or monitoring conducted. CONFIRE shall cooperate with the ICEMA

in the implementation, monitoring, and evaluation of this CONTRACT and comply with any and all reporting requirements established by the ICEMA.

- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by ICEMA representatives for a period of three years after final payment under this CONTRACT or until all pending ICEMA, State and Federal audits are completed, whichever is later. If said records are not made available at the scheduled monitoring visit, CONFIRE may, at ICEMA's option, be required to reimburse ICEMA for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time).
- H.3** CONFIRE shall provide all reasonable facilities and assistance for the safety and convenience of ICEMA's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of CONFIRE.
- H.4** CONFIRE shall submit to ICEMA an itemized proposal for utilization of these funds.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1** Failure by CONFIRE to comply with any of the provisions, covenants, requirements or conditions of this CONTRACT shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, ICEMA may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford CONFIRE thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA; and/or
  - b. Withhold funds pending duration of the breach; and/or
  - c.
  - d. Terminate this Contract immediately and be relieved of the payment of any consideration to CONFIRE.

**J. NOTICES**

All written notices provided for in this CONTRACT or which either Party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other Party as follows:

To ICEMA:

EMS Administrator  
ICEMA  
1425 South "D" Street  
San Bernardino, CA 92415-0060

To CONFIRE:

CONFIRE JPA  
1743 W. Miro Way  
Rialto, CA 92376

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This CONTRACT including all Exhibits and other attachments, which are attached hereto and

incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this CONTRACT not expressly set forth herein are of no force or effect. This CONTRACT is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this CONTRACT and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This CONTRACT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.



**IN WITNESS WHEREOF**, ICEMA and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

►

Dawn Rowe, Chair, Board of Directors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Secretary of the Board of Directors  
of Inland Counties Emergency  
Medical Agency

By \_\_\_\_\_

Deputy

**CONSOLIDATED FIRE AGENCIES**

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name

Nathan Cooke

(Print or type name of person signing contract)

Title

Interim Executive Director

(Print or Type)

Dated: \_\_\_\_\_

Address

1743 Miro Way

Rialto, CA 92376

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Deputy County Counsel, John Tubbs II

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Date \_\_\_\_\_

**CONFIRE**

## STAFF REPORT

**DATE:** April 22, 2025

**FROM:** Nathan Cooke, Interim Director

**BY:** Damian Parsons, Finance/Administrative Director  
Erika Torres-Murillo, Staff Analyst II

**TO:** CONFIRE Administrative Committee

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**SUBJECT:** Consultant Agreement – Viewpoint Advocacy

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### **Recommendation**

Approve agreement with Viewpoint Advocacy to serve as Public Information Officer (PIO) for CONFIRE.

### **Background Information**

On December 5, 2023, the County of San Bernardino awarded the contract to CONFIRE for the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility, and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County.

It is crucial for CONFIRE to engage in robust public affairs and (PIO) activities to ensure effective communication with stakeholders, including the public, media outlets, and relevant governmental bodies. The contract with Viewpoint Advocacy will enable CONFIRE to navigate complex public relations scenarios, disseminate timely and accurate information, and ensure alignment with regulatory requirements and community expectations.

Viewpoint Advocacy will support CONFIRE's operational objectives and uphold its commitment to transparency and accountability.

On March 2024, CONFIRE entered into an agreement with Viewpoint Advocacy for the term of one (1) year with an option to extend an additional six (6) months. Said term will expire May 1, 2025. CONFIRE still maintains a need for a PIO, as such staff is recommending approval of a new agreement.

### **Fiscal Impact**

The fiscal impact will not exceed \$60,000 for the next 12 months (the initial one-year term) and the funding will be allocated from the EMS Fund (5020)

## **INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND VP ADVOCACY**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Viewpoint Advocacy (“Contractor”), a California S Corporation (together, they are referred to as “Parties,” and individually, as a “Party”).

### **RECITALS**

1. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. CONFIRE is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.
3. CONFIRE wishes to engage Contractor to provide the services described herein, on a limited term basis due to an unforeseen need, using Contractor's existing employee.

### **AGREEMENT**

#### **1. EXHIBITS**

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

#### **2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective on May 1, 2025, (“Effective Date”), upon approval by the Administrative Committee and the Consultant’s designated representative.
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) April 30, 2026, (“Initial Term”). CONFIRE may extend this Agreement on a month-to-month basis after April 30, 2026, for up to six months.

### 3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

### 4. SCOPE OF SERVICES

Contractor shall furnish to CONFIRE the services described in Exhibit A ("Services"). Services shall be provided by Josh Candelaria. Substitution by Contractor of another employee to provide Services will only occur with the written concurrence of CONFIRE.

### 5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation"). Payment shall be made within 30 days of a monthly invoice.

### 6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C.

### 7. INSURANCE

Exhibit D, entitled Insurance, is attached and incorporated by reference.

### 8. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To CONFIRE:  
Consolidated Fire Agencies  
Attn: Nathan Cooke,  
Interim Director  
1743 Miro Way  
Rialto, CA 92376

To Contractor:  
Viewpoint Advocacy  
Attn: Josh Candelaria  
8816 W. Foothill Blvd. #103-282  
Rancho Cucamonga, CA 91730

## 9. LIMITATION OF LIABILITY

Other than as provided in this Agreement, CONFIRE's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CONFIRE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

### **CONSOLIDATED FIRE AGENCIES**

Date: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

### **Viewpoint Advocacy**

Date: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**to AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

Contractor, by and through Josh Candelaria shall include:

1. Serve as the Public Affairs Officer for the CONFIRE EMS Division Implementation Team and other divisions as needed.
  - a. Perform all duties and functions related to serving as the Public Affairs Officer for the CONFIRE EMS Division Implementation Team and other divisions as needed.
  - b. Provide professional analysis, government relations and/or related services that is agreed upon by CONFIRE and the Contractor.
  - c. Participate in, and attend, meetings and other relevant convenings that would assist with advancing CONFIRE's objective.
  - d. Assist with the coordination of briefings, schedule meetings, and provide relevant material.
  - e. Maintain regular contact and sustain positive relationships with key officials and regional stakeholders that may be of interest to CONFIRE.
  - f. Maintain regular, timely, and relevant communications (written and verbal) with CONFIRE.
  - g. Assist with review and analysis of local and state issues that may be of interest or have an impact on CONFIRE's objectives.

**EXHIBIT B**  
**to AGREEMENT FOR SERVICES**

**COMPENSATION**

**A. Compensation**

For the services outlined in Exhibit A to this Agreement, Contractor's fee is Five Thousand Dollars (\$5,000) per month.

**B. Payment**

a. Schedule

- (1) To be billed monthly.
- (2) The Contractor will invoice CONFIRE in the amount that reflects actual hours provided for the service. Contractor shall provide applicable time sheets or other records used to develop the invoice available upon request.

b. Process

Payment terms will be NET30. Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.

## EXHIBIT C to AGREEMENT FOR SERVICES

### GENERAL TERMS AND CONDITIONS

- 1. STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
- 2. ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
- 3. PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 4. TERMINATION.**
  - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
  - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
  - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
    - (1) material violation of this Agreement by the Contractor; or
    - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
    - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
  - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - (1) material violation of this Agreement by CONFIRE; or
    - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
    - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
  - e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 5. INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.**
  - a. **Generally.** To the furthest extent permitted by



California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; or
  - (2) arises out of, pertains to, or relates to the performance of this Agreement
- b. **Indemnified Parties, Defined.** The “Indemnified Parties” are CONFIRE, its officers, consultants, employees, and trustees.
- c. **Claim, Defined.** A “Claim” consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees and causes of action to property or persons, including personal injury and/or death, except that:
- (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a “Claim” shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
  - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a “Claim” shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
- d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor’s expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.
6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
7. **CONFIDENTIALITY.** The Contractor and the Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services (“Confidential Information”), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party

to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor’s agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor’s agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process”, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE’s legislative body has approved all the terms and conditions contained herein.
10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any

such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

**12. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.

**13. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

**14. ANTI-DISCRIMINATION.** It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**15. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time,

provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

**16. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:

- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

**17. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

**18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

**19. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**20. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but

such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

- 21. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 22. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 23. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 24. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 28. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 29. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather

as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

- 30. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

## EXHIBIT D to AGREEMENT FOR SERVICES

### INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
  - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, CONFIRE, and the contracting agencies and member agencies of CONFIRE from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
  - 1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with CONFIRE the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
  - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Coverage
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	<b>\$1,000,000</b>
General Aggregate	<b>\$1,000,000</b>
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	<b>\$1,000,000</b>
General Aggregate	<b>\$1,000,000</b>
<b>Professional Liability</b>	<b>\$1,000,000</b>
<b>Workers Compensation</b>	<b>Statutory Limits</b>
<b>Employer's Liability</b>	<b>\$1,000,000</b>

2. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to CONFIRE and approved by CONFIRE. Certificates and insurance policies shall include the following:
  - 2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to CONFIRE, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 2.3. An endorsement stating that CONFIRE and contracting agencies and member agencies of CONFIRE, and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's

- 2.4. insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.  
All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

**CONFIRE**

## STAFF REPORT

**DATE:** April 22, 2025

**FROM:** Nathan Cooke, Interim Director

**BY:** Damian Parsons, Finance/Administration Director

**TO:** CONFIRE Administrative Committee

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**SUBJECT: Purchase of Oracle NetSuite for Government Cloud Services**

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### Recommendation

1. Approve Participating Addendum to the Master Agreement with Oracle America, Inc. to utilize Cloud Solutions under the National Association of State Procurement Officials ValuePoint Master Agreement for Cloud Solutions (contract #AR2487) at no cost.
2. Approve Ordering Document Number CPQ-3532540-1 for subscription to use Oracle NetSuite for Government Cloud Service in an amount not to exceed \$63,558 per year for a total cost of \$317,790 for five years.
3. Approve Ordering Document Number US-17574673 for professional services to implement Oracle NetSuite for Government Cloud Services in an amount not to exceed \$226,229.

### Background Information

CONFIRE's financial operations currently rely on a combination of disconnected systems and Microsoft Excel spreadsheets, resulting in inefficient workflows, limited data visibility, and increased risk of manual errors. These limitations have hindered staff's ability to produce timely financial reports and budget information, maintain compliance, and support effective planning and decision-making. In response to these challenges, the organization evaluated leading ERP solutions and determined that Oracle NetSuite offers the most robust, scalable, and cloud-based platform to address our needs.

Oracle NetSuite is a comprehensive cloud ERP platform that provides a unified suite of financial tools designed to optimize key operations, including:

- Centralized Financial Management: Consolidates core accounting, budgeting, financial reporting, purchasing and procurement processes into a single platform.
- Automated Budgeting and Expense Tracking: Eliminates manual spreadsheet processes with dynamic, real-time tools that enhance accuracy and reduce administrative effort.

- Fixed Asset Management: Tracks asset acquisition, depreciation, revaluation, and disposal across the asset lifecycle.
- Real-Time Dashboards and Analytics: Delivers up-to-date financial insights to support strategic decision-making.
- Cloud-Based Accessibility and Scalability: Enables secure, remote access and scalability to grow with organizational needs.

These capabilities will significantly enhance staff efficiency, accuracy, and visibility into financial data, while positioning the organization for scalable growth.

The procurement of Oracle NetSuite for Government Cloud is made possible through a Participating Addendum with Oracle America, Inc., under the California Department of General Services' National Association of State Procurement Officials (NASPO) ValuePoint Cooperative Agreement for Cloud Services. This agreement was competitively bid and awarded through NASPO ValuePoint, allowing California public entities to leverage pre-negotiated pricing and terms without the need for a separate bidding process. This ensures procurement compliance and cost effectiveness. CONFIRE's legal counsel reviewed the requirements and determined that CONFIRE can utilize a NASPO Agreement and be exempt from any bidding requirements.

The total cost to implement and operate the Oracle NetSuite platform includes:

- Annual Subscription Fee \$63,558 per year
  - Term: 60 months (5 years)
  - Billed Quarterly
  - Total Subscription Cost Over Term: \$317,790
- Implementation and Services Cost: \$226,229
  - Billed as services are rendered

The implementation cost covers data migration, system configuration, user training, deployment support and creating an interface or file transfer protocol to synch with the County's SAP financial system, which will remain CONFIRE's system of record.

CONFIRE staff recommends approval of the purchase and implementation of Oracle NetSuite Enterprise Cloud Platform for a 60-month term to replace fragmented systems and outdated Excel-based workflows with an integrated, scalable financial management solution capable of meeting our current and future operational needs.

### **Fiscal Impact**

The total first year costs for implementation and system usage are \$289,787 and will be funded by General Fund Operating Reserves Fund 5008. Ongoing annual costs of \$63,558 will be funded through the elimination of costs for the current procurement system (\$10,266/yr) and Call Volume revenues.

**CONFIRE**

Item 12.

**NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM**

<b>Department:</b> CONFIRE, JPA		<b>Date:</b> 4/14/2025	
<b>Supplier:</b> Oracle, America, Inc			
<b>Description of item:</b>	Oracle NetSuite for Government Cloud Services Enterprise Resource		
	Planning system access for financial, budget and asset management tools and		
	implementation services.		
<b>Total Cost:</b> \$ 544,019	<b>If Purchase is Over \$25,000 Per Vendor in a Fiscal Year:</b> Department will complete form and attach it along with copies of all bid and quote information.		
<b>Justification (Select That Applies)</b>			
<b>Product</b>	<b>Service</b>	<b>Other</b>	
( ) Equipment/System Compatibility ( ) Functional Specifications ( ) Manufacturer/Publisher-Direct ( ) Only Authorized Dealer	(X) Existing Agreement ( ) Reimbursement to Owner ( ) Specialized Credentials/ Expertise/ Training	( ) Cooperative Purchase ( ) Emergency/Life or Property ( ) Theft Mitigation ( ) Timing Constraint ( ) Government Mandated/Legal Requirement ( ) Proprietary ( ) Sole Source/Single Source	
<b>Please provide a detailed explanation for the Justification selected above.</b>			
CONFIRE received approval from the State of California General Services to enter into a Participat-			
ing addendum with Oracle America, Inc. (MAA# AR2487) under the NASPO ValuePoint Cooperative			
Agreement for Cloud Solutions (2016-2026). The State of Utah conducted the competitive bid process			
for cloud solutions in Dec 2015 to obtain best value, and achieve more favorable pricing than is			
attainable by an individual state or local government entity because of the collective volume of potential			
purchases by numerous states or local governments and entered into a Master Agreement (see attached)			
	<b>Signature</b>	<b>Print Name</b>	<b>Date</b>
<b>Submitted By:</b>			
<b>Fiscal:</b>	<i>Damian Parsons</i>	Damian Parsons	04/14/2025
<b>Director:</b>	<i>Nathan Coole</i>	Nathan Coole	04/14/2025
<b>Admin Chair:</b>			



*Incomplete forms may result in Kissflow document being rejected*

### Justification Definitions for Non-Competitive Purchases

P R O D U C T	<p><b>Equipment/system compatibility</b> – Equipment or system has same compatibility, interoperability, technical application as that currently owned by CONFIRE JPA. May be a situation where the vendor has specific knowledge of the system, CONFIRE JPA premises, operations or requirements. May result in reduced expenses for training/maintenance and added efficiency. changing would require significant additional funding or training of staff. Department may be asked to specify a definitive period of time after which a competitive process will be initiated. <u>Examples: software; keycard access; fire alarm/security systems.</u></p> <p><b>Functional specifications</b> – Meets performance and quality requirements; other products lack one or more of the required material specifications.</p> <p><b>Manufacturer/publisher-direct</b> – Has no distributor network or is less costly than purchasing through a distributor.</p> <p><b>Only authorized distributor</b> – No other manufacturer-authorized distributor in geographical area can provide product.</p>
S E R V I C E	<p><b>Existing agreement</b> – Essential in maintaining continuity of service. There is a significant cost benefit to CONFIRE JPA to stay with the vendor. <u>Example: To include new agencies in an ongoing contract.</u></p> <p><b>Reimbursement to owner</b> – County reimbursing owner for service or product (provided by third party) paid for by owner pursuant to agreement. <u>Example: For employee hours spent as CONFIRE Liaison</u></p> <p><b>Specialized credentials/expertise/training</b> (replaces specialized services) – Meets requirements for certification, credentials, experience, expertise, training as requested.</p>
O T H E R	<p><b>Cooperative Purchase</b> – Purchase made through cooperative purchasing website approved by The Board of Directors.</p> <p><b>Emergency/life or property threat mitigation</b> - A purchase for: (i) the preservation of life or property, or (ii) if the Purchasing Agent or any assistant authorized to make purchases is not immediately available and the service, item or items, are immediately necessary for continued operation of the entity and undue delay would cause substantial loss to CONFIRE JPA.</p> <p><b>Timing constraints</b> – Compelling urgency; only vendor that can commit to delivery schedule of product/project/service. Departments are required to show that failure to meet such deadline will cause additional expense to CONFIRE JPA or jeopardize public health or safety.</p> <p><b>Government mandated/legal requirement</b> – Mandated by local, state, county, or federal agency with jurisdiction.</p> <p><b>Proprietary item</b> – Used, made or marketed by one having the exclusive legal right (patented, licensed, copyrighted, etc.)</p> <p><b>Sole source/Single source</b> – Only one provider/supplier exists to fulfill CONFIRE JPA requirement.</p>

requires the results of the RFP to be extended to state governments, institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc. The term of the master agreement is 10 years.

Several solutions were reviewed. Oracle was selected due to:

- the system was designed specifically for smaller local government entities
- the system's general ease of use
- their experience interfacing with SAP and EMACS (which is an Oracle product)
- their staying power in the industry as it is not likely they will be purchased or go out of business in the near future.
- their systems ability to perform payroll functions (in the event we completely separate from the County). The payroll module is not included in this purchase
- Their costs were commensurate with the other systems reviewed.
- This is the best price we can get for use of this system as Oracle cannot provide anything different to government entities while the existing Master Agreement is effect. We are receiving 50% off of list price.

April 2, 2025

Damian Parsons  
Consolidated Fire Agencies (CONFIRE)  
1743 W. Miro Way  
Rialto, CA 92376-8630

Email: [dparsons@confire.org](mailto:dparsons@confire.org)

Re: NASPO ValuePoint Cooperative Agreement Authorization

Dear Damian Parsons:

The Department of General Services (DGS) has received your request to enter into a Participating Addendum under the NASPO ValuePoint Cooperative Agreement for Cloud Solutions (2016 – 2026).

This letter provides written authorization to enter into a Participating Addendum with:

- Oracle America, Inc. (MA# AR2487)

To ensure that you have the authority to enter into NASPO ValuePoint Cooperative Agreements, please consult your legal counsel.

If you have any questions, please contact the Cooperative Program Manager, Julie Matthews at (279) 946-8118 or via email at [Julie.Matthews@dgs.ca.gov](mailto:Julie.Matthews@dgs.ca.gov).

Thank you,

**Michael Wong**

Digitally signed by Michael  
Wong  
Date: 2025.04.09 10:49:09  
-07'00'

For Angela Shell  
Deputy Director  
Procurement Division

cc: File

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

Master Agreement #: AR2487

Contractor: **ORACLE AMERICA, INC.**

Participating Entity: **CONFIRE JPA**

Oracle America, Inc. ("**Oracle**") and the State of Utah, Division of Purchasing, are parties to that certain NASPO ValuePoint Master Agreement for Cloud Solutions, effective March 1, 2017 (contract # AR2487, the "Master Agreement"). This Participating Addendum (this "Addendum" or "PA") to the Master Agreement is between Oracle, as Contractor, and CONFIRE JPA (the "Participating Entity" or "Purchasing Entity"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

The following products or services are included in this contract portfolio:

- Oracle products and services listed in Attachment B of the Master Agreement that are commercially available at the time of the order.

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by the Participating Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: CONFIRE JPA ("Purchasing Entity") may order Services from Oracle in accordance with the terms and conditions of this Addendum. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

The Participating Entity hereby represents and warrants that it has been authorized by the State of California Department of General Services (DGS) to enter into this Addendum.

3. Term: Orders may be placed under this Addendum for the period commencing upon the Effective Date (as defined below) and ending on the earliest of (i) September 15, 2026, (ii) the date of expiration or termination of the Master Agreement, or (iii) the date of expiration or termination of this Addendum.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name:	Michael Estrada
Address:	613 N.W. Loop 410, Suite 1000, San Antonio, TX 78216
Telephone:	(210) 536-9415
Fax:	N/A
Email:	michael.e.estrada@oracle.com

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

Participating Entity

Name:	Damian Parsons
Address:	1743 Miro Way, Rialto, San Bernardino, CA 92376
Telephone:	(909) 365-2502
Fax:	N/A
Email:	dparsons@confire.com

**5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☒ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

6. Resellers: No Resellers are eligible to resell Services to the Purchasing Entity under this Addendum.

7. Orders:

- a. Any Order placed by a Purchasing Entity for Service available under the Master Agreement and this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement and this Addendum, unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
- b. Orders and payments may be made directly to Oracle. Orders are to be submitted as directed to Oracle's sales representative. After the contents of an Ordering Document have been mutually agreed upon, Oracle and the Purchasing Entity shall sign the Ordering Document, and payments shall be submitted in accordance with such Ordering Document and applicable Oracle invoice.

8. Entire Agreement:

- a. Notwithstanding anything to the contrary set forth in the Master Agreement, by placing an order under this Addendum, each Purchasing Entity agrees that this Addendum and any information that is incorporated by written reference into this Addendum or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the Services ordered by such Purchasing Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

**PARTICIPATING ADDENDUM****CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah



- b. It is expressly agreed that the terms of this Addendum and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Services ordered.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <b>CONFIRE JPA</b>	<b>Oracle America, Inc.</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Effective Date of this Addendum: \_\_\_\_\_



## ORDERING DOCUMENT

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA  
94065

<b>Name</b>	Confire J P A	<b>Contact</b>	Damian Parsons
<b>Address</b>	1743 Miro Way Rialto CA 92376	<b>Phone Number</b>	+1 (909) 365-2502
		<b>Email Address</b>	dparsons@confire.com

### New Subscription

Services Period: 60 months							
Cloud Services	Data Center Region	Quantity	Term	List Fee	Discount %	Unit Net Price	Net Fee
B111096 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	NORTH AMERICA	1	60 mo	504,000.00	50.42123	4,164.62	249,877.00
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	NORTH AMERICA	1	60 mo	35,940.00	50.42123	296.98	17,818.61
B111100 - Oracle NetSuite for Government Cloud Service, Enterprise Performance Management Premium, Additional User - Hosted Named User	NORTH AMERICA	3	60 mo	27,000.00	50.42123	74.37	13,386.27
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	15	60 mo	44,100.00	50.42123	24.29	21,864.24
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	60 mo	29,940.00	50.42123	247.40	14,843.88
<b>Subtotal</b>				640,980.00			317,790.00

Fee Description	Net Fee
Cloud Services Fees	317,790.00
<b>Net Fees</b>	317,790.00
<b>Total Fees</b>	317,790.00

## A. Terms of Your Order

### 1. Applicable Agreement:

a. US-GMA-1301562 (AR2487)\_PA\_ConfireJPA

### 2. Cloud Payment Terms:

a. Net 30 days from invoice date

### 3. Cloud Payment Frequency:

a. Quarterly in Arrears

### 4. Currency:

a. US Dollars

### 5. Offer Valid through:

a. 15-MAY-2025

### 6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

### 7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

### 8. Non-Appropriation

In the event the end user has not appropriated funds for a new fiscal year period, and the end user provides you and Oracle with written notice of such non-appropriation, you may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the whole or partial 12-month terms of the order, you must provide a purchase order, and (b) your issuance of each whole or partial 12-month purchase order shall signify to Oracle that all funds for the given whole or partial 12-month term have been fully appropriated and encumbered by the end user. In the event that the end user provides the written notice as described above to terminate its order with you for the cloud services specified in the tables above section A, you may terminate this order. Notwithstanding the foregoing, you agree to pay for all cloud services performed by Oracle prior to Oracle's receipt of the end user's notice of non-appropriations and your written confirmation that the order between you and the end user for the cloud services specified in the table above section A have been terminated.

### 9. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

### 10. Option Periods

You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 36-month renewal period ("Option Renewal Period") for the total net fee of \$210,384.92, which shall be the sum of the following annual amounts:

- Option Year 1 \$70,128.31
- Option Year 2 \$70,128.31
- Option Year 3 \$70,128.31

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

### 11. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the document (s) with the agreement US-GMA-1301562 (AR2487)\_PA\_ConfireJPA between the parties (the "Contingent Document(s)"). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

## B. Additional Order Terms

### 1. Non-Appropriation



In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

## 2. Optional Renewal Period for Cloud Services

a. You shall have the option to renew the same Cloud Services listed in the table above section A at the same quantities for one (1) additional 36-month renewal period ("Option Renewal Period") for the following annual amounts:

- Option Year 1 \$[the "Cloud Services Fees" specified in the Fee Description/Net Fee table above section A divided by 3, multiplied by 1.05]
- Option Year 2 \$[Option Year 1 multiplied by 1.05]
- Option Year 3 \$[Option Year 2 multiplied by 1.05]

The total net fee for Cloud Services for the Option Renewal Period will be the sum of the three option years specified above.

b. Professional Services are not included in the Option Renewal Period.

c. The Cloud Services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

Confire J P A

Signature

Name

Title

Signature Date

**BILL TO / SHIP TO INFORMATION**

<b>Bill To</b>		<b>Ship To</b>	
<b>Customer Name</b>	Confire J P A	<b>Customer Name</b>	Confire J P A
<b>Customer Address</b>	1743 Miro Way Rialto CA 92376	<b>Customer Address</b>	1743 Miro Way Rialto CA 92376
<b>Contact Name</b>	Damian Parsons	<b>Contact Name</b>	Damian Parsons
<b>Contact Phone</b>	+1 (909) 365-2502	<b>Contact Phone</b>	+1 (909) 365-2502
<b>Contact Email</b>	dparsons@confire.com	<b>Contact Email</b>	dparsons@confire.com


**PROFESSIONAL SERVICES  
ORDERING DOCUMENT**
**Ordering Document Number: US-17574673**

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	<b>Your Name:</b> Confire J P A <b>Your Address:</b> 1743 Miro Way Rialto, CA 92376
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<b>Oracle Representative:</b>	Scott Weir	<b>Your Billing Contact:</b>	Damian Parsons
<b>Address:</b>	17901 Von Karman Ave #800 Irvine, CA 92612	<b>Address:</b>	1743 Miro Way Rialto, CA 92376
<b>Phone Number:</b>	562-370-3384	<b>Phone Number:</b>	909-365-2502
<b>Email Address:</b>	scott.weir@oracle.com	<b>Email Address:</b>	dparsons@confire.com

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$205,779.00	\$20,450.00	\$226,229.00
<b>Total Fees and Estimated Expenses</b>				<b>\$226,229.00</b>

**A. TERMS**

- Applicable Master Agreement:** NASPO ValuePoint Master Agreement US-GMA-1301562 (AR2487) by and between Oracle America, Inc. ("Oracle") and the State of Utah, as the lead state, and the Participating Addendum US-GMA-1301562 (AR2487)\_PA\_ConfireJPA by and between Oracle and Confire J P A (collectively, the "Master Agreement").

You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Master Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Master Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.

- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 15-MAY-2025.
- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and

deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

## B. ADDITIONAL ORDER TERMS

- When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

Confire J P A	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	{to be completed by Oracle}



## TIME AND MATERIALS EXHIBIT

**Your Name:** Confire J P A  
**Ordering Document Number:** US-17574673  
**Exhibit Number:** 1

### 1. Description of Services.

Oracle will provide You with up to one hundred sixty-two (162) person days of technical and functional Services to assist with the cloud enablement of Oracle NetSuite for Government Cloud Service ("NetSuite for Government") (the "Services"). Oracle will assist You in the following phases:

#### A. Phase 1 – Finance:

Oracle will assist You with enablement of the following functionality within the Finance module:

Finance Functional Area
Journals
Budget (expense and revenue)
Purchasing and Accounts Payable
Projects
Grants
Accounts Receivable
Fixed Assets
Inventory
Bill Capture

#### 1. Focus Phase:

- a. Conduct one (1) project kick-off workshop for up to two (2) person days for Your project team to review the project governance processes and complete strategy sessions including:
  1. Scope management process;
  2. Risk management process;
  3. Issue management process;
  4. Communications management process;
  5. Configuration management process;
  6. Quality management process;
  7. Review the welcome packet;
  8. Data conversion strategy session;
  9. Integration strategy session; and
  10. Workflow strategy session.
- b. Create and provide an initial project work plan, which will include the following:
  1. Tasks; estimated start and end dates, and estimated durations;
  2. Assigned resources from You and Oracle; and
  3. Known dependencies.

#### 2. Refine Phase:

- a. Conduct up to five (5) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
  1. Chart of accounts ("COA") setup and fund management;
  2. Entity setup;
  3. General ledger and budgeting;
  4. Inventory; and
  5. Fixed assets.
- b. Conduct up to four (4) workshops of up to two (2) hours each for Your project team to review:
  1. Procurement functional business process;
  2. Procurement data migration;
  3. Accounts receivable functional business process; and

4. Accounts receivable data migration.
- c. Conduct up to three (3) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:
  1. Bank reconciliation;
  2. Bill capture; and
  3. Integrations.
- d. Document the findings from each workshop in an engagement report.
- e. Configure NetSuite for Government hosted environment based upon the engagement reports.
- f. Assist with the loading of Your finalized datasets for Finance as follows:

Finance Functional Area	Years of finalized datasets to be loaded
Journals	Up to two (2) years
Budget	Up to the current/in-progress fiscal year
Purchasing and Accounts Payable	Up to the current/in-progress fiscal year
Projects	Up to the current/in-progress fiscal year
Grants	Up to the current/in-progress fiscal year
Accounts Receivable	Up to the current/in-progress fiscal year
Fixed Assets	Up to the current/in-progress fiscal year
Inventory	Up to the current/in-progress fiscal year

- g. Provide up to ten (10) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
SAP	Journal	One-way Import	Automated	Flat file
PeopleSoft	Payroll	One-way import	Automated	Flat file

- h. Configure up to one (1) of each of the following form templates to include Your information (logo, legal name, address, bill-to address, ship-to address, bank information):
  1. Invoice;
  2. Purchase Order; and
  3. Accounts Payable check.

3. Enable Phase:

- a. Conduct up to ten (10) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
- b. Create a testing plan with You.
- c. Provide up to four (4) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").

4. Live-Operate Phase:

- a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
- b. Provide up to nine (9) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
- c. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.

B. Phase 2 – NetSuite Planning and Budgeting ("NSPB"):

1. Focus Phase:

- a. Conduct one (1) business process review session for up to two (2) hours to review the following:
  1. Current budgeting processes;
  2. Changes to process updates;

3. Budget reporting needs;
4. Confirm administrator access; and
5. Project timeline considerations.

2. Refine Phase:

- a. Import up to one thousand (1,000) pre-defined, active general ledger ("GL") dimension members from NetSuite for Government into the NSPB instance for each of the following:
  1. COA;
  2. Funds;
  3. Departments;
  4. Projects; and
  5. Grants.
- b. Migrate the current/in-progress year of historical income statements and balance sheets, and prior year budget data, from NetSuite for Government into the NSPB instance.
  1. Set up a schedule to import trial balances on a recurring basis from NetSuite for Government into the NSPB instance using standard saved searches.
- c. Conduct up to five (5) "NSPB Configuration Workshops" for up to one and a half (1.5) hours each for Your project team to review the following:
  1. Web forms;
  2. Reports;
  3. Dashboards; and
  4. Business rules.
- d. Document the findings from each NSPB Configuration Workshop in a NSPB Configuration Engagement Report.
- e. Configure NSPB hosted environment based upon the NSPB Engagement Reports.
- f. Configure Your operating budget.
- g. Provide up to ten (10) person days to create a budget book based on data available within the application.

3. Enable Phase:

- a. Conduct up to two (2) functional training sessions of up to two (2) hours each for Your project team on the NetSuite Planning and Budgeting module.
- b. Review UAT processes.
- c. Assist with up to two (2) "Data Integration UAT Sessions" for up to one and a half (1.5) hours each to validate the integration of data from NetSuite for Government's Finance module to NSPB.
- d. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Data Integration UAT Session.
- e. Assist with up to two (2) "Process and Configuration UAT Sessions" for up to one and a half (1.5) hours each to validate the NSPB budget process and configuration.
- f. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Process and Configuration UAT Session.

4. Live-Operate Phase:

- a. Provide up to three (3) hours of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for NetSuite Planning and Budgeting.
- b. Facilitate the transition from Your implementation team to the NetSuite for Government support team for NetSuite Planning and Budgeting module.

2. Rates, Estimated Fees and Expenses, and Taxes.

- A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.
- B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rate of \$159.08 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

- C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.
3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.
4. Your Cooperation.
- A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
    - 1. Provide user feedback during configuration and validation.
    - 2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
    - 3. Provide on-going support to internal users following the implementation.
  - B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
  - C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
  - D. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to Your Oracle project manager prior to the project kick-off workshop.
  - E. Be responsible for choosing Your desired Form templates from the samples provided to You during the project kick-off workshop.
  - F. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
  - G. You will accept Oracle NetSuite release upgrades.
  - H. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
  - I. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
  - J. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
  - K. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
  - L. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
  - M. Workshop-related cooperation:
    - 1. For each workshop listed in Section 1.A.2.a, 1.A.2.b, 1.A.2.c, and 1.B.2.c make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
    - 2. Make Your key decision owners available to attend the workshops.
    - 3. Respond to Oracle requests/queries within two (2) business days.
  - N. NSPB-related cooperation:
    - 1. Make the position data from Your third-party payroll system available to Oracle within two (2) weeks of the business process review session in Section 1.B.1.a.
    - 2. Be responsible for ensuring that common, consistent planning and budgeting processes exist across Your organization.
    - 3. Be responsible for performing a production refresh of the NetSuite for Government test environment at the NSPB kick-off.
    - 4. Be responsible for data load validation for actual trial balances in the NSPB instance to NetSuite for Government saved search results at the GL journal entry level.
  - O. Integration-related cooperation:
    - 1. For each third-party listed in Section 1.A.2.g, You must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to deliver the Services in these sections.
    - 2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned go-live date of this implementation.



3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.

P. Migration-related cooperation:

1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and assisting Oracle resources to complete data cleansing and mapping within three (3) weeks from the project kickoff call.
2. Audit Your data for data migration, including historical years up through the current fiscal year.
3. Financial data to be migrated must include the following:
  - a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments).
  - b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
  - c. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
4. Validate the final list data and transactional data within two (2) weeks from data upload.

5. Project Assumptions.

- A. A person day is defined as one (1) resource working up to eight (8) hours.
- B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
- C. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and services policies.
- D. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
- E. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.

F. NSPB-related assumptions:

1. Prior to the commencement of Phase 2 - NetSuite Planning and Budgeting, the NetSuite for Government production instance must be established as follows:
  - a. Chart of accounts is finalized;
  - b. Segments are finalized and populated with members;
  - c. Custom segments are finalized and populated with members;
  - d. Transactional or historical data is loaded; and
  - e. Any additional information, segmentation, etc. that You will need for planning and budgeting is finalized and loaded.

G. Integration-related assumptions:

1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.2.g such adjustments shall be subject to the change control process.
2. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.

H. Migration-related assumptions:

1. Data migration is limited to the assistance described in Section 1.A.2.f and Section 1.B.2.b.
2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.

3. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including go-live.
  4. A finalized dataset for finance is defined as up to one (1) year's worth of historical data containing all the information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g., vendor bills, checks, accounts receivable invoices, cash receipts) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.
- I. The following are not included in the scope of, or fees for, Services under this exhibit:
1. Performance testing, tuning, or any management of performance.
  2. Testing beyond the activities described in this exhibit.
  3. Customizations to NetSuite for Government.
  4. Oracle Cloud subscription services.
  5. Languages other than U.S. English.
  6. Integrations or data conversions beyond what is explicitly described in this exhibit.
  7. Form configuration beyond what is explicitly described in this exhibit.
  8. Creation of a capital improvement program budget.
  9. Cloud middleware, database, operating and other hardware activities.
  10. Oracle transactional business intelligence training.
  11. Complex business processing or orchestration related to integrations.
  12. Transformations or data mapping of elements.
  13. Additional workforce structures for future use, expansion, or acquisitions.
  14. Extensions, customizations, or custom reports.
  15. Localizations other than those made to the chart of accounts structure.
  16. Post-production Services exceeding the person days in Section 1.A.4.b, hours in Section 1.B.4.a, or thirty (30) calendar days after go-live for the respective module, whichever comes first.
  17. Anything not expressly listed in the Description of Services.

**CONFIRE**

## STAFF REPORT

**DATE: April 22, 2025**

**FROM: Nathan Cooke, Interim Director**

**BY: Damian Parsons, Finance/Administration Director**

**TO: CONFIRE Administrative Committee**

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**SUBJECT: 2025-26 Preliminary Budget Overview**

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### **Recommendation**

Approve the preliminary 2025-26 budget as presented pending final budget adoption in May 2025.

### **Background Information**

As part of the annual budget process, staff has prepared a preliminary budget for Fiscal year 2025-26. This report outlines projected changes, including new expenditures, and offsetting reductions.

#### **Key Cost Increases:**

- Memorandum of Understanding (MOU) increases: Contractually obligated wage and benefit adjustments negotiated under current labor agreements.
- New Positions: strategic additions to staffing to support current services and operational efficiency.
- Interim Director Costs: to maintain leadership continuity. This cost was previously funded by keeping the Communications Director position vacant. This position is currently filled.
- Increased Rent: Additional costs for the space at the new valley Communication Center (6 months)
- Countywide Cost Allocation Plan: Increase in the overhead cost allocated to CONFIRE by the San Bernardino County for use of services. These additions represent strategic investments in service quality, organizational stability, and long-term capacity.

#### **Offsetting Reductions:**

To manage growth responsibly, the following cost-saving measures are incorporated:

- Position reductions: Elimination of selected positions based on efficiency reviews and operational restructuring.
- Insurance savings: Adjustments in insurance premiums due to recently received quotes from insurance carriers.

These offsets partially mitigate the overall impact of increasing expenditures and help to maintain a responsible fiscal trajectory.

Staff will continue refining the budget in coordination with division directors and managers and present a final proposed budget in May, for Board adoption.

### **Fiscal Impact**

The current draft budget reflects an 11.6% net increase in costs. Budget refinements may adjust this figure prior to final approval.

## CONFIRE 2025-26 Budget

## Unfunded Costs

## Fund 5008

2024/25 Budget

## Requirements

14,134,214

## Salaries and Benefits

ESU MOU Increases 2025/26	\$	452,037
Other ATBS (MOU)	\$	72,952
Supervising Dispatcher (added at mid year)	\$	119,135
Clerk of the Board	\$	159,249
Finance/Administration Director	\$	172,687
Dispatcher (added at mid year)	\$	106,217
MIS Director	\$	69,106
HR Manager (less offset for HR Reimbursement)	\$	27,383
ISA II	\$	127,320
Data Manager (less offset for current consultant)	\$	216,904
	\$	<u>1,522,989</u>

## Services and Supplies

Interim Director Contract with Chino Valley Fire	\$	441,500
Rent (6 months)	\$	142,400
Countywide Cost Allocation Plan (COWCAP)	\$	89,891
	\$	<u>673,791</u>

Total	\$	2,196,780	15.54%
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## Salaries and Benefits

XBO ECC Chief (offset)	\$	(155,649)
Call Taker (x4)	\$	(177,299)
Administrative Secretary (PSN 82089)	\$	(67,370)
Dispatcher (PSN 84860)	\$	(130,161)
	\$	<u>(530,479)</u>

## Services and Supplies

Insurance	\$	(13,914)
Miscellaneous	\$	(19,226)
	\$	<u>(33,140)</u>

Total	\$	(563,619)	-3.99%
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Total	\$	1,633,162	11.55%
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## 2025-26 Fund Budget Summaries

## Fund 5008

Expenditure by Fund	2022-2023 Modified	2023-2024 Adopted	2023-2024 Revised	2024-2025 Adopted	2024-2025 Modified	% Change From 2024-2025	2025-2026 Budget	% Change From 2025-2026
Salaries and Benefits	\$ 8,299,605	\$ 9,474,779	\$ 8,796,710	\$ 9,597,349	\$ 9,597,349	1%	\$ 10,879,850	13%
Services and Supplies	\$ 3,738,969	\$ 4,450,711	\$ 5,210,302	\$ 4,188,336	\$ 4,188,336	-6%	\$ 4,743,408	13%
Training and Travel Related	\$ 70,000	\$ 95,000	\$ 95,000	\$ 112,800	\$ 112,800	19%	\$ 115,592	2%
Other Reimbursements	\$ 139,864	\$ 238,280	\$ 238,280	\$ 235,729	\$ 235,729	-1%	\$ 28,525	-88%
<b>TOTALS</b>	<b>\$ 12,248,438</b>	<b>\$ 14,258,770</b>	<b>\$ 14,340,292</b>	<b>\$ 14,134,214</b>	<b>\$ 14,134,214</b>	<b>-1%</b>	<b>\$ 15,767,376</b>	<b>11.55%</b>

## Fund 5009

Expenditure by Fund	2022-2023 Modified	2023-2024 Adopted	2023-2024 Revised	2024-2025 Adopted	2024-2025 Modified	% Change From 2024-2025	2025-2026 Budget	% Change From 2025-2026
Salaries and Benefits								
Services and Supplies	\$ 614,279	\$ 1,204,124	\$ 1,204,124	\$ 1,036,500	\$ 1,036,500	-14%	\$ 970,769	-6% Decrease in equipment needs
Training and Travel Related							\$ -	
Other Reimbursements								
<b>TOTALS</b>	<b>\$ 614,279</b>	<b>\$ 1,204,124</b>	<b>\$ 1,204,124</b>	<b>\$ 1,036,500</b>	<b>\$ 1,036,500</b>	<b>-14%</b>	<b>\$ 970,769</b>	<b>-6%</b>

## Fund 5010

Expenditure by Fund	2022-2023 Modified	2023-2024 Adopted	2023-2024 Revised	2024-2025 Adopted	2024-2025 Modified	% Change From 2024-2025	2025-2026 Budget	% Change From 2025-2026
Salaries and Benefits	\$ 1,311,159	\$ 1,311,159	\$ 1,311,159	\$ 534,433	\$ 534,433	-59%	\$ 1,188,786	122% Increase due to budgeting for full year
Services and Supplies	\$ 1,737,551	\$ 342,303	\$ 342,303	\$ 404,958	\$ 404,958	18%	\$ 412,214	2%
Training and Travel Related	\$ 8,500	\$ 33,084	\$ 33,084	\$ 30,165	\$ 30,165	-9%	\$ 99,000	228%
Other Reimbursements			\$ -				\$ -	
<b>TOTALS</b>	<b>\$ 3,057,210</b>	<b>\$ 1,686,546</b>	<b>\$ 1,686,546</b>	<b>\$ 969,556</b>	<b>\$ 969,556</b>	<b>-43%</b>	<b>\$ 1,700,000</b>	<b>75%</b>

## Fund 5011

Expenditure by Fund	2022-2023 Modified	2023-2024 Adopted	2023-2024 Revised	2024-2025 Adopted	2024-2025 Modified	% Change From 2024-2025	2025-2026 Budget	% Change From 2025-2026
Salaries and Benefits	\$ 225,177	\$ 228,522	\$ 228,522	\$ 467,427	\$ 467,427	105%	\$ 600,063	28% Increase in earned leave balances
Services and Supplies			\$ 351,100	\$ 150,000	\$ 150,000		\$ -	-100% Removal of insurance costs
Training and Travel Related							\$ -	
Other Reimbursements							\$ -	
<b>TOTALS</b>	<b>\$ 225,177</b>	<b>\$ 228,522</b>	<b>\$ 579,622</b>	<b>\$ 617,427</b>	<b>\$ 617,427</b>	<b>170%</b>	<b>\$ 600,063</b>	<b>-3%</b>

## Fund 5019

Expenditure by Fund	2022-2023 Modified	2023-2024 Adopted	2023-2024 Revised	2024-2025 Adopted	2024-2025 Modified	% Change From 2024-2025	2025-2026 Budget	% Change From 2025-2026
Salaries and Benefits							\$ -	
Services and Supplies	\$ 879,213	\$ 623,283	\$ 623,283	\$ 530,498	\$ 530,498	-15%	\$ 245,258	-54% Decrease in CAD to CAD project costs
Training and Travel Related							\$ -	
Other Reimbursements							\$ -	
<b>TOTALS</b>	<b>\$ 879,213</b>	<b>\$ 623,283</b>	<b>\$ 623,283</b>	<b>\$ 530,498</b>	<b>\$ 530,498</b>	<b>-15%</b>	<b>\$ 245,258</b>	<b>-54%</b>

## Fund 5020

Expenditure by Fund	2022-2023 Modified	2023-2024 Adopted	2023-2024 Revised	2024-2025 Adopted	2024-2025 Modified	% Change From 2024-2025	2025-2026 Budget	% Change From 2025-2026
Salaries and Benefits							\$ -	
Services and Supplies	\$ 879,213	\$ 623,283	\$ 623,283	\$ 530,498	\$ 530,498	-15%	\$ 590,000	11% Legal and Insurance Costs
Training and Travel Related							\$ -	
Other Reimbursements							\$ -	
<b>TOTALS</b>	<b>\$ 879,213</b>	<b>\$ 623,283</b>	<b>\$ 623,283</b>	<b>\$ 530,498</b>	<b>\$ 530,498</b>	<b>-15%</b>	<b>\$ 590,000</b>	<b>11%</b>