



## **ADMINISTRATIVE COMMITTEE MEETING**

**TUESDAY, OCTOBER 26, 2021 – 1:30 PM**

**LOMA LINDA-COMMUNITY ROOM 25541 BARTON RD, LOMA LINDA**

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### **AGENDA**

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, October 26, 2021 in the Loma Linda Fire Department Community Room, 25541 Barton Road, Loma Linda, California.

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

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

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

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

#### **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 September 28, 2021
- [2.](#) CONFIRE Operations Statement as of 09/30/21  
Fund Balance as of 09/30/21
- [3.](#) September Billable Incident
- [4.](#) Call Summary Year To Date
- [5.](#) PSAP Answer Time Year To Date
- [6.](#) FY21-22 REMSA Renewal Contract

#### **DIRECTOR REPORT**

- a. Special Presentation- Kristen Anderson, Assistant Communications Manager
- b. CAD to CAD Presentation

#### **COMMITTEE REPORTS**

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

#### **OLD BUSINESS**

- [7.](#) Public Records Act
- [8.](#) ECNS PSA Tool Kit
- [9.](#) Valley Communications Center

#### **NEW BUSINESS**

- [10.](#) Fund Balance Transfer

#### **ROUND TABLE**

#### **CLOSED SESSION**

11. JPA Formation - Ambulance

## **ADJOURNMENT**

### **Upcoming Meetings:**

Next Regular Meeting: November 16, 2021 at 1:30 p.m.

### **POSTING:**

This is to certify that on October 21, 2021, I posted a copy of the agenda:

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

-25541 Barton Rd., Loma Linda, CA

    /s/ Liz Berry    

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



## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, SEPTEMBER 28, 2021 – 1:30 PM

LOMA LINDA COMMUNITY ROOM-25541 BARTON RD., LOMA LINDA

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### MINUTES

#### ROLL CALL

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

Chief Tim McHargue/Chairperson, Colton Fire - *Absent*  
Chief Ivan Rojer/Vice-Chairperson, Rancho Cucamonga Fire  
Chief Ken Harrison, Apple Valley Fire Protection District  
Chief Dave Williams, Chino Independent Fire District-*Absent*  
Chief Tim Bruner, Loma Linda Fire  
Chief Jim Topoleski, Redlands Fire  
Chief Brian Park, Rialto Fire  
Chief Dan Munsey, San Bernardino County Fire  
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 August 24, 2021
2. Financial Reports thru August 31, 2021
3. Billable Incidents, Call Summary YTD 2021, PSAP Answer Time YTD 2021

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

***Motion by: Chief Jim Topoleski***  
***Second by: Chief Ken Harrison***  
***Chief Tim McHargue-Absent (1)***  
***Chief Ivan Rojer-Yes (1)***  
***Chief Ken Harrison-Yes (1)***  
***Chief Dave Williams-Absent (1)***  
***Chief Tim Bruner-Yes (1)***  
***Chief Jim Topoleski-Yes (1)***  
***Chief Brian Park-Yes (1)***  
***Chief Dan Munsey-Yes (4)***  
***Chief Jeff Armstrong-Yes (1)***  
***10-Yes***  
***2-Absent***  
***0-Abstain***

***Motion Passed***

#### **DIRECTOR REPORT**

**4. ACE Re-Accreditation (See Attachments)**

*CONFIRE Communications has been Re-Accredited as the 169<sup>th</sup> Accredited Center of Excellence (ACE) with the International Academy of Emergency Dispatch (IAED). IAED has been the standard setting organization for emergency dispatch and response services worldwide. IAED has been the leading body of emergency dispatch experts for over 40 years.*

*Every three years CONFIRE goes through a rigorous process of submitting the 20 Points of Accreditation. These points include documentation about who we are, what we do, and how we do it. IAED reviews our QA process, EMD, CPR, and EMD-Q certification status, our training records, meeting notes, even our history as a 9-1-1 center. They evaluate our compliance, and they also evaluate the CONFIRE Quality Assurance Team's compliance.*

*Accreditation (and subsequent re-accreditation) from IAED is the highest distinction given to emergency communications centers. CONFIRE has earned and kept their Medical ACE status for 9 years which proves we are the embodiment of dispatch done right. Our ACE designation puts us in with the top performing dispatch centers in the WORLD!*

- a. Special Presentation – Ingrid Johnson, GIS Coordinator
- b. ECNS
  - Center for Medicare/Medicaid ET3 NOFO Application
  - American Nurses Foundation/CareStar Foundation
  - PSA Program
- c. Victor Valley College Telecommunications Program

**COMMITTEE REPORTS**

- a. Support Committee Report/MIS Updates - Blessing Ugbo  
*No report this month.*
- b. Ops Chief Committee Report - Chief Bruner  
*The committee was dark due to fire activity and Ops Chiefs being on assignments.*
- c. CAD to CAD - Chief Rojer
  - *Agreements executed for Riverside County Fire, Murrieta, and AMR.*
  - *Chino Police Department implementation began with likely "go live" date in January 2021.*
  - *AMR will begin with a short-term solution of a point-to-point connection while the hub model is implemented concurrently.*

**OLD BUSINESS**

5. Public Records Act  
*Citizens have a right to access public records of CONFIRE as outlined in the California Public Records Act (PRA) and other state or federal laws. Multiple factors are considered while adhering to PRA requests including private health care information, laws permitting CONFIRE to withhold public disclosure and individual agency desire to communicate directly with the person or entity submitting the PRA.*

*Administrative Policy 3.001 defines the right of the public to access records, the Director's, or his/her designee, ability to release information according to the PRA and individual CONFIRE agencies ability to provide comment prior to release.*

***Motion to move item to the October Admin. Chiefs Agenda for action so all Agencies are present.***

***Motion by: Chief Jeff Armstrong***

***Second by: Chief Brian Park***

***Chief Tim McHargue-Absent (1)***

***Chief Ivan Rojer-Yes (1)***

***Chief Ken Harrison-Yes (1)***

***Chief Dave Williams -Absent (1)***

***Chief Tim Bruner-Yes (1)***

***Chief Jim Topoleski-Yes (1)***

***Chief Brian Park-Yes (1)***

***Chief Dan Munsey-Yes (4)***

***Chief Jeff Armstrong-Yes (1)***

***10-Yes***

***2-Absent***

***0-Abstain***

*Item moved to October agenda for action.*

6. First Due
7. Call Processing Time  
-Quick Launch for CVA

## **NEW BUSINESS**

8. Strike Team Incident Personnel Tracking (**Action Item**)  
*Recommend tracking personnel and resources portal to portal when assigned to incidents outside the Operational Area (OA) and eliminate the requirement for a daily check in, with status report, to Comm Center while at the incident.*

***Motion to approve Strike Team Incident Personnel Tracking***

***Motion by: Chief Dan Munsey***  
***Second by: Chief Ken Harrison***  
***Chief Tim McHargue-Absent (1)***  
***Chief Ivan Rojer-Yes (1)***  
***Chief Ken Harrison-Yes (1)***  
***Chief Dave Williams -Absent (1)***  
***Chief Tim Bruner-Yes (1)***  
***Chief Jim Topoleski-Yes (1)***  
***Chief Brian Park-Yes (1)***  
***Chief Dan Munsey-Yes (4)***  
***Chief Jeff Armstrong-Yes (1)***  
***10-Yes***  
***2-Absent***  
***0-Abstain***

***Motion Passed***

## **ROUND TABLE**

- *Chief Munsey commented that the Command Chief presence has had a positive impact on daily operations. Would like to see the dispatch supervisors empowered to make similar discretionary decisions when a chief officer is not present. Communications Manager, Tim Franke, shared we have several new supervisors and on-going training will include encouraging supervisors to make command decisions based on available information.*
- *Discussion regarding Command Center expansion to include non BDC agencies. Ops Chief President, DC Bruner commented that is an objective of the Ops Chiefs. Discussion is on-going but progress has been slow. Chief Park shared the lessons learned and encouraged Ops Chiefs to make more progress to allow for a CONFIRE application which could develop into a standard practice and be incorporated into the budget.*

- *Director Andres gave a brief update on the status of the new County Valley Communications Center and options to consider. Financial factors have not been resolved but will continue to work with the designated sub-committee (Chief Munsey and Chief Park) to develop recommendations to present to the CONFIRE Admin. Committee and Board of Directors.*

**CLOSED SESSION**

**ADJOURNMENT**

*Motion to adjourn the CONFIRE Administrative Committee Meeting*

*Motion by: Chief Ken Harrison*

*Second by: Chief Dan Munsey*

*Ayes: 10*

*Absent: 2*

*Noes: 0*

*The meeting adjourned at 15:16.*

**Upcoming Meetings:**

Next Regular Meeting: October 26, 2021, at 1:30 p.m. Loma Linda Community Room 25541 Barton Rd., Loma Linda.

    /s/ Liz Berry    

**Liz Berry**

**Administrative Secretary I**





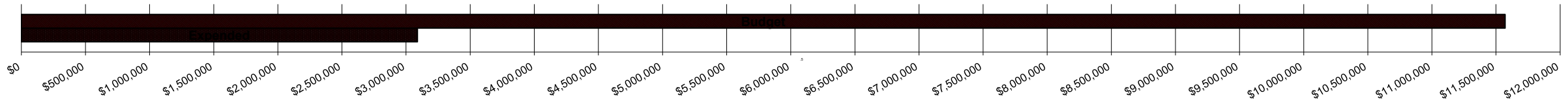
**OPERATIONS FUND 5008  
UNAUDITED MONTHLY SUMMARY FY 2021/22**

Transactions thru September 30, 2021

Item 2.

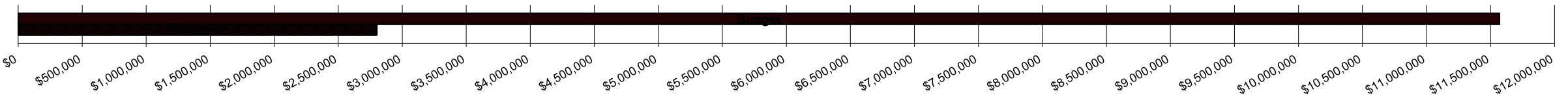
Expenditures	3 PP					3 PP					3 PP		Total YTD Expended	2020/21 Budget	Bud - Exp Difference	% Used
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June				
Salary/Benefits	519,723	478,214	556,180	-	-	-	-	-	-	-	-	-	1,554,117	7,921,125	\$6,367,008	19.6%
Overtime/Call Back	29,711	33,060	29,966	-	-	-	-	-	-	-	-	-	92,737	289,665	\$196,928	32.0%
Phone/Circuits/Internet	58,668	30,159	52,327	-	-	-	-	-	-	-	-	-	141,153	588,259	\$447,106	24.0%
County IS/Data Services/Counsel	4,996	(7,239)	2,189	-	-	-	-	-	-	-	-	-	(54)	61,761	\$61,815	-0.1%
Radio/Pager, Console Maint	-	40,310	40,271	-	-	-	-	-	-	-	-	-	80,581	504,118	\$423,537	16.0%
Computer Software	584,029	310,561	35,045	-	-	-	-	-	-	-	-	-	929,636	1,470,965	\$541,329	63.2%
Computer Hardware	45,479	192	108	-	-	-	-	-	-	-	-	-	45,779	18,450	(\$27,329)	248.1%
Office Exp/Copier Lease	11,598	4,558	1,645	-	-	-	-	-	-	-	-	-	17,801	71,044	\$53,243	25.1%
Insurance/Auditing	25,949	-	19,792	-	-	-	-	-	-	-	-	-	45,742	54,655	\$8,913	83.7%
Payroll/HR/Medical Director	7,908	64,657	4,237	-	-	-	-	-	-	-	-	-	76,802	279,871	\$203,069	27.4%
Travel/Training	2,025	1,153	1,306	-	-	-	-	-	-	-	-	-	4,484	65,000	\$60,516	6.9%
Auto/Structure/Fuel	-	1,937	2,133	-	-	-	-	-	-	-	-	-	4,069	24,047	\$19,978	16.9%
Other/HDGC Rent/Equip Trans	39,989	42,773	12,943	-	-	-	-	-	-	-	-	-	95,705	221,754	\$126,049	43.2%
<b>Total</b>	<b>1,330,076</b>	<b>1,000,333</b>	<b>758,142</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,088,551</b>	<b>11,570,714</b>	<b>\$8,482,163</b>	<b>26.7%</b>

**% Fiscal Year Passed 25.0%**



Revenue													Received	Budget	Difference	% Rcvd
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June				
Services	2,827,160	-	-	-	-	-	-	-	-	-	-	-	2,827,160	11,570,714	\$8,743,554	24%
Interest	6,896	(6,896)	-	-	-	-	-	-	-	-	-	-	-	-	\$0	
Other	-	(24,693)	-	-	-	-	-	-	-	-	-	-	(24,693)	-	\$24,693	
<b>Total</b>	<b>2,834,055</b>	<b>(31,589)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,802,466</b>	<b>11,570,714</b>	<b>\$8,768,248</b>	<b>24%</b>

**% Fiscal Year Passed 25.0%**





**FY 2021-2022  
Unaudited Fund Balance Report  
as of September 30, 2021**

**Operations Fund (5008)**

Unaudited Fund Balance 7/1/21		* \$	2,278,608
Revenue	2,802,466		
Expenditures	(3,088,551)		
	Net		(286,085)
Transfers Out to 5010			
Transfers Out to 5011			
	Net Transfers In/Out		-
	<b>Total Fund Balance</b>	<b>\$</b>	<b>1,992,523</b>

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

**Equipment Reserve Fund (5009)**

Unaudited Fund Balance 7/1/21		\$	2,104,323
Revenue	137,307		
Expenditures	(32,145)		
	Net		105,162
	<b>Total Fund Balance</b>	<b>\$</b>	<b>2,209,485</b>

**General Reserve Fund (5010)**

Unaudited Fund Balance 7/1/21		* \$	6,337,376
Revenue - Membership/Interest	97,254		
Revenue - Grant			
Expenditures	(399,015)		
	Net		(301,761)
Transfers Out to Fund 5019	(500,000)		
	Net Transfers In/Out		(500,000)
	<b>Total Fund Balance</b>	<b>\$</b>	<b>5,535,616</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>3,285,616</b>

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

**Term Benefits Reserve Fund (5011)**

Unaudited Fund Balance 7/1/21		\$	1,340,998
Revenue	194,075		
Expenditures			
	Net		194,075
Transer Comp. Absence From 5008			
Unfunded Liability			
	Net Transfers In/Out		-
	<b>Total Fund Balance</b>	<b>\$</b>	<b>1,535,073</b>



**CONFIRE**

**FY 2021-2022  
Unaudited Fund Balance Report  
as of September 30, 2021**

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

Unaudited Fund Balance 7/1/21		\$	-
Revenue		-	
Expenditures		(28,640)	
	Net		(28,640)
Transfers In from Fund 5010		500,000	
	Net Transfers In/Out		500,000
	<b>Total Fund Balance</b>	<b>\$</b>	<b>471,360</b>

<b>Total Beginning Fund Balance - 07/01/21</b>	<b>\$</b>	<b>12,061,306</b>
<b>Total Ending Fund Balance - 09/30/21</b>	<b>\$</b>	<b>9,494,057</b>


# CONFIRE Billable Incidents

Period: 09/01/2021 thru 09/30/2021

Jurisdiction	# of Incidents	% of Total
San Bernardino County	10,864	53.18%
VictorvilleFD	2,112	10.34%
RanchoCucamonga	1,453	7.11%
ChinoValleyFD	1,088	5.33%
AppleValley	1,036	5.07%
Rialto	1,028	5.03%
Redlands	947	4.64%
Colton	613	3.00%
MontclairFD	402	1.97%
Loma Linda	391	1.91%
Big Bear Fire	259	1.27%
San Manuel FD	133	0.65%
Baker Ambulance	46	0.23%
Running Springs	38	0.19%
Road Department	19	0.09%
<b>Total</b>	<b>20,429</b>	<b>100%</b>

BDC Division	# of Incidents	% of Total
East Valley	3,489	32.12%
Fontana	1,713	15.77%
Valley	1,523	14.02%
Hesperia	1,114	10.25%
South Desert	1,061	9.77%
North Desert	1,028	9.46%
Adelanto	465	4.28%
Mountain	441	4.06%
Hazmat	30	0.28%
<b>Total</b>	<b>10,864</b>	<b>100%</b>



### Call Summary

**CONFIRE/Comm Center**

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

Year: 2021

**From:** 1/1/2021

**To:** 9/30/2021

**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-21	19569	65	19634	0.33%	14978	989	15967	20246	9203	2303	31752	67353	100
Feb-21	15820	65	15345	0.42%	13030	938	13968	16156	8140	1809	26105	55418	98.5
Mar-21	16681	140	16821	0.83%	14960	1119	16079	17013	11824	2652	30949	63849	117.7
Apr-21	17849	256	18105	1.41%	15340	1384	16724	17531	10412	2169	30112	64941	95.8
May-21	18145	89	18234	0.49%	15610	1157	16767	19789	10260	2130	32179	67180	96.3
Jun-21	18607	85	18692	0.45%	14939	1398	16337	19490	9404	2224	31118	66147	98.3
Jul-21	20322	108	20430	0.53%	16337	1422	17759	20744	9970	2947	33661	71850	96.7
Aug-21	20051	105	20156	0.52%	14270	1078	15348	19463	10345	1626	31434	66938	102.7
Sep-21	18267	68	18335	0.37%	12939	830	13769	17704	10503	425	28632	60736	103.3
<b>2021 Totals</b>	164771	981	165752	0.59%	132403	10315	142718	168136	89521	18285	275942	584412	101
<b>2020 Totals</b>	153776	695	154471	0.45%	111877	5047	116924	154266	109772	2493	266532	537927	101.9



## PSAP Answer Time

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

Month - Year: 1/1/2021 - 9/30/2021  
 Agency Affiliation Fire

From: 1/1/2021  
 To: 9/30/2021  
 Period Group: Month  
 Time Group: 60 Minute  
 Time Block: 00:00 - 23:59  
 Call Type: 911 Calls

**CONFIRE**

Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 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%							
February 2021 Total	13,431	779	391	474	172	93	5	15,345
% answer time ≤ 10 seconds	87.53%	5.08%	2.55%	3.09%	1.12%	0.61%	0.03%	100.00%
% answer time ≤ 15 seconds	92.60%							
% answer time ≤ 40 seconds	98.24%							
March 2021 Total	14,942	768	452	430	145	78	6	16,821
% answer time ≤ 10 seconds	88.83%	4.57%	2.69%	2.56%	0.86%	0.46%	0.04%	100.00%
% answer time ≤ 15 seconds	93.40%							
% answer time ≤ 40 seconds	98.64%							
April 2021 Total	15,519	992	531	639	216	176	32	18,105
% answer time ≤ 10 seconds	85.72%	5.48%	2.93%	3.53%	1.19%	0.97%	0.18%	100.00%
% answer time ≤ 15 seconds	91.20%							
% answer time ≤ 40 seconds	97.66%							
May 2021 Total	15,477	1,017	548	786	249	138	19	18,234
% answer time ≤ 10 seconds	84.88%	5.58%	3.01%	4.31%	1.37%	0.76%	0.10%	100.00%
% answer time ≤ 15 seconds	90.46%							
% answer time ≤ 40 seconds	97.77%							
June 2021 Total	16,019	1,225	741	1,039	435	213	20	18,692
% answer time ≤ 10 seconds	80.35%	6.55%	3.96%	5.56%	2.33%	1.14%	0.11%	100.00%
% answer time ≤ 15 seconds	86.90%							
% answer time ≤ 40 seconds	96.43%							
July 2021 Total	15,945	1,550	898	1,212	512	281	32	20,430
% answer time ≤ 10 seconds	78.05%	7.59%	4.40%	5.93%	2.51%	1.38%	0.16%	100.00%
% answer time ≤ 15 seconds	85.63%							
% answer time ≤ 40 seconds	95.96%							
August 2021 Total	15,559	1,381	907	1,386	535	346	42	20,156
% answer time ≤ 10 seconds	77.19%	6.85%	4.50%	6.88%	2.65%	1.72%	0.21%	100.00%
% answer time ≤ 15 seconds	84.04%							
% answer time ≤ 40 seconds	95.42%							
September 2021 Total	15,027	790	581	1,169	421	302	45	18,335
% answer time ≤ 10 seconds	81.96%	4.31%	3.17%	6.38%	2.30%	1.65%	0.25%	100.00%
% answer time ≤ 15 seconds	86.27%							
% answer time ≤ 40 seconds	95.81%							
Year to Date 2021 Total	138,161	9,464	5,569	7,748	2,888	1,718	204	165,752
% answer time ≤ 10 seconds	83.35%	5.71%	3.36%	4.67%	1.74%	1.04%	0.12%	100.00%
% answer time ≤ 15 seconds	89.06%							
% answer time ≤ 40 seconds	97.10%							
Year to Date 2020 Total	133,084	8,603	4,628	5,217	1,838	1,020	81	154,471
% answer time ≤ 10 seconds	86.15%	5.57%	3.00%	3.38%	1.19%	0.66%	0.05%	100.00%
% answer time ≤ 15 seconds	91.72%							
% answer time ≤ 40 seconds	98.10%							

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES  
Emergency Communications Nurse Services (ECNS)**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Regional Emergency Medical Service Authority, a Nevada nonprofit corporation (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

**RECITALS**

1. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. CONFIRE is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.

**AGREEMENT**

**1. EXHIBITS**

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

Exhibits include:

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

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective on November 25, 2021 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) November 24, 2022.
- c. This agreement may be extended for one additional year with Administrative Committee approval.

**3. INDEPENDENT CONTRACTOR**

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

**4. SCOPE OF SERVICES**

Contractor shall furnish to CONFIRE the services described in Exhibit A ("Services").

**5. COMPENSATION**

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

**6. GENERAL TERMS AND CONDITIONS**

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

**7. INSURANCE**

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

**8. NOTICE**

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

To CONFIRE:  
Consolidated Fire Agencies  
Attn: Art Andres, Director  
1743 Miro Way  
Rialto, CA 92376

To Contractor:  
Regional Emergency Medical Service  
Authority  
Attn: Dean Dow  
450 Edison Way  
Reno, NV 89502



**9. LIMITATION OF LIABILITY**

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

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

**CONSOLIDATED FIRE AGENCIES**

**REGIONAL EMERGENCY MEDICAL SERVICE AUTHORITY**

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

Date: 10/18, 2021

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

By: 

Print Name: Art Andres

Print Name: Dean Dow

Its: Director

Its: President/Chief Executive Officer

**EXHIBIT A**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**SCOPE OF SERVICES**

This scope of work will include the following areas:  
*(drawn from original contract dated November 25, 2020)*

**A.1. Background**

The CONFIRE Regional Emergency Communication Center is a Joint Powers Agreement (JPA), which serves the 13 agencies, coordinating fire, rescue, and EMS resources in San Bernardino County (SBC). Their service area spans approximately 80% of the populated area, processing an average of over 225,000 dispatched calls per year. Near 85% of calls dispatched are medical in nature, of which near 125,500 of those are processed through the Emergency Medical Dispatch (EMD) protocols through ProQA software provided by the International Academy of Emergency Dispatch (IAED). The CONFIRE Emergency Communications Center (ECC) is an Accredited Center of Excellence (ACE) as recognized by IAED, in the provision of these EMD services.

The Regional Emergency Medical Service Authority (REMSA) is a Nevada nonprofit corporation and regional emergency medical transport and emergency medical dispatch provider in Northern Nevada, providing 9-1-1 response and transport, interfacility transport, disaster preparedness, special events coverage, search and rescue, tactical medical support, and public education to near 500,000 resident population and to over an average of five million visitors annually. REMSA provides ground ambulance services under a performance-based franchise agreement with the Washoe County Health District and is the sole provider of emergency and inter-facility ground ambulance transport services within Washoe County (excluding Incline Village and Gerlach). REMSA responds to approximately 70,000 requests for service per year of which all are processed through EMO.

In addition to its franchise obligations, REMSA staffs and manages a Nurse Health Line (NHL) communications center 24 hours a day, seven days a week, staffing Registered Nurses (RN) to provide assessment, recommended level of care or referrals to community resources to callers who are transferred to the Nurse Health Line from the 911 Center, or to callers who call the Nurse Health Line directly via an IO-digit telephone number. Those callers who are transferred from the 911 Center are vetted through the EMD protocols to determine if they should be categorized as low acuity and most likely not in need of a lights and sirens emergency government resources field response. In these situations, the RN, using the Priority Solutions Inc, LowCode software, under the auspices of the IAED's Emergency Communications Nurse System (ECNS) and accessing a local community Resource Directory in an attempt to provide solutions to callers that are either in a health care plan which can provide a level of service within their network or can be referred to other community resources (the services referenced in this paragraph referred to as the "Nurse Health Line Services"). Where the context so applies, the term "ECN Line" will refer to REMSA's Nurse Health Line described above.

CONFIRE and its stakeholders desire a partnership with REMSA for the interim provision of ECN services through REMSA's Nurse Health Line while CONFIRE works to stand up its own ECN program. CONFIRE anticipates that 20% or approximately 14,000 of their call volume may be eligible for ECN services.

The over program plan is for CONFIRE to reach a level of staffing and program administration of which they can then provide their own ECN services, anticipated during the second quarter of Year 2021. Until then, the

services of the REMSA's Nurse Health Line will enhance the services to the San Bernardino community and provide a template of which to emulate as CONFIRE stands up their own 911 to ECN Line.

## 2. Description of Services

The term "Services" or "ECN Services" shall refer to the services described in the following paragraph: Contractor will provide, at Contractor's communications center, the Nurse Health Line Services for Client, utilizing California-certified registered nurses specifically trained in the Priority Solutions Inc, protocol system "Emergency Communication Nurse (ECN) System", to assess and triage callers transferred from Client to the Contractor Call Center located in Reno, Nevada. Via the phone system, Contractor's nurse personnel will provide care, guidance and/or referral to the appropriate health care or community resource as prescribed by the Emergency Medical System (EMS) in San Bernardino County, to be provided by Client.

## 3. Joint Duties and Responsibilities of Client and Contractor

- 3.1 Primary Contact - The Parties will each designate a primary contact person to handle the operational details of the Scope of Services specified in this Agreement. The Parties will jointly develop an Implementation Plan for the commencement of services described in this Agreement. As part of the Implementation Plan, the Parties will mutually agree on a service launch date.
- 3.2 Sharing of Data - The Parties will jointly develop and share data and information, both qualitative and quantitative, as allowed by law, for the purpose of care coordination for the callers served by Contractor. CAD and LowCode will be shared as prescribed by the PSI interface. This access is for the purposes of QA and customer service reviews, aggregate survey data collection and report development (refer to 3.11) as conducted by REMSA and CONFIRE.
- 3.3 Notice of schedule change - notice schedule changes will be on or before the 15th of the month, allowing the change to occur on 1st of the following month. Should the 1st fall on day that is a holiday or service day that is incompatible with schedule change, parties will agree on the specified date.
- 3.4 Change management procedures will be mutually agreed upon by both parties. In particular, change to scheduling (see 2.4) or Resource Directory changes maybe unpredictable and unscheduled. Therefore, parties must agree that spontaneous change may be requested and managed appropriately.
- 3.5 Grievance Procedure is defined in the Operation Plan as described below and will be mutually agreed upon by parties.
- 3.6 Operational Plan - A mutually agreed upon operations plan (Attachment A) will detail the call flow and any and all local protocols requested by CONFIRE and/or REMSA. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.
- 3.7 Technology Plan - A mutually agreed upon technology plan (Attachment B) will detail technical interfaces and/or data flow between CONFIRE and REMSA equipment. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.

#### 4. Contractor Duties and Responsibilities

- 4.1 ECN Service Line - Contractor will provide a ten-digit telephone line, 24 hours- per-day, 7 days-per-week with specifically trained staff certified in the (IAED) Emergency Medical Dispatch (EMD) protocols, ECNS system protocols and, who understand or is certified in quality assurance systems and practices.
- 4.2. Credentials - The ECN Line will be staffed by specially trained registered nurses. Registered nurses will be licensed in Nevada and California and will maintain Emergency Medical Dispatch (EMD) certification and Emergency Communications Nurse System (ECNS) certification.
- 4.3 Protocols - CONFIRE will be transferring eligible callers via 911 or other telephone number to the ECNS Line, for the provision of applying the PSI protocol-driven algorithm certified by the International Academy of Emergency Dispatch.
- 4.4 Clinical Quality Improvement & Accreditation - Contractor will maintain a quality improvement program as required by the IAED's Accredited Center of Excellence (ACE) designation. Contractor will maintain industry-specific accreditation. Additional accreditations may be achieved as mutually agreed by the Parties. Both parties will agree on process and type of calls that are reviewed outside of the normal (random) call selection.
- 4.5 Service Area - for the purposes of this contract, the applicable service area is the locations of which calls are transferred to that originated at the CONFIRE Emergency Communications Center (ECC). The ECC services approximately 80% of the greater San Bernardino County geographical location and population.
- 4.6 Designated Phone Number - Contractor will provide a designated phone number for calls to be transferred to the ECN Line. Client agrees that this phone number can be a pre-existed phone line or extension. Optimally, the line used would be exclusive to CONFIRE transfers, which sets the ECN's preparation for a call from the SBC locale.
- 4.7 Eligible Callers - A caller that accesses 911 requesting medical services to a valid location within the CONFIRE serviced area. CONFIRE ECC staff apply EMO protocols, including Case Entry and Determinant Selection, in where the caller's acuity is identified as eligible for an ECN transfer. The transfer is conducted and answered by the on-duty ECN who will process the caller's information via an approved script and protocol. When the ECN successfully completes the ECNS protocol a recommended level of care is be provided to the caller.

#### 5. Client Duties, Responsibilities and Acknowledgements

- 5.1. Emergency Medical Conditions - Client acknowledges and agrees that once the can is received by Contractor, and any time a caller believes that emergency medical care is required, Contractor will immediately transfer the caller to the appropriate 9-1-1 public safety answering point according to protocols established by Client.
- 5.2. Eligible Callers - Eligible callers include those who have accessed 911 and are within the CONFIRE service area.

- 5.3. In-Network Referral List - The Parties will jointly develop a change procedure to update the lists containing in-network and SBC services.
- 5.4. Availability of Client's In-Network Services - Client is solely responsible for availability of in-network and SBC services following referral by the ECN.

**EXHIBIT B**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**COMPENSATION**

**A. Compensation**

\$93.00 per hour

Not to exceed the sum of \$1,135,809 annually.

**B. Payment**

a. Schedule

*Note: This provision will typically set forth a timetable for payment, including milestones that trigger payments.*

b. Process

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

**EXHIBIT C**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**GENERAL TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **PRODUCT.** Title to Product (other than software) will pass to CONFIRE upon delivery of equipment to CONFIRE. CONTRACTOR shall bear the responsibility for all risks of physical loss or damage to the Product until such Product is delivered to CONFIRE, except to the extent such damage is caused by CONFIRE. To retain the benefit of this clause, CONFIRE shall promptly notify CONTRACTOR of any loss or damage upon receipt of any or all items of Product and cooperate in the processing of any claims made by CONTRACTOR.
3. **TERMINATION.**
  - a. Without Cause by CONFIRE. CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) days after the day of mailing, whichever is sooner. The Agreement shall terminate without further obligation of CONFIRE as of that date, except that CONFIRE shall pay CONTRACTOR for all fees, charges and expenses earned up to the date of termination and CONFIRE shall return all hardware and software components which have not been fully paid for.
  - b. Without Cause by Contractor. Contractor may not terminate this Agreement without cause.
  - c.
  - d. With Cause by Contractor. Contractor may terminate this Agreement at any time if (i) CONFIRE fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to Contractor, CONFIRE cures such breach within fifteen (15) days after written notice of such failure by Contractor or (b) in other cases, CONFIRE cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, CONFIRE commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) CONFIRE's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination.
  - e. Upon termination, Contractor shall provide CONFIRE with all documents that are not considered confidential or proprietary

With Cause by CONFIRE. CONFIRE may terminate this Agreement at any time if (i) Contractor fails to comply with any material term or condition of this Agreement unless the Contractor cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Contractor commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Contractor's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect Contractor's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents. In the event the violating party has not satisfactorily remedied the violation at the end of the thirty (30) day cure period defined in section 23.2 above, the grieved party may either 1) request a written plan from the violating party which defines a specific course of action for correction of the violation, or 2) serve written notice upon the violating party of intent to terminate, and seek any and all legal remedies for breach of this Agreement. The grieved party reserves the sole and exclusive right to determine which course of action is selected.

#### 4. INDEMNIFICATION/DEFENSE/HOLD HARMLESS.

a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

1. arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants;

b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.

c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:

(1) If the Agreement is a contract for design professional services under Civ.

Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor; and

(2) If Contract is a construction contract with a public agency under Civ. Code, §2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.

d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 4.a, supra, of this Exhibit C.

5. **INSURANCE.** Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.

6. **CONFIDENTIALITY.** Contractor and Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process, but in no event shall do so any later than five (5) business days or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and



remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. Notwithstanding the above, the Contractor shall own the copyrights, trade secrets, patent rights and other proprietary rights and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. CONFIRE shall acquire no intellectual property ownership rights to the underlying software or documentation for the Services or the materials covered by the License ("Software or Documentation") as a result of such use, whether as author, joint author, or otherwise. CONFIRE understands and agrees that the Software and Documentation (including without limitation Application Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, IRDs and ATPs, the Scope of Services, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Contractor Proprietary Information") constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the vendor a competitive advantage. If any Contractor or Subcontractor Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, CONFIRE shall (i) provide to Contractor (and, if applicable the concerned subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other

disclosure thereof, (ii) provide to Contractor (and, if applicable the concerned subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Contractor or Subcontractor Proprietary Information. The obligations imposed in this Section shall survive the termination or rescission of this Agreement.

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

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

- 11. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 12. SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement.
- 13. ANTI-DISCRIMINATION.** It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, Contractor agrees to require like compliance by all its subcontractor(s).
- 14. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent,

other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. CONFIRE will be responsible for any related expenses it incurs in relation to any such audit.

- 15. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
  - a. Requesting that CONFIRE employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
  - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
- 16. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance, and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.
- 17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of

either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

**18. ASSIGNMENT AND SUCCESSORS.**

Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. An acquisition or merger of all or substantially all of the Contractor's assets shall not be considered an assignment hereunder. In such event upon the assumption of Contractor's obligations by an assignee, Contractor shall provide notice to CONFIRE. CONFIRE shall not assign this Agreement without the prior written consent of Contractor, which consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**19. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

**20. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

**21.**

**VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial CONFIRE in which CONFIRE's principal administrative office is located.

**22. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.

**23. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.

**24. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.

**25. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.

**26. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**27. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.

**28. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

- 29. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.
- 30. DEBARMENT.** Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.
- 31. FEDERAL AUDIT.** Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal grantor agency when funds are granted to CONFIRE to fund this contract, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.
- 32. APPLICABLE LAW.** Contractor shall apply with applicable law as a condition of this Agreement, including by way of illustration and not by limitation, all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- a. components or potential
- 33. PIGGYBACK CLAUSE.** For the term of the Agreement, Contractor agrees to contract on the same terms as set forth in this Exhibit C to this Agreement with interested agencies for the services set forth in this Agreement (a "Piggyback Contract"). Contractor shall require each of the interested agencies to indemnify, defend with counsel appointed by CONFIRE, and hold harmless CONFIRE for any losses that directly or indirectly arise out of or relate to its Piggyback Contract, and by entering into a

Piggyback Contract each of the interested agencies agrees to indemnify, defend with counsel appointed by CONFIRE, and hold harmless CONFIRE for any losses that directly or indirectly arise out of or relate to its Piggyback Contract. CONFIRE expressly disclaims any warranty, whether express or implied, with respect to any of the interested agencies authority to enter into a Piggyback Contract, the validity of this paragraph or Agreement, or otherwise, and by entering into a Piggyback Contract each of the interested agencies agrees that CONFIRE extends no warranty, whether express or implied, with respect to any of the interested agencies authority to enter into a Piggyback Contract, the validity of this paragraph or Agreement, or otherwise.

**34. Grant Specific Requirements**

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

**EXHIBIT D**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**INSURANCE**

Without in any way affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain at all times during the Agreement the following types of insurance with limits as shown:

1. **Workers' Compensation** – 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 Two Hundred Fifty Thousand Dollars (\$250,000) limits covering all persons including volunteers providing services on behalf of Contractor and all risks to such persons under this Agreement.
  
2. **Commercial/General Liability Insurance** – Contractor shall carry General Liability Insurance covering alloperations performed by or on behalf of Contractor providing coverage for bodily injury and property damage of 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. Personal injury
  - d. Contractual liability.
  - e. Two Million Dollars (\$2,000,000) general aggregate limit.
  
3. **Automobile Liability Insurance** – Primary insurance coverage shall be written on an ISO Business Auto coverage form for hired and non-owned automobiles or Symbol 8 (hired) and 9 (non-owned). 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 Contractor 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 Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  
4. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy, subject to the terms, conditions exclusions and other provisions of the insurance policy. The coverage shall also apply to automobile liability.
  
5. **Additional Insured** – All policies, except for the Workers' Compensation policies shall contain endorsements naming the member agencies of CONFIRE, CONFIRE, and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for CONFIRE to vicarious liability but shall allow coverage for CONFIRE 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 or its equivalent.

6. **Waiver of Subrogation Rights** – Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the member agencies of CONFIRE, CONFIRE, and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. Contractor hereby waives all rights of subrogation against CONFIRE.
7. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CONFIRE.
8. **Proof of Coverage** – Contractor shall furnish Certificates of Insurance to CONFIRE evidencing the insurance coverage, including endorsements, as required, at the time this Agreement is mutually executed, and Contractor shall maintain such insurance at all times during this Agreement. Within fifteen (15) days of the Effective Date, Contractor shall furnish a copy of the Certificate of Insurance for the applicable policies.
9. **Severability of Interests** – Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Contractor and CONFIRE or between CONFIRE and any other insured or additional insured under the policy.
10. **Acceptability of Insurance Carrier** – Unless otherwise approved by CONFIRE, 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”.
11. **Insurance Review** – CONFIRE is authorized, but not required, to reduce or waive any of the above insurance requirements whenever CONFIRE determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of CONFIRE. In addition, if CONFIRE determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, CONFIRE 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 CONFIRE, inflation, or any other item reasonably related to CONFIRE’s risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of CONFIRE 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 CONFIRE.

12. **Deductibles and Self-Insurance Retention** – Any and all deductibles or self-insured retentions in excess of Ten Thousand Dollars (\$10,000) shall be declared to and approved by CONFIRE.
13. **Failure to Procure Insurance** – All insurance required must be maintained in force at all times by Contractor. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for CONFIRE to give notice to immediately terminate the Agreement. Failure to reinstate said insurance

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within the ten (10) days’ of notice to do so shall be cause for termination and for forfeiture of this Agreement, and/or CONFIRE, at its discretion, may procure or renew

such insurance and pay any and all premiums in connection therewith, and all monies so paid by CONFIRE shall be repaid by Contractor to CONFIRE upon demand but only for the pro rata period of non-compliance.

- a. CONFIRE shall have no liability for any premiums charged for such coverage(s). The inclusion of CONFIRE as additional named insured is not intended to and shall not make a partner or joint venturer with Contractor in Contractor's operations.
- b. Contractor agrees to require all parties or subcontractors, or others it hires or contracts with to perform any portion of the Services under this Agreement to provide insurance covering such use with the same insurance policies and requirements for Contractor as set forth in this Agreement and naming CONFIRE as additional insured. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

**CONFIRE****STAFF REPORT****DATE: 10/21/2021****FROM: Art Andres, Communications Director****TO: Administrative Committee**

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**SUBJECT: Public Records Act – Policy 3.001**

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**RECOMMENDATION**

Adopt Administrative Policy 3.001- Public Access to CONFIRE Records.

**BACKGROUND**

Citizens have a right to access public records of CONFIRE as outlined in the California Public Records Act (PRA) and other state or federal laws. Multiple factors are considered while adhering to PRA requests including private health care information, laws permitting CONFIRE to withhold public disclosure and individual agency desire to communicate directly with the person or entity submitting the PRA.

Administrative Policy 3.001 defines the right of the public to access records, the Director's, or his/her designee, ability to release information according to the PRA and individual CONFIRE agencies ability to provide comment prior to release.



**CONSOLIDATED FIRE AGENCIES OF THE GREATER INLAND EMPIRE  
MANUAL OF ADMINISTRATIVE COMMITTEE POLICIES**

**POLICY:**                    **3.001**

**TITLE:**                    **Public Access to CONFIRE Records**

**ADOPTED:**                [\_\_\_\_\_]

**REVISED:**                [\_\_\_\_\_]

**Introduction**

The Administrative Committee recognizes the right of citizens to access public records of CONFIRE pursuant to provisions of the California Public Records Act and other state or federal laws. The Director, or his/her designee, is directed to permit access to the public records of CONFIRE, excepting those records that the law permits CONFIRE to withhold from public disclosure.

**Member Agency and Contracting Agency Records**

CONFIRE is a joint powers authority that provides dispatch, communications support, and other assistance (“Assistance”) to various entities including its Member Agencies and Contracting Agencies.

The Administrative Committee directs the Director, or his/her designee, to forward a copy of any request for records to the appropriate Member Agency or Contracting Agency for comment to CONFIRE or to provide an opportunity to the Member Agency or Contracting Agency to seek a Court Order preventing disclosure, and to tender notice of this action to the requestor.

**CONSOLIDATED FIRE AGENCIES OF THE GREATER INLAND EMPIRE  
MANUAL OF ADMINISTRATIVE COMMITTEE POLICIES**

**POLICY:** 3.001  
**TITLE:** Public Access to CONFIRE Records  
**ADOPTED:** [\_\_\_\_\_]   
**REVISED:** [\_\_\_\_\_]

**Introduction**

The Administrative Committee recognizes the right of citizens to access public records of CONFIRE pursuant to provisions of the California Public Records Act and other state or federal laws. The Director, or his/her designee, is directed to permit access to the public records of CONFIRE, excepting those records that the law permits CONFIRE to withhold from public disclosure.

**Member Agency and Contracting Agency Records**

CONFIRE is a joint powers authority that provides dispatch, communications support, and other assistance (“Assistance”) to various entities including its Member Agencies and Contracting Agencies. CONFIRE and its personnel act as the agent of each Member Agency and Contracting Agency receiving Assistance.

~~Records produced by CONFIRE and its personnel when acting as agent for a Member Agency or Contracting Agency are prepared, owned, used, or retained by the assisted Member Agency or Contracting Agency, and not by CONFIRE. Except as required by law, such records shall not be disclosed to members of the public without the prior consent of the affected Member Agency (or affected Contracting Agency or Agencies) that owns the records. This specifically includes, but is not limited to, CONFIRE performance data.~~

The Administrative Committee directs the Director, or his/her designee, to forward a copy of any request for records prepared, owned, used, or retained by a Member Agency or Contracting Agency to that the appropriate Member Agency or Contracting Agency for processing comment to CONFIRE or to provide an opportunity to the Member Agency or Contracting Agency to seek a Court Order preventing disclosure, and to tender notice of this action to the requestor.



San Bernardino Council of Governments

# MEDIA RELEASE

Contact: Tim Watkins, SBCTA (SBCOG)  
Chief, Legislative & Public Affairs  
909.884.8276 | Office  
[twatkins@gosbcta.com](mailto:twatkins@gosbcta.com)

Art Andres, CONFIRE JPA  
Director  
909.356.2377 | Office  
[aandres@confire.org](mailto:aandres@confire.org)

## Updated 9-1-1 service improves response times, frees up emergency crews

9-1-1 service throughout San Bernardino County has been significantly enhanced with a new, more efficient process for handling incoming calls to determine the appropriate level of service.

CONFIRE is partnering with the San Bernardino County Council of Governments (SBCOG) and emergency agencies across the county to implement an Emergency Communication Nurse System™ (ECNS) Plan called *Right Care, Right Time*, helping to ensure that residents receive the right care at the right time in the right place.

*Right Care, Right Time* addresses overuse of the 9-1-1 System which creates the domino effect of impacting Emergency Room overcrowding and the domino effect of having ambulances waiting to transfer patient care to Emergency Room staff. The service also frees up ambulances and fire crews for situations that require their urgent attention.

“Public safety agencies have done a fantastic job teaching the public to call 9-1-1 when there is an emergency. What we have not done a very good job of is teaching everyone what is a true emergency. We are now able to use evidence-based protocols to safely determine the appropriate level of care,” said Art Andres, CONFIRE Director. “Not every 9-1-1 call should have fire department paramedics on a fire engine and an ambulance going with lights/sirens. ECNS allows trained nurses to recommend the *Right Care, Right Now*. Once a 9-1-1 call is determined to be lower acuity, nurses spend time with the caller to determine the appropriate level of care and facilitate the location to receive care based on a directory of resources.”

*Right Care Right Time* was launched in December 2020 and is currently provided to those who call for an ambulance within the CONFIRE service area, including Colton, Loma Linda, Apple Valley, Rancho Cucamonga, Redlands, Chino Valley, Rialto, San Bernardino County, Big Bear, Montclair, San Manuel, Running Springs and Victorville.

Once a 9-1-1 call comes into the dispatch center, it is given a code. Any call requiring an emergency response will be processed as such. Non-Emergency calls routed to the system will go through a series of questions, and will be given a recommended level of care. If transportation is necessary, ambulance alternatives are then determined.

- more -



**cog**

San Bernardino  
Council of Governments

“ECNS is a bold step forward in improving 9-1-1 service and response times in the nation’s largest geographic county and one of California’s fastest-growing population centers. This builds on the tremendous work our emergency personnel are already known for, and is one more example of why our County has become such a desirable destination for residents and businesses,” said Curt Hagman, Chairman of the County Board of Supervisors and President of the SBCOG Board.

CONFIRE gets about 19,000 9-1-1 calls a month. Of those, 18-20% are low acuity and can be diverted to the ECNS nurses. Currently, *Right Care, Right Time* being in its infancy, has limited capacity to divert as many calls as could be. Currently about 45 calls per day are eligible to be diverted to a Registered Nurse in the CONFIRE dispatch system, but due to staffing and fund availability, *Right Care, Right Time* is unable to capture all the calls. However, as the program grows and ultimately finds a dedicated funding source, the goal is to address all eligible calls.

For more information, please visit: <https://www.gosbcta.com/ecns>

###

Local agency partners are available for direct contact.

Tracey Martinez	San Bernardino County Fire Protection District	TMartinez@SBCFire.org	(909)387- 5950
Lesley Copeland	Town of Yucca Valley	LCopeland@yucca-valley.org	(760) 369- 7209 x226
Jennifer Camacho- Curtis	City of Rancho Cucamonga	Jennifer.Camacho- Curtis@cityofrc.us	(909) 774- 2048
Sue Jones	City of Victorville	sjones@victorvilleca.gov	(760) 955- 5028
Meagan McLees	City of Upland	mmclees@ci.upland.ca.us	(909) 931- 4106

# RIGHT CARE RIGHT TIME

EVERY SECOND COUNTS

In 2019, CONFIRE, and San Bernardino Council of Governments (SBCOG) implemented a successful pilot program to serve our community called the Emergency Communication Nurse System (ECNS). ECNS is an innovative program by which dispatch operators work alongside trained Registered Nurses stationed in the County's 9-1-1 call center network to quickly assess the level of response required for medical calls.

Through this program, 9-1-1 dispatchers determine if a traditional response (fire, ambulance, police) is required, or if the caller can be routed to a trained Registered Nurse at the County's 9-1-1 call center. ECNS provides callers with non-life-threatening conditions with services such as local urgent care, all while preserving fire, ambulance, and police assistance for emergencies.

CONFIRE and SBCOG are partnering with jurisdictions throughout San Bernardino County to inform and educate the public about the program and its benefits.

The enclosed toolkit provides each jurisdiction with the tools to share details about the program with their unique constituencies. The toolkit includes:

- Instruction Booklet with how to use each tool in the toolkit
- Project Branding Guide with logos and taglines
- Collateral including a Fact Sheet, FAQ, and Website copy (English and Spanish)
- Social media Posts and Graphics for Facebook, Twitter, and Instagram (English and Spanish)
- Sample Utility Bill Insert (English and Spanish)
- PowerPoint presentation for use with elected officials and local organizations/service clubs (English and Spanish)
- Short Video for use on website and/or social media platforms
- Press release for local publications (English and Spanish)
- :15 and :30 second radio spots for use on local radio such as PSAs (English and Spanish)
- Newspaper ads for local newspapers and jurisdiction/organization newsletters (English and Spanish)
- Bus ads for local transportation within the jurisdiction (English and Spanish)

For more information about the ECNS program, or the toolkit, please contact me at [mreza-arellano@gosbcta.com](mailto:mreza-arellano@gosbcta.com) or (909) 884-8276. We look forward to working with you on this project.

Sincerely,



Monique Reza-Arellano  
Council of Governments and Equity Programs Manager  
San Bernardino Council of Governments



**EMERGENCY COMMUNICATION  
NURSE SYSTEM**  
**Identity Standards Manual**





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To maintain and strengthen the desired perception of the Emergency Communication Nurse System (ECNS) brand, the Identity Standards Manual should be utilized. The guidelines represent an opportunity to establish and extend equity for the Emergency Communication Nurse System brand, ensuring that consistent messages are delivered. Communications created based on these guidelines will help ensure that a professional and positive image is conveyed to the public.

This manual is intended for use as a handy reference to help you incorporate identity elements as you create and reproduce ECNS-branded materials. It provides simple guidelines for logo, color and typography. These standards apply to all visual representations of ECNS, including print collateral, electronic communications, and websites. The ECNS logo must be prominent in all public communications.

Primary Logo:



Clear Space:



Minimum Size:



### Logo

The logo shown at left is the foundation of the ECNS identity system. To reproduce the logo, approved artwork files must be used. The ECNS logo is a piece of artwork—not a font. It should never be hand-typeset.

### Clear Space

The ECNS logo must be surrounded by a clear space of at least the height of “RIGHT” to ensure maximum recognition. The clear space is measured from the top, right, left, and bottom-most points of the logo.

When a color background is used, choose a background that allows sufficient contrast (less than 40% gray or equivalent).

### Minimum Size

The minimum allowable reproduction width for the ECNS logo is 1.5 inches wide. The slogan is not readable at a smaller size.



center logos horizontally



.25" .25"



center logos vertically



.125"  
.125"



### Co-Branding— City/Jurisdiction Logo Placement

When possible, the official ECNS logo is placed on the left; it may NOT be altered by proportions, colors, tagline or special effects. A 1 pt. line should be used to separate the two logos. For horizontal placement, this line should be the same height as the ECNS logo. In a vertical placement, the line should be the width of the ECNS slogan (Every Second Counts).

The ECNS logo and City logo may also be stacked vertically if this is more appropriate for the layout space available.

All logos SHOULD be center-aligned along the vertical and horizontal axes. Guide lines are recommended to ensure equal visual weight.

All logos SHOULD maintain an adequate clear space of .25 inches in between any horizontal placement and .125 inches in between any vertical placement. Make sure any other graphics in the layout are not too close to the set of logos.

Primary Logo: Full Color



Dark blue - PMS Reflex Blue C  
Red - PMS 7597 C  
Blue - PMS 660 C  
Gray - 15% Black

Primary Logo: Black and White



Black

Primary Logo: 1-Color reversed



### Positive Reproduction

For all applications, the primary logo must be used in color as specified.

A one-color, black version of the logo is available for use in situations that print in black and white. This version should only be used when the logo must appear in black and white such as newspapers.

### Reverse Reproduction

When reproducing the ECNS logo on a background color, the preferred application is to place the logo on one of the identity colors (see page 7). The logo should be reversed out to white on the darker colors in the palette.

**Do Not** tilt or transform the logo in any way.



**Do Not** reproduce the logo in colors other than those specified on page 4.



**Do Not** reorganize any elements of the logo.



**Do Not** apply a drop shadow.



**Do Not** reproduce the logo at a width smaller than indicated on page 3.



**Do Not** enclose the identity within boxes or shapes defined by white or any other background color, in effect creating a new lock-up.



**Do Not** add any modifiers to the logo except the approved lock-ups.



**Do Not** alter the composition of the logo.



**Do Not** set the logo on a competitive background that will detract from its readability.



### Incorrect Usage

The ECNS logo is the visual expression of the program to the outside world. No other configuration or any variation on the logo is permitted under any circumstances. Examples of such variations are demonstrated to the left. These examples are meant to be representative and do not encompass all possible cases. To ensure proper application of the logo, use only the supplied artwork. Artwork may be enlarged or reduced proportionately to satisfy design requirements; however, it may in no other way be altered.

Proxima Nova Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

Proxima Nova Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

Arial Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

Arial Italic

*ABCDEFGHIJKLMNOPQRSTUVWXYZ*  
*abcdefghijklmnopqrstuvwxyz*  
*1234567890*

Proxima Nova Extrabold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

Arial Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

Arial Bold Italic

***ABCDEFGHIJKLMNOPQRSTUVWXYZ***  
***abcdefghijklmnopqrstuvwxyz***  
***1234567890***

## Typography

### Logo Font

Proxima Nova is the typeface used in the logo. If available, it should be used in ECNS collateral.

### System Fonts

System fonts should be used in electronic and web-based applications, and where the logo font is not available.

Titles/Body Copy:  
Arial/Helvetica

**Color Palette**

<b>Dark Blue</b> CMYK 100/93/14/12 RGB 0/22/137 PMS Reflex Blue C #001689	<b>Blue</b> CMYK 76/47/0/0 RGB 61/125/202 PMS 660 C #3d7dca
<b>Red</b> CMYK 10/89/100/2 RGB 214/65/35 PMS 7597 C #d64123	<b>Gray</b> CMYK 0/0/0/15 RGB 220/221/222 PMS Cool Gray 1 C #dcdde

**Color Palette**

The logo colors should be used for typography and solid areas where appropriate.

**CONFIRE****STAFF REPORT****DATE: 10/14/2021****FROM: Art Andres, Communications Director****TO: Administrative Committee**

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**SUBJECT: PROPOSED VALLEY COMMUNICATIONS CENTER**

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The Valley Communications Center (VCC) was discussed at the November 2020 Administrative Committee planning meeting where Chief Park and Chief Munsey were designated as a sub-committee to work with the CONFIRE Director. On June 22, 2021, the San Bernardino County Board of Supervisors awarded a contract to Griffin Structures Inc. for preconstruction and construction management for the VCC project. The site location selection process has been completed and costs associated with construction have been allocated by the Board. Preconstruction meetings have begun to determine space needs as well as common space required for all stakeholders. Construction is expected to be completed in 2025.

CONFIRE currently has 4 lease agreements with the County for the locations occupied in Rialto and Hesperia totaling **\$193,527** annually for 6,940 sq ft of space as well as 2 separate rack space agreements (Exhibit A). Real Estate Services Department has provided CONFIRE with a proposed calculation of \$37,246/monthly for 16,408 sq ft of space, including common space for the VCC (Exhibit B). The \$446,952 annual total is excluding rack space which would be approximately \$35,509. The proposal includes maintaining the Desert Dispatch Center in the High Desert Government Center which would bring the total cost to maintain the current CONFIRE operations to **\$582,775** (Exhibit C). The proposal for VCC includes CONFIRE dispatch, MIS, Administration, and access to common space (Exhibit D).

The sub-committee considered the significant increase in proposed annual operating expenses and determined four possible options moving forward:

- Remain actively engaged with the VCC project with the anticipation of moving Valley Dispatch Center operations (Rialto) to VCC in 2025 and assume the increase in cost associated with the new lease agreement.
- Purchase property or an existing building and develop a new CONFIRE communications center to operate independent of the VCC.
- Purchase current location in Rialto and expand Valley Dispatch Center once County staff transition to VCC. Once the VCC is completed, the County plans to sell the current property.
- Pursue lease agreement with a member agency to co-locate Valley Dispatch Center.

There are two possible options to reduce the cost of the lease agreement for the VCC.

- Proposed lease agreement for the VCC includes CONFIRE admin and MIS (5,112 sq ft). MIS and admin could be located off site but unless space was donated, there would still be a cost associated with occupying the space.
  - 5,112 less lease space at VCC would save \$139,248 annually.
- Close the Desert Dispatch Center in Hesperia and combine centers at the VCC.
  - Hesperia office and rack space lease savings would be \$99,734.

*The combine savings would be \$238,982 and the new VCC lease would total \$243,479 annually assuming MIS and Admin space could be found at no cost.*

CONFIRE is a legal JPA and can own assets in addition to assuming debt. Currently, fund 5010 has \$2,000,000 designated for capital improvement projects specific for a new dispatch center. Initial cost analysis compares current costs with VCC and considers alternative of a new building assuming \$5,000,000 of debt for 30-year loan at 3.66% interest:

**CURRENT AGREEMENTS**

**\$16,792/month      \$201,503/year**

**VALLEY COMMUNICATIONS CENTER (proposed)- Assumes Desert Dispatch Center remains operational**

**\$48,565/month      \$582,775/year**

**NEW LOCATION/BUILDING \***

- Loan payment    \$22,904/month
- Property Tax    \$4,050/month
- Direct Costs    \$8,320/month (custodial, maintenance, utilities, etc.)

**\$35,274/month      \$423,288/year**

*\* Assumptions: property paid for through CIP, 8,000 sq ft of space, and \$700/sq ft for tenant improvements.*

EXHIBIT "A"

**CURRENT CONFIRE LEASE COSTS**

Location	Description	Square Footage	Billed Monthly	Billed Annually	Total Annual Cost	Notes
1743 Miro Way, Rialto	Dispatch/Admin	3,500	4,808.66		57,703.92	RES 3.5% increase per yr on 09/01; contract expires 08/31/25
1743 Miro Way, Rialto	2 IT trailer rentals	880		8,556.89	8,556.89	Williams Scotsman-fixed amount exp 12/2021
1743 Miro Way, Rialto	Rack space	4 Racks		35,509.00	35,509.00	RES 3.5 % increase per yr. on 06/12; contract expires 06/11/23
		<b>Rialto Cost:</b>	<b>\$ 4,808.66</b>	<b>\$ 44,065.89</b>	<b>\$ 101,769.81</b>	
15900 Smoke Tree, Hesperia	Dispatch/Admin	3,441	6,930.00		83,160.00	RES 3.5 % increase per yr. on 05/01; contract expires on 04/30/29
15900 Smoke Tree, Hesperia	Rack Space	2 Racks		16,574.00	16,574.00	RE Services 3.5% increase per yr on 07/01; contract expires on 06/30/25
		<b>HDGC Cost:</b>	<b>\$ 6,930.00</b>	<b>\$ 16,574.00</b>	<b>\$ 99,734.00</b>	
		<b>TOTAL COST:</b>	<b>\$ 11,738.66</b>	<b>\$ 60,639.89</b>	<b>\$ 201,503.81</b>	

**\$ 16,791.98 per month**

Combine sq ft 7,821

Item 9.



Valley Communication Center  
Confire  
Calculation of Monthly/sq. ft. Cost

The estimates of costs for the Valley Communication Center are based upon the data for COWCAP and Direct Billing Costs as presented by the Auditor/Controller/Treasurer in their annual calculations and the Direct Billing Costs used to calculate the Facility Charges for Confire's occupancy at the High Desert Government Center.

**COWCAP Cost Allocation (High Desert Government Center)**

FY 2021-22 ÷ Square Feet = Annual COWCAP/sq. ft.

$$\$151,623 \div 10,253.66 = \$14.78$$

$$\$14.78 \div 12 \text{ months} = \mathbf{1.23/sq. ft./month^*}$$

Direct Bill Costs/sq. ft. (Note a 4% COLA was applied for the two years from 2019-2021)

Custodial + Grounds Maintenance + Maintenance + Utilities = Total Direct Costs

$$\$2.27 + \$0.42 + \$3.23 + \$6.53 = \$12.45$$

$$\$12.45 \div 12 \text{ months} = \mathbf{\$1.04/sq. ft./month^*}$$

$$*\$1.23 + \$1.04 = \mathbf{\$2.27/sq. ft./month}$$
 (Present rate)

**Rent Calculation**

Proposed sq. ft. Occupancy	x	Rate/sq. ft. (Includes COWCAP & Direct Bill Costs)	=	Rent
<b>16,408</b>	x	<b>\$2.27</b>	=	<b>\$37,246</b>

**CONFIRE  
Site Cost Analysis**

Occupied / Vacated Space	Monthly Cost	Annual Cost	Total
Rialto-Office Space Lease	\$ 4,808.66	\$ 57,704.00	\$ 57,704.00
Rialto-Rack Space License		\$ 35,509.00	\$ 35,509.00
Hesperia-Office Space Lease*	\$ 6,930.00	\$ 83,160.00	\$ 83,160.00
Hesperia-Rack Space Lease		\$ 17,154.00	\$ 17,154.00
*Includes Maintenance, Ground Maintenance, Utilities and Janitorial Costs		<b>Total of Current Occupied Space Cost</b>	<b>\$ 193,527.00</b>
Pending-Lease, Valley Communication Center (VCC)-Office Space	\$ 37,246.00	\$ 446,952.00	\$ 446,952.00
Pending-VCC-Rack Space License	(Pending quantity of racks, antennas and type of antennas)		Pending
		<b>Total of Current and Pending Space</b>	<b>\$ 640,479.00</b>
VACATE-Rialto-Office Space	\$ (4,808.66)	\$ (57,704.00)	\$ (57,704.00)
VACATE-Rialto-Rack Space		\$ (35,509.00)	\$ (35,509.00)
		<b>Total of Forecasted Occupied Space</b>	<b>\$ 547,266.00</b>

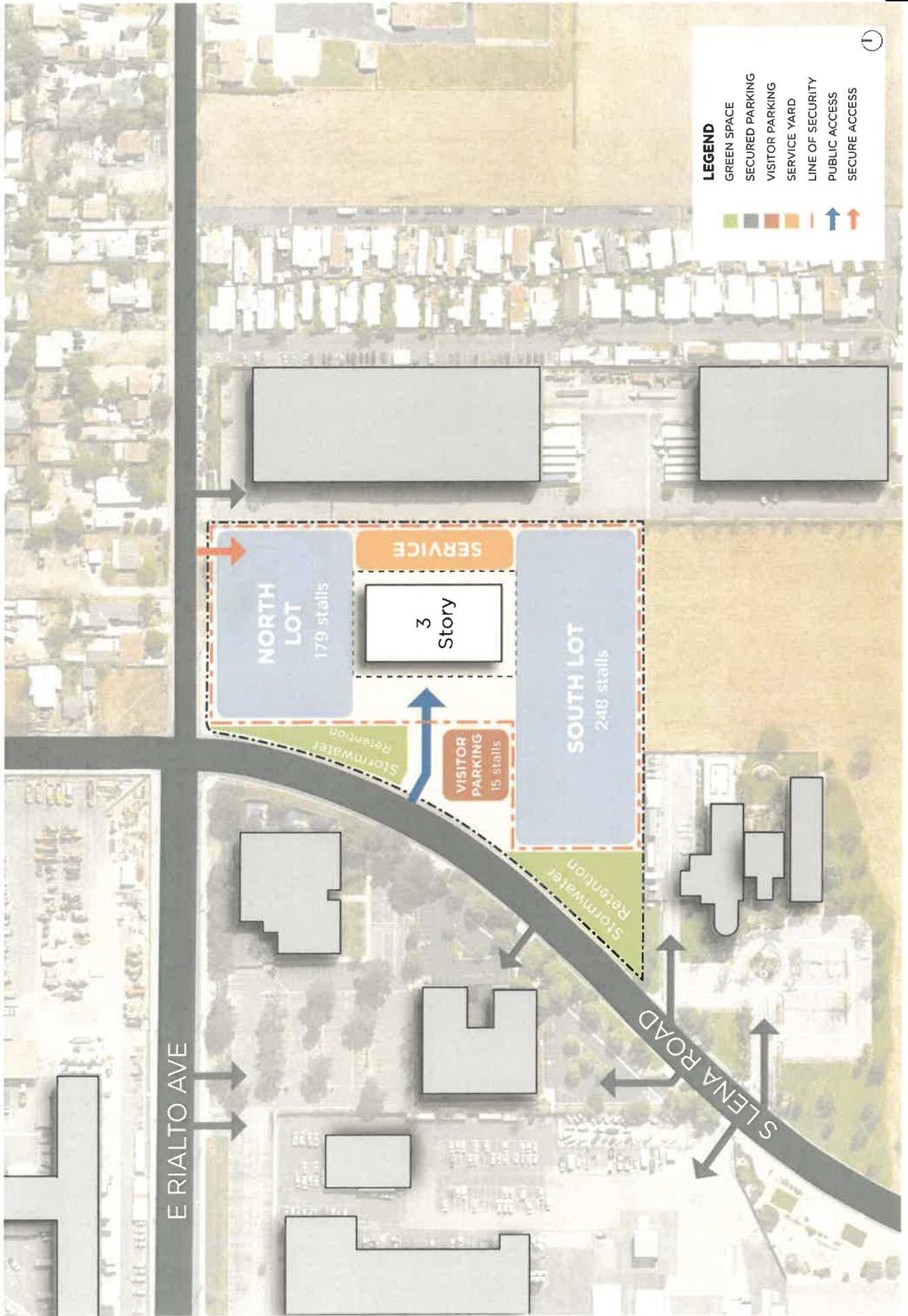
DRAFT FOR REVIEW ONLY  
 County of San Bernardino Valley Comm Ctr  
 CONFIRE Breakout Conceptual Cost

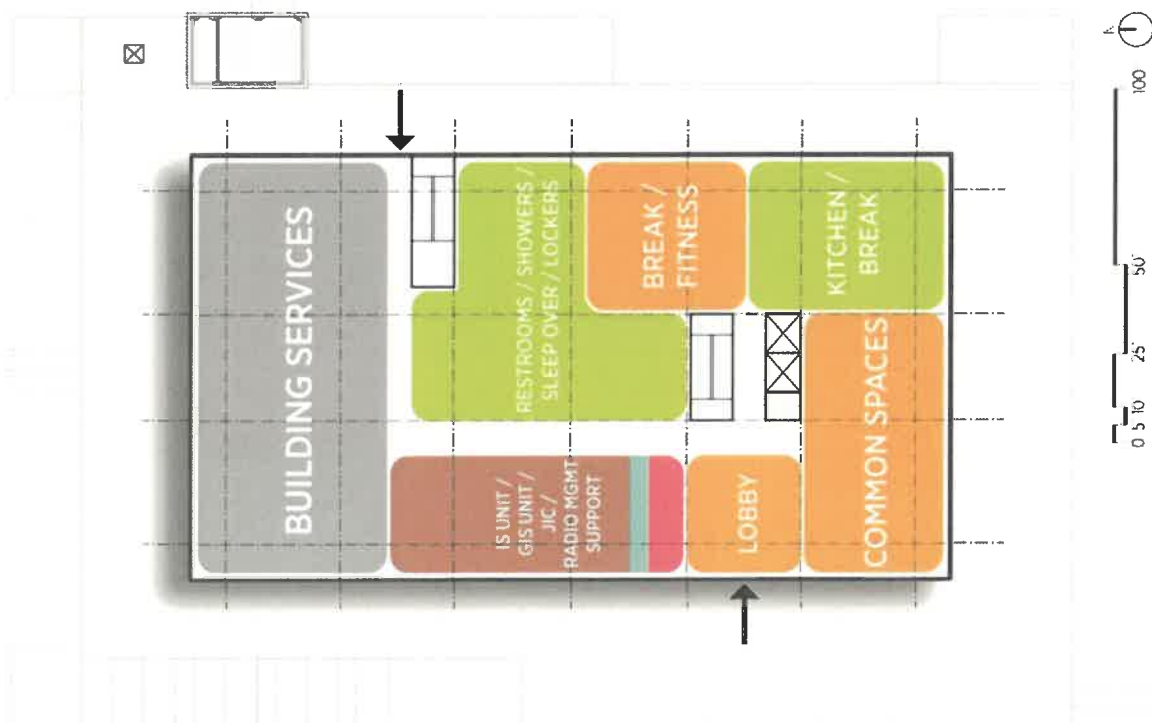
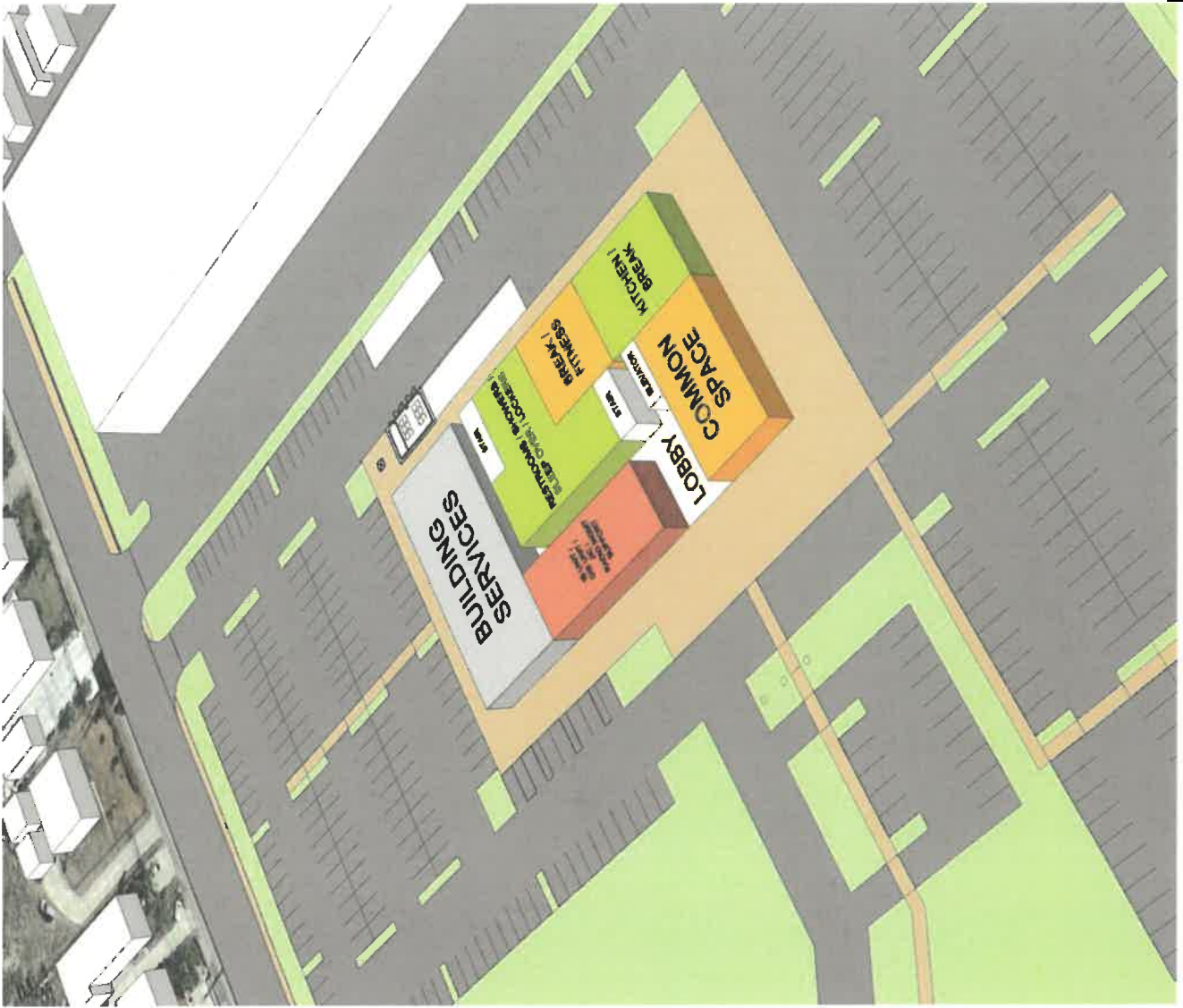
Item 9.

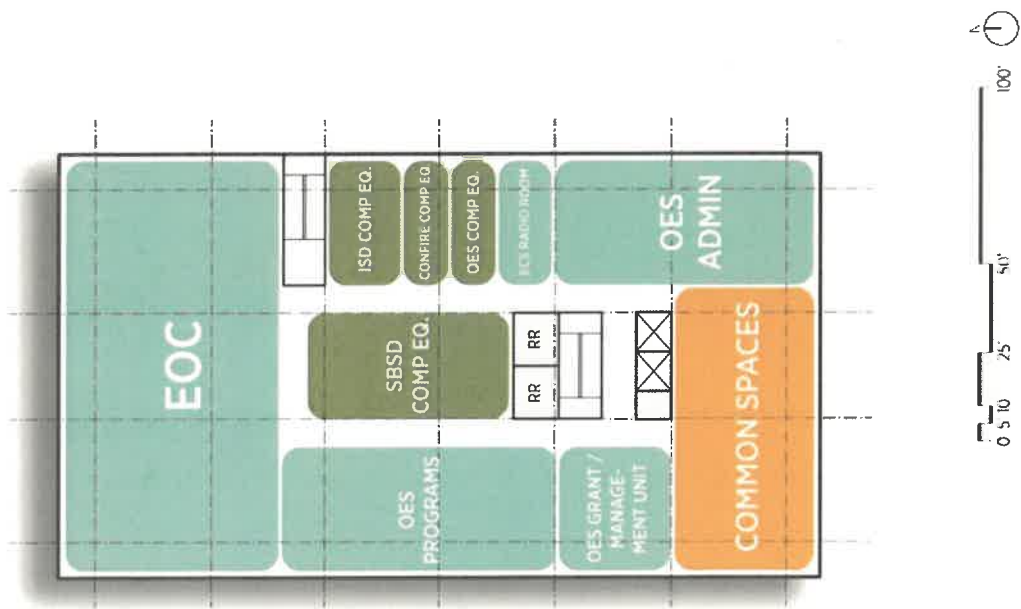
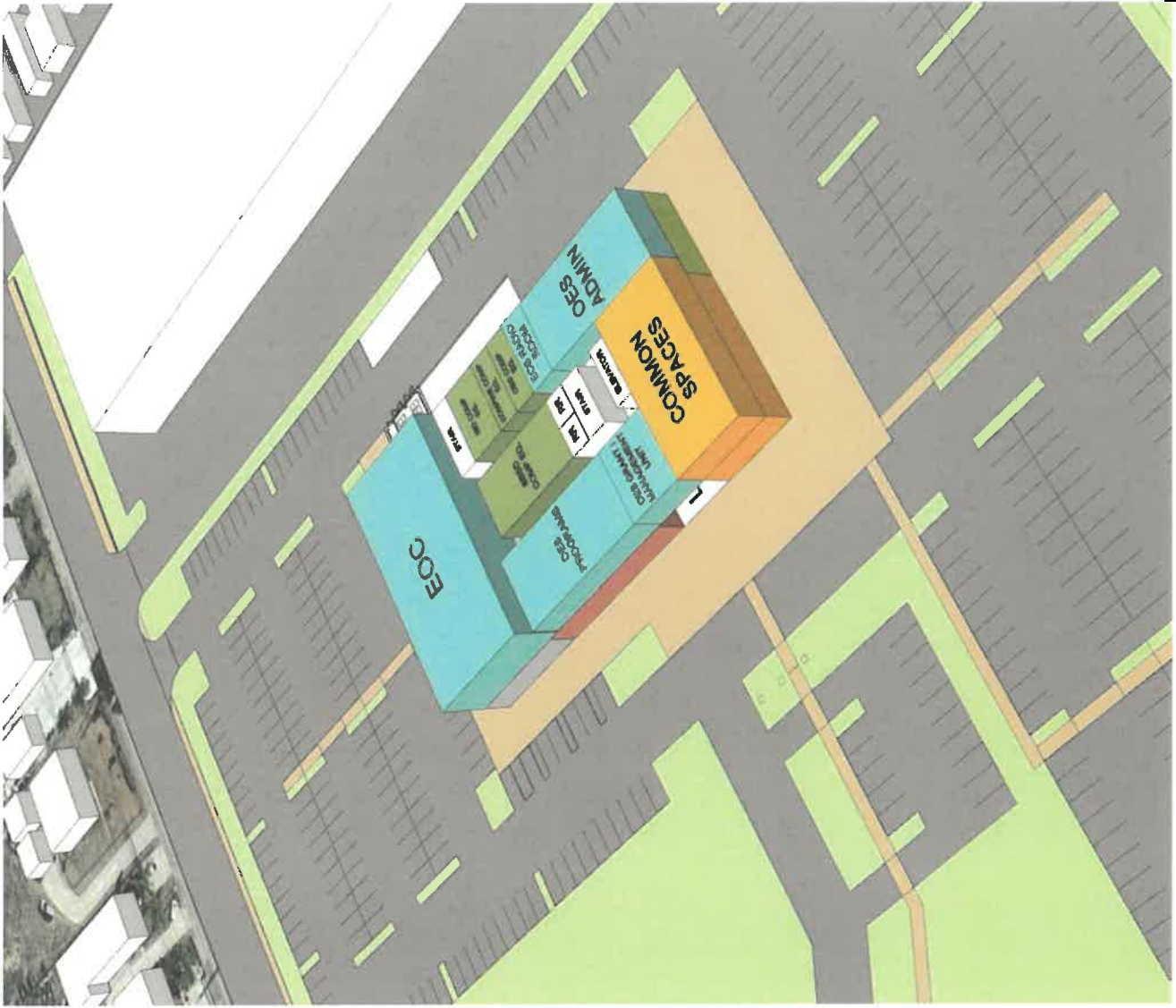
CONFIRE Areas	Program SF	Net Circulation (Varies)	Net SF	Gross Circulation 12.5%	Gross SF
<b>Administration</b>					
CONFIRE Administration	1,755	incl	1,755	219	1,974
Information Services Unit	1,635	incl	1,635	204	1,839
GIS Unit	880	incl	880	110	990
Application Support Staff	0	incl	0	0	0
ICEMA Administrative	275	incl	275	34	309
<b>Emergency Communication Center</b>					
Dispatch Floor					
CONFIRE / ICEMA Radio Dispatch / Call Intake Consoles	2,800	840	3,640	455	4,095
CONFIRE / ICEMA Supervisor Consoles	240	72	312	39	351
Administration Space					
CONFIRE Dispatch Manager	150	38	188	23	211
CONFIRE Supervisor Office	120	30	150	19	169
CONFIRE Command & Control Officer	120	30	150	19	169
CONFIRE Asst. Dispatch Manager	360	90	450	56	506
Live Training Room / Desert Comm Backup					
CONFIRE Dispatch Training Consoles / ROSS	480	144	624	78	702
ECC Support Space (Pro-Rata of 1,775 SF)	586	incl	586	73	659
<b>ECC / EOC Shared Support Spaces (Pro-Rata of 5,759 SF)</b>	<b>910</b>	<b>incl</b>	<b>910</b>	<b>114</b>	<b>1,024</b>
<b>Common Space (Pro-Rata of 8,171 SF)</b>	<b>1,492</b>	<b>incl</b>	<b>1,492</b>	<b>186</b>	<b>1,678</b>
<b>Computer Equipment - CONFIRE</b>	<b>486</b>	<b>incl</b>	<b>486</b>	<b>61</b>	<b>547</b>
<b>Building Services (Pro-Rata of 5,766 SF)</b>	<b>1,053</b>	<b>incl</b>	<b>1,053</b>	<b>132</b>	<b>1,184</b>
	<b>13,341</b>	<b>1,244</b>	<b>14,584</b>	<b>1,823</b>	<b>16,408</b>

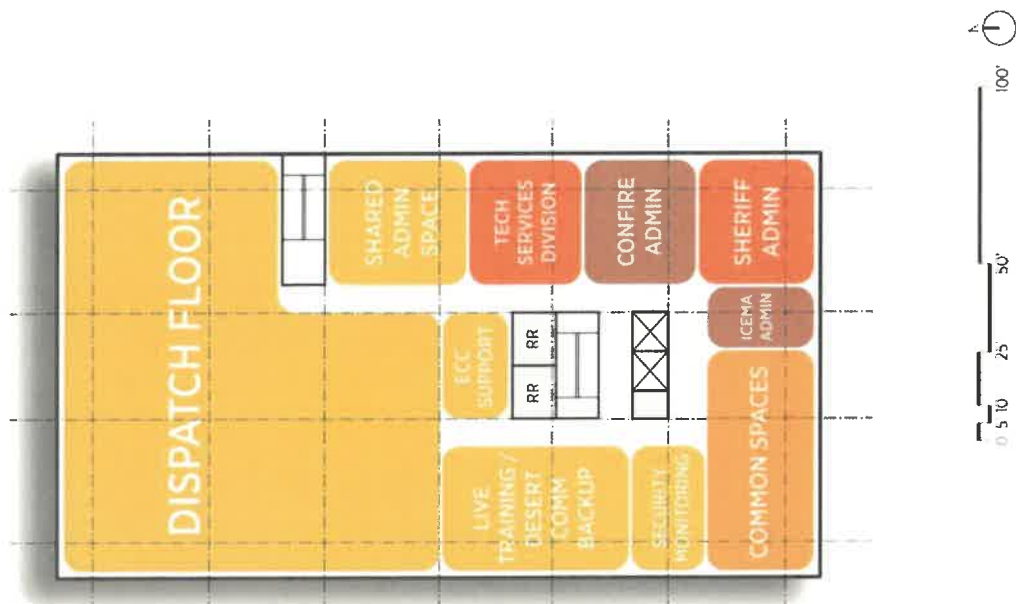
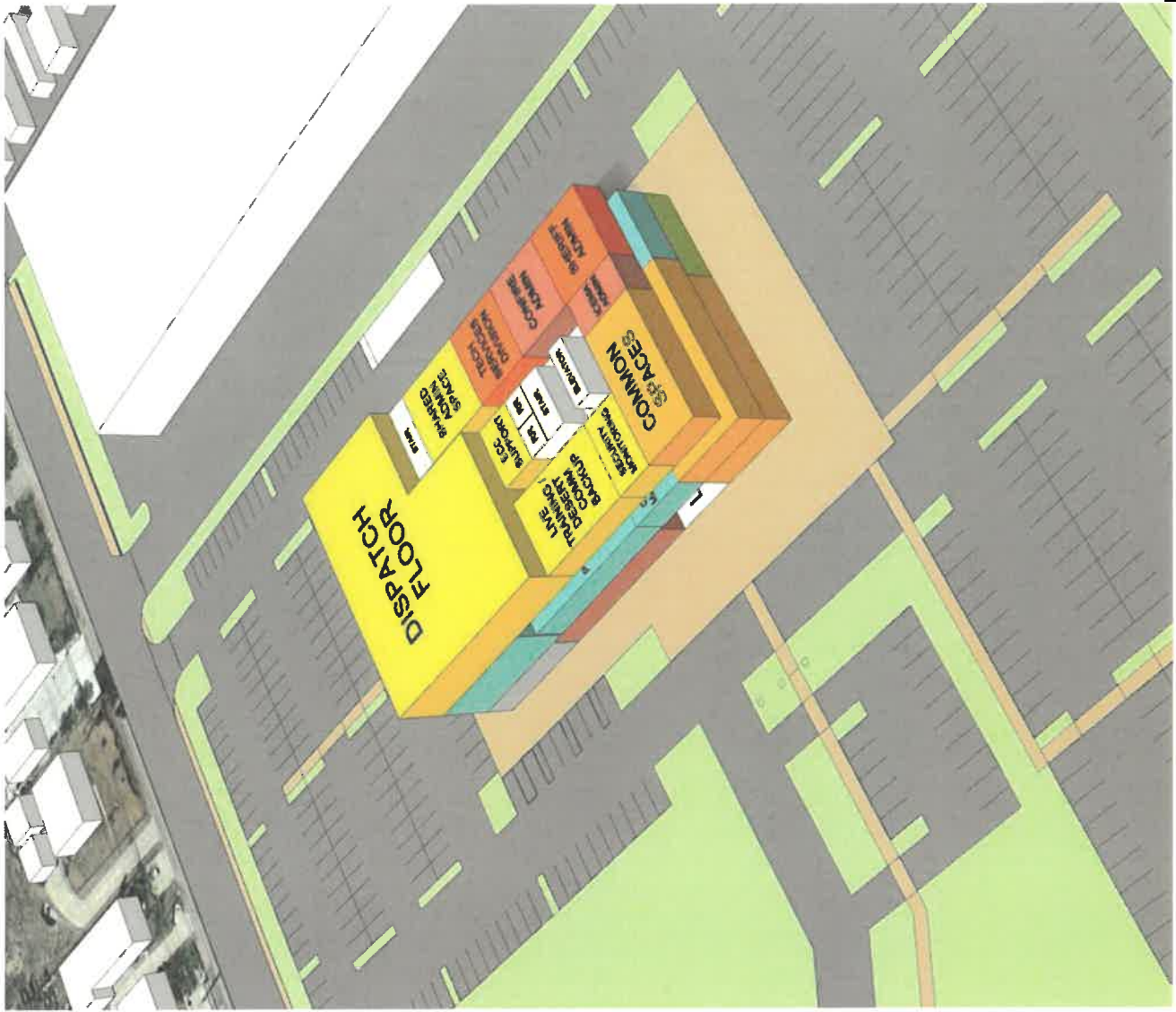
Confire Allocation @ \$1,190 / GSF \$19,526,917

Percentage of Bldg 22%










**CONFIRE**

## STAFF REPORT

**DATE: 10/26/2021**

**FROM: Art Andres, Director**

**TO: CONFIRE Administrative Committee**

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**SUBJECT: FY2020-21 UNAUDITED FUND BALANCE**

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### RECOMMENDATION

The current unaudited fund balance is \$2,350,422. Approve the submission to the Board of Directors the proposed unaudited fund balance allocation plan for FY 2020-21 as listed below:

1. Operating Fund (5008)
  - a. Hold the available unaudited fund balance of \$1,278,609, per Board policy to retain 10% of the Operating Budget cost (\$1,157,071). In addition, hold \$121,538 for increased expenses in Services/Supplies (i.e. Insurance, Auditing, Software).
  - b. Transfer \$1,000,000 to General Reserve Fund (5010) for additional CIP funding.
  - c. Transfer \$71,813 to Term Benefits Reserve (5011) to fund liability of CONFIRE employee leave accruals.
2. Equipment Fund (5009)
 

Retain the current unaudited fund balance \$2,104,323 for the use to procure information technology equipment, software, and/or services for CONFIRE and Agencies.
3. General Reserve Fund (5010)
  - a. Retain the remaining unaudited fund balance of \$6,337,376 for the following needs:
    - i. Per Board policy to retain 25% of the Operating Budget (5008) cost in the amount of \$2,892,679.
    - ii. EMD Optimization (ECNS) Project = \$250,000
    - iii. \$2,000,000 currently reserved for CIP funding
4. Term Benefits Reserve (5011)
  - a. Retain the current unaudited fund balance of \$1,340,998 in for the following:
    - i. Per Board policy maintain the unaudited Compensated Absences in the amount of \$546,278 as of June 30, 2021.



- ii. Leave remaining balance of \$794,720 from unfunded liability of pensions (\$394,989) and accrued interest and annual premium (\$399,731) received from Contracted Agencies

**BACKGROUND**

The FY 2020-21 unaudited fiscal records indicates that CONFIRE ended the fiscal year with an unassigned fund balance of \$1,278,609 in revenue over expenditures. Savings are primary from the potential increases of the anticipation of the Memorandum of Understanding (MOU) for the Emergency Services Unit (ESU) and salary savings.

The remaining balance in General Reserves (5010) is a carryover from budget projects that had not been completed in FY2020/21 and includes reserve funds for the Department's CIP project.

The additional funds in the Term Benefit Reserve Fund (5011) are a result of assessing contract agencies a contract fee that is intended to bolster this fund for potential future pension liability issues.

Each fund balance amount is unaudited and are subject to change once the yearly audit is complete and the FY 2020-21 Financial Report has been published.