



## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, MAY 28, 2024 – 1:30 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

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### AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, May 28, 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](mailto:lberry@confire.org)

### CALL TO ORDER

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

### PUBLIC COMMENT

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

### INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

## **CONSENT ITEMS**

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

- [1.](#) Approve the 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
- [6.](#) 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

## **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**



**Liz Berry**  
**Administrative Secretary I**



**JOINT MEETING OF THE CONFIRE BOARD OF DIRECTORS  
AND  
ADMINISTRATIVE COMMITTEE  
TUESDAY, APRIL 30, 2024 – 1:00 P.M.  
LOMA LINDA-EOC, 25541 BARTON RD., LOMA LINDA**

**MINUTES**

**ROLL CALL**

**BOARD OF DIRECTORS:**

Chair – Lynne Kennedy, Mayor Pro Tem – City of Rancho Cucamonga  
 Vice Chair – Phill Dupper, Mayor – City of Loma Linda - *Absent*  
 Dan Leary Board President – Apple Valley Fire Protection District  
 Mike Kreeger, Board Member – Chino Valley Independent Fire District - *Absent*  
 John Echevarria, Council Member – City of Colton  
 Denise Davis, Council Member – City of Redlands - *Absent*  
 Andy Carrizales, Mayor Pro Tem – City of Rialto  
 Joe Baca, Jr., 5th District Supervisor – San Bernardino County  
 Elizabeth Becerra, Council Member – City of Victorville

**ADMINISTRATIVE COMMITTEE MEMBERS:**

Chair – Chief Dan Harker, Loma Linda Fire Department  
 Vice-Chair – Chief Rich Sessler, Redlands Fire Department  
 Chief Buddy Peratt, Apple Valley Fire Protection District  
 Chief Dave Williams, Chino Valley Fire District  
 Chief Tim McHargue, Colton Fire Department  
 Chief Mike McCliman, Rancho Cucamonga Fire Department  
 Chief Brian Park, Rialto Fire Department  
 Chief Martin Serna, 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 Board of Directors and Administrative Committee. (Limited to 30 minutes; 3 minutes allotted for each speaker)

## INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require Board Member abstentions due to conflict of interests and financial interests. Board Member/Administrative Committee 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 Board of Directors. An item may be removed by a Board Member or member of the public for discussion and appropriate action.

1. Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee Minutes of February 28, 2024
2. CONFIRE Operations Statement as of March 31, 2024
3. Fund Balance Report as of March 31, 2024
4. YTD Call Summary
5. YTD Answer Times
6. Billable Incidents
7. Call Processing Time Analysis - March 2024
8. EMD-ECNS Performance Standards – March 2024

**ACTION REQUEST:** The Administrative Committee requests the Board accept and approve consent items 1 thru 8.

**ACTION:** *The CONFIRE Board of Directors accepts and approves consent items 1 thru 8.*

**Motion by:** *Joe Baca Jr.*

**Second:** *Elizabeth Becerra*

*Lynne Kennedy – Yes*

*Phil Dupper - Absent*

*Dan Leary – Yes*

*Mike Kreeger - Absent*

*John Echevarria – Yes*

*Denise Davis – Absent*

*Andy Carrizales – Yes*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Yes*

**Ayes: 6**

**Noes: 0**

**Abstain: 0**

**Absent: 3**

**Motion Approved**

**UPDATE ON CONFIRE ACTIVITIES** – CONFIRE Director to give an update on the various activities within CONFIRE.

- a. Organizational Structure – ORG Chart
- b. Clerk of the Board Appointment
- c. Introduction of new Finance/Administration Director – Damian Parsons
- d. Search Committee Update – Chief Park
- e. Ground Ambulance Contract Update
- f. Valley Dispatch Center Update

## **NEW BUSINESS**

### 9. FY 23/24 Fund Balance True Up – **ACTION ITEM**

**ACTION REQUEST:** The Administrative Committee requests the CONFIRE Board of Directors authorize the Finance/Administration Director to allocate the fund balance (\$3,906,214) in 5008, in the following manner in alignment with current Board policy:

1. Retain \$1,425,877 in General Fund (5008) to meet the Board policy of carrying a 5-10% reserve in its operating fund.
2. Allocate \$137,784 to General Operating Reserves (5010) to meet the Board policy of carrying a minimum 25% reserve in its operating reserve fund.
3. Allocate \$150,000 (5008) for payment of Image Trend start-up cost. This expenditure was approved by the Administrative Committee on March 26, 2024.
4. Allocate the remaining, \$2,192,553 to the General Operating Reserves (5010) for the following purposes:
  - a. Set aside \$2,000,000 of that amount as start-up funding for the ground ambulance contract program and authorize the Finance/Administration Director to utilize that amount as an internal loan to the Emergency Medical Services Fund (5020). The loan would be paid back into Fund 5010 in full without interest, as revenues are developed by the ambulance program.
  - b. Retain the remainder \$192,553 in the Operating Reserves (5010), as additional resources to buffer that fund as per Board policy.

This recommendation has no immediate impact on the FY25 Proposed Budget.

**ACTION:** *The CONFIRE Board of Directors accepts and approves the fund balance allocation as presented.*

**Motion by:** *Joe Baca Jr.*

**Second:** *Andy Carrizales*

*Lynne Kennedy – Yes*

*Phil Dupper - Absent*

*Dan Leary – Yes*

*Mike Kreeger - Absent*

*John Echevarria – Yes*  
*Denise Davis – Absent*  
*Andy Carrizales – Yes*  
*Joe Baca, Jr. - Yes*  
*Elizabeth Becerra - Yes*

**Ayes: 6**

**Noes: 0**

**Abstain: 0**

**Absent: 3**

**Motion Approved**

10. Additional Position – Information Systems Analyst III – **ACTION ITEM**

**ACTION REQUEST:** It is recommended that the CONFIRE Board of Directors (BOD) approve the addition of the following full-time position to CONFIRE:

1. Information System Analyst III (ISA-III)

As a result of the continued evolution of CONFIRE and our supporting services, it is imperative to ensure the MIS Division is staffed accordingly. MIS is requesting the addition of an ISA-III position that will bolster their ability to perform and implement support functions related to information system’s hardware, software, and policy requirements. The additional ISA-III will integrate into the MIS team and will take on the additional workload from the newly created EMS Division.

The fiscal impact of ISA-III position will be approximately \$172,145 annually, funded by Fund 5008-600 (MIS)

**ACTION:** *The CONFIRE Board of Directors approves the addition of the full-time Information System Analyst III (ISA-III) position.*

**Motion by:** *Joe Baca Jr.*

**Second:** *Elizabeth Becerra*

*Lynne Kennedy – Yes*  
*Phil Dupper - Absent*  
*Dan Leary – Yes*  
*Mike Kreeger - Absent*  
*John Echevarria – Yes*  
*Denise Davis – Absent*  
*Andy Carrizales – Yes*  
*Joe Baca, Jr. - Yes*  
*Elizabeth Becerra - Yes*

**Ayes: 6**

**Noes: 0**



**Abstain:** 0

**Absent:** 3

**Motion Approved**

11. FY 24/25 Budget Adoption - **ACTION ITEM**

**ACTION REQUEST:** The CONFIRE Administrative Committee requests the CONFIRE Board of Directors accept and adopt Resolution #2024-02, Adoption of Annual Budget for the Fiscal Year ending June 30, 2025

**ACTION:** *The CONFIRE Board of Directors accepts and adopts Resolution # 2024-02 as presented.*

**Motion by:** *Joe Baca Jr.*

**Second:** *John Echevarria*

*Lynne Kennedy – Yes*

*Phil Dupper - Absent*

*Dan Leary – Yes*

*Mike Kreeger - Absent*

*John Echevarria – Yes*

*Denise Davis – Absent*

*Andy Carrizales – Yes*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Yes*

**Ayes:** 6

**Noes:** 0

**Abstain:** 0

**Absent:** 3

**Motion Approved**

**CLOSED SESSION**

12. Personnel Matter – Public Employment Government Code section 54957(b)(1):

Title: Executive Director.

*The Board of Directors and Administrative Committee came out of Closed Session at 2:10 p.m.*

*The Board of Directors along with the Administrative Committee have given direction to Chair Harker and Vice Chair Sesler to initiate negotiations for the Executive Director position with a candidate.*

13. Review and update anticipated Litigation – Significant exposure to litigation to Government Code section 54956.9(b): AMR Lawsuit

*No reportable action.*

## ADMINISTRATIVE COMMITTEE 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.

14. Approve Administrative Committee Minutes of March 26, 2024
15. CONFIRE Operations Statement as of March 31, 2024
16. Fund Balance Report as of March 31, 2024
17. YTD Call Summary
18. YTD Answer Times
19. Billable Incidents
20. Call Processing Time Analysis – March 2024
21. EMD-ECNS Performance Standards – March 2024
22. Consultant Agreement – Viewpoint Advocacy
23. Ambulance Branding
24. Cyber Security Awareness Assessment Policy
25. Contract Renewals – Big Bear, Montclair, Needles, County Road Dept., Running Springs, and San Manuel
26. Victorville Fire Department Administrative Committee Members

*Motion to accept all items on Consent.*

**Motion by:** *Chief McHargue*

**Second:** *Chief Park*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

## DIRECTOR REPORT

- a. Staffing Update
- b. XBO ECC Chief Discussion
- c. Implementation Team Update

## COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates – Blessing Ugbo
  - *NICE – Voice Print Implementation, pending contract sign-off with Motorola*
  - *Systems maintenance – April CAD maintenance was completed with Windows updates and vendor recommended patch.*
  - *Email security implementation update*

- Sophos email protection will filter out threats and malicious email
- KnowB4 Security Coach Module will provide real-time coaching in response to risky security behavior through email or teams
- Monthly system generated assessment reports will be sent to participating agencies and CONFIRE division leads

- b. Ops Chief Committee Report – Chief Barreda  
*Ops discussed call types, response plans, tablet command mobile app, and county-wide quarterly off-site training.*
- c. CAD to CAD – Mike Bell
- UASI 2023 Grant update
  - Ontario, Cal Fire and Murrieta continue to move forward

## SUBSIDIARY COMMITTEE REPORTS

- a. Annual Charges Sub-Committee Update – Chief Peratt  
*Matt Fratus continues to work on data collection. When complete the sub-committee will schedule a meeting to discuss the findings.*
- b. EMS Sub-Committee Update – Chief Gerkin
- ICEMA receptive to ambulance branding
  - As requested by the Administrative Committee the EMS Sub-Committee has a draft MOU in process with ICEMA regarding Image Trend

## NEW BUSINESS

### 27. Dispatcher Positions – **ACTION ITEM**

*CONFIRE EMS is scheduled to start ground ambulance transportation services on October 1, 2024. To meet the ground ambulance services contract 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.*

*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.*

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

*Motion to Approve the addition of five (5) FTE dispatcher positions as presented.*

**Motion by:** *Chief Park*  
**Second:** *Chief McHargue*  
**Ayes:** 9  
**No:** 0  
**Abstain:** 0  
**Absent:** 0

**ROUND TABLE**

**CLOSED SESSION**

28. Personnel Matter – Public Employment Government Code section 54957(b)(1):  
Title: Executive Director  
*The Board of Directors along with the Administrative Committee have given direction to Chair Harker and Vice Chair Sesler to initiate negotiations for the Executive Director position with a candidate.*
29. Review and update anticipated Litigation – Significant exposure to litigation to Government Code section 54956.9(b): AMR Lawsuit  
*No reportable action.*

**ADJOURNMENT**

*Motion to adjourn the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee.*

*The meeting adjourned at 3:01 p.m.*

**Upcoming Meetings:** CONFIRE Board of Directors - to be determined.  
CONFIRE Administrative Committee – May 28, 2024, at 1:30 p.m.

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



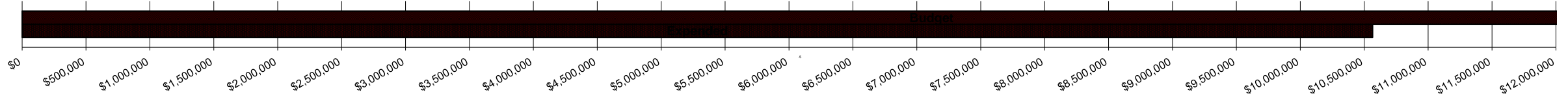
**OPERATIONS FUND 5008**  
**Audited MONTHLY SUMMARY FY 2023-24**

Transactions thru April 30, 2024

Item 2.

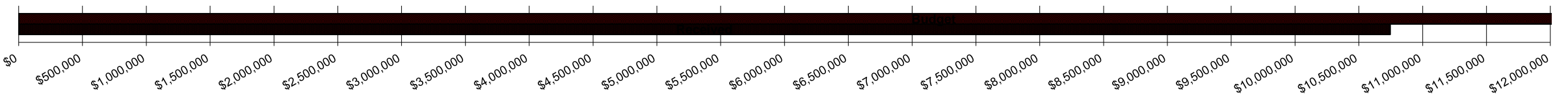
Expenditures	3 PP											3 PP	Total YTD	2023/24	Bud - Exp	
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May				June	Expended
Salary/Benefits	603,081	499,711	578,886	653,923	856,459	595,259	569,706	344,081	563,352	714,521	-	-	5,978,981	8,638,592	\$2,659,611	69.2%
Overtime/Call Back	32,907	27,470	29,306	29,115	41,389	29,258	28,476	28,977	27,528	28,149	-	-	302,576	46,000	-\$256,576	657.8%
Phone/Circuits/Internet	16,340	31,491	40,356	35,047	34,404	35,143	41,955	26,288	54,023	29,673	-	-	344,719	450,337	\$105,618	76.5%
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	-	-	30,704	61,926	\$31,222	49.6%
Radio/Pager, Console Maint	-	46,538	41,673	41,701	41,701	42,357	43,108	39,616	44,594	48,032	-	-	389,321	534,989	\$145,668	72.8%
Computer Software	53,355	1,193,865	44,997	21,357	8,484	398,062	417,700	3,504	(9,156)	52,593	-	-	2,184,761	2,379,133	\$194,372	91.8%
Computer Hardware	-	96	744	8,547	186	(8,553)	119	323	1,314	-	-	-	2,775	15,250	\$12,475	18.2%
Office Exp/Copier Lease	3,126	7,624	2,338	4,347	6,451	4,801	7,164	11,754	6,746	2,612	-	-	56,963	111,795	\$54,832	51.0%
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	-	-	924,275	1,398,230	\$473,955	66.1%
Travel/Training	3,549	(1,158)	3,446	684	845	2,697	1,204	165	2,708	283	-	-	14,422	95,000	\$80,578	15.2%
Auto/Structure/Fuel	-	1,388	1,582	1,555	1,474	1,872	1,776	1,506	1,271	2,565	-	-	14,989	59,232	\$44,243	25.3%
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	-	-	135,142	251,035	\$115,893	53.8%
<b>Total</b>	<b>874,271</b>	<b>1,896,828</b>	<b>807,452</b>	<b>874,329</b>	<b>1,056,227</b>	<b>1,125,080</b>	<b>1,172,956</b>	<b>944,795</b>	<b>890,640</b>	<b>923,440</b>	<b>-</b>	<b>-</b>	<b>10,566,017</b>	<b>14,230,516</b>	<b>\$3,664,499</b>	<b>74.2%</b>

**% Fiscal Year Passed 83.3%**



Revenue												Received	Budget	Difference		% Rcvd
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May			June		
Services	-	3,466,357	-	-	3,503,537	-	26	3,534,918	(6,431)	15	-	-	10,498,423	14,255,214	\$3,756,791	74%
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)	
<b>Total</b>	<b>37,546</b>	<b>3,532,244</b>	<b>-</b>	<b>52,396</b>	<b>3,503,537</b>	<b>-</b>	<b>39,733</b>	<b>3,534,918</b>	<b>(6,431)</b>	<b>51,953</b>	<b>-</b>	<b>-</b>	<b>10,745,897</b>	<b>14,336,736</b>	<b>\$3,590,840</b>	<b>75%</b>

**% Fiscal Year Passed 83.3%**





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

**Operations Fund (5008)**

Audited Fund Balance 7/1/23		\$	3,906,214
Revenue	10,745,897		
Expenditures	(10,566,017)		
	Net		179,880
	<b>Total Fund Balance</b>	\$	<b>4,086,094</b>

*\*FY 2023-24 Operating costs 10% is \$1,425,877 Per Board Policy*

**Equipment Reserve Fund (5009)**

Audited Fund Balance 7/1/23		\$	2,329,317
Revenue	558,084		
Expenditures	(803,951)		
	Net		(245,867)
	<b>Total Fund Balance</b>	\$	<b>2,083,450</b>

**General Reserve Fund (5010)**

Audited Fund Balance 7/1/23		\$	6,450,620
Revenue	842,059		
Expenditures	(747,832)		
Grant Funds Due to CAD to CAD	-		
	Net		94,227
	<b>Total Fund Balance</b>	\$	<b>6,544,847.17</b>

**Restricted Fund Balance**

Reserve for CIP	(3,000,000)		
	Net Committed		(3,000,000)
	<b>Available Fund Balance</b>	\$	<b>3,544,847</b>

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

**Term Benefits Reserve Fund (5011)**

Audited Fund Balance 7/1/23		\$	1,854,273
Revenue	319,096		
Expenditures	(398,515)		
	Net		(79,419)
	Net Transfers In/Out		-
	<b>Total Fund Balance</b>	\$	<b>1,774,854</b>




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

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

Audited Fund Balance 7/1/23		\$	315,785
Revenue			14,581
Expenditures			(9,262)
	Net		5,319
	Net Transfers In/Out		-
<b>Total Fund Balance</b>		<b>\$</b>	<b>321,104</b>

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

Audited Fund Balance 7/1/23		\$	1,124,165
Revenue			35,858
Expenditures			(458,131)
	Net		(422,273)
	Net Transfers In/Out		-
<b>Available Fund Balance</b>		<b>\$</b>	<b>701,892</b>



### Call Summary

**CONFIRE/Comm Center**

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

Year: 2024

**From:** 1/1/2024

**To:** 4/30/2024

**Period Group:** Month

**Call Type:** All

**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
<b>2024 Totals</b>	69669	141	69810	0.20%	45890	1489	47379	59253	21944	390	81587	198776	124
<b>2023 Totals</b>	69137	249	69386	0.36%	47544	1607	49151	61170	18312	394	79876	198413	107.2





## PSAP Answer Time

**CONFIRE/Comm Center**  
 1743 W Miro Way  
 Rialto, CA 92376      County: San Bernardino

Month - Year: 1/1/2024 - 4/30/2024  
 Agency: Fire  
 Affiliation:

**From:** 1/1/2024  
**To:** 4/30/2024  
**Period Group:** Month  
**Time Group:** 60 Minute  
**Time Block:** 00:00 - 23:59  
**Call Type:** 911 Calls

Call Hour	Answer Times In Seconds							
	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	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
February 2024 Total	15,685	388	174	253	74	33	1	16,608
% answer time ≤ 10 seconds	94.44%	2.34%	1.05%	1.52%	0.45%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.78%							
% answer time ≤ 40 seconds	99.35%							
March 2024 Total	16,504	281	167	246	53	12	1	17,264
% answer time ≤ 10 seconds	95.60%	1.63%	0.97%	1.42%	0.31%	0.07%	0.01%	100.00%
% answer time ≤ 15 seconds	97.23%							
% answer time ≤ 40 seconds	99.62%							
April 2024 Total	16,779	316	161	212	61	33	0	17,562
% answer time ≤ 10 seconds	95.54%	1.80%	0.92%	1.21%	0.35%	0.19%	0.00%	100.00%
% answer time ≤ 15 seconds	97.34%							
% answer time ≤ 40 seconds	99.46%							
Year to Date 2024 Total	66,227	1,472	690	1,030	263	123	5	69,810
% answer time ≤ 10 seconds	94.87%	2.11%	0.99%	1.48%	0.38%	0.18%	0.01%	100.00%
% answer time ≤ 15 seconds	96.98%							
% answer time ≤ 40 seconds	99.44%							
Year to Date 2023 Total	64,061	2,128	1,148	1,512	370	159	8	69,386
% answer time ≤ 10 seconds	92.33%	3.07%	1.65%	2.18%	0.53%	0.23%	0.01%	100.00%
% answer time ≤ 15 seconds	95.39%							
% answer time ≤ 40 seconds	99.23%							

Jurisdiction	# of Incidents	% of Total
San Bernardino County	43,136	52.82%
VictorvilleFD	7,651	9.37%
RanchoCucamonga	6,033	7.39%
ChinoValleyFD	4,568	5.59%
AppleValley	4,142	5.07%
Rialto	3,981	4.87%
Redlands	3,780	4.63%
Colton	2,510	3.07%
MontclairFD	1,682	2.06%
Loma Linda	1,461	1.79%
Big Bear Fire	1,353	1.66%
San Manuel FD	722	0.88%
Baker Ambulance	380	0.47%
Running Springs	175	0.21%
Road Department	99	0.12%
<b>Total</b>	<b>81,673</b>	<b>100%</b>

BDC Division	# of Incidents	% of Total
East Valley	15,011	34.80%
Fontana	6,913	16.03%
Valley	5,898	13.67%
Hesperia	4,310	9.99%
South Desert	3,947	9.15%
North Desert	3,836	8.89%
Adelanto	1,666	3.86%
Mountain	1,555	3.60%
<b>Total</b>	<b>43,136</b>	<b>100%</b>

# CONFIRE 911 Call Processing Time Analysis

## April 2024



# April 2024

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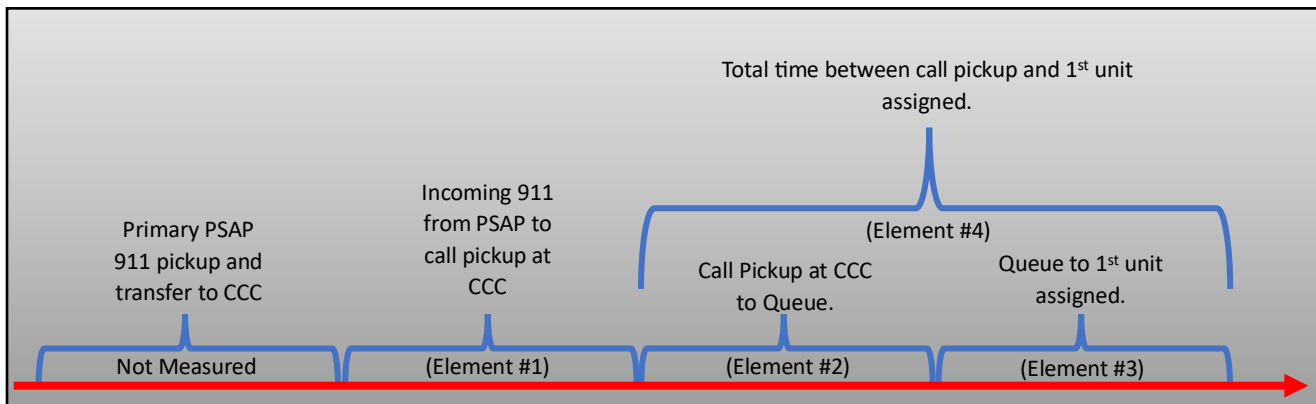
## CONFIRE Emergency Call Processing Times.

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

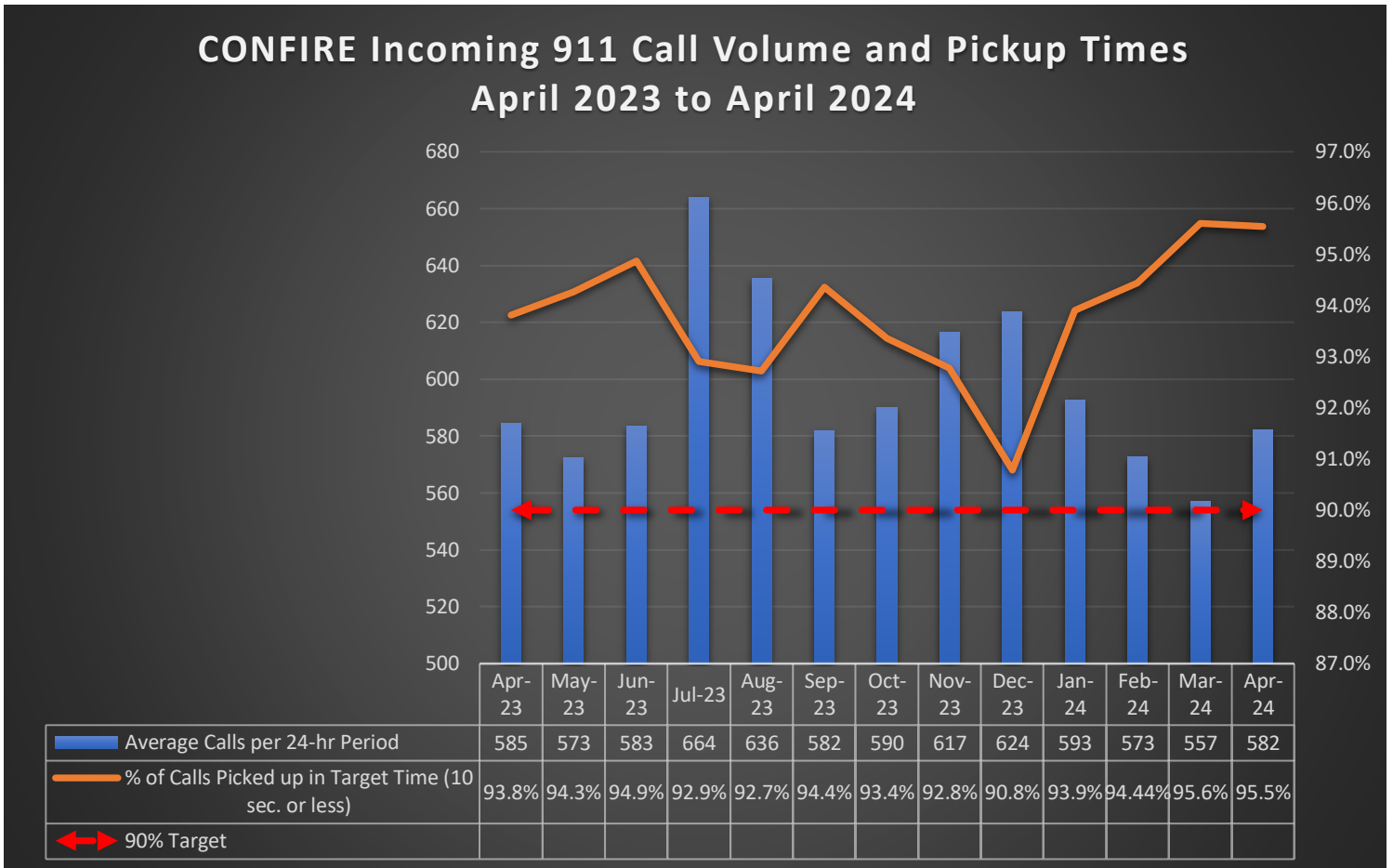
*Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.*



### Call Answering Time from Primary PSAP

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

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



#### Emergency Call Processing

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

#### EMS Call Processing

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

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

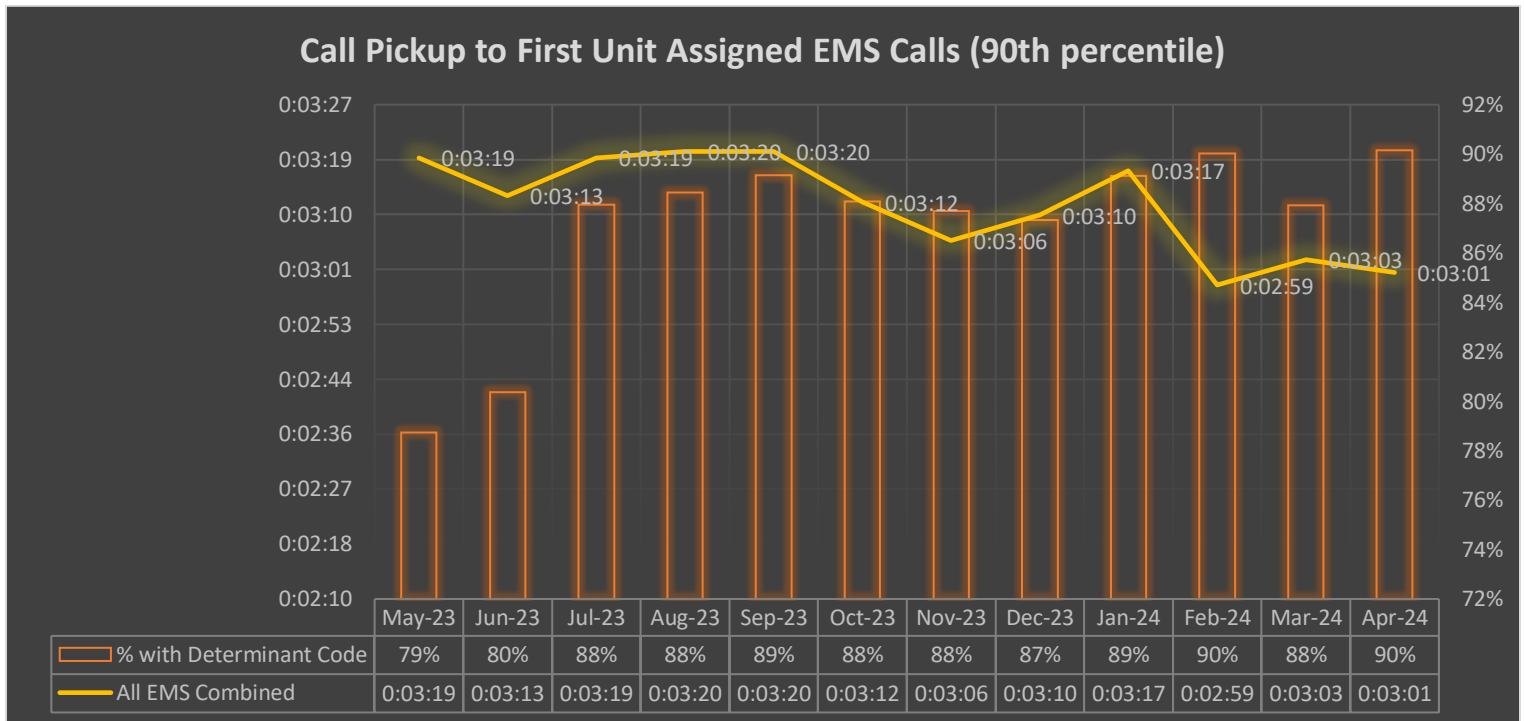


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

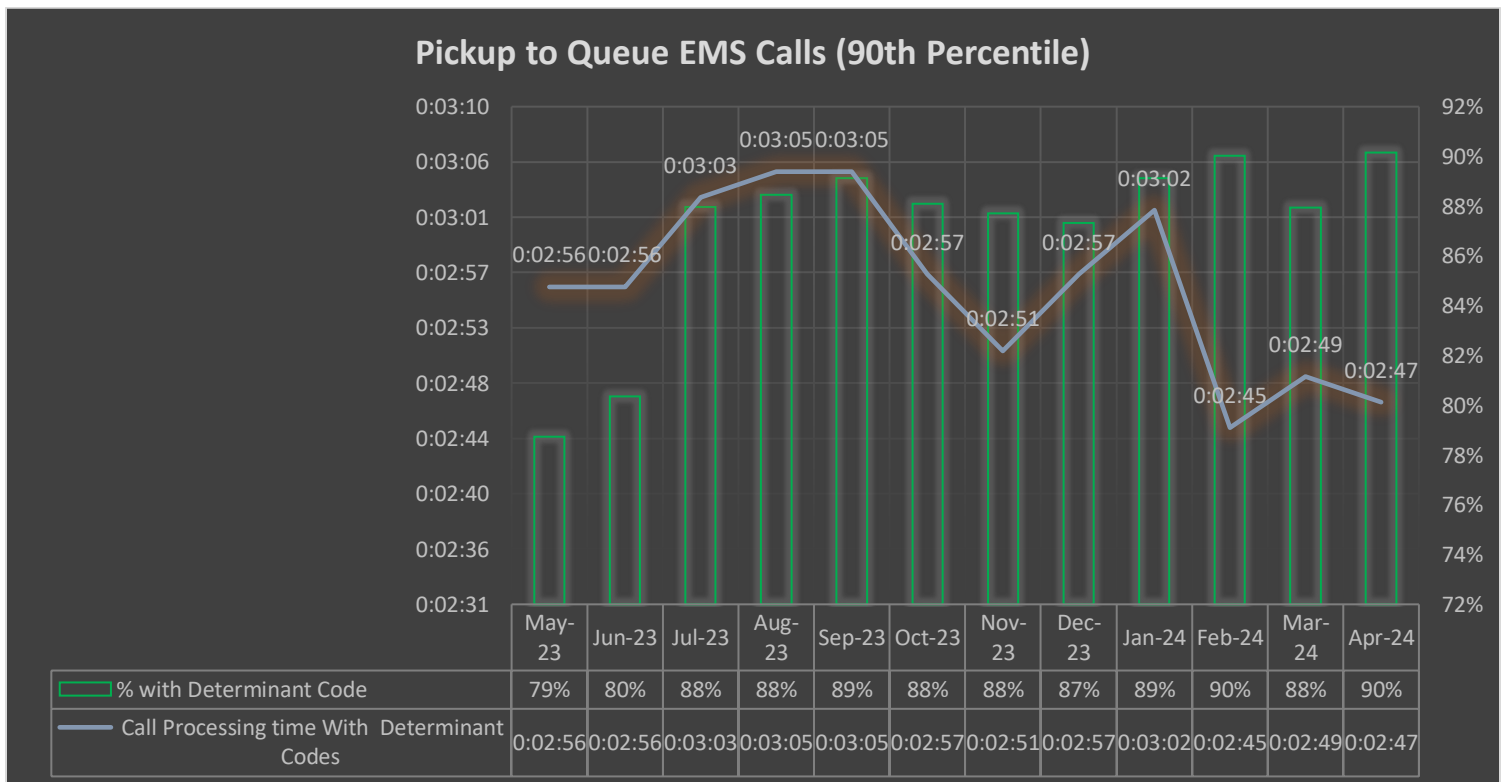


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

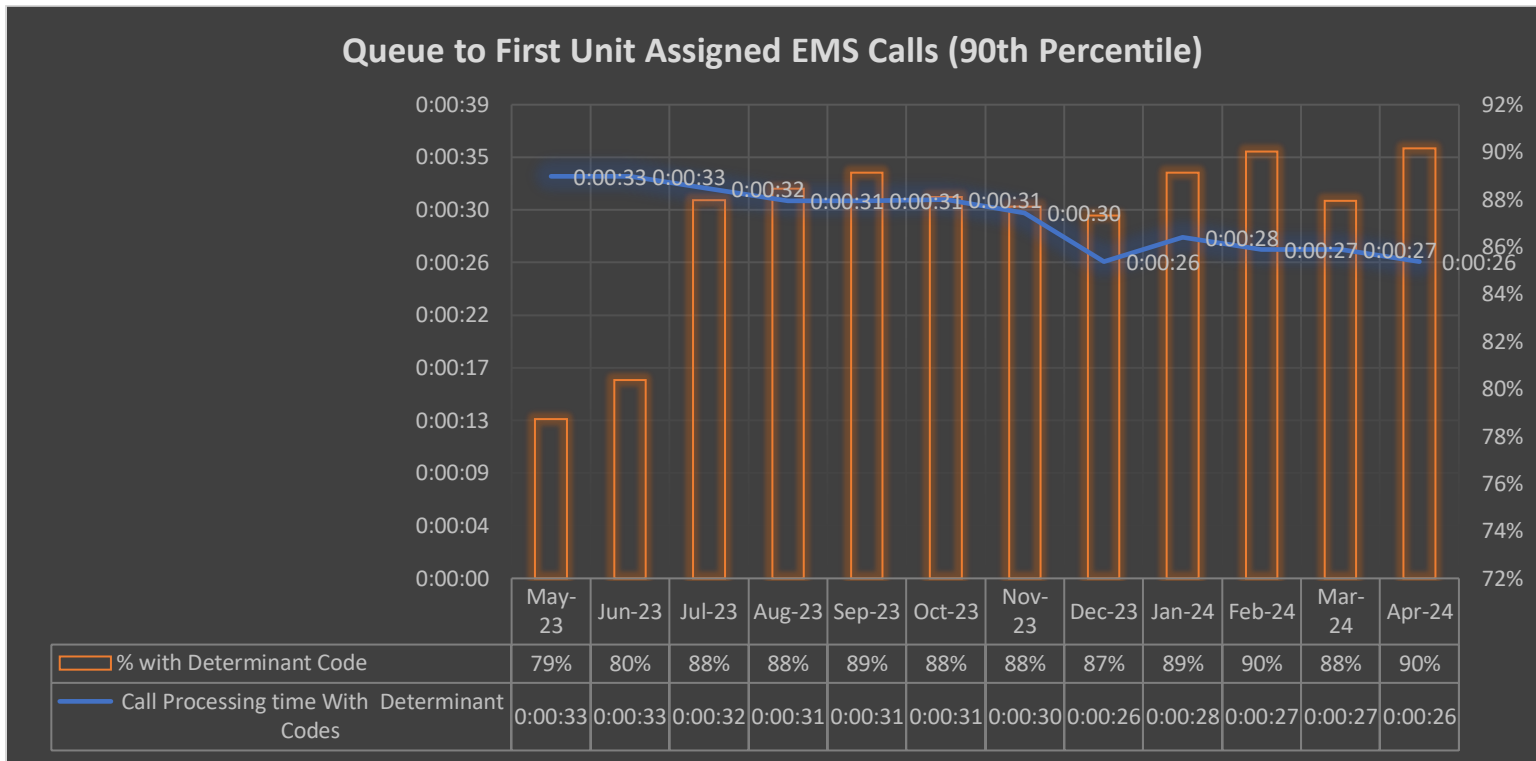
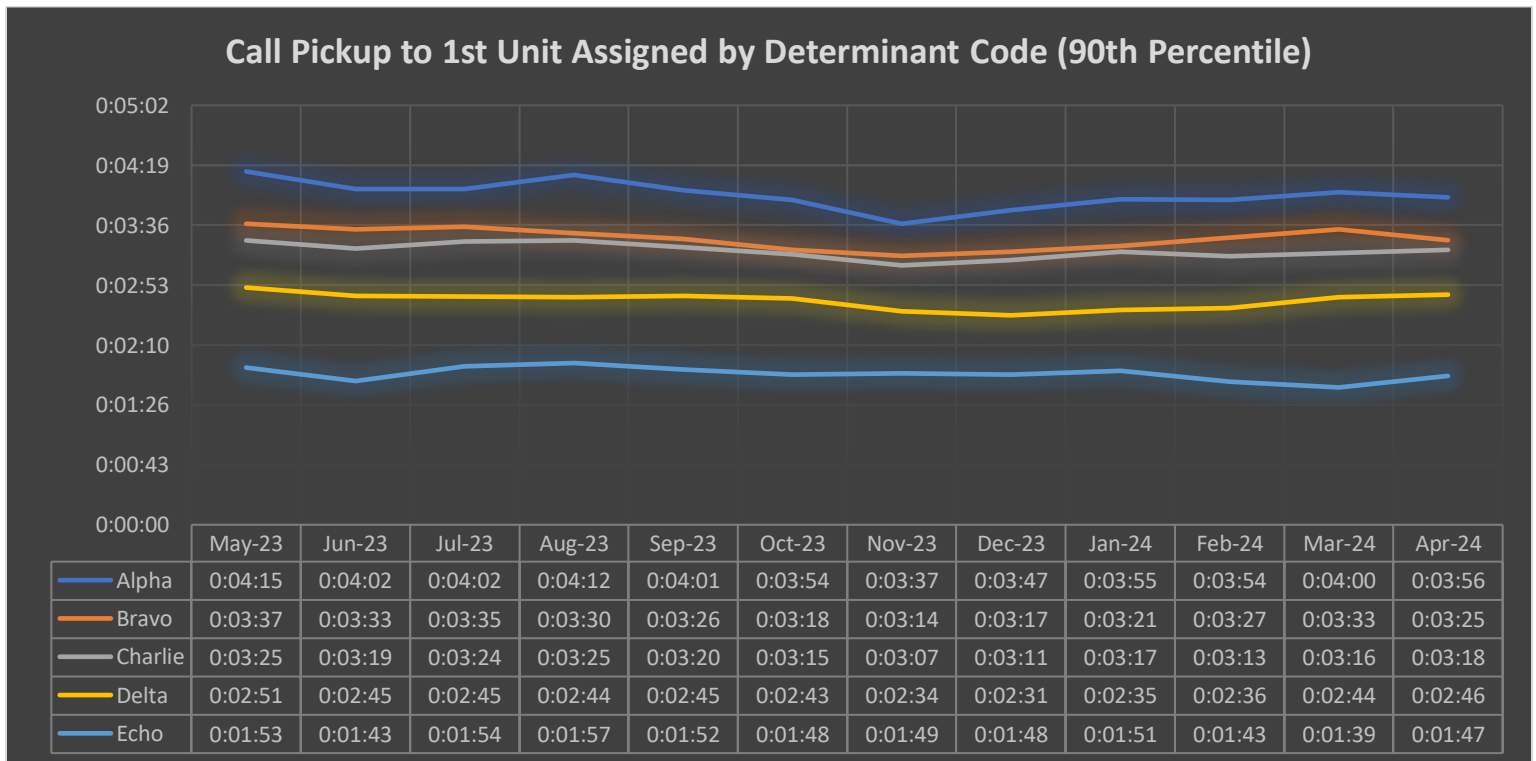


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.





### Fire/Rescue Related Calls

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

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

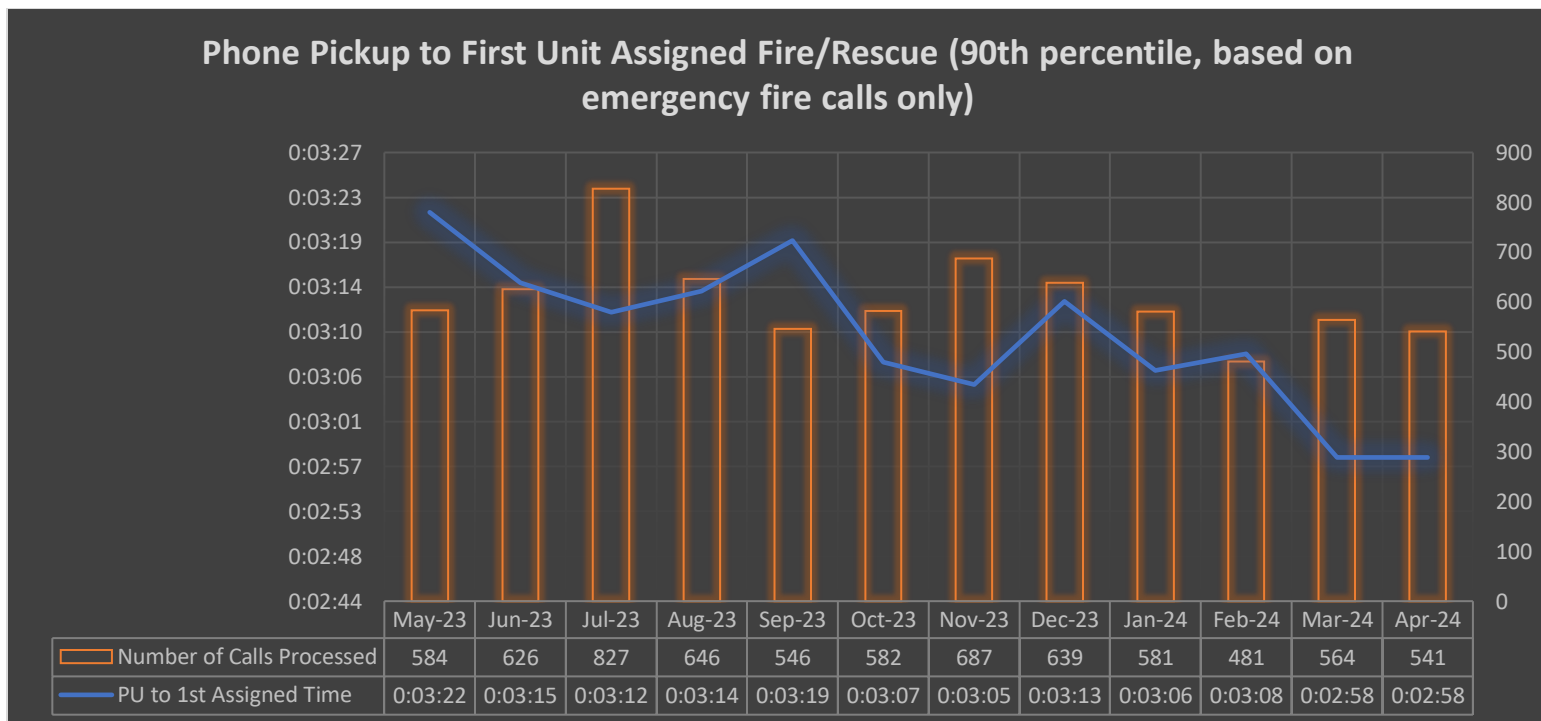


Figure 8: Fire/Rescue Call Pickup to Queue.

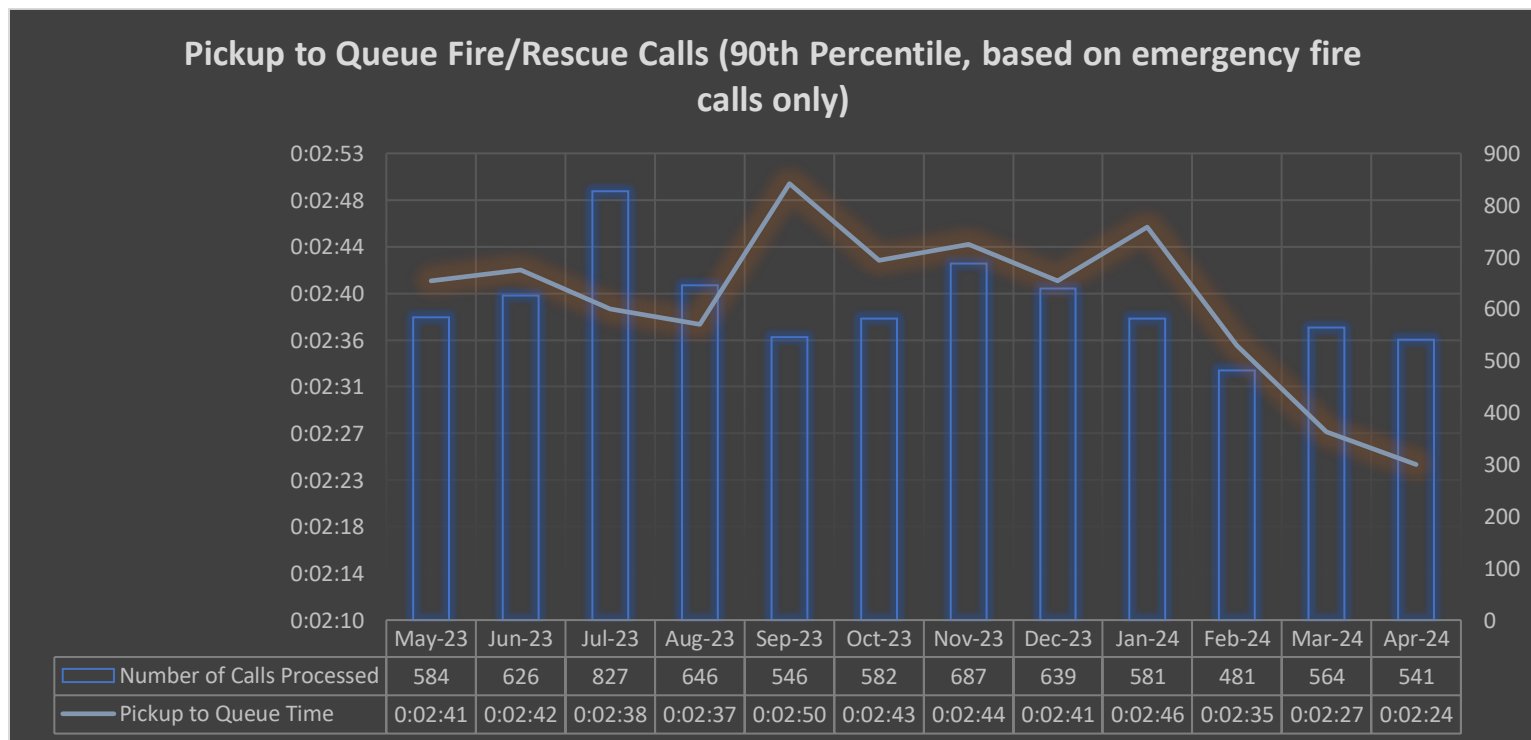


Figure 9: Fire/Rescue Queue to First Unit Assigned.

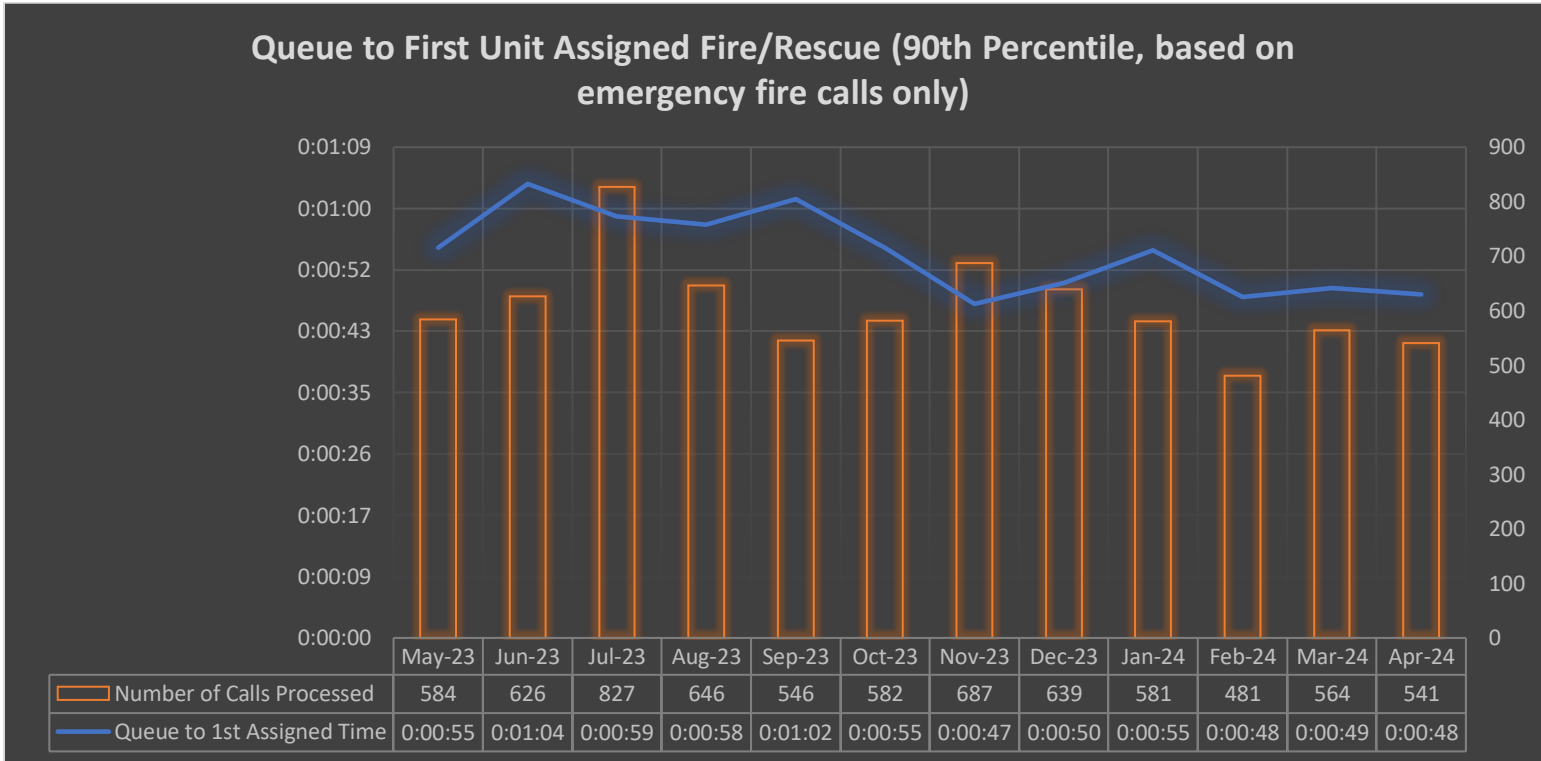


Table 1: EMS 911 calls for service and EMD completion for April 2024

Table 1: EMS 911 calls for service and EMD completion for April 2024	
Total Emergency EMS Calls Processed	17,437
Total EMS Calls with Obtainable Determinant Code	13,265

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

Table 2: ECNS eligible calls and status of transfers to Emergency Communication Nurse (ECN) for April 2024.	
Total Calls Eligible for ECNS:	1,416
% of EMS calls with Determinant Code Eligible for ECNS	12%
% of Total EMS Calls Transferred to ECNS	2.7%

**CONFIRE****STAFF REPORT****DATE: May 28, 2024****FROM: Nathan Cooke, Interim Director****BY: Mike Bell, Project Coordinator****Rana Gilani, Staff Analyst II****TO: CONFIRE Administrative Committee**

---

**SUBJECT: Sole Source Justification Request for CAD to CAD Project**

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**Recommendation**

Approve the sole source justification request for a contract with Peraton, Inc. in the amount of \$116,499 to develop a CAD-to-CAD interface to enable CAL FIRE agencies to effectively integrate onto the Inland Empire Public Safety Operations Platform (IE PSOP).

**Background Information**

CONFIRE acts as the System Administrator and grant administrator for the Inland Empire Public Safety Operations Platform (CAD-to-CAD system). The CAL FIRE units in Riverside and San Bernardino Counties are participating agencies in the program, Riverside County Fire (RRU) is live on the platform, San Bernardino (BDU) is the process of coming onto the platform. A technical aspect of the system is the requirement for third-party Computer-Aided Dispatch CAD vendors to develop an operational interface to adapt their CAD into the IE PSOP Central Square Hub. Initially that cost has been born by the agencies requiring this from their CAD vendor.

CAL FIRE's CAD vendor is Peraton, Inc. Peraton had built an interface at CAL FIRE's expense which has enabled the agency to integrate onto the platform. However, issues developed that have rendered this interface unstable, requiring Peraton to utilize various cumbersome work arounds to lessen the impact of this instability. After several attempts to remedy the matter, it has been decided the best path forward is to redevelop the interface using a different approach. This will benefit all participating agencies on this platform that interact with CAL FIRE units. Analysis of the issue has determined the instability is the result of an interface option Central Square offers that does not work effectively with how the CAL FIRE statewide CAD system is operated. This anomaly is

not the fault of any of the participating vendors or their technical teams. It was an unforeseen issue that only became apparent after CAL FIRE went live on the system.

The process of redeveloping the interface using current technical information and the combined experience of the vendors will result in a much more stable and effective connection for the system and thus bring long-term stability to the platforms users.

The project falls within the parameters of current UASI grants secured by CONFIRE for this project and will be submitted for reimbursement accordingly.

The sole source request is necessary due to the proprietary nature of the effort in that, the only vendor that can work on this solution for Peraton CAD is Peraton itself. The effort by Central Square has been covered in the original cost of the project.

### **Fiscal Impact**

The initial expense of this project will be funded out of CONFIRE Operating Reserves (Fund 5010) and reimbursed by UASI grant funds. Thus there will be no long-term fiscal impact to CONFIRE.



**NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM**

<b>Department: MIS</b>		<b>Date: 5/20/2024</b>
<b>Supplier: Peraton, Inc</b>		
<b>Description of item:</b>	Peraton CAD-to-CAD Gateway Interface to Central Square (Unify) Fusion Adapter	
<b>Total Cost:</b>  <b>\$ 116,499</b>	<b><u>If Purchase is Over \$25,000 Per Vendor in a Fiscal Year:</u></b> Department will complete form and attach it along with copies of all bid and quote information.	

**Justification (Select That Applies)**

<b>Product</b>	<b>Service</b>	<b>Other</b>
<input checked="" type="checkbox"/> Equipment/System Compatibility <input checked="" type="checkbox"/> Functional Specifications <input checked="" type="checkbox"/> Manufacturer/Publisher-Direct <input checked="" type="checkbox"/> Only Authorized Dealer	<input checked="" type="checkbox"/> Existing Agreement <input type="checkbox"/> Reimbursement to Owner <input type="checkbox"/> Specialized Credentials/ Expertise/ Training	<input type="checkbox"/> Cooperative Purchase <input type="checkbox"/> Emergency/Life or Property <input type="checkbox"/> Theft Mitigation <input type="checkbox"/> Timing Constraint <input type="checkbox"/> Government Mandated/Legal Requirement <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Sole Source/Single Source

**Please provide a detailed explanation for the Justification selected above.**

Peraton, Inc is the Computer-Aided Dispatch (CAD) vendor for CAL FIRE/Riverside County Fire. This agency is a participant in the Inland Empire Public Safety Operations Platform (IE PSOP), the regional, partially UASI grant funded CAD-to-CAD solution. The need exists for Peraton to build a proprietary specific adapter in order to effectively integrate their CAD into the Central Square Unify Hub which is the software solution for the CAD-to-CAD system. CONFIRE is the system administrator for the IE PSOP and will fund and manage this project in conjunction with Central Square and Peraton. CAL FIRE/Riverside County FIRE will participate as subject-matter experts regarding the product's configuration and deployment. UASI reimbursement will be submitted.

	<b>Signature</b>	<b>Date</b>
<b>Submitted By: Rana Gilani</b>		5/20/24
<b>Fiscal: Damian Parsons</b>		5/20/2024
<b>Director: Nathan Cooke</b>		
<b>Admin Chair: Dan Harker</b>		

*Incomplete forms may result in Kissflow document being rejected*

**Justification Definitions for Non-Competitive Purchases**

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



12975 Worldgate Drive, Suite 7322  
Herndon, Virginia 20170

April 19, 2024

**CR:#203903 Revised**

Mr. Mike Bell  
CONFIRE JPA  
1743 Miro Way  
Railto, CA 92376

RE: Peraton CAD-to-CAD Gateway Interface to CS Fusion Adapter

Dear Mr. Bell,

Peraton Inc. (“Peraton”) is pleased to provide a revised Firm Fixed Price (FFP) quote to develop, test and deploy a CAD-to-CAD interface directly from the Peraton CAD to CAD Gateway to the Central Square Hub utilizing their Fusion Adapter Application Programming Interface (API).

**Overview**

The current interface that enables CAD-to-CAD transactions between the Peraton Altaris™ CAD and the Central Square Hub is through the Central Square Interop Adapter that is installed on the Peraton Gateway.

Over the past several months, the Interop Adapter has experienced poor performance which caused the Interop Adapter to stop working. The only remedy is for Peraton engineers to remotely access the Interop Adapter and restart the service. This has caused substantial CAD-to-CAD outages across all sites.

Central Square has advised that the Interop Adapter can be replaced by a direct connection to the Central Square Hub. This direct connection using the Fusion Adapter will eliminate the CAD-to-CAD failures caused by the failure of the current Interop Adapter Interface.

Central Square has recommended replacing the Interop Adapter with their Fusion Adapter. Peraton CAD-to-CAD developers have reviewed the Fusion Adapter API and agree that the direct connection to the Central Square Hub could provide a more reliable CAD-to-CAD experience.

The Price and Payment for this CAD-to-CAD interface implementation are as follows:

**Price**

**Total price** **\$116,499.00**

**\*\* NOTICE OF PROPRIETARY INFORMATION \*\***

*This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton This document may be used by the authorized recipient solely for internal purposes.*



Mr. Mike Bell  
CONFIRE JPA  
CAD to CAD Fusion Adapter

April 19, 2024  
CR- 203903  
Page 2 of 5

**Payments (Revised April 19, 2024)**

At Issuance of Purchase Order (50%)	
<b>Total Due</b>	<b>\$ 58,249.50</b>
At Completion of Interface (35%)	
<b>Total Due</b>	<b>\$ 40,774.65</b>
Go Live & Acceptance (15%)	
<b>Total Due</b>	<b>\$ 17,474.85</b>

Estimated Implementation Period of Performance: July 1, 2024 to December 31, 2024

Actual start date will be determined based on availability of Peraton resources at receipt of purchase order. Other factors that will impact final Implementation Period will be availability of Central Square resources and CAL FIRE’s peak fire season (June to September) which prevents any work in the Live CAD environment.

Payment shall be made by the CONFIRE within 30 days of the receipt of an invoice from Peraton.

Please refer to Attachment A: Scope of Work for details of the work that will be performed by each party for this project.

**Terms and Conditions**

The Peraton standard First Responder Solutions (FRS) General Provisions apply to this quotation unless noted otherwise herein. This quote is valid for ninety days from the date of this letter unless extended by Peraton in writing. All purchase orders must reference CR-203903 and the FRS General Provisions.

We sincerely appreciate the opportunity to respond to the needs of your agency. If you need any additional information, please call me at the number below or Teresa Richardson at (813) 220-9348.

Sincerely,

Cynthia Williams  
Contract Administrator

CC: Teresa Richardson  
Marin Browning

**\*\* NOTICE OF PROPRIETARY INFORMATION \*\***  
*This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton This document may be used by the authorized recipient solely for internal purposes.*

**AGREEMENT FOR PROFESSIONAL SERVICES  
CAD TO CAD FUSION ADAPTER INTEGRATION FOR THE  
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM (IE PSOP)**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and PERATON, 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 in its capacity as System Administrator for the Inland Empire Public Safety Platform (IE PSOP) 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
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective upon both parties signature on this agreement (“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) until the project is completed and accepted by CONFIRE.

**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 Exhibits 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:  
Peraton, Inc  
Attn: Cindy Williams,  
Contract Administrator  
12975 Worldgate Drive  
Suite 7322  
Herndon, VA 20170

**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. Under this Agreement, Peraton shall not be liable to CONFIRE for an amount, which in combination with all claims by CONFIRE against PERATON under this Agreement exceeds the value of this sales agreement.

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

**CONSOLIDATED FIRE AGENCIES**

**Peraton, Inc**

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

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

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

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

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

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

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

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

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

**SCOPE OF SERVICES**

**Peraton Responsibilities**

1. Peraton Project Manager will provide a schedule that will be followed for the development, testing & go-live for this project. The project schedule will be reviewed and approved by all parties at the project kickoff meeting.
  - a. Peraton will schedule a project kickoff meeting at receipt of purchase order or fully executed contract. The kickoff meeting will include all parties, including CONFIRE, Central Square, and Peraton.
  - b. Peraton is requesting the kickoff meeting be scheduled in June 2024 to enable all parties to review the Central Square API documentation, document key resources from each participating agency, and finalize implementation schedule.
2. Peraton will develop a new interface to the Peraton CAD-to-CAD Gateway utilizing the requirements details in the Central Square Fusion Adapter API.
3. Peraton will test utilizing a test gateway or CAD-to-CAD simulator to confirm CAD-to-CAD messages are being sent and received between Peraton Gateway and Central Square Hub.
4. Peraton will make the required changes in the CAL FIRE Riverside CAD-to-CAD Test Gateway to enable testing between the new Fusion Adapter and the Riverside Altaris™ CAD.
5. Peraton will schedule facilitate the project Go-Live
  - a. Once all issues identified in item 4 above are resolved, Peraton will make the required changes in the CAL FIRE Riverside CAD to CAD Production Gateway to enable testing between the new Fusion Adapter and the Riverside Altaris™ CAD. Testing will include an end to end test to and from Riverside and the applicable agencies within the CAD-to-CAD federation.
6. Peraton will schedule facilitate the project Go-Live
7. No training is provided by Peraton as part of this project.

**CONFIRE Responsibilities**

1. Provide a dedicated single point-of-contact to work with and coordinate all interface activities and communication with the Peraton project manager, including (but not limited to) requesting and coordinating with Central Square, CAL FIRE, and any 3rd-party vendors or agencies as required.
2. Engage appropriate resources as needed to resolve any networking, IP addresses, firewall, and any other related issues specific to communications to and from the Central Square Hub.
3. Ensure qualified personnel are available for interface testing and final acceptance testing.
  - a. Personnel will include dispatch staff to be available throughout the project to assist in testing.

4. Contract directly with Central Square for any costs associated with Central Square. Including, but not limited to product purchase, labor related to deployment, testing & go live, maintenance support, and any additional fees related to the adapter change.
5. Provide Project Acceptance.

Failure to satisfy the requirements as identified above per the mutually agreed to schedule will entitle Peraton to request equitable adjustment if cost or schedule impacts are incurred as a result.

#### **Project Completion Acceptance Criteria**

Acceptance of the Fusion Adapter interface shall occur once the adapter has been developed, tested, and successful completion of CAD-to-CAD transactions are performed between CAL FIRE RRU and the Central Square Hub.

#### **Assumptions**

- No hardware, third party software, or training is included.
- All work including installation, integration and testing will be performed remotely.
- Remote access to the necessary CAL FIRE RRU environments is available through the existing CAL FIRE domain VPN access.
- Central Square will provide access to the Fusion Adapter in the Central Square as needed for Peraton to perform installation & testing of the interface.
- Peraton is not procuring or managing any Central Square or other third-party licenses or installations in support of this effort.

**EXHIBIT B  
to AGREEMENT FOR SERVICES**

**COMPENSATION**

**A. Compensation**

Not to exceed the sum of **\$116,499.00**.

**B. Payment**

- a. Schedule
  - At Issuance of Purchase Order (50%) **Total Due \$ 58,249.50**
  - At Completion of Interface (35%) **Total Due \$ 40,774.65**
  - Go Live & Acceptance (15%) **Total Due \$ 17,474.85**
  
- b. Process

Payment shall be made by CONFIRE within 30 days of the receipt of an invoice from Peraton.

## 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.
  - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - (1) material violation of this Agreement by CONFIRE; or
    - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
    - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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



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

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

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

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

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

- 12. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. ANTI-DISCRIMINATION.** It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 15. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time,

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

- 16. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
- Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- 17. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.
- 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 19. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 20. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but

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

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

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

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

**EXHIBIT D  
to AGREEMENT FOR SERVICES**

**INSURANCE**

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

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

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

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

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



Contract Number

\_\_\_\_\_

SAP Number

\_\_\_\_\_

## Inland Counties Emergency Medical Agency

<b>Department Contract Representative</b>	<u>Daniel Muñoz</u>
<b>Telephone Number</b>	<u>(909) 388-5823</u>

<b>Contractor</b>	<u>Consolidated Fire Agencies</u>
<b>Contractor Representative</b>	<u>Nathan Cooke</u>
<b>Telephone Number</b>	<u>(909) 356-2375</u>
<b>Contract Term</b>	<u>July 1, 2024 through September 30, 2034</u>

<b>Original Contract Amount</b>	_____
<b>Amendment Amount</b>	_____
<b>Total Contract Amount</b>	_____
<b>Cost Center</b>	_____

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
INLAND COUNTIES EMERGENCY MEDICAL AGENCY  
AND  
CONSOLIDATED FIRE AGENCIES**

This Memorandum of Understanding (MOU) is hereby entered into by and between **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as “**ICEMA**”) and **CONSOLIDATED FIRE AGENCIES** which consists of member and contract agencies (hereinafter referred to as “**CONFIRE**”). ICEMA and CONFIRE are hereinafter collectively and/or separately referred to as the “Parties”.

**WHEREAS**, ICEMA, through a Joint Powers Agreement, is the local emergency medical services agency (LEMSA) for the Counties of Inyo, Mono, and San Bernardino; and

**WHEREAS**, ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512; and

**WHEREAS**, ICEMA administers an emergency medical services (EMS) computer application (currently ImageTrend Elite) designed to collect and share health information between EMS provider agencies and hospitals. This software product provides the framework necessary for the collection and exchange of health information between ICEMA and CONFIRE.

EMS providers and hospitals for continuity of care; and

**WHEREAS**, ICEMA utilizes patient care data for quality assurance and continuous quality improvement and provides selected EMS Data to the California EMS Information System (CEMSIS) and to National EMS Information System (NEMSIS) through a contract with the California EMS Authority (EMSA); and

**WHEREAS**, the ICEMA suite contains modules that enable fire departments to report and manage National Fire Incident Reporting System (NFIRS) incident data, training, fire safety inspections, inventory and equipment; and

**WHEREAS**, CONFIRE Data is collected and stored in a cloud-based data system which manages the system with each CONFIRE Agency administering its' given services with rights and ownership to its' respective data; and

**WHEREAS**, the Parties of this MOU desire to create a collaborative mechanism by which the interest of each party is equally represented in all aspects related to the collection, storage, and use of CONFIRE data stored in the ICEMA Data System; and

**WHEREAS**, the Parties hereby acknowledge and agree that this MOU shall not constitute an agreement pursuant to California Health and Safety Code, Section 1797.201. In entering into this MOU, each party specifically reserves and does not waive any rights it may have under Supremacy Clause of the United States Constitution, California Health and Safety Code, Section 1797.201, or under any other applicable statute or authority; and

**WHEREAS**, the Parties agree both ICEMA and CONFIRE Agencies will have unrestricted access to the EMS data generated by CONFIRE Agencies. The Parties further agree that CONFIRE Fire Data is solely owned by CONFIRE agencies; and

**WHEREAS**, the Parties are committed to implementing an electronic data system and agree to meet, as needed, to resolve any issues or concerns as they may arise: and

**WHEREAS**, the Parties wish to clearly identify the roles and responsibilities of each party as they relate to the ICEMA Data System; and

**NOW, THEREFORE**, the Parties agree as follows:

## 1. DEFINITIONS

- 1.01 **Adjunct Software:** Software programs that support the ICEMA Data System, which include, but are not limited to, FirstWatch, Tablet Command, Central Square CAD, and Telestaff.
- 1.02 **CONFIRE Agency:** CONFIRE Agency shall mean any Member or Contract Agency of CONFIRE.
- 1.03 **CONFIRE Data:** All EMS and Fire Data that is generated by CONFIRE.
- 1.04 **CONFIRE Fire Data:** All non-EMS data from modules on the ICEMA Data System including, but not limited to, NFIRS fire incident reports, fire prevention, training, inventory, checklists, documents, fire shifts, hydrants, locations, occupants, and fire data that is generated by CONFIRE Agencies. This includes fire reports that involve victims/casualties.
- 1.05 **Data System Administrative Group:** A technical level group whose role includes, but is not limited to, system modifications, reporting, and troubleshooting. The size of this group should be reasonably limited to focus efforts, maintain technical expertise integrity, and for ease of communication.
- 1.06 **EMS Data:** All data from ICEMA's Data System that involves EMS related data only.
- 1.07 **Executive Group:** A managerial level group whose role includes, but is not limited to,

adherence, negotiation, and issue resolution. The size of this group should be reasonably limited to focus efforts and for ease of communication.

- 1.08 **ePCR Form:** Electronic patient care registry form which EMS field personnel record predefined incident specifics. ePCR Forms may be uniquely configured, on a per CONFIRE Agency basis to meet CONFIRE Agency data gathering and reporting needs. Some data is specifically required, by ICEMA, to meet mandatory reporting requirements.
- 1.09 **ICEMA Data System:** A computer software application program administered by ICEMA that includes a suite of EMS specific data collection tools, e.g., currently ImageTrend Elite designed to collect and share health information between EMS providers, hospitals, and health information exchanges. This suite of products provides the framework necessary for the collection and exchange of health information between ICEMA, EMS providers, associated healthcare practitioners, and hospitals for continuity of care.
- 1.10 **Software Provider:** The Software Provider is the current third-party provider of software and/or software as a service, pursuant to a contract with ICEMA and/or the County of San Bernardino that is used to administer, store, and otherwise process CONFIRE Data.

## 2. SCOPE

It is the intent of this MOU to:

- 2.01 Establish guidelines for access to CONFIRE Data in the ICEMA Data System.
- 2.02 Define levels of access to the ICEMA Data System and methods by which CONFIRE Data stored in the cloud-based Data System may be accessed, based on given access rights and permissions.
- 2.03 Establish a partnership that gives all Parties the collective responsibility to determine how CONFIRE's Data stored in the cloud-based Data System will be accessed and used.
- 2.04 Promote a collaborative spirit that maximizes efficient collection of EMS and fire data while keeping costs low for each party.
- 2.05 Define the parameters by which EMS and fire data will be accessed, used, and distributed by the respective Parties to this MOU, consistent with State and Federal laws and regulations.
- 2.06 Provide a mechanism by which CONFIRE Agencies can create agency specific ePCR forms and have customizations made to certain configurable data input fields to achieve their data collection needs.

## 3. TERM OF MOU

- 3.01 The term of this MOU shall begin July 1, 2024 and continue through September 30, 2034, unless earlier terminated as provided herein. Any party may terminate this agreement by providing not less than 90 days' prior written notice, to the other Parties.
- 3.02 Upon termination of this MOU by any one of the Parties, ICEMA agrees to facilitate the transfer of all CONFIRE Fire Data, electronic copies of CONFIRE EMS Data and related information that was generated by CONFIRE to the CONFIRE Data System Administrator. Said data sets shall be a complete duplication of all CONFIRE Data stored within the ICEMA Data System, and compatible with the current version of the ICEMA Data System software. After ICEMA has been notified of the MOU termination, the CONFIRE Data shall be transferred within a timeframe not to exceed 60 days, unless otherwise agreed upon or unless this transfer is delayed by the vendor. All reasonable



to transfer the complete data sets, etc., will be paid by CONFIRE. These costs may include documented charges by the Software Provider as well as ICEMA hourly charge for staff time. This same process shall be applied to each CONFIRE Agency in the event that they opt out of using the ICEMA Data System.

#### 4. FISCAL PROVISIONS

- 4.01 A fiscal agreement has been established between CONFIRE and ICEMA regarding payment for shared costs via Contract #23-1282. Per the absence, delay, termination, or any other alteration of Contract #23-1282's term of performance dates, Parties shall address shared costs as they apply to the scope of this MOU through an amendment to this MOU.

#### 5. CONFIRE ROLES AND RESPONSIBILITIES

- 5.01 CONFIRE remains the primary administrator for the CONFIRE Fire Data System. A Data System Administrative Group will be created to allow CONFIRE access to administrator levels of the ICEMA Data System and ICEMA controlled Adjunct Software programs.
- 5.02 Each CONFIRE Agency has full and unrestricted access to their respective fire data which is solely owned by those agencies and full and unrestricted access, via the CONFIRE Data System Administrative Group, to EMS data that is jointly owned by CONFIRE Agencies and ICEMA, all of which is stored on the cloud-based Data System, currently on the ImageTrend platform.
- 5.03 CONFIRE shall designate a Data System Administrative Group who has full access to all CONFIRE EMS and Fire Data, irrespective of which CONFIRE Agency generated the data. The name and title of the Data System Administrative Group members will be shared with ICEMA. To the extent permitted by law, the Software Provider will serve as an alternate for software support in the event the CONFIRE Data System Administrator is unavailable.
- 5.04 CONFIRE's Data System Administrative Group will coordinate with ICEMA's Data System Administrative Group on any requests for creation of ePCR forms and modifications to configurable input fields or other modifications needed to address CONFIRE's data input and collection needs.
- 5.05 Each CONFIRE Agency has the ability to fully use all modules of the ICEMA Data System, so long as such use does not violate the Software Provider's terms of use or the terms of this MOU.
- 5.06 To the extent permitted by law, each CONFIRE Agency is free to develop and share reports amongst their peers.
- 5.07 Each CONFIRE Agency shall have a designated representative authorized to request technical support. All individual CONFIRE Agency requests should first be directed through CONFIRE's Data System Administrative Group. If additional support is required, ICEMA'S Data System Administrative Group shall be consulted.
- 5.08 CONFIRE understands ICEMA's Data System Administrative Group has the ability to access all CONFIRE Data generated by CONFIRE Agencies. All EMS Data is subject to the Confidentiality of Medical Information Act, California Civil Code Section 56, et seq. (CMIA) and the Health Insurance Portability and Accountability Act (HIPAA) and is confidential. This Administrative Group will not access, disclose or share any CONFIRE Data, except to the extent required by law or necessary to maintain system functionality, without written permission from the Fire Chief or alternate as appointed by the Chief in writing, of the respective CONFIRE Agency generating the data, on a per occurrence basis.

## 6. ICEMA ROLES AND RESPONSIBILITIES

- 6.01 ICEMA remains the primary administrator of the ICEMA EMS Data System.
- 6.02 All ICEMA Data System changes that will affect either the ICEMA Data System or the CONFIRE data system shall be coordinated with all Parties. In cases where a change must be made immediately, in order to sustain system functionality, said change(s) can be made and must be communicated to the other Parties as soon as practical. Modifications or reversal of said changes can be addressed through the Executive Group, if necessary.
- 6.03 ICEMA shall designate a Data System Administrative Group who, to the extent permitted by law, shall have full access to all CONFIRE Data, irrespective of which CONFIRE Agency generated the data. The names and titles of the Data System Administrative Group will be shared with each party. To the extent permitted by law, the Software Provider (currently ImageTrend) will serve as an alternate in the event the ICEMA Data System Administrative Group is unavailable.
- 6.04 To the extent technologically possible and practically reasonable, ICEMA will honor requests from CONFIRE to add or make modifications to configurable input fields in the EMS module to accommodate CONFIRE's need for specific data points. Such requests will be coordinated through each party's Data System Administrative Groups. Any costs from ImageTrend associated with such requests shall be the responsibility of CONFIRE. Shared costs shall be negotiated between Parties in the event a request is mutually beneficial and/or agreed upon.
- 6.05 ICEMA will not share, disclose, or distribute CONFIRE Agency specific, CONFIRE Data without specific written permission from the Fire Chief of the CONFIRE Agency generating the specific data except when necessary to meet EMS Data reporting requirements, including performance based contract reports, and/or to ensure the continuity of patient care between local EMS providers, receiving hospitals, other healthcare providers and CEMSIS/NEMSIS reporting.
- 6.06 ICEMA will not access CONFIRE Fire Data that is generated by CONFIRE Agencies through the ICEMA Data System for any reason other than that which is necessary to collect EMS Data and/or maintain system functionality, without specific written permission from the Fire Chief of the CONFIRE Agency generating the specific data accessed.
- 6.07 ICEMA will not use, disclose, access, or make available any patient specific information other than as required by local, state and/or federal laws and regulations, and/or the Health Information Exchange project, unless such disclosure is requested by CONFIRE in writing.
- 6.08 To the extent permitted by law, EMS Data received from CONFIRE Agencies may be used as part of the ICEMA Continuous Quality Improvement (CQI) Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system.
- 6.09 ICEMA reserves all rights granted by, and shall comply with, applicable local, state and/or federal laws and regulations, to utilize EMS Data solely for establishing and maintaining medical control.
- 6.10 ICEMA recognizes that each of the CONFIRE Agencies must comply with state and federal data reporting requirements such as the National Fire Incident Reporting System (NFIRS) and the National Emergency Response Information System (NERIS).

## 7. ICEMA, and CONFIRE JOINT ROLES AND RESPONSIBILITIES

- 7.01 No party to this agreement shall release any specific CONFIRE Agency's CONFIRE Data directly comparing any CONFIRE Agency with any other CONFIRE Agency without the express w

approval of the affected Parties, except to the extent required by law.

- 7.02 The Parties agree to discuss and resolve any changes outside of this MOU via their corresponding Data System Administrative and Executive Groups. The ongoing interests of each party, as they relate to this MOU, will be equally represented through these groups. Additional working groups may be created, as needed, with the mutual consent of both parties.
- 7.03 To the extent permitted by law, EMS Data received from CONFIRE Agencies may be used as part of the ICEMA Continuous Quality Improvement (CQI) Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system.
- 7.04 The Parties agree that any specific requests for EMS provider information, such as an individual ePCR, shall be referred to the respective CONFIRE Agency for potential release within that Agency's policy and in compliance with all applicable State and federal laws including HIPAA and the CMIA. All EMS Data generated is subject to HIPAA and the CMIA, including "need to know" and "minimum necessary" provisions of the Act and CMIA.

## **8. GENERAL MOU REQUIREMENTS**

### **8.01 Legality and Severability**

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

### **8.02 Representation of ICEMA**

In the performance of this MOU, the Parties, their agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

### **8.03 Relationship of the Parties**

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

### **8.04 Change of Address**

The Parties shall notify the other Parties, in writing, of any change in mailing address within ten (10) business days of the change.

### **8.05 Subcontracting**

No party to this MOU shall subcontract any performance hereunder, without the prior written consent of all other Parties. Any party subcontracting its performance shall remain primarily liable for compliance with this MOU.

### **8.06 MOU Assignability**

Without the prior written consent of ICEMA, the MOU is not assignable, in whole or in part.

### **8.07 MOU Modification**

The Parties agree any alterations, variations, modifications, or waivers of the provisions of this MOU, shall be valid only when reduced to writing, executed and attached to the original MOU and approved by the person(s) authorized to do so on behalf of the Parties.

#### 8.08 Duration of Terms

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

#### 8.09 Time of the Essence

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

#### 8.10 Strict Performance

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

#### 8.11 Mutual Covenants

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

#### 8.12 MOU Exclusivity

This is not an exclusive MOU. ICEMA reserves the right to enter into a MOU with other contractors for the same or similar services.

#### 8.13 Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the MOU, the Parties shall notify the other Parties within one (1) working day, in writing and by telephone.

#### 8.14 Attorney's Fees and Costs

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

#### 8.15 Venue

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

District.

#### 8.16 Choice of Law

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

#### 8.17 Licenses, Permits, Accreditation and/or Certifications

Each party shall ensure that they have all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. Each party shall maintain these licenses, permits, accreditations and/or certifications in effect for the duration of this MOU. Any loss or suspension of any such licenses, permits, accreditations and/or certifications by any Party shall be immediately communicated to the other Parties. Failure to maintain a required license, permit, accreditations and/or certification may result in immediate termination of this MOU.

#### 8.18 Prevailing Wage Requirements

By its execution of this MOU, CONFIRE certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONFIRE agrees to fully comply with such Prevailing Wage Laws. CONFIRE shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested Parties upon request, and shall post copies at the CONFIRE's principal place of business and at the project site. CONFIRE will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations.

#### 8.19 Reserved.

#### 8.20 Reserved.

#### 8.21 Improper Consideration

No party hereto shall offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of another party in an attempt to secure favorable treatment regarding this MOU.

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

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

## 8.22 Employment Discrimination

During the term of the Agreement, the Parties shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Proposer shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other application Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

## 8.23 Improper Influence

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

## 8.24 Material Misstatement/Misrepresentation

If during the course of the administration of this MOU, it is determined that any party has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the other Parties, this MOU may be immediately terminated. If this MOU is terminated according to this provision, the remaining Parties are entitled to pursue any available legal remedies.

## 8.25 Conflict of Interest

Each party hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance contemplated by this MOU. No person having such conflicting interest shall be employed by or associated with any party hereto in connection with this MOU. Each party warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any ordinance, state law or federal statute. Each party further warrants on behalf of itself and its officers, employees, associates and subcontractors, if any, that they will comply with all conflict of interest statutes of the State of California applicable to performance under this MOU, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this MOU, no party shall perform services for another any other entity that would require such party or any of its officers, employees, associates or subcontractors to abstain from a decision under this MOU pursuant to a conflict of interest statute.

## 8.26 Reserved.

## 8.27 Debarment and Suspension

CONFIRE certifies that neither it nor any of its principals or subcontractors 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.

## 8.28 Reserved.

## 8.29 ICEMA Representative

The EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to

services to be rendered under this MOU, including termination and assignment of this MOU, and shall be the final authority in all matters pertaining to the Services/Scope of Work of this MOU. The ICEMA Governing Board must approve all amendments to this MOU.

8.30 Reserved.

8.31 Confidentiality

The Parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this MOU or that become effective during the term of this MOU, including, but not limited to, facility and professional licensing, and or certification laws and regulations, the Confidentiality of Medical Information Act, California Civil Code Section 56, et seq., the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. CONFIRE acknowledges that they are covered entities and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Parties agree to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors and Adjunct Software utilized to fulfill services pursuant to this MOU comply with said provisions. Parties further agree to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

8.32 Public Health Authority

ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512.

8.33 No Third-Party Beneficiaries

The Parties do not intend to confer and this MOU shall not be construed to confer any rights to any person, group, corporation or entity other than the Parties.

8.34 Notice of Delays

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

## 9. INDEMNIFICATION AND INSURANCE

9.1 Indemnification

To the maximum extent permitted by law, each party shall indemnify, defend and hold the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury, to the extent occurring by reason of the negligent acts or omissions or willful misconduct of, or violation of any law or regulation, or breach of any provision of this MOU by, the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any required performance, work, authority or services provided

such party under this MOU.

In the event ICEMA and/or CONFIRE are found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this MOU, ICEMA and/or CONFIRE shall indemnify the other to the extent of its comparative fault.

## 9.2 Insurance

ICEMA is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

CONFIRE is self-insured for the purposes of Workers' Compensation and warrants that through its respective program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

Additionally, CONFIRE agrees to the following insurance requirements:

**Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

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

**Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County. **Severability of Interests** – CONFIRE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONFIRE and the County or between the County and any other insured or additional insured under the policy.

**Proof of Coverage** – CONFIRE shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, CONFIRE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".



Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$25,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by CONFIRE or County payments to CONFIRE will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

CONFIRE agrees to provide insurance set forth in accordance with the requirements herein. If CONFIRE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONFIRE agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

Commercial/General Liability Insurance – CONFIRE shall carry General Liability Insurance covering all operations performed by or on behalf of CONFIRE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

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

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

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

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

## 10. NOTICES

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

To ICEMA:

ICEMA  
1425 South “D” Street  
San Bernardino, CA 92415-0060

To CONFIRE:

CONFIRE JPA  
1743 W. Miro Way  
Rialto, CA 92376

## 11. ENTIRE MOU

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

## 12. COUNTERPART EXECUTION

This MOU may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. For purposes of this MOU only, the Parties shall be entitled to sign and transmit an electronic signature of this MOU (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 execute and deliver to the other Party an original signed MOU upon request.

Unless expressly otherwise set forth in an amendment, any subsequent amendments to the MOU shall be executed by original signatures only.

**IN WITNESS THEREOF**, ICEMA and CONFIRE have executed this MOU to be effective upon the date this MOU becomes fully executed by all Parties.

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

**CONSOLIDATED FIRE AGENCIES**

► \_\_\_\_\_  
Dawn Rowe, Chair, Board of Directors

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

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

Lynna Monell, Secretary

By \_\_\_\_\_  
*Deputy*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

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

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form  
► \_\_\_\_\_  
Deputy County Counsel, John Tubbs II  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Presented to Board for Signature  
► \_\_\_\_\_  
Date \_\_\_\_\_

**CONFIRE****STAFF REPORT****DATE: May 28, 2024****FROM: Nathan Cooke  
Interim Director****TO: Administrative Committee**

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**SUBJECT: Interim Director Agreement**

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**Recommendation**

Approve Amendment No. 1 to the Interim Director agreement with Chino Valley Independent Fire District, extending the term to October 31, 2024.

**Background Information**

On June 28, 2022, the Administrative Committee approved an agreement with Chino Valley Independent Fire District (CVIFD) for Fire Deputy Chief Nathan Cooke to assist the Acting Director. This agreement was amended to extend the term to June 30, 2023. On June 27, 2023, the Administrative Committee approved a new agreement with Chino Valley Independent Fire District for Nathan Cooke to continue serving as the Interim Director of CONFIRE until a permanent replacement was found and extended the term to December 31, 2023. On February 28, 2024, the Administrative Committee approved a six-month extension of the agreement with CVIFD to June 30, 2024. Since CONFIRE was actively responding to the San Bernardino County Ambulance RFP, it was decided to not permanently fill this position until the matter is decided. A recruitment to fill the Director position was conducted with interviews held on April 8, 2024. No offer of employment was made.

As a result, CONFIRE needs an amendment to contract with CVIFD for Fire Deputy Chief Nathan Cooke to continue serving as the Interim Director of CONFIRE through October 31, 2024.

**Fiscal Impact**

Adequate appropriation has been included in the approved 2024-25 budget. The total not to exceed cost for the four months of the contract extension is \$150,000. The Interim

Director position is being funded by utilizing the salary savings from budgeted vacant Director position and other vacancies in Fund 5008.

**AMENDMENT NO. 1 TO  
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND CHINO  
VALLEY INDEPENDENT FIRE DISTRICT**

**1. Parties and Date.**

This Amendment No. 1 to the Independent Contractor Agreement (“Amendment”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2024, by and between the Consolidated Fire Agencies (“CONFIRE”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Chino Valley Independent Fire District (“Contractor”), a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800, et seq.) (together, they are referred to as “Parties,” and individually, as a “Party”)

**2. Recitals.**

2.1 CONFIRE and Contractor entered into an Independent Contractor Agreement on \_\_\_ (“Agreement”), based on CONFIRE’s need for an Interim Director.

2.2 Amendment Purpose. CONFIRE and Contractor now desire to amend the Agreement to extend the Agreement Term (“Amended Term”).

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 24 of Exhibit C of the Agreement, to be signed by both Parties.

**3. Terms.**

3.1 Amendment. Section 2 of the Agreement, EFFECTIVE DATE AND TERM, is hereby amended in its entirety to read as follows:

**“2. EFFECTIVE DATE AND TERM**

a. This Agreement is effective on the date immediately following approval by the CONFIRE Administrative Committee approval and approval by 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) October 31, 2024 (“Amended Term”).

3.2 Amendment. Section 5 of the Agreement, PAYMENT, is hereby amended in its entirety to read as follows:

**“5. PAYMENT**

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this

Agreement, as specified in Exhibit B (“Payment”). In no event shall the total amount paid for the Services under this Agreement during the Amended Term of the Agreement exceed \$150,000, without the written approval of the Parties in advance. Periodic payment shall be made within 15 days of a monthly invoice.”

3.3 Amendment. Exhibit B to Agreement for Services is hereby amended in its entirety to read as follows:

### **“PAYMENT**

#### **A. Payment**

Not to exceed the sum of \$150,000 for the Amended Term through October 31, 2024.

#### **B. Payment**

##### a. Schedule:

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

##### b. Process:

Payment shall be made within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.”

### **4. General Amendment Provisions.**

4.1 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

4.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

4.3 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signature Page on Next Page]**



**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR  
AGREEMENT BETWEEN CONFIRE AND CHINO VALLEY INDEPENDENT FIRE  
DISTRICT**

**CONSOLIDATED FIRE AGENCIES**

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

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

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

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

**CHINO VALLEY INDEPENDENT FIRE  
DISTRICT**

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

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

Print Name: Dave Williams

Its: Fire Chief


**CONFIRE**

## STAFF REPORT

**DATE: May 28, 2024**

**FROM: Nathan Cooke  
Interim Director**

**TO: Administrative Committee**

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**SUBJECT: Contracts for Extra-Help Public Service Employees**

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### Recommendation

Approve contracts for Extra-Help Public Service Employees, serving in the capacities of Lead Project Coordinators for an indefinite period.

### Background Information

CONFIRE has utilized Extra-Help Public Service Employees (PSEs) in various capacities to augment staffing as needed. CONFIRE has the need to continue to utilize PSEs to perform Lead Project Coordinator duties for the foreseeable future. The table below provides the details for each PSE position.

Position Number	Employee Name	Position Title	Hourly Rate	Function/Projects
89267	Graves, David	Lead Project Coordinator	\$52.03	Telestaff and Mutual Aid Resource Availability Administrator
99202	DeAntonio, Dana	Lead Project Coordinator	\$52.03	Westnet Alerting/Automated Voice Dispatching support and Valley Communication Center Project Coordinator
99203	Bell, Michael	Lead Project Coordinator	\$52.03	CAD to CAD Project Manager

Terms and conditions of the extra-help contract, include but are not limited to, the following:

- In compliance with the Patient Protection and Affordable Care Act (PPACA), offered minimum value health plan coverage if scheduled to work more than 30 or more hours per week.

- step advances are at the discretion of the appointing authority after completion of not less than 1,040 hours actually worked for each step.
- not required to work 26 consecutive pay periods.
- participate in San Bernardino County's Deferred Compensation Plan in lieu of participation in any other retirement plan.

In addition to the job functions listed above, these extra help positions act as Agency Liaisons to ensure the managed information service needs of agencies are being met. CONFIRE recommends continued utilization of these three resources as they provide an extensive base of institutional knowledge that is critical to the efficient and effective operation of CONFIRE, and the support provided to other agencies.

### **Fiscal Impact**

The annual cost for each position is \$81,167 based on 30 hours a week for a total cost of \$243,501. These positions will be funded by Managed Information Systems Universal and Seat Based revenues and was included in the 2024-25 budget approved by the Board of Directors.



# EXTRA-HELP/RECURRENT PUBLIC SERVICE EMPLOYEE (PSE) APPOINTMENT AGREEMENT CONFIRE JPA

Extra-Help       Recurrent

*Must print in Black or Blue ink ONLY*

<b>Employee ID</b> D0481	<b>Last Name, First Name</b> DeAntonio, Dana	<b>Proposed Hire</b> 7/13/2024
<b>Position No.</b> 99202	<b>Department</b> CONFIRE	<b>Job Code Title</b> Special Projects Leader #43074 (Lead Project Coordinator)

You are being appointed to an extra-help or recurrent position under the conditions listed below:

1. Pursuant to the Special Districts Personnel Rule III, Section 2, extra-help and recurrent employees are in the Unclassified Service with working conditions normally associated with fixed term temporary employment and cannot gain regular status regardless of time served. Persons appointed to positions in the Unclassified Service are hired and terminated at the discretion of the appointing authority except as otherwise provided by law.
2. Extra-help appointees shall not exceed 2,080 service hours without approval of the Director of Human Resources or designee.
3. Recurrent appointees may work for 80 service hours or less per pay period and are not required to work in 26 consecutive pay periods per year. Employees may not exceed 1,547 service hours in a fiscal year without the express approval of the Director of Human Resources.
4. A recurrent appointment shall mean an appointment, which is made for an indefinite period of time, to meet additional staffing needs.
5. In order to be considered for a regular position, the appointee must apply and compete for such positions through the County's formal examination process.
6. Appointees to extra-help or recurrent positions shall be compensated on an hourly basis only for hours actually worked.
7. Step advances are at the discretion of the appointing authority after completion of not less than 1,040 hours worked each step.
8. Returning retirees: a) may not work more than 960 service hours in any fiscal year ending June 30<sup>th</sup>, b) must wait 180 days from their date of retirement from the San Bernardino County Employees' Association (SBCERA) before returning to work for the County except under certain conditions. Refer to the Returning Retiree Form.
9. You are not eligible to enroll in the employer paid life insurance or to enroll in any voluntary life insurance offered by Special Districts/County Fire Department.
10. In compliance with the Patient Protection and Affordable Care Act (PPACA), you will be offered minimum value health plan coverage if you are scheduled to work more than 30 or more hours per week. You may elect to decline this coverage by completing a declination agreement for essential health plan coverage.
11. You shall participate in the County of San Bernardino's PST Deferred Compensation Plan in lieu of participation in any other retirement plan. You will contribute 7.5% of your biweekly gross earnings. Your contribution shall be automatically deducted from your earnings. Maximum contributions shall be 7.5% of your maximum covered wages in lieu of Social Security.
12. Under the California Healthy Workplaces, Healthy Families Act the County of San Bernardino will provide for the use of annual paid sick leave up to 5 days or 40 hours in a 12 month period, whichever is greater, to employees in the unclassified service who are not covered under a memorandum of understanding (MOU), county ordinance or Compensation Plan that expressly provides for paid sick leave.
13. You may receive legally required benefit and/or right, such as Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) of 1993, as applicable.

I have read and understand the conditions of this appointment above.

<b>Employee Signature</b>	<b>Date</b>
---------------------------	-------------

**Office Use Only**

<b>Acknowledgment</b>		
I hereby acknowledge and declare that the above information was reviewed and explained to the employee.		
<b>Payroll Specialist (Print &amp; Sign)</b> Brigit Bennington	<b>Phone Number</b> 760-995-8216	<b>Date</b>

This document/form incorporates use of e-signature(s) in accordance with the San Bernardino County Policy #03-12 and Standard Practice 1.



# EXTRA-HELP/RECURRENT PUBLIC SERVICE EMPLOYEE (PSE) APPOINTMENT AGREEMENT CONFIRE JPA

Extra-Help       Recurrent

*Must print in Black or Blue ink ONLY*

<b>Employee ID</b> B0835	<b>Last Name, First Name</b> Bell, Michael L.	<b>Proposed Hire</b> 7/13/2024
<b>Position No.</b> 99203	<b>Department</b> CONFIRE	<b>Job Code Title</b> Special Projects Leader #43074 (Lead Project Coordinator)

You are being appointed to an extra-help or recurrent position under the conditions listed below:

1. Pursuant to the Special Districts Personnel Rule III, Section 2, extra-help and recurrent employees are in the Unclassified Service with working conditions normally associated with fixed term temporary employment and cannot gain regular status regardless of time served. Persons appointed to positions in the Unclassified Service are hired and terminated at the discretion of the appointing authority except as otherwise provided by law.
2. Extra-help appointees shall not exceed 2,080 service hours without approval of the Director of Human Resources or designee.
3. Recurrent appointees may work for 80 service hours or less per pay period and are not required to work in 26 consecutive pay periods per year. Employees may not exceed 1,547 service hours in a fiscal year without the express approval of the Director of Human Resources.
4. A recurrent appointment shall mean an appointment, which is made for an indefinite period of time, to meet additional staffing needs.
5. In order to be considered for a regular position, the appointee must apply and compete for such positions through the County's formal examination process.
6. Appointees to extra-help or recurrent positions shall be compensated on an hourly basis only for hours actually worked.
7. Step advances are at the discretion of the appointing authority after completion of not less than 1,040 hours worked each step.
8. Returning retirees: a) may not work more than 960 service hours in any fiscal year ending June 30<sup>th</sup>, b) must wait 180 days from their date of retirement from the San Bernardino County Employees' Association (SBCERA) before returning to work for the County except under certain conditions. Refer to the Returning Retiree Form.
9. You are not eligible to enroll in the employer paid life insurance or to enroll in any voluntary life insurance offered by Special Districts/County Fire Department.
10. In compliance with the Patient Protection and Affordable Care Act (PPACA), you will be offered minimum value health plan coverage if you are scheduled to work more than 30 or more hours per week. You may elect to decline this coverage by completing a declination agreement for essential health plan coverage.
11. You shall participate in the County of San Bernardino's PST Deferred Compensation Plan in lieu of participation in any other retirement plan. You will contribute 7.5% of your biweekly gross earnings. Your contribution shall be automatically deducted from your earnings. Maximum contributions shall be 7.5% of your maximum covered wages in lieu of Social Security.
12. Under the California Healthy Workplaces, Healthy Families Act the County of San Bernardino will provide for the use of annual paid sick leave up to 5 days or 40 hours in a 12 month period, whichever is greater, to employees in the unclassified service who are not covered under a memorandum of understanding (MOU), county ordinance or Compensation Plan that expressly provides for paid sick leave.
13. You may receive legally required benefit and/or right, such as Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) of 1993, as applicable.

I have read and understand the conditions of this appointment above.

<b>Employee Signature</b>	<b>Date</b>
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**Office Use Only**

<b>Acknowledgment</b>		
I hereby acknowledge and declare that the above information was reviewed and explained to the employee.		
<b>Payroll Specialist (Print &amp; Sign)</b> Brigit Bennington	<b>Phone Number</b> 760-995-8216	<b>Date</b>

This document/form incorporates use of e-signature(s) in accordance with the San Bernardino County Policy #03-12 and Standard Practice 1.



# EXTRA-HELP/RECURRENT PUBLIC SERVICE EMPLOYEE (PSE) APPOINTMENT AGREEMENT CONFIRE JPA

Extra-Help       Recurrent

*Must print in Black or Blue ink ONLY*

<b>Employee ID</b> G1246	<b>Last Name, First Name</b> Graves, David J.	<b>Proposed Hire</b> 7/13/2024
<b>Position No.</b> 89267	<b>Department</b> CONFIRE	<b>Job Code Title</b> Special Projects Leader #43074 (Lead Project Coordinator)

You are being appointed to an extra-help or recurrent position under the conditions listed below:

1. Pursuant to the Special Districts Personnel Rule III, Section 2, extra-help and recurrent employees are in the Unclassified Service with working conditions normally associated with fixed term temporary employment and cannot gain regular status regardless of time served. Persons appointed to positions in the Unclassified Service are hired and terminated at the discretion of the appointing authority except as otherwise provided by law.
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4. A recurrent appointment shall mean an appointment, which is made for an indefinite period of time, to meet additional staffing needs.
5. In order to be considered for a regular position, the appointee must apply and compete for such positions through the County's formal examination process.
6. Appointees to extra-help or recurrent positions shall be compensated on an hourly basis only for hours actually worked.
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9. You are not eligible to enroll in the employer paid life insurance or to enroll in any voluntary life insurance offered by Special Districts/County Fire Department.
10. In compliance with the Patient Protection and Affordable Care Act (PPACA), you will be offered minimum value health plan coverage if you are scheduled to work more than 30 or more hours per week. You may elect to decline this coverage by completing a declination agreement for essential health plan coverage.
11. You shall participate in the County of San Bernardino's PST Deferred Compensation Plan in lieu of participation in any other retirement plan. You will contribute 7.5% of your biweekly gross earnings. Your contribution shall be automatically deducted from your earnings. Maximum contributions shall be 7.5% of your maximum covered wages in lieu of Social Security.
12. Under the California Healthy Workplaces, Healthy Families Act the County of San Bernardino will provide for the use of annual paid sick leave up to 5 days or 40 hours in a 12 month period, whichever is greater, to employees in the unclassified service who are not covered under a memorandum of understanding (MOU), county ordinance or Compensation Plan that expressly provides for paid sick leave.
13. You may receive legally required benefit and/or right, such as Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) of 1993, as applicable.

I have read and understand the conditions of this appointment above.

<b>Employee Signature</b>	<b>Date</b>
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**Office Use Only**

<b>Acknowledgment</b>		
I hereby acknowledge and declare that the above information was reviewed and explained to the employee.		
<b>Payroll Specialist (Print &amp; Sign)</b> Brigit Bennington	<b>Phone Number</b> 760-995-8216	<b>Date</b>

This document/form incorporates use of e-signature(s) in accordance with the San Bernardino County Policy #03-12 and Standard Practice 1.

DISTRIBUTION: Original – HR EMACS-HR (0030)

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES**  
**Data Analysis and Related Services**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Mat Fratus Consulting (“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
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Special Terms and Conditions

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective on July 1, 2024 (“Effective Date”) and unless terminated earlier, shall end on June 30, 2025.
- b. This agreement may be extended for one additional year with Administrative Committee approval.

**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. SPECIAL TERMS AND CONDITIONS**

The Special Terms and Condition are 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:  
Mat Fratus Consulting  
P.O. Box 4031  
Blue Jay, CA, 92317

Physical Address:  
27683 North Bay Rd  
Lake Arrowhead, CA 92352  
Attn: Mat Fratus



**10. 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**

**Mat Fratus Consulting**

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

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

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

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

Print Name:  Nathan Cooke

Print Name:  Mat Fratus

Its:  Interim Communications Director

Its:  Owner

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

**SCOPE OF SERVICES**

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

**1. Data Analysis (to include some or all of the following)**

- a. Perform analysis of current and historic calls for service.
- b. Extract raw data from Computer Aided Dispatch (CAD) system that includes all calls processed through the CONFIRE JPA communication system that involved CONFIRE member or contract fire department resources or occurred in a jurisdiction of a CONFIRE served agency.
- c. Perform analysis of calls for service data to include response types, volume of calls, location and time of day of each call, time on task, unit hour utilization, medical acuity of Emergency Medical Service (EMS) calls based on Emergency Medical Dispatch (EMD) determinants, mutual and automatic aid impacts, fire and rescue types and occurrences, and other relevant emergency and non-emergency service call characteristics.
- d. Integrate data points into logical combinations and comparisons to develop a foundation for strategic decision making and for further analysis.
- e. Examine EMS dispatch and patient records to determine community use characteristics, impacts of patient care delivered by responding personnel, and outcomes.
- f. Provide data sets for spatial analysis of emergency fire, rescue, and medical service calls for service through CONFIRE GIS mapping and analysis.
- g. Analyze EMS data of CONFIRE agencies to determine primary chief complaint categories and effectiveness of treatment modes.
- h. Provide reports and presentations to CONFIRE stakeholders relating to the processes and findings of contractor's data analysis.
- i. Participate in meetings related to the capture, retrieval, and analysis of CONFIRE data. Offer relevant observations and make recommendations based on findings.
- j. Work with outside vendors who currently provide, or may provide, data capture and/or analysis tools for emergency and non-emergency activity of CONFIRE agencies or cooperators.
- k. Create reporting tools for use by CONFIRE Admin and agency reps
- l. Develop and build triggers and reports in Firstwatch, Excel or other means that can be utilized by CONFIRE for data purposes going forward.
- m. Create repeatable queries or other tools/reports for analyzing data from the following data sources:
  - i. Inform CAD
  - ii. ProQA
  - iii. Vesta Analytics
  - iv. Image Trends

**2. Acts as CONFIRE Admin Chiefs Liaison in various venues specific to data collection and analysis**

- a. ICEMA (Image Trends MOU)
- b. CONFIRE Ops & Support Committees
- c. EMD/ECNS Project
  - i. Dispatch Review Committee

**3. Evaluate Options and Develop Recommendations.**

- a. Assist CONFIRE in working with allied agencies to explore service partnerships that enhance service levels of CONFIRE and their represented agencies. This could include any of the following individually or in combination:
  - i. Ambulance transport providers.
  - ii. Local hospitals and medical facilities.
  - iii. Local regulatory agencies e.g. Inland Counties Emergency Medical Agency (ICEMA)
  - iv. State and Local government agencies.
  - v. Non-CONFIRE communication centers
  - vi. Other public and private agencies e.g. public and private insurance carriers, non-emergency transportation providers, Department of Public Health.

**EXHIBIT B  
to AGREEMENT FOR SERVICES**

**COMPENSATION**

**A. Compensation**

\$80.00 per hour

Not to exceed the sum of \$50,000.

**B. Payment**

a. Schedule

To be billed in monthly installments, paid on or before [insert date].

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 this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
  - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - (1) material violation of this Agreement by CONFIRE; or
    - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
    - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

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

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

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

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

- 12. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. ANTI-DISCRIMINATION.** It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 15. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time,

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

- 16. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
- Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- 17. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.
- 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 19. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 20. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but

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

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

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

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



**EXHIBIT D  
to AGREEMENT FOR SERVICES**

**INSURANCE**

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

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

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

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

**EXHIBIT E**  
**to AGREEMENT FOR SERVICES**

**SPECIAL TERMS AND CONDITIONS**  
**American Rescue Plan Act (ARPA)**

**1. Program 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 (*See **Appendix 1*** to this Exhibit E).
- b. The award will not be made to any party debarred, suspended or otherwise excluded from participation in federal assistance programs. Contractor must be registered and will be checked against the Federal Department List (<https://www.sam.gov>). Please note a Unique Entity ID number (generated by SAM.gov) is required to register on the SAM website.
- c. Local preference does not apply.

**2. Federal Audit**

Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Agreement, any Federal grantor agency when funds are granted to CONFIRE to fund this Agreement, 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.

**3. Certification**

CONFIRE and Contractor that neither its principals or subcontractors is presently disbarred, suspended, or proposed for debarment declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (*See* the following United States General Services Administration’s System for Award Management website <https://www.sam.gov>). Any contracts funded by this Agreement shall be with vendors that meet this certification.

**APPENDIX 1 to  
EXHIBIT E  
to AGREEMENT FOR SERVICES**

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This content is from the eCFR and is authoritative but unofficial.

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## Title 2—Grants and Agreements

### Subtitle A—Office of Management and Budget Guidance for Grants and Agreements

#### Chapter II—Office of Management and Budget Guidance

#### Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.  
**Source:** 85 FR 49539, Aug. 13, 2020, unless otherwise noted.  
**Authority:** 31 U.S.C. 503  
**Source:** 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

**Appendix II to Part 200, Title 2 (up to date as of 5/15/2023)  
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**2 CFR Appendix-II-to-Part-200(E)**

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

**Appendix II to Part 200, Title 2 (up to date as of 5/15/2023)**  
**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**2 CFR Appendix-II-to-Part-200(J)**

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]*

**CONFIRE****STAFF REPORT****DATE: May 28, 2024****FROM: Nathan Cooke, Interim Director****BY: Damian Parsons, Finance/Administrative Director  
Rana Gilani, Staff Analyst II****TO: CONFIRE Administrative Committee**

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**SUBJECT: \$2,000,000 loan to Fund 5020 (EMS) from Fund 5010  
(Reserve)**

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**Recommendation**

It is recommended that the CONFIRE Administrative Committee authorize a loan from Fund 5010 (Reserve) to Fund 5020 (EMS) in the amount of \$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.

**Background Information**

The County of San Bernadino has awarded CONFIRE the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas contract. To begin providing ambulance services effective October 1, 2024, as required per the agreement with the County, 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.

It is recommended that CONFIRE utilizes the reserve in Fund 5010 by loaning it to Fund 5020 (EMS) to fund the above startup costs with no interest. This action will delay or potentially eliminate the need to utilize the loan provided by the City of Ontario at 4% interest.



The terms of the loan are as follows:

Maximum Loan Amount:	\$2,000,000.00
Minimum Amount Per Draw:	\$2,000,000.00
Draw Effective Date:	May 29, 2024
Loan Agreement:	Agreement expires 2 years from the effective date of the loan agreement. Draws request must be completed within the two years.
Interest Rate:	0%
Repayment:	Borrower will pay scheduled principal within 2 years

**Fiscal Impact**

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 the transfer of funds.

**CONFIRE****STAFF REPORT**

**DATE:** May 28, 2024

**FROM:** Nathan Cooke, Director

**TO:** Administrative Committee

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**SUBJECT: Adopting Dispatch Processing Time Standards**

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**Recommendations:**

1. Adopt 911 call pickup and call processing time goals for CONFIRE communication center as outlined in Attachment A.
2. Monitor the progress toward meeting the established goals through regular evaluation and reporting of call processing times to CONFIRE's administrative staff and dispatchers.

**Background**

As a secondary Public Safety Answering Point (PSAP), the services offered by CONFIRE communications represent the first step in providing emergency medical and fire services to 911 callers in San Bernardino County. Therefore, it is crucial that the processing of these 911 calls is efficient, accurate, and prompt. This includes call pickup time (interval between Primary PSAP call transfer and phone pickup at CONFIRE), and call processing time (911 call pickup by CONFIRE to first unit dispatched).

Because time is critical in the 911 response continuum, emphasis is often given to the promptness in which calls are processed. Organizations such as NFPA, National Emergency Number Association (NENA), and the International Academies of Emergency Dispatchers (IAED) address recommendations for secondary PSAP 911 call pickup and call processing times as follows:

**NENA:** NENA's document titled "Standard for 911 Call Processing" (Sec. 020.1-2020) outlines a maximum call pickup time of 15 seconds or less on 90% of calls. Their standard makes reference to call processing time guidelines but does not specify a time standard.

**NFPA 1710:** This standard mirrors NENA's call pickup time of 15 seconds or less on 90% of 911 calls. 1710 goes further with the general recommendation for call processing of 64 seconds on 90% of 911 calls. However, they make exceptions for certain conditions, such as the use of EMD, language translation, TTY, and other call situations. In these conditions, the standard is changed to 90 seconds on 90% of the calls.

**IAED:** IAED recognizes the need for expedient dispatch processing but stops short of providing a specific time standard. Their position has traditionally been to focus on quality as the efficiency metric, not a time standard.

It should be noted that the 2020 version of NENA's Standard for 911 Call Processing document states that their research found no evidence of a scientific basis for the selection of the metrics used by either NENA or NFPA. As such, their recommendation is that agencies use these metrics as a foundation for performance while engaging in evidence-based evaluations of their capabilities and desired outcomes to develop appropriate goals and policies.

It should also be noted that a 2022 analysis by NFPA's Fire Protection Research Foundation found that PSAPs are generally unable to process calls within the time prescribed by NFPA standards. Furthermore, very few PSAPs in their study adopted NFPA standards for call processing due to their inability to reasonably achieve the prescribed times.

Even so, both agencies recommend that some form of time standard is adopted and measured as part of best practices. Based on their research, agencies who follow a written standard experienced significantly lower call processing times than agencies who do not adopt and/or measure a standard<sup>1</sup>.

#### **Previous Action by CONFIRE**

In 2020, CONFIRE adopted a call pickup time goal of ten seconds or less on 90% of 911 calls. This standard has been met or exceeded each month for over two years. Also in 2020, CONFIRE adopted a call processing goal of 90 seconds or less on 90% of "High Priority" calls for service. This was amended in 2022 to clarify "High Priority" using NFPA standard 1221's guidance of applying the time standard only to calls that CONFIRE deemed to be time sensitive (acute medical, working or suspected working fires, rescues, etc.). Calls that are excluded from the call processing time calculations are shown in Attachment B.

Meeting the 90-second call processing time goal has proved to be challenging. Overall call processing times for calendar year 2023 (using high priority calls only) was at 3 minutes, 3 seconds or less on 90% of the calls. This is 103% higher than CONFIRE's goal and NFPA 1710 recommendations of 90-seconds or less on 90% of emergency calls.

Based on staff's research, CONFIRE's difficulty in meeting these goals and recommendations is not uncommon for most fire communication centers. It is clear, however, that agencies that establish and abide by reasonable call processing time goals experience higher levels of efficiency and expediency in processing 911 calls. For these reasons, staff recommends that

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<sup>1</sup> Fire Protection Research Foundation found that while PSAPs that adopted NFPA's processing time standard were still performing at twice the time of the recommended standard, those that did not took roughly 500% longer than the standard. One of the noted limitations of the study was that too few PSAPs were adequately tracking their times.

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 these goals using industry best practices, broader organizational goals, and historical data. As shown in Attachment A, 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.

As Attachment A shows, the percentage of dispatchers currently meeting the proposed time goals is relatively low. Improving these times will require a focus on organizational processes and procedures, as well as individual performance. 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. It is also expected that any organizational elements that are impeding progress towards these goals will be identified and corrected through the monitoring process. As progress is made, there may be an opportunity to realign the goals more aggressively with higher individual performance and organizational efficiency.

### **Fiscal Impacts**

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

## Attachment A

## Proposed Dispatcher Call Pick up and Call Processing Time Goals

911 Call Pickup Time		
Call Type	Percentage of Calls Answered in 10 seconds or less*.	Proposed 90th Percentile Goal
All 911 Calls	92%	0:00:10

\*Call pickup times are captured through the State 911 system using ECaTS. This platform reports by percentage compliance, not specific time intervals.

EMS Call Processing		
Determinant Code	Current 90th Percentile Call Pickup to 1st unit Assigned	Proposed 90th Percentile Goal
Echo	0:01:52	0:01:30
Delta	0:02:38	0:02:30
Charlie	0:03:11	0:02:30
Bravo	0:03:26	0:03:00
Alpha	0:03:37	0:03:00
Omega	0:03:10	0:03:00
EMS No Determinant Code	0:02:27	0:02:00

Fire/Rescue Call Processing		
Fire/Rescue Call Type	Current 90th Percentile Call Pickup to 1st unit Assigned	Proposed 90th Percentile Goal
Structure Fires (Priority 10 calls)	0:02:40	0:02:30
Non-Structure Fires (Priority 2 calls)	0:02:41	0:02:30
Alarms/Investigations (Priority 3 calls)	0:02:20	0:03:00

## Attachment B

Calls Deemed Non-Emergent for Purposes of Call Processing Time Calculations Per  
CONFIRE Adoption of NFPA 1221

ABD-A1	CPR-O1x	MOVUP
ABD-A2	CPR-O1y	MU - Mutual Aid Requested
ABD-A3	CPR-O1z	OD-O1
ABD-O1	CVA-A1	OD-O1A
ABD-O2	CVA-A1c	OI - Outside Investigation
ALL-A1	CVA-A1j	PS - Public Service
ALL-A1i	CVA-A1l	Psy - Psychiatric/Abn Behavior
ALL-A1m	CVA-A1u	PSY-A1
ALL-A2	CVA-A1x	PSY-A2
ALL-A2m	DIA-A1	PSY-A3
ALL-O1	DIA-O1	PSY-B1
ALL-O2	DRWN-A1	PSY-B2
ANML-A2	ELEV-RQ - Elev Rescue w/o inj	PSY-B3
ANML-A3	EYE-A1	PSY-B4
ANML-A4	EYE-A2	PSY-B5
ANML-O1	EYE-A3	PSY-B6
ANML-O2	EYE-O1	PSY-O1
ANML-O3	EYE-O2	PSY-O2
AO -Aircraft Crash off Airport	FALL-A1	PSY-O3
AS - Aircraft Standby	FALL-A1e	PSY-O4
ASLT - Assault	FALL-A1g	RA - Residential Alarm
ASLT-A1	FALL-A1p	RQ - Rescue
ASLT-A2	FALL-A2	RR - Railcar Incident
ASLT-A2a	FALL-A2a	SICK-O1
ASLT-A2s	FALL-A2g	SICK-O10
ASLT-A3	FALL-A2p	SICK-O11
ASLT-A3a	FALL-A3	SICK-O12
ASLT-O1	FALL-A3g	SICK-O14
ASLT-O2	FALL-A3p	SICK-O15
AT - Ambulance Transport	FALL-A4	SICK-O17
BACK-A1	FALL-A4a	SICK-O18
BACK-A2	FALL-A4g	SICK-O19
BIRTH-A1	FALL-A4p	SICK-O2
BIRTH-A1m	FALL-O1	SICK-O20
BIRTH-O1	FALL-O2	SICK-O21

BIRTH-O2	FU - Unknown Type Fire	SICK-O22
BT - Bomb Threat	FWI - Fireworks Investigation	SICK-O23
BURN-A1	GAT -Alarm Testing	SICK-O24
BURN-A1e	GBP - Burn Permit	SICK-O25
BURN-A1w	GCC - County Comm Incident	SICK-O26
BURN-A3	GEM - Emergency Medical Inc	SICK-O27
BURN-A3e	GFM -Facilities Management Inc	SICK-O28
BURN-A5	GHZ - Hazardous Materials Inc	SICK-O3
BURN-A5e	GIT - IT Incident	SICK-O4
BURN-O1	GLAW - Law Enforcement Inc	SICK-O5
CA- Commercial Alarm	GLL - Loma Linda City Inc	SICK-O6
CARE TRANSPORT	GMI - Miscellaneous Gov Inc	SICK-O7
CHOKE-A1	GMU - Out-of-System Mutual Aid	SICK-O8
CHOKE-A1c	GPH - Public Health Incident	SICK-O9
CHOKE-A1f	GRD - Road Department Inc	SP - Fuel Spill
CHOKE-A1m	GRF - Referral Incident	STAB - Stabbing
CHOKE-A1o	GSW - Gunshot Wound	SWTR - Swift Water Rescue
CHOKE-A1u	GWX - Weather Incident	TRAUMA-O1
CHOKE-O1	HCE-O1	TRAUMA-O2
CI - Commercial Investigation	HEAD-O1	TRB - Training Burn
CO - Carbon Monoxide Alarm	HL-O1	WS - Water Salvage
CP-A1	HL-O2	ZAP - Outside Elec Incident
CP-O1	HL-O3	
CPR-O1	HZ - Hazardous Materials	
	IN - Inside Investigation	
	INH-O1	

**CONFIRE****STAFF REPORT****DATE: May 28, 2024****FROM: Nathan Cooke  
Interim Director****TO: Administrative Committee**

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**SUBJECT: XBO Emergency Command Center Chief Position**

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**Recommendation**

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

**Background Information**

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 Director's staff update at 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.

As a result of the discussion above the Administrative Committee gave the direction to staff to add a new full-time regular position to perform the duties of XBO Emergency Command Chief for CONFIRE.

**Fiscal Impact**

The total estimated salary and benefit cost for this position is \$299,000. Adequate appropriation has been included in the approved 2024-25 budget.