



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JUNE 22, 2021 – 1:30 PM

ZOOM

AGENDA

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public’s health and well-being are the top priority for the Administrative Committee of CONFIRE and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Committee will be available by web-based virtual meeting (Zoom). Details for participation in the meeting are below:

Join Zoom Meeting

<https://confire.zoom.us/j/91370428346?pwd=d3ZlVkJkZ2UkNmB0dDNk1MRElyTGvQQT09>

Meeting ID: 913 7042 8346

Passcode: 837309

One tap mobile

+16699009128,,91370428346# US (San Jose)

+12532158782,,91370428346# US (Tacoma)

Meeting ID: 913 7042 8346

Find your local number: <https://confire.zoom.us/u/acW4OHjfH>

Note: The meeting is being held solely by electronic means and will be made accessible to members of the public seeking to attend and to address the Committee solely through the link set forth above, except that members of the public seeking to attend and to address the Committee who required reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least twenty-four (24) hours in advance of a regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

Liz Berry

1743 Miro Way, Rialto, CA 92376

909-356-2302
lberry@confire.org

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

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT ITEMS

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

- [1.](#) Administrative Committee Meeting Minutes 5.25.21
- [2.](#) Financial Statements as of May 31, 2021
- [3.](#) PSAP Answer Time YTD 2021
- [4.](#) Call Summary YTD 2021
- [5.](#) Mat Fratus Consulting Agreement
- [6.](#) EMK Consultants Agreement
- [7.](#) Jon Purcell Consulting Agreement - IEPSOP
- [8.](#) AMR IE PSOP MOU and CAD to CAD Service Agreement

DIRECTOR REPORT

- a. Call Processing
-Auto Dispatch Delta/Echo call types (June 7, 2021)

- Quick Launch (June 7, 2021)
- b. ECNS Public Outreach
 - SB COG Funding
 - Community Vital Signs Steering Committee (June 21, 2021)
 - SB County Police Chiefs (July 8, 2021)
- c. Valley Communications Center

COMMITTEE REPORTS

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

OLD BUSINESS

- 9. Administrative Committee Policies - **ACTION ITEM**

NEW BUSINESS

- 10. Executive Order 08-21- In Person Meetings - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

- Pending Personnel Matter

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: July 27, 2021 at 1:30 p.m. Loma Linda Community Room 25541 Barton Rd., Loma Linda.

POSTING:

This is to certify that on June 17, 2021, I posted a copy of the agenda:

- 1743 Miro Way, Rialto, CA
- on the Center’s website which is www.confirer.org

 /s/ Liz Berry _____

Liz Berry
Administrative Secretary I



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, MAY 25, 2021 – 1:30 PM

ZOOM

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Tim McHargue/Chairperson, Colton Fire
Chief Ivan Rojer/Vice-Chairperson, Rancho Cucamonga Fire
Chief James Peratt, Apple Valley Fire Protection District-*Absent*
Chief Tim Shackelford, Chino Independent Fire District
Chief Dan Harker, Loma Linda Fire
Chief Jim Topoleski, Redlands Fire - *Absent*
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 April 27, 2021
2. Financial Statements thru April 30, 2021
3. Dispatch Performance reports
4. Billable Incidents

Motion to accept all items on Consent.

Motion by: Chief Brian Park (1)

Second by: Chief Tim Shackelford (1)

Chief Tim McHargue-Yes (1)

Chief Ivan Rojer-Yes (1)

Chief James Peratt-Absent

Chief Dan Harker-Yes (1)

Chief Jim Topoleski-Absent

Chief Dan Munsey-Yes (4)

Chief Jeff Armstrong-Yes (1)

10-Yes

2-Absent

Motion Approved

DIRECTOR REPORT

- a. Municode
- b. FY 2021-22 Budget Approval
- c. JPA revision finalized - weighted voting
- d. ECNS
 - i. ET3 submittal
 - ii. SB COG- PSA
 - iii. Law Enforcement Partners

COMMITTEE REPORTS

- a. Support Committee Report/IMS Updates - Blessing Ugbo
Presentation by Blessing Ugbo on the recent CAD rehost. Due to the degradation of the current CAD infrastructure, which was causing performance issues at a high support cost, CONFIRE recently implemented new hardware infrastructure and software to re-host CAD. This increased systems performance and provided fail-over redundancy to ensure CAD uptime. Initial cost savings of \$7,000 with Central Square (ArcServe) and additional savings by removing legacy hardware and outdated software.
- b. Ops Chief Committee Report - Chief Bruner
Discussed Fourth of July Operations, Chief Bruner will be stationed in the Valley Center, Chief Mahan will be stationed in the Desert. Working on standardization of equipment carried and location on OES apparatus.
- c. CAD to CAD - Chief Rojer
Progress continues, momentum is moving forward. MOU was received from AMR, Ontario is waiting for their CAD upgrade before action taken. Chino PD demo at

CONFIRE 5/26, MOU is with their legal counsel. Cal Fire San Bernardino is still working thru legal issues, Riverside is moving forward with a MOU.

OLD BUSINESS

5. Pre-Plan software - Action Item

A request for proposal (RFP) was submitted through PlanetBids for a universal pre-incident planning software. First Due was the only bid received, the vendor met the expectations of the scope of work outlined in the RFP.

Several CONFIRE member agencies utilize pre-plan software but there is no interoperability across jurisdictional boundaries. Auto and mutual aid agreements allow multijurisdictional responses to significant events. Critical information is needed when responding to incidents to minimize safety risks.

Utilizing a regional approach will allow for a cost-effective deployment of a platform to create one interconnected pre-plan and inspection system for the entire region.

First Due is an annual subscription of \$195,000 to provide service for all 13 CONFIRE fire agencies. The cost was not included in the fiscal 2021-22 budget. The Administrative Committee unanimously voted to terminate the service agreement with LiveMUM which will result in a cost savings of \$77,000. Staff recommendation is to do a onetime transfer from general reserve fund account 5010 for the balance of \$118,000 for the first year. Fiscal year 2022/23 will see individual agency fees increased.

Motion to approve quote to purchase and install First Due software for pre-incident planning to be utilized by all CONFIRE agencies.

Motion by: Chief Jeff Armstrong (1)

Second by: Chief Brian Park (1)

Chief Tim McHargue-Yes (1)

Chief Ivan Rojer-Yes (1)

Chief James Peratt-Absent

Chief Tim Shackelford-Yes (1)

Chief Dan Harker-Yes (1)

Chief Jim Topoleski-Absent

Chief Dan Munsey-Yes (4)

10-Yes

2-Absent

Motion Approved

6. Dispatch Call Processing Time - Mat Fratus

NEW BUSINESS

7. Administrative Policies - sub committee

Chiefs McHargue, Munsey, Harker and Rojer will work on updating CONFIRE Administrative Policies and anticipate bringing a draft to the Administrative Committee at the June meeting.

ROUND TABLE

Chiefs are requesting in person meetings start in July with a virtual option available. Loma Linda will make their Community Room available and IT compatible for virtual also.

CLOSED SESSION

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

Motion by: Chief Dan Munsey

Second by: Chief Dan Harker

Ayes: 7

Noes: 0

The meeting adjourned at 14:54.

Upcoming Meetings:

Next Regular Meeting: June 22, 2021 at 1:30 p.m. via ZOOM.

 /s/ Liz Berry

Liz Berry

Administrative Secretary I



CONFIRE

FY 2020-2021 Fund Balance Report as of May 30, 2021

Operations Fund (5008)

| | | | |
|-----------------------------|---------------------------|------|--------------------|
| Audited Fund Balance 7/1/20 | | * \$ | 2,906,494 |
| Revenue | 10,994,257 | | |
| Expenditures | <u>(9,135,671)</u> | | |
| | Net | | 1,858,586 |
| Transfers Out to 5010 | (1,250,000) | | |
| Transfers Out to 5011 | <u>(452,261)</u> | | |
| | Net Transfers In/Out | | <u>(1,702,261)</u> |
| | Total Fund Balance | \$ | 3,062,819 |

*FY 2020-21 Operating costs 10% is \$1,110,147 Per Board Policy

Equipment Reserve Fund (5009)

| | | | |
|-----------------------------|---------------------------|----|------------------|
| Audited Fund Balance 7/1/20 | | \$ | 2,090,834 |
| Revenue | 471,388 | | |
| Expenditures | <u>(440,345)</u> | | |
| | Net | | 31,043 |
| | Total Fund Balance | \$ | 2,121,877 |

General Reserve Fund (5010)

| | | | |
|---------------------------------|-------------------------------|------|--------------------|
| Audited Fund Balance 7/1/20 | | * \$ | 5,212,728 |
| Revenue - Membership/Interest | 523,394 | | |
| Revenue - Grant | 648,967 | | |
| Expenditures | <u>(1,845,602)</u> | | |
| | Net | | (673,241) |
| Residual Equity Transfer In | <u>1,250,000</u> | | |
| | Net Transfers In/Out | | <u>1,250,000</u> |
| | Total Fund Balance | \$ | 5,789,487 |
| Reserve for CIP | (2,000,000) | | |
| EMD Optimization (ECNS) Project | <u>(250,000)</u> | | |
| | Net Committed | | <u>(2,250,000)</u> |
| | Available Fund Balance | \$ | 4,212,728 |

*FY 2020-21 Operating costs 25% is \$2,224,736 Per Board Policy

Term Benefits Reserve Fund (5011)

| | | | |
|---------------------------------|-----------------------------|----|------------------|
| Audited Fund Balance 7/1/20 | | \$ | 755,024 |
| Revenue | 123,866 | | |
| Expenditures | <u> </u> | | |
| | Net | | 123,866 |
| Tranfer Comp. Absence From 5008 | 67,272 | | |
| Unfunded Liability | <u>384,989</u> | | |
| | Net Transfers In/Out | | <u>452,261</u> |
| | Total Fund Balance | \$ | 1,331,151 |



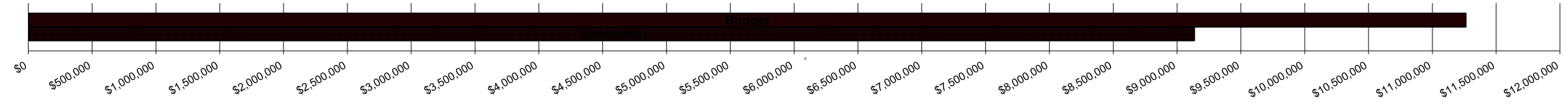
OPERATIONS FUND 5008
MONTHLY SUMMARY FY 2020/21

Transactions thru May 31, 2021

Item 2.

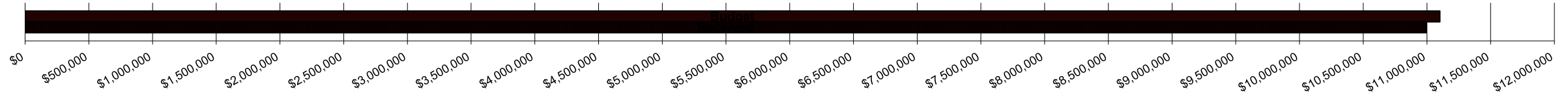
| Expenditures | 3 PP | | | | | 3 PP | | | | | | 3 PP | Total YTD | 2020/21 | Bud - Exp | % Used |
|---------------------------------|------------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|----------------|----------------|----------|------------------|-------------------|--------------------|--------------|
| | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | | | | | |
| Salary/Benefits | 703,250 | 500,928 | 528,753 | 527,455 | 518,203 | 774,990 | 500,670 | 499,399 | 494,972 | 280,050 | 523,577 | - | 5,852,245 | 7,763,114 | \$1,910,869 | 75.4% |
| Overtime/Call Back | 36,039 | 24,901 | 27,203 | 25,540 | 24,806 | 42,257 | 28,451 | 24,401 | 25,878 | 11,090 | 24,314 | - | 294,881 | 330,565 | \$35,684 | 89.2% |
| Phone/Circuits/Internet | 57,606 | 23,347 | 56,744 | 39,590 | 54,826 | 67,988 | 72,496 | 28,995 | 88,088 | 37,204 | 57,403 | - | 584,288 | 538,049 | (\$46,239) | 108.6% |
| County IS/Data Services/Counsel | - | 6,866 | 1,635 | 1,539 | 3,188 | 3,494 | 13,979 | (3,889) | 3,164 | 9,779 | 6,132 | - | 45,886 | 61,761 | \$15,875 | 74.3% |
| Radio/Pager, Console Maint | - | 39,459 | 39,459 | 43,014 | 39,581 | 40,125 | 39,659 | 39,686 | 39,731 | 39,749 | 39,920 | - | 400,383 | 483,541 | \$83,158 | 82.8% |
| Computer Software | 185,678 | 459,075 | 201,684 | 3,268 | 6,558 | 144 | (3,270) | 28,520 | 541,826 | 29,529 | 3,932 | - | 1,456,944 | 1,421,299 | (\$35,645) | 102.5% |
| Computer Hardware | - | 187,089 | (185,089) | 787 | 288 | 162 | - | 105,756 | (105,436) | 162 | 442 | - | 4,159 | 18,450 | \$14,291 | 22.5% |
| Office Exp/Copier Lease | 5,058 | 3,528 | 3,122 | 3,731 | 4,904 | 3,043 | 2,543 | 10,005 | 4,235 | 21,224 | 3,429 | - | 64,821 | 71,044 | \$6,223 | 91.2% |
| Insurance/Auditing | 18,936 | - | 21,213 | 11,322 | - | - | 2,995 | - | - | - | - | - | 54,466 | 37,600 | (\$16,866) | 144.9% |
| Payroll/HR/Medical Director | 5,001 | 65,524 | 3,839 | 18,655 | 2,350 | 2,928 | (9,266) | 3,598 | 2,304 | 3,495 | 2,898 | - | 101,325 | 232,850 | \$131,525 | 43.5% |
| Travel/Training | 300 | 9,396 | (891) | 943 | 2,502 | 200 | 1,066 | 3,542 | 85 | 1,258 | 1,693 | - | 20,094 | 65,000 | \$44,906 | 30.9% |
| Auto/Structure/Fuel | - | 2,010 | 2,115 | 1,060 | 9,977 | 7,722 | (4,023) | (5,941) | 1,906 | 4,150 | 7,074 | - | 26,050 | 22,900 | (\$3,150) | 113.8% |
| Other/HDGC Rent/Equip Trans | 22,218 | 35,080 | 28,692 | 2,669 | 27,340 | 14,540 | 13,693 | 46,796 | 14,781 | 11,877 | 12,442 | - | 230,128 | 216,649 | (\$13,479) | 106.2% |
| Total | 1,034,086 | 1,357,204 | 728,479 | 679,572 | 694,523 | 957,591 | 658,994 | 780,868 | 1,111,535 | 449,566 | 683,254 | - | 9,135,671 | 11,262,822 | \$2,127,151 | 81.1% |

% Fiscal Year Passed 91.7%



| Revenue | | | | | | | | | | | | Received | Budget | Difference | % Rcvd | |
|--------------|---------------|------------------|-----------------|------------------|------------|----------|------------------|----------------|----------|------------------|------------|----------|-------------------|-------------------|------------------|------------|
| | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | | | | | June |
| Services | - | 2,713,004 | - | 2,761,819 | 248 | - | 2,792,465 | (7,908) | - | 2,762,879 | - | - | 11,022,507 | 11,101,465 | \$78,958 | 99% |
| Interest | 12,712 | (12,712) | - | 11,089 | - | - | 7,511 | - | - | 9,415 | - | - | 28,015 | - | (\$28,015) | |
| Other | (61) | (1,018) | (56,635) | - | - | - | - | 1,000 | - | - | 449 | - | (56,264) | - | \$56,264 | |
| Total | 12,651 | 2,699,273 | (56,635) | 2,772,908 | 248 | - | 2,799,976 | (6,908) | - | 2,772,295 | 449 | - | 10,994,258 | 11,101,465 | \$107,207 | 99% |

% Fiscal Year Passed 91.7%





PSAP Answer Time


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

Month - Year: 1/1/2021 - 5/31/2021
 Agency: Fire
 Affiliation:

From: 1/1/2021
To: 5/31/2021
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Call Type: 911 Calls



| 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% | | | | | | | | |
| Year to Date 2021 Total | 76,611 | 4,518 | 2,442 | 2,942 | 985 | 576 | 65 | 88,139 | |
| % answer time ≤ 10 seconds | 86.92% | 5.13% | 2.77% | 3.34% | 1.12% | 0.65% | 0.07% | 100.00% | |
| % answer time ≤ 15 seconds | 92.05% | | | | | | | | |
| % answer time ≤ 40 seconds | 98.16% | | | | | | | | |
| Year to Date 2020 Total | 69,422 | 4,026 | 2,013 | 2,236 | 693 | 392 | 26 | 78,808 | |
| % answer time ≤ 10 seconds | 88.09% | 5.11% | 2.55% | 2.84% | 0.88% | 0.50% | 0.03% | 100.00% | |
| % answer time ≤ 15 seconds | 93.20% | | | | | | | | |
| % answer time ≤ 40 seconds | 98.59% | | | | | | | | |



Call Summary

CONFIRE/Comm Center

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

Year: 2021

From: 1/1/2021

To: 5/31/2021

Period: Month

Group:

Call Type: All

Abandoned: Include Abandoned

Filters:

| 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 |
| 2021 Totals | 87524 | 615 | 88139 | 0.70% | 73918 | 5587 | 79505 | 90735 | 49299 | 11063 | 151097 | 318741 | 101.7 |
| 2020 Totals | 78505 | 303 | 78808 | 0.38% | 57977 | 2338 | 60315 | 80359 | 58960 | 1199 | 140519 | 279642 | 103.7 |

**CONFIRE****STAFF REPORT****DATE: 6/22/2021****FROM: Art Andres, Director****TO: Administrative Committee**

SUBJECT: Data Consulting Contract Renewal

RECOMMENDATION

Approve contract renewal for data consulting services with James Mathew Fratus Consulting for an amount not to exceed \$50,000. Funded from approved funds for consulting services in General Reserve fund 5010.

BACKGROUND

This contract will extend the services obtained from James Mathew Fratus Consulting in FY 20/21 into FY 21/22. Fratus Consulting was retained to assist with a variety of data analysis initiatives for CONFIRE, mainly EMS and ECNS related operations. Mat's work on ECNS was included in the ET3 Notice Of Funding Opportunity grant application and development of the business plan. In addition, he assisted the IMT with COVID-19 response planning.

Mat's work has resulted in recommendations that have been incorporated into CONFIRE operations through its EMD pilot study. Call processing time continues to be evaluated to create efficiencies and minimize delays. Mat has worked with individual agencies as well to extract applicable data for specific projects.

This engagement is not to exceed \$50,000. The agreement includes a provision to extend for one additional year if needed.

FISCAL IMPACT

This is a continuation of the original agreement established in FY 2020/21. The fiscal 2021/22 budget will not be adjusted. An evaluation will be made to determine on-going needs in anticipation of developing FY 2022/23 budget which may require an adjustment in the Operations Fund 5008.

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
[Data Analysis and Related Services]

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and [Mat Fratus Consulting] (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

RECITALS

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

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

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on [7/1/2021] (“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) [6/30/2022].
- 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:
Mat Fratus Consulting
P.O. Box 4031
Blue Jay, CA, 92317

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

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

Mat Fratus Consulting

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Art Andres

Print Name: Mat Fratus

Its: Director

Its: Owner

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

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

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

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

- i. Inform CAD
- ii. ProQA
- iii. Vesta Analytics
- iv. Image Trends

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

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

3. Evaluate Options and Develop Recommendations.

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

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

\$80.00 per hour

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

B. Payment

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

b. Process

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

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D
to AGREEMENT FOR SERVICES**

INSURANCE

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

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

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

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

**CONFIRE****STAFF REPORT****DATE: 6/22/2021****FROM: Art Andres, Director****TO: Administrative Committee**

SUBJECT: Emergency Communications Nurse System- EMK Consulting Contract

RECOMMENDATION

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

BACKGROUND

CONFIRE, supported by San Bernardino County Council of Governments (SBCOG), facilitated the rapid implementation of the ECNS program during the heightened hospital surge resulting from CoVID-19. SBCOG had entered into an agreement with Mission Critical Partners (MCP) to evaluate utilizing EMD to enhance emergency medical services in the pre-hospital environment. Recommendations focused on ECNS as a priority. A majority of MCP time was utilized to support the implementation of the ECNS program. The contract between SB COG and MCP has concluded and no additional extensions will be granted by SB COG.

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

This agreement will allow EMK Consulting to support dispatch and nursing staff navigate low acuity patients to the most appropriate care level, reducing non-emergent transports. Assist with implementing the education and quality assurance required by the International Academy of Emergency Dispatch (IAED), commonly called ECN-Q. This agreement would further allow for the development of education regarding IAED ECNS and ECN-Q standards.

FISCAL IMPACT

There will be no fiscal impact. CONFIRE will use allocated CARES Act funding.

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

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and [EMK Consultants Inc] (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

RECITALS

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

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

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on [7/1/2021] (“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) [6/30/2022].
- 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:
EMK Consultants Inc
Attn: Elaine Messerli-Kelly
7440 Lacerta Drive
Sparks, NV 89436

9. LIMITATION OF LIABILITY

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

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

CONSOLIDATED FIRE AGENCIES

EMK Consultants Inc

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Art Andres

Print Name: Elaine Messerli-Kelly

Its: Director

Its: Owner

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

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

- Engage with Client to ensure that the Emergency Communication Nurse System (ECNS) is implemented and operationalized for success.
- Support Client in projects and activities which address low acuity callers to the 911 system.
- Collaborate with Client to identify and address obstacles with a goal of ultimately achieving ACE (Accredited Center of Excellence) Accreditation and sustainability.
- Support Client in the education of the Emergency Medical Dispatch (EMD) team. The EMD's will team up with the Emergency Communication Nurse (ECN) to navigate low acuity patients to the most appropriate care level. This process will help reduce non-emergent transports.
- Provide subject matter expertise with the ECN team to develop a cohesive culture.
Provide subject matter expertise while implementing the education and quality program for the Client utilizing the International Academy of Emergency Dispatch (IAED) Emergency Communication Nurse Quality (ECN-Q) standards.
- Conduct Client quality audits utilizing the Advanced Quality Assurance (AQUA) software provided by the IAED. Support the client's ECN-Q while conducting internal quality audits in support of ACE Compliance.
- Collaborate with Client to identify opportunities for improvement for each ECN as well as the ECN team.
- Develop education regarding the IAED ECNS and ECN-Q Standards

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

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

\$90.00 per hour

Not to exceed the sum of \$35,000.

B. Payment

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

- b. Process

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

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D
to AGREEMENT FOR SERVICES**

INSURANCE

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

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

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

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

**CONFIRE****STAFF REPORT****DATE: 6/22/2021****FROM: Art Andres, Director****TO: Administrative Committee**

SUBJECT: Consulting Contract- Jon Purcell

RECOMMENDATION

Approve contract for CAD to CAD consulting services with Jon Purcell for a rate of \$55/hr, not to exceed \$25,000. Funded from approved funds for consulting services in General Reserve fund 5010.

BACKGROUND

The Inland Empire Public Safety Operations Platform (CAD to CAD) project has been primarily funded through Urban Area Security Initiative (UASI). The program is rapidly expanding with the anticipation of onboarding several new agencies in 2021. It is critical to ensure a seamless transition of these large organizations. Jon Purcell has been actively involved in this project through his previous employment with Central Square, our current CAD to CAD vendor. His experience and expertise will be instrumental in the success of onboarding large organizations such as CHP, AMR and other potential additional agencies.

The scope of work will include; assisting CONFIRE administrative and application managers, optimize the use of the Tellus Hb application, instruct CONFIRE staff in technical matters and assist with on-boarding additional agencies.

This engagement is not to exceed \$25,000. The agreement includes a provision to extend for one additional year if needed.

FISCAL IMPACT

The fiscal 2021/22 budget will not be adjusted. An evaluation will be made to determine on-going needs in anticipation of developing FY 2022/23 budget which may require an adjustment in the Operations Fund 5008.

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
[CAD to CAD Consulting]**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and [Jon Purcell] (“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 the date of final signatures of the Parties.
- 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) [June 30, 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:
Jon Purcell

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

Jon Purcell

Date: _____, 20__

Date: JUNE 13, 2021

By: _____

By: [Signature]

Print Name: _____

Print Name: JON PURCELL

Its: _____

Its: SELF

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

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

- 1. CAD to CAD consulting services (to include some or all of the following)**
 - a. Assist CONFIRE staff in role as Inland Empire Regional Interoperability Program administrative and application managers.
 - b. Assist CONFIRE staff and IE PSOP members optimize the use of the Tellus Hub application through the following activities:
 - i. Instruct CONFIRE staff in technical matters related to Administrative and Application management
 1. Business rule and filter development and maintenance
 2. Development and maintenance of common code sets
 3. Troubleshooting and application support
 - c. Assist with on-boarding additional agencies

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

\$55.00 per hour

Not to exceed the sum of \$25,000.

B. Payment

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

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

**EXHIBIT C
to AGREEMENT FOR SERVICES**

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may, at any time, with or without reason, terminate this Agreement. Written notice by Contractor shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the CONFIRE or no later than three (3) days after the day of mailing, whichever is sooner. Contractor shall provide invoice for unpaid work at time of written notice.
 - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.

- (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
- Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
- d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
 - e. Upon termination, Contractor shall provide

CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

5. INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.

- a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:
- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; or
 - (2) arises out of, pertains to, or relates to the performance of this Agreement
- b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.
- c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
- (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
- d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.
- 6. INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
- 7. CONFIDENTIALITY.** The Contractor and the

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

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

the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

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

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

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

hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

- 20. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 21. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 22. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 23. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 24. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 28. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 29. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and

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

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

**EXHIBIT D
to AGREEMENT FOR SERVICES**

INSURANCE

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

| Type of Coverage | Minimum Coverage |
|---|--|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate | \$1,000,000 \$1,000,000 |
| Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate | \$1,000,000 \$1,000,000 |
| Professional Liability | \$1,000,000 |

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

**CONFIRE****STAFF REPORT****DATE: 6/16/2020****FROM: Art Andres, Communications Director****TO: Administrative Committee****SUBJECT: AMR- IEPSOP MOU and CAD to CAD Service Agreement**

SUBJECT: ECNS Funding

RECOMMENDATION

Approve the American Medical Response (AMR) of Inland Empire CAD to CAD service agreement and accept the MOU for AMR to become a member of the IEPSOP.

BACKGROUND

AMR is the largest transport provided in San Bernardino County, providing service to multiple Exclusive Operating Areas (EOA) in the region. Most CONFIRE agencies provide pre-hospital services in EOAs currently awarded to AMR. CONFIRE is the secondary public safety answering point and processes the 9-1-1 call. The required information is provided to AMR which responds to the incident. CAD to CAD will allow for enhanced interoperability currently not in place. This will save valuable time and minimizing errors resulting from frequent phone calls.

CAD to CAD will also allow for improved situational awareness in the operational area through a dynamic display of where all resources are located within the region.

FISCAL IMPACT

There will be no fiscal impact to the CONFIRE budget.

Initial implementation and license costs are \$128,386.94 with a subsequent annual maintenance fee of \$13,125. Funds to support this project will be from designated CARES Act monies allocated for the regional CAD to CAD project. The on-going maintenance fee will be paid for by AMR.

**CONSOLIDATED FIRE AGENCIES
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM (IE PSOP)
AGENCY AGREEMENT
(American Medical Response of Inland Empire)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and American Medical Response of Inland Empire (“Agency”), a private corporation, as a Member Agency. CONFIRE and Agency may be individually referred to as a “Party” and collectively as the “Parties.”

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: Effective Date and Term
- Exhibit D: General Terms and Conditions

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Agency, nor any of Agency’s employees, shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE’s employees shall be considered officers, employees, agents, partner, or joint venture of Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Agency.

3. SCOPE OF SERVICES

CONFIRE shall furnish to the Agency the services described in Exhibit A (“Services”).

4. **COMPENSATION**

CONFIRE shall receive payment, for Services rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation"). CONFIRE represents that the total cost charged to Agency shall not exceed Agency's representative share of costs. CONFIRE further represents that the total costs charged to all Agencies do not exceed CONFIRE's actual cost in providing the Services.

5. **EFFECTIVE DATE AND TERM**

The Effective Date and Term are set forth in Exhibit C.

6. **GENERAL TERMS AND CONDITIONS**

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

7. **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, Communications Director
1743 Miro Way
Rialto, CA 92376

To Agency:

Global Medical Response
Attn: Legal Department
6363 S. Fiddlers Green Cir., Ste. 1500
Greenwood Village, CO 80111

8. **DEFINED TERMS**

Except as may be expressly set forth in this Agreement to the contrary, all capitalized terms used in this Agreement shall have the meanings ascribed to them in that certain current approved Inland Empire Regional Interoperability Project (former name) Memorandum of Understanding.

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

Consolidated Fire Agencies

Date: JUNE 10, 2021

By: [Signature]

Print Name: ART ANDRES

Its: DIRECTOR

American Medical Response of Inland Empire

Date: May 26, 2021

By: [Signature]

Print Name: Christopher Gordon

Its: Regional Director AMR, San Bernardino County

**EXHIBIT A
to AGENCY AGREEMENT**

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to Agency on behalf of the Inland Empire Regional Interoperability Project (“Services”):
 - a. Administrative and fiscal oversight of the Inland Empire Regional Interoperability Project (“IE PSOP”) CAD to CAD solution (Central Square Technologies, Inc.) in accordance with the current agreement between CONFIRE and Central Square (“Vendor”) and in accordance with the current version of the IE PSOP MOU. By way of illustration and not limitation, such oversight shall include:
 - (1) Billing and collection of fees associated with the operation of the IE PSOP CAD to CAD solution.
 - (2) Coordination of on-boarding process for new agencies to become users of the IE PSOP CAD to CAD Solution.
 - b. Coordination of IE PSOP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE PSOP MOU.
 - c. Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE PSOP CAD to CAD solution.
 - d. Provision of dedicated staff to act as System Administrator for the IE PSOP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, such services shall include:
 - (1) Initial level of technical support based on Central Square Support Services procedures, articulated in “Central Square Support Welcome Guide” (Exhibit E in the current agreement between CONFIRE and Vendor).
 - e. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
2. In receiving the Services, the Contracting Agency shall do the following:
 - a. Procure, install and maintain any application interface (API) required to enable the CAD to CAD hub to communicate with the Agency CAD system.
 - b. Establish and maintain a secure a network connection (minimum 10Mbps) between the approved CAD to CAD hub solution and the connected Agency CAD system.

- c. Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE PSOP MOU.
- d. For Member Agencies, appoint an authorized representative for IE PSOP Member Agency Committees, as necessary.
 - (1) Executive Committee
 - (2) Operations Committee
- e. Abide by all aspects of the IE PSOP MOU in effect.
- f. Abide by all relevant aspects of the Service Level Agreement contained within the contract between CONFIRE and Vendor.

EXHIBIT B
to AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. Costs are based on the Central Square CAD to CAD “Unify” option selected by Agency.
2. One-time initial costs for participating in the IE PSOP CAD to CAD are:
 - a. Agency License Fee (Unify): \$57,750.00
 - b. Professional Services: \$57,512.00
 - c. These costs will be funded through grants procured by CONFIRE.
3. Annual fees for participating in the IE PSOP CAD to CAD Project 1 are:
 - a. Maintenance Fee \$13,125.00 (Agency share)
 - b. Cloud Hosting & Escrow Fee \$9,120.00 (10% of IE PSOP cost)

Total annual costs for Agency are: \$22,245.00
4. Annual fees are subject to change based upon a renegotiated contract with the CAD to CAD Vendor. (Sept 2022). Agency representatives will be involved in the process of negotiating a contract renewal.
5. The annual fees will be paid by CONFIRE to the IE PSOP Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs identified in Paragraph 2, above.
6. Payment shall be made to CONFIRE within thirty (30) days of the issuance of the invoice.

B. ADMINISTRATIVE FEE

Commencing in FY 2022, CONFIRE shall determine if it will assess an Administrative Fee in exchange for the Services set forth in Exhibit A. Agency shall pay CONFIRE annually an Administrative Fee in an amount that shall not exceed \$5,000 for the Agency in any year, which reflects 10% of CONFIRE’s projected maximum Administrative costs of \$50,000.00.

C. ADDITIONAL FEES:

1. In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
2. In the event that CONFIRE incurs additional costs or expenses as a result of Agency's delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.

EXHIBIT C
to AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

This Agreement is effective on June 1, 2021 (“Effective Date”) and shall continue for a term of five (5) years, and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE PSOP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

EXHIBIT D
to AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **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.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **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.
4. **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.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
6. **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.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties 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 Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.
9. **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.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that Agency will be bound by the terms and conditions contained herein.
11. **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.

12. **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.

13. **INDEMNIFICATION.**

A. **By CONFIRE.** CONFIRE shall indemnify, defend and hold harmless Agency, and all of its employees, officials, and agents ("Agency Parties"), from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of CONFIRE'S officers, agents, volunteers or employees ("CONFIRE's Parties") arising out of, or in any way attributable to, the performance of this Agreement. CONFIRE shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. CONFIRE's obligation to defend the Agency Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

B. **By Agency.** Agency shall indemnify, defend and hold harmless CONFIRE Parties from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which not foreseeably within its control. Agency's obligation to defend CONFIRE Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

14. **INSURANCE.**

A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO "occurrence" form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

AMENDMENT ONE TO INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES

This Amendment One (this “Amendment”) to the Independent Contractor Agreement for Professional Services entered into by and between CentralSquare Technologies, LLC (“CentralSquare”); and Consolidated Fire Agencies (“Confire”) effective March 31, 2020 (the “Agreement”), is effective as of the last date of signature below. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

NOW, THEREFORE, the Parties agree as follows:

1. Confire is granted an additional Tellus UNIFY license which it will extend to the AMR San Bernardino under the terms of the Agreement.
2. The scope of the Agreement is hereby expanded to include the granting of products and services to AMR San Bernardino as stated in the Quotation attached as Exhibit A to this Amendment One.
3. Also incorporated with this Amendment is Exhibit B, Pricing Assumptions.

EACH PARTY’S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CONSOLIDATED FIRE AGENCIES

CENTRALSQUARE TECHNOLOGIES

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

**Exhibit A
Quotation**

Quote #: Q-41059
Quote expires on: June 30, 2021

Quote prepared for:
Mike Bell
Confire JPA
1743 W. Miro Way
Rialto, CA 92376-8630
(909) 356-3841

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

| PRODUCT NAME | QUANTITY | UNIT PRICE | TOTAL |
|---------------------------------------|----------|-----------------------|----------------------|
| CAD-to-CAD Unify (OnPrem) License Fee | 1 | 70,875.00 | 70,875.00 |
| | | Software Total | 70,875.00 USD |

WHAT SERVICES ARE INCLUDED?

| DESCRIPTION | TOTAL |
|---|--|
| Public Safety Project Management Services - Fixed Fee | 8,800.20 |
| Public Safety Training Services - Fixed Fee | 3,360.05 |
| Public Safety Technical Services - Fixed Fee | 29,055.00 |
| Public Safety Development Services - Fixed Fee | 10,400.19 |
| Public Safety Consulting Services - Fixed Fee | 6,045.00 |
| | Services Subtotal 57,660.44 USD |
| | Discount - 148.50 USD |
| | Services Total 57,511.94 USD |

QUOTE SUMMARY

| | |
|--------------------------|-----------------------|
| Software Subtotal | 70,875.00 USD |
| Services Subtotal | 57,660.44 USD |
| Quote Subtotal | 107,400.00 USD |
| Discount | - 148.50 USD |
| Quote Total | 128,386.94 USD |

WHAT ARE THE RECURRING FEES?

| TYPE | AMOUNT |
|-------------------------------|---------------|
| FIRST YEAR MAINTENANCE TOTAL | \$13,125.00 |
| FIRST YEAR SUBSCRIPTION TOTAL | \$0.00 |

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____



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

Pricing Assumptions

Statement of Work Reference. This Pricing Schedule corresponds with the included Statement of Work (SOW).

Statement of Work Deliverables: All Deliverables in the Statement of Work are included in the price detailed below. The first-year Cloud/Hosted fees, implementation fees, and technical services are included in this price.

Out of Scope Configuration and Implementation Services: All Configuration and Implementation Services requested by CONFIRE during this project that fall outside the scope of the referenced statement of work will be at a labor rate of \$1,600/day plus travel expenses (cost plus 20%) and the current per diem rate for the area as defined by GSA.

- a) Any day requiring travel to, travel from, or presence at or near the customer's location will incur a full 8-hour day of labor for each person.
- b) All out of scope Configuration and Implementation Services will be agreed upon in advance in writing through a change order and will be billable to CONFIRE immediately following the completion of the said Configuration and Implementation Services. The terms of payment are subject to terms of the Software License Agreement.

Milestones and Payments. The project timeline will follow the milestones and payment terms in the following section. CONFIRE agrees to the following milestones and payment terms.

The first Maintenance payment and Cloud Hosted Fees are due twelve (12) months from the Effective Date or initial Go Live whichever occurs first.

The escrow set up fee of \$250.00 is due prior to deposit of the software on the date of Go Live. The recurring annual escrow fee of \$950 will be due on the date of Go Live and will be billed along with the Maintenance Fees annually thereafter.

Hardware. All prerequisite computer hardware, system software, peripherals, network components, etc., not included in the proposed pricing, will be provided by CONFIRE according to CentralSquare's recommended standards and according to the agreed Statement of Work and Project Schedule. 100% of Third-Party Hardware is due at time of order.

CentralSquare does not propose services on an hourly basis. Should CONFIRE require additional post-implementation effort due to add-ons or customization the parties shall follow the Change Order process.

For agencies purchasing a CAD connection (Aware, Notify, or Unify), a site license of Portal is included. Any agency/entity that doesn't purchase a CAD connection can purchase Portal licenses at \$500 per license/user plus \$100 annual maintenance; agencies using a CentralSquare CAD can access this at no charge.



Agencies using CentralSquare CAD can receive the Aware CAD connection without a licensing fee, but professional service fees still apply.

In general, agencies that want to upgrade their connection and licensing (i.e. Aware to Unify or Notify to Unify) will only need to pay for the difference in the upgraded license. Professional service fees will apply.

Travel Expenses are due as incurred.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

- The responsible party for the milestone payments on this project and subsequent annual maintenance will be CONFIRE.
- CentralSquare shall invoice CONFIRE for Fees due under this Agreement.
- All invoices will be due forty-five (45) days after invoice receipt. Invoices for Subscription Fees, Professional Services Fees, hardware, or third-party items will be issued according to the Payment Milestones defined in the Agreement and applicable attachments.
- CONFIRE agrees to pay CentralSquare all undisputed Fees of any invoice(s) within forty-five (45) days of receipt of the invoice.
- The invoice will also include any and all applicable sales, use and other taxes for which CONFIRE is responsible.

If CONFIRE is a tax-exempt entity, Customer shall provide CentralSquare with proof of such exemption upon execution of this Agreement. (Taxes will be invoiced for activity until an exemption is received by CentralSquare.)

For convenience, the total project price is shown divided among three agencies, however CONFIRE remains responsible for the entire amount of this contract.

Pricing for Optional Items are valid for thirty (30) months after the execution date.



COMPENSATION & PAYMENT SCHEDULE

| Milestone Payments | | | | | | |
|--------------------|---------------------------------------|--|--------------|---------------------|---------------|---------------------|
| No. | Milestone | Description | License Pct. | | Services Pct. | |
| 1 | Contract Execution | Contract is fully executed | 50% | \$82,500.00 | 10% | \$16,360.50 |
| 2 | Software License Delivery | Electronic access to software installation files or software license certificate is delivered to the customer | 50% | \$82,500.00 | 0% | N/A |
| 3 | Discovery Phase | Onsite kick-off meeting during which the project overview, deliverables, and schedule are presented | | | 20% | \$32,721.00 |
| 4 | Delivery & Acceptance of Requirements | Project Plan is delivered by Company and accepted by Customer | | | 20% | \$32,721.00 |
| 5 | Build Phase - installation & Config | Hub software is installed on Customer server environment CAD connection(s) are configured Connected CAD data is visible using Portal | | | 20% | \$32,721.00 |
| 6 | Training | Training (System Administrators and train-the-trainer) is complete | | | 10% | \$16,360.50 |
| 7 | CAD Testing | End-to-end testing between CAD systems is complete | | | 10% | \$16,360.50 |
| 8 | Post Go-live | At the successful conclusion of the Reliability Period | | | 10% | \$16,360.50 |
| Total | | | 100% | \$165,000.00 | 100% | \$163,605.00 |
| 9 | Cloud/Hosted Annual Access Fees | Due twelve (12) months from the Effective Date or initial Go Live whichever occurs first. | | | | \$90,000.00 |
| 10 | Escrow Setup Fee | Due prior to deposit of the software on the date of Go Live | | | | \$250.00 |
| 11 | Escrow Annual Fee | Due on the date of Go Live and will be billed along with the Maintenance Fees annually thereafter. | | | | \$950.00 |
| 12 | Maintenance | Due twelve (12) months from the Effective Date or initial Go Live whichever occurs first. | | | | \$37,500.00 |
| TOTAL | | | | | | \$457,305.00 |



COST DETAIL: SOFTWARE & SERVICES

License Fees & Maintenance

| Product Name | Quantity | License Fee | Maintenance |
|------------------|----------|-------------------|------------------|
| Unify – Agency 1 | 1 | 55,000.00 | 12,500.00 |
| Unify – Agency 2 | 1 | 55,000.00 | 12,500.00 |
| Unify – Agency 3 | 1 | 55,000.00 | 12,500.00 |
| Total | | 165,000.00 | 37,500.00 |

Cloud/Hosted Fees

| Product Name | Quantity | Amount |
|---|----------|------------------|
| Unify – for up to ten (10) Agencies (CAD Connections) | 1 | 90,000.00 |
| Total | | 90,000.00 |

Escrow Fees

| Product Name | Quantity | Amount |
|----------------------|----------|-----------------|
| Escrow Setup Fee TTZ | 1 | 250.00 |
| Escrow Recurring Fee | 1 | 950.00 |
| Total | | 1,200.00 |

Professional Services

Installation & Configuration

| Product Name | Quantity | Amount |
|------------------|----------|-----------------|
| Unify – Agency 1 | 1 | 2,975.00 |
| Unify – Agency 2 | 1 | 2,975.00 |
| Unify – Agency 3 | 1 | 2,975.00 |
| Total | | 8,925.00 |

Development & Conversion

| Product Name | Quantity | Amount |
|------------------------------|----------|------------------|
| Unify Development – Agency 1 | 1 | 10,400.00 |
| Unify Development – Agency 2 | 1 | 10,400.00 |
| Unify Development – Agency 3 | 1 | 10,400.00 |
| Total | | 31,200.00 |

Technical Services

| Product Name | Quantity | Amount |
|-------------------------------------|----------|------------------|
| Unify Technical Services – Agency 1 | 1 | 29,000.00 |
| Unify Technical Services – Agency 2 | 1 | 29,000.00 |
| Unify Technical Services – Agency 3 | 1 | 29,000.00 |
| Total | | 87,000.00 |

Training

| Product Name | Quantity | Amount |
|---------------------------|----------|----------|
| Unify Training – Agency 1 | 1 | 3,360.00 |
| Unify Training – Agency 2 | 1 | 3,360.00 |



| | | |
|---------------------------|---|------------------|
| Unify Training – Agency 3 | 1 | 3,360.00 |
| Total | | 10,080.00 |

Project Management

| Product Name | | Amount |
|-------------------------------------|---|------------------|
| Unify Project Management – Agency 1 | 1 | 8,800.00 |
| Unify Project Management – Agency 2 | 1 | 8,800.00 |
| Unify Project Management – Agency 3 | 1 | 8,800.00 |
| Total | | 26,400.00 |

Total Professional Services 163, 605.00

SUMMARY

| Product/Service | Amount |
|---------------------------------|--------------------|
| License Fees | 165,000.00 |
| Cloud/Hosted Annual Access Fees | 90,000.00 |
| Escrow Fees | 1,200.00 |
| Professional Services | 163, 605.00 |
| Net Maintenance | 37,500.00 |
| Total with Maintenance | 457, 305.00 |



Optional Items:

Per Additional Agency: Applies to 4th – 10th Agencies/CAD Systems

License Fees & Maintenance:

| Product Name | Quantity | License Fee | Maintenance |
|----------------------------------|----------|-------------|-------------|
| Unify (CAD Connection) | 1 | 57,750.00 | 13,125.00 |
| Notify (CAD Connection) | 1 | 52,250.00 | 11,875.00 |
| Aware (CAD connection) | 1 | 20,000.00 | 7,500.00 |
| Aware Portal (no CAD connection) | 1 | 500.00 | 100.00 |

Professional Services: Per Agency Unify or Notify:

Professional Services Installation & Configuration – Per Agency

| Product Name | Amount |
|-----------------|----------|
| Unify or Notify | 5,950.00 |

Development & Conversion – Per Agency

| Product Name | Amount |
|-----------------------------|-----------|
| Unify or Notify Development | 10,400.00 |

Technical Services – Per Agency

| Product Name | Amount |
|------------------------------------|-----------|
| Unify or Notify Technical Services | 29,000.00 |

Training – Per Agency

| Product Name | Amount |
|--------------------------|----------|
| Unify or Notify Training | 3,360.00 |

Project Management – Per Agency

| Product Name | Amount |
|------------------------------------|----------|
| Unify or Notify Project Management | 8,800.00 |

Total Professional Services **57,510.00**

Professional Services: Aware with CAD Connection:

Professional Services Installation & Configuration – Per Agency

| Product Name | Amount |
|--------------------|----------|
| Aware Installation | 5,950.00 |

Technical Services – Per Agency

| Product Name | Amount |
|--------------------------|-----------|
| Aware Technical Services | 24,800.00 |



Training – Per Agency

| Product Name | Amount |
|----------------|----------|
| Aware Training | 2,560.00 |

Project Management – Per Agency

| Product Name | Amount |
|--------------------------|----------|
| Aware Project Management | 6,400.00 |

| | |
|------------------------------------|------------------|
| Total Professional Services | 39,710.00 |
|------------------------------------|------------------|

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

POLICY: 1.001

TITLE: Administrative Committee Policy Establishment and Numbering

ADOPTED: [_____]

REVISED: [_____]

The Board of the Consolidated Fire Agencies of the Greater Inland Empire (“CONFIRE”) established the Administrative Committee of CONFIRE and vested the Administrative Committee with the authority to:

- Direct and supervise the operations of CONFIRE;
- Establish rules for its own procedures.

Such authority is limited by the laws of California, Board Policies and the Joint Powers Agreement governing CONFIRE. These Administrative Policies are established pursuant to this vested authority.

The Administrative Committee shall submit the Manual of Administrative Policies to the Board annually for its review and consideration on an annual basis.

The definitions in this Administrative Policy shall apply to the entire Manual of Administrative Policies.

Interpretation

1. In the event of a conflict between this Manual of Administrative Policies and the Manual of Board Policies, the Manual of Board Policies shall control.
2. In the event of a conflict between this Manual of Administrative Policies and the Joint Powers Agreement governing CONFIRE, the Joint Powers Agreement shall control.
3. In the event of a conflict between this Manual of Administrative Policies and a memorandum of understanding (“MOU”) entered into between CONFIRE and a duly recognized employee organization pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510), the MOU shall control.

Numbering

1. The first set of digits reflects the Series (i.e., General, Personnel, etc.);

2. The second set of digits reflects the Policy number; and
3. The third set of digits, if any, memorializes revisions to the Administrative Policy. Using this Policy as an example, 1.001.01 would reflect the first revision.

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

POLICY: 1.002
TITLE: Adoption/Amendment of Policies
ADOPTED: [_____]
REVISED: [_____]

Any member of the Administrative Committee may propose adoption of a new policy or amendment of an existing policy. The request for adoption or modification shall be initiated by: (1) submitting a written draft of the proposed new or amended policy to each member of the Administrative and to the CONFIRE Director; and (2) requesting that the item be included for consideration on the agenda of the next appropriate meeting of the Administrative Committee.

Adoption of a new policy, or amendment of an existing policy, shall require a majority vote of the Administrative Committee.

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

POLICY: **1.003**

TITLE: **Nondiscrimination in CONFIRE Programs and Activities**

ADOPTED: [_____]

REVISED: [_____]

CONFIRE programs, activities, and practices shall be free from:

1. Discrimination based 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 veteran or military status;
 - a. The perception of one or more of such characteristics; or
 - b. Association with a person or group with one or more of these actual or perceived characteristics.

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

POLICY: **1.004**

TITLE: **Record Retention**

ADOPTED: [_____]

REVISED: [_____]

General Provisions

1. To the furthest extent permitted by law, the Administrative Committee authorizes the Director, without further action by the Administrative Committee or Board, to destroy records of CONFIRE: (a) as provided by Sections 60200 through 60203 of the Government Code; and (b) in accordance with the Records Retention Schedule that is attached as **Appendix A** and incorporated by this reference.
2. Records not mentioned in this Policy shall be disposed of in compliance with the Local Government Records Management Guidelines issued by the California Secretary of State pursuant to Government Code Section 12236.

Permanent Documents

The following records are permanent and may not be destroyed or disposed of:

1. Records related to formation, change of organization, or reorganization of CONFIRE;
2. Adopted minutes of any meeting of the Board of CONFIRE or Administrative Committee.
3. Documents reflecting the official acts of the Board of CONFIRE, which include by way of illustration and not by limitation, resolutions of the Board of CONFIRE.

Destruction

Notwithstanding the provisions above, CONFIRE may, pursuant to Government Code Section 60203, authorize the destruction of any record, paper, or document that is not expressly required by law to be filed and preserved if all of the following conditions are complied with:

1. The record, paper, or document is photographed, microphotographed, reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data processing system, recorded on optical disk, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original

document in compliance with Code Section 12168.7 for recording of permanent records or nonpermanent records.

2. The device used to reproduce the record, paper, or document on film, optical disk, or any other medium is one that accurately reproduces the original thereof in all details and that does not permit additions, deletions, or changes to the original document images.
3. The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the files.

Reproductions

For the purposes of the provisions regarding Destruction, above, every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

Destruction of Duplicates

Notwithstanding the General provisions above, the duplicates of records that are no longer needed are hereby authorized, pursuant to Government Code Section 60200, to be destroyed provided that the original or a permanent photographic record of the original is retained by CONFIRE for the period required by the Records Retention Schedule or as specified in the provisions regarding Permanent Documents above.

Method of Destruction

The destruction of any records provided for in this Policy shall be by burning, shredding or other effective method of destruction. The specific method of destruction shall be as specified by the Director.

Definition of Records

As provided in Government Code Section 60201(a), the term “records” as used herein shall consist of any “writing” defined within Code Section 6252(f), including any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

Pending Matters

The following documents shall be maintained during the pendency of the matter. Thereafter, they may be destroyed as otherwise specified in this Policy.

Any document that is the subject of any pending request made pursuant to the California Public Records Act (Chapter 3.5, Division 7, Title 1, commencing with Section 6250 of the Government Code), regardless of whether CONFIRE maintains that the record is exempt from disclosure. The

pendency of the matter shall be defined as until the request has been granted or two (2) years have elapsed since CONFIRE provided written notice to the requester that the request has been denied.

Any document that relates to any pending construction that CONFIRE has not accepted or as to which a stop notice claim legally may be presented.

Any document that relates to the title to real property in which CONFIRE has an interest.

Any document that has not fulfilled the administrative, fiscal, or legal purpose for which it was created or received (as determined by CONFIRE).

Any document that specifies the amount of compensation paid to CONFIRE employees or to independent contractors providing personal or professional services to CONFIRE, or relates to expense reimbursement to CONFIRE officers or employees, or to the use of CONFIRE paid credit cards or any travel compensation mechanism.

Any other records required by law to be filed and permanently preserved.

**Appendix A to
CONFIRE Administrative Committee Policy 1.004 – Record Retention**

Records Retention Schedule

Retention Key:

AU = Audit
S = Supersede

P = Permanent
L = Life

CL=Closed/Completion
T = Terminated

CU=Current Year

| Department | Records Series | Retention | Description |
|-----------------------|---|--------------------|-------------|
| Administration | | | |
| | Administration Files | 2 years | |
| | Agreements – Executed | P | |
| | Audio Tapes – Board Meetings | 1 | |
| | Agenda – Board | 3 | |
| | Approved Minutes – Board | P | |
| | Subpoenas | 2 years | |
| | Board Package Files | 5 years | |
| | Union Elections | 7 years | |
| | Tort Claims / Liability Claims | CL + 5 years | |
| | Master Contracts / Agreements | P | |
| | Official Reports Generated for Board | P | |
| | Policies and Procedures | S + 2 years | |
| | Press Releases | 2 years | |
| | Vehicle Files (includes Pool Cars) | S + 2 years | |
| | Workplace Safety Inspections | 2 years | |
| Building | | | |
| | All Construction finals | P | |
| | Building Permits w/ Inspection | P | |
| | Building Permits w/o Inspections | CL + 2 years | |
| | Fire Sprinkler Test | 5 years | |
| | Card Key Records | 1 year | |
| Dispatch | | | |
| | Reports <ul style="list-style-type: none"> ● Incident Reports ● Dispatch Calls | 5 years | |
| | Audio Recordings <ul style="list-style-type: none"> ● 911 Calls ● Emergency Radio | 2 years 2 years | |

| Department | Records Series | Retention | Description |
|----------------|---|--------------------------------------|--|
| | Dispatch, Telephone, 911 Calls Printout and Tapes | 2 years | |
| | Radio Logs | 7 years | |
| | EMD Quality Assurance Audits | 2 years | |
| Finance | | | |
| Budget | | | |
| | Budgets | AU + 4 years | Includes budget preparation work papers, revisions, final and amended budgets. |
| | | | |
| Disbursements | | | |
| | Purchase Requisitions | AU + 1 year | |
| | Purchase Orders | AU + 4 years | |
| | Service Orders / Authorizations | AU + 4 years | |
| | Vendor Information | Active, AU + 1 year | |
| | Bids and Proposals – Successful | AU + 5 years | |
| | Bids and Proposals – Unsuccessful | CU + 2 years | |
| | Invoices / Credit Memos / Disputes | AU + 4 years | |
| | | | |
| Receipts | | | |
| | Deposit Records | AU + 4 years | |
| | Billing Records | AU + 4 years | Includes credit memos, reimbursements, and assessments. |
| | | | |
| Accounting | | | |
| | Expense Reports | AU + 1 year | |
| | Annual Financial Statements | AU + 7 years | |
| | Internal / External Audit Reports | AU + 7 years | |
| | Federal and State Tax Filings | P | |
| | Bonds | CL + 10 yrs | |
| | Grants | Active + 2 years , AU + 1 year | |
| | Grant Applications | CL + 1 year | |
| | Investment Transactions | P | |
| | Bank Reconciliations | AU + 5 years | |
| | General Ledger | P | |

| Department | Records Series | Retention | Description |
|-------------------------------|--|-------------------------|---|
| | Journal Entries | AU + 4 year | Including supporting documentation. |
| | Unclaimed Property Research / Investigative Files | CL + 6 years | |
| | Delegation of Authority and Signature Records | S + 6 years | |
| | | | |
| Fixed Assets | | | |
| | Leases | Active, AU + 1 year | |
| | Hardware / Software Documentation | Active, S | |
| | Asset Records | L, AU + 4 yrs | Reflects purchase date, costs, asset number and description |
| | Additions / Disposals | L, AU + 4 yrs | |
| | Asset Ownership and Title | L | Includes title transfers when sold |
| | | | |
| Human Resources | | | |
| | Benefits Files | 5 years | May include dental, disability, education, health, life and vision including dependent care |
| | Bargaining Units | 10 years | |
| | Classification/Salary Plan | S + 2 years | Includes classification, wage rates |
| | Employee Medical Files | P | |
| | Employee Personnel Files | CL + 5 years | |
| | Labor Relations | 2 years | |
| | Memoranda of Understanding | P | |
| | Personnel Board Findings / Opinions / Decisions | P | |
| | Personnel Board Documents | 2 years | |
| | Personnel Rules | P | |
| | Recruitment | CU+ 3 years | |
| | Volunteer Files | 2 years | |
| | | | |
| Information Technology | | | |
| | IT Inventory Records | Life of Equip + 2 years | |
| | Standard Operating Procedures | 3 years | |
| | System Backup Files / Type Library / Digital Snapshot | 3 mos. | |
| | System Log File (Mission Critical / External Agencies) | 2 years | |

| Department | Records Series | Retention | Description |
|------------------------|---|--------------|---|
| | System Log Files (Non-essential / PC Level) | 3 mos. | |
| | | | |
| Payroll | | | |
| | Retirement Records and Calculations | P | |
| | Salary Records | T + 6 years | |
| | Payroll Register | P | |
| | Adjustments | AU + 6 years | |
| | Employee Time Sheets | AU + 6 years | |
| | Payroll Authorizations | T + 6 years | |
| | | | |
| Risk Management | | | |
| | CAL OSHA Inspection & Citations | P | |
| | Employee Training Records | 10 years | |
| | Insurance Certificates | P | |
| | Workers Compensation | P | Claim Files, Reports, Incidents (working files) originals filed with HR Administrator |
| | Medical Leave | CL + 30 yrs | |
| | | | |
| Safety | | | |
| | MSDS Sheets | P | |

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

POLICY: **1.005**

TITLE: **HIPAA Protected Information**

ADOPTED: [_____]

REVISED: [_____]

Definitions

Capitalized terms used within this Administrative Policy without definition shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law.”

Scope

This policy applies to all personnel (paid and volunteer) of CONFIRE.

Policy

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. In providing Assistance, CONFIRE must comply with Applicable Law because its Member Agencies and Contracting Agencies are covered entities under Applicable Law.

To ensure compliance with Applicable Law in their dealings with CONFIRE, each Member Agency or Contracting Agency shall enter into a memorandum of understanding with CONFIRE that satisfies the requirements of 45 C.F.R. § 164.504(e)(2) and 45 C.F.R. § 164.504 (e)(3)(i)(A).

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

POLICY: **1.006**

TITLE: **Information Security**

ADOPTED: [_____]

REVISED: [_____]

The Director is directed to implement an information security program relating to CONFIRE operations that secures CONFIRE information assets from potential threats, including but not limited to:

1. Malicious or criminal action.
2. System failure.
3. Natural disasters,
4. Operator error.

CONFIRE, in performing its functions, utilizes data protected from disclosure by various laws (“Confidential Information”), including but not limited to:

1. Section 1098 of the Government Code;
2. Section 1798.80 et seq. of the Civil Code;
3. Health Insurance Portability and Accountability Act (“HIPAA”) (42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq.; 45 CFR Part 160 and Subparts A and E of Part 164).

The security program implemented by the Director under this Policy shall, at a minimum, contain the following elements:

1. The Director shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic Confidential Information that CONFIRE creates, receives, maintains or transmits; and (ii) prevent the use or disclosure of Confidential Information other than as permitted by law.
2. The Director shall implement administrative, physical and technical safeguards that result in all Confidential Information maintained by CONFIRE being maintained solely in:

- a. “encrypted” form as that term is defined in subdivision (i)(4) of Section 1798.82 of the Government Code;
- b. secured by “encryption” as defined in § 164.304 of Title 45 of the Code of Federal Regulations; and
- c. a manner consistent with the ISO/IEC 27001:2013 information security management standards.

The Director shall consult with experts in the field of information security in the development and updating of administrative, physical and technical safeguards to comply with this Policy.

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

POLICY: **2.001**

TITLE: **Director – Duties and Responsibilities**

ADOPTED: [_____]

REVISED: [_____]

1. The Director is employed by the Board to serve as the executive officer of CONFIRE. The Director shall attend all regular and special meetings of the Board of Directors and Administrative Committee unless there is good cause for absence.
2. The Director shall prepare an annual budget for consideration and approval by the Administrative Committee and Board.
3. The Director, consistent with the budget adopted by the Board, shall:
 - Implement the policies of the Board.
 - Provide day-to-day leadership for CONFIRE.
 - Plan the short and long term work of CONFIRE.
 - Communicate the goals and objectives of the Board to the community.
 - Manage the CONFIRE budget.
 - As approved in the adopted budget:
 - o Employ assistants and other employees deemed necessary for the proper administration of CONFIRE and the proper operation of the works of CONFIRE.
 - o Incur expenses and enter into contracts on behalf of CONFIRE as set forth in Board Policies 4.003 and 4.004. All contracts will be submitted to the Board within thirty (30) days after execution.
 - Establish and maintain a motivating work climate for CONFIRE employees;
 - Maintain effective working relationships with all persons entitled to the services of CONFIRE.

- Facilitate constructive and harmonious relations with the Board.
4. The Director has authority over, and directs the work of, all employees. This includes the power to impose appropriate discipline, up to and including termination.
 5. The Director has general charge, responsibility and control over all property of CONFIRE.
 6. The Director may delegate authority at his/her discretion.
 7. The Director shall prepare a “Personnel Procedures Manual” that is consistent with this Manual of Administrative Policies and the Manual of Board Policies and shall submit the Personnel Procedures Manual to the Board for its review and consideration on an annual basis.
 8. Director shall be required to work during such hours as necessary to carry out the duties of the position, as designated by the Chairperson of the Administrative Committee. Such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured.
 9. Director leave requests or other scheduled time off, including work schedule adjustments, should be submitted to Chairperson of the Administrative Committee for approval and communicated to the Administrative Committee.
 10. The Chairperson of the Administrative Committee will be responsible for coordinating the job performance evaluation process of the Director with input from other member agencies.

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

POLICY: **2.002**
TITLE: **Classification Descriptions**
ADOPTED: [_____]
REVISED: [_____]

The Director shall promulgate and submit to the Administrative Committee for its consideration classification descriptions for all CONFIRE personnel not set forth in this Manual of Board Policies.

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

POLICY: **2.003**

TITLE: **Nondiscrimination in Employment**

ADOPTED: [_____]

REVISED: [_____]

CONFIRE prohibits:

- CONFIRE employees from discriminating against or harassing any other CONFIRE employee or job applicant based on 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;
- discrimination against any employee or job applicant, based on any of the categories listed above, in compensation, terms, conditions, and other privileges of employment;
- taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

Prohibited discrimination on the basis of religious creed includes discrimination based on the religious beliefs or observances (including his/her religious dress or grooming practices) of an employee or a job applicant.

Prohibited sex discrimination includes discrimination based on the pregnancy, childbirth, breastfeeding, or any related medical condition of an employee or a job applicant.

Harassment consists of unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above that:

1. is so severe or pervasive that it adversely affects an individual's employment opportunities;
or
2. has the purpose or effect of unreasonably interfering with the individual's work performance;
or
3. creates an intimidating, hostile, or offensive work environment.

Complaints concerning employment discrimination, harassment, or retaliation shall be reported to CONFIRE Management and will be investigated in accordance with procedures specified in Administrative policy.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Director or designated CONFIRE coordinator as soon as practical after the incident. All other employees are strongly encouraged to immediately report such incidents to their supervisor. CONFIRE shall protect from retaliation any employee who reports such incidents.

The Director or designee shall use all appropriate means to reinforce CONFIRE's nondiscrimination policy. He/she shall provide training and information to employees about:

- how to recognize harassment and discrimination;
- how to respond appropriately; and
- information about CONFIRE's policies and regulations regarding discrimination.

The Director or designee shall regularly review CONFIRE's employment practices and, as necessary, shall take action to ensure CONFIRE compliance with nondiscrimination laws.

Any CONFIRE employee who engages in prohibited discrimination, harassment, or retaliation (or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior) is subject to discipline, up to and including dismissal.

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

POLICY: 2.004
TITLE: Political Activities of Employees
ADOPTED: [_____]
REVISED: [_____]

CONFIRE respects the right of employees to engage in political discussions and activities on their own time and at their own expense. On such occasions, employees shall make it clear that they are acting as individuals and not as representatives of CONFIRE. Employees shall not engage in such activities while in uniform or otherwise attired with items identifying CONFIRE.

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

POLICY: **2.005**

TITLE: **Restricted Access to Personnel Information**

ADOPTED: [_____]

REVISED: [_____]

The Director or designee shall maintain a personnel file for all current employees at CONFIRE's central office.

The Director or designee shall determine the types of information to be included in personnel files. This includes, by way of illustration and not limitation, records required by law.

Any request by an employee to include materials in his/her personnel file shall be in writing and must be approved by the Director or his/her designee.

An employee may initiate a written response to any document placed in his/her personnel file including his/her performance evaluation. The response shall be placed in the employee's personnel file.

Persons with Authorized Access

The Director or designee shall maintain the confidentiality of those personnel records which, if inappropriately disclosed, would constitute an unwarranted invasion of the employee's privacy.

Access to an employee's personnel file shall be granted only to:

- the employee,
- persons authorized by the employee,
- CONFIRE personnel (and others) with a "right to know" or "need to know" who have been authorized access by either the Director or by the Board, or
- a person who has a present, existing right to access the employee's personnel file under applicable law.

Any authorized reviewer shall maintain strict confidence of the contents of a personnel file.

File Review by Employee

An employee who wishes to inspect his/her personnel file shall contact the Director or his/her designee. Personnel file review is available to the employee at reasonable intervals and at reasonable times. Typically, review takes place during non-working time.

With the exceptions noted below, all records in the personnel file that are related to either (a) the employee's performance, or (b) any grievance concerning the employee shall be made available for inspection by the employee.

The Director or designee is not required to, and shall not, make available to the employee (Labor Code 1198.5):

1. Records related to the investigation of a possible criminal offense.
2. Letters of reference.
3. Ratings, reports, or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

Requests for a copy of any material in a personnel file shall be made in writing.

**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 Member Agency or Contracting Agency for processing, and to tender notice of this action to the requestor.

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

POLICY: **3.002**
TITLE: **Media Representatives**
ADOPTED: [_____]
REVISED: [_____]

Absent clear direction from the Administrative Committee, only the Chairperson of the Administrative Committee, or the Director, shall make statements to the media on behalf of CONFIRE.

The Director is authorized and directed to promulgate procedures to govern the day-to-day release of information to the media or the public.

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

POLICY: **3.003**

TITLE: **CONFIRE Website(s)**

ADOPTED: [_____]

REVISED: [_____]

To enhance communication with Member Agencies, Contracting Agencies, CONFIRE staff, and community members, the Director is authorized and directed to develop and maintain CONFIRE websites to support the vision and goals of CONFIRE.

Use of the websites shall be coordinated with other CONFIRE communications strategies.

Design Standards

The Director, or his/her designee, shall establish design standards for CONFIRE websites in order to maintain a consistent identity, professional appearance, and ease of use.

CONFIRE's design standards shall address the accessibility of CONFIRE-sponsored websites to individuals with disabilities, including compatibility with commonly used assistive technologies.

Guidelines for Content

Consistent with this policy, the Director, or his/her designee, shall develop content guidelines for CONFIRE websites and shall assign staff to review and approve content prior to posting.

Privacy

The only telephone numbers, addresses, and email addresses published on CONFIRE websites shall be official CONFIRE numbers and addresses.

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

POLICY: **3.004**

TITLE: **Technology, Email and Internet Use**

ADOPTED: [_____]

REVISED: [_____]

Purpose

CONFIRE Electronic Communication Resources (“ECRs”) and the CONFIRE email system (“Email System”) play an integral role in supporting the mission of CONFIRE.

The Email System provides an official means of communication by and between CONFIRE and its employees. Official communications sent to users with designated CONFIRE email accounts and designated access shall be received and read in a timely fashion.

Privilege

Eligibility to access and use CONFIRE ECRs and the CONFIRE Email System is a privilege provided at the discretion of CONFIRE.

The Director (or authorized designee) may grant CONFIRE employees, or other individuals at the Director’s discretion, access to ECRs and the Email System to support the mission of CONFIRE.

CONFIRE prohibits the use of any ECRs or the Email System in a manner that is not compatible with the mission, charter, and objectives of CONFIRE.

Definitions

1. Electronic Communications

Any transfer of signals, writings, images, sounds, data or intelligence that is created, sent, forwarded, received, replied to, transmitted, distributed, broadcast, stored, held, copied, downloaded, displayed, viewed, read, or printed by one or several electronic communication resources.

Electronic communications include, by way of illustration and not limitation: emails, text messages, “tweets,” instant messages, faxes, streaming video, postings on blogs or social networking sites and voicemails.

2. Electronic Communications Resources (ECRs)

Telecommunications equipment, transmission devices, electronic video and audio equipment, encoding or decoding equipment, computers and computer time, data processing or storage systems, computer systems, servers, networks, input/output and connecting devices, and related computer records, software, and documentation that support electronic communications.

Electronic Communications Resources include, by way of illustration and not limitation: flash drives, handheld communications devices, tablets, cellular telephones, pagers, fax machines, computers, net books, televisions, wireless routers, blue tooth technology, and computer monitors.

3. CONFIRE Email System

CONFIRE ECRs that are used to support email services and email communications including by way of illustration, and not limitation, email addresses, email software, and/or any devices for email storage.

4. Public Record

A record defined in the California Public Records Act (California Government Code section 6250 et seq.).

Acceptable Uses and Restrictions

Use of CONFIRE ECRs and the CONFIRE Email System are subject to the following conditions:

1. CONFIRE employees shall use CONFIRE ECRs and the Email System responsibly and productively.
2. The primary use of CONFIRE ECRs and the Email System is to support the mission and objectives of CONFIRE.
3. Electronic communications sent or received on the ECRs cannot be expected to be secure. CONFIRE ECRs users should never provide confidential, sensitive, or personally identifiable information to any untrustworthy internet resource.
4. All use shall comply with applicable Federal, State and local regulations.
5. Personal use is permitted at the discretion of the Director. Such use cannot interfere with the user's assignment or violate any other prohibition or restriction set forth in any CONFIRE policy, procedure or guideline.
6. Users of CONFIRE ECRs or the Email System **shall not:**
 - a. Cause damage of any kind to CONFIRE's ECRs or the Email System;

- b. Promote unethical practices or any activity prohibited by law or any CONFIRE policy, procedure or guideline;
- c. Upload, download, create or receive computer viruses and/or other programs that might cause harm to any CONFIRE property;
- d. Download, receive, or transmit material that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religion or political beliefs;
- e. Download, copy or reproduce any software, electronic file, program or data that is copyrighted without authorization;
- f. Interfere, or attempt to interfere, with other users' ability to use CONFIRE ECRs or the Email System;
- g. Read, delete, copy or modify other users' electronic communications unless expressly authorized by law, existing CONFIRE policy, procedure or guideline, the Director or other designated representative;
- h. Use personal e-mail addresses for CONFIRE purposes;
- i. View video(s) on the internet or listen to internet-based radio stations or internet audio streams; or
- j. Violate any other existing CONFIRE policy, procedure or guideline.

The Director or a designated representative may, as needed: (1) establish additional guidelines and limits on the use of CONFIRE ECRs or the Email System, including, but not limited to, personal use on CONFIRE time; or (2) grant exceptions to prohibitions set forth in this policy.

No Expectation of Privacy

Users shall have no expectation of privacy regarding their use of CONFIRE ECRs, the CONFIRE Email System and/or personal ECRs on CONFIRE time. All data composed, transmitted and/or received by CONFIRE ECRs or the Email System is considered property of CONFIRE.

CONFIRE has the right to monitor and log any and all uses of CONFIRE ECRs and the Email System. This right includes, by way of illustration, and not limitation, the right to monitor, access, review, inspect, copy, store or delete, and block any internet activity or electronic communications.

CONFIRE also has the right to monitor, access and log the content of CONFIRE ECRs and the Email System. This right includes, by way of illustration, and not limitation, the right to access, inspect, review, copy, and store or delete any electronic communications, any files within or attached to such communications, or any files having a connection to CONFIRE ECRs and the Email System.

False Identity and Anonymity

Users of CONFIRE ECRs and the Email System shall not, either directly or by implication, employ a false identity (the name or electronic identification of another).

Users of CONFIRE ECRs and the Email System may not remain anonymous (e.g. the sender's name or electronic identification are hidden). The use of pseudonyms and/or any other anonymous communications are not permitted uses.

Interference

Users are strictly prohibited from disrupting, interfering with, or causing unreasonable strain on any CONFIRE ECRs or the Email System for any reason.

Uses that disrupt, interfere and/or cause unreasonable strain on CONFIRE ECRs and the Email System include by way of example, and not limitation:

1. "Spamming," i.e. to exploit e-communications systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited electronic messages;
2. "Letter-bombing," i.e. to send an extremely large message or send multiple electronic messages to one or more recipients, causing interference with the recipient's use of e-communications systems or services; or
3. Any other practice that intentionally or unintentionally interferes with CONFIRE's computers, network resources or e-mail.

Offensive Communications and Security Threats

CONFIRE may implement, at any time, strategies to filter offensive communications and safeguard CONFIRE ECRs and the Email System against security threats (e.g. viruses). CONFIRE is not, however, responsible for protecting users from receiving security threats or offensive electronic communications. Any person who receives such a communication shall promptly report it to the Director or designated representative.

Enforcement

The Director or designated representative shall be responsible for enforcing employee compliance with the provisions of this policy and for investigating non-compliance. Non-compliance with this Policy may subject the violator to legal sanctions and/or disciplinary action up to and including dismissal.

Reporting Misuse

Users shall report any security problem or misuse of CONFIRE ECRs and the Email System to the Director or a designated representative.

Records

Users shall comply with CONFIRE requests for copies of public records that may be in their possession. A user shall comply with CONFIRE's requests for copies of public records whether or not the user is aware such records exist, and regardless of whether such records were created with or reside on CONFIRE ECRs and the Email System.

Passwords

Passwords are issued to employees in order to protect the network security and business interests of CONFIRE and to create limited access to certain CONFIRE information. Authorized users are responsible for the security of their passwords. Network domain passwords should be long and unique and must be changed when an employee with such access terminates employment with CONFIRE voluntarily or not. The conferral of passwords does not create any individual right of privacy as to CONFIRE's computer network resources including any data, files, or messages.

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

POLICY: **3.005**

TITLE: **External Access to the CONFIRE Outlook Web App (OWA)**

ADOPTED: [_____]

REVISED: [_____]

Purpose

The purpose of this policy is to ensure that remote access to CONFIRE’s computer network system is handled in accordance with workplace rules and does not result in an unacceptable level of security risks.

External Access to CONFIRE OWA

This policy applies to all employees of CONFIRE, independent contractors, temporary workers, and all other individuals authorized to access the CONFIRE OWA email system.

All remote OWA email users must comply with CONFIRE’s Technology, Email and Internet Use Policy (Policy No. 3.004) pertaining to email. All electronic information obtained through OWA is the property of CONFIRE and should be used for the conduct of CONFIRE business. It is not intended for personal use.

Users are responsible for actively protecting CONFIRE information and information systems when using OWA. Employees must connect through the designated remote access service in accordance with specific OWA Access User Information issued by the IT Department.

The nature of mobile systems is that they are available and accessible outside of an employee’s regularly scheduled work hours. Access to the OWA does not imply or provide consent for overtime work for non-exempt employees; overtime must be pre-authorized by standard CONFIRE procedures.

Minimum Standards of Personally-Owned Electronic Equipment

1. It is recognized that CONFIRE employees own personal equipment and software suitable for accessing the CONFIRE OWA. CONFIRE does not take any responsibility for non-CONFIRE owned equipment.
2. IT staff will provide written instructions related to how authorized users can connect to OWA. IT assistance is limited to assuring that CONFIRE network components are

operational. Assistance does not extend to support or maintenance of user owned hardware or software.

3. Violations include, by way of illustration and not limitation:
 - a. Sharing remote access sign-on credentials with unauthorized users.
 - b. Non work-related use of OWA.
 - c. Failure to conform to the terms of the CONFIRE OWA addendum.
 - d. Failure to notify CONFIRE when OWA access sign-on credentials have been compromised.
 - e. Failure to comply with CONFIRE security and computer use policies and best practices.

4. Penalties for violation of this policy (No. 3.005) will vary depending on the nature and severity of the specific violation. Any employee who violates this policy (No. 3.005) will be subject to:
 - a. Restriction of remote access rights and privileges.
 - b. Termination of remote access privileges.
 - c. Disciplinary action including but not limited to reprimand, suspension, and/or termination of employment.
 - d. Civil or criminal prosecution under federal, local and/or state law as applicable.

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

POLICY: **3.006**

TITLE: **VPN Access to CAD Livestream**

ADOPTED: [_____]

REVISED: [_____]

Summary

The purpose of this Administrative Policy is to describe Virtual Private Network (“VPN”) access to CONFIRE Computer Aided Dispatch (“CAD”) for Livestream.

Policy

1. VPN access to CAD for Livestream shall only be approved when the party seeking access is either a public fire suppression agency or law enforcement agency within San Bernardino County, or is a government agency mutual aid partner in one of the surrounding counties.
2. All costs required to enable VPN access to CAD for Livestream shall be borne by the requesting public agency unless an exception is made by the Administrative Committee.
3. The Administrative Committee retains the exclusive right to approve, deny or limit authorization to use VPN access to CAD for Livestream by any fire or law enforcement agency that is not a Member Agency or Contracting Agency.

Requests for VPN Access

1. Requests for VPN access to CAD for Livestream shall be made in writing to the Director. Requests shall be signed by the requesting agency administrator or his/her authorized designee.
2. The Director shall investigate all details of the request including the projected financial impact and then prepare a staff report and resolution for consideration by the Administrative Committee.
3. The Director shall determine if business use case warrants a temporary or permanent VPN access to CAD for Livestream.

3. Upon Administrative Committee approval, the Director or his/her designee shall provide VPN access to the requesting public agency as specified by the conditions of approval issued by the Administrative Committee.

Conditions of Use

Set forth below are the Technical Requirements, Responsibilities of CONFIRE, Responsibilities of the User, and Termination of Access. A copy of the VPN Access Agreement is **Appendix A** to this Administrative Policy.

1. Technical Requirements

- a. CONFIRE cannot guarantee the availability of a VPN connection since only a limited number of concurrent connections are available.
- b. Access to specific CONFIRE resources must be specified in the VPN Access Agreement and connections to the network will be limited to only those resources.
- c. VPN use will be controlled using password authentication and a client data encryption method.
- d. All computers connected to CONFIRE's internal networks using VPN or any other technology must use Anti-Virus software that is current and updated at least daily.
- e.

2. Responsibilities of CONFIRE

- a. CONFIRE will provide the VPN client to authorized users.
- b. CONFIRE will set up and manage the VPN gateway.
- c. CONFIRE will provide an IT Service Desk to resolve remote access issues that are under CONFIRE's control.
- d. The Director may, on a case-by-case basis, override any part of this policy.

3. Responsibilities of the User

- a. Complete the VPN Access Agreement and wait for authorization before attempting to access CONFIRE networks.
- b. Install the VPN client software on a computer whose configuration and Operating System are supported by the VPN client.
- c. Resolve all issues relating to equipment, firewalls, software, services, etc. up to the VPN gateway. CONFIRE is not responsible for home/business computer, home/business networking, Internet Service Provider connections, or other issues that occur outside the CONFIRE VPN gateway.

- d. Only attempt to access CONFIRE resources specified in the VPN Access Agreement.
- e. Only use information accessed on the CONFIRE network in conjunction with specific work conforming to a contract with CONFIRE. Willful and unauthorized disclosure of CONFIRE information is not allowed.
- f. Alert the IT Service Desk to any suspected security problems.
- g. Contact the IT Service Desk or IT On-call Technician to troubleshoot a VPN installation or connection when the problem source is on the CONFIRE side of the VPN gateway.

4. Termination

- a. Should CONFIRE determine that the user has violated the requirements for VPN access, CONFIRE will immediately terminate the VPN access and notify the user of the specific area(s) in which they are in violation. The user shall have five (5) working days, or a mutually agreed upon timeframe depending on the complexity level of the problem(s) and respective resolution(s), to correct the specified violation(s).
 - If the violation is corrected within five (5) working days or within the agreed-upon timeframe, whichever date is later, CONFIRE will reactivate the VPN remote access.
 - If the violation is not corrected within five (5) working days or within the agreed-upon timeframe, whichever date is later, CONFIRE may cancel all VPN access privileges.
- b. User access will be terminated at the end of the user's contract with CONFIRE or one (1) year, whichever occurs first. User will need to contact the IT Service Desk prior to expiration of this agreement if access is to be extended. If the VPN access is no longer needed or being used, CONFIRE will immediately terminate VPN access.
- c. Any contractor found to have violated the terms and conditions of this Policy or the Acceptable Use Agreement will be subject to immediate cancellation of VPN access and may be subject to cancellation of their contract(s) with CONFIRE.

**Appendix to
CONFIRE Policy 3.006 – VPN Access to CAD Livestream
Acceptable Use Agreement
(VPN)**

Reliable operation of the Virtual Private Network (VPN) and security of the CONFIRE network relies, in part, upon the proper conduct of the VPN users who must adhere to strict guidelines and rules.

The signature at the end of this Acceptable Use Agreement indicates the party has carefully read, understood and agrees to the terms and conditions of appropriate use of the VPN as specified in CONFIRE Administrative Committee Policy 3.006 (*VPN Access to CAD Livestream*) and in this VPM Access Agreement.

I agree to the following terms:

1. Use of the VPN is a privilege, not a right. I understand that the Management Information Services (“MIS”) Department may limit, suspend, or revoke my access to the VPN at any time. I do not consider any work performed over the VPN to be private, confidential or otherwise protected; I understand that MIS may, at any time and in any way necessary, monitor and control the connection.
2. I understand that my ability to use the VPN will require me to comply with all technical requirements imposed by MIS. I understand that those requirements may change from time-to-time. I have been provided a copy of the current requirements.
3. I understand that MIS will provide telephone assistance to troubleshoot a VPN installation or connection, during normal business hours, when the source is on the CONFIRE side of the VPN gateway; however, I understand that it is a low priority service and does not include travel to a remote site.
4. I understand that I am responsible for non-CONFIRE owned equipment and services. I understand that I am responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing, using and keeping current Anti-Virus software, installing the client software provided by CONFIRE, and paying all associated fees.
5. I understand that any non-CONFIRE owned computing equipment, while connected to the VPN, is a de facto extension of CONFIRE’s network and that I am subject to the same rules and procedures that apply to CONFIRE-owned equipment. A copy of CONFIRE’s Technology Usage Policy is available via the MIS Department.
6. I understand that I must disconnect from the VPN when I want to use the Internet for personal use.
7. I agree that I will not use the VPN to transmit images and/or text that is derogatory and/or harassing based on race, creed, color, national origin, ancestry, disability, medical condition,

marital status, sex, or sexual orientation. Moreover, I will not use the VPN to view, download, or transmit pornography, or to purchase goods and services for personal use.

- 8. I understand that the security of CONFIRE’s network is of vital importance. I will keep my password confidential. I will not allow unauthorized persons to access CONFIRE’s internal networks. I will promptly report any use of my account by others to the MIS Manager. I understand that MIS may immediately terminate my access to the VPN in the event of a security breach.
- 9. I understand that CONFIRE makes no warranties of any kind, whether expressed or implied, for the VPN service. I understand that CONFIRE will not be responsible for any damages I may suffer as a result of my use of the VPN, including, but not limited to, loss of data as a result of delays, non-deliveries, misdeliveries, or service interruptions caused by the system or by employee error or omission.
- 10. I understand that all access to the VPN may be monitored and/or recorded, to include the times, dates and duration of access. Patterns of unusual activity, which may indicate a compromised computer or account, may result in immediate termination of access and further detailed investigation.
- 11. I understand that violation of this agreement may result in the revocation of all my VPN access privileges and may also result in cancellation of my contract(s) with CONFIRE.

Name of current Anti-Virus software to be used on computers accessing the VPN:

User Name (please print): _____

User Signature: _____ **Date:** _____

Agreement Termination Date: (1 year or less from today): _____

CONFIRE employee sponsor/contact who knows about User’s contract(s) with CONFIRE: (if applicable) _____

Please describe the CONFIRE resources to which you need remote access:

APPROVED: _____

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

POLICY: **3.007**

TITLE: **Expectation of Privacy**

ADOPTED: [_____]

REVISED: [_____]

When using CONFIRE property, network and/or internet access to files, including email, a User shall have no *expectation of privacy*. CONFIRE reserves the right to monitor users' online activities, and to access, review, copy, and store or delete any electronic communication or files and/or disclose them to others as it deems necessary.

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

POLICY: **3.008**

TITLE: **Social Media**

ADOPTED: [_____]

REVISED: [_____]

Use of social media presents risks and carries with it responsibilities. To assist employees in making responsible decisions about their use of social media, CONFIRE has established these guidelines for appropriate use of social media. This policy applies to all employees.

Guidelines

Social media includes all means of communicating or posting information or content of any sort on the Internet (by way of illustration and not limitation, consider: Facebook, Twitter, Tumblr, Flickr, Instagram, a web log or blog, journal, diary, personal web site, web bulletin board or chat room). It does not matter whether the communication or posting is associated or affiliated with CONFIRE.

An employee is entirely responsible for what he/she posts online. Before creating online content, an employee should consider the risks and rewards that are involved. Conduct that adversely affects job performance, the performance of fellow employees, or otherwise adversely affects clients, customers, vendors, suppliers, or people who work on behalf of CONFIRE's business interests, may result in disciplinary action up to and including termination.

Each employee should carefully read these guidelines, CONFIRE's policies and CONFIRE's Code of Conduct, to ensure that postings are consistent with these policies. Inappropriate postings (including those that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct) will not be tolerated and may subject an employee to disciplinary action up to and including termination.

Respectfulness

Employees should always be courteous to fellow employees, clients, customers, vendors, and suppliers. Employees are more likely to resolve work problems by speaking directly with co-workers or supervisor(s) than by posting complaints on social media. Nevertheless, if an employee decides to post complaints or criticism, he/she should avoid using statements, photographs, video or audio that are malicious, obscene, threatening or intimidating, that disparage employees, clients, customers, vendors or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation, or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Honesty and Accuracy

Employees should make sure to be honest and accurate when posting information or news. If a mistake is made, it should be corrected quickly. Information or rumors that are known to be false about CONFIRE, fellow employees, consultants, clients, customers, vendors, suppliers, or competitors should never be posted.

All Content Posted Should Be Appropriate and Respectful

The confidentiality of trade secrets and confidential information should be maintained. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. An employee should not post internal reports, policies, procedures or other internal business-related confidential communications. An employee should not create a link from his/her blog, website or other social networking site to a CONFIRE website without identifying himself/herself as a CONFIRE employee.

Social Media at Work

Employees are not to use social media during working time or on CONFIRE equipment, unless it is work-related and authorized. Unless work-related, employees should not use their CONFIRE email address to register on any form of social media.

Personal Opinions Only

Employees should not represent themselves as a spokesperson for CONFIRE. If CONFIRE is a subject of content that an employee is creating, he/she must be clear and open about the fact that he/she is an employee, and clarify that his/her views do not represent those of CONFIRE, fellow employees, customers, suppliers or people working on behalf of CONFIRE. If an employee publishes a blog or online post that is related to his/her work or is associated with subjects related to CONFIRE, he/she must clarify that he/she is not speaking on behalf of CONFIRE.

Content shall not be posted on a social media site that contains images of CONFIRE equipment, uniforms, or logos must be approved by the chain of command or by the Director.

No Retaliation

CONFIRE prohibits taking adverse action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

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

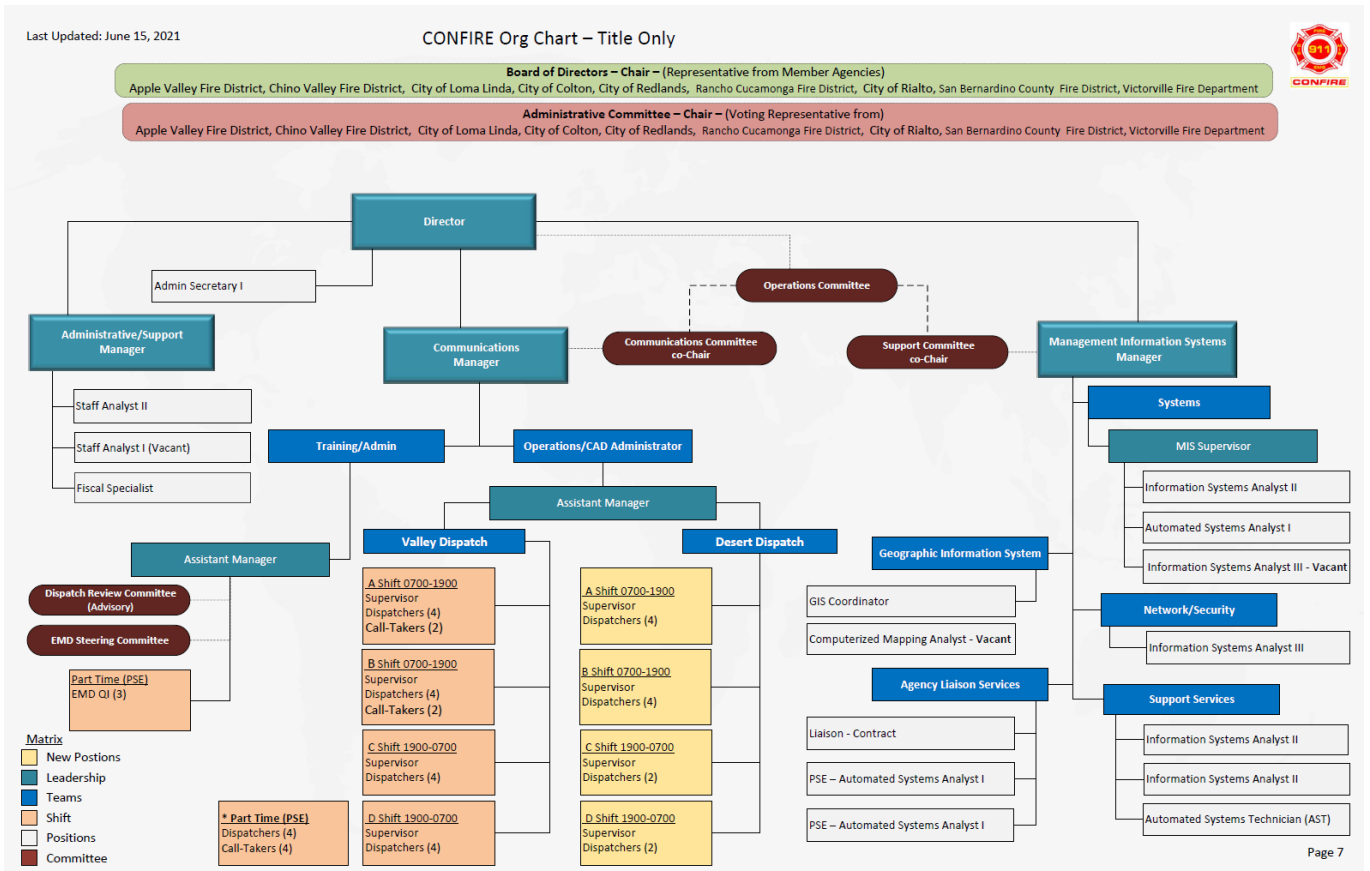
POLICY: 3.009

TITLE: Organizational Chart

ADOPTED: []

REVISED: []

The following is an organizational chart which sets forth the CONFIRE chain of command:



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

POLICY: **3.010**
TITLE: **Surplus Property**
ADOPTED: [_____]
REVISED: [_____]

CONFIRE shall dispose of surplus property in the same manner as the Restriction Designee identified in the Joint Powers Agreement. For reference only, as of the date of the adoption of this Policy, the San Bernardino County Fire Protection District serves as the Restriction Designee.

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

POLICY: **3.011**

TITLE: **Expense Reimbursement**

ADOPTED: [_____]

REVISED: [_____]

Scope

This policy applies to all CONFIRE employees and to all members of the Administrative Committee. It is intended to result in no personal gain or loss to an employee or Director.

Implementation

When CONFIRE employees or Directors have incurred out-of-pocket expenses for item(s) or service(s) appropriately related to CONFIRE business, they shall submit their requests on a reimbursement form established by the Director. Included on the reimbursement form will be an explanation of the CONFIRE-related purpose for the expenditure(s). Receipts evidencing each expense shall be attached.

The Director will review and approve reimbursement requests. Requests for reimbursement filed by the Director will be reviewed and approved by the Administrative Committee Chairperson.

All expenses must be reasonable and necessary, and employees and Directors are encouraged to exercise prudence in all expenditures.

Application

1. Definition of Reimbursable Expenses

Any expense incurred while conducting approved business activities of CONFIRE. These include expenses associated with legitimate business, travel, education and conferences. All reimbursements and travel expenses must be approved by the Director, or his/her designee.

2. Per Diem Rates

- a. Lodging Actual cost of lodging at government or corporate individual rate, if available. If a host hotel is identified, the conference rate is allowed. Cost of non-business related phone calls, or other hotel services are the financial responsibility of the employee.

Per diem rates established by the U.S. General Services Administration (GSA) for the destination location will be used to determine per diem rates for meals. GSA per diem rates for lodging will be used as a reasonable guideline for selecting lodging accommodations.

- b. Other Expenses: Transportation
 Air: Actual cost, coach or tourist class
 Bus, Shuttle, Taxi, Uber, Lyft: Actual cost
 Parking, Tolls: Actual cost
 Personal Vehicle Use: Reimbursement rate established by the Internal Revenue Service
 Rental Car: Actual cost, government or corporate rate if available, standard rental car definition of “mid-size” or smaller. Includes insurance and fees. Car rental is allowed when hotel to airport shuttles are not available, or if additional business travel during the trip is required. Other business expenses incurred while traveling on behalf of CONFIRE must be approved by the Director, or his/her designee.

Purchases

1. Employees with department credit cards are expected to utilize the credit card whenever applicable to reduce the amount needed to be reimbursed to the employee.
2. CONFIRE will make all attempts to provide per diem in advance of travel. On occasions where per diem is not available in advance of travel, the employee will be reimbursed at the per diem rate at time travel occurred.
3. Employees are responsible for producing all reimbursable receipts related to approved expenses immediately upon return to work once travel has concluded.

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

POLICY: **3.012**

TITLE: **Credit Card**

ADOPTED: [_____]

REVISED: [_____]

It is the policy of CONFIRE to establish responsibility for and facilitate acquisition of personal liability business credit cards. Commonly known as “corporate cards,” the cards are designed for employees who must travel and/or for those employees who incur reimbursable business or entertaining expenses on behalf of CONFIRE. It is also the policy of CONFIRE to reduce employee cash advances through the use of corporate cards to the extent feasible and within risk tolerances. The Director must prepare written procedures that implement this policy.

Eligibility

All employees and departments of CONFIRE are eligible for a credit card upon (1) approval by the Director, or his/her designee, and (2) having completed an application and agreed in writing to both the financial institution’s Cardholder Agreement and all applicable CONFIRE policies, procedures and timely payment requirements.

Card Limits

Cardholder limits, and single purchase limits are determined by the Administrative Committee.

Authorized Uses

Except for transactions which are specifically prohibited, a credit card may be used to pay bona fide business-related purchase transactions that have been authorized by the Director, or his/her designee. Without limitation, THE FOLLOWING USES ARE STRICTLY PROHIBITED:

- Alcoholic beverages
- Art Work
- Cash Advances or Gift Cards
- Gambling, Betting
- Legal Fees (Court Costs, Fines, Bail, Bond Payments, Equipment)
- Lottery Tickets
- Personal Items or Services
- Political or Religious Organizations
- Splitting of purchases to circumvent the card limitation
- Tax Payments

- Tobacco Products

Cardholder Responsibilities

All cardholders maintain the following responsibilities:

- Complete New Cardholder Training with the [Program Administrator], or his/her designee.
- Sign Cardholder Acknowledgment form confirming acceptance of CONFIRE's Credit Card policy and receipt of the credit card.
- The card may only be used for authorized business-related expenses.
- Create an online account to monitor transactions, reconcile monthly billing statements, and approve transactions.
- Sign the card in the signature panel.
- Maintain card security to prevent unauthorized charges.
- Monitor transactions and account activity for any unauthorized transactions.
- Immediately dispute any unauthorized transactions and notify the [Program Administrator].
- Obtain a receipt at the point of purchase and verify it for accuracy.
- Immediately report lost or stolen cards to the [Program Administrator].
- On a monthly basis, reconcile the cardholder statement with purchase documentation and all associated receipts/charge slips.
- Inform [Program Administrator] of name, telephone, address or other account changes.

Disciplinary Action(s)

Appropriate disciplinary action, up to and including termination, will be taken should a cardholder be found, through proper investigation, to have violated their cardholder responsibilities and/or CONFIRE's credit card policy.

Internal Controls

CONFIRE will establish internal controls designed to prevent and detect errors in the use and reporting of credit card transactions.

1. Monitoring

All account activity and credit card transactions will be monitored by Administrative Staff through the online card access system.

On a monthly basis, the Director will review a system generated report from the online card access system detailing all account changes including new and closed accounts, cards reported as lost or stolen, disputed transactions, and changes in authorizations limits.

On a monthly basis, the Director will review a monthly reconciliation prepared by accounting staff reconciling receipts with the master billing statement and transaction approvals.

2. Authorization

Cardholders shall receive quotes and review pricing for the best offer. Best pricing will be emailed to the Director and to the Administrative Services Manager for review against the budget. The Director will approve the quotes and send that approval to Accounts Payable, with a copy to the cardholder.

If the purchase is under One Thousand Dollars (\$1,000.00), the cardholder is authorized make the purchase with the credit card. If the purchase is over One Thousand Dollars (\$1,000.00), Accounts Payable will work with the cardholder to make the purchase using the Accounts Payable credit card.

Every card purchase must have a receipt uploaded to the online Visa Intellilink system with a code indicating the budget line item to which it will be posted. This coding will be confirmed monthly by Accounts Payable as part of the monthly closing process.

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

POLICY: **4.001**

TITLE: **Administrative Committee Officers, Generally**

ADOPTED: [_____]

REVISED: [_____]

1. The officers of CONFIRE Administrative Committee shall consist of a Chairperson and a Vice-Chairperson. The Chairperson and the Vice-Chairperson shall be members of the Administrative Committee.
2. The CONFIRE Director of Communications shall be the Secretary to the Administrative Committee, but shall be a non-voting member.
3. The Secretary shall; (a) keep the minutes of CONFIRE meetings in one (1) or more books provided for that purpose; (b) see that all notices are duly given in accordance with provisions of the Board Policies, these Administrative Policies or as required by law; (c) in general, perform all duties as, from time to time, may be assigned to him/her by the Administrative Committee.

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

POLICY: **4.002**

TITLE: **Administrative Committee Chairperson**

ADOPTED: [_____]

REVISED: [_____]

The Chairperson shall preside over all Administrative Committee meetings. The Chairperson shall have the same rights as the other members of the Administrative Committee in voting, introducing motions, resolutions, and any discussion related to such actions.

In the absence of the Chairperson, the Vice-Chairperson shall serve as chairperson. If the Chairperson and Vice-Chairperson of the Administrative Committee are both absent, assuming a quorum is present, the remaining members present shall select one of themselves to act as chairperson of the meeting.

The Administrative Committee Chairperson shall maintain the Personnel Records of the Director of Communications.

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

POLICY: **5.001**

TITLE: **Administrative Committee Meetings**

ADOPTED: [_____]

REVISED: [_____]

REGULAR MEETINGS

- A. A regular public meeting of the Administrative Committee, unless waived at the organizational meeting, shall be held at least once each quarter (January-March) (April-June) (July-September) and (October-December)
- B. The date, time and place of Regular Meetings shall be established by resolution of the Administrative Committee pursuant to the provisions of Section 54954 of the Government Code.
- C. Notice of each regular meeting of the Administrative Committee shall be given to the respective Administrative Committee Member of each CONFIRE Member Agency at least fourteen (14) calendar days prior to such meeting and an agenda for such meeting shall accompany the notice.
- D. The Administrative Committee shall hold an annual organizational meeting at its regular meeting in January. At this meeting, the Administrative Committee will elect a Chairperson and a Vice Chairperson from among its members to serve during the coming calendar year.

NON-EMERGENCY SPECIAL MEETINGS

- A. Special meetings of the Administrative Committee may be called by:
 - 1. The Administrative Committee Chairperson; or
 - 2. A quorum of the Administrative Committee; or
 - 3. The Director; or
- B. Seven (7) calendar days prior written notice of a special meeting shall be given to all Members of the Administrative Committee and the Director of Communications.
 - 1. An agenda specifying the matters to be considered and/or acted upon at the special meeting shall accompany the notice of the meeting.

2. Business conducted at the noticed meeting shall be limited to those items specified in the agenda.
3. However, if deemed necessary, due to the urgent nature of the issue, the Chairperson of the Administrative Committee, by its own motion, may call for an emergency meeting on a twenty-four (24) hour notice for the purpose of discussing a specific issue.

Emergency Special Meetings

- A. In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Administrative Committee may hold an emergency Special Administrative Committee meeting without complying with the twenty-four (24) hour notice required above. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by Director, Chairperson or Vice Chairperson (in the Chairperson's absence).
- B. Newspapers of general circulation in CONFIRE, radio stations and television stations which have requested notice of Special Administrative Committee meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by at least one (1) hour prior to the emergency Special Administrative Committee meeting. In the event that telephone services are not functioning, the notice requirement of one (1) hour is waived, but the Director, or his/her designee, shall notify such newspapers, radio stations, or television stations of the fact of the holding of the emergency Special Administrative Committee meeting, and of any action taken by the Administrative Committee, as soon after the meeting as possible.
- C. No closed session may be held during an emergency Special Administrative Committee meeting, unless agreed to by two-thirds of the Administrative Committee, or if less than two thirds of the Administrative Committee is present by unanimous vote, during the emergency meeting. All other rules governing Special Administrative Committee meetings shall be observed with the exception of the twenty-four (24) hour notice. The Minutes of the emergency Special Administrative Committee meeting, a list of persons the Director, or his/her designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten (10) days in the CONFIRE office as soon after the meeting as possible.

GENERAL PROVISIONS

- A. Regular, special and emergency meetings shall be held within the County of San Bernardino.
- B. Provided they are not contrary to the Board Policies, these Administrative Policies or the Joint Powers Agreement, or the Brown Act, Robert's Rules of Order shall govern all meetings of the Administrative Committee.

- C. All Administrative Committee Members and the Director shall be notified of the scheduling of any meeting and the purpose or purposes for which it is called.
- D. Newspapers of general circulation in CONFIRE area, radio stations and television stations, organizations, and property owners who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by a mailing unless the Special Administrative Committee meeting is called less than one (1) week in advance, in which case notice, including business to be transacted, will be given by telephone during business hours as soon after the meeting is scheduled as practicable.
- E. The Chairperson shall determine the order in which agenda items shall be considered for discussion and/or action by the Administrative Committee.
- F. The Chairperson and the Director shall ensure that appropriate information is available for the audience at meetings of the Administrative Committee, and that physical facilities for meetings are functional and appropriate.
- G. **Adjourned Meetings**

A majority vote by the Administrative Committee may terminate any Administrative Committee meeting at any place in the agenda and adjourn to any time and place specified in the order of adjournment; except that, if less than a quorum of the Administrative Committee is present at any regular or adjourned regular meeting, the Director may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment to be given to those specified in the provisions of *Non-Emergency Special Meetings* above.

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

POLICY: 5.002
TITLE: Administrative Committee Meeting Agenda
ADOPTED: [_____]
REVISED: [_____]

The Director, in conjunction with the Chairperson, shall cause an agenda to be prepared for each regular and special meeting of the Administrative Committee. Any member of the Administrative Committee may direct the Director to place an item on the agenda.

Regular Meetings

An agenda shall be posted conspicuously for public review at the CONFIRE offices and on the CONFIRE website at least seventy-two (72) hours prior to the time of the meeting.

Special Meetings

An agenda shall be posted conspicuously for public review at the CONFIRE offices and on the CONFIRE website at least twenty-four (24) hours prior to the time of the meeting.

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

POLICY: **5.003**

TITLE: **Minutes of Administrative Committee Meetings**

ADOPTED: [_____]

REVISED: [_____]

The Secretary of the Administrative Committee shall keep Minutes of all regular and special meetings of the Administrative Committee.

An audio recording will be made of regular and special meetings of the Administrative Committee for the purpose of ensuring accurate and complete Minutes. Such audio recording shall be saved electronically.

Motions or resolutions shall be recorded in the Minutes as having passed or failed, and individual votes will be recorded unless the action was unanimous.

All resolutions adopted by the Administrative Committee shall be numbered consecutively, starting new at the beginning of each year. In addition to other information that the Administrative Committee may deem to be of importance, the following information (if relevant) shall be included in the Minutes of each meeting:

1. Date, place and type of each meeting;
2. Administrative Committee Members, or Alternates, present and absent by name;
3. Administrative staff present by name;
4. Call to order;
5. Time and name of late arriving Administrative Committee Members or Alternates;
6. Time and name of early departing Administrative Committee Members or Alternates;
7. Names of Administrative Committee Members absent during any agenda item upon which action was taken;
8. Summary record of staff reports;
9. Summary record of public comment regarding matters not on the agenda, including names of commentators;

10. Approval of the Minutes or modified Minutes of preceding meetings;
11. Approval of financial reports;
12. Record by number (a sequential range is acceptable) of all warrants approved for payment;
13. Complete information as to each subject of the Administrative Committee's deliberation;
14. Record of the vote of each Administrative Committee Member on every action item for which the vote was not unanimous;
15. Resolutions described as to their substantive content and sequential numbering;
16. Record of all contracts and agreements, and their amendment, approved by the Administrative Committee;
17. Approval of the draft annual budget for consideration by the Board;
18. Approval of all polices, rules and/or regulations;
19. Approval of all dispositions of CONFIRE assets;
20. Approval of all purchases of CONFIRE assets; and
21. Time of meeting's adjournment.

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

POLICY: **6.001**

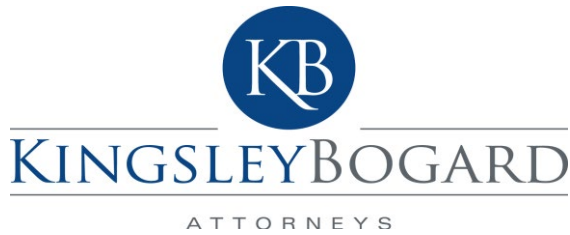
TITLE: **Communications and Support Committee**

ADOPTED: [_____]

REVISED: [_____]

Communications and Support Committee

- A. There is hereby established a Communications and Support Committee which shall be organized and be responsible for functions as hereinafter set forth.
- B. Each public agency that is a member of CONFIRE shall be entitled to one (1) seat on the Communications and Support Committee for each public-safety department which shares in the use of the CONFIRE System, and shall be entitled to one (1) vote per member thereon. Such vote may be cast only by the official representative to the Communications and Support Committee in physical attendance, or by the designated alternate if such official representative is absent.
- C. The Chief Officer or Executive of each member agency shall appoint a representative and alternate representative to the Communications and Support Committee.
- D. The Communications Manager shall chair the Communications and Support Committee and report all significant decisions to the Administrative Committee for concurrence.
- E. The Communications and Support Committee may establish rules for its own procedures. There shall be regularly scheduled meetings held to consider all matters dealing with liaison between CONFIRE and department personnel, operation of CONFIRE, and future planning.
- F. The daily operation of CONFIRE shall be conducted under the direction and supervision of the Communications Manager; however, he/she may call emergency meetings of the Communications and Support Committee should the need arise to meet operational requirements.
- G. The Communications and Support Committee shall provide to the Administrative Committee recommended solutions to operational problems.
- H. Members of the Communications and Support Committee, except for the Coordinator of Communications, shall serve without compensation for their services to CONFIRE.



CLIENT UPDATE

Executive Order 08-21 (Update on Remote Meeting Authorization)

(Cal. Gov. Code §§11120, et seq.
and 54950, et seq.)

*For further information, please contact Paul R. Gant at
pgant@kblegal.us*

On June 11, 2021, Governor Gavin Newsom issued Executive Order 08-21 (“Order”). A portion of the Order withdrew a provision of a prior executive order (Executive Order 29-20) allowing school districts and other public agencies to hold their meetings remotely by teleconference/videoconference, rather than in person as would typically be required by the Brown Act and other public meeting laws.

Notably, the Order does not require an immediate return to public meetings. But, the Order did set **September 30, 2021** as the last day on which remote meetings may be held. After this date, the Order will expire, and meetings must be open to the public as they were before the pandemic began.

In the meantime, agencies that continue holding their meetings via teleconference/videoconference must continue to comply with the guidelines governing such remote meetings announced at the beginning of the pandemic. Briefly summarized, these guidelines require:

- Give advance notice of the time of, and post the agenda for, each public meeting pursuant to the timeframes prescribed in the Bagley-Keene Act or the Brown Act.
- Provide notice of the means in which the public may observe the meeting and offer comment.
- Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act.
- Advertise the procedure for requests for reasonable accommodation at each time notice is given of public meetings.

If you have questions about the Order, or any other matter affecting your agency, please feel free to contact our office.

Nothing in this post is intended to provide legal advice. If you have any questions about this publication or any other issue, please contact Kingsley Bogard LLP.