

ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JUNE 25, 2024 – 1:30 PM LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, June 25, 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 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

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 May 28, 2024
- 2. CONFIRE Operations Statement as of May 31, 2024
- 3. Fund Balance Report as of May 30, 2024
- 4. YTD Call Summary
- YTD Answering Times
- 6. Billable Incidents
- Call Processing Time Analysis May 2024
- 8. EMD-ECNS Performance Standards May 2024
- 9. Contract Nurse Manager
- 10. Contract with EMK Consultants

DIRECTOR REPORT

- a. Staffing Update
- b. EMD Coordinator
- c. ECNS Nurse Manager
- d. CAD Down/Central Square Upgrade Update

COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates Blessing Ugbo
- b. Ops Chief Committee Report Chief Barreda
- c. CAD to CAD Mike Bell

SUBSIDIARY COMMITTEE REPORTS

- a. Annual Charges Sub-Committee Update Chief Peratt
- b. EMS Sub-Committee Update Chief Barna

NEW BUSINESS

- 11. ECNS Permanent Positions ACTION ITEM
- 12. Job Title and Salary and Benefit Change for Fiscal/Budget/Contract Manager position ACTION ITEM

ROUND TABLE

CLOSED SESSION

- 13. Review and update anticipated Litigation Significant exposure to litigation Government Code section 54956.9(d): AMR Lawsuit
- 14. Personnel Matter Public Employment Government Code section 54957(b): Title: Executive Director

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: July 23, 2024, at 1:30 p.m.

POSTING:

This is to certify that on June 18, 2024, I posted a copy of the agenda:

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

/s/ Liz Berry

Liz Berry

Clerk of the Board



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, MAY 28, 2024 – 1:30 PM LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Dan Harker/Chair, Loma Linda Fire Department - Absent

Chief Rich Sessler/Vice-Chair, Redlands Fire Department

Chief Buddy Peratt, Apple Valley Fire Protection District

Chief Jeremy Ault, Chino Valley Fire District

Chief Ray Bruno, Colton Fire Department

Chief Mike McCliman, Rancho Cucamonga Fire Department

Chief Paul Truffa, 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

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.

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 April 30, 2024.
- 2. CONFIRE Operations Statement as of April 30, 2024

- 3. Fund Balance Report as of April 30, 2024
- 4. YTD Call Summary
- 5. YTD Answering Times
- Billable Incidents
- 7. Call Processing Time Analysis April 2024
- 8. EMD-ECNS Performance Standards April 2024
- 9. Sole Source purchase for Peraton Inc. for CAD-to-CAD project
- 10. ICEMA ImageTrend Data Agreement
- 11. Interim Director Agreement
- 12. Contracts for Extra-Help Public Service Employees
- 13. Contract Extension Mat Fratus Consulting

Motion to accept Consent items 1-9 and 11-13

*Item 10 was pulled for further discussion, please see below.

Motion by: Chief Bertral Washington Second by: Chief Mike McCliman

Yes - 7 No - 0

Abstain – 1 Chief Jeremy Ault abstained from Consent item 1 only

Absent – 1, Chief Dan Harker

*Item 10 was pulled for further discussion.

Chief Joe Barna reported out on the ICEMA ImageTrend Data Agreement. Advised the Administrative Committee that the MOU will be in place for 10 years.

Motion to approve Consent item 10

Motion by: Chief Mike McCliman Second by: Chief Jeremy Ault

Yes – 8 No – 0 Abstain – 0

Absent – 1, Chief Dan Harker

DIRECTOR REPORT

- a. Use of ICEMA contracted ambulances for Non-Emergent Transport ECNS calls
- b. Valley Dispatch Center Update
- c. Communications Director Update
- d. MIS Director Recruitment
- e. ECNS Financing/Staffing Update

COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates Blessing Ugbo *No update.*
- b. Ops Chief Committee Report Chief Barreda
 - Discussion on open dispatch-after action
 - Mike McMath presented Tablet Command on the mobile app. Resolution found after discussion.
 - Upstaging policy was formalized and will be put in writing for all.
- c. CAD to CAD Mike Bell
 - Good progress with Cal Fire San Bernardino
 - Ontario working on technical issues, slow but steady progress

SUBSIDIARY COMMITTEE REPORTS

- a. Annual Charges Sub-Committee Update Chief Peratt

 New burn permit program seems to be a success. He will provide a more complete report in the coming months.
- b. EMS Sub-Committee Update Chief Barna
 - IMT (Ambulance Implementation Team) presented a status report.
 - \$2,000,000 loan to Fund 5020 (EMS) from Fund 5010 (Reserve) was brought forward from the EMS subcommittee.
 - Implementation Fund draft agreement will be presented next month after legal review.

NEW BUSINESS

14. \$2,000,000 loan to Fund 5020 (EMS) from Fund 5010 (Reserve) - **ACTION ITEM**To begin providing ambulance services effective October 1, 2024, as required per the agreement with the County of San Bernardino, CONFIRE's EMS division will need funding to incur start-up costs for salaries and benefits for support staff. Fund 5010 (Reserve) will provide Fund 5020 (EMS) a loan not to exceed \$2,000,000.

The loan will be used by the EMS Division to fund the startup cost related to hiring support staff and the respective personnel salaries, as well as the cost associated with the first 90-days of operations for the County of San Bernardino Ground Ambulance contract.

The funds will be transferred from Fund 5010 to Fund 5020 once it is approved by the Administrative Committee. There will be zero interest charged to Fund 5020 for this loan and the loan must be repaid within two years from the date of transfer.

Motion to authorize a loan from Fund 5010 (Reserve) to Fund 5020 (EMS) in the amount of \$2,000,000.

Motion by: Chief Mike McCliman Second by: Chief Buddy Peratt

Yes - 8 No - 0 Abstain – 0 Absent – 1, Chief Dan Harker

15. Adopting Dispatch Processing Time Standards - ACTION ITEM

Staff recommends that CONFIRE adopt call processing goals that are based on severity of the call and the center's capacity to process calls with accuracy and consistency.

An ad hoc committee of CONFIRE staff developed goals using industry best practices, broader organizational goals, and historical data. The call processing time goals are aligned with the potential severity of each category of calls, the complexity of processing these calls, and the capacity of the communications center to handle call volumes and surges. The committee felt that one of the key elements of continuous improvement will be to monitor the center's performance, make necessary adjustments to the process, and give regular feedback to individual dispatchers on their performance. As more attention is given to these areas it is expected the center will meet the established goals.

There are no direct fiscal impacts associated with adopting the recommendations.

Motion to adopt 911 call pickup and call processing time goals for CONFIRE communication center as outlined.

Motion by: Chief Bobby Clemmer Second by: Chief Mike McCliman

Yes - 8 No - 0 Abstain – 0 Absent – 1, Chief Dan Harker

16. XBO Emergency Command Center Chief Position – **ACTION ITEM**

On June 27, 2023, the Administrative Committee approved an agreement with the City of Colton for Battalion Chief Henry Perez to perform the duties of XBO Emergency Command Chief for CONFIRE from September 12, 2023 to September 16, 2024 for \$230,210. Chief Perez has notified CONFIRE of his intent to retire effective June 28, 2024. During the April 30, 2024 Administrative Committee meeting a discussion

regarding the need to fill this position by one of the member agencies resulted in no member agencies being able to provide a staff member for these duties at this time.

It is recommended that the Administrative Committee approve the addition of a full-time XBO Emergency Command Center (ECC) Chief position effective July 1, 2024.

The fiscal impact for this position is \$299,000, adequate appropriation has been included in the approved 2024-25 budget.

Motion to approve the addition of a full-time XBO Emergency Command Center (ECC) Chief position effective July 1, 2024.

Motion by: Chief Buddy Peratt

Second by: Chief Bertral Washington

Yes - 8 No - 0 Abstain – 0

Absent – 1, Chief Dan Harker

17. Ambulance Implementation (IMT) – **DISCUSSION ITEM**

Discussed activating agencies EOC's prior to the Oct. 1 go live date and what this would look like. The goal is to be prepared for any scenario that may occur.

Conversation came up regarding the possibility of needing to activate earlier. Bringing the incident management team in 72 hours before to obtain a fluid transition. Also discussed starting in august to look at all situations that could occur. Was recommended that all agencies upstaff before the go live date.

This is the biggest planned event taking place in the county, we must cross check and validate our answers. We are calling in all subject matter experts, pre and post go live date, EOC's, ICEMA, all teams standing ready.

ROUND TABLE

None

CLOSED SESSION

*The Administrative Committee entered Closed Session at 2:40 p.m.

- 18. Review and update anticipated Litigation Significant exposure to litigation to Government Code section 45956.9(d): AMR Lawsuit
- 19. Personnel Matter Public Employment Government Code section 54957(b): Title: Executive Director

*The Administrative Committee came out of Closed Session at 3:04 p.m. No reportable action taken during closed session.

ADJOURNMENT

Clerk of the Board

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 3:05 p.m.

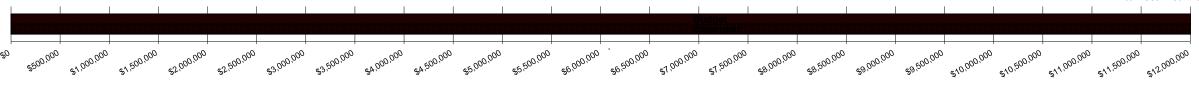
Upcoming Meetings:	
Next Regular Meeting: June 25, 20	024, at 1:30 p.m.
/s/ Liz Berry	
Liz Berry	

OPERATIONS FUND 5008 Audited MONTHLY SUMMARY FY 2023-24

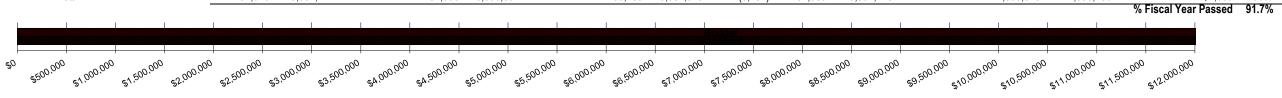


Item 2.

					3 PP							3 PP	Total YTD	2023/24	Bud - Exp	
<u>Expenditures</u>	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Expended	Budget	Difference	% Used
Salary/Benefits	603,081	499,711	578,886	653,923	856,459	595,259	569,706	344,081	563,352	714,521	855,771		6,834,752	8,638,592	\$1,803,840	79.1%
Overtime/Call Back	32,907	27,470	29,306	29,115	41,389	29,258	28,476	28,977	27,528	28,149	47,672	-	350,248	46,000	-\$304,248	
Phone/Circuits/Internet	16,340	31,491	40,356	35,047	34,404	35,143	41,955	26,288	54,023	29,673	45,860	-	390,579	450,337	\$59,758	86.7%
County IS/Data Services/Counsel	12,596	(3,443)	3,407	4,008	1,603	1,218	2,054	6,538	1,505	1,218	2,014	-	32,718	61,926	\$29,208	
Radio/Pager, Console Maint	-	46,538	41,673	41,701	41,701	42,357	43,108	39,616	44,594	48,032	44,244	-	433,565	534,989	\$101,424	81.0%
Computer Software	53,355	1,193,865	44,997	21,357	8,484	398,062	417,700	3,504	(9,156)	52,593	275,911	-	2,460,672	2,379,133	(\$81,539)	
Computer Hardware	-	96	744	8,547	186	(8,553)	119	323	1,314	-	(97)	-	2,678	15,250	\$12,572	17.6%
Office Exp/Copier Lease	3,126	7,624	2,338	4,347	6,451	4,801	7,164	11,754	6,746	2,612	10,439	-	67,402	111,795	\$44,393	60.3%
Insurance/Auditing	128,891	12,535	-	27,864	12,000	2,163	8,792	(5,855)	-	-	-	-	186,390	188,997	\$2,607	98.6%
Payroll/HR/Medical Director	4,917	72,091	46,583	31,657	23,585	18,939	36,357	474,440	185,003	30,702	158,740	-	1,083,015	1,398,230	\$315,215	77.5%
Travel/Training	3,549	(1,158)	3,446	684	845	2,697	1,204	165	2,708	283	1,951	-	16,373	95,000	\$78,627	17.2%
Auto/Structure/Fuel	-	1,388	1,582	1,555	1,474	1,872	1,776	1,506	1,271	2,565	2,744	-	17,733	59,232	\$41,499	29.9%
Other/HDGC Rent/Equip Trans	15,510	8,620	14,134	14,523	27,646	1,864	14,547	13,456	11,751	13,091	2,347,828	-	2,482,971	251,035	(\$2,231,936)	
Total	874,271	1,896,828	807,452	874,329	1,056,227	1,125,080	1,172,956	944,795	890,640	923,440	3,793,078	-	14,359,096	14,230,516	-\$128,579	
									-						% Fiscal Year Passed	91.7%



Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference % Rcvd
Services	-	3,466,357	-	-	3,503,537	-	26	3,534,918	(6,431)	15	3,592,448	=	14,090,871	14,255,214	\$164,343 99%
Interest	37,546	(37,546)	-	38,217	-	-	39,707	-	-	51,938	-	-	129,862	-	(\$129,862)
Other		103,433	-	14,179	-	-	-	-	-	-	-	-	117,611	81,522	(\$36,089)
Total	37,546	3,532,244	-	52,396	3,503,537	-	39,733	3,534,918	(6,431)	51,953	3,592,448	-	14,338,345	14,336,736	-\$1,609 100%



1 of 1



FY 2023-2024 Audited Fund Balance Report as of May 30, 2024

Operations Fund (5008)			
Audited Fund Balance 7/1/23		\$	3,906,214
		•	-,,
Revenue	14,338,345		
Expenditures	(12,028,759)		2 200 596
Net			2,309,586
Board Approved April 2024			
Transfer-to from Fund 5008 - Replenish 25%	(137,784)		
Transfer-to from Fund 5008 - For Loan to Fund 5020	(2,000,000)		
Transfer-to from Fund 5008 - Retain as additional Resource_ Net Transfers In/Out	(192,553)		(2 220 227)
Total Fund Balance		\$	(2,330,337) 3,885,463
		Ť	5,000,000
*FY 2023-24 Operating costs 10% is \$1,425,877 Per Board Policy			
Equipment Reserve Fund (5009)			
Audited Fund Balance 7/1/23		\$	2 220 217
Addited Fund Balance 1/1/23		Ф	2,329,317
Revenue	703,374		
Expenditures	(833,479)		
Net			(130,105)
Total Fund Balance		\$	2,199,212
General Reserve Fund (5010)			
Audited Fund Balance 7/1/23		\$	6,450,620
	074 440		
Revenue	874,449		
	(054.004)		
Expenditures Grant Funds Due to CAD to CAD	(854,861)		
Grant Funds Due to CAD to CAD Net	(854,861)		19,588
Grant Funds Due to CAD to CAD	(854,861)		19,588 6,470,208
Grant Funds Due to CAD to CAD Net Total Fund Balance Board Approved Transfers	<u></u>		
Grant Funds Due to CAD to CAD Net Total Fund Balance Board Approved Transfers Transfer-In from Fund 5008 - Replenish 25%	137,784		
Ret Total Fund Balance Board Approved Transfers Transfer-In from Fund 5008 - Replenish 25% Transfer-In from Fund 5008 - For Loan to Fund 5020	137,784 2,000,000		
Grant Funds Due to CAD to CAD Net Total Fund Balance Board Approved Transfers Transfer-In from Fund 5008 - Replenish 25%	137,784		6,470,208
Ret Total Fund Balance Board Approved Transfers Transfer-In from Fund 5008 - Replenish 25% Transfer-In from Fund 5008 - For Loan to Fund 5020 Transfer-In from Fund 5008 - Retain as additional Resource	137,784 2,000,000		6,470,208 2,330,337
Ret Total Fund Balance Board Approved Transfers Transfer-In from Fund 5008 - Replenish 25% Transfer-In from Fund 5008 - For Loan to Fund 5020 Transfer-In from Fund 5008 - Retain as additional Resource Total Fund Balance	137,784 2,000,000	\$	6,470,208
Ret Total Fund Balance Board Approved Transfers Transfer-In from Fund 5008 - Replenish 25% Transfer-In from Fund 5008 - For Loan to Fund 5020 Transfer-In from Fund 5008 - Retain as additional Resource	137,784 2,000,000	\$	6,470,208 2,330,337
Net Total Fund Balance Board Approved Transfers Transfer-In from Fund 5008 - Replenish 25% Transfer-In from Fund 5008 - For Loan to Fund 5020 Transfer-In from Fund 5008 - Retain as additional Resource Total Fund Balance Reserve for CIP	137,784 2,000,000 192,553	\$	6,470,208 2,330,337 8,800,544.66
Restricted Fund Balance Net Total Fund Balance Board Approved Transfers Transfer-In from Fund 5008 - Replenish 25% Transfer-In from Fund 5008 - For Loan to Fund 5020 Transfer-In from Fund 5008 - Retain as additional Resource Total Fund Balance	137,784 2,000,000 192,553		6,470,208 2,330,337

*FY 2023-24 Operating costs 25% is \$3,564,692



FY 2023-2024 Audited Fund Balance Report as of May 30, 2024

Term Benefits Reserve Fund (5011)	
Audited Fund Balance 7/1/23	\$ 1,854,273
Revenue 327,2	
Expenditures (398,5)	5 <u>15)</u> (71,271)
Net Transfers In/Out Total Fund Balance	\$ 1,783,002
CAD-to-CAD Project Special Revenue Fund (5019)	
CAD-to-CAD Project Special Revenue Fund (5019)	
Audited Fund Balance 7/1/23	\$ 315,785
Revenue 14,5	
Expenditures (9,4)	<u>414)</u> 5,167
Net Transfers In/Out	-
Total Fund Balance	\$ 320,952
Emergency Medical Service Division Enterprise Fund (5020)	
Audited Fund Balance 7/1/23	\$ 1,124,165
Revenue 35,8	
Expenditures (677,2	
Net Net Transfers In/Out	(641,420)
Available Fund Balance	\$ 482,745



Call Summary CONFIRE/Comm Center

From:

1/1/2024

1743 W Miro Way

To:

5/31/2024

County: San Bernardino

Period

Month

Year:

Group: Call Type:

2024

Abandoned Filters:

Include Abandoned

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-24	18354	22	18376	0.12%	11742	359	12101	14670	5227	83	19980	50457	121.2
Feb-24	16567	41	16608	0.25%	11210	373	11583	14462	5171	94	19727	47918	121.2
Mar-24	17211	53	17264	0.31%	11325	375	11700	14701	5513	88	20302	49266	123.7
Apr-24	17537	25	17562	0.14%	11613	382	11995	15389	5447	102	20938	50495	122.9
May-24	18959	62	19021	0.33%	12081	528	12609	15925	5618	162	21705	53335	119.8
2024 Totals	88628	203	88831	0.23%	57971	2017	59988	75178	27562	552	103292	252111	123.1
2023 Totals	86886	314	87200	0.36%	59592	1990	61582	76852	23132	483	100467	249249	109.1



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376 County: San Bernardino

> Month - Year: 1/1/2024 - 5/31/2024

Agency Affiliation Fire

From:

To:

1/1/2024

5/31/2024

Period Group: Month

Time Group: 60 Minute

00:00 - 23:59 Time Block:

Call Type: 911 Calls

	Answer Times In Seconds													
Call Hour	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total						
January 2024 Total	17,259	487	188	319	75	45	3	18,37						
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.009						
% answer time ≤ 15 seconds	96.57%				- n									
% answer time ≤ 40 seconds	99.33%				1 - 2 -		STATE OF	35-7						
February 2024 Total	15,685	388	174	253	74	33	1	16,60						
% answer time ≤ 10 seconds	94.44%	2.34%	1.05%	1.52%	0.45%	0.20%	0.01%	100.009						
% answer time ≤ 15 seconds	96.78%				100									
% answer time ≤ 40 seconds	99.35%		REPLACE.											
March 2024 Total	16,504	281	167	246	53	12	1	17,26						
% answer time ≤ 10 seconds	95.60%	1.63%	0.97%	1.42%	0.31%	0.07%	0.01%	100.009						
% answer time ≤ 15 seconds	97.23%													
% answer time ≤ 40 seconds	99.62%													
April 2024 Total	16,779	316	161	212	61	33	0	17,56						
% answer time ≤ 10 seconds	95.54%	1.80%	0.92%	1.21%	0.35%	0.19%	0.00%	100.009						
% answer time ≤ 15 seconds	97.34%													
% answer time ≤ 40 seconds	99.46%	-1-1												
May 2024 Total	17,044	653	361	636	224	95	8	19,02						
% answer time ≤ 10 seconds	89.61%	3.43%	1.90%	3.34%	1.18%	0.50%	0.04%	100.009						
% answer time ≤ 15 seconds	93.04%													
% answer time ≤ 40 seconds	98.28%													
						77 37 LS	The second	3 7 5						
Year to Date 2024 Total	83,271	2,125	1,051	1,666	487	218	13	88,83						
% answer time ≤ 10 seconds	93.74%	2.39%	1.18%	1.88%	0.55%	0.25%	0.01%	100.009						
% answer time ≤ 15 seconds	96.13%													
% answer time ≤ 40 seconds	99.19%													
Year to Date 2023 Total	80,853	2,583	1,360	1,788	425	183	8	87,20						
% answer time ≤ 10 seconds	92.72%	2.96%	1.56%	2.05%	0.49%	0.21%	0.01%	100.009						
% answer time ≤ 15 seconds	95.68%													
% answer time ≤ 40 seconds	99.29%													

Jurisdiction	# of Incidents	% of Total		
San Bernardino County	54,116	52.99%		
VictorvilleFD	9,621	9.42%		
RanchoCucamonga	7,492	7.34%		
ChinoValleyFD	5,676	5.56%		
AppleValley	5,213	5.10%		
Rialto	4,936	4.83%		
Redlands	4,759	4.66%		
Colton	3,166	3.10%		
MontclairFD	2,083	2.04%		
Loma Linda	1,803	1.77%		
Big Bear Fire	1,593	1.56%		
San Manuel FD	890	0.87%		
Baker Ambulance	451	0.44%		
Running Springs	207	0.20%		
Road Department	119	0.12%		
Total	102,125	100%		
BDC Division	# of Incidents	% of Total		
East Valley	18,751	34.65%		
Fontana	8,686	16.05%		
Valley	7,379	13.64%		
Hesperia	5,407	9.99%		
South Desert	4,997	9.23%		
North Desert	4,865	8.99%		
Adelanto	2,075	3.83%		
Mountain	1,956	3.61%		
Total	54,116	100%		

CONFIRE 911 Call Processing Time Analysis May 2024



May 2024

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communications center	
Figure 2: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System. Figure 3: EMS Call Pickup to First Unit Assigned. Includes all Emergency Call Types, and Calls With and	3
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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	
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Figure 8: Fire/Rescue Call Pickup to Queue	6
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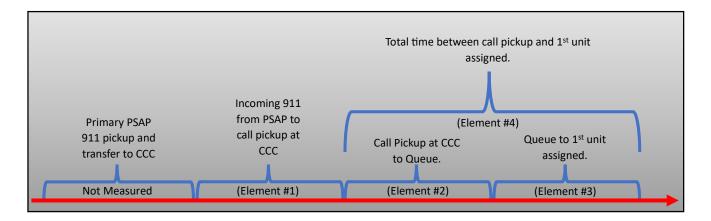
CONFIRE Emergency Call Processing Times.

May 2024

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 and emergency 911 call is answered by a CCC dispatcher to the time when the first responding unit is alerted and assigned to the call.

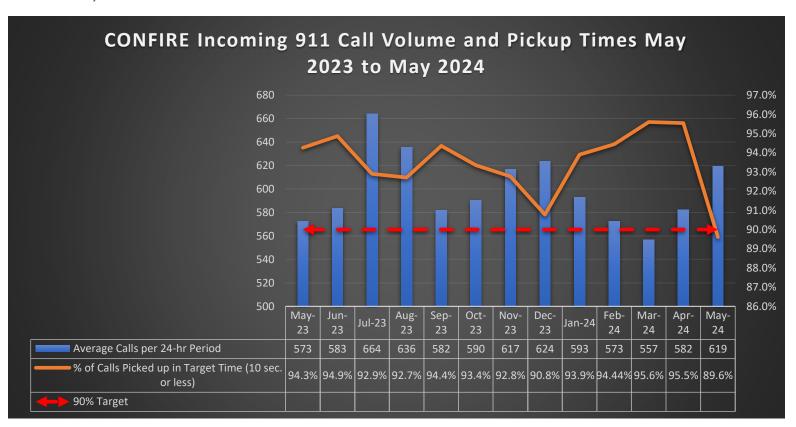
Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.



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: CONFIE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System.



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 1221and 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.

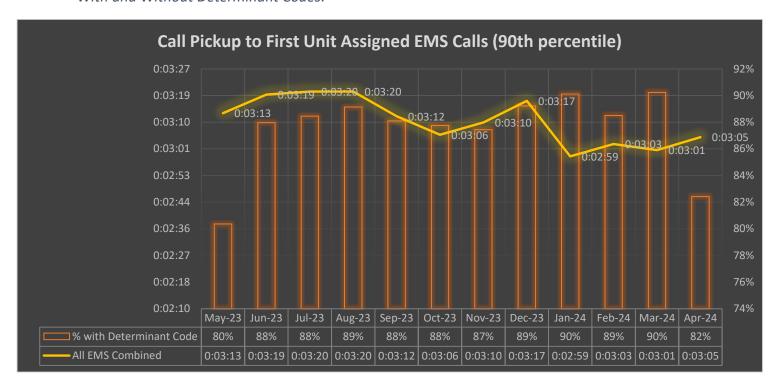


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

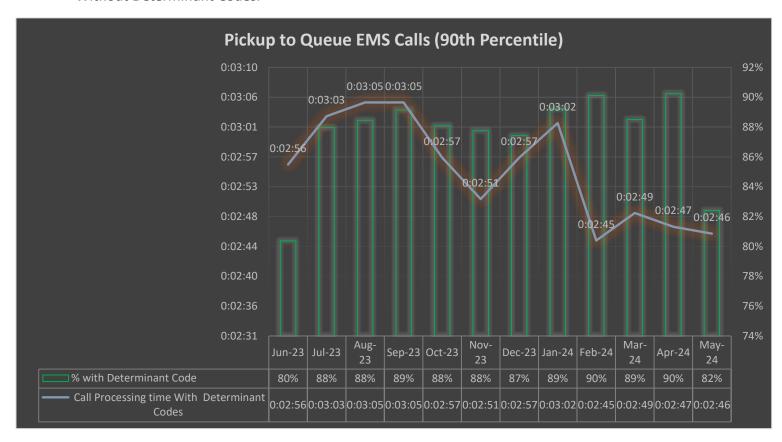


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

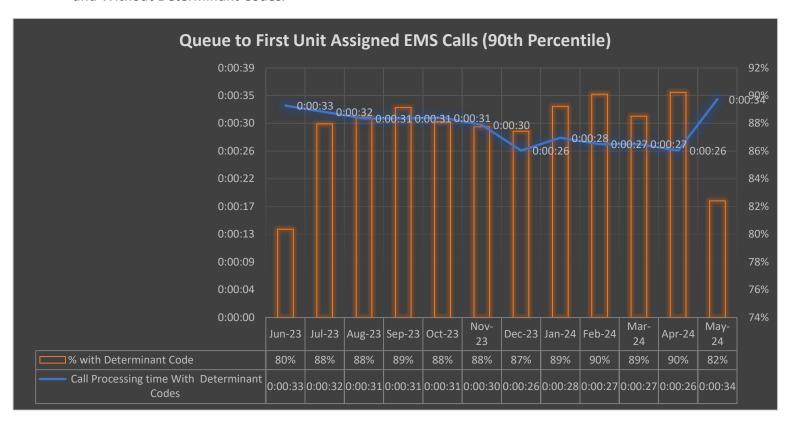
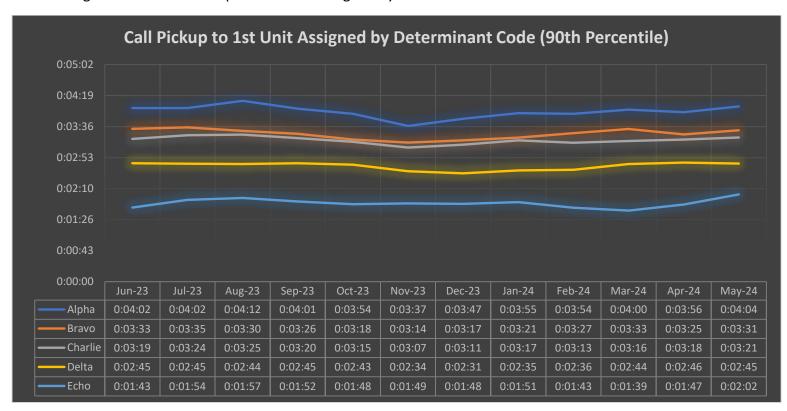


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



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.

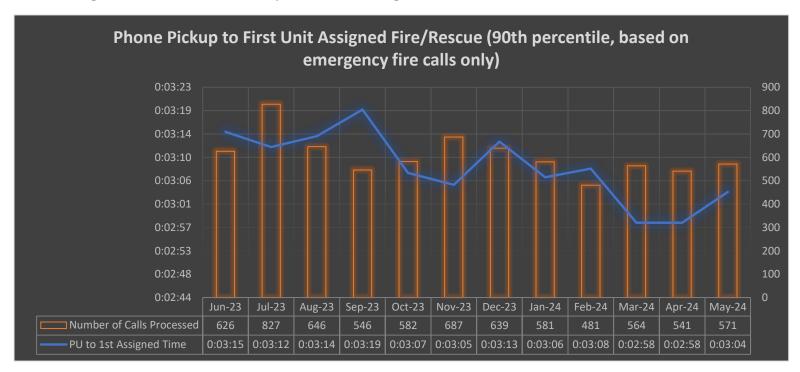


Figure 8: Fire/Rescue Call Pickup to Queue.

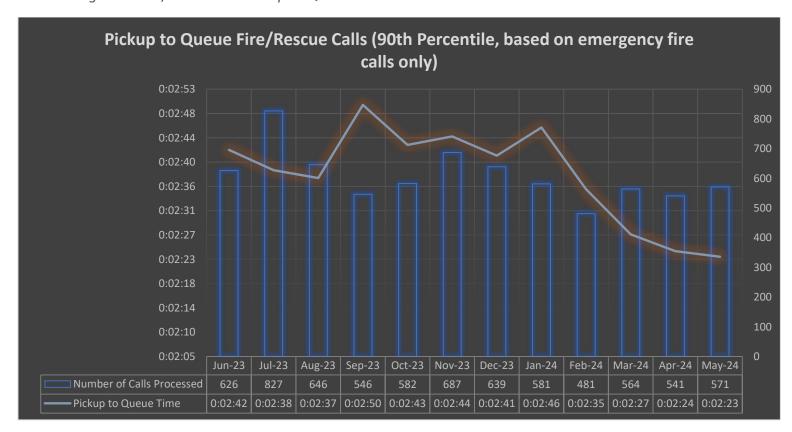


Figure 9: Fire/Rescue Queue to First Unit Assigned.

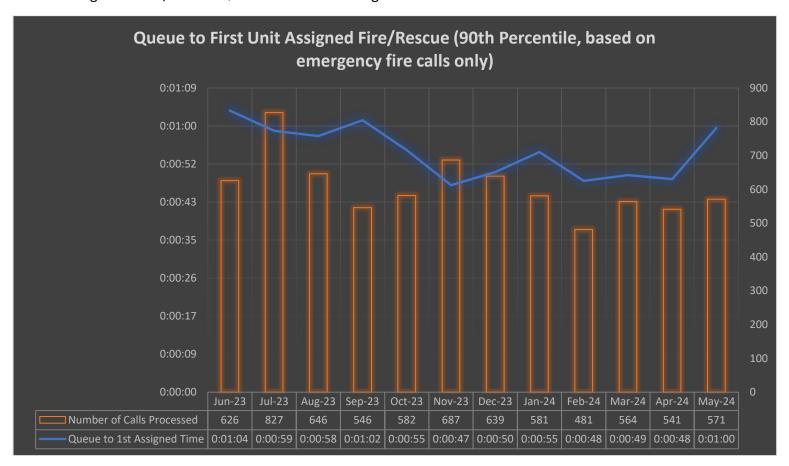


Table 1: EMS 911 calls for service and EMD completion for May 2024

<u> </u>	
Total Emergency EMS Calls Processed	
	18,126
Total EMS Calls with Obtainable Determinant Code	
	13,717
Total EMS Calls (EMD Obtainable) with Determinant Code	
, ,	11,413
% of EMS Calls with Determinant Code	83.2%

Table 2:ECNS eligible calls and status of transfers to Emergency Communication Nurse (ECN) for May 2024.

Total Calls Eligible for ECNS:	1,392
% of EMS calls with Determinant Code Eligible for ECNS	12%
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	418
% of Eligible EMS Calls Transferred to ECNS	30.0%
% of Total EMS Calls Transferred to ECNS	2.3%



STAFF REPORT

DATE: June 28, 2024

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director

TO: Administrative Committee

SUBJECT: Contract for Emergency Communication Nurse System Nurse Manager

Recommendation

Approve a contract for a Nurse Manager for the Emergency Communications Nurse System (ECNS) program from July 1, 2024, to June 30, 2025.

Background Information

CONFIRE utilizes employment contracts in various capacities to augment staffing as needed. CONFIRE has the need to contract with Leslie Parham for Emergency Communications Nurse System Nurse Manager duties from July 1, 2024, to June 30, 2025. These duties include, but are not limited to:

- On-boarding of new ECNS Call-Takers (Nurses)
- Implementation of ECNS Business Plan
- Oversee EMD and EMD Q programs
- Work with stakeholders and management on the financial viability of the program
- Program assessment and development and implementation of program improvement strategies

In addition to the job functions listed above, this extra help position may act as an Agency Liaison to ensure the needs of the ECNS program are being met. CONFIRE recommends contracting with Leslie Parham due to her extensive institutional knowledge of the ECNS program, which is critical to the efficient and effective operation of CONFIRE, and the support provided to other agencies.

Either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party.

Fiscal Impact

The total contract cost is \$42,198 based on the hourly rate of \$81.15 for ten hours a day for one day a week. This cost will be funded by American Rescue Plan Act funds received from San Bernardino County.

CONFIRE has requested additional ARPA funding from the County to secure funding for the program through December 2026. CONFIRE Staff are also working on securing funding from the Payors (insurance companies) to help offset staffing costs. It is estimated that the payors will provide 50% of the overall funding for the program moving forward. If CONFIRE cannot secure additional ARPA funding and/or funding from the payors, it is recommended that funds from 5020 (EMS) be used and if those funds do not materialize, it is recommended that 5008 (Operations) be used to fund the ECNS program including contract costs for Leslie Parham, for the remainder of the FY 24-25 budget. Staff will return to the Administrative Committee to make a formal request for funding.

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

Contract Number			
SAP Number			

Consolidated Fire Agencies Joint Powers Authority

Department Contract Representative
Telephone Number
Contractor
Contractor Representative
Telephone Number
Contract Term
Contract Term
Original Contract Amount
Total Contract Amount
Cost Center

Damian Parsons
909-365-2502
Leslie Parham

July 1, 2024-June 30, 2025

\$42,198

THIS CONTRACT is entered into in the State of California by and between CONFIRE, and (Leslie Parham) referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Consolidated Fire Agencies Joint Powers Authority (CONFIRE JPA) desires to obtain the services of CONTRACTOR on the terms and conditions set forth in this Contract, and

WHEREAS, CONTRACTOR has the skills and knowledge necessary to provide services for CONFIRE JPA;

WHEREAS, CONFIRE JPA desires that such services be provided by CONTRACTOR and CONTRACTOR agrees to perform these services as set forth below;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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II.	Conflict of Interest	3
III.	Code of Conduct	3
IV.	Contract Term	3
V.	Compensation of Contractor	4
VI.	General Provisions Relating to Contractor	6
VII.	Conclusion	7

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as an Emergency Communications Nurse System (ECNS) Manager with CONFIRE JPA. CONTRACTOR shall work cooperatively with CONFIRE JPA staff under the direction of the Communications Director.

CONTRACTOR shall perform a broad range of responsibilities including, but not limited to, the following:

- A. CONTRACTOR shall perform lead duties in the recruiting and on-boarding of ECNS staff.
- B. CONTRACTOR shall implement the ECNS business plan and assess the program's performance and revise the business plan as needed.
- C. CONTRACTOR shall develop and/or modify ECNS program protocols, policies and procedures as needed.
- D. CONTRACTOR shall work with stakeholders and management on the financial viability of the ECSN program.
- E. CONTRACTOR shall oversee the EMD and EMD Q programs.
- F. CONTRACTOR shall participate in mandatory training to support the quality improvement process as it pertains to the ECN and EMD programs.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict-of-Interest policy of the Personnel Rules for Board-Governed Special Districts as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active CONFIRE JPA employment providing such acts do not constitute a conflict of interest as defined herein. CONTRACTOR is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to CONFIRE JPA employment.

III. CODE OF CONDUCT

As a condition of employment, Contractor does hereby agree to follow and uphold the Code of Conduct provided by CONFIRE JPA, including adherence to Elections Code, policies and procedures, and other regulations and mandates.

IV. CONTRACT TERM

This Contract shall be effective July 1, 2024, through June 30, 2025, subject to the termination provisions of this Paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by CONFIRE JPA. CONTRACTOR

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shall serve at the pleasure of CONFIRE JPA's Appointing Authority, or designee, who shall the full authority and discretion to exercise CONFIRE JPA's rights under this contract.

V. COMPENSATION OF CONTRACTOR

A. Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the CONFIRE JPA's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for services required hereunder. This Contract supersedes any prior CONFIRE JPA employment contract of Contractor. <u>DEFERRED COMPENSATION</u>

Contractor shall participate in San Bernardino County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan. Contractor shall contribute 7.5% of the Contractor's biweekly gross earnings. Contractor's contributions shall be automatically deducted from Contractor's earnings. Maximum contributions shall be 7.5% of Contractor's maximum covered wages in lieu of Social Security.

B. <u>LEAVE PROVISIONS</u>

CONFIRE JPA shall provide for the use of annual paid Sick leave up to five (5) days or forty (40) hours in a twelve (12) month period, whichever is greater, in accordance with the California Healthy Workplaces, Healthy Families Act.

C. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where CONFIRE JPA provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

D. MEDICAL PLAN COVERAGE

In compliance with the Patient Protection and Affordable Care Act (PPACA), if Contractor is scheduled to work more than 30 or more hours per week, Contractor may enroll in medical plan coverage under the County-sponsored Bronze plan. Medical coverage is limited to the County's Bronze Plan and enrollment in the plan is voluntary and at the Contractor's own expense. Contractor may elect to decline this coverage by completing a declination agreement for essential health plan coverage.

E. OVERTIME

Contractor may work overtime during emergency coverage periods as authorized by CONFIRE's Appointing Authority, or designee.

Contractor is eligible to receive overtime, defined as all hours actually worked, in excess of eighty (80) hours during a pay period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes.

Contractor, authorized by CONFIRE JPA's Appointing Authority, or designee, to work overtime, shall be compensated at straight time compensating time off. Payment at the Contractor's base rate of pay shall automatically be paid for any compensating time off.

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accumulated in excess of eighty (80) hours, or for any hours on record immediately plearmination of employment.

Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

F. PAYMENT

Contractor shall be paid bi-weekly for hours actually worked according to the procedures established by County's Auditor/Controller/Treasurer-Tax Collector.

G. SALARY RATE

Contractor shall be compensated for services at a rate of \$81.15 per hour commensurate with duties. Contractor shall not exceed eighty (80) hours per pay period unless expressly authorized. Contractor does not gain probationary or regular status during the term of this Contract.

H. RATE ADJUSTMENTS

Adjustments to the Salary Rate shall be effective only upon the execution of a written amendment to this Master contract.

I. SERVICE AND BENEFITS UPON TERMINATION

Contractor Separated from CONFIRE JPA Service

Upon separation from CONFIRE JPA employment, unused Sick leave shall be forfeited.

Contractor to Regular CONFIRE Employment

In the event this Contract is terminated because Contractor is appointed to a regular CONFIRE JPA position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable MOU or ordinance in effect at the time Contractor is appointed to a regular CONFIRE JPA position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU, ordinance, or Compensation Plan.

At the sole discretion of the Appointing Authority of CONFIRE JPA in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU, ordinance, or Compensation Plan for the bargaining unit or group associated with the position hired into. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from CONFIRE JPA Service" above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the CONFIRE JPA without a break in service, at the sole discretion of the Appointing Authority of CONFIRE JPA in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance.

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with the applicable MOU, ordinance, or Compensation Plan for the bargaining unit or associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from CONFIRE JPA Service" above.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. CLASSIFICATION

Contractor will not attain regular status in this position, and as an Unclassified Service Contract employee will not be provided those rights under the Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU, ordinance, or Compensation Plan. Contractor shall adhere to CONFIRE JPA's standards of employee conduct, including all applicable rules, policies, procedures, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

B. CONFIDENTIALITY

Contractor agrees to keep confidential all patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for CONFIRE JPA. In addition, upon termination of this contract, Contractor agrees to return all confidential materials to CONFIRE JPA's Appointing Authority or designee.

C. DIRECT DEPOSIT

Contractor must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in CONFIRE JPA paying Contractor via pay card.

D. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including Department of Justice (DOJ) criminal background check via LiveScan fingerprinting, an employment and reference check via SmartHIRE, and a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if Contractor is a current/contract/recurrent/extra-help employee who previously met the requirements of this provision.

Contractor shall report any alcohol and/or drug-related criminal arrests for possible violations no later than five (5) days after such arrest so CONFIRE JPA may determine whether the conduct that led to the arrest is reasonably related to and/or may affect the employee's ability to perform the duties of his/her position. Such reporting shall be made to the Human Resources Business Partner assigned to CONFIRE JPA.

E. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from CONFIRE JPA shall be fully reimbursed to CONFIRE JPA if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

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F. STANDARD TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by CONFIRE JPA's Appointing Authority or designee. CONFIRE JPA's Appointing Authority, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall be required to work during such hours as necessary to carry out the duties of his position, as designated by CONFIRE JPA's Appointing Authority, or designee, and such hours may be varied so long as the work requirements and efficient operations of the CONFIRE JPA are assured.

G. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of this Contract. CONTRACTOR agrees to allow CONFIRE JPA to obtain a Department of Motor Vehicles report of CONTRACTOR'S driving record.

In order for CONTRACTOR to be able to use a private vehicle during the performance of this Contract, CONTRACTOR shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- 1. Fifteen thousand dollars (\$15,000) for single injury or death.
- 2. Thirty thousand dollars (\$30,000) for multiple injury or death.
- 3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section IV.

H. WORKERS COMPENSATION AND LIABILITY COVERAGE

Contractor shall be covered by the CONFIRE JPA's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the CONFIRE JPA's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

VII. CONCLUSION

- A. This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding the CONTRACTOR's rights and obligations of the parties, including all covenants, conditions, and benefits.
- B. 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email 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 Contract upon request.

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Item 9.

>	B v ▶				
Nathan Cooke, CONFIRE Interim Director	y	(Authorized signature - sign in blue ink)			
Dated:	Name				
SIGNED AND CERTIFIED THAT A COP	Y OF THIS	(Print or type name of person signing contract)			
DOCUMENT HAS BEEN DELIVERED T	O THE				
CHAIRMAN OF THE BOARD	Emerç	gency Communications Nurse System			
	Title Nurse	Manager			
Lizbeth Berry		(Print or Type)			
CONFIRE JPA Clerk	of the Board				
5					
B	Datad				
y Deputy	Dated:				
Бериту		Valabra a a a fila			
	Address A	Address on file			
FOR CONFIRE JPA USE ONLY					
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Finance/Administration			
>	•	•			
Lindsay Moore, CONFIRE Legal Counsel	Abigail Kiddoo, HR Business Partner II	Damian Parsons, Finance Administration Director			
Date	Date	Date			

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STAFF REPORT

DATE: 6/25/2024

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director

TO: Administrative Committee

SUBJECT: Emergency Communications Nurse System- EMK Consulting

Contract

RECOMMENDATION

Approve a contract with EMK Consultants to support the Emergency Communication Nurse System (ECNS).

BACKGROUND

CONFIRE, supported by San Bernardino County Council of Governments (SBCOG), facilitated the rapid implementation of the ECNS program during the heightened hospital surge resulting from COVID-19. SBCOG had entered into an agreement with Mission Critical Partners (MCP) to evaluate utilizing Emergency Medial Dispatch (EMD) to enhance emergency medical services in the pre-hospital environment. Recommendations are focused on ECNS as a priority.

Elaine Messerli-Kelly is widely considered a subject matter expert in ECNS and was instrumental in the implementation of an identical program in Reno, Nevada. EMK Consultants is owned and operated by Elaine. CONFIRE has utilized EMK to assist CONFIRE and her expertise has been instrumental for the success of ENCS at CONFIRE.

This new agreement will allow EMK Consultants to continue to support dispatch and nursing staff on how to navigate low acuity patients to the most appropriate care level, thereby reducing non-emergent transports. This agreement would further allow EMK Consultants to perform certain functions previously performed by the Nurse Manager position, which is being transitioned to part time until a permanent replacement can be hired. These additional duties include, but are not limited to, the following:

 As a Regional Instructor for the International Academy of Emergency Dispatch, conduct ECNS and ECN-Q courses for CONFIRE as an in-house instructor.

- Collaborate with CONFIRE to identify and address obstacles with a goal to ultimately maintain ACE (Accredited Center of Excellence) Accreditation for EMD and to achieve ACE Accreditation for ECNS and support the program's sustainability.
- Provide support and subject matter expertise for the new nurse manager to ensure success of this new program within the community by mentoring as requested and needed.

CONFIRE may, at any time, with or without reason, terminate this agreement and compensate the 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.

FISCAL IMPACT

The total not to exceed cost of this contract is \$85,000 and will be funded by American Rescue Plan Act funds received from San Bernardino County, through December 1, 2024. CONFIRE has requested additional ARPA funding from the County to secure funding for the program through December 2026. CONFIRE Staff are also working on securing funding from the Payors (insurance companies) to help offset staffing costs. It is estimated that the payors will provide 50% of the overall funding for the program moving forward. If CONFIRE cannot secure additional ARPA funding and/or funding from the payors, it is recommended that funds from 5020 (EMS) be used and if those funds do not materialize, it is recommended that 5008 (Operations) be used to fund the ECNS program including contract costs for EMK Consultants for the remainder of the FY 24-25 budget. Staff will return to the Administrative Committee to make a formal request for funding.

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES [Support with Emergency Communications Nurse System (ECNS) Project]

This agreement ("Agreement") is by and between the Consolidated Fire Agencies ("CONFIRE") and [EMK Consultants Inc] ("Contractor") (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.

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
- <u>Exhibit B</u>: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on [7/1/2024] ("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) [6/30/2025].
- c. This agreement may be extended for one additional year with Administrative Committee approval with an annual increase of 4 percent (%).

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").

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

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:
EMK Consultants Inc
Attn: Elaine Messerli-Kelly
7440 Lacerta Drive
Sparks, NV 89436

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	EMK Consultants Inc
Date:, 20	Date:, 20
By:	Ву:
Print Name: Nathan Cooke	Print Name: Elaine M. Kelly
Its: <u>Interim Communications Director</u>	Its: Owner

EXHIBIT A to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Consultant is to provide services related to the following actions items and deliverables:

- Engage with Client to ensure that the Emergency Communication Nurse System (ECNS) is operationalized for success.
- Support Client in projects and activities which address low acuity callers to the 911system.
- As a Regional Instructor for the International Academy of Emergency Dispatch, conduct ECNS and ECN-Q courses for CONFIRE as an in-house instructor.
- Collaborate with Client to maintain ACE (Accredited Center of Excellence) Accreditation for EMD and to achieve ACE Accreditation for ECNS and support the program's sustainability.
- Support Client in the education of the Emergency Medical Dispatch (EMD) team.
- The EMD's will work with the Emergency Communication Nurse (ECN) to navigate low acuity patients to the most appropriate care level. This process will help reduce non-emergent transports. Provide subject matter expertise with the ECN team to develop a cohesive culture.
 - Provide subject matter expertise while implementing the education and quality program for the Client utilizing the International Academy of Emergency Dispatch (IAED) Emergency Communication Nurse Quality (ECN-Q) standards.
- Conduct Client quality audits utilizing the Advanced Quality Assurance (AQUA) software provided by the IAED. Support the client's ECN-Q while conducting internal quality audits insupport of ACE Compliance.
- Collaborate with Client to identify opportunities for improvement for each ECN as well as the ECN team.
- Provide support and subject matter expertise for manager to ensure success of this new program within the community by mentoring as requested and needed.

The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

EXHIBIT B to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

\$102.96 per hour

Not to exceed the sum of \$85,000

B. Payment

- a. Schedule
 - (1) To be billed in monthly installments
- b. Process

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 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 <u>Section 5.a</u>, *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 employee(s), agents, personnel, 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 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.
- 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:
 - 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 All references to statutes and or correction. shall include all amendments, regulations 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.
- **31. DEBARMENT.** Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549
- 32. FEDERAL AUDIT. Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal granter agency when funds are granted to CONFIRE to fund this contract, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.

33. Federal Grant Specific Requirements

- a. Must conform with applicable contract provisions contained in 2 CFR 200, Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Exhibit E).
- b. The award will not be made to any party debarred, suspended, or otherwise excluded from participation in federal assistance programs. Vendor must be registered and will be checked against the Federal Debarment List (www.sam.gov). Please note a UEI number is required to register on the SAM web site.
- c. Local preference does not apply.

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	\$1,000,000
General Aggregate	\$1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

- 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.

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STAFF REPORT

DATE: February 28, 2024

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director

Rana Gilani, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Addition of Regular Status Positions to Move Emergency
Communication Nurse System Positions from Contract to
Permanent Positions

Recommendation

Authorize the addition of five (5) positions to change the (4) existing Emergency Communication Nurse positions as well as the (1) existing Emergency Communications Nurse Manger positions from contract status to full-time permanent positions.

Background Information

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 Emergency Communications Nurse System (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. Unfortunately, because the nurses are on a contract and not permanent employees of CONFIRE, it has been very difficult to retain and recruit qualified ECN's and a nurse manager.

On February 8, 2022, the County Board of Supervisors and the San Bernardino County Fire District entered into an agreement regarding the transfer of ARPA CLFRF, which is being utilized by CONFIRE for ECNS expenditures. The ARPA funding is set to run out as of December 1, 2024. CONFIRE has requested additional ARPA funding from the County to secure funding for the program through December 2026.

CONFIRE Staff are also working on securing funding from the Payors (insurance companies) to help offset staffing costs. It is estimate that the payors will provide 50% of the overall funding for the program moving forward. The annual estimated costs for the ECNS program are \$1.8 million.

Fiscal Impact

The estimated annual fully encumbered costs for the (4) ECN's and the (1) Nurse Manger is \$791,746. The CONFIRE Board of Directors previously approved this amount in the FY 24-25 annual budget with the costs being paid for by the ARPA funding.

If CONFIRE cannot secure additional ARPA funding and/or funding from the payors, it is recommended that funds from 5020 (EMS) be used and if those funds do not materialize, it is recommended that 5008 (Operations) be used to fund the ECNS program for the remainder of the FY 24-25 budget. Staff will return to the Administrative Committee to make a formal request for funding.



STAFF REPORT

DATE: June 28, 2024

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director

TO: Administrative Committee

SUBJECT: Job Title Change and Increase in Salary and Benefit Costs for Fiscal/Budget/Contract Manager Position

Recommendation

Approve a change in job title from Fiscal/Budget/Contract Manager to Finance Manager and an increase in salary and benefits costs in the amount of \$36,927.

Background Information

The County of San Bernardino awarded CONFIRE the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care transport Services for Exclusive Operating Areas in the county contract. To adhere to the provisions set forth in the contract and to operate effectively and efficiently six positions, including the Fiscal/Budget/Contract Manager position were added. In review of the Fiscal/Budget/Contract Manager position it has been determined that the salary and benefits are not commensurate with the job duties and responsibilities when compared to similar positions such as those within San Bernardino County. Specifically, the complexities of the total budget and revenue cycles require a person with higher level finance capability and experience. It should also be considered that this position will be responsible to act on behalf of the Finance/Administrative Director when not available and therefore requires attracting a person with higher level skill sets which should be aided by an increase in salary and benefits costs.

Fiscal Impact

This position is included in the approved 2024-25 budget for a total cost of \$114,578. The new costs will increase by \$36,927 for a total cost of \$151,505. This position is funded by Call Volume and Ambulance revenues.