



EMS DIVISION SUBSIDIARY COMMITTEE MEETING

TUESDAY, APRIL 09, 2024 – 1:00 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE EMS Division Subsidiary Committee Meeting is scheduled for Tuesday, April 9, 2024, 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 EMS Division Subsidiary 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 EMS Division Subsidiary Committee.

Liz Berry
1743 Miro Way, Rialto, CA 92376
909-356-2302
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 CONFIRE EMS Division Subsidiary Committee Meeting. (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 EMS Division Subsidiary Committee Meeting 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 EMS Division Subsidiary Committee Minutes of March 12, 2024

CHAIR REPORT

- a. Operations Section Update
- b. Admin. Section Update
- c. Planning Section Update
- d. Logistics Section Update
- e. Public Affairs

OLD BUSINESS

2. Ambulance Branding - **ACTION ITEM**
 - a. Public Based Ambulances

NEW BUSINESS

3. Consultant Agreement - Viewpoint Advocacy - **ADVISEMENT**
4. Dispatcher Positions - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

5. Review and update anticipated Litigation - Significant exposure to litigation
Government Code section 54956.9(d): AMR Lawsuit

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: May 14, 2024

POSTING:

This is to certify that on April 4, 2024, I posted a copy of the agenda:

- 1743 Miro Way, Rialto, CA
- on the Center's website which is www.confirer.org
- 25541 Barton Rd., Loma Linda, CA

/s/ Liz Berry

Liz Berry
Administrative Secretary I



EMS DIVISION SUBSIDIARY COMMITTEE MEETING

TUESDAY, MARCH 12, 2024 – 1:00 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

EMS DIVISION SUBSIDIARY COMMITTEE MEMBERS:

Apple Valley Fire Protection District – B.C. Matthew Dowland
 Chino Valley Independent Fire District – Chief Jeremy Ault
 Colton Fire Department – Fire Marshall Ray Bruno
 Loma Linda Fire Department – B.C. Nate Boucher
 Montclair Fire Department – Chief David Pohl
 Ontario Fire Department – **Vice Chair**, Chief Mike Gerken
 Rancho Cucamonga Fire District – Chief Augie Barreda
 Redlands Fire Department – EMS Coordinator Carly Cripe
 Rialto Fire Department – Chief Brian Park - *Absent*
 San Bernardino County Fire District – **Chair**, Chief Joe Barna
 Victorville Fire Department – Chief Bobby Clemmer
 City of Yucaipa – Chief Grant Malinowski

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 EMS Division Subsidiary 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. EMS Division Subsidiary 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 EMS Division Subsidiary Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

1. Approve EMS Division Subsidiary Committee Minutes of February 13, 2024

Motion to accept Consent item.

Motion by: Chief Jeremy Ault

Second by: Chief Mike Gerkin

Yes – 11

No – 0

Abstain – 0

Absent – 1

CHAIR REPORT

- a. Operations Section Update
- b. Admin. Section Update
- c. Planning Section Update
- d. Logistics Section Update
- e. Public Affairs

OLD BUSINESS

2. Paramedic School – Chief Joe Barna – **DISCUSSION ITEM**

Information provided on Crafton Hills College hybrid program that is accepting applications thru April 15, 2024.

NEW BUSINESS

3. Uniform recommendation – **ACTION ITEM**

This proposal has no fiscal impact to CONFIRE EMS and Mobile Health or CONFIRE. All expenses related to employee uniforms for single-function paramedics and EMT's are part and parcel of contracts or agreements with Priority Ambulance. The uniforms will display "Services Provided by Priority Ambulance" to meet compliance with the California Civil Code.

Motion to present employee uniform recommendations to the CONFIRE Administrative Committee for consideration.

Motion by: Carly Cripe

Second by: Chief Jeremy Ault

Yes – 11

No – 0

Abstain – 0

Absent – 1

4. Ambulance Branding – **ACTION ITEM**

This proposal has no fiscal impact to CONFIRE EMS and Mobile Health or CONFIRE. All expenses related to painting, wrapping, and labeling the fleet are part and parcel of contracts or agreements with Priority Ambulance or those entities providing public-base ambulances. All items under consideration meet contractual requirements and conform

to legal requirements. ICEMA has tentatively approved the fleet branding to conform with contractual requirements.

Motion to present Ambulance Branding recommendations to the CONFIRE Administrative Committee for consideration.

***Please note: Public branding of “San Bernardino County Emergency Services” to be tabled for further discussion.**

Motion by: Chief Grant Malinowski

Second by: Chief Mike Gerkin

Yes – 11

No – 0

Abstain – 0

Absent –1

5. PPGEMT – IGT Funding – **DISCUSSION**

CONFIRE EMS is committed to reinvesting Ground Emergency Medical Transportation (GEMT) dollars collected through the provision of services to Medi-Cal beneficiaries to strengthen the EMS system and give back to the community. CONFIRE plans to use GEMT funding to support the EMS system overall and healthcare innovations described in this proposal, thereby contributing to long-term system sustainability and future system advances. These funds are unique and not available to non-transport public providers.

As a PP-GEMT participating funding entity, CONFIRE has elected to make an intergovernmental transfer (IGT) to the Department of Health Care Services (DHCS) as a voluntary contribution to the non-federal share (NFS) of Medi-Cal expenditures for the PP-GEMT Program.

On February 28, 2024, the CONFIRE Board of Directors approved the mid-year budget which included the expenses for the Department of Health Care Services (DHCS) before the contract implementation. All payments after the contract will be included in the FY 24/25 budget.

The expenses for the DHCS invoice before the contract implementation are \$960.34 per quarter. It is anticipated based on assumptions that quarterly payments after contract implementation are estimated at \$3,500,000. The funding will be allocated from the EMS Fund (5020).

This report has been received by the EMS Subcommittee as advisement of action taken by the CONFIRE Board of Directors.

6. Computer Workstation Purchases – **ADVISEMENT**

On February 28, 2024, the CONFIRE Board of Directors approved the mid-year budget adjustment, which included \$50,000 for computers, office furniture, and other related supplies for the new positions in CONFIRE. The positions will be co-located at the CONFIRE/Priority Headquarters office building.

This report has been received by the EMS Subsidiary Committee as advisement of action taken by the CONFIRE Board of Directors.

7. Staff Vehicle Purchases – **ADVISEMENT**

On February 28, 2024, the Board of Directors approved the mid-year budget adjustment, which included \$300,000 for four (4) Ford Explorer staff vehicles. CONFIRE staff has begun the procurement process with a local dealer.

The fiscal impact is not to exceed \$300,000. The funding will be allocated from the EMS Fund (5020).

This report has been received by the EMS subcommittee as advisement of action taken by the CONFIRE Board of Directors.

ROUND TABLE

*Further discussion on ambulance branding. **No action to report.***

*Discussion on the upcoming Valley Dispatch Center Groundbreaking Ceremony and CONFIRE's increased footprint in the facility. **No action to report.***

CLOSED SESSION

None

ADJOURNMENT

Motion to adjourn the EMS Division Subsidiary Committee Meeting

The meeting adjourned at 1:54 p.m.

Upcoming Meetings:

Next Regular Meeting: April 9, 2024

 /s/ Liz Berry

Liz Berry

Administrative Secretary I



STAFF REPORT

DATE: April 3, 2024

FROM: Nathan Cooke
Interim Director

TO: EMS Subcommittee

SUBJECT: Public-Based Ambulance - Livery

Background Information

On December 5, 2023, the Board of Supervisors awarded CONFIRE EMS and Mobile Health the contract for ground ambulance services for eleven exclusive operating areas in the county, known as the comprehensive service area. Within CONFIRE’s proposal during the RFP process, the submittal of the fleet livery was required and, therefore, submitted as part of our comprehensive proposal.

Seventeen of our ambulances will be provided by our member and contract public-based fire departments and fire districts. These ambulances will follow their home agency look and badging while displaying the contract-compliant phrase “Emergency Medical Services of San Bernardino County.” In addition, these units will display the confire EMS and Moibile Health moniker with an accompanying phrase, “In Coordination with CONFIRE EMS – Mobile Health.”

The staff report being brought before you today for your consideration meets all contractual requirements and conforms to legal requirements. ICEMA has tentatively approved the fleet branding to conform with contractual requirements.

Fiscal Impact

This proposal has no direct cost to CONFIRE EMS and Mobile Health or CONFIRE. All expenses related to painting, wrapping, and labeling the fleet are part and parcel of agreements with those entities providing public-based ambulances.

Recommendation

It is recommended that the EMS Subcommittee review and discuss the proposed branding and livery option as presented and make recommendations for consideration by the CONFIRE Administrative Committee.

Fleet Branding

Public-Based Ambulance Mockups
04/03/2024





Public-Based Ambulance Example

- Emergency Medical Services of San Bernardino County
- CONFIRE EMS and Mobile Health Badging

**STAFF REPORT**

DATE: April 3, 2024

FROM: Nathan Cooke
Interim Director

TO: EMS Subcommittee

SUBJECT: Consultant Agreement – Viewpoint Advocacy

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 Public Information Officer (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.

Before the RFP award, CONFIRE utilized Kingsley Bogard for public affairs services to support the RFP process. Recently, CONFIRE staff structured a new contract directly with Kingsley Bogard's consultant, Viewpoint Advocacy, to closely integrate with CONFIRE's mission. Viewpoint Advocacy will support CONFIRE's operational objectives and uphold its commitment to transparency and accountability.

Fiscal Impact

The fiscal impact will not exceed \$72,000 for the next 12 months and is offset by reduced legal expenses. The funding will be allocated from the EMS Fund (5020).

Recommendation

It is recommended that the EMS Subcommittee receive this report as advisement of action taken by the CONFIRE Board of Directors.

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: Payment
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Business Associate Agreement

2. EFFECTIVE DATE AND TERM

- a. This Agreement will be effective on March 1, 2024 upon approval by the Administrative Committee and the Consultant’s designated representative (“Effective Date”).
- 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)

November 1, 2024 (“Initial Term”). CONFIRE may extend this Agreement on a month-to-month basis after November 1, 2024, 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. PAYMENT

Contractor shall receive payment, for Services satisfactory rendered pursuant to this Agreement, as specified in Exhibit B. (“Compensation”). Periodic 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. HIPAA BUSINESS ASSOCIATE AGREEMENT

The "Business Associate Agreement" is set forth in Exhibit E.

9. 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

10. LIMITATION OF LIABILITY

Other than as provided in this Agreement, CONFIRE's financial obligations under this Agreement shall be limited to the payment provided for 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

VP ADVOCACY

Date: March 29, 2024

Date: MARCH 29, 2024

By: Nathan Cooke

By: [Signature]

Print Name: Nathan Cooke

Print Name: Josh Candelaria

Its: Interim Director

Its: Consultant

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.
 - a. Perform all duties and functions related to serving as the Public Affairs Officer for the CONFIRE EMS Division Implementation Team.
 - b. Provide professional analysis, government relations and/or related services that is agreed upon by CONFIRE EMS and the Contractor.
 - c. Participate in, and attend, meetings and other relevant convenings that would assist with advancing CONFIRE EMS's objectives.
 - 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 EMS.
 - f. Maintain regular, timely, and relevant communication (written and verbal) with CONFIRE EMS.
 - g. Assist with review and analysis of local and state issues that may be of interest or have an impact on CONFIRE EMS's objectives.

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

For the services outlined in Exhibit A to this Agreement, Contractors' fee is Six Thousand Dollars (\$6,000) per month.

B. Payment

a. Schedule

- (1) To be billed in monthly installments
- (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. Payments shall be made within thirty (30) calendar days of the invoice date 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 or Contractor.** CONFIRE and Contractor may, at any time, with or without reason, terminate this Agreement and CONFIRE shall compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE or Contractor shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or CONFIRE or no later than three (3) days after the day of mailing by the terminating party, whichever is sooner.
 - b. **With Cause by CONFIRE or Contractor.** CONFIRE or Contractor may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by either Party; or
 - (2) any act by Contractor or CONFIRE exposing the other party to liability to others for personal injury or property damage; or
 - (3) A party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of party's insolvency.
- Written notice by CONFIRE or Contractor 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 and CONFIRE shall compensate Contractor only for services satisfactorily rendered to the date of termination. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
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. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 26. 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.

27. **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.

28. **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.

29. **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
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	1,000,000 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	Waived Waived
Professional Liability	1,000,000
Workers Compensation	Waived
Employer's Liability	Waived

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 insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.
- 2.4. 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 03, 2024

**FROM: Nathan Cooke
Interim Director**

TO: EMS Subcommittee

SUBJECT: Dispatcher Position Additions

Background Information

On December 5, 2023, the Board of Supervisors awarded CONFIRE EMS and Mobile Health the contract for ground ambulance services for eleven exclusive operating areas in the county, known as the comprehensive service area. CONFIRE EMS is scheduled to start ground ambulance transportation services on October 1, 2024. To meet the contract's response time obligations, CONFIRE EMS will create a high-performance EMS system using complex System Status Management (SSM) plans for each hour of the day, totaling 168 custom plans per week.

SSM plans use specialized custom deployment plans derived from predictive demand models to determine how many ambulances are required and where these ambulances should be located by the time of day and day of the week. These plans are then operationally executed using sophisticated decision support technology to provide high-performance EMS services to the EOA service area using peak-load staffing schedules that match the number of staffed ambulances to the demand patterns.

Recognizing the crucial need for efficient coordination within our ambulance system, staff proposes adding five Full-Time Employee (FTE) Dispatcher positions to fulfill the Ambulance System Status Coordinators role. These coordinators will play a pivotal role in ensuring seamless communication and coordination among emergency response units, hospitals, and other healthcare facilities. The current dispatching staff cannot handle the increased workload of managing the SSM plan.

Fiscal Impact

The fiscal impact of this recommendation is estimated to be \$543,300 for five (5) FTE dispatcher positions. The funding will be allocated from the EMS Fund (5020).

Recommendation

It is recommended that the EMS Subcommittee recommend the addition of five (5) FTE Dispatcher positions to the CONFIRE Administrative Committee.