



## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, FEBRUARY 22, 2022 – 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, February 22, 2022 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.

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

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

### 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 Administrative Committee Minutes of January 25, 2022
2. CONFIRE Operations Statement as of January 31, 2022  
CONFIRE Fund Balance Report as of January 31, 2022
3. Call Summary Year To Date 2022
4. CONFIRE - Billable Incidents
5. 2022 Answer Time Year To Date
6. DataMark Validate-Edit-Provision (VEP) Software

## **DIRECTOR REPORT**

- a. Nicole Hannibal- Life Saving Award
- b. Ambulance RFP/Centralized Dispatch Center
- c. Staffing Challenges

## **COMMITTEE REPORTS**

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

## **OLD BUSINESS**

7. Valley Communications Center - Chief Harker (**discussion Item**)





## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JANUARY 25, 2022 – 1:30 PM

TEAMS

### MINUTES

#### ROLL CALL

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

Chief Dan Munsey/Acting Chairperson, San Bernardino County Fire

Chief Ken Harrison, Apple Valley Fire Protection District – *Arrived at 1:45 p.m.*

Chief Dave Williams, Chino Valley Fire District

Chief Henry Perez, Colton Fire Department - *Absent*

Chief Dan Harker, Loma Linda Fire Department

Chief Mike McCliman, Rancho Cucamonga Fire Department

Chief Rich Sessler, Redlands Fire Department – *Arrived at 1:50 p.m.*

Chief Brian Park, Rialto Fire Department

Chief Jeff Armstrong, Victorville Fire Department

#### CALL TO ORDER

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

#### PUBLIC COMMENT

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

#### INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

*No conflicts were announced.*

#### CONSENT ITEMS

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

1. Approve Administrative Committee Minutes of October 26, 2021
2. Approve Administrative Committee Planning Meeting Minutes of November 16, 2021
3. CONFIRE Operations Statement as of December 31, 2021  
CONFIRE Fund Balance Report as of December 31, 2021

4. 2020-2021 Call Summary
5. 2021 PSAP Answer Time
6. 2021 Billable Incidents

*Motion to accept all items on Consent.*

*Motion by: Chief Brian Park (1)*

*Second by: Chief Jeff Armstrong (1)*

*Chief Dan Munsey (4)-Yes*

*Chief Ken Harrison (1)-Absent*

*Chief Dave Williams (1)- Yes*

*Chief Henry Perez (1) - Absent*

*Chief Dan Harker (1) - Yes*

*Chief Mike McCliman (1) - Yes*

*Chief Rich Sessler (1) – Absent*

*Yes-9*

*No-0*

*Absent-3*

*Motion Passed*

## **DIRECTOR REPORT**

7. Call Processing Report – **Discussion Item**
8. Emergency Communications Nurse System Update – **Action Item**

*In December of 2020 the San Bernardino County region was heavily impacted by COVID 19, resulting in an acceleration of the ECNS project. CARES Act monies were authorized for the ECNS project, which funded the REMSA agreement through December 31, 2021. Discussions have been on-going with regional payors which is believed to be a solution to the sustainability of the ECNS program, but no commitments have been established. On December 10, 2020 the CONFIRE Board of Directors approved a fund balance transfer of \$250,000 into the general reserve fund 5010 to be utilized for EMD optimization projects specific to ECNS. CONFIRE petitioned the San Bernardino County Board of Supervisors for American Rescue Plan monies to implement a full-time program, using CONFIRE employees, as outline in the budget in the adopted business plan. The item will be brought before the San Bernardino County Board of Supervisors at the February 8<sup>th</sup>, 2022 meeting.*

*CONFIRE has been exploring all options to fund startup costs, including staffing, which will be incurred beyond 2021 but no funding source has been secured to date.*

*Motion to approve three months of operating expenses to continue the contractual agreement with Regional Emergency Medical Services Agency (REMSA) for the Emergency Communications Nurse System (ECNS). Funds will come from general*

*reserve fund 5010 which the CONFIRE Board of Directors approved \$250,000 for EMD optimization projects specific to ECNS on December 10, 2020.*

*Motion by: Chief Dave Williams (1)*

*Second by: Chief Dan Munsey (4)*

*Chief Ken Harrison (1)-Yes*

*Chief Henry Perez (1) - Absent*

*Chief Dan Harker (1) - Yes*

*Chief Mike McCliman (1) - Yes*

*Chief Rich Sessler (1) – Absent*

*Chief Brian Park (1)- Yes*

*Chief Jeff Armstrong (1)-Yes*

*Yes-10*

*No-0*

*Absent-2*

*Motion Passed*

9. Valley Communications Center – **Discussion Item**

*CONFIRE contracted CTA Consultants LLC (CTA) to assess the need/justification for redundant dispatch operations and to perform an analysis on alternatives to improve the current dispatch facility in Rialto. CTA's Alternative Analysis Report was presented to the CONFIRE Administrative Chiefs for review. After discussion the Chiefs requested the sub committee review all findings and report their recommendation to the Administrative Committee on February 22<sup>nd</sup>.*

**COMMITTEE REPORTS**

a. Support Committee Report/MIS Updates - Blessing Ugbo

*CONFIRE MIS is exploring the standardization and functionalities of ImageTrend and FirstWatch software. Upon initial assessment several modules show no utilization and could offer substantial savings if discontinued. The Chiefs requested a committee of current users be assembled to identify each agencies needs before discontinuing any modules. This committee is to report their findings at the February 22<sup>nd</sup> meeting.*

b. Ops Chief Committee Report - Chief Bruner

*The Ops Chief Committee has been discussing the Command Center Concept. Current items being worked thru:*

- *Can it be done with one Chief for all Agencies?*
- *If not identify trigger points when an OPS Chief would respond to the center (weather, CAD incidents, multiple alarm fires)*
- *Create a rotation schedule*
- *If immediate need arises, does the closest OPS Chief report?*
- *Cost analysis*

## c. CAD to CAD – Mike Bell

- *AMR – San Bernardino end of Q2 possibly June/July*
- *Chino PD – Go live scheduled for March 2, 2022*
- *Riverside County Fire – Project kick-off December 2021*
- *Murrieta – Project kick-off December 2021*
- *Ontario – May 1, 2022 go live scheduled*

*Pending projects:*

- *Corona – on hold*
- *Cal Fire – San Bernardino, agreement pending before project can commence*
- *AMR – Riverside, standing by for other FD's*
- *Riverside City, standing by for AMR*

*Potential Projects:*

- *CHP demo scheduled for 2/7/2022*
- *Irwin/IROC Teams discussing feasibility*
- *Southwest Gas demo scheduled for 2/9/22*
- *Barstow FD reaching out to Chief*

**OLD BUSINESS****NEW BUSINESS**10. Officer Elections – **Action Item**

Per CONFIRE By-Laws “He/She shall serve a one (1) year term as Chairperson/Vice-Chairperson and shall be elected to that position annually by the members of the Administrative Committee.”

*Motion to elect Chief Jeff Armstrong to a 1-year term as Chairperson and Chief Dan Harker to a 1-year term as Vice-Chairperson.*

*Motion by: Chief Dave Williams (1)*

*Second by: Chief Dan Munsey (4)*

*Chief Ken Harrison (1)-Yes*

*Chief Henry Perez (1) -Absent*

*Chief Dan Harker (1) -Yes*

*Chief Mike McCliman (1) -Yes*

*Chief Rich Sessler (1) –Absent*

*Chief Brian Park (1)-Yes*

*Chief Jeff Armstrong (1)-Yes*

*Yes-10*

*No-0*

*Absent-2*

*Motion Passed*

11. Valley Communications Center Sub-Committee – **Action Item**  
The current sub-committee consists of Chief Park and Chief Munsey. Recommend adding Chief Harker as a third member.

*Motion to add Chief Harker as the third member of the Valley Communications Center Sub-Committee.*

*Motion by: Chief Brian Park (1)*

*Second by: Chief Dave Williams (1)*

*Chief Dan Munsey (4)-Yes*

*Chief Ken Harrison (1)-Yes*

*Chief Henry Perez (1) -Absent*

*Chief Dan Harker (1) -Yes*

*Chief Mike McCliman (1) - Yes*

*Chief Rich Sessler (1) –Yes*

*Chief Jeff Armstrong (1)-Yes*

*Yes-11*

*No-0*

*Absent-1*

*Motion Passed*

12. BLS ambulances on Alpha and Omega Call Types – **Discussion Item**

## **ROUND TABLE**

## **CLOSED SESSION**

13. Pursuant to California Government Code Section 54956.9(a) The Administrative Committee will meet in closed session to be briefed regarding (1) case of litigation Claim No. CIV SB 2129232 LISA SEGOVIA vs. COUNTY OF SAN BERNARDINO, CONSOLIDATED FIRE AGENCIES (CONFIRE)

14. Communication Workers of America-Emergency Services Unit MOU negotiations.

## **ADJOURNMENT**

*Motion to adjourn the CONFIRE Administrative Committee Meeting*

*Motion by Chief Brian Park*

*Second by Chief Jeff Armstrong*

*The meeting adjourned at 1615.*

## **Upcoming Meetings:**

Next Regular Meeting: February 22, 2022, at 1:30 p.m. Location to be determined.



/s/ Liz Berry  
**Liz Berry**  
**Administrative Secretary I**



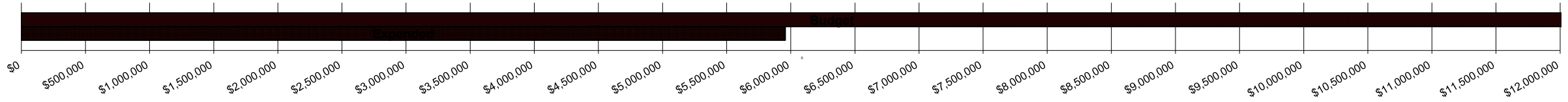
**OPERATIONS FUND 5008  
UNAUDITED MONTHLY SUMMARY FY 2021/22**

Transactions thru January 31, 2022

Item 2.

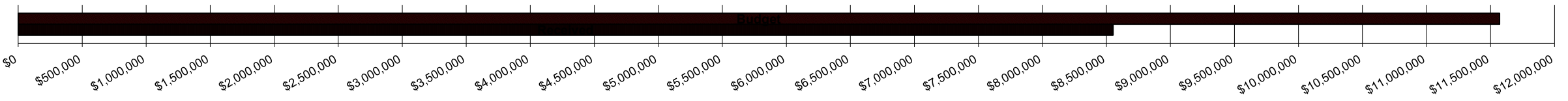
Expenditures	3 PP					3 PP					3 PP		Total YTD Expended	2020/21 Budget	Bud - Exp Difference	% Used
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June				
Salary/Benefits	519,723	478,214	556,180	494,631	503,318	780,853	479,036	-	-	-	-	-	3,811,955	7,921,125	\$4,109,170	48.1%
Overtime/Call Back	29,711	33,060	29,966	26,151	25,550	39,525	22,702	-	-	-	-	-	206,664	289,665	\$83,001	71.3%
Phone/Circuits/Internet	58,668	30,159	52,327	59,100	51,594	48,584	44,297	-	-	-	-	-	344,728	588,259	\$243,531	58.6%
County IS/Data Services/Counsel	4,996	(7,239)	2,189	8,049	1,332	2,277	2,135	-	-	-	-	-	13,740	61,761	\$48,021	22.2%
Radio/Pager, Console Maint	-	40,310	40,271	40,312	40,401	40,469	44,756	-	-	-	-	-	246,518	504,118	\$257,600	48.9%
Computer Software	584,029	310,561	35,045	600	51,510	185	(861)	-	-	-	-	-	981,071	1,470,965	\$489,894	66.7%
Computer Hardware	45,479	192	108	80	(44,517)	-	-	-	-	-	-	-	1,342	18,450	\$17,108	7.3%
Office Exp/Copier Lease	11,598	4,558	1,645	3,343	2,745	4,760	3,051	-	-	-	-	-	31,700	71,044	\$39,344	44.6%
Insurance/Auditing	25,949	-	19,792	4,373	6,750	5,650	-	-	-	-	-	-	62,515	54,655	(\$7,860)	114.4%
Payroll/HR/Medical Director	7,908	64,657	4,237	3,888	3,761	2,746	2,486	-	-	-	-	-	89,682	279,871	\$190,189	32.0%
Travel/Training	2,025	1,153	1,306	548	-	1,810	2,974	-	-	-	-	-	9,816	65,000	\$55,184	15.1%
Auto/Structure/Fuel	-	1,937	2,133	1,668	1,171	1,162	1,039	-	-	-	-	-	9,108	24,047	\$14,939	37.9%
Other/HDGC Rent/Equip Trans	39,989	42,773	12,943	13,877	12,150	14,663	11,773	-	-	-	-	-	148,167	1,293,567	\$1,145,400	11.5%
<b>Total</b>	<b>1,330,076</b>	<b>1,000,333</b>	<b>758,142</b>	<b>656,618</b>	<b>655,764</b>	<b>942,684</b>	<b>613,388</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,957,006</b>	<b>12,642,527</b>	<b>\$6,685,521</b>	<b>47.1%</b>

**% Fiscal Year Passed 58.3%**



Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
	Services	2,827,160	-	-	2,842,682	-	-	2,901,276	-	-	-	-	-	8,571,118	11,570,714	\$2,999,596
Interest	6,896	(6,896)	-	5,294	-	-	4,329	-	-	-	-	-	9,624	-	(\$9,624)	
Other	-	(24,693)	-	-	-	(3,952)	-	-	-	-	-	-	(28,646)	-	\$28,646	
<b>Total</b>	<b>2,834,055</b>	<b>(31,589)</b>	<b>-</b>	<b>2,847,976</b>	<b>-</b>	<b>(3,952)</b>	<b>2,905,606</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,552,096</b>	<b>11,570,714</b>	<b>\$3,018,618</b>	<b>74%</b>

**% Fiscal Year Passed 58.3%**





**FY 2021-2022  
Fund Balance Report  
as of January 31, 2022**

**Operations Fund (5008)**

Audited Fund Balance 7/1/21		* \$	2,278,608
Revenue	8,552,096		
Expenditures	(5,957,006)		
	Net		2,595,090
Transfers Out to 5010			
Transfers Out to 5011			
	Net Transfers In/Out		-
	<b>Total Fund Balance</b>	<b>\$</b>	<b>4,873,698</b>

*\*FY 2021-22 Operating costs 10% is \$1,157,071 Per Board Policy*

**Equipment Reserve Fund (5009)**

Audited Fund Balance 7/1/21		\$	2,104,322
Revenue	294,222		
Expenditures	(57,745)		
	Net		236,477
	<b>Total Fund Balance</b>	<b>\$</b>	<b>2,340,799</b>

**General Reserve Fund (5010)**

Audited Fund Balance 7/1/21		* \$	6,337,376
Revenue - Membership/Interest	255,870		
Revenue - Grant			
Expenditures	(658,178)		
	Net		(402,308)
Transfers Out to Fund 5019	(500,000)		
	Net Transfers In/Out		(500,000)
	<b>Total Fund Balance</b>	<b>\$</b>	<b>5,435,068</b>
Reserve for CIP	(2,000,000)		
EMD Optimization (ECNS) Project	(250,000)		
	Net Committed		(2,250,000)
	<b>Available Fund Balance</b>	<b>\$</b>	<b>3,185,068</b>

*\*FY 2021-22 Operating costs 25% is \$2,892,679 Per Board Policy*

**Term Benefits Reserve Fund (5011)**

Audited Fund Balance 7/1/21		\$	1,340,998
Revenue	203,478		
Expenditures			
	Net		203,478
Transer Comp. Absence From 5008			
Unfunded Liability			
	Net Transfers In/Out		-
	<b>Total Fund Balance</b>	<b>\$</b>	<b>1,544,476</b>




**CONFIRE**

**FY 2021-2022  
Fund Balance Report  
as of January 31, 2022**

**CAD-to-CAD Project Fund (5019) - New Fund**

Audited Fund Balance 7/1/21		\$	-
Revenue	68,020		
Expenditures	<u>(130,156)</u>		
	Net		(62,136)
Transfers In from Fund 5010	<u>500,000</u>		
	Net Transfers In/Out		500,000
	<b>Total Fund Balance</b>	<b>\$</b>	<b>437,864</b>
<b>Total Beginning Fund Balance - 07/01/21</b>		<b>\$</b>	<b>12,061,304</b>
<b>Total Ending Fund Balance - 01/31/22</b>		<b>\$</b>	<b>14,631,906</b>



## Call Summary

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

Year: 2022

**From:** 1/1/2022

**To:** 1/31/2022

**Period:** Month

**Group:**

**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-22	22276	1476	23752	6.21%	13048	709	13757	17186	5902	391	23479	60988	104.8
<b>2022 Totals</b>	22276	1476	23752	6.21%	13048	709	13757	17186	5902	391	23479	60988	104.8
<b>2021 Totals</b>	19569	65	19634	0.33%	14978	989	15967	20246	9203	2303	31752	67353	100

# CONFIRE Billable Incidents

Period: 01/01/2022 thru 01/31/2022

Jurisdiction	# of Incidents	% of Total
San Bernardino County	12,217	52.58%
VictorvilleFD	2,519	10.84%
RanchoCucamonga	1,724	7.42%
ChinoValleyFD	1,270	5.47%
AppleValley	1,211	5.21%
Rialto	1,056	4.54%
Redlands	958	4.12%
Colton	687	2.96%
Big Bear Fire	507	2.18%
MontclairFD	424	1.82%
Loma Linda	392	1.69%
San Manuel FD	142	0.61%
Running Springs	72	0.31%
Road Department	29	0.12%
Baker Ambulance	27	0.12%
<b>Total</b>	<b>23,235</b>	<b>100%</b>
BDC Division	# of Incidents	% of Total
East Valley	3,909	32.00%
Fontana	1,976	16.17%
Valley	1,804	14.77%
Hesperia	1,336	10.94%
North Desert	1,179	9.65%
South Desert	1,028	8.41%
Mountain	495	4.05%
Adelanto	466	3.81%
Hazmat	24	0.20%
<b>Total</b>	<b>12,217</b>	<b>100%</b>



## PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2022 - 1/31/2022

Agency: Fire  
Affiliation:

From: 1/1/2022

To: 1/31/2022

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 2022 Total	19,978	969	661	1,257	509	335	43	23,752
% answer time ≤ 10 seconds	84.11%	4.08%	2.78%	5.29%	2.14%	1.41%	0.18%	100.00%
% answer time ≤ 15 seconds	88.19%							
% answer time ≤ 40 seconds	96.27%							
Year to Date 2022 Total	19,978	969	661	1,257	509	335	43	23,752
% answer time ≤ 10 seconds	84.11%	4.08%	2.78%	5.29%	2.14%	1.41%	0.18%	100.00%
% answer time ≤ 15 seconds	88.19%							
% answer time ≤ 40 seconds	96.27%							
Year to Date 2021 Total	17,242	962	520	613	203	91	3	19,634
% answer time ≤ 10 seconds	87.82%	4.90%	2.65%	3.12%	1.03%	0.46%	0.02%	100.00%
% answer time ≤ 15 seconds	92.72%							
% answer time ≤ 40 seconds	98.49%							



**CONFIRE**

## STAFF REPORT

**DATE: 10/26/2021**

**FROM: Blessing Ugbo, MIS Manager**

**TO: CONFIRE Administrative Committee**

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**SUBJECT: CITY OF RIALTO LEASE AGREEMENT**

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### **RECOMMENDATION**

Approve contract renewal agreement with DataMark for the VEP software license at a total cost of \$64,710.

### **Background Information**

CONFIRE acquired the DataMark VEP software license in 2020, through funding from CalOES, to validate and improve CONFIRE GIS data accuracy and support the NEXTGEN 911 initiative.

### **FISCAL IMPACT**

No fiscal impact. This project will be funded from FY 2022 Operating Fund (8834005009) based on projected fund balance in the current fiscal year.

CalOES will reimburse the total renewal amount of \$64,710 to CONFIRE upon submission of proof of payment to DataMark (vendor).





## NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

**Department:** MIS **Date:** 01/24/2022

**Supplier:** DATAMARK Michael Baker International

**Description of item:** Access to use the Validate-Edit-Provision (VEP) Software

**Total Cost:** \$64,710  
**If Purchase is Over \$25,000 Per Vendor in a Fiscal Year:** Department will complete form and attach it along with copies of all bid and quote information.

### Justification (Select That Applies)

Product	Service	Other
<input type="checkbox"/> Equipment/System Compatibility <input type="checkbox"/> Functional Specifications <input type="checkbox"/> Manufacturer/Publisher-Direct <input type="checkbox"/> Only Authorized Dealer	<input 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

Please provide a detailed explanation for the Justification selected above.

The Validate-Edit-Provision (VEP) software proprietary, and it is only available through DataMark.

	Signature	Print Name	Date
<b>Submitted By:</b>		Blessing Ugbo	2/8/22
<b>Fiscal:</b>		Rana Gilani	2/8/22
<b>Director:</b>		Art Andres	2/8/22
<b>Admin Chair:</b>		Chief Jeff Armstrong	

*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</b> – Only one provider/supplier exists to fulfill CONFIRE JPA requirement.</p>



## NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

<b>Department: MIS</b>		<b>Date: 01/24/2022</b>	
<b>Supplier: DATAMARK Michael Baker International</b>			
<b>Description of item:</b>		<b>Access to use the Validate-Edit-Provision (VEP) Software</b>	
<b>Total Cost:</b> <b>\$64,710</b>		<b>If Purchase is Over \$25,000 Per Vendor in a Fiscal Year:</b> Department will complete form and attach it along with copies of all bid and quote information.	

### Justification (Select That Applies)

Product	Service	Other
<input type="checkbox"/> Equipment/System Compatibility <input type="checkbox"/> Functional Specifications <input type="checkbox"/> Manufacturer/Publisher-Direct <input type="checkbox"/> Only Authorized Dealer	<input 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

Please provide a detailed explanation for the Justification selected above.

The Validate-Edit-Provision (VEP) software proprietary, and it is only available through DataMark.

	Signature	Print Name	Date
<b>Submitted By:</b>		Blessing Ugbo	01/24/2022
<b>Fiscal:</b>		Rana Gilani	2/4/22 01/24/2022
<b>Director:</b>		Art Andres	01/24/2022
<b>Admin Chair:</b>		Chief Tim McHargue	

*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</b> – Only one provider/supplier exists to fulfill CONFIRE JPA requirement.</p>

## DATAMARK® Software as a Service Agreement

This Software as a Service (SaaS) Agreement (the “Agreement”), by and between DATAMARK, a division of Michael Baker International, Inc. (“Michael Baker”), Michael Baker is a Pennsylvania corporation with offices located at 5 Hutton Centre Drive, Suite 500, Santa Ana, CA 92707 (“DATAMARK”) and San Bernardino County, (“Customer”), California with offices located at 1743 Miro Way, Rialto, CA 92376.

WHEREAS, Customer wishes to procure from DATAMARK the access and use of Validate-Edit-Provision (VEP) software described herein, and DATAMARK wishes to provide such access and use of VEP software to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the following terms and conditions will apply to the software and Related Materials provided under this Agreement and subscriptions placed thereunder.

### 1. VEP Software.

- 1.1. VEP Systems. Subject to and conditioned on Customer’s and its Authorized Users compliance with the terms and conditions of this Agreement, during the Term, DATAMARK shall use commercially reasonable efforts to provide to Customer and its Authorized Users access and use of the DATAMARK VEP Software as described below, (collectively, the “VEP Software”), in accordance with the Related Materials and terms and conditions hereof, including to host, manage, operate, and maintain the VEP Software for remote electronic access and use by Customer and its Authorized Users.

The VEP Software is implemented using cloud native technology to provide capability for the validating, editing, and provisioning of GIS data for public safety grade GIS data (the “VEP Systems”). DATAMARK shall also provide to Customer and its Authorized Users, as it becomes available, materials related to the access and use of VEP Software (e.g., “Related Materials”). For example DATAMARK may provide Related Materials comprising specifications, documentation, other information, other data, documents, materials, works, other content, devices, methods, processes, hardware, other software and other technologies or inventions, including any deliverables, descriptions (e.g., technical, functional, etc.), requirements, plans, or reports, that are provided or used in connection with the VEP Software or otherwise comprise or relate to the VEP Software or VEP Systems. “Documentation” includes any manuals, instructions or other documents or materials that the DATAMARK provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the VEP Software, such as any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

Maintenance and support of the VEP Software for access and use by Customer and its Authorized Users will be in substantial conformity with the documentation and support based on the Service Level Agreement and Maintenance Terms provided in Appendix B.

1.2. VEP Software and System Control. Except as otherwise expressly provided in this Agreement or in the Service Level Agreement and Maintenance Terms provided in Appendix B, as between the parties:

- a) DATAMARK has and will retain sole control over the operation, provision, maintenance and management of the VEP Software and Related Materials, including the: (I) DATAMARK Systems; (ii) selection, deployment, modification and replacement of the VEP Software; and (iii) performance of support, maintenance, upgrades, corrections and repairs as described in Appendix B; and
- b) All right, title and interest in and to the DATAMARK SaaS, including the VEP System, VEP Software, and Related Materials, including all Intellectual Property Rights therein, are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the DATAMARK SaaS or Related Materials except as expressly set forth in Section 2 and 3 or the applicable third-party license. All other rights in and to the VEP System, VEP Software, and the Related Materials are expressly reserved by DATAMARK and the respective third-party licensors.

1.3. Changes. DATAMARK reserves the right, in its sole discretion, to make any changes to the VEP Software and Related Materials that it deems necessary or useful.

2. DATAMARK SaaS. The specific DATAMARK internet-accessible service identified in Schedule A that provides use and access of DATAMARK's VEP System and VEP Software that is remotely hosted by DATAMARK and/or its network provider and made available to Customer over a network on a term-use basis ("DATAMARK SaaS").

2.1. Authorization. DATAMARK hereby grants to Customer, during the Term, a non-exclusive, non-assignable, worldwide right to access, use, display, and execute the VEP Systems solely for the permitted Use by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and up to the number of seats as documented in Schedule A. DATAMARK hereby grants a non-exclusive, non-assignable, worldwide right to access, use, and display the VEP Software, and Related Materials. The grants herein are subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement.

2.2. Remote Host. Customer acknowledges that this Agreement is a SaaS agreement and DATAMARK will not be delivering copies of the Software to Customer as part of this SaaS Agreement.

2.3. Customer Systems. Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the VEP Software and Related Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the VEP Software or DATAMARK SaaS; (ii) results obtained from any use of the DATAMARK SaaS or Related Materials; and (iii) conclusions, decisions or actions based on such use.

- 2.4. License from Customer. Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to DATAMARK a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content, such as data and materials provided by Customer to DATAMARK for use in connection with the VEP Software, including, without limitation, customer applications, data files, and graphics, within the VEP System solely as necessary by DATAMARK to provide access and use of the VEP Software to Customer.
- 2.5. Customer Data; Resultant Data. As between Customer and DATAMARK, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data and all Resultant Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3 hereto.
- 2.5.1. Consent to Use Customer Data, Resultant Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data and Resultant Data: (a) to DATAMARK, its Subcontractors and the DATAMARK Personnel as are necessary or useful to perform the DATAMARK SaaS; and (b) to DATAMARK as are necessary or useful to enforce this Agreement and exercise its rights and perform its hereunder.
- 2.6. Reservation of Rights. Except as expressly set forth in Section 2.1 hereto, nothing in this Agreement grants any right, title or interest in or to, no license under any Intellectual Property Rights in or relating to, the VEP Software, VEP System, Related Materials or Third Party Materials, whether expressly, by implication, estoppel or otherwise. Subject to Section 3.1 hereto, all right, title and interest in and to the VEP Systems, VEP Software, the Related Materials and the Third-Party Materials are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials.
- 2.7. Restrictions. Customer will not and shall not permit anyone access or use of the VEP Software and Related Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not: rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available in whole or in any parts of the VEP System, the VEP Software, or Related Materials, to any Person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; access or use the subscription, VEP System, VEP Software, or the Related Materials for purposes of competitive analysis, the development, provision or use of a competing software service or product or any other purpose that is to DATAMARK's detriment or commercial disadvantage; or otherwise access or use the VEP System, VEP Software, or the Related Materials beyond the scope of the authorization granted under the terms of the SaaS Agreement.
- 2.8. Geographic Use. Customer shall only use the VEP Software for the geographic area for which its contract applies. Any use outside the geographic area will result in additional licensing fees.
3. Service Levels. The Service Level and Maintenance Agreement for the DATAMARK SaaS, the access and use of the VEP Software and VEP Systems is provided in Appendix B.

#### 4. Customer Obligations.

- 4.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the Related Materials all Customer Systems on or through which the VEP Software is accessed or used; (b) provide DATAMARK Personnel with such access to Customer's premises and Customer Systems as is necessary for DATAMARK to perform the DATAMARK SaaS in accordance with the SLA of Appendix B and Related Materials; and (c) provide all cooperation and assistance as DATAMARK may reasonably request to enable DATAMARK to exercise its rights and perform its obligations under and in connection with this SaaS Agreement.
- 4.2. Effect of Customer Failure or Delay. DATAMARK is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer Failure").
- 4.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful hereto measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the DATAMARK SaaS and Related Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify DATAMARK of any such actual or threatened activity.
- 4.4. Audit. Customer gives DATAMARK unlimited rights to conduct an audit without advance notice to ensure that additional users that do not have licenses are not accessing the system. The DATAMARK SaaS may be suspended or terminated if DATAMARK believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, e.g., non-payment of fee, or accessed or used the DATAMARK SaaS beyond the scope of the rights granted, (e.g., more individuals accessing system than license paid for, etc.); (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the DATAMARK SaaS; or (iii) this SaaS Agreement expires or is terminated.

#### 5. Data Obligations.

- 5.1. Security Measures. DATAMARK will employ security measures in accordance with applicable industry practice. The VEP Software secures and restricts data access to Customer Data and/or Resultant Data through customized download and editing modules eliminating a need for additional plugins or downloads. Access to the DATAMARK SaaS is restricted to Authorized Users only and no data is made publicly available. File level access or repository browsing are transmitted through secure channels, including HTTPS security, and such capabilities are secured and not exposed to any Customer, data files used with the VEP Software are scanned for virus and malware, security performed in virtually isolated digital locations for safety from other Customer Data and Resultant Data.
- 5.2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use and any data that is not accurate; (b) all



information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the DATAMARK SaaS; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the VEP Software, VEP Systems, and Related Materials directly or indirectly by or through the customer systems or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Customer will retain sole responsibility for prohibiting any actions to bypass or breach any security or protection used by the VEP System and/or the VEP Software, by any authorized user of Customer, or those that thereby access or use the VEP System and/or the VEP Software, other than by an Authorized User through the use of his or her own then-valid Access Credentials.

- 5.3. Data Breaches. DATAMARK shall implement and maintain a program for managing unauthorized disclosure or exposure of Customer Data stored by or accessible through the VEP Systems ("Data Breaches"). In the event of a Data Breach, or in the event that DATAMARK suspects a Data Breach, DATAMARK shall (i) promptly notify Customer by telephone and (ii) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the Data Breach. DATAMARK shall give Customer prompt access to such records related to a Data Breach as Customer may reasonably request; provided such records shall be DATAMARK's Confidential Information pursuant to Section 8 (Nondisclosure), and DATAMARK shall not be required to provide Customer with records belonging to, or compromising the security of, its other customers.
- 5.4. Access and Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the DATAMARK SaaS; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the DATAMARK SaaS. Customer shall prohibit any actions to input, upload, transmit or otherwise provide to or through the VEP System, the VEP Software, or any of DATAMARK's computers or systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code, back door or otherwise damage, destroy, disrupt, disable, impair, interfere with, attempt to damage, interfere, or impede or harm in any manner the VEP System, the VEP Software, any DATAMARK Systems or activities related to DATAMARK's provision of VEP Software to any party, in whole or in part.
- 5.5. Suspension or Termination of Services. DATAMARK may suspend, terminate or otherwise deny Customer's, or any Authorized User's access to or use of all or any part of the VEP Software or Related Materials, without incurring any resulting obligation or liability, if DATAMARK receives a judicial or other governmental demand or order that requires DATAMARK to do so.
6. Orders and Payments.
- 6.1. Orders. Customer shall order DATAMARK SaaS according to a Schedule (Schedule A of this Agreement). All services acquired by Customer shall be governed exclusively by this SaaS

Agreement and the applicable Schedule. A Customer contract number assigned to a SaaS Agreement will be provided to DATAMARK, in writing, prior to the start of any work. In the event of a conflict between the terms of a Schedule and this SaaS Agreement, the terms of the Schedule A shall take precedence.

- 6.2. Invoice and Payment. The Customer agrees to pay DATAMARK the fees set forth in the Schedule A at a rate of compensation according to the deliverable payment schedule stated in the Schedule. DATAMARK shall invoice Customer for all fees on the Schedule effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable.
- 6.3. Fee Increases. DATAMARK Fees defined in Schedule A of this Agreement are good for one (1) year from the execution of this agreement unless otherwise specified. If additional users are found to be accessing the system, DATAMARK shall invoice Customer for payment by billing Customer for the additional users.
- 6.4. Payment. Customer shall pay all Fees and Reimbursable Expenses within thirty (30) calendar days after the date of the invoice therefor. Customer shall make payments to the address or account specified in Schedule A or such other address or account as DATAMARK may specify in writing from time to time.
- 6.5. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. To the extent required by applicable law, Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on DATAMARK's income. Customer hereby agrees to indemnify DATAMARK should any taxes be levied against DATAMARK for which Customer is responsible under applicable law.
7. Term and Termination.
- 7.1. Initial Term. The term of this Agreement shall begin on the effective date and shall continue as described in Section 7.3.
- 7.2. Termination. Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.
- 7.3. Renewal. This Agreement shall automatically renew on expiration of the (12) month term for additional (12) month periods, unless either party requests termination at least thirty (30) days prior to the end of the then-current term. VEP is sold on an annual subscription basis. The price of the software will increase by 5% each year from the previous year's price. The price increase is compounding.
- 7.4. Effect of Expiration or Termination.

- 7.4.1. Upon any expiration or termination of this Agreement, DATAMARK shall immediately cease providing the VEP Software and all usage rights granted under this SaaS Agreement shall terminate.
- 7.4.2. If DATAMARK terminates this SaaS Agreement due to a breach by Customer, then Customer shall immediately pay to DATAMARK all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by DATAMARK, then DATAMARK shall immediately repay to Customer all pre-paid amounts for any unperformed DATAMARK SaaS scheduled to be delivered after the termination date.
- 7.4.3. DATAMARK agrees to preserve and back up Customer's entire database as it would have had the Agreement not been terminated. Customer shall make arrangements for the transfer of such data back to Customer at Customer's costs within thirty (30) days of any termination unless such termination is a result of Customer's failure to pay DATAMARK any amounts due hereunder, in which case, Customer is not entitled to any such data until its account is made current. In all events, DATAMARK shall preserve Customer's data for no more than five years following termination of this Agreement.

## 8. Confidentiality.

8.1. Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself, including trade secrets, secret designs, research and development disclosures, or proprietary information. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. DATAMARK Software and Documentation are deemed Confidential Information of DATAMARK.

8.2. Confidentiality. During the term of this SaaS Agreement and for 5 years thereafter, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose

Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

8.3. Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

## 9. Representations and Warranties.

9.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
- b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;
- c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
- d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2. Additional Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to DATAMARK that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by DATAMARK and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.3. Warranty and Disclaimer. DATAMARK shall use reasonable efforts consistent with prevailing industry standards to maintain the DATAMARK SaaS in a manner which minimizes errors and interruptions in the DATAMARK SaaS and shall provide access and use of the VEP Software and perform implementation of VEP Systems in a professional and workmanlike manner. The DATAMARK SaaS may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by DATAMARK or by third-party providers, or because of other causes beyond DATAMARK's reasonable control, but DATAMARK shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service interruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE DATAMARK SAAS WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE VEP SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE VEP SOFTWARE AND VEP SYSTEMS ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.4. Indemnification.

9.4.1. Indemnification by DATAMARK. If a third party makes a claim against Customer that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, DATAMARK shall defend Customer and its directors, officers and employees against the claim at DATAMARK's expense and DATAMARK shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by DATAMARK, to the extent arising from the claim. DATAMARK shall have no liability, duty to defend, or indemnify for any claim based on (a) the Customer Content, (b) modification of the DATAMARK SaaS not authorized by DATAMARK, or (c) use of the DATAMARK SaaS other than in accordance with the Documentation and this SaaS Agreement. DATAMARK may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

9.4.1. Indemnification by Customer. If a third party makes a claim against DATAMARK that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend DATAMARK and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim. Customer shall defend and indemnify DATAMARK for any claim based on (a) the Customer Content, (b) modification of the DATAMARK SaaS not authorized by DATAMARK, or (c) use of DATAMARK SaaS other than in accordance with the Documentation and this SaaS Agreement.

9.4.2. Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

9.4.3. DATAMARK may, if threatened with infringement or an injunction, at its option and sole cost and expense: by written notice to Customer, terminate this Agreement with respect to all or part of the VEP Software and Related Materials, and require Customer to immediately cease any use of the VEP Systems and Related Materials or any specified part or feature thereof.

9.5. No Other Rights. Customer has no title to or ownership of, any intellectual property rights with respect to the Software including, without limitation, any related copyrights, trademarks, patents, trade secrets, or inventions performed with the VEP Software, DATAMARK VEP computer source code, descriptions of the VEP Software, and other intellectual property rights in the underlying functions, look, and feel of the VEP Systems. Customer has only the granted with respect to the Software that are expressly set forth in this Agreement. Customer has no other rights, implied or otherwise. Customer acknowledges and agrees that the Software is being licensed, not sold, and that rights access the Software are acquired only under this license from DATAMARK. The source code of the Software constitutes valuable trade secrets of, and confidential and proprietary information to, DATAMARK and its suppliers, and (a) may not be distributed, disclosed or otherwise provided to third parties, and (b) may be used only internally and only in conjunction with and for Customer's own authorized internal use of the Related Materials.

#### 10. Limitations of Liability.

NEITHER PARTY (NOR ANY SERVICE, LICENSOR OR OTHER SUPPLIER OF DATAMARK) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

#### 11. General Provisions.

11.1. Non-Exclusive Service. Customer acknowledges that SaaS Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict DATAMARK's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

- 11.2. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating other relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.
- 11.3. Publicity. DATAMARK may include Customer's name and/or logo in its customer lists and on its website. Upon signing, DATAMARK may issue a high-level press release announcing the relationship and the manner in which Customer will use the DATAMARK Software and System solution. DATAMARK shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.
- 11.4. Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the DATAMARK SaaS (including technical data) and any SaaS deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.
- 11.5. Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile or email, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.
- 11.6. Interpretation. The parties intend this SaaS Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- 11.7. Headings. The headings in this SaaS Agreement are for reference only and do not affect the interpretation of this Agreement.
- 11.8. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
- 11.9. Entire Agreement. This SaaS Agreement (including the schedules and appendices) constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against

whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

- 11.10. DATAMARK Personal Data Obligations. In performing the SaaS Agreement, DATAMARK will comply with the Michael Baker International (Michael Baker) Privacy Policy, which is available within the knowledge base which is accessed through the VEP Portal and incorporated herein by reference. The Michael Baker Privacy Policy is subject to change at Michael Baker's discretion; however, Michael Baker's policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the VEP Software have been paid. The policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer Personal Data in connection with the SaaS Agreement. DATAMARK will only process Customer Personal Data in a manner that is reasonably necessary to provide a VEP System and/or VEP Software and will only process Customer Personal Data for the purpose of delivering DATAMARK SaaS.
- 11.11. Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.
- 11.12. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or because of this Agreement.
- 11.13. Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.
- 11.14. Surviving Terms. Sections 1, 2, and 7 through 11 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.
- 11.15. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Pennsylvania.
- 11.16. Compliance with Laws. DATAMARK shall comply with all applicable local, state, national in connection with its delivery of the DATAMARK SaaS, including those laws related to data privacy, and the transmission of technical or personal data.



11.17. Dispute Resolution. Customer's satisfaction is an important objective to DATAMARK in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

11.18. Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Software as a Service Agreement as of the provided effective date: 1/21/2022

**MICHAEL BAKER INTERNATIONAL, INC.  
(DATAMARK)**

By: 

Name: Jason Bivens  
Title: Associate Vice President

**CUSTOMER**

By: Confire IPA

Name: Blessing Ugbu  
Title: IT Manager

Schedule A

**MILESTONE PAYMENT SCHEDULE**

Annual Subscription Fee	
for Options	Annual Fee
DATAMARK VEP Software as a Service (SaaS) Year 1 Subscription Performance Period Start: 2/2021	\$64,710

Invoices shall be addressed to:

Mr. Art Andres, Director  
Confire JPA  
1743 Miro Way  
Rialto, CA 92376



Revised 3. 2021

**Appendix A**

**PROJECT MANAGERS & POINTS OF CONTACT**

Jeff Ledbetter, GISP, ENP  
Account Manager  
Jeff.Ledbetter@mbakerintl.com  
949-472-3430

**Appendix B**

**CUSTOMER USE AUTHORIZATION**

Subscriber Name	VEP Type	Tier	A	E	V	O	Specified Rights for Identified Use
San Bernardino County	Validator	6	1	0	1	0	N/A

Key: A – Administrator; E – Editor; V – Validator; O – Observer

## Appendix C

### SAAS SERVICE LEVEL AND MAINTENANCE AGREEMENT

The purpose of this SaaS Service Level and Maintenance Agreement (SLA) is to define the Service Level for the maintenance and support of the DATAMARK SaaS (“VEP Software”). The VEP Software shall be accessible 24 hours per day, 365 days per year subject to routine maintenance and unexpected outages.

Service Level Agreements are used as a tool to measure and guide DATAMARK and Customer in achieving the goals for effective delivery of all DATAMARK SaaS to the Customer. DATAMARK is providing Customer with the capability to run the VEP Software in a hosted environment. DATAMARK may choose to work with other Internet or Application service providers in providing its SaaS to Customer.

The SLA may be modified by DATAMARK from time to time. Updates to the SLA can periodically be found on the DATAMARK VEP Knowledge base accessed through Customer VEP portal. If a modification is unacceptable to Customer, Customer may cancel a subscription, upon written notice to DATAMARK. If Customer continues to use the VEP Software, Customer will be deemed to have accepted the modification. The following SLA shall outline DATAMARK's service level commitment:

#### 1. The VEP Software

Specifically, DATAMARK will provide the following:

- **Application Administration**  
Software installation and software updates (patches, upgrades, support, and maintenance)
- **Technical Support**  
Online email support during coverage hours, 24x7 access to support portal
- **SaaS Management**  
Client activation, security monitoring, change control, problem management, and escalation procedures
- **System Administration**  
System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning
- **Network Administration**  
Network provisioning, monitoring, response, repair, security, utilization management and capacity planning
- **Data backup and retention**  
Backups of Customer data

Customer is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet.

#### 2. Server Environment

##### 2.1 Cloud Services

The VEP Software is hosted in a secure Amazon Web Services (AWS) cloud environment. Note: AWS ensures data centers are equipped with back-up power supply to ensure power is available to maintain operations in the event of an electrical failure for critical and essential loads in the facility.

Dedicated compute power for RDS may be allocated to Customers upon request with additional fees.

## 2.2 Security

DATAMARK ensures that Customer data is protected with data encryption, user authentication, application security, and more. The VEP Software adheres to the following security measures and plans:

- NIST SP 800-53
- Data encryption at TLS
- Proactive Intrusion Detection and Prevention
- Amazon Web Service backup and recovery procedures

Specific measures include:

- All servers are located behind the firewall with only essential ports enabled.
- All firewalls have Intrusion Detection enabled.
- SSL encryption

## 3. Service Measures

### 3.1 Availability

The following availability will be maintained:

Measurement	Definition	DATAMARK SLA
Software Availability	The periods of time that the Software is available for use by the Customer not including scheduled downtime.	24 x 7 x 365, 99.5% average over a month not including scheduled downtime.
User Response Time	The time it takes for the Software to complete a user request and return a response.	Because of many external factors involved in this measurement, the response time cannot be specified.
Backups	Customer data as well as application installation backups	Full database backups of Customer Data are performed routinely every evening. Backup files will be retained for 2 days.
Restoration of SaaS	In the event of a major disaster event, such as flooding of the hosting facility or an earthquake that destroys the infrastructure.	DATAMARK will restore VEP Software at one or more alternate locations within 3 business days.
Maximum Restore Age	It is the maximum age of the data should we need to restore production data from backup.	No more than 48 hours.
Problem Response Time	Provision of user support.  Primary Coverage will be 8am- 8pm Eastern time Monday through Friday, excluding statutory holidays.  Response time will be calculated by dividing the numbers of issues responded to in one hour or less divided by the total number of issues received for the month.	90% of issues responded to in one hour or less during primary coverage.  We are targeting a 90% compliance rate that every issue will be responded to in one hour or less during primary coverage. To calculate this, we take: # of issues responded to in 1 hr or less / total number of issues. For example, if a customer logs 10 issues in 1 month and 9 of them were responded to in 1 hour, we have a 90% compliance rate which means we hit our target.

# **CONFIRE**

## **DRAFT Alternatives Analysis Report**



**January 2022**

## Summary

CTA assessed the need/justification for redundant dispatch operations. It is critically important to maintain a backup site when / if something major happens to the primary site; relocation of personnel may be required. ***It is the recommendation of CTA that CONFIRE continue to operate two geographically separated dispatch centers.***

CTA performed an analysis on the following alternatives to improve the current dispatch facility in Rialto:

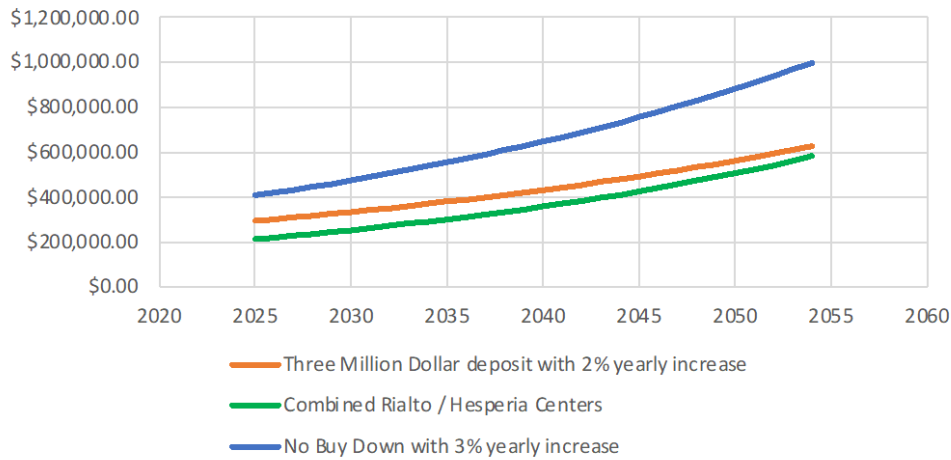
- 1) Move to Valley Communications Center (VCC) Facility
- 2) Rialto New/Renovate Facility
- 3) New Facility in Loma Linda
- 4) New Facility Unknown Location
- 5) While a case can be made that there will be plenty of space in a new building for all staff, it is critically important to maintain a backup site when / if something major happens to the primary site. Relocation of personnel may be required

As evidenced by the charts below and given the current status quo may not be available to CONFIRE after 2025, the most cost-effective option available to CONFIRE is to maintain the existing Hesperia Center and migrate the Rialto operations to the new Valley Communications Center (VCC).

Leasing Information	Current	Leasing Information	Option 1	
			VCC w/out Buy Down	VCC w/Buy Down
Rialto Facility (2025)	\$ 103,345.72	VCC Facility (2025)	\$ 296,072.72	\$ 183,086.65
Hesperia Facility (2025)	\$ 111,220.04	Hesperia Facility (2025)	\$ 111,220.04	\$ 111,220.04
Annual % Increase	3.5%	Annual % Increase	3.0%	2.0%
Term Length (in Years)	30	Term Length (in Years)	30	30
<b>AVG YEARLY Payments</b>	<b>\$ 369,215.30</b>	<b>AVG YEARLY Payments</b>	<b>\$ 660,908.62</b>	<b>\$ 438,964.99</b>
<b>TOTAL Payments</b>	<b>\$ 11,076,458.86</b>	<b>TOTAL Payments</b>	<b>\$ 19,827,258.73</b>	<b>\$ 13,168,949.75</b>
		Cash Investment	\$ -	\$ 3,000,000.00
		<b>TOTAL Investment</b>	<b>\$ 19,827,258.73</b>	<b>\$ 16,168,949.75</b>



Yearly Costs Comparison over 30 years



CTA performed a cost analysis on alternatives 2-4, which include renovating or building a new Center to meet your needs now and in the future. However, as evidenced in the chart below, each of these options is extremely cost prohibitive to implement, and the cost of financing further exacerbates the funding required to successfully implement any of these options.

Rialto Financing Information	Option 2 Rialto New Facility	Option 2 Rialto Renovate Facility	Option 3 New Facility Loma Linda	Option 4 New Facility Unknown Location
Total Budget	\$ 16,764,500.00	\$ 14,563,000.00	\$ 14,817,000.00	\$ 16,817,000.00
Cash Investment	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
Loan Amount	\$ 13,764,500.00	\$ 11,563,000.00	\$ 11,817,000.00	\$ 13,817,000.00
Annual Interest Rate	3.66%	3.66%	3.66%	3.66%
Term Length (in Years)	30	30	30	30
First Payment Date	1/1/25	1/1/25	1/1/25	1/1/25
Compound Period	Monthly	Monthly	Monthly	Monthly
Payment Frequency	Monthly	Monthly	Monthly	Monthly
Monthly Payment	\$ 63,044.65	\$ 52,961.26	\$ 54,124.64	\$ 63,285.11
Yearly Property Taxes	\$ 8,801.36	\$ 7,645.58	\$ 7,778.93	\$ 8,828.93
Direct Costs	8,320.00	8,320.00	8,320.00	8,320.00
PITI Payment	\$ 80,166.01	\$ 68,926.84	\$ 70,223.57	\$ 80,434.04
YEARLY Payments	\$ 961,992.15	\$ 827,122.02	\$ 842,682.78	\$ 965,208.42
Hesperia Leasing Information	\$ 5,741,476.01	\$ 5,741,476.01	\$ 5,741,476.01	\$ 5,741,476.01
TOTAL Payments	\$ 28,859,764.50	\$ 24,813,660.60	\$ 25,280,483.40	\$ 28,956,252.60
TOTAL Investment	\$ 31,859,764.50	\$ 27,813,660.60	\$ 28,280,483.40	\$ 31,956,252.60

*It is the recommendation of CTA that CONFIRE maintain the existing Hesperia Center and migrate the Rialto operations to the new Valley Communications Center (VCC).* We further encourage CONFIRE to continue to negotiate with the County to ensure the best interest of all CONFIRE members are addressed both operationally and financially.

## 1. Scope of the Project

CONFIRE contracted CTA Consultants LLC (CTA) to identify Capital Improvement Plan (CIP) goals as it relates to CONFIRE infrastructure needs. CTA collaborated with CONFIRE Management staff and members of the Board of Directors to discuss operational needs and impacts.

CTA assessed the need/justification for redundant dispatch operations. CTA also performed an analysis on the following options to improve the current dispatch facility in Rialto:

- 1) Move to Valley Communications Center (VCC) Facility
- 2) Rialto New/Renovate Facility
- 3) New Facility in Loma Linda
- 4) New Facility Unknown Location

The analysis for each of these alternatives takes into account a state-of-the-art facility designed to meet the facility needs of CONFIRE operations for the next 15 – 20 years. Additionally, each option is based upon professional standards/codes (APCO, NENA, NFPA, Cal OES) for a purpose-built building.

As part of the cost analysis, we reviewed the current lease agreements for both the Rialto and Hesperia PSAP locations, the cost of leasing at Valley Communications Center (VCC), and the cost of constructing a new building.

CTA bases these estimates on a comparison of general statistics for this type of facility from other projects found in Appendix F Comparison Chart. The Utah Valley ECC is used to gauge the project size compared to the CONFIRE facility. CTA's cost comparison is based on Appendix G used to estimate the square foot cost for the new facility. The overall averages were used and escalated to the project location (location factor) and escalated to the time when the facility will be constructed compared to the example projects. Our estimates use \$1100/SF for new construction (average) and \$900/SF for renovation compared to the Cumberland County ECC which was a renovation project.

## 2. Background

The CONFIRE Communications Centers (CONFIRE) are housed in two locations: one in the City of Rialto at 1743 Miro Way and the other at the High Desert Government Center at 15900 Smoke Tree Street, in the City of Hesperia, CA.

The current member agencies of the CONFIRE JPA are:

<i>Apple Valley Fire Protection District</i>	<i>Chino Valley Independent Fire District</i>
<i>Colton Fire Department</i>	<i>Loma Linda Fire Department</i>
<i>Rancho Cucamonga Fire District</i>	<i>Redlands Fire Department</i>
<i>Rialto Fire Department</i>	<i>San Bernardino County Fire District</i>
<i>Victorville Fire Department</i>	

In addition, the agencies that currently contract for services with the CONFIRE JPA are:

<i>Baker Ambulance Inc.</i>	<i>Big Bear Fire Authority</i>
<i>Montclair Fire Department</i>	<i>Running Springs Fire Department</i>
<i>San Manual Band of Mission Indians</i>	<i>Fire Department</i>

These agencies represent over 100 fire stations serving numerous communities covering the majority of the residents and businesses within the County of San Bernardino. In 2020 Comm Center dispatch processed 237,157 separate emergency incidents which was an increase of 9,188 from 2019.

CONFIRE communications current staffing consists of a Manager, two Assistant Managers (Operations /Training and Emergency Medical Dispatch Managers), 8 Supervisors, and each shift operates with 4-5 dispatchers. CONFIRE dispatchers work 12-hour shifts; day, night, or swing shift. (11am-11pm). Each shift is assigned 4-5 dispatchers plus a supervisor, with 1-3 dispatchers working the swing shift. Previously CONFIRE had removed the call taker positions from their dispatch center. However, due to a shortage of qualified dispatcher applicants, CONFIRE started hiring call takers. The training period for a call taker is about three months, and dispatcher training can take up to 7 months. There are currently only two call takers scheduled on day shift, but they plan to hire more. All dispatchers are trained to operate each position in the communication center. There are currently 14 console positions in the Valley Center and 17 console positions in High Desert Center. Out of the 31 consoles, nine positions are call taker positions.

CONFIRE is a legal JPA and can own assets in addition to assuming debt. CTA was advised CONFIRE has \$3,000,000 that can be used for capital improvement projects and this amount is

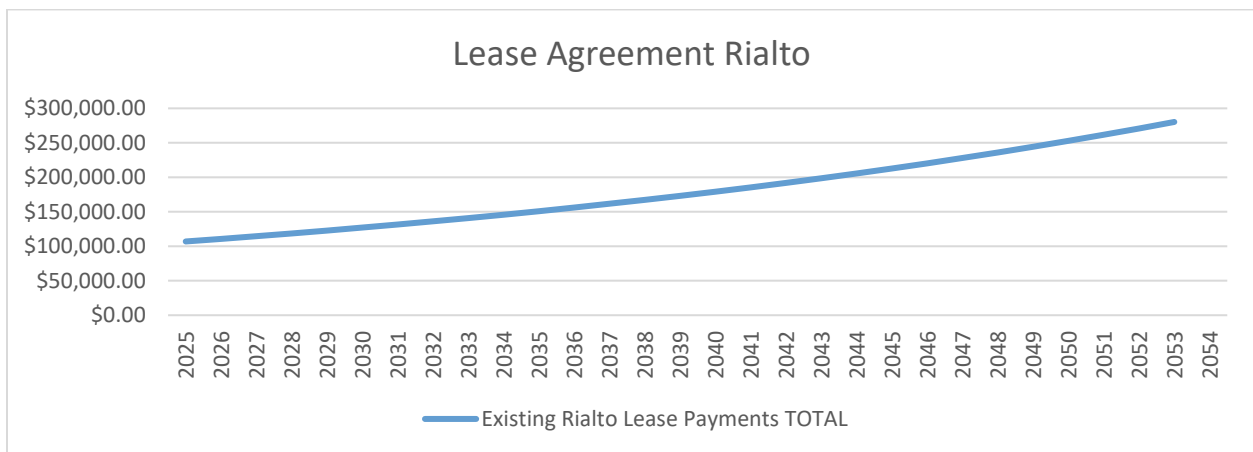
factored into the ongoing lease and financing options. Each financing option assumes debt for 30 years at a 3.66% interest rate and a .63% tax rate. Insurance is not calculated into these costs.

## 2.1 Operating CONFIRE PSAP at Rialto

The current square footage of the dispatch center is 3,500 and they rent two trailers (880 sq ft) to house their Information Technology (IT) staff. They have outgrown their current building and there is no room to expand outward.

### 2.1.1 Cost

- Current lease agreement for Dispatch/Admin expires on 08/31/25 with an annual cost of \$57,703.92 and a 3.5% increase per year
- Current lease agreement for Rack space – yearly cost \$35,508.00 with a 3.5% increase per year
- In 2054 projected yearly lease payment with a 3.5% yearly increase will be \$280,260.99
- Total cost over 30 years (2025 – 2054) will be \$5,334,982.85 is detailed in Appendix A.



### 2.1.2 Benefit

- Operating two centers allows for redundancy
- Equipment and software are kept current and up to date

### 2.1.3 Issues

- Not enough space for current staff
- Staffing two centers

- Renting trailers to house IT staff
- Parking
- Cost of supporting two PSAPS

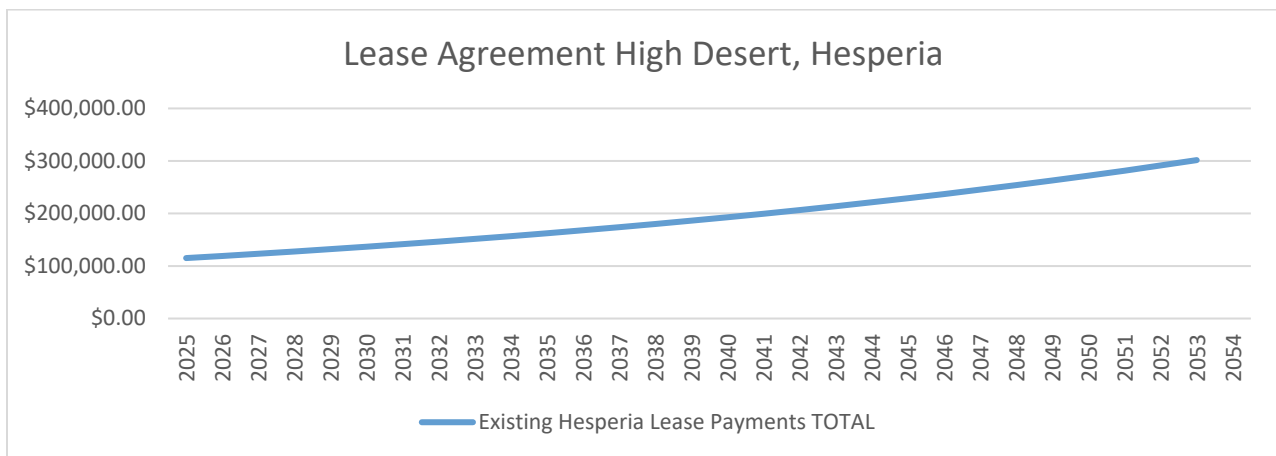
## 2.2 Operating CONFIRE PSAP at High Desert

Having outgrown the primary center, it is extremely difficult to keep social distancing per CDC guidelines after the outbreak of COVID19. A decision was made to continue with the split up of staff and run concurrently out of both centers. The backup site was well supported with the latest technology and equipment, and plenty of space for staff to spread out. The need for resiliency and redundancy, and to continuously run a secondary PSAP comes with challenges. A major challenge for running at this location 24/7, is staffing. Currently, staff do not wish to drive over sixty miles one way to work their shift.

One of the main questions, is there a need to continue to run a secondary PSAP if they choose to move into VCC or build their own PSAP? To answer this question, we reviewed the cost of operations, benefits of supporting both centers, and issues with operating two centers.

### 2.2.1 Cost

- The current lease agreement expires on 04/30/29, annual cost of \$99,734.00 with a 3.5% increase per year.
- In 2054 projected yearly lease payment with a 3.5% yearly increase will be \$301,615.01
- Total cost over 30 years (2025 – 2054) will be \$5,741,476.01 is detailed in Appendix B.



### 2.2.2 Benefits

- Adequate space for all staff to operate if the primary site is compromised
- Redundancy and resiliency
- Equipment and software are kept current and up to date

### 2.2.3 Issues

- Staffing two centers
- Parking
- Cost of supporting two PSAPS is detailed in Appendix C.

Leasing Information	Current
Rialto Facility (2025)	\$ 103,345.72
Hesperia Facility (2025)	\$ 111,220.04
Annual % Increase	3.5%
Term Length (in Years)	30
<b>AVG YEARLY Payments</b>	<b>\$ 369,215.30</b>
<b>TOTAL Payments</b>	<b>\$ 11,076,458.86</b>

- Concerns from CONFIRE staff
  - Contention between the two dispatch centers
  - Pay difference
  - Space for future growth

While a case can be made there will be plenty of space in a new building for all staff, it is critically important to maintain a backup site when / if something major happens to the primary site. Relocation of personnel may be required for many specific reasons. The two main factors requiring evacuation of the PSAP are:

- Uninhabitable environment situations which make the Communications Center unsafe for personnel to continue daily operations. These conditions may include but are not limited to:
  - Bomb Threats/Found
  - Fire/Smoke Condition
  - Gas leak • Hazardous Materials
  - Earthquakes / Structural damage

- Infrastructure failure uninhabitable environment situations during which technical components of the system fail - within or leading to the Communications Center. These conditions may include but are not limited to:
  - Phone service outage
  - Radio component damage

There should also be an evacuation plan in place wherein the backup site is regularly tested and operated by staff. Wherever feasible, a back-up facility should be dual use. An example of dual use is a back-up facility that is also used for telecommunicator training.

***It is the recommendation of CTA that CONFIRE continue to operate two geographically separated dispatch centers.***

### 3. Rialto Center Options

#### 3.1 Option #1 Move to Valley Communications Center Facility

San Bernardino County’s new Valley Communications Center (VCC) will be an ultramodern building. From the ground up it will have the latest and greatest technology for the County and produce a better 9-1-1 service for the citizens through Next Generation 9-1-1 (NG9-1-1). CONFIRE will have the much-needed space, support staff and a modern dispatch center to meet their needs now and in the future. Staff will have more amenities at the new center to use than in their centers, such as: workout room, quiet room, mom’s area, bunk house etc. The County proposes to provide CONFIRE with 16,082 sq ft including shared areas.

Having access to all this space and amenities, comes a higher lease rate than CONFIRE is currently budgeting. CONFIRE and the County are working together to determine the best lease terms for both parties. Currently there are two potential lease scenarios: standard lease costs of \$1.21 (\$0.51 for maintenance, custodial, and landscaping, and \$0.71 for utilities) per square foot at a 3.5% yearly escalation or a reduced lease cost of \$0.71 per square foot at a 2% yearly escalation. For both scenarios CONFIRE must account for an additional cost of \$35,508 per year for equipment rack space at VCC. All costs are calculated over a 30 year period, beginning in 2025 when the County anticipates VCC will be ready to occupy.

##### 3.1.1 Costs

###### Without Buy Down

The current offer from the County of \$1.22 per square foot for 16,082 square feet, with the addition of rack space, will result in a cost increase of approximately 79%. As reflected in the table below this includes maintaining the Hesperia Center. Yearly costs are detailed in Appendix D.

Leasing Information	Current	Leasing Information	Option 1
			VCC w/out Buy Down
Rialto Facility (2025)	\$ 103,345.72	VCC Facility (2025)	\$ 296,072.72
Hesperia Facility (2025)	\$ 111,220.04	Hesperia Facility (2025)	\$ 111,220.04
Annual % Increase	3.5%	Annual % Increase	3.0%
Term Length (in Years)	30	Term Length (in Years)	30
<b>AVG YEARLY Payments</b>	<b>\$ 369,215.30</b>	<b>AVG YEARLY Payments</b>	<b>\$ 660,908.62</b>
<b>TOTAL Payments</b>	<b>\$ 11,076,458.86</b>	<b>TOTAL Payments</b>	<b>\$ 19,827,258.73</b>
		Cash Investment	\$ -
		<b>TOTAL Investment</b>	<b>\$ 19,827,258.73</b>

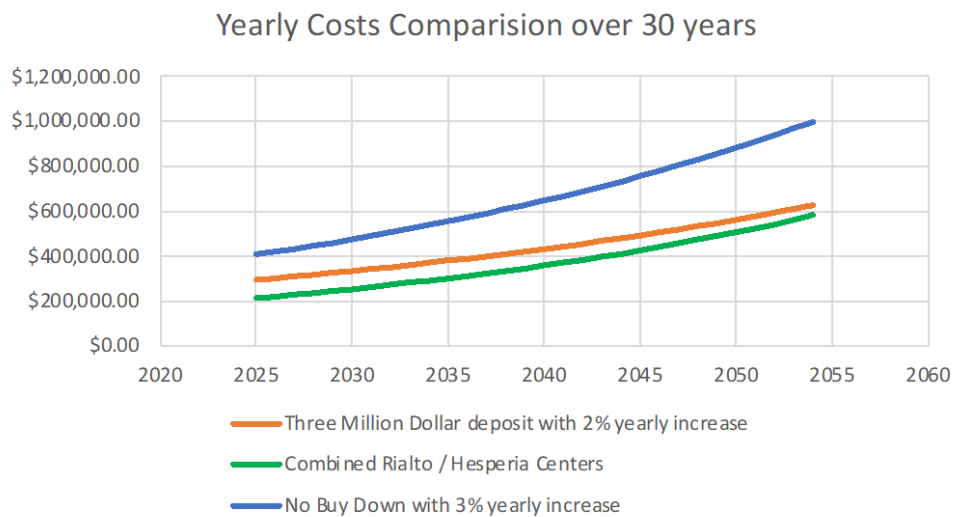


**With Buy Down**

If CONFIRE makes a one-time investment of \$3,000,000.00 this will offset the amount of the lease payment over 30 years and reduce the yearly increase from 3% to 2%. The current offer from the County of \$0.71 per square foot for 16,082 square feet, with the addition of rack space, will result in a cost increase of approximately 19%. Yearly costs are detailed in Appendix E.

Leasing Information	Current	Leasing Information	Option 1
			VCC w/Buy Down
Rialto Facility (2025)	\$ 103,345.72	VCC Facility (2025)	\$ 183,086.65
Hesperia Facility (2025)	\$ 111,220.04	Hesperia Facility (2025)	\$ 111,220.04
Annual % Increase	3.5%	Annual % Increase	2.0%
Term Length (in Years)	30	Term Length (in Years)	30
<b>AVG YEARLY Payments</b>	<b>\$ 369,215.30</b>	<b>AVG YEARLY Payments</b>	<b>\$ 438,964.99</b>
<b>TOTAL Payments \$ 11,076,458.86</b>		<b>TOTAL Payments \$ 13,168,949.75</b>	
		Cash Investment	\$ 3,000,000.00
		<b>TOTAL Investment</b>	<b>\$ 16,168,949.75</b>

As reflected in the chart below the buy down option will provide CONFIRE with a new center and maintain the existing geographically separated Hesperia Center at a modest increase.



**3.1.2 Benefits**

- Ultramodern center
- Plenty of parking
- County believes that NG911 and technology will create a better 911 service for the County
- County wants to ensure technology continues to meet the needs of the San Bernardino

- Sleeping quarters for staff to utilize when working extra shifts
- Plenty of floor space
- Dedicated training space
- If both agencies are having radio issues, efficiency for the radio technician to come to one physical building
- Working in the same building, they would have the ability to walk over and talk directly with the Sheriff department, instead of having to use the intercom or phone
- Square footage will meet current and future needs
- County EOC will be in the same building with dispatch center

### 3.1.3 Issues

- Having to ask for permission to make changes in your space, or shared spaces
- No amenities located in the surrounding area for employees to get food etc.
- Security concerns of facility location
- Concerns about internet connectivity
- Based upon current interactions between CONFIRE and the Sheriff, it is unclear if co-location will provide operational benefits

### 3.1.3 VCC Space Considerations

- Noise in the center – there needs to be sound division /wall between the Sheriff and CONFIRE due to the command-and-control voice that might be needed on a call
- There needs to be a solid wall to hang large monitors, security cameras
- Having to put in a work order, wait for approval, pay the County, and wait weeks for work to be completed
- Utilization of training room – must set up schedule when to use it
- Distance from the floor to the main break room should be revisited
- Kitchen area on the third floor is small, employees have to go to first floor to use oven
- Location of the two quiet rooms is not ideal
  - located in the middle of the two conference rooms
  - located next to Captain's office on Sheriff side
- No lounging area for employees to go and unwind / destress
- Fear other agency can opt out of CONFIRE, which would cause financial issues with remaining agencies

### 3.2 Option #2 Expand Rialto Facility

When it comes to building your own center, you have the ability to design this building to meet your needs, vision, and plan for future growth. There will be a fixed cost for the duration of the mortgage and the current CIP money (three million dollars) CONFIRE has can be put towards the purchase of property or construction of a center thus reducing your initial cost. As the property owner, you will not have to wait for issues to be resolved, you are in control.

After the completion of the new VCC building, the County is planning to liquidate or repurpose several county owned buildings. This may provide CONFIRE the opportunity to purchase one these properties. There are several viable alternatives available if the County sells the three existing buildings in Rialto, currently occupied by CONFIRE, Sheriff’s dispatchers and EOC staff.

#### Alternative A

Purchase the property outline in yellow in the graphic below. The buildings in red will be demolished to allow for a new CONFIRE Dispatch Center to be built. Operations will continue out of the existing CONFIRE building during construction. Once the new Center is complete, the existing CONFIRE building will be demolished to make way for additional parking. The new Center will be a single story of approximately 10,000 square feet.

#### Alternative B

Purchase the property outline in yellow in the graphic below. Assess the buildings in red to determine if either building is suitable to be renovated as a larger Center. The building not chosen will be demolished. Operations will continue out of the existing CONFIRE building during construction. Once the renovated Center is complete, the existing CONFIRE building will be demolished to make way for additional parking. The renovated Center will be a single story of approximately 10,000 square feet.



### 3.1 Costs

The tables below provide a high-level construction budget and financing costs for Option 2, Alternative A.

OPTION 2 New Facility (Alternative A) Preliminary Budget Estimate				
Hard Costs:	SF	Cost	Unit	Total
<b>Construction</b>				
Operations Building One Story	10,000	\$1,100	SF	\$ 11,000,000
<b>Site Work</b>			Included	
Demolition Existing Buildings (No HazMat)	15,000	\$15	SF	\$ 225,000
Technology			LS	\$ 500,000
Tower			LS	\$ -
<b>Furniture, Fixtures and Equipment (FF&amp;E)</b>				
Consoles	20	\$20,000		\$ 400,000
Office Furniture (Not Including Dispatch)	5,000	\$10	SF	\$ 50,000
<b>Hard Costs Subtotal</b>				<b>\$ 12,175,000</b>
Soft Costs:	SF	Cost	Unit	Total
A/E Fees			9.5 %	\$ 1,045,000
FFE Fees			6.0 %	\$ 27,000
CM Fees			LS	\$ -
Technology Integration/Implementation			\$10 %	\$ 50,000
Earthquake Resilient Design Fee			1.0 %	\$ 110,000
Owner's Design Contingency			5 %	\$ 608,750
HVAC Commissioning				\$ -
Materials Testing			LS	\$ 60,000
Permits/Utility Connection Fees			LS	\$ 50,000
Geotechnical Study			LS	\$ 20,000
Boundary and Topographic Survey			LS	\$ 10,000
Environmental Monitoring			LS	\$ -
Energy Modeling			LS	\$ -
<b>Soft Costs Subtotal</b>				<b>\$ 1,980,750</b>
Owner's Purchase of Building/Site				\$ 2,000,000
Owner's Construction Contingency			5 %	\$ 608,750
<b>Owner's Construction Contingency/Escalation Subtotal</b>				<b>\$ 2,608,750</b>
<b>TOTAL BUDGET</b>				<b>\$ 16,764,500</b>

Rialto Financing Information	Option 2 Rialto New Facility
Total Budget	\$ 16,764,500.00
Cash Investment	\$ 3,000,000.00
Loan Amount	\$ 13,764,500.00
Annual Interest Rate	3.66%
Term Length (in Years)	30
First Payment Date	1/1/25
Compound Period	Monthly
Payment Frequency	Monthly
<b>Monthly Payment</b>	<b>\$ 63,044.65</b>
Yearly Property Taxes	\$ 8,801.36
Direct Costs	8,320.00
<b>PITI Payment</b>	<b>\$ 80,166.01</b>
<b>YEARLY Payments</b>	<b>\$ 961,992.15</b>
<b>Hesperia Leasing Information</b>	<b>\$ 5,741,476.01</b>
<b>TOTAL Payments</b>	<b>\$ 28,859,764.50</b>
<b>TOTAL Investment</b>	<b>\$ 31,859,764.50</b>

The tables below provide a high-level construction budget and financing costs for Option 2, Alternative B.

OPTION 2 Renovate Facility				
Preliminary Budget Estimate				
<b>Hard Costs:</b>				
	SF	Cost	Unit	Total
Construction				
Operations Building One Story	10,000	\$900 SF		\$ 9,000,000
Site Work		Included		
Demolition Existing Buildings (No HazMat)	15,000	\$15 SF		\$ 225,000
Technology			LS	\$ 500,000
Tower			LS	\$ -
Furniture, Fixtures and Equipment (FF&E)				
Consoles	20	\$20,000		\$ 400,000
Office Furniture (Not Including Dispatch)	5,000	\$10 SF		\$ 50,000
<b>Hard Costs Subtotal</b>				<b>\$ 10,175,000</b>
<b>Soft Costs:</b>				
	SF	Cost	Unit	Total
A/E Fees		10.5 %		\$ 945,000
FFE Fees		6.0 %		\$ 27,000
CM Fees			LS	\$ -
Technology Integration/Implementation		\$10 %		\$ 50,000
Earthquake Resilient Design Fee		1.0 %		\$ 90,000
Owner's Design Contingency		5 %		\$ 508,750
HVAC Commissioning				\$ -
Materials Testing			LS	\$ 30,000
Permits/Utility Connection Fees			LS	\$ 25,000
Geotechnical Study			LS	\$ -
Boundary and Topographic Survey			LS	\$ -
Environmental Monitoring			LS	\$ -
Energy Modeling			LS	\$ -
<b>Soft Costs Subtotal</b>				<b>\$ 1,675,750</b>
Owner's Purchase of Building/Site				\$ 2,000,000
Owner's Construction Contingency		7 %		\$ 712,250
<b>Owner's Construction Contingency/Escalation Subtotal</b>				<b>\$ 2,712,250</b>
<b>TOTAL BUDGET</b>				<b>\$ 14,563,000</b>

Rialto Financing Information	Option 2 Rialto Renovate Facility
Total Budget	\$ 14,563,000.00
Cash Investment	\$ 3,000,000.00
Loan Amount	\$ 11,563,000.00
Annual Interest Rate	3.66%
Term Length (in Years)	30
First Payment Date	1/1/25
Compound Period	Monthly
Payment Frequency	Monthly
<b>Monthly Payment</b>	<b>\$ 52,961.26</b>
Yearly Property Taxes	\$ 7,645.58
Direct Costs	8,320.00
<b>PITI Payment</b>	<b>\$ 68,926.84</b>
<b>YEARLY Payments</b>	<b>\$ 827,122.02</b>
Hesperia Leasing Information	\$ 5,741,476.01
<b>TOTAL Payments</b>	<b>\$ 24,813,660.60</b>
<b>TOTAL Investment</b>	<b>\$ 27,813,660.60</b>

### 3.2.2 Benefits

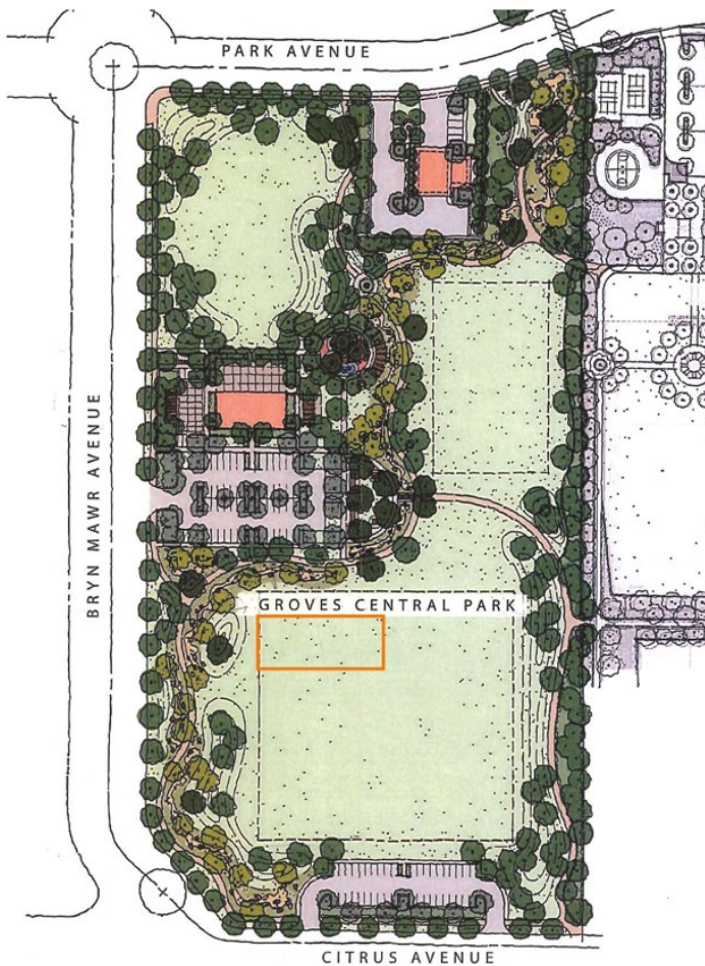
- Ultramodern center
- Plenty of parking
- Space, support staff, and supply a modern dispatch center to meet their needs now and in the future
- Utilize the existing tower
- Investing \$3,000,000 as a down payment will reduce costs

### 3.2.3 Issues

- Project management associated with major construction
- Property purchase may exceed the \$2,000,000 budget allowance
- County may not choose to sell the property to CONFIRE
- Initial cost to build / renovate is high
- Financing costs are high
- Real estate taxes are high
- Seismic requirements will be significant
- Schedule may be longer than VCC

### 3.3 Option #3 New Facility in Loma Linda

The City of Loma Linda has available property located near a new Fire Station they are building. Significant infrastructure, including the latest and greatest high-speed fiber has been developed in this area. There are business/restaurants around the area for the employees' convenience. Loma Linda has stated they are willing to make this property available to CONFIRE at no cost. The new Center will be a single story of approximately 10,000 square feet.



This modality can be used with any jurisdiction that may have a desire to offer property or space to CONFIRE.

### 3.3.1 Costs

The tables below provide a high-level construction budget and financing costs for Option 3.

OPTION 3 New Facility in Loma Linda Preliminary Budget Estimate					
Hard Costs:		SF	Cost	Unit	Total
<b>Construction</b>					
Operations Building	One Story	10,000	\$1,100	SF	\$ 11,000,000
Site Work					
Demolition					
Technology					
Tower					
Furniture, Fixtures and Equipment (FF&E)					
Consoles					
Office Furniture (Not Including Dispatch)					
<b>Hard Costs Subtotal</b>					<b>\$ 12,200,000</b>
Soft Costs:		SF	Cost	Unit	Total
A/E Fees					
FFE Fees					
CM Fees					
Technology Integration/Implementation					
Earthquake Resilient Design Fee					
Owner's Design Contingency					
HVAC Commissioning					
Materials Testing					
Permits/Utility Connection Fees					
Geotechnical Study					
Boundary and Topographic Survey					
Environmental Monitoring					
Energy Modeling					
<b>Soft Costs Subtotal</b>					<b>\$ 2,007,000</b>
Owner's Purchase of Building/Site					
Owner's Construction Contingency					
<b>Owner's Construction Contingency/Escalation Subtotal</b>					<b>\$ 610,000</b>
<b>TOTAL BUDGET</b>					<b>\$ 14,817,000</b>

Rialto Financing Information	Option 3 New Facility Loma Linda
Total Budget	\$ 14,817,000.00
Cash Investment	\$ 3,000,000.00
Loan Amount	\$ 11,817,000.00
Annual Interest Rate	3.66%
Term Length (in Years)	30
First Payment Date	1/1/25
Compound Period	Monthly
Payment Frequency	Monthly
<b>Monthly Payment</b>	<b>\$ 54,124.64</b>
Yearly Property Taxes	\$ 7,778.93
Direct Costs	8,320.00
<b>PITI Payment</b>	<b>\$ 70,223.57</b>
<b>YEARLY Payments</b>	<b>\$ 842,682.78</b>
<b>Hesperia Leasing Information</b>	<b>\$ 5,741,476.01</b>
<b>TOTAL Payments</b>	<b>\$ 25,280,483.40</b>
<b>TOTAL Investment</b>	<b>\$ 28,280,483.40</b>



### 3.3.2 Benefits

- Ultramodern center
- Plenty of parking
- Space, support staff, and supply a modern dispatch center to meet their needs now and in the future
- Amenities in the immediate area
- Investing \$3,000,000 as a down payment will reduce costs
- Loma Linda may entertain building the Center to lease back to CONFIRE

### 3.3.3 Issues

- Project management associated with major construction
- Initial cost to build is high
- Schedule may be longer than VCC
- If Loma Lind leases to CONFIRE the costs are not currently known

### 3.4 Option #4 New Facility Unknown Location

Depending on where you want to build, the cost of land can be a significant factor in your budget. Currently a plot of land has not been identified for this option. A new Center should be a single-story building of at least 10,000 square feet. It is recommended the location have a minimum of 2.5 acres and the ability to implement the necessary security for your employees.

#### 3.4.1 Costs

The tables below provide a high-level construction budget and financing costs for Option 4.

OPTION 4 New Facility in Unknown Location				
Preliminary Budget Estimate				
Hard Costs:	SF	Cost	Unit	Total
Construction				
Operations Building One Story	10,000	\$1,100	SF	\$ 11,000,000
Site Work		Included		
Demolition			SF	\$ -
Technology			LS	\$ 500,000
Tower			LS	\$ 250,000
Furniture, Fixtures and Equipment (FF&E)				
Consoles	20	\$20,000		\$ 400,000
Office Furniture (Not Including Dispatch)	5,000	\$10	SF	\$ 50,000
<b>Hard Costs Subtotal</b>				<b>\$ 12,200,000</b>
Soft Costs:	SF	Cost	Unit	Total
A/E Fees		9.5 %		\$ 1,045,000
FFE Fees		6.0 %		\$ 27,000
CM Fees			LS	\$ -
Technology Integration/Implementation		\$10 %		\$ 75,000
Earthquake Resilient Design Fee		1.0 %		\$ 110,000
Owner's Design Contingency		5 %		\$ 610,000
HVAC Commissioning				\$ -
Materials Testing			LS	\$ 60,000
Permits/Utility Connection Fees			LS	\$ 50,000
Geotechnical Study			LS	\$ 20,000
Boundary and Topographic Survey			LS	\$ 10,000
Environmental Monitoring			LS	\$ -
Energy Modeling			LS	\$ -
<b>Soft Costs Subtotal</b>				<b>\$ 2,007,000</b>
Owner's Purchase of Building/Site				\$ 2,000,000
Owner's Construction Contingency		5 %		\$ 610,000
<b>Owner's Construction Contingency/Escalation Subtotal</b>				<b>\$ 2,610,000</b>
<b>TOTAL BUDGET</b>				<b>\$ 16,817,000</b>

Rialto Financing Information	Option 4 New Facility Unknown Location
Total Budget	\$ 16,817,000.00
Cash Investment	\$ 3,000,000.00
Loan Amount	\$ 13,817,000.00
Annual Interest Rate	3.66%
Term Length (in Years)	30
First Payment Date	1/1/25
Compound Period	Monthly
Payment Frequency	Monthly
<b>Monthly Payment</b>	<b>\$ 63,285.11</b>
<b>Yearly Property Taxes</b>	
Yearly Property Taxes	\$ 8,828.93
Direct Costs	8,320.00
<b>PITI Payment</b>	<b>\$ 80,434.04</b>
<b>YEARLY Payments</b>	
<b>YEARLY Payments</b>	<b>\$ 965,208.42</b>
<b>Hesperia Leasing Information</b>	
<b>Hesperia Leasing Information</b>	<b>\$ 5,741,476.01</b>
<b>TOTAL Payments</b>	
<b>TOTAL Payments</b>	<b>\$ 28,956,252.60</b>
<b>TOTAL Investment</b>	
<b>TOTAL Investment</b>	<b>\$ 31,956,252.60</b>

### 3.4.2 Benefits

- Ultramodern center
- Plenty of parking
- Space, support staff, and supply a modern dispatch center to meet their needs now and in the future
- Amenities in the immediate area
- Investing \$3,000,000 as a down payment will reduce costs

### 3.4.3 Issues

- Project management associated with major construction
- Initial cost to build
- Schedule may be longer than VCC
- Responsible for any maintenance cost that occurs

## Appendix A Existing Rialto Lease Payments

Existing Rialto Lease Payments				
YEAR	PAYMENT	YEARLY INCREASE	AMOUNT	TOTAL
2022	\$93,211.92	3.5%	\$3,262.42	\$96,474.34
2023	\$96,474.34	3.5%	\$3,376.60	\$99,850.94
2024	\$99,850.94	3.5%	\$3,494.78	\$103,345.72
<b>2025</b>	<b>\$103,345.72</b>	3.5%	\$3,617.10	\$106,962.82
2026	\$106,962.82	3.5%	\$3,743.70	\$110,706.52
2027	\$110,706.52	3.5%	\$3,874.73	\$114,581.25
2028	\$114,581.25	3.5%	\$4,010.34	\$118,591.59
2029	\$118,591.59	3.5%	\$4,150.71	\$122,742.30
2030	\$122,742.30	3.5%	\$4,295.98	\$127,038.28
2031	\$127,038.28	3.5%	\$4,446.34	\$131,484.62
2032	\$131,484.62	3.5%	\$4,601.96	\$136,086.58
2033	\$136,086.58	3.5%	\$4,763.03	\$140,849.61
2034	\$140,849.61	3.5%	\$4,929.74	\$145,779.35
2035	\$145,779.35	3.5%	\$5,102.28	\$150,881.62
2036	\$150,881.62	3.5%	\$5,280.86	\$156,162.48
2037	\$156,162.48	3.5%	\$5,465.69	\$161,628.17
2038	\$161,628.17	3.5%	\$5,656.99	\$167,285.15
2039	\$167,285.15	3.5%	\$5,854.98	\$173,140.13
2040	\$173,140.13	3.5%	\$6,059.90	\$179,200.04
2041	\$179,200.04	3.5%	\$6,272.00	\$185,472.04
2042	\$185,472.04	3.5%	\$6,491.52	\$191,963.56
2043	\$191,963.56	3.5%	\$6,718.72	\$198,682.29
2044	\$198,682.29	3.5%	\$6,953.88	\$205,636.17
2045	\$205,636.17	3.5%	\$7,197.27	\$212,833.43
2046	\$212,833.43	3.5%	\$7,449.17	\$220,282.60
2047	\$220,282.60	3.5%	\$7,709.89	\$227,992.49
2048	\$227,992.49	3.5%	\$7,979.74	\$235,972.23
2049	\$235,972.23	3.5%	\$8,259.03	\$244,231.26
2050	\$244,231.26	3.5%	\$8,548.09	\$252,779.35
2051	\$252,779.35	3.5%	\$8,847.28	\$261,626.63
2052	\$261,626.63	3.5%	\$9,156.93	\$270,783.56
2053	\$270,783.56	3.5%	\$9,477.42	\$280,260.99
2054	\$280,260.99			
<b>TOTAL</b>	<b>\$5,334,982.85</b>			

## Appendix B Existing Hesperia Lease Payments

Existing Hesperia Lease Payments				
YEAR	PAYMENT	YEARLY INCREASE	AMOUNT	TOTAL
2022	\$100,314.10	3.5%	\$3,510.99	\$103,825.09
2023	\$103,825.09	3.5%	\$3,633.88	\$107,458.97
2024	\$107,458.97	3.5%	\$3,761.06	\$111,220.04
<b>2025</b>	<b>\$111,220.04</b>	3.5%	\$3,892.70	\$115,112.74
2026	\$115,112.74	3.5%	\$4,028.95	\$119,141.68
2027	\$119,141.68	3.5%	\$4,169.96	\$123,311.64
2028	\$123,311.64	3.5%	\$4,315.91	\$127,627.55
2029	\$127,627.55	3.5%	\$4,466.96	\$132,094.51
2030	\$132,094.51	3.5%	\$4,623.31	\$136,717.82
2031	\$136,717.82	3.5%	\$4,785.12	\$141,502.95
2032	\$141,502.95	3.5%	\$4,952.60	\$146,455.55
2033	\$146,455.55	3.5%	\$5,125.94	\$151,581.49
2034	\$151,581.49	3.5%	\$5,305.35	\$156,886.84
2035	\$156,886.84	3.5%	\$5,491.04	\$162,377.88
2036	\$162,377.88	3.5%	\$5,683.23	\$168,061.11
2037	\$168,061.11	3.5%	\$5,882.14	\$173,943.25
2038	\$173,943.25	3.5%	\$6,088.01	\$180,031.26
2039	\$180,031.26	3.5%	\$6,301.09	\$186,332.36
2040	\$186,332.36	3.5%	\$6,521.63	\$192,853.99
2041	\$192,853.99	3.5%	\$6,749.89	\$199,603.88
2042	\$199,603.88	3.5%	\$6,986.14	\$206,590.01
2043	\$206,590.01	3.5%	\$7,230.65	\$213,820.67
2044	\$213,820.67	3.5%	\$7,483.72	\$221,304.39
2045	\$221,304.39	3.5%	\$7,745.65	\$229,050.04
2046	\$229,050.04	3.5%	\$8,016.75	\$237,066.79
2047	\$237,066.79	3.5%	\$8,297.34	\$245,364.13
2048	\$245,364.13	3.5%	\$8,587.74	\$253,951.88
2049	\$253,951.88	3.5%	\$8,888.32	\$262,840.19
2050	\$262,840.19	3.5%	\$9,199.41	\$272,039.60
2051	\$272,039.60	3.5%	\$9,521.39	\$281,560.98
2052	\$281,560.98	3.5%	\$9,854.63	\$291,415.62
2053	\$291,415.62	3.5%	\$10,199.55	\$301,615.17
2054	\$301,615.17			
<b>TOTAL</b>	<b>\$5,741,476.01</b>			

## Appendix C Combined Rialto/Hesperia Centers

Combined Rialto / Hesperia Centers				
YEAR	PAYMENT	YEARLY INCREASE	AMOUNT	TOTAL
2022	\$193,526.02	3.5%	\$6,773.41	\$200,299.43
2023	\$200,299.43	3.5%	\$7,010.48	\$207,309.91
2024	\$207,309.91	3.5%	\$7,255.85	\$214,565.76
<b>2025</b>	<b>\$214,565.76</b>	3.5%	\$7,509.80	\$222,075.56
2026	\$222,075.56	3.5%	\$7,772.64	\$229,848.20
2027	\$229,848.20	3.5%	\$8,044.69	\$237,892.89
2028	\$237,892.89	3.5%	\$8,326.25	\$246,219.14
2029	\$246,219.14	3.5%	\$8,617.67	\$254,836.81
2030	\$254,836.81	3.5%	\$8,919.29	\$263,756.10
2031	\$263,756.10	3.5%	\$9,231.46	\$272,987.56
2032	\$272,987.56	3.5%	\$9,554.56	\$282,542.13
2033	\$282,542.13	3.5%	\$9,888.97	\$292,431.10
2034	\$292,431.10	3.5%	\$10,235.09	\$302,666.19
2035	\$302,666.19	3.5%	\$10,593.32	\$313,259.51
2036	\$313,259.51	3.5%	\$10,964.08	\$324,223.59
2037	\$324,223.59	3.5%	\$11,347.83	\$335,571.42
2038	\$335,571.42	3.5%	\$11,745.00	\$347,316.42
2039	\$347,316.42	3.5%	\$12,156.07	\$359,472.49
2040	\$359,472.49	3.5%	\$12,581.54	\$372,054.03
2041	\$372,054.03	3.5%	\$13,021.89	\$385,075.92
2042	\$385,075.92	3.5%	\$13,477.66	\$398,553.58
2043	\$398,553.58	3.5%	\$13,949.38	\$412,502.95
2044	\$412,502.95	3.5%	\$14,437.60	\$426,940.56
2045	\$426,940.56	3.5%	\$14,942.92	\$441,883.47
2046	\$441,883.47	3.5%	\$15,465.92	\$457,349.40
2047	\$457,349.40	3.5%	\$16,007.23	\$473,356.62
2048	\$473,356.62	3.5%	\$16,567.48	\$489,924.11
2049	\$489,924.11	3.5%	\$17,147.34	\$507,071.45
2050	\$507,071.45	3.5%	\$17,747.50	\$524,818.95
2051	\$524,818.95	3.5%	\$18,368.66	\$543,187.61
2052	\$543,187.61	3.5%	\$19,011.57	\$562,199.18
2053	\$562,199.18	3.5%	\$19,676.97	\$581,876.15
2054	\$581,876.15			
<b>TOTAL</b>	<b>\$11,076,458.86</b>			

## Appendix D VCC Proposed Lease Costs – No buy down

Proposed Square Feet	16,082	
Proposed Charge per Square Foot	\$1.22	per month
Additional Rack Space Charge	\$35,508	per year
Initial investment	\$0	

No Buy Down with 3% yearly increase				
YEAR	PAYMENT	YEARLY INCREASE	AMOUNT	TOTAL
2022	\$270,948.48	3%	\$8,128.45	\$279,076.93
2023	\$279,076.93	3%	\$8,372.31	\$287,449.24
2024	\$287,449.24	3%	\$8,623.48	\$296,072.72
<b>2025</b>	<b>\$296,072.72</b>	3%	\$8,882.18	\$304,954.90
2026	\$304,954.90	3%	\$9,148.65	\$314,103.55
2027	\$314,103.55	3%	\$9,423.11	\$323,526.65
2028	\$323,526.65	3%	\$9,705.80	\$333,232.45
2029	\$333,232.45	3%	\$9,996.97	\$343,229.43
2030	\$343,229.43	3%	\$10,296.88	\$353,526.31
2031	\$353,526.31	3%	\$10,605.79	\$364,132.10
2032	\$364,132.10	3%	\$10,923.96	\$375,056.06
2033	\$375,056.06	3%	\$11,251.68	\$386,307.75
2034	\$386,307.75	3%	\$11,589.23	\$397,896.98
2035	\$397,896.98	3%	\$11,936.91	\$409,833.89
2036	\$409,833.89	3%	\$12,295.02	\$422,128.90
2037	\$422,128.90	3%	\$12,663.87	\$434,792.77
2038	\$434,792.77	3%	\$13,043.78	\$447,836.55
2039	\$447,836.55	3%	\$13,435.10	\$461,271.65
2040	\$461,271.65	3%	\$13,838.15	\$475,109.80
2041	\$475,109.80	3%	\$14,253.29	\$489,363.09
2042	\$489,363.09	3%	\$14,680.89	\$504,043.99
2043	\$504,043.99	3%	\$15,121.32	\$519,165.31
2044	\$519,165.31	3%	\$15,574.96	\$534,740.27
2045	\$534,740.27	3%	\$16,042.21	\$550,782.47
2046	\$550,782.47	3%	\$16,523.47	\$567,305.95
2047	\$567,305.95	3%	\$17,019.18	\$584,325.13
2048	\$584,325.13	3%	\$17,529.75	\$601,854.88
2049	\$601,854.88	3%	\$18,055.65	\$619,910.53
2050	\$619,910.53	3%	\$18,597.32	\$638,507.84
2051	\$638,507.84	3%	\$19,155.24	\$657,663.08
2052	\$657,663.08	3%	\$19,729.89	\$677,392.97
2053	\$677,392.97	3%	\$20,321.79	\$697,714.76
2054	\$697,714.76			
<b>TOTAL</b>	<b>\$14,085,782.72</b>			

## Appendix E VCC Proposed Lease Costs – With buy down


Proposed Square Feet **16,082**  
 Proposed Charge per Square Foot **\$0.71** per month  
 Additional Rack Space Charge **\$35,508** per year  
 Initial investment **\$3,000,000**

Three Million Dollar deposit with 2% yearly increase				
YEAR	PAYMENT	YEARLY INCREASE	AMOUNT	TOTAL
2022	\$172,526.64	2%	\$3,450.53	\$175,977.17
2023	\$175,977.17	2%	\$3,519.54	\$179,496.72
2024	\$179,496.72	2%	\$3,589.93	\$183,086.65
<b>2025</b>	<b>\$183,086.65</b>	2%	\$3,661.73	\$186,748.38
2026	\$186,748.38	2%	\$3,734.97	\$190,483.35
2027	\$190,483.35	2%	\$3,809.67	\$194,293.02
2028	\$194,293.02	2%	\$3,885.86	\$198,178.88
2029	\$198,178.88	2%	\$3,963.58	\$202,142.46
2030	\$202,142.46	2%	\$4,042.85	\$206,185.31
2031	\$206,185.31	2%	\$4,123.71	\$210,309.01
2032	\$210,309.01	2%	\$4,206.18	\$214,515.19
2033	\$214,515.19	2%	\$4,290.30	\$218,805.50
2034	\$218,805.50	2%	\$4,376.11	\$223,181.61
2035	\$223,181.61	2%	\$4,463.63	\$227,645.24
2036	\$227,645.24	2%	\$4,552.90	\$232,198.14
2037	\$232,198.14	2%	\$4,643.96	\$236,842.11
2038	\$236,842.11	2%	\$4,736.84	\$241,578.95
2039	\$241,578.95	2%	\$4,831.58	\$246,410.53
2040	\$246,410.53	2%	\$4,928.21	\$251,338.74
2041	\$251,338.74	2%	\$5,026.77	\$256,365.51
2042	\$256,365.51	2%	\$5,127.31	\$261,492.82
2043	\$261,492.82	2%	\$5,229.86	\$266,722.68
2044	\$266,722.68	2%	\$5,334.45	\$272,057.13
2045	\$272,057.13	2%	\$5,441.14	\$277,498.27
2046	\$277,498.27	2%	\$5,549.97	\$283,048.24
2047	\$283,048.24	2%	\$5,660.96	\$288,709.20
2048	\$288,709.20	2%	\$5,774.18	\$294,483.39
2049	\$294,483.39	2%	\$5,889.67	\$300,373.06
2050	\$300,373.06	2%	\$6,007.46	\$306,380.52
2051	\$306,380.52	2%	\$6,127.61	\$312,508.13
2052	\$312,508.13	2%	\$6,250.16	\$318,758.29
2053	\$318,758.29	2%	\$6,375.17	\$325,133.46
2054	\$325,133.46			
<b>TOTAL</b>	<b>\$7,427,473.74</b>			



## Appendix F

PROJECT	Raleigh Central Comm. Center Raleigh, NC	Kentucky Emergency Ops Center Frankfort, KY	San Mateo Regional Operations Center Redwood City, CA	Inland Empire Traffic Management Center Fontana, CA
				
Multi Agency Police Fire EMS Combined	Combined	Military Affairs KY Emergency Management	Combined	California Highway Patrol, Cal Trans
Overall Acreage	9.95 Acres	~1 Acre	> 1 Acre Urban	7.3 Acres
Emergency Communications Center (PSAP)	Yes	No	Yes	No
Emergency Operations Center	Yes	Yes	Yes	No
Traffic Management Center	Yes	No	No	Yes
Training Functions	Classrooms, Live Training	Classrooms	Live Training, Large Training,	Classroom, Training
Data Center	Primary City Data (Tier 3)	Yes	Yes	Yes
Tower (ht)	Yes (300 ft)	Yes Existing	Antenna Farm	Yes (125 ft)
Construction Value	\$60M	\$8.4M	\$31.5M	\$28.9M
Year Complete	2016	2013	2019	2010
Building Square Footage	101,240 SF / 5,840 SF Ancillary	20,000 SF	37,000 SF	43,000 SF
Resiliency Threat / Back Up Days	Hurricane / Tornado / 3-5 Days	Tornado / Chemical Stockpile / 3 Days	High Earthquake BRBF / 3 Days	High Earthquake Base Isolated / 3 Days
Other Features	Secure Outdoor Staff Break	Operations Center Addition to Existing	Urban - Large Community Room	Part of CalTran Campus
ESF Positions / Dispatch Positions	35 ESF / 58 Dispatchers	60 ESF	50 ESF / 22 Dispatchers	20 Dispatchers
Parking	On Grade Secure 276 Spaces	Campus Parking	Adjacent City Garage	On Grade Secure
Sustainability	LEED Silver	Sustainable Principles	LEED Gold	LEED Gold

PROJECT	Leon Co/Tallahassee Public Safety Ops Ctr <i>Tallahassee, FL</i>	Utah Valley Emerg Comm Center <i>Spanish Fork, UT</i>	Integrated Command + Communication Ctr <i>Miami-Dade Co, FL</i>	Pennsylvania Emerg Ops Center <i>Harrisburg, PA</i>
				
Multi Agency Police Fire EMS Combined	Combined	Combined	Combined + EMS	PEMA, PennDOT, State Police, DHS
Overall Acreage	~10 Acres	2.6 Acres	12 Acres	29.57 Acres
Emergency Communications Center (PSAP)	Yes	Yes	Yes	No
Emergency Operations Center	Yes	No	Yes	Yes
Traffic Management Center	Yes	No	Yes Transit Ops	Yes Statewide, District 8
Training Functions	Live Training, Classrooms	Training Room, Live Training	Classrooms, Live Training, Large Training	Classrooms, Training Room
Data Center	City Data Center	9-1-1 Center	Existing	Large Data Center (Tier 3)
Tower (ht)	Separate Location	Yes (125 ft)	Yes (300 ft)	Yes (150 ft)
Construction Value	\$30M	\$5.5M	\$165M	\$40M
Year Complete	2013	2016	2024	2016
Building Square Footage	69,000 SF / 22,600 SF Ancillary Bldg	12,868 SF	Addition 108,700 SF Fit Out 109,00 SF	132,448 SF/22,985 SF Ancillary Bldg
Resiliency Threat / Back Up Days	Hurricane /Tornado / 3 Days	Earthquake Moment Frame / 3 Days	High Hurricane / 3 Days	Tornado / 3 Days
Other Features	Large Traffic Management Center	Part of Sheriff Campus	Addition and Fit Out Shell Space / Cafeteria	Governor Suite / Campus Plan
ESF Positions / Dispatch Positions	44 ESF/44 Dispatchers	18 Dispatchers	70 ESF (20) / 42 Fire Dispatchers	27 Staff / 88 ESF
Parking	On Grade Secure, 223 Spaces	On Grade Secure 50 Spaces	12 Story Garage 1,350 Spaces	On Grade Secure 400/ Public 75
Sustainability	Sustainable Principles	Sustainable Principles	LEED Silver (Planned)	LEED Certified

## Appendix G Cost Comparison

### Public Safety Operations Center (PSOC) Cost Comparison

Project /Location	Size	Cost	Cost/sf	Historical Cost index when built	Sq Ft Cost Adjusted for San Bernardino 2024
Miami Dade Integrated Command and Communication Center, FL Renov and Addition	217,800	\$ 165,000,000	\$ 757.58	97.0	\$ 2,503.51
Los Angeles EOC, CA	36,000	\$ 22,000,000	\$ 611.11	119.0	\$ 1,646.15
Denco 911, TX	10,118	\$ 5,361,000	\$ 529.85	170.7	\$ 994.98
Cumberland County Emergency Services Center, NC Renov	17,900	\$ 6,500,000	\$ 363.13	129.4	\$ 899.54
Utah Valley Dispatch, UT	12,868	\$ 5,500,000	\$ 427.42	184.7	\$ 741.79
Henrico ECC, Richmond, VA			\$ 123.00	98.8	\$ 399.06
San Mateo Co ROC, CA	37,000	\$ 31,500,000	\$ 851.35	253.7	\$ 1,075.68
Virginia Beach Emergency Communication & Operations Center	25,700	\$ 7,083,000	\$ 275.60	110.2	\$ 801.67
Inland Empire Transportation Management, CA	46,310	\$ 25,000,000	\$ 539.84	193.1	\$ 896.15
Lexington KY PSOC	46,000	\$ 17,000,000	\$ 369.57	160.7	\$ 737.18
Commonwealth of Kentucky EOC	26,150	\$ 8,326,000	\$ 318.39	174.8	\$ 583.87
Pennsylvania Emergency Management (PEMA)	149,398	\$ 46,750,159	\$ 312.92	191.4	\$ 524.07
Raleigh CCC, NC	112,324	\$ 49,434,547	\$ 440.11	157.4	\$ 896.29
Leon County Tallahassee, FL PSOB	91,600	\$ 29,994,543	\$ 327.45	160.9	\$ 652.36
<b>Average Building and Site Cost per SF of Building</b>					\$ 953.74
<b>Construction Cost Increase for Earthquake Resistance</b>			15%		\$ 143.06
<b>Average Building and Site Cost for CONFIRE</b>					\$ 1,096.80

## PURCHASED BREAK EVEN POINT BEYOND 30 YEAR LOAN PERIOD

Rialto Financing Information	Option 2 Rialto New Facility	Option 2 Rialto Renovate Facility	Option 3 New Facility Loma Linda	Option 4 New Facility Unknown Location
<b>TOTAL Investment</b>	<b>\$31,859,764.50</b>	<b>\$27,813,660.60</b>	<b>\$28,280,483.40</b>	<b>\$31,956,252.60</b>
Investment Break Even Option 1 VCC w/Buy Down	42 years	38.9 years	39.1 years	42.1 years
Investment Break Even Option 1 VCC w/out Buy Down	53.4 years	49.7 years	50.1 years	53.5 years

Note: Hesperia Lease costs are included in the breakeven calculation.


**CONFIRE**

## STAFF REPORT

**DATE: 10/26/2021**

**FROM: Art Andres, Director**

**TO: CONFIRE Administrative Committee**

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**SUBJECT: CITY OF RIALTO LEASE AGREEMENT**

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### **RECOMMENDATION**

Approve CONFIRE Director to execute a lease agreement with the City of Rialto for shared used space to be utilized by CONFIRE Management Information Services (MIS).

### **BACKGROUND**

The Rialto facility utilized for the Valley Dispatch Center was built in 2003. CONFIRE continued to expand roles/responsibilities, including providing service to twelve (12) additional fire agencies. Management Information Services (MIS) currently occupies leased trailer space adjacent to the CONFIRE dispatch center which does not have the appropriate facilities to be effective and there is currently not enough space for assigned personnel.

The intention is to continue with the on site leased trailers to create training/meeting space for CONFIRE staff as well as a quiet space for employees to address some mental wellness concerns outlined in our adopted staffing study.

Rialto Fire station 204 located at 3288 N. Alder Ave in Rialto was designed with shared space previously utilized by the Rialto police department. The space is currently not being utilized and is available for use by the CONFIRE MIS team. Terms and conditions have been outlined in the proposed five (5) year lease agreement. Station 204 is approximately 1 mile from Rialto facility which allows for rapid deployment for onsite system maintenance.

### **FISCAL IMPACT**

Lease agreement terms are for \$1/year for a period of 5 years. Approximate new costs will include:

- Utilities & Rent           \$4,503/year
- Furniture Rental         \$23,500/year
- Facilities (cleaning)     \$17,900/year

Total-                             \$45,900/year

**LEASE AGREEMENT**

**By And Between**

**THE CITY OF RIALTO, a California general law city**

**And**

**CONFIRE, a California joint powers authority**

**Dated: \_\_\_\_\_, 2022**

## LEASE AGREEMENT

This Lease Agreement (the "**Agreement**") is entered into as the date indicated on the cover page by and between the City of Rialto, a California municipal corporation (the "**Landlord**"), and CONFIRE, a California joint powers authority (the "**Tenant**"), who agree as follows:

### RECITALS

- A. Landlord owns certain real property located at 3288 N. Alder Avenue, Rialto, California 92377, that is currently being used by Landlord as a fire station ("Fire Station").
- B. Tenant desires to use a portion of the Fire Station, as more particularly depicted as the "Comm Room" and "Offices" in Exhibit A, as a dispatch center ("Property").
- C. Landlord and Tenant desire to enter into this Agreement for use of the Property for a Term not exceeding one year.

### OPERATIVE PROVISIONS

For consideration, the receipt and value of which is hereby acknowledged by both Parties, Landlord and Tenant hereby agrees as follows:

1. **Definitions.** For purposes of this Agreement, the terms set forth below shall be defined as and have the specific meaning ascribed herein:

1.1 "**Expiration Date**" means the date and time upon which the Term of the Agreement expires and Tenant is obligated to have vacated and surrendered the Property.

1.2 "**Hazardous Materials**" shall mean any and all of the following:

(i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. § 2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. § 1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H.&S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. § 25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. § 25300, et seq.; the Hazardous Waste Management Act, H.&S.C. §25170.1, et seq.; the Hazardous Materials Response Plans and Inventory, H.&S.C. § 25001, et seq.; the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as they may from time to time be amended;

(ii) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature;

(iii) any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and

(iv) polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

1.3 **“Property”** means that portion of the Fire Station located at 3288 N. Alder Avenue, Rialto, California 92377, that is more particularly described and depicted in Exhibit A.

2. **Material Inducement.** Tenant agrees that its promises and agreements to strictly adhere to and comply with the material terms and conditions set forth in this Agreement are a material inducement to Landlord’s lease of the Property to Tenant, in the absence of which Landlord would not have leased the Property to Tenant. Tenant’s failure to adhere to and comply with the terms and conditions of this Agreement shall be deemed a material breach of the Agreement.

3. **“AS-IS” Condition; Tenants Sole Risk.**

(i) Tenant agrees that it is thoroughly familiar with the Property and all aspects thereof, including, without limitation, the physical condition of the Property, its zoning and all other restrictions and limitations applicable to the Property (whether or not of public record). Tenant additionally agrees that it assumes all liability and responsibility for the physical condition of the Property. **Tenant agrees that neither Landlord nor anyone acting on Landlord’s behalf has made any representation or warranty of any kind or nature whatsoever respecting the physical condition of the Property, its suitability for Tenant’s use, or any other matter relating to the Property (including, but not limited to, the environmental condition of the Property) or this Agreement, and Tenant agrees that it is leasing the Property in its “AS-IS CONDITION AND WITH ALL FAULTS”.**

\_\_\_\_\_  
Tenant’s Initials

4. **Term.** The term (**“Term”**) of this Agreement commences on [REDACTED] (**“Commencement Date”**) and shall continue for a period of five (5) years from the Commencement Date. Tenant may terminate this Agreement at any time during the Term by providing Landlord with written notice at least thirty (30) days prior to the date Tenant will vacate the Property.

5. **Use; Restricted Access to Property; Safety Measures; Compliance with Laws.**

5.1 **Use.** Tenant agrees that it shall use the Property solely for dispatch service necessary to the operation of CONFIRE (**“Permitted Use”**).



5.2. Safety Measures. Tenant agrees to take all actions reasonably necessary to protect human safety in the course of its occupancy of the Property.

5.3 Hazardous Materials. During the term of the Agreement, Tenant agrees that it will not spill (without adequately cleaning up) or dispose of any Hazardous Materials on the Property. Tenant agrees to comply with all applicable laws and regulations concerning the use or storage of Hazardous Materials necessary for the Permitted Use on the Property. Tenant agrees to indemnify, defend and hold Landlord harmless against all claims, judgments, and costs (including attorneys') related to Tenant's use, storage, spillage, or disposal of Hazardous Materials on the Property during the term of the Agreement.

5.4 Use of Property by Landlord in the Event of an Emergency. Landlord shall have the right, upon no less than twenty-four (24) hours' notice, to use all portions of the Property as an Emergency Operations Center in the event of a declared emergency by the President of the United State, the State of California, the County of San Bernardino, the City Council of the City of Rialto, or by the City Manager of the City of Rialto.

6. Rent. As rent for the Property, Tenant agrees to pay to Landlord the sum of \$1.00 per year for the Term of the Agreement. Rent is to be paid in advance, without abatement, deduction or offset due to Landlord upon the execution of the Agreement and annually upon the anniversary of the Commencement Date.

7. Maintenance. Tenant agrees that it shall, at its sole cost and expense, during Tenant's occupancy of the Property, maintain the Property and all portions thereof. Tenant agrees that Landlord has no obligation of any kind or nature to maintain, repair, replace or improve the Property or any portion thereof. Tenant agrees that Landlord will have no liability of any kind or nature respecting any loss or theft of, or damage to, any such fixtures, equipment, or personal property of Tenant located in the Property.

8. Insurance. Tenant agrees to keep and maintain public liability and property damage insurance respecting the Property, naming Landlord as an additional insured, in form and amounts (not less than \$1,000,000 per occurrence) and with insurers reasonably satisfactory to Landlord. Such insurance shall expressly cover Tenant's obligation to indemnify, protect, defend and hold Landlord harmless, as provided in Section 9 of this Agreement. Tenant also agrees to keep and maintain a policy or policies of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in the name of Landlord and with loss payable to Landlord, to the extent of the full replacement cost of the improvements located on the Property and otherwise in form and with insurers reasonably satisfactory to Landlord. Tenant also agrees to keep and maintain worker's compensation insurance coverage for its employees in the minimum amounts required by California law. All such insurance will be primary and not contributing with any insurance which Landlord may maintain, and the insurer providing such insurance must agree that such insurance will not be changed or cancelled except upon at least thirty (30) days prior written notice to Landlord. Tenant waives any and all rights of recovery against Landlord and its officials, officers, agents and employees on account of loss or damage occasioned to Tenant or its property or the property of others under its control, to the extent that such loss or damage is insured against under the fire and extended coverage policy required to be kept and maintained by Tenant under this Agreement; and Tenant shall cause each policy required to be kept and maintained by it under this Agreement to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by such policy. Tenant will provide Landlord with copies

of the policies of such insurance or certificates evidencing such insurance upon execution of this Agreement and from time to time thereafter as reasonably requested by Landlord.

9. **Indemnification.** In addition to, and without limiting, Tenant's other obligations of indemnity under this Agreement, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees, and each of them, harmless from and against all claims, losses, liabilities, actions, judgments, orders, demands, costs and expenses (including without limitation reasonable attorneys' fees and costs) arising from or in any way related to: (1) the use and/or occupancy of the Property by Tenant and/or its officers, employees, agents, contractors, or invitees; (2) any bodily injury or trauma (including, without limitation, death, dismemberment, mental or physical illness, and/or emotional distress) suffered by any person while on the Property relating in any way to Tenant's use of the Property, or condition of the Property; (3) any injury or damage (including, without limitation, loss of profit, loss of opportunity) to any real or personal property or rights thereto, that is owned by Tenant, or its officers, employees, agents, contractors, or invitees where such injury or damage is in any way related to the Tenant's use of the Property or condition of the Property; (4) any willful misconduct, negligence, or act or omission of Tenant, or its officers, employees, agents, contractors, or invitees in or about the Property; or (5) any default by Tenant under this Agreement, but excluding any claims, losses, liabilities, actions, judgments, costs and expenses arising from or relating to Landlord's willful misconduct or sole negligence.

10. **Utilities.** The Property comprises approximately twenty percent (20%) of the total building square footage. Tenant agrees to pay, before delinquency, twenty percent (20%) of the water, sewer, gas, heat, light, power, refuse removal and all other utilities or services of any kind supplied to the Property. It is agreed that Landlord is not liable for any failure or interruption of any utility or service, and the failure or interruption of any utility or service will not entitle Tenant to terminate this Agreement or stop making any rental or other payments due under this Agreement. Landlord will provide monthly invoices to Tenant for the cost of utilities used during the term of the Agreement, with partial months prorated.

#### 11. **INTENTIONALLY OMITTED**

12. **Alterations.** Tenant agrees that it will not make any alterations or improvements to the Property, or any portion thereof, without Landlord's prior written consent, which consent Landlord is under no obligation to give. If Landlord consents to the making of any alterations or improvements, Tenant agrees that such alterations or improvements will be made in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, will be performed in a good and workmanlike manner, and will be made in compliance with such other conditions as Landlord may require in connection with the granting of its consent. Tenant agrees that it will pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Property, which claims are or may be secured by any mechanics' or materialmen's lien against the Property or any interest therein. All alterations and improvements made by Tenant shall, at Landlord's option and at Tenant's sole cost and expense, be removed from the Property at the end of the Term of this Agreement and the Property restored to their condition prior to the making of such alterations or improvements.

12.1 **Approved Alterations.** At its sole cost and expense, Landlord approves and Tenant agrees to make the following alterations to the Property: installation of new carpeting; installation of office partitions, furniture, and equipment necessary to the operation of

the dispatch center; interior cleaning of the Property; painting; and electrical and data network installations necessary to the operation of the dispatch center.

13. **Tenant's Personal Property.** Unless agreed to in writing by Landlord, all equipment and personal property of Tenant located at the Property, including, but not limited to equipment, tools, supplies, and materials, will be removed from the Property on the expiration or termination of the Agreement, at Tenant's sole cost and expense, and shall remain the property of Tenant, with the exception of equipment fixed to the Premises. Upon vacating the Property, Tenant shall leave the Property broom clean. In the event Tenant fails to remove all equipment and personal property in accordance herewith, Landlord shall be entitled to recover the actual cost to remove such equipment and personal property of Tenant.

14. **Damage and Destruction.** If the Property or any portion thereof is damaged or destroyed by any casualty (whether or not insured), Tenant, at Tenant's sole cost and expense, shall promptly repair and restore the same; provided, that the proceeds, if any, of the fire and extended coverage insurance required to be kept and maintained by Tenant under Section 7 (after deduction of all costs incurred by Landlord in recovering the same) shall be made available to Tenant by Landlord for the purpose of making such repairs and restorations; provided, further, that if the cost of repairing or restoring the Property exceeds one month's rent or if the repairs and restorations would require more than one month to complete once commenced, then either Landlord or Tenant may cancel this Agreement upon the giving of written notice to the other. Upon any cancellation of this Agreement pursuant to the provisions of this Section, all proceeds of insurance shall be the sole property of Landlord, and Tenant shall have no right or interest therein.

15. **Assignment.** Tenant may not assign this Agreement nor sublet all or any part of the Property without prior written agreement from Landlord.

16. **Default.** The occurrence of any one or more of the following shall constitute a default by Tenant:

- (a) Vacation or abandonment of the Property by Tenant.
- (b) Failure by Tenant to make payment of rent or any other payments required to be made by Tenant hereunder as and when due.
- (c) Failure by Tenant to keep and maintain any of the insurance required to be kept and maintained by Tenant under this Agreement.
- (d) Failure by Tenant to observe or perform any of the covenants or provisions of this Agreement, other than as provided in subsections (b) and (c) above, when such failure continues for a period of 30 days after written notice of such failure is given by Landlord to Tenant; provided, that if the nature of Tenant's failure is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

17. **Remedies.** If Tenant is in default, then, in addition to all other rights and remedies which Landlord may have at law or in equity, Landlord has the following rights and remedies which are not exclusive but are cumulative:

(a) Landlord can terminate Tenant's right to possession of the Property at any time. No act by Landlord other than giving written notice to Tenant will terminate this Agreement. On termination, Landlord has the right to recover from Tenant:

(i) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Agreement;

(ii) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Agreement until the date Landlord recovers possession of the Premises, provided that Landlord shall have no claim pursuant to this clause (ii) unless Tenant has remained in possession after the date of termination of this Agreement;

(iii) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the Term, not to exceed the last day of the first full calendar month after Landlord has recovered possession, after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided Premises, provided that Landlord shall have no claim pursuant to this clause (iii) unless Tenant has remained in possession after the date of termination of this Agreement; and

(iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in (i) and (ii) of this subsection (b), is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in (iii) of this subsection (b), is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

(b) Any and all rights and remedies available to it under the law.

18. **Late Payment.** Rent and other amounts not paid by Tenant when due under this Agreement shall bear interest at the rate of ten percent (10%) per annum from the date due until the date paid, provided that Tenant shall not be liable for any interest or late charges pursuant to this Agreement in the absence of invoice or other written demand from Landlord given within one year of the date the late charge or interest was incurred..

19. **Landlord Entry.** Landlord and its authorized representatives shall have the right upon reasonable prior written notice to Tenant to enter all portions of the Property for any of the following purposes: (a) to determine whether the Property are in good condition and whether Tenant is complying with its obligations under this Agreement; (b) to inspect the Property; (c) in connection with Landlord's design and construction planning respecting Landlord's future use of the Property; and (d) to post notices of nonresponsibility. Notwithstanding the foregoing to the contrary, Landlord and its authorized representatives shall have the right to enter the Property at any time, and without notice to Tenant, where an emergency situation necessitates such entry. No exercise by Landlord of its rights under this Section shall entitle Tenant to any damages for any injury or inconvenience occasioned thereby or to any abatement of rent or other amounts payable under this Agreement.

21. **Notices.** Except as otherwise provided, all notices required or permitted to be given under this Agreement must be in writing and addressed to the parties at their respective

notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Property address. Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service. The notice addresses of the parties are as follows:

If to Landlord: City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attention: City Manager

With a copy to:

Eric S. Vail, Interim City Attorney  
Burke, Williams & Sorensen, LLP  
1770 Iowa Avenue, Suite 240  
Riverside, CA 92507-2479

If to Tenant: CONFIRE  
1743 Miro Way  
Rialto, California 92376  
Attn: General Manager

24. **General.**

(a) The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the terms, covenants or provisions of this Agreement by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing, be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in any writing transmitting the same.

(b) The titles to the sections of this Agreement are for convenience of reference only and are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. Any exhibits attached to this Agreement are, however, a part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. In construing this Agreement, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

(c) Any provision of this Agreement that is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating, diminishing or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Agreement.

(d) No term or provision of this Agreement may be amended, altered, modified or waived orally or by a course of conduct, but only by an instrument in writing signed by a duly

authorized officer or representative of the party against which enforcement of such amendment, alteration, modification or waiver is sought. Any amendment, alteration, modification or waiver shall be for such period and subject to such conditions as shall be specified in the written instrument affecting the same. Any waiver shall be effective only in the specific instance and for the specific purpose for which given.

(e) This Agreement and all exhibits attached to it constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (whether written or oral) with respect to that subject matter.

(f) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

The parties have caused this Agreement to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

CITY OF Rialto, a municipal corporation

By: \_\_\_\_\_  
Sean Grayson  
Acting City Manager

ATTEST:

\_\_\_\_\_  
Barbara McGee, City Clerk

APPROVED AS TO FORM:

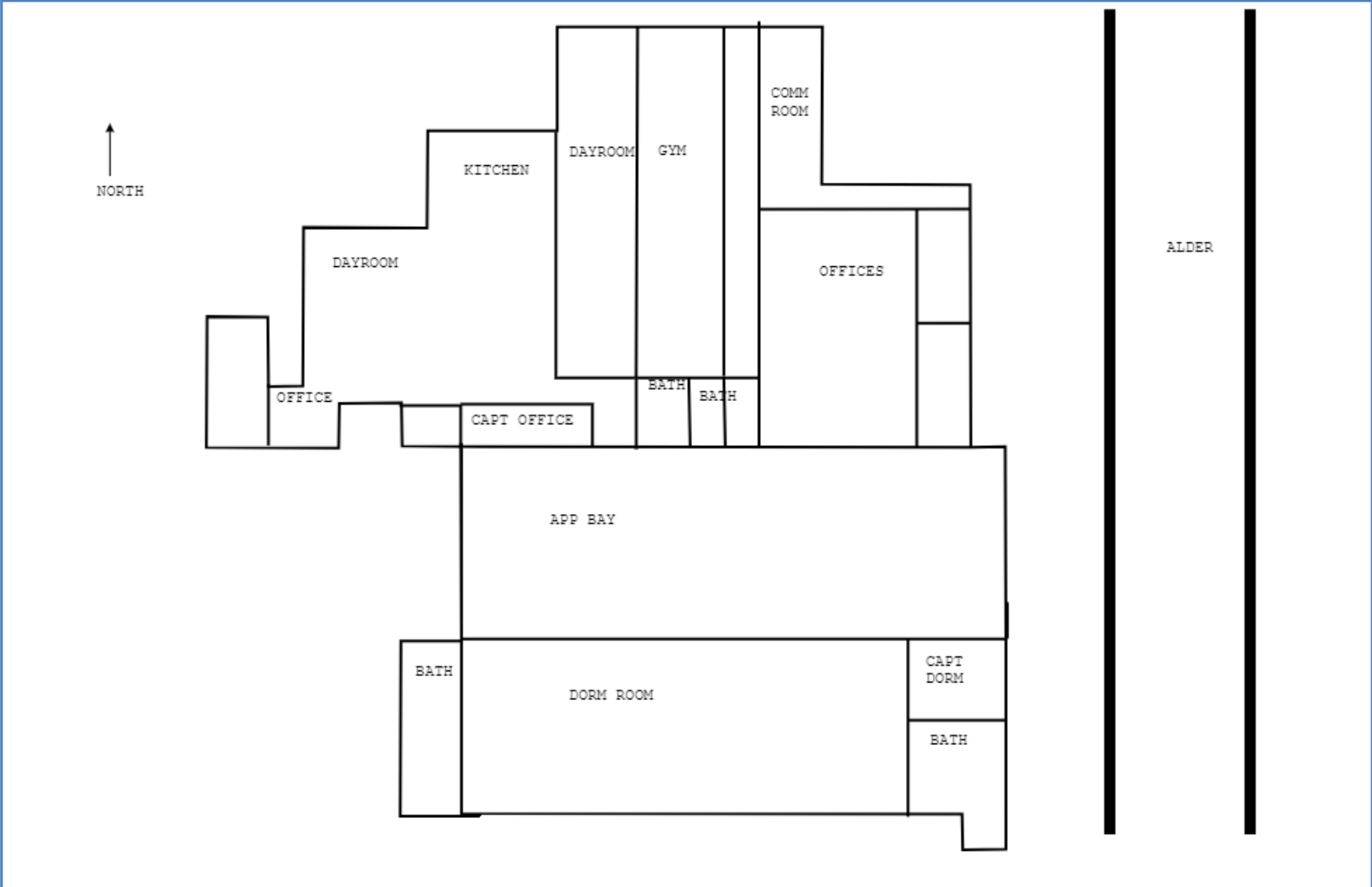
\_\_\_\_\_  
Eric S. Vail,  
Interim City Attorney

CONFIRE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

# Exhibit A



Name:	RIALTO	Drawing: ROUGH FLOOR PLAN	Project:	Drawn: STEPHENSON	Notes:  RIALTO FIRE STATION 204 3288 N ALDER AVE RIALTO, CA 92377
Cat:	FIRE STATION 204	Scale: NOT TO SCALE	Date: 11/30/2021	Rev: A	



**CONFIRE****STAFF REPORT****DATE: February 22, 2022****FROM: Art Andres, Director****TO: CONFIRE Administrative Committee**

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**SUBJECT: American Rescue Plan Act and the Coronavirus Local Fiscal Recovery Fund Budget Adjustment**

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**RECOMMENDATION**

Accept and approve the American Rescue Plan Act and the Coronavirus Local Fiscal Recovery funding. This grant has been designated to fund the Emergency Communication Nurse System (ECNS) or Nurse Triage Program in the amount not to exceed \$2,100,000.

**BACKGROUND**

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. The law is intended to assist, but limited to, public health and economic impacts due to the COVID-19 pandemic.

The County of San Bernardino received a disbursement from the United States Department of Treasury of money associated with the Coronavirus Local Fiscal Recover Fund (CLFRF) for Local Governments under Section 603(a) which states some funding may be transferred to other public entities for certain ARPA purposes.

On February 8, 2022, the County Board of Supervisors and the San Bernardino County Fire District have entered into an agreement regarding the transfer of ARPA CLFRF, which may be utilized by CONFIRE for ECNS expenditures as follows:

<b>Description</b>	<b>Amount</b>
Salaries, Wages and Benefits	1,311,159
Purchased Services	580,421
Information Technology	145,920
Rents/Utilities	27,000
Supplies	7,000
Travel and Training	8,500
Marketing/Public Relations	20,000
<b>Total Expenditures</b>	<b>\$2,100,000</b>

The implementation of the ECNS program occurred December 21, 2020 through a contractual agreement with Regional Emergency Medical Services Agency (REMSA) to provided California licensed nurses who were EMD trained in LowCode. As an accredited center for Emergency Medical Dispatch, Consolidated Fire Agencies (CONFIRE) has the ability to operate its Emergency Medical Dispatch (EMD) program to incorporate a nurse element. This allows for the further screening of certain low acuity calls that can assist in identifying potential COVID-19 or other communicable-disease cases and direct them to appropriate treatment or transportation options. Utilizing nurses with CONFIRE’s expanded dispatch capabilities will ensure that patients get to the correct treatment site. This proactive approach of installing nurses in the dispatch center provides for the appropriate care and safety measures for all involved. The ARPA CLFRF funds will allow CONFIRE to hire nurses and expand the program to provide 24-hour coverage, 7 days a week including additional staffing for peak periods of high call volume.

The term period for the ARPA CLFRF grant is February 8, 2022 through December 31, 2024 and not to exceed the amount of \$2,100,000.

**FISCAL IMPACTS**

This project will be initially paid from General Reserves (5010) and reimbursed by the ARPA CLFRF funding through the San Bernardino County Fire District.

**Contract Number**

\_\_\_\_\_

**SAP Number**

\_\_\_\_\_

**San Bernardino County Fire  
Protection District**

<b>Department Contract Representative</b>	Cory Nelson
<b>Telephone Number</b>	(909) 387-5779
<b>Contractor</b>	Consolidated Fire Agencies (CONFIRE) DUNS No. 106524809
<b>Contractor Representative</b>	Art Andres
<b>Telephone Number</b>	356-2377
<b>Contract Term</b>	February 8, 2022 through December 31, 2024
<b>Original Contract Amount</b>	\$2,100,000
<b>Amendment Amount</b>	_____
<b>Total Contract Amount</b>	_____
<b>Cost Center</b>	_____

**AGREEMENT BETWEEN THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND  
CONFIRE RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS  
LOCAL FISCAL RECOVERY FUND**

WHEREAS, on March 4, 2020, the State of California declared a state of emergency as a result of the Coronavirus Disease 2019 (COVID-19) outbreak and on March 13, 2020, by Proclamation 9994, the President declared a national emergency concerning the COVID-19 pandemic. The COVID-19 pandemic continues to cause significant risk to the public health and safety of the Nation; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. The law is intended to combat the COVID-19 pandemic, including the public health and economic impacts; and

WHEREAS, pursuant to Section 9901 of the ARPA, San Bernardino County (County) received a disbursement from the United States Department of the Treasury of money associated with the Coronavirus Local Fiscal Recovery Fund (CLFRF) for Local Governments under Section 603(a), some of which may be transferred to other public entities for certain ARPA purposes; and

WHEREAS, County agreed to comply with the U.S. Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions (Terms and Conditions) identified in the U.S. Department of the Treasury and San Bernardino County agreement (OMB Approved No. 1505-0271) (U.S. Department of the Treasury Agreement), which is on file with the County and incorporated herein by this reference; and

WHEREAS, the Assistance Listing Number (ALN)/Federal Assistance Identification Number (FAIN) for the ARPA CLFRF is 21.027/SLT-0628 respectively; and

WHEREAS, the ARPA provides that payments from the CLFRF may be used for the following: i) to respond to the public health emergency with respect to COVID–19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; ii) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; iii) for the provision of government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; or iv) to make necessary investments in water, sewer, or broadband infrastructure; funding provided under ARPA must be obligated by December 31, 2024 and expended by December 31, 2026; and

WHEREAS, on February 8, 2022, the Board of Supervisors for the County and the Board of Directors for the San Bernardino County Fire Protection District (SBCFPD) are expected to enter into an agreement regarding the transfer of ARPA CLFRF dollars to SBCFPD, which may be utilized for Consolidated Fire Agencies (CONFIRE) expenditures identified in Exhibit “A,” in order to provide COVID-19 emergency response to the residents of the County and SBCFPD, which is a condition precedent to this Agreement.

NOW, THEREFORE, in consideration of the above, SBCFPD and CONFIRE agree as follows:

**1. The ARPA CLFRF.**

This Agreement applies to an amount not to exceed \$2,100,000 ARPA CLFRF transferred to SBCFPD (“Funds”), which the County acknowledged and agreed that SBCFPD may transfer to CONFIRE for expenditures identified in Exhibit “A” to this Agreement, which is attached here and incorporated herein by this reference.

**A. Disbursement of Funds:**

- i. SBCFPD agrees, upon receipt and SBCFPD approval of an invoice from CONFIRE for expenditures identified in Exhibit “A” to this Agreement (“Reimbursement”), to transfer Funds to cover the invoice. SBCFPD will make a good faith effort to reimburse CONFIRE for invoices approved for reimbursement within thirty (30) days of receipt of an invoice.
- ii. CONFIRE understands and agrees as follows:
  - a. The use of Funds transferred by SBCFPD shall be used only for expenditures identified in Exhibit “A” to this Agreement and that such expenditures: i) respond to the public health emergency with respect to COVID–19 or its negative economic impacts; and ii) were incurred during the period that begins February 8, 2022, and will end December 31, 2024. For purposes of this Agreement and pursuant to federal guidance, expended or obligated costs are costs incurred by CONFIRE during the time period referenced above that are allowable for reimbursement. A

cost obligated by CONFIRE as of December 31, 2024, must be expended by December 31, 2026 to meet the eligible costs timeframe as defined by the U.S. Department of the Treasury.

- b. The Funds cannot be used: i) as a revenue replacement for lower than expected tax or other revenue collections; ii) for expenditures for which CONFIRE has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense; or iii) as a deposit into any pension fund.
- c. CONFIRE shall prepare and submit to SBCFPD an invoice, on a monthly basis, for reimbursement to cover expenditures identified in Exhibit "A" to this Agreement that also satisfy Paragraph(s) 1.A.ii.a and 1.A.ii.b., above.
- d. If CONFIRE has insufficient cash to cover the expenditure, a prepayment may be requested from SBCFPD. Such prepayment shall not exceed the amount of the invoice or invoices that have been submitted to SBCFPD for reimbursement. The request for a prepayment must include CONFIRE's current cash balance in their Operations Fund, a copy of the invoice or invoices that have been approved for payment, and a memo/letter requesting such prepayment and the justification for the request signed by the Director and addressed to SBCFPD's Fire Chief. Any prepayment must be approved by SBCFPD's Fire Chief, in SBCFPD's Fire Chief's sole discretion. It is understood that prepayments will only be considered due to insufficient cash and are at the complete discretion of SBCFPD.
- e. CONFIRE shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CONFIRE's requests for reimbursement which segregate and accumulate expenditures of CONFIRE covered by Exhibit "A" to this Agreement and produce monthly reports which clearly identify reimbursable costs and other allowable expenditures by CONFIRE. CONFIRE shall provide a monthly report of expenditures under this Agreement no later than the 15<sup>th</sup> day of the following month.
- f. In addition to the reporting requirements in Paragraph 1.A.ii.e, above, CONFIRE shall provide SBCFPD a quarterly report of actual expenditures reimbursed to date under this Agreement and estimated cash expenditures covered by Exhibit "A" to this Agreement through December 31, 2024 and/or December 31, 2026, whichever is applicable.
- g. CONFIRE shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with Section 200.334 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to SBCFPD upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), CONFIRE shall maintain all documentation connected with its performance under this Agreement for a minimum of five (5) years from the date of the last payment made by SBCFPD or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCFPD, the County, the State or the United States Government during normal business hours at CONFIRE.
- h. CONFIRE shall cooperate in having an audit completed by SBCFPD, at SBCFPD's option and expense. Any audit required by the ARPA will be completed by CONFIRE, at CONFIRE's expense. CONFIRE shall rep

to SBCFPD any reimbursement for Funds that are determined by an ARPA to be unallowable under the ARPA within the time period required by the ARPA, but no later than one hundred twenty (120) days of CONFIRE receiving notice of audit findings, which time shall include an opportunity for CONFIRE to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CONFIRE fails to reimburse moneys due SBCFPD within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the ARPA, SBCFPD reserves the right to withhold future payments due CONFIRE from any source under SBCFPD's control.

- i. In the event that: i) an audit is conducted by CONFIRE, the County, SBCFPD or an outside entity responsible for auditing agencies that received money through the ARPA; and ii) Funds approved by SBCFPD and disbursed to CONFIRE are determined to be ineligible, CONFIRE shall be responsible for refunding those ineligible Funds.

B. Reduction of Funds

- i. SBCFPD, through its Chief Executive Officer (CEO), in the CEO's sole discretion, reserves the right to reduce the transfer amount identified in this Agreement with ten (10) days advance written notice provided to CONFIRE.
- ii. Such reduction, shall be based on: i) CONFIRE's estimated cash expenditures as listed in their quarterly reports through December 31<sup>st</sup> of each year; or ii) a later determination by the United States Department of the Treasury, County, or SBCFPD that the expenditures identified in Exhibit "A" to this Agreement are ineligible for ARPA funding.

C. Both SBCFPD and CONFIRE agree to comply with any and all ARPA requirements, as well as any and all applicable County, SBCFPD, State, and Federal laws, regulations, policies and procedures pertaining to the funding described in this Agreement. CONFIRE agrees to comply with the Terms and Conditions applicable to County as identified in the U.S. Department of the Treasury Agreement. Therefore, for purposes of this Agreement, the term "Recipient" in the U.S. Department of the Treasury Agreement Terms and Conditions shall mean CONFIRE. SBCFPD and CONFIRE shall comply with 2 CFR Part 200, including, but not limited to 2 CFR 200.303 (internal control), 200.331 thru 200.333 (subrecipient monitoring and management), and subpart F (audit). The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by CONFIRE or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to SBCFPD. SBCFPD and CONFIRE also agree that as additional federal guidance becomes available, a contract amendment to this Agreement may become necessary.

2. This Agreement may be terminated by SBCFPD, through SBCFPD's CEO, for any reason, with a thirty (30) day written notice to CONFIRE of termination. Upon such termination, payment will be made to CONFIRE for the expenses reasonably incurred prior to the effective date of termination. This Agreement may also be terminated immediately by SBCFPD in the event of a breach of the Agreement terms by CONFIRE. In such event, SBCFPD shall be entitled to pursue any available remedies authorized by law or regulations.
3. This Agreement is from the Effective Date defined in Paragraph 10 through December 31, 2024. **SBCFPD shall only reimburse costs incurred and expended through the dates identified in Exhibit "A."** Paragraph 1.A.ii.a., b., e., g., h., i., Paragraph 1.C., and Paragraphs 4 and 5 shall survive the termination of this Agreement. The costs to be reimbursed under t

Agreement do not include Research and Development as defined in 2 CFR 200.1, nor do they include indirect costs.

4. SBCFPD agrees to indemnify, defend (with counsel reasonably approved by CONFIRE) and hold harmless CONFIRE and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from SBCFPD's negligent acts or omissions which arise from SBCFPD's performance of its obligations under this Agreement.

CONFIRE agrees to indemnify, defend (with counsel reasonably approved by SBCFPD), and hold harmless SBCFPD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from CONFIRE's negligent acts or omissions which arise from CONFIRE's performance of its obligations under this Agreement.

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

5. 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, the CONFIRE agrees to amend, supplement or endorse the existing coverage to do so.

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

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

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

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

- B. 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.

- C. 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.

- D. 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.

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

- F. Additional Insured  
All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the SBCFPD/County and its officers, employees, agents and volunteers as additional named insured 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 SBCFPD/County to vicarious liability but shall allow coverage for the SBCFPD/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.

- G. Waiver of Subrogation Rights  
CONFIRE shall require the carriers of required coverages to waive all rights of subrogation against the SBCFPD/County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONFIRE and CONFIRE’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 SBCFPD/County.

- H. 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 SBCFPD/County.

- I. Severability of Interests



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

J. Proof of Coverage

CONFIRE shall furnish Certificates of Insurance to the Department administering the Agreement evidencing the insurance coverage at the time the Agreement 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 CONFIRE shall maintain such insurance from the time CONFIRE commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, 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.

K. 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".

L. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

M. Failure to Procure Coverage

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

N. Insurance Review

Insurance requirements are subject to periodic review by the SBCFPD/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 SBCFPD/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 SBCFPD/County, inflation, or any other item reasonably related to the SBCFPD/County's risk.

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

Any failure, actual or alleged, on the part of the SBCFPD/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 SBCFPD/County.

6. This Agreement shall be governed by the laws of the State of California. The parties acknowledge and agree that this Agreement 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 Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District
7. During the term of the Agreement, CONFIRE shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONFIRE shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
8. CONFIRE certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (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.
9. If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Agreement is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Agreement or any other portion thereof.
10. The recitals of this Agreement are incorporated into the body of this Agreement by this reference.
11. This Agreement shall take effect on the date it is signed and approved by authorized representatives of both SBCFPD and CONFIRE (Effective Date).
12. Time is of the essence for each and every provision of this Agreement.
13. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.
14. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given

or performed by a party shall give the other party any contractual rights by custom, estoppel or otherwise.

15. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by SBCFPD or CONFIRE.
16. Without the prior written consent of the County, the Agreement is not assignable by SBCFPD either in whole or in part.
17. 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.
18. This Agreement and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement 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 Agreement and signs the same of its own free will.
19. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
20. CONFIRE and its sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
21. Any publications produced with funds from this award must display the following language: *"This project [is being] [was] supported, in whole or in part, by federal award number SLT-0628 awarded to County of San Bernardino by the U.S. Department of the Treasury."*
22. In accordance with 41 U.S.C. § 4712, CONFIRE may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public

health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: i) a member of Congress or a representative of a committee of Congress; ii) an Inspector General; iii) the Government Accountability Office; iv) a Treasury employee responsible for contract or grant oversight or management; v) an authorized official of the Department of Justice or other law enforcement agency; vi) a court or grand jury; or vii) a management official or other employee of the County, SBCFD, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. CONFIRE shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

23. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SBCFPD encourages CONFIRE to adopt and enforce on-the-job seat belt policies and programs for their employees when operating entity-owned, rented or personally owned vehicles.
24. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SBCFD encourages CONFIRE to adopt and enforce policies that ban text messaging while driving.

**IN WITNESS WHEREOF**, the San Bernardino County Fire Protection District and CONFIRE have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

**CONSOLIDATED FIRE AGENCIES**

▶ \_\_\_\_\_  
Curt Hagman, Chairman, Board of Directors

▶ \_\_\_\_\_

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

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

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

Lynna Monell, Secretary

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

\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

▶ \_\_\_\_\_  
Scott Runyan, Supervising Deputy County Counsel

▶ \_\_\_\_\_

▶ \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit "A"

### Scope of Expenditures

- The following is the scope of expenditures to be funded by the American Rescue Plan Act of 2021 (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF) received by San Bernardino County:

**The following scope of expenditures supports the regional response to the current COVID-19 pandemic:**

- Emergency Communication Nurse System (Nurse Triage Program):** As an accredited center for Emergency Medical Dispatch, Consolidated Fire Agencies (CONFIRE) has the ability to operate its Emergency Medical Dispatch (EMD) program that incorporates a nurse element that allows for the further screening of certain calls that can assist in identifying potential COVID-19 or other communicable-disease cases and directing them to appropriate treatment and transportation options. Utilizing nurses with CONFIRE's expanded dispatch capabilities will ensure that patients get to the correct treatment site. This proactive approach of installing nurses in the dispatch center provides for the appropriate care and safety measures for all involved.

**The above program will enable CONFIRE to respond to the COVID-19 pandemic.**

**The use of ARPA funds for this program is permissible as the costs for CONFIRE:**

- respond to the public health emergency with respect to COVID-19 or its negative economic impacts; and
  - were incurred during the period that begins February 8, 2022, and ends December 31, 2024.
- Not-to-exceed amount of expenditures described in 1, above, incurred or obligated during the period of February 8, 2022, through December 31, 2024 is \$2,100,000.

- The following is the list of projected expenditures that will be funded by the ARPA CLFRF and CONFIRE confirms each of these expenditures satisfy the findings in 1, above:

Salaries, Wages and Benefits	\$1,311,159
Purchased Services	\$580,421
Information Technology	\$145,920
Rents/Utilities	\$27,000
Supplies	\$7,000
Travel and Training	\$8,500
Marketing/Public Relations	\$20,000
<b>Total Expenditures</b>	<b>\$2,100,000</b>


**CONFIRE**

## STAFF REPORT

**DATE: 02/22/2022**

**FROM: Art Andres, Director  
Yvette Calimlim, Business Management Analyst**

**TO: CONFIRE Administrative Committee**

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**SUBJECT: FY 2022/23 Preliminary Revenue Report**

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### RECOMMENDATION

Review and Discuss FY22/23 Preliminary Revenue Report.

### BACKGROUND

CONFIRE estimates the revenue budget for FY22/23 to be \$13,512,549. This is an increase of \$1,274,230 or 9% compared to prior year. Changes and contributing factors to the budget increase are as follows:

#### Staffing

- Projected salary increases/MOU changes = \$8,928,229; increase of \$717,439 or 8%
- Increase is primarily due to the approved salary increase of 10% approved in ESU side letter agreement
- Assumptions based on Emergency Services Unit MOU on-going negotiations

#### Services and Supplies

- Utilities = \$4,500 budgeted; increase due to proposed added shared space with Rialto for MIS
- General Liability (Alliant Insurance) = \$49,092 budgeted; increase of \$8,437 or 17%
  - Increase is due to significant events which have driven the property insurance market to sustain significant catastrophe loss
  - Budget included an additional 3% increase to insurance costs from prior year
- Auditing = \$25,700 budgeted; \$11,700 increase or 46%.
  - Increase is primarily due to added cost for Single Audit fees for Federal requirements outlined in the CARES Act and ARPA funding
- Other Professional Services = \$238,944 budgeted; increase of \$90,244 or 38%
  - Fratus and McMath consultants were moved from Fund 5010 to Fund 5008
  - Added cost for facility maintenance for the MIS share space at Rialto

- Rents & Leases Equipment = \$45,750 budgeted; increase \$20,106 or 44%
  - Increase is mainly due to the increase in furniture rental for MIS staff for the shared space in Rialto

#### Application Changes

- Increase cost to applications by 3-5% based on prior year trends
- Addition of Microsoft SQL Server licenses = \$18,014
- Addition of First Due application to seat-based cost per agency = \$195,000
- Applications such as Adobe, Tablet Command Pro 2 Way Annual Subscription, Inform API, and Staffing Integration Annual subscriptions were moved from universal to seat based.

#### **FINANCIAL IMPACT**

The Preliminary Revenue Report details the anticipated contribution of each member and contract agency toward the CONFIRE budget in the amount of \$13,512,549. This amount is subject to change as the budget is finalized. Individual agency detail reports available upon request.



## CONFIRE REVENUE SHEET FY 2022/23

DRAFT

### FY 2022 Cost Analysis

Department / District	% of Call Volume 2021	Admin / General (100)	CAD / GIS (200)	Desert Dispatch (300)	Valley Dispatch (400)	Total Dispatch (200-400)	MIS -Universal (600)	MIS Seat-Based (600)	MIS Total (600)	ISD Radio/Pagers & Pass Thru (700)	CONFIRE Operating Fund (5008)	Agency Equipment Replacement (5009)	CONFIRE Equipment Replacement (5008)	Total Equipment Replacement (5009)	FY 2021/22 Operating & Equipment Costs	5% - 10% Contract Charge (5011)	CAD to CAD Fund (5019)	FY 2022/23 Total Costs	FY 2021/22 Total Costs	Total Diff from 2021/22	% of Change FY 2022 to FY2023
Apple Valley	5.31%	72,124	61,096	130,012	232,005	423,113	69,043	60,541	129,584	0	624,821	2,683	26,649	29,332	654,153			\$ 654,153	\$ 605,775	48,378	7%
Big Bear	1.67%	22,643	19,181	40,818	72,838	132,837	21,676	61,376	83,052	56,855	295,387	1,702	8,367	10,069	248,601	12,430		\$ 317,886	\$ 301,527	16,359	5%
Chino Valley	5.39%	73,196	62,004	131,945	235,454	429,403	70,069	94,335	164,404	0	667,003	326	27,046	27,372	694,375		11,500	\$ 705,875	\$ 644,789	61,086	9%
Colton	2.99%	40,669	34,450	73,311	130,822	238,583	38,931	137,151	176,082	49,910	505,244	29,215	15,027	44,242	499,576			\$ 549,486	\$ 520,785	28,701	5%
Loma Linda	1.72%	23,308	19,744	42,015	74,976	136,735	22,312	79,831	102,143	51,483	313,669	1,843	8,612	10,455	272,641			\$ 324,124	\$ 295,646	28,478	9%
Montclair	1.87%	25,441	21,551	45,861	81,838	149,249	24,354	25,127	49,481	0	224,172	163	9,400	9,563	233,735	11,687		\$ 245,421	\$ 216,765	28,656	12%
Rancho Cucamonga	7.02%	95,314	80,740	171,816	306,804	559,160	91,243	87,600	178,742	0	833,217	326	35,218	35,544	868,761			\$ 868,761	\$ 769,333	99,427	11%
Redlands	4.58%	62,218	52,704	112,155	200,139	364,999	59,560	160,807	220,366	71,945	719,528	30,240	22,989	53,229	700,812			\$ 772,757	\$ 713,541	59,217	8%
Rialto	4.68%	63,279	53,603	114,068	203,552	371,223	60,575	209,534	270,109	74,000	778,612	44,285	23,381	67,666	772,278			\$ 846,278	\$ 799,912	46,366	5%
Running Springs	0.28%	3,738	3,165	6,734	12,017	21,916	3,576	19,639	23,215	20,742	69,608	313	1,380	1,693	50,559			\$ 71,301	\$ 63,721	7,580	11%
San Bernardino Cty Fire	53.40%	725,264	614,367	1,307,381	2,333,001	4,254,749	694,280	813,279	1,507,559	0	6,487,572	0	267,982	267,982	6,755,554			\$ 6,755,554	\$ 6,050,646	704,908	10%
San Manuel	0.71%	9,711	8,226	17,505	31,237	56,988	9,296	36,042	45,338	0	112,017	978	3,598	4,566	116,563	5,829	13,125	\$ 135,537	\$ 113,342	22,195	16%
Victorville	10.02%	136,067	115,282	245,278	437,695	798,234	130,254	99,449	229,704	0	1,164,005	326	50,276	50,602	1,214,607			\$ 1,214,607	\$ 1,092,870	121,737	10%
Needles Ambulance	0.27%	3,652	3,094	6,583	11,748	21,424	3,496	0	3,496	0	28,572	0	1,349	1,349	29,921	1,496		\$ 31,417	\$ 33,598	(2,181)	-7%
County Road Dept	0.12%	1,664	1,410	3,000	5,353	9,762	1,593	0	1,593	0	13,019	0	615	615	13,634	682		\$ 14,316	\$ 10,788	3,528	25%
AMR		0	0	0	0	0	0	4,836	4,836	0	4,836	0	0	0	4,836	242		\$ 5,078	\$ 5,282	(203)	-4%
<b>TOTAL REVENUE</b>	<b>100%</b>	<b>\$ 1,358,285</b>	<b>\$ 1,150,596</b>	<b>\$ 2,448,481</b>	<b>\$ 4,369,278</b>	<b>\$ 7,968,355</b>	<b>\$ 1,300,258</b>	<b>\$ 1,889,447</b>	<b>\$ 3,189,705</b>	<b>\$ 324,935</b>	<b>\$ 12,841,281</b>	<b>\$ 112,400</b>	<b>\$ 501,879</b>	<b>\$ 614,279</b>	<b>\$ 13,130,624</b>	<b>\$ 32,365</b>	<b>\$ 24,625</b>	<b>\$ 13,512,548</b>	<b>\$ 12,238,319</b>	<b>\$ 1,274,230</b>	<b>9%</b>