



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JUNE 23, 2026 – 1:00 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, June 23, 2026, in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

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

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

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

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

Liz Berry
1743 Miro Way, Rialto, CA 92376
909-356-2302
lberry@confire.org

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT ITEMS

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

- [1.](#) Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee Minutes of May 26,2026
- [2.](#) CONFIRE Operations Statement as of May 31, 2026.
- [3.](#) Fund Balance Report as of May 31, 2026.
- [4.](#) YTD Call Summary
- [5.](#) YTD Answer Time
- [6.](#) YTD Billable Incidents
- [7.](#) Call Processing Time Analysis - May 2026
- [8.](#) ECNS Report - May 2026
- [9.](#) Mat Fratus Consulting Agreement Renewal
- [10.](#) EMK Consulting Agreement Renewal
- [11.](#) Agreement for Emergency Communication Nurse System - Nurse Consultant
- [12.](#) FY 2026-27 Agency Agreements

EMPLOYEE RECOGNITION

Mallory Osekowsky - Sarah Richardson - ECN
Damian Parsons - Ivan Ramirez - Fiscal Manager

DIRECTOR REPORT

- a. Communications Division Update - Angela Haddad
- b. Finance/Admin. Division Update - Damian Parsons
- c. MIS Division Update - Renan Mamaril
- d. EMS Division Update - Chief Joe Barna

SUBSIDIARY COMMITTEE REPORTS

- a. Ops Chief Committee Report - Chief Augie Barreda

NEW BUSINESS

- 13. Agreement between CONFIRE and Rancho Cucamonga Fire Protection District for Josh Stapleton - Damian Parsons - **ACTION ITEM**
- 14. Approval of New Job Descriptions for Positions Added in 2026-27 Budget - Damian Parsons - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

- 15. Review and update existing Litigation - Government Code section 54956.9: AMR Lawsuit
- 16. Conference with Real Property Negotiators - Government Code section 54956.8
 - Property: 1743 Miro Way, Rialto, CA
 - Agency Negotiator: Nathan Cooke, Interim Executive Director
 - Negotiating parties: County of San Bernardino
 - Under Negotiation: Price and terms of payment

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: July 28, 2026, at 1:00 p.m.

POSTING:

This is to certify that on June 15, 2026. I posted a copy of the agenda:

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

/s/ Liz Berry

Liz Berry
Clerk of the Board



JOINT MEETING OF THE CONFIRE BOARD OF DIRECTORS AND

ADMINISTRATIVE COMMITTEE

TUESDAY, MAY 26, 2026 – 1:00 P.M.

598 S. TIPPECANOE AVE., 1ST FLOOR ASSEMBLY ROOM, SAN BERNARDINO, CA

MINUTES

ROLL CALL

BOARD OF DIRECTORS:

Madam Chair – Lynne Kennedy – City of Rancho Cucamonga
Vice Chair – Phill Dupper – City of Loma Linda, *Arrived at 1:25 PM*
Dan Leary, Director – Apple Valley Fire Protection District
Harvey Luth, Director – Chino Valley Fire District
David Toro, Director – City of Colton
Marc Shaw, Director – City of Redlands
Andy Carrizales, Director – City of Rialto
Joe Baca, Jr., Director – San Bernardino County
Elizabeth Becerra, Director – City of Victorville

ADMINISTRATIVE COMMITTEE MEMBERS:

Chair - Chief Dan Harker, Loma Linda Fire Department
Vice Chair – Chief Rich Sessler, Redlands Fire Department
Chief Buddy Peratt, Apple Valley Fire Protection District
Chief Dave Williams, Chino Valley Fire District, *Exited at 2:25 PM*
Chief Justin Weems, Colton Fire Department
Chief Mike McCliman, Rancho Cucamonga Fire Department
Chief Chris Jensen, Rialto Fire Department
Chief Bertral Washington, San Bernardino County Fire
Chief Bobby Clemmer, Victorville Fire Department

CALL TO ORDER

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

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Board of Directors and Administrative Committee. (Limited to 3 minutes for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

Director Joe Baca Jr. recused himself from Closed Session.

BOARD OF DIRECTORS CONSENT ITEMS

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

1. Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee Minutes of February 24, 2025
2. CONFIRE Operations Statement as of April 30, 2026
3. Fund Balance Report as of April 30, 2026
4. YTD Call Summary
5. YTD Answer Time
6. YTD Billable Incidents
7. Call Processing Time Analysis – April 2026
8. ECNS Report – April 2026

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

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

Motion by: *Director Joe Baca Jr.*

Second: *Director Marc Shaw*

Lynne Kennedy – Yes

Phill Dupper – Absent

Dan Leary – Yes

Harvey Luth - Yes

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1, *Director Phill Dupper*

Motion Approved

EMPLOYEE RECOGNITION

9. Communications – Angela Haddad: Ashley Fisher, Dispatcher
Manny Vasquez, Dispatcher

Dispatchers Ashley Fisher and Manny Vasquez were both recognized as nominees for Dispatcher of the Year by IAED Navigator. International Academies of Emergency Dispatch (IAED) serves as a global networking, educational, and professional development hub for 911 public safety telecommunicators, communications center leaders, and emergency response innovators. For two CONFIRE dispatchers to receive this nomination is a great honor.

DIRECTOR UPDATE - CONFIRE Director to give an update on the various activities within CONFIRE.

- *International Academies of Emergency Dispatch (IAED) hosted its Navigator 2026 conference at the MGM Grand Hotel in Las Vegas. The theme was “Raising the Stakes: Excellence for Every Emergency.” Having two CONFIRE dispatchers recognized for rising above and beyond in front of over 1,700 peers is amazing.*
- *Thanked all Board Members and Chiefs for staying engaged with the ambulance contract. It has been a long journey which started in 2023. We now have a go live date of October 1st. Millions of residents will be positively affected.*
- *Implementation team will engage starting June 1st.*
- *This will be the largest ambulance transition in California history.*
- *CONFIRE has applied for the Department of Transportation’s Civic Roads Grant for ECNS funding. If approved will bring back to the Board.*
- *Reminded the Board that June 2nd is the Valley Communications Center ribbon cutting ceremony. This is a state-of-the-art facility that will position us for growth into the future.*
- *CONFIRE is currently in negotiations to acquire the current Miro way campus to serve as the CONFIRE/Priority Joint Headquarters.*

NEW BUSINESS

10. Request for Proposal – Arrowbear Lake Fire Department – Nathan Cooke – **ACTION ITEM**

ACTION REQUEST: Upon completion of a pending (draft) standard agreement, authorize the CONFIRE Interim Executive Director to enter into a formal agreement to provide emergency communications services for Arrowbear Lake Fire Department.

Arrowbear Lake Fire Department is a small combination career/volunteer fire department in the San Bernardino Mountains on Highway 330 between Running Springs and the Big Bear Lake/Fawnskin area. It serves the community of Arrowbear lake under the authority of the Arrowbear Park County Water District. The department responds to

approximately 174 fire and emergency medical calls per year. It is currently dispatched by CAL FIRE San Bernardino Unit Emergency Communications Center (ECC)

Arrowbear Lake Fire made a formal request for proposal from CONFIRE in a letter dated March 14, 2023. At that time the agency opted not to enter into an agreement with CONFIRE after some initial discussions. In November of 2025, Arrowbear Lake contacted CONFIRE requesting to revisit the original request for a proposal.

CONFIRE has provided an estimate for such services to Arrowbear Lake, who have indicated a desire to move forward with an agreement. The agency has a need to begin services with CONFIRE no later than June 30, 2026. CONFIRE Board Policy 5.003 “Qualifications for Status as a Contracting Party” requires an agency requesting a dispatch services agreement to be sponsored by a member agency and be approved by the Board of Directors. Arrowbear Lake Fire is requesting such an endorsement from the San Bernardino County Fire District.

The agreement with Arrowbear lake Fire would be formatted in a manner consistent with similar agreements with current Contracting Agencies such as Big Bear Fire Authority and Montclair Fire Department. These agreements have been developed and vetted by CONFIRE’s legal counsel and utilized successfully for many years.

Arrowbear Lake’s low call volume will have minimal impact on daily operations at CONFIRE. Dispatching for Arrowbear lake will improve operations between its neighboring agencies (Running Springs, San Bernardino County, and Big Bear) by having all the agencies in the vicinity dispatched by CONFIRE.

It is recommended that the CONFIRE Board of Directors authorize the CONFIRE Interim Executive Director to enter into an agreement with Arrowbear lake Fire Department pending the receipt of a letter of support from a member agency and a final agreement by the Arrowbear Lake Board of Directors, or its designee.

Fiscal Impact

CONFIRE will be compensated by Arrowbear lake Fire per the signed agreement. The estimated cost to Arrowbear Lake Fire Department is between \$20,000-\$30,000 per year based on optional services it may or may not choose to utilize. CONFIRE will not add staffing to accommodate this new agency, thus the fiscal impact will be negligible.

ACTION: *The CONFIRE Board of Directors authorizes the CONFIRE Interim Executive Director to enter into a formal agreement to provide emergency communications services for Arrowbear Lake Fire Department.*

Motion by: *Director Joe Baca Jr.*

Second: *Director Marc Shaw*

Lynne Kennedy – Yes

Phill Dupper – Absent
Dan Leary – Yes
Harvey Luth - Yes
David Toro– Yes
Marc Shaw - Yes
Andy Carrizales – Yes
Joe Baca, Jr. - Yes
Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1, *Director Phill Dupper*

Motion Approved

11. CONFIRE EMS Division Loan Agreement – City of Ontario – Damian Parsons – ACTION ITEM

ACTION REQUEST: Authorize the Chairperson to sign and execute the revised loan from the City of Ontario in the amount of \$20,000,000 for ambulance operation startup costs.

On December 5, 2023, the County of San Bernardino awarded CONFIRE the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract (EMS Contract).

On September 12, 2024, the State Superior Court issued an injunction halting the implementation of services, which had been scheduled to begin on October 1, 2024.

On May 6, 2026, the State Superior Court lifted the injunction, allowing CONFIRE to reestablish the implementation process and proceed toward system deployment.

To adhere to the provisions, set forth in the EMS Contract and to fund the startup costs associated with providing these services, CONFIRE sought to secure a loan in an amount not-to-exceed \$20,000,000. On December 11, 2023, the Board of Directors authorized the execution of a loan agreement between CONFIRE and the City of Ontario in the amount of \$20,000,000.

The original contract has been revised to update terms and clarify the language.

Fiscal Impact

The loan funding would be deposited into the EMS Division Enterprise Fund (5020) and used for ambulance administration and operation-related expenses and payments. The term of the loan “Maturity Date” will be 2 years from payment of the first draw.

The 2026-27 EMS Fund (5020) budget includes the first-year costs for loan repayment.

ACTION: *The CONFIRE Board of Directors authorizes the Chairperson to sign and execute the revised loan from the City of Ontario in the amount of \$20,000,000 for ambulance operation startup costs.*

Motion by: *Director Andy Carrizales*

Second: *Director Elizabeth Becerra*

Lynne Kennedy – Yes

Phill Dupper – Absent

Dan Leary – Yes

Harvey Luth - Yes

David Toro– Yes

Marc Shaw - Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: *8*

Noes: *0*

Abstain: *0*

Absent: *1, Director Phill Dupper*

Motion Approved

12. Adoption of Exempt Compensation Plan – Damian Parsons – **ACTION ITEM**

ACTION REQUEST: Adopt the CONFIRE Exempt Compensation Plan, establishing compensation and terms and conditions of employment for Exempt Group employees.

Exempt employees at CONFIRE are currently compensated under the San Bernardino County Special Districts and Fire District Compensation Plan. That compensation framework was developed for San Bernardino County special districts and the San Bernardino County Fire Protection District and does not fully reflect CONFIRE's organizational structure, classifications, operational assignments, or administrative needs.

CONFIRE staff, in coordination with the County Human Resources Department, developed a CONFIRE-specific compensation plan based on the existing County framework.

Fiscal Impact

Approval of the CONFIRE Exempt Compensation Plan will result in approximately \$809,354 in new ongoing annual personnel costs for the projected 32 Exempt Plan positions. Most of these costs are associated with the proposed reorganization and attributed to the EMS Division 5020 Fund, including new and revised classifications

necessary to support expanded operational and administrative responsibilities. The projected cost also includes impacts associated with the proposed (2) 3% cost-of-living adjustments and the proposed reclassification of the ECC Chief and Finance Administration Director classifications.

ACTION: *The CONFIRE Board of Directors approves the adoption of the CONFIRE Exempt Compensation Plan as presented.*

Motion by: *Director Phill Dupper*

Second: *Director Andy Carrizales*

Lynne Kennedy – Yes

Phill Dupper – Yes, Arrived at 1:26 pm

Dan Leary – Yes

Harvey Luth - Yes

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: *9*

Noes: *0*

Abstain: *0*

Absent: *0*

Motion Approved

13. 2026-27 Budget Presentation – Nathan Cooke/Damian Parsons – **ACTION ITEM**

ACTION REQUEST: Approve the FY 2026-2027 Budget as presented.

Finance/Administration Director, Damian Parsons reviewed a PowerPoint presentation detailing the proposed budget of \$203,488,684. This budget includes 7 funds:

- *Fund 5008 – General Fund (Operations) \$15,803,846*
- *Fund 5009 – Equipment Reserve, \$410,000*
- *Fund 5010 – General Reserve, \$1,202,200*
- *Fund 5011 – Term Benefit Reserve, \$1,069,775*
- *Fund 5019 – CAD to CAD, \$225,112*
- *Fund 5020 – Emergency Medical Services, \$198,137,458*
- *Fund 5030 – Emergency Communications Nurse System, \$2,335,171*

Interim Executive Director Nathan Cooke and Finance/Administration Director Damian Parsons highlighted new initiatives and strategic goals, while stressing key priorities for

the 2026-27 budget year. The presented budget shows fiscal responsibility while focusing on transparency.

ACTION: *The CONFIRE Board of Directors approves the 2026-27 budget as presented.*

Motion by: *Director Phill Dupper*

Second: *Director Andy Carrizales*

Lynne Kennedy – Yes

Phill Dupper – Yes

Dan Leary – Yes

Harvey Luth – No

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 1-Director Harvey Luth

Abstain: 0

Absent: 0

Motion Approved

14. FY 2026-27 Budget Resolution 2026-01 – Damian Parsons – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee requests the CONFIRE Board of Directors accept and adopt Resolution 2026-01, Adoption of Annual Budget for the Fiscal Year ending June 30, 2027.

ACTION: *The CONFIRE Board of Directors approves and adopts Resolution 2026-01, FY 2026-27 budget as presented.*

Motion by: *Director Andy Carrizales*

Second: *Director Phill Dupper*

Lynne Kennedy – Yes

Phill Dupper – Yes

Dan Leary – Yes

Harvey Luth - No

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 1, Director Harvey Luth

Abstain: 0

Absent: 0

Motion Approved

CLOSED SESSION

**Director Joe Baca Jr. recused himself from Closed Session.*

***The Board of Directors and Administrative Committee entered Closed Session at 1:58 p.m.*

15. Review and update Existing Litigation – Government Code section 54956.9: AMR Lawsuit

**The Board of Directors and Administrative Committee came out of Closed Session at 2:23 p.m.*

No reportable action from Closed Session.

ADMINISTRATIVE COMMITTEE CONSENT ITEMS

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

16. Approve Administrative Committee Minutes of April 28, 2026.
17. CONFIRE Operations Statement as of April 30, 2026.
18. Fund Balance Report as of April 30, 2026.
19. YTD Call Summary
20. YTD Answer Time
21. YTD Billable Incidents
22. Call Processing Time Analysis – April 2026
23. ECNS Report – April 2026
24. Amendment to Consultant Agreement - Mat Fratus Consulting

Motion to accept all items on Consent.

Motion by: *Chief Buddy Peratt*

Second: *Chief Rich Sessler*

Ayes: 8

No: 0

Abstain: 0

Absent: 1, *Chief Dave Williams*

Motion Approved

NEW BUSINESS

25. Agreement between CONFIRE and CVFD for Chief Dean Smith – Nathan Cooke – **ACTION ITEM**

On December 5, 2023, the County of San Bernardino awarded CONFIRE the Advanced life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract (EMS Contract).

On September 12, 2024, the State Superior Court issued an injunction halting the implementation of services.

On May 6, 2026, the State Superior Court lifted the injunction, allowing CONFIRE to re-establish the implementation process and proceed toward system deployment.

To organize a successful transition, San Bernardino County Fire Chiefs will use the incident command system to organize resources and have selected Chief Smith to serve as the Operations Section Chief for the CONFIRE EMS Division Implementation Team.

This implementation team has already begun working on the project. Priorities have been identified for Chief Smith to build the foundation and included in the scope of work for the consulting agreement:

- a. Work with CONFIRE Staff and Implementation Team members to ensure all aspects of the County Ground Ambulance Contract are fulfilled prior to implementation on October 1, 2026.*
- b. Coordinate and work with Priority Ambulance staff on all aspects of their obligations related to the requirements in the Contract, to ensure all obligations of agreement prior to October 1, 2026.*
- c. Perform all duties and functions related to serving as the Deputy Incident Commander for the CONFIRE EMS Division Implementation Team.*

Fiscal Impact

Total costs for the five-month term will not exceed \$185,000. The current year costs are estimated at \$33,959 and will be paid by the balance of the loan to the EMS Fund 5020 from the General Reserve Fund (5010)

The remaining costs, estimated at \$151,041 for the budget year 2026-27 will be paid from the EMS Fund 5020 operating budget.

Motion to authorize the Interim Executive Director to execute and enter into an agreement between CONFIRE and Chino Valley Independent Fire District (CVFD), to authorize Dean Smith to serve as Operations Section Chief for the CONFIRE Ambulance

Contract Implementation Team. Amount not to exceed \$185,000 for the initial five-month term.

Motion by: *Chief Bertral Washington*

Second: *Chief Mike McCliman*

Ayes: 8

No: 0

Abstain: 0

Absent: 1, *Chief Dave Williams*

Motion Approved

26. Consulting Services from Division Chief Joe Barna – Nathan Cooke – **ACTION ITEM**

Effective May 2, 2026, the San Bernardino County Fire Protection District agreed to assign Division Chief, Joe Barna to CONFIRE to provide consulting services in support and the administration and implementation of the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract (EMS Contract).

Division Chief Barna was previously assigned to the Ground Ambulance Services implementation team where he performed a critical role in establishing the administrative and financial policies and processes for the ambulance services.

On May 6, 2026, the State Superior Court lifted the injunction, allowing CONFIRE to re-establish the implementation process and proceed toward system deployment.

The implementation team has already begun working on the project. Chief Barna will resume the implementation of administrative and financial policies and processes in support of the Ground Ambulance Services contract.

The current contract (No. 23-1183) between the San Bernardino County Fire Protection District and CONFIRE allows for each entity to pay for the provision of additional services, therefore a new agreement for these services is not necessary. CONFIRE will reimburse San Bernardino the not-to-exceed amount of \$535,692 for the twelve-month period.

Fiscal Impact

The current year costs for these services two months is approximately \$89,282 and will be paid by the balance of the loan to the EMS fund 5020 from the General Reserve Fund (5010)

All costs for these services for budget year 2026-27 will be paid from the EMS Fund 5020 operating budget.

Motion to authorize the reimbursement of salary and benefits costs in the amount not to exceed \$535,692 to the San Bernardino County Fire Protection District for the services of Joe Barna retroactive to May 2, 2026, for a twelve-month term ending on May 1, 2027.

Motion by: *Chief Buddy Peratt*

Second: *Chief Rich Sessler*

Ayes: 8

No: 0

Abstain: 0

Absent: 1, *Chief Dave Williams*

Motion Approved

ROUND TABLE

CLOSED SESSION

***No Closed Session*

ADJOURNMENT

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

The meeting adjourned at 2:41 p.m.

Upcoming Meeting: Administrative Committee Meeting, Tuesday, June 23, 2026 @ 1:00 p.m.
Loma Linda EOC, 25541 Barton Rd., Loma Linda, CA

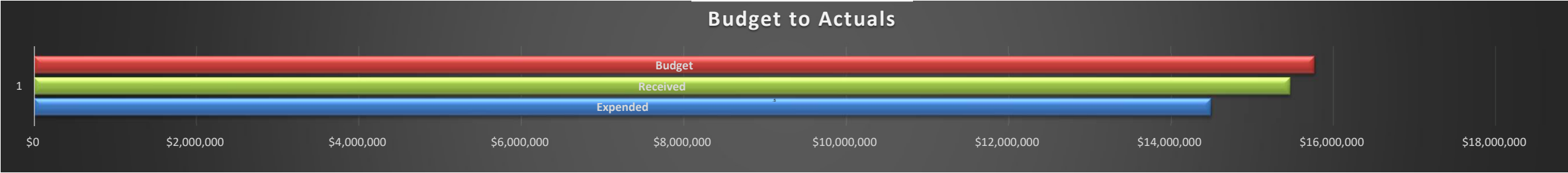
 /s/ Liz Berry
Liz Berry
Clerk of the Board



OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2025-26

Expenditures	July	Aug	Sep	3 PP Oct	Nov	Dec	Jan	Feb	Mar	3 PP Apr	May	June	Total YTD Expended	2025/26 Budget	Bud - Exp Difference	% Used
Salary/Benefits	711,761	755,969	724,721	1,148,080	790,165	842,579	776,260	781,033	826,268	1,489,229	847,959	-	9,694,025	10,879,850	\$1,185,825	89.1%
Overtime/Call Back	34,366	31,923	32,584	48,906	30,610	33,910	25,382	28,834	30,844	55,120	35,357	-	387,834	-	-\$387,834	0.0%
Phone/Circuits/Internet	30,938	1,348	36,543	25,468	24,196	27,803	32,448	28,553	36,228	33,068	12,559	-	289,153	316,018	\$26,865	91.5%
County IS/Data Services/Counsel	440	5,029	7,583	2,306	2,852	2,349	2,853	27,773	4,491	2,506	1,034	-	59,218	59,905	\$687	98.9%
Radio/Pager, Console Maint	-	22,678	22,678	22,678	22,678	22,678	25,979	22,204	22,204	22,403	23,010	-	229,192	205,559	(\$23,633)	111.5%
Computer Software	335,785	892,083	190,479	668,132	810	23,168	5,877	117,602	292,432	11,793	-	-	2,538,161	2,663,919	\$125,758	95.3%
Computer Hardware	14	(8,358)	16,729	-	-	-	-	1,806	8,964	-	-	-	19,155	15,250	(\$3,905)	125.6%
Office Exp/Copier Lease	11,374	4,779	31,311	13,364	27,777	6,145	2,957	30,379	7,196	32,542	2,741	-	170,566	91,435	(\$79,131)	186.5%
Insurance/Auditing	(41,272)	18,119	217,532	4,900	-	-	-	-	-	6,820	-	-	206,099	303,998	\$97,899	67.8%
Payroll/HR/Medical Director	26,513	(40,440)	147,092	(41,602)	124,429	80,881	(60,015)	52,110	62,049	27,219	23,522	-	401,758	649,321	\$247,563	61.9%
Travel/Training	17,879	(13,344)	8,815	9,127	4,840	3,741	421	2,237	2,903	16,532	-	-	53,151	115,592	\$62,441	46.0%
Auto/Structure/Fuel	1,839	2,013	2,938	5,669	4,198	2,630	4,120	3,794	873	4,387	2,528	-	34,988	60,590	\$25,602	57.7%
Other/HDGC Rent/Equip Trans	16,713	3,823	26,788	17,645	13,423	14,680	226,487	14,750	24,952	21,116	30,330	-	410,706	405,938	(\$4,768)	101.2%
Total	1,146,349	1,675,623	1,465,794	1,924,675	1,045,976	1,060,565	1,042,770	1,111,074	1,319,404	1,722,735	979,041	-	14,494,005	15,767,375	\$1,273,370	91.9%
% Fiscal Year Passed																92%

Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
Services	3,934,989	(133,259)	(685)	3,909,044	-	-	3,945,387	-	-	3,717,828	1,420	-	15,374,725	15,691,744	317,019	1
Interest	47,234	(47,234)	-	40,977	-	-	34,388	-	-	49,505	-	-	124,870	-	(124,870)	-
Other		(51,551)	-	-	10,545	-	-	6,939	-	-	-	-	(34,067)	-	34,067	-
Total	3,982,223	(232,044)	(685)	3,950,021	10,545	-	3,979,776	6,939	-	3,767,333	1,420	-	15,465,528	15,691,744	226,216	0.99
% Fiscal Year Passed																92%





**FY 2025-2026
Unaudited Fund Balance Report
as of May 31, 2026**

Operations Fund (5008)

Unaudited Fund Balance 7/1/25		\$	3,092,812
Revenue	15,464,108		
Expenditures	<u>(14,493,345)</u>		
Net			970,763
Net Transfers In/Out			-
Available Fund Balance		\$	<u>4,063,575</u>

*FY 2025-26 Operating costs 10% is \$1,569,174 Per Board Policy

Equipment Reserve Fund (5009)

Unaudited Fund Balance 7/1/25		\$	2,294,392
Revenue	711,747		
Expenditures	<u>(94,689)</u>		
Net			617,058
Available Fund Balance		\$	<u>2,911,450</u>

General Reserve Fund (5010)

Unaudited Fund Balance 7/1/25		\$	7,181,591
Revenue	295,969		
Expenditures	<u>(408,901)</u>		
Grant Funds Due to CAD to CAD	-		
Net			(112,932)
Fund Balance			<u>7,068,659</u>
Net Transfers In/Out			-
Total Fund Balance		\$	<u>7,068,659</u>
Restricted Fund Balance			
Reserve for CIP	(2,200,000)		
Net Committed			(2,200,000)
Available Fund Balance		\$	<u>4,868,659</u>

*FY 2025-26 Operating costs 25% is \$3,941,844

Term Benefits Reserve Fund (5011)

Unaudited Fund Balance 7/1/25		\$	2,013,843
Revenue	208,999		
Expenditures	<u>-</u>		
Net			208,999
Net Transfers In/Out			-
Available Fund Balance		\$	<u>2,222,842</u>



FY 2025-2026
Unaudited Fund Balance Report
as of May 31, 2026

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

Unaudited Fund Balance 7/1/25			\$	450,624
Revenue		92,109		
Expenditures		(207,691)		
	Net			(115,582)
	Net Transfers In/Out			-
Available Fund Balance			\$	335,042

Emergency Medical Service Division Enterprise Fund (5020)

Unaudited Fund Balance 7/1/25			\$	697,805
Revenue		10,437		
Expenditures		(592,928)		
	Net			(582,491)
	Net Transfers In/Out			-
Available Fund Balance			\$	115,314

Emergency Communications Nurse System (5030)

Unaudited Fund Balance 7/1/25			\$	-
	Revenue	861,897		
	Expenditures	(563,965)		
	Net		\$	297,932
	Net Transfers In/Out			
Available Fund Balance			\$	297,932

	Call Summary CONFIRE/Comm Center		From: 1/1/2026
	1743 W Miro Way Rialto, CA 92376 County: San Bernardino		To: 5/31/2026
	Year: 2026		Period Group: Month
			Call Type: All
			Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-26	16799	152	16951	0.90%	14143	564	14707	16155	3644	67	19866	51524	130.4
Feb-26	14720	157	14877	1.06%	12885	438	13323	14448	4175	53	18676	46876	131.8
Mar-26	19122	22	19144	0.11%	12258	436	12694	15533	3507	46	19086	50924	128.1
Apr-26	18199	39	18238	0.21%	11497	385	11882	14405	3173	76	17654	47774	126.2
May-26	19741	31	19772	0.16%	13184	539	13723	16549	3701	120	20370	53865	124.2
2026 Totals	88581	401	88982	0.45%	63967	2362	66329	77589	18200	362	96151	251462	127.9
2025 Totals	80299	3307	83606	3.96%	73343	4675	78018	75237	21681	547	97465	259089	123.6



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2026- 5/31/2026

Agency: Fire
Affiliation:

From: 1/1/2026

To: 5/31/2026

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

Call Hour	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2026 Total	15,986	435	215	249	47	17	2	16,951
% answer time ≤ 10 seconds	94.31%	2.57%	1.27%	1.47%	0.28%	0.10%	0.01%	100.00%
% answer time ≤ 15 seconds	96.87%							
% answer time ≤ 40 seconds	99.61%							
February 2026 Total	14,047	356	165	222	56	30	1	14,877
% answer time ≤ 10 seconds	94.42%	2.39%	1.11%	1.49%	0.38%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.81%							
% answer time ≤ 40 seconds	99.42%							
March 2026 Total	18,139	427	220	265	56	34	3	19,144
% answer time ≤ 10 seconds	94.75%	2.23%	1.15%	1.38%	0.29%	0.18%	0.02%	100.00%
% answer time ≤ 15 seconds	96.98%							
% answer time ≤ 40 seconds	99.51%							
April 2026 Total	17,069	448	242	318	101	54	6	18,238
% answer time ≤ 10 seconds	93.59%	2.46%	1.33%	1.74%	0.55%	0.30%	0.03%	100.00%
% answer time ≤ 15 seconds	96.05%							
% answer time ≤ 40 seconds	99.12%							
May 2026 Total	18,010	619	340	580	131	89	3	19,772
% answer time ≤ 10 seconds	91.09%	3.13%	1.72%	2.93%	0.66%	0.45%	0.02%	100.00%
% answer time ≤ 15 seconds	94.22%							
% answer time ≤ 40 seconds	98.87%							
Year to Date 2026 Total	83,251	2,285	1,182	1,634	391	224	15	88,982
% answer time ≤ 10 seconds	93.56%	2.57%	1.33%	1.84%	0.44%	0.25%	0.02%	100.00%
% answer time ≤ 15 seconds	96.13%							
% answer time ≤ 40 seconds	99.29%							
Year to Date 2025 Total	79,076	1,864	905	1,333	297	120	11	83,606
% answer time ≤ 10 seconds	94.58%	2.23%	1.08%	1.59%	0.36%	0.14%	0.01%	100.00%
% answer time ≤ 15 seconds	96.55%							
% answer time ≤ 40 seconds	99.44%							

CONFIRE Billable Incidents

Period: 01/01/2026 thru 05/31/2026

Jurisdiction	# of Incidents	% of Total
San Bernardino County	55,736	52.65%
VictorvilleFD	10,340	9.77%
RanchoCucamonga	8,477	8.01%
ChinoValleyFD	5,748	5.43%
AppleValley	5,736	5.42%
Redlands	4,986	4.71%
Rialto	4,948	4.67%
Colton	2,951	2.79%
MontclairFD	2,148	2.03%
Loma Linda	1,889	1.78%
Big Bear Fire	1,370	1.29%
San Manuel FD	1,018	0.96%
Running Springs	264	0.25%
Baker Ambulance	165	0.16%
Road Department	86	0.08%
Total	105,862	100%
BDC Division	# of Incidents	% of Total
East Valley	19,039	34.16%
Fontana	8,824	15.83%
Valley	7,497	13.45%
Hesperia	5,629	10.10%
South Desert	5,260	9.44%
North Desert	5,175	9.28%
Adelanto	2,388	4.28%
Mountain	1,844	3.31%
Hazmat	80	0.14%
Total	55,736	100%

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CONFIRE 911 Call Processing Time Analysis

May 2026



May 2026

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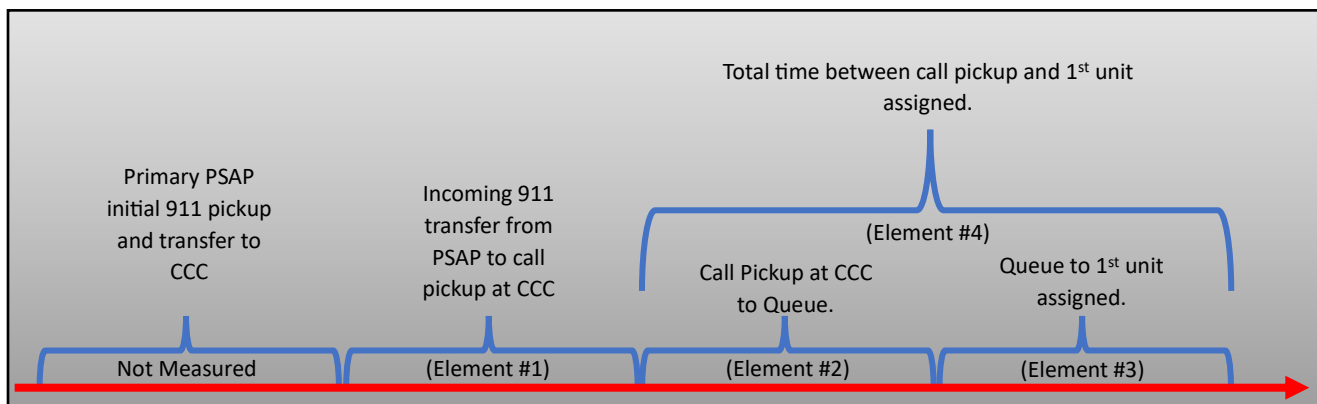
CONFIRE Emergency Call Processing Times.

May 2026

The following analysis covers four key elements of call processing times by CONFIRE Communications Center (CCC):

1. The time interval between the alert of an incoming 911 call from a primary PSAP and when the call is answered by a CCC dispatcher.
2. The time interval between when an emergency 911 call is answered by a CCC dispatcher to the time where it is entered into queue.
3. The time interval between when an emergency 911 call is entered into queue to the time when the first responding unit is alerted and assigned to call.
4. The total time interval between when an emergency 911 call is answered by a CCC dispatcher to the time when the first responding unit is alerted and assigned to the call.

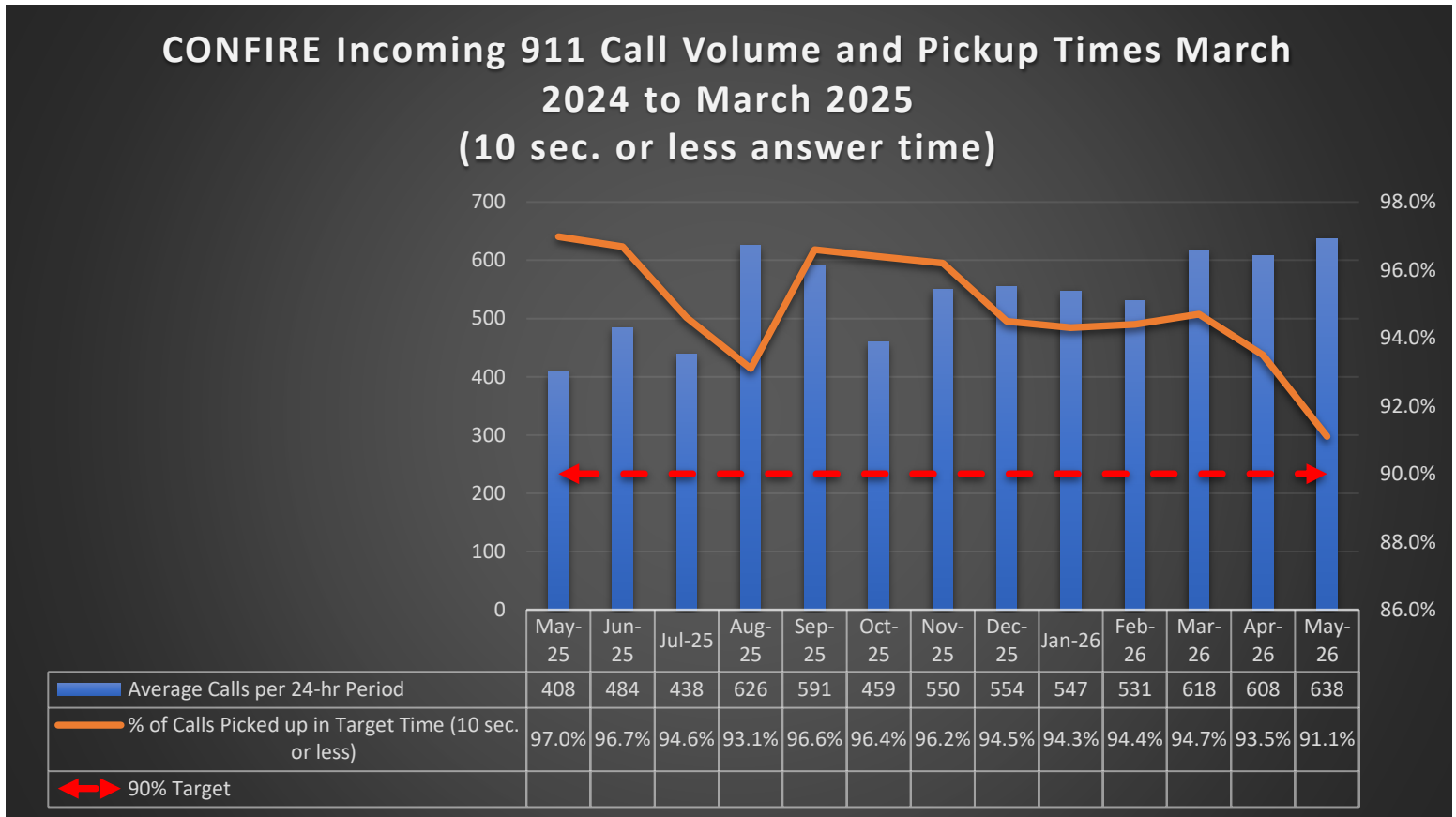
Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.



Call Answering Time from Primary PSAP

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

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



NOTE: Call volume in May 2026 was low due several 911 trunks out of service as a result of a drilling accident that damaged County 911 lines.

Emergency Call Processing

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

EMS Call Processing

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

Figure 3: EMS Related Call Pickup to 1st Unit Assigned Processing Time by Percentile Intervals for May 2026

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Echo	0:00:51	0:01:08	0:01:30	0:01:58	0:01:30
Delta	0:00:54	0:01:21	0:02:05	0:02:51	0:02:30
Charlie	0:01:12	0:01:52	0:02:36	0:03:30	0:02:30
Bravo	0:01:52	0:02:19	0:02:53	0:03:38	0:03:00
Alpha	0:01:19	0:01:58	0:02:19	0:03:02	0:03:00
no EMD Code	0:00:55	0:01:22	0:02:01	0:02:57	0:02:00
All EMS	0:01:01	0:01:38	0:02:23	0:03:14	

Figure 4: EMS Related Call Pickup to 1st Unit Assigned Call Volume by Percentile Interval for May 2026

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to reach 90%
Echo	67	133	199	239	40
Delta	947	1893	2839	3407	179
Charlie	896	1790	2687	3224	657
Bravo	324	648	972	1166	161
Alpha	15	30	46	56	0
no EMD Code	618	1236	1854	2225	1051
All EMS	3251	6502	9755	11705	0

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

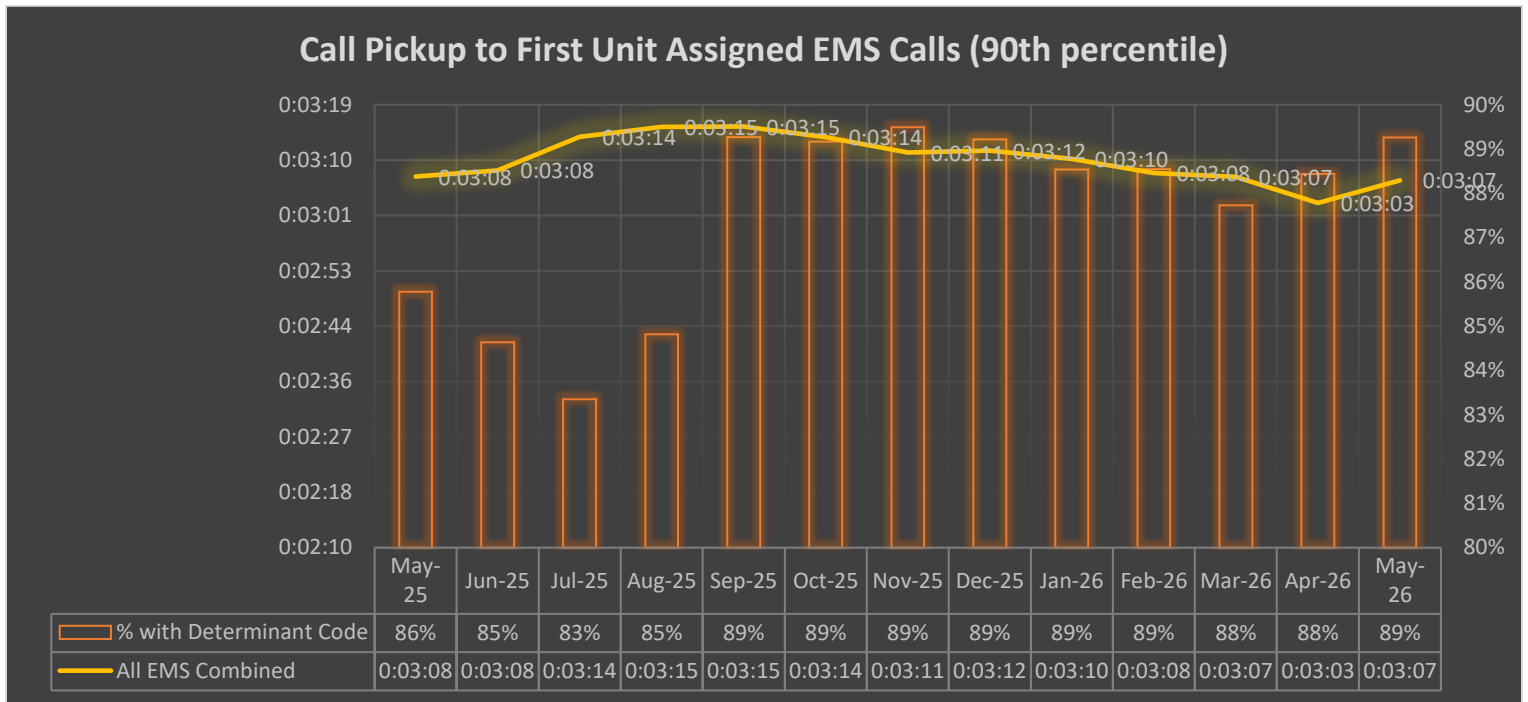


Figure 6: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

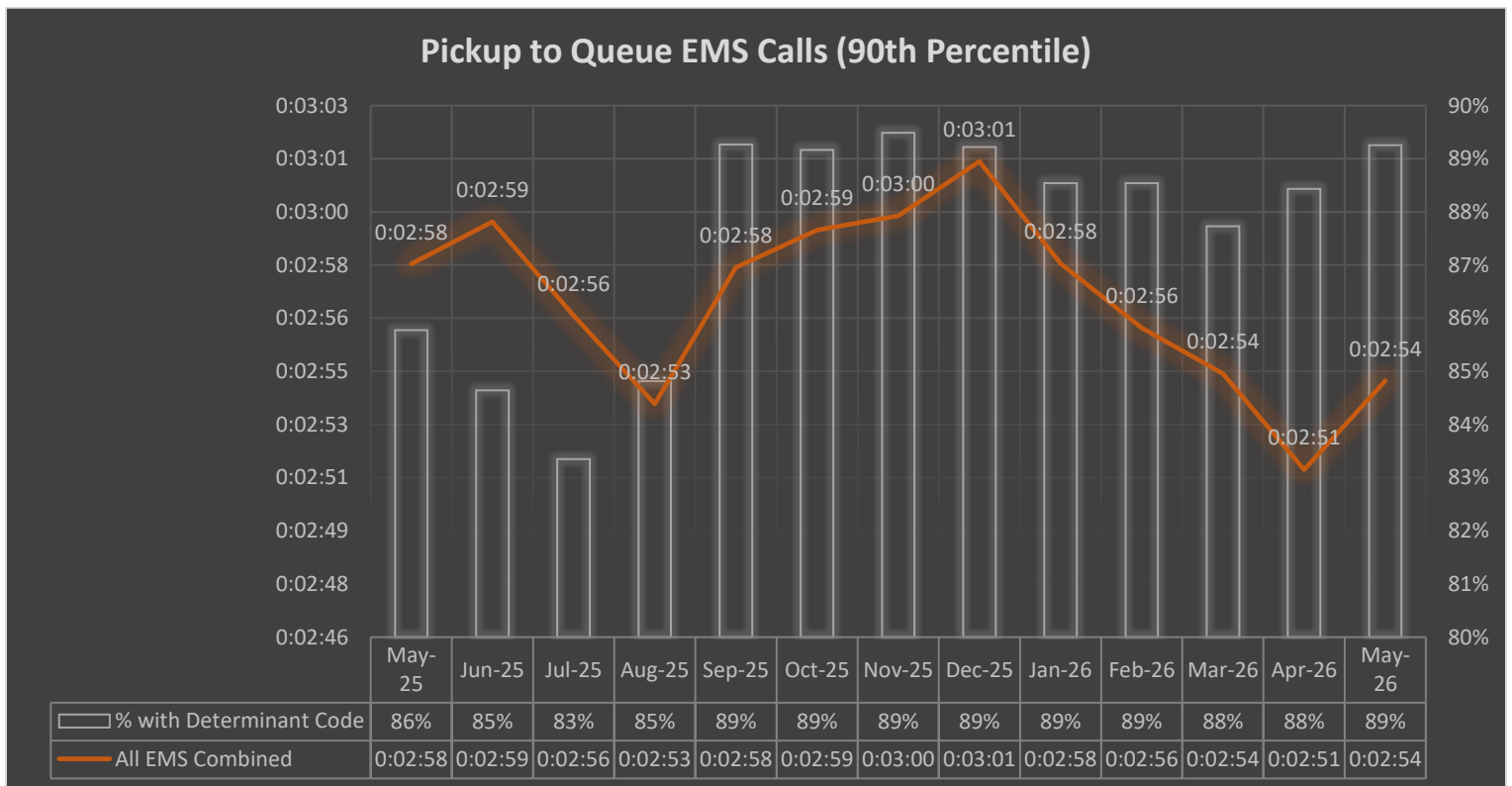


Figure 7: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

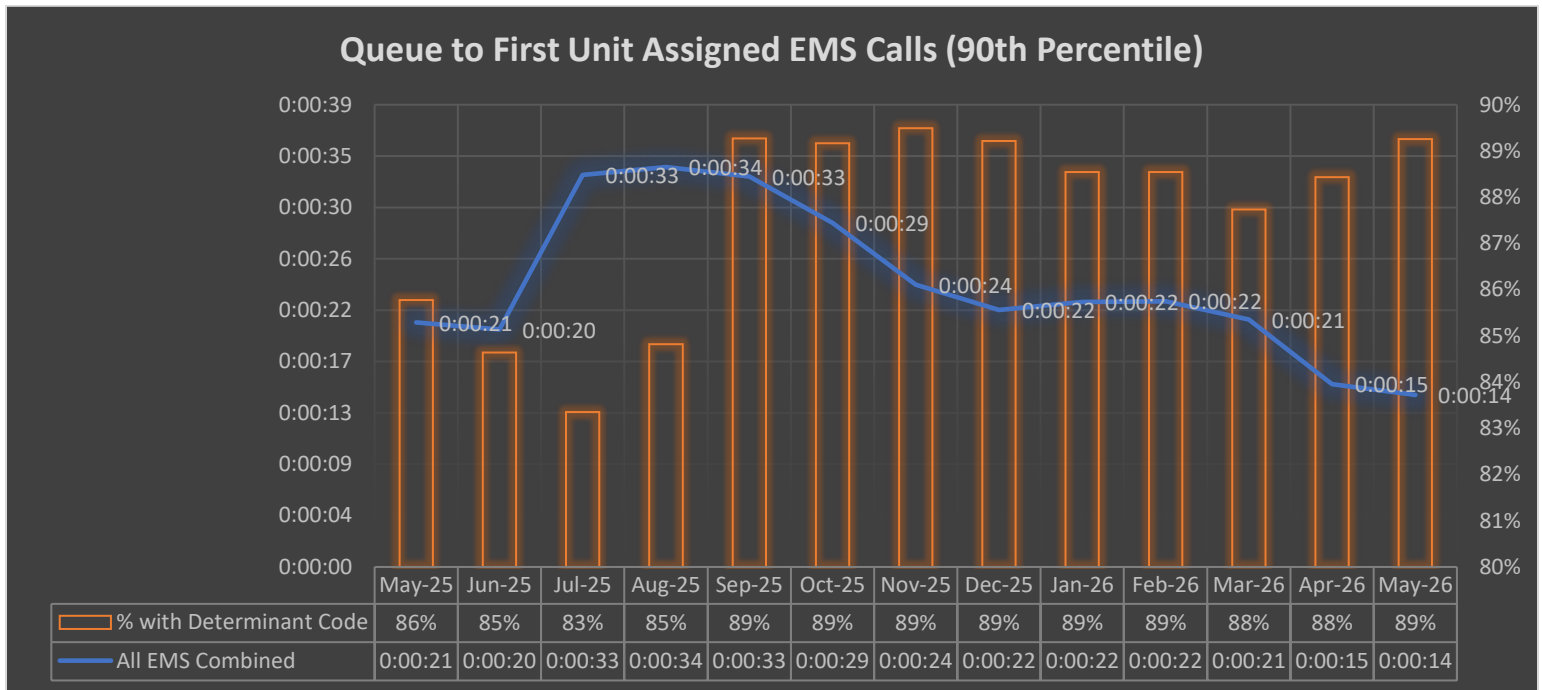
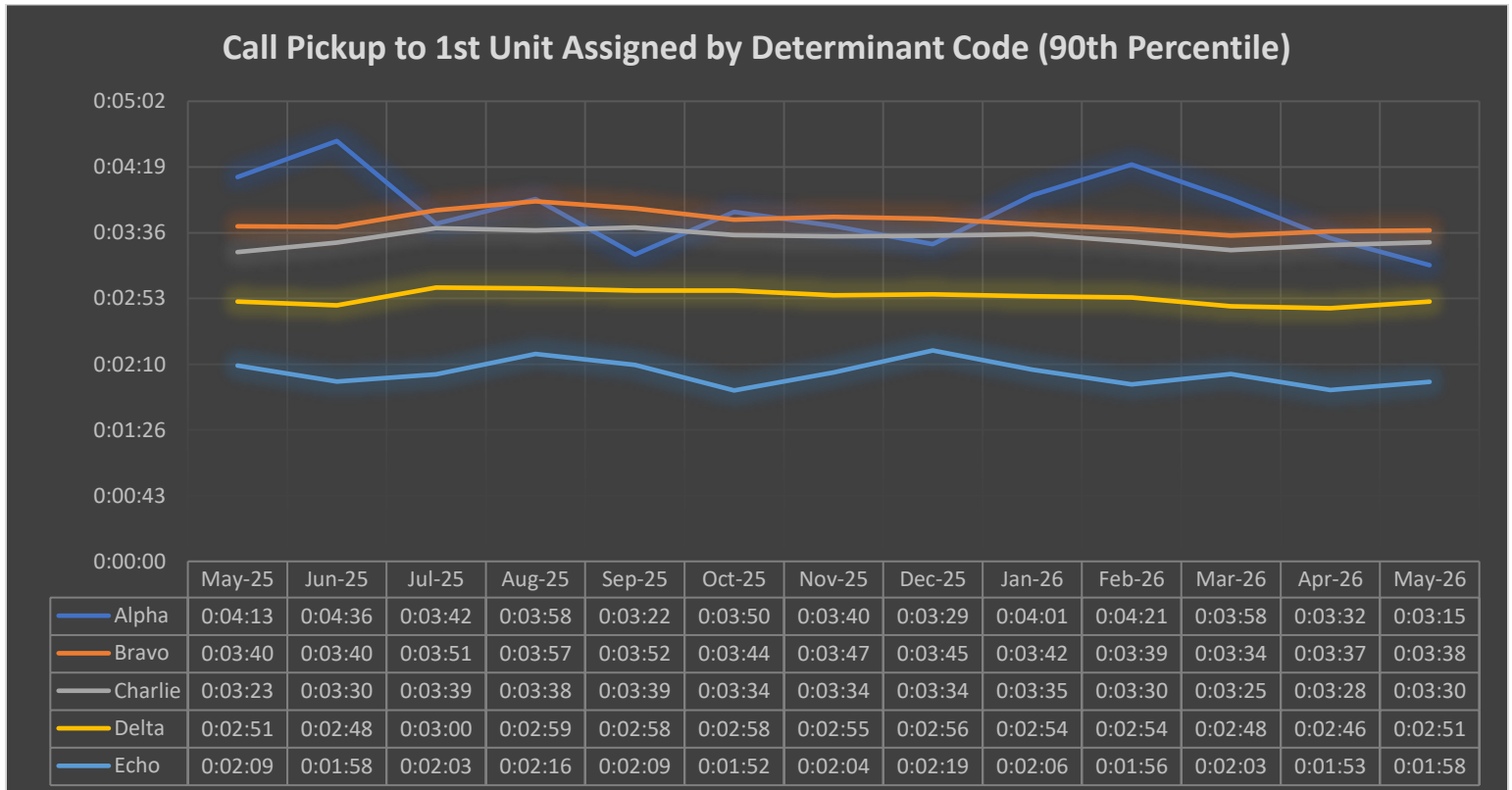


Figure 8: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



Fire/Rescue Related Calls

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

Figure 9: Fire Related Call Pickup to 1st Unit Assigned Processing Time by Percentile Intervals for May 2026

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Structure Fires	0:01:21	0:01:45	0:02:15	0:03:04	0:02:30
Non-Structure Fires	0:01:22	0:01:48	0:02:21	0:03:07	0:02:30

Figure 10: Fire Related Call Pickup to 1st Unit Assigned Call Volume by Percentile Interval for May 2026

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to reach 90%
Structure Fires	39	78	117	140	14
Non-Structure Fires	145	290	435	522	59

Figure 11: Fire/Rescue Call Pickup to First Unit Assigned.

Phone Pickup to First Unit Assigned Fire/Rescue (90th percentile, based on emergency fire calls only)

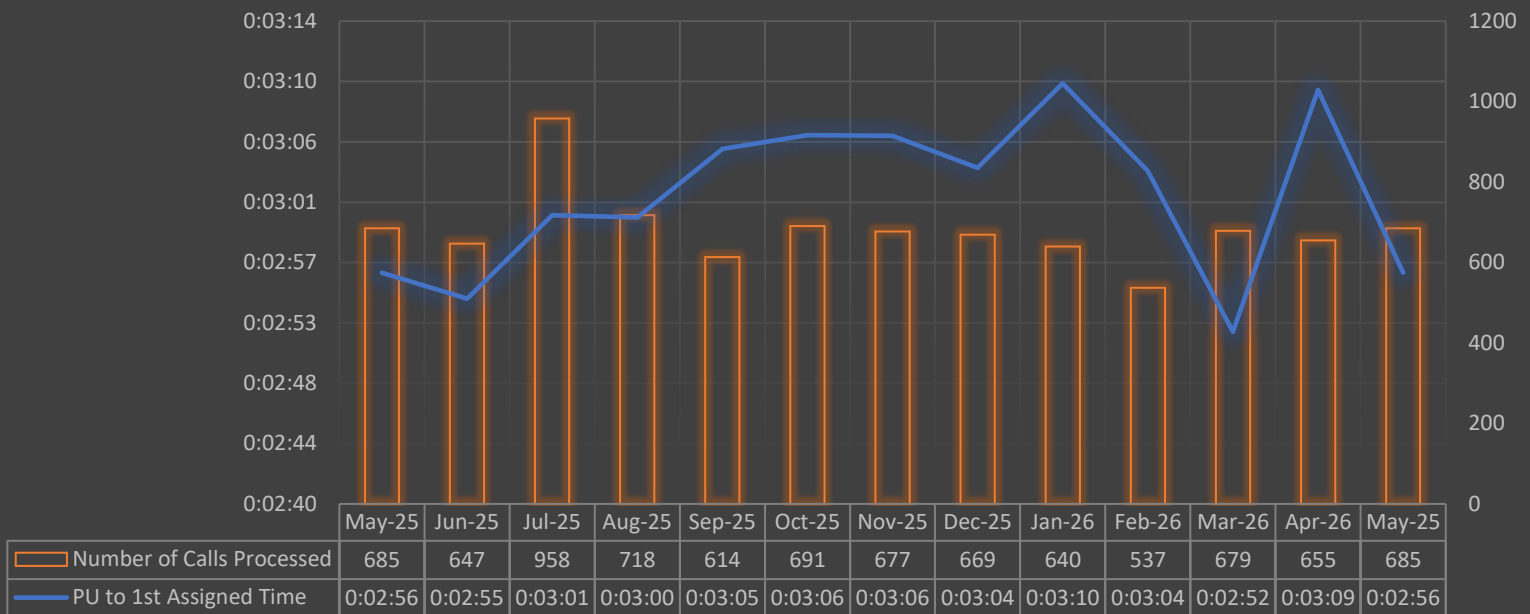


Figure 12: Fire/Rescue Call Pickup to Queue.

Pickup to Queue Fire/Rescue Calls (90th Percentile, based on emergency fire calls only)

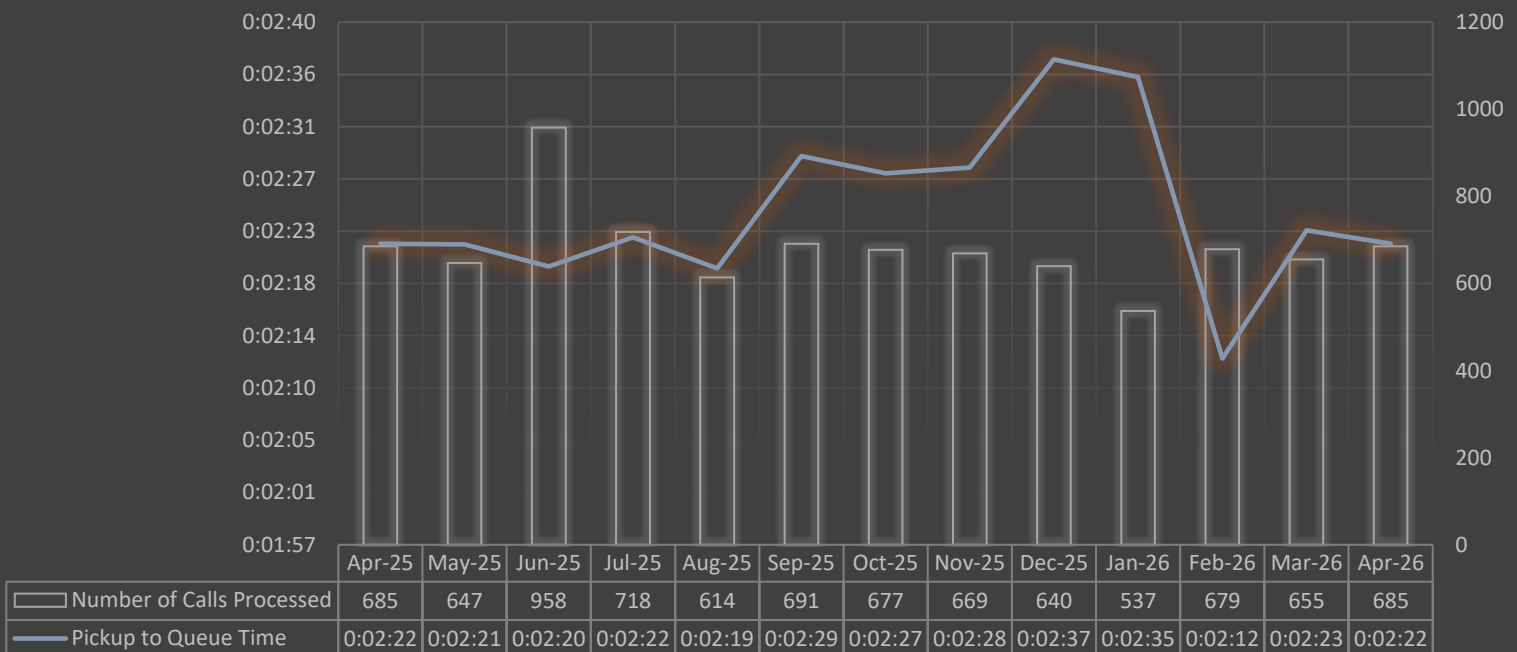
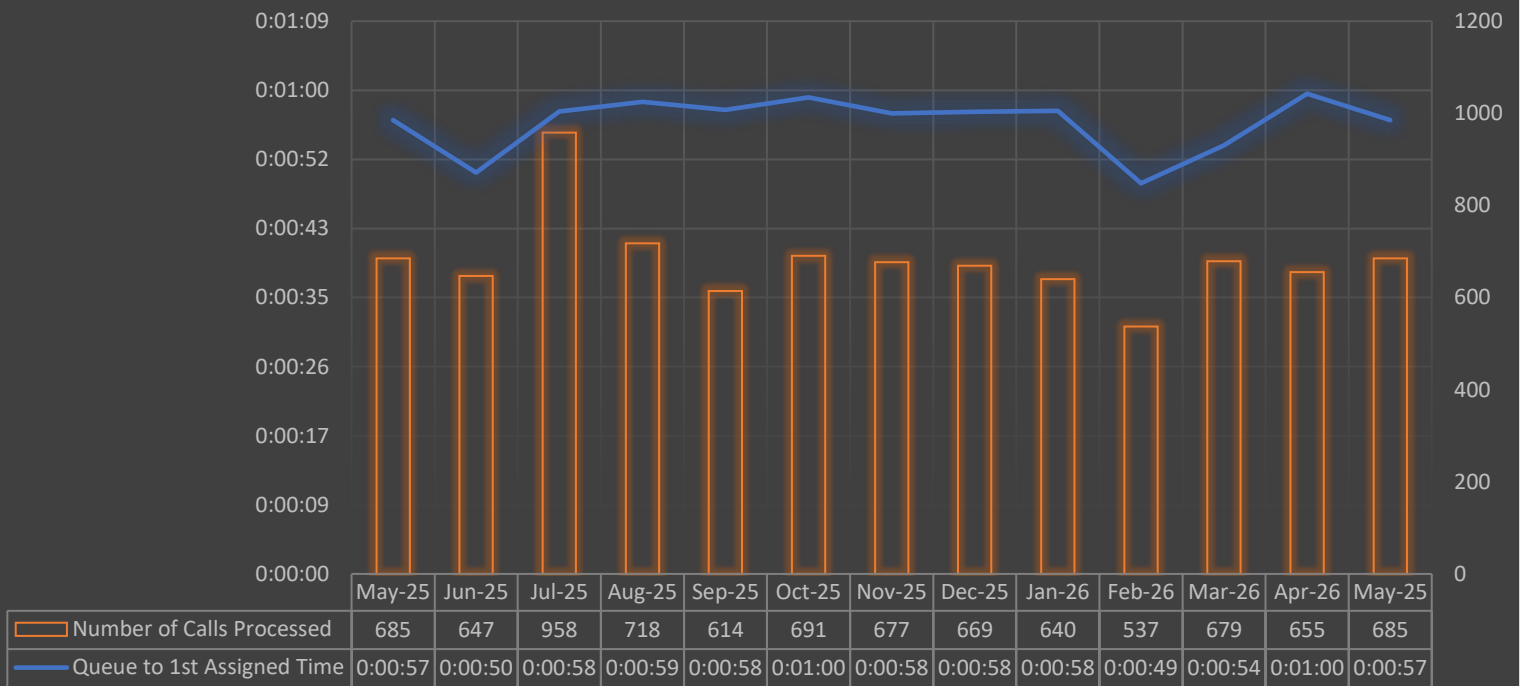


Figure 13: Fire/Rescue Queue to First Unit Assigned.

Queue to First Unit Assigned Fire/Rescue (90th Percentile, based on emergency fire calls only)



CONFIRE ECNS Analysis

May 2026



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May 2026

The following is an analysis of various Emergency Communications Nursing System (ECNS) call processing components and disposition of callers participating in the ECNS process. The analysis looks at various components in the call processing continuum including determination of ECNS eligibility, proper transfer and capture in the LowCode ECNS processing software, and final disposition of pre-hospital care. Data for this analysis was extracted from CONFIREs CAD database, the LowCode database, and ImageTrend medical records.

Establishing Low-Acuity Symptoms and Eligibility for ECNS

The first step in the ECNS continuum is for the 911 dispatcher to determine the medical severity of the patient's condition. This is done through CONFIRE's Emergency Medical Dispatch (EMD) process, which uses a scripted question/answer format with the caller to identify key symptoms that help categorize medical complaints by type and severity. The final determination is captured as a "Determinant Code". Determinant codes are then used to establish the most appropriate level of response, which can include ALS or BLS units code-3 or no-code, or a transfer of the call to an ECNS nurse for alternative care and transport as appropriate.

In order to obtain a determinant code, the dispatcher must be able to speak directly to a cooperative patient or someone who is in direct communication with the patient. Factors that impede the ability to obtain a determinant code include calls coming from a third party, such as law enforcement or alarm companies, when there is a language barrier, or when the caller simply does not cooperate with the process. These situations occur on approximately 25% of the incoming 911 medical calls for service. For the purposes of this analysis, only calls where a determinant code can be obtained are used performance measurements.

Table 1 provides an overview of CONFIREs EMS call volume and EMD effectiveness based on all emergency calls coming into the system. To align with the ECNS data, the numbers are also shown during hours when the ECNS is currently operational (0700 to 2330 hrs).

Table 1: EMS 911 calls for service and EMD completion for May 2026

Item 8.

	All Calls	ECNS Operational Hours Only
Total Emergency EMS Calls	18,959	15,542
Total EMS Calls with Obtainable Determinant Code	14,257	11,723
Total EMS Calls with Determinant Code	12,655	10,321
% of EMD Obtainable EMS Calls with Determinant Code	88.8%	88.0%

Table 2 analyzes these elements using two different approaches. The first approach (column 2) is an ideal, capacity-based analysis using all EMS calls with a determinant code that qualifies for ECNS transfer using International Academies of Emergency Dispatch (IAED) protocols. This also includes eligible calls that occur during times when CONFIRE's ECNS is not staffed (2301 hrs. to 0659 hrs.).

The second approach (column 3) takes a more refined and real-world operational approach by excluding calls that, while technically eligible by determinant code, are not suitable for ECNS transfer due to situational limitations. Examples of excluded scenarios include

- The patients' condition becomes more serious during the interrogation.
- The caller is a medical facility.
- The caller is a minor with no adult on scene.
- The Patient is in a public place which inhibits detailed communication with the ECN.
- The patient is completely immobile.
- Other inability to interrogate patient (Language barrier, uncooperative).

Additionally, the second approach considers that CONFIRE's ECNS center is only staffed from 0700 hrs. to 2330 hrs. and excludes calls that are received outside ECNS operational hours. With these differences, the first approach serves as an indicator of the system's capacity with ideal circumstances, where the second approach provides a view of the practical application of the program with CONFIRE's current operations and limitations. These differences are summarized below:

Feature	First Approach – Ideal Capacity	Second Approach - Practical Application (CONFIRE Policy)
Time of Call	All hours included	Only calls within ECNS operational hours
IAED Code Eligibility	Included	Included
Situational Limitations (e.g., public setting, minor without adult)	Included	Excluded
Purpose	Measures theoretical capacity	Measures practical effectiveness

Table 2: May 2026 data comparison IEAD Protocol and CONFIRE Adopted Policy.

	Based on IEAD Protocol (All Hours)	Based on CONFIRE Policy (Staffed hours only)
Total Calls Eligible for ECNS:	1,832	1,478
% of EMS calls with Determinant Code Eligible for ECNS	14.5%	11.7%
Total calls eligible for ECNS transfer	1,832	1,376
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	643	643
% of Eligible EMS Calls Transferred to ECNS system	35.1%	46.7%

Reasons why ECNS Eligible Calls were not Transferred to the ECNS Nurse Line

CONFIRE's CAD system is configured to prompt dispatchers whenever a call meets the criteria for potential transfer to the Emergency Communications Nurse System (ECNS). Eligibility is determined by the established determinant code assigned to the incident.

When prompted, the dispatcher may choose to bypass ECNS and dispatch a standard response instead; however, they must select a reason for doing so from a predefined list. The summary below outlines the reasons calls were not transferred.

These determinations rely on the dispatcher's interpretation of the information available at the time of the call, introducing an element of subjectivity. Additionally, because the list of bypass reasons is predefined, it may not encompass every possible situation. As a result, dispatchers must exercise judgment in selecting the category that best fits the circumstances, even if it does not perfectly describe the situation.

Table 3: Dispatcher response as to why eligible calls were not transferred to ECNS.

Item 8.

Disposition Text from CAD	Total Number of Calls	% of Total Eligible Calls Not sent to Low Code	During Staffed Hours Only	% of Total Eligible Calls Not sent to Low Code During Staffed Hours
* Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff available in house or remote (Sup Approval Required)	1032	91.6%	687	88.0%
* Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	17	1.5%	16	2.0%
*Call Taker decided to not send incident to LowCode, with reason: CALL PROCESSED= sent to ECN, updated information	37	3.3%	37	4.7%
*Call Taker decided to not send incident to LowCode, with reason: STUDENT AT SCHOOL OR MINOR ONLY SCENE= PT is a minor student at school or there is NO adult on scene	28	2.5%	28	3.6%
*Call Taker decided to not send incident to LowCode, with reason: REMOTE LOCATION= Coordinates given as location or not easily accessible	7	0.6%	7	0.9%
*Call Taker decided to not send incident to LowCode, with reason: TEST CALL	1	0.1%	1	0.1%
*Call Taker decided to not send incident to LowCode, with reason: REQUESTING TO CANCEL= no longer requesting medical aid	5	0.4%	5	0.6%

For the purposes of this report, the remaining charts and graphs will represent the practical application (CONFIRE Policy) methodology.

Table 4: Transport/treatment status of ECNS calls May 2026.

Item 8.

Incoming Calls to Emergency Communications Nurse (ECN) Nurse			% of Total Transfers
	Total ECNS Transfers	643	
	Calls Aborted, unable to complete assessment (Hangups, disconnects)	94	15%
	During assessment, nurse triaged call and returned to dispatch as an emergency	30	5%
	Total calls eligible for continuation of ECNS process	519	81%
Calls Returned for Emergency Transport			
	Nurse assessment completed and ECN recommended an emergency response	98	15%
	Number of returned calls for emergency resulting in actual transport	74	
	% of returned calls for emergency resulting in transport	76%	
	Total calls eligible for deferral/referral through ECNS	421	65%
Non-emergency with no Alternative Transport			
	Patient had no alternative means of transport (Transport Unit Sent)	293	46%
	Number of non-emergency ambulance responses that resulted in actual transport.	240	
	% of non-emergency ambulance responses that resulted in actual transport.	82%	
Total calls to reach ECN that resulted in an ambulance response		391	61%
	% of total calls to reach ECN that resulted in ambulance response	75.3%	
	Total ambulance responses that resulted in a transport	314	
	% of response with transport	80%	
	Number of callers who received ECN direction and did not transport by ambulance.	128	20%
	Number of calls where assessment was completed but ambulance was sent only because the patient had no other means of transportation.	293	46%
	Combined potential transport deferrals if additional transportation options were available	421	65%

Table 5: Recommended Point of Care Disposition for patients completing ECNS process for May 2026*.

Disposition of Care*		
Seek Emergency Care as Soon as Possible	239	46.0%
Seek Face to Face Care within 1-4 Hours	124	23.8%
Emergency Response	98	18.8%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	31	6.0%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	16	3.1%
Schedule a Routine Appointment with a Doctor/Health Care Professional	4	0.8%
Contact Poison Control or Local Pharmacist	4	0.8%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	2	0.4%
Self-Care	1	0.2%
Total Calls Eligible for Deferral (total minus "Emergency Response")	422	

*This represents recommended care given by the ECN. The ECNS program does not have a mechanism to follow up on whether callers follow through with the recommendations. Also, the numbers in this table include callers calls that were returned to 911 as emergency and callers who were provided a recommendation that did not require ambulance transport, but may have received an ambulance transport due to lack of alternative transportation (see table 4 for detail)

Figure 1: Percentage of ECNS eligible Calls that are transferred to ECN and entered into Low Code system by date.

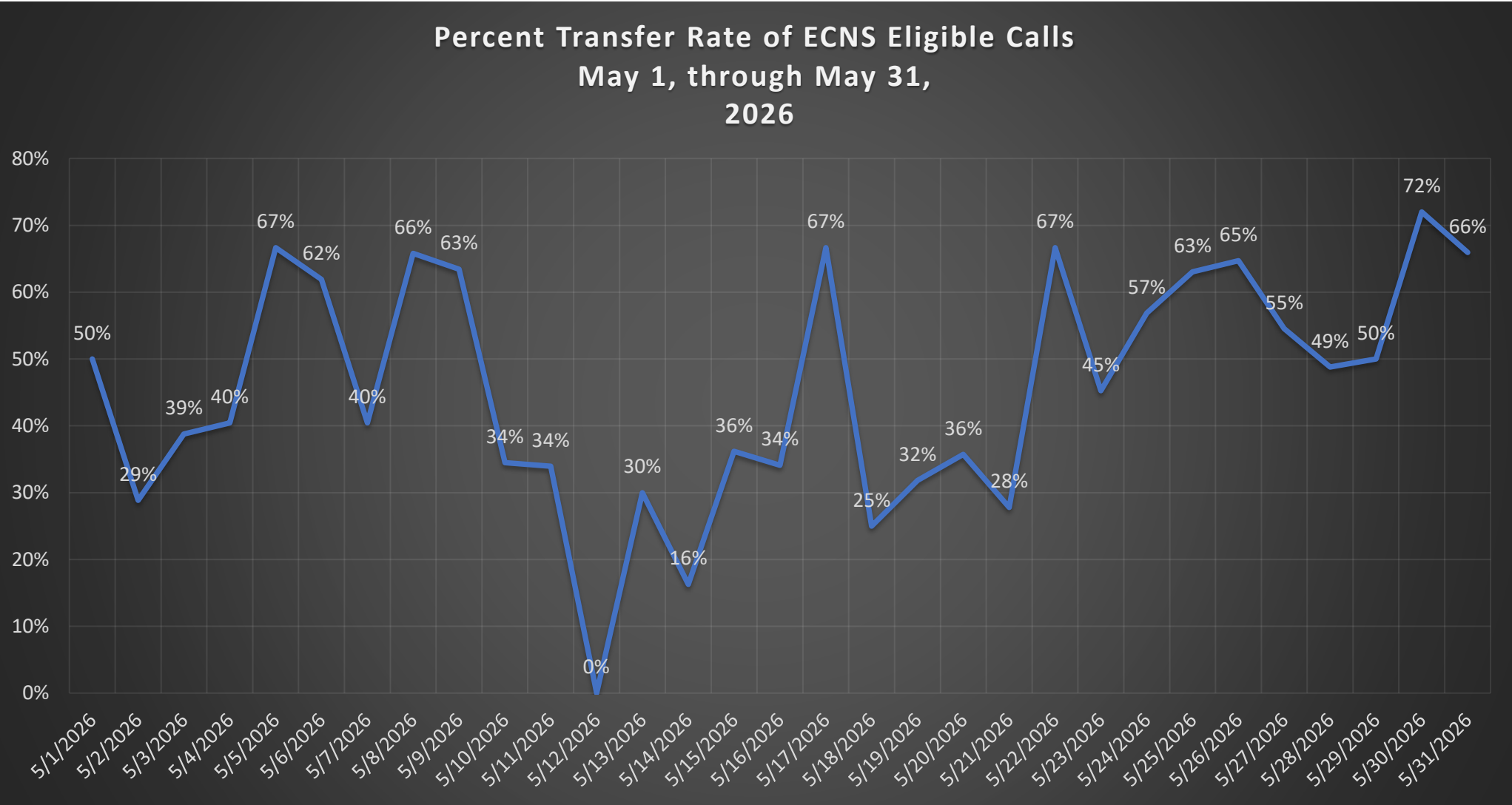


Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

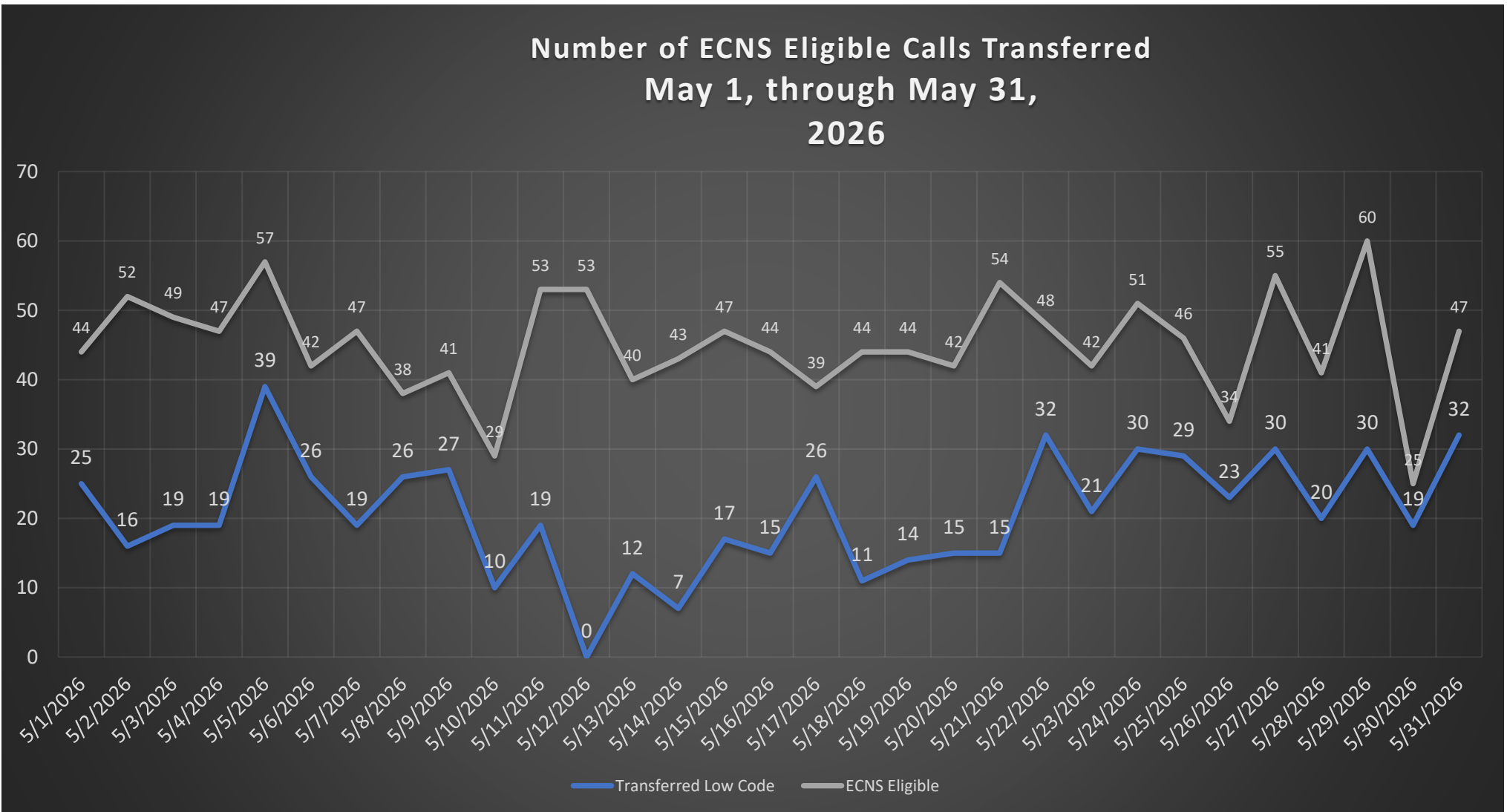


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

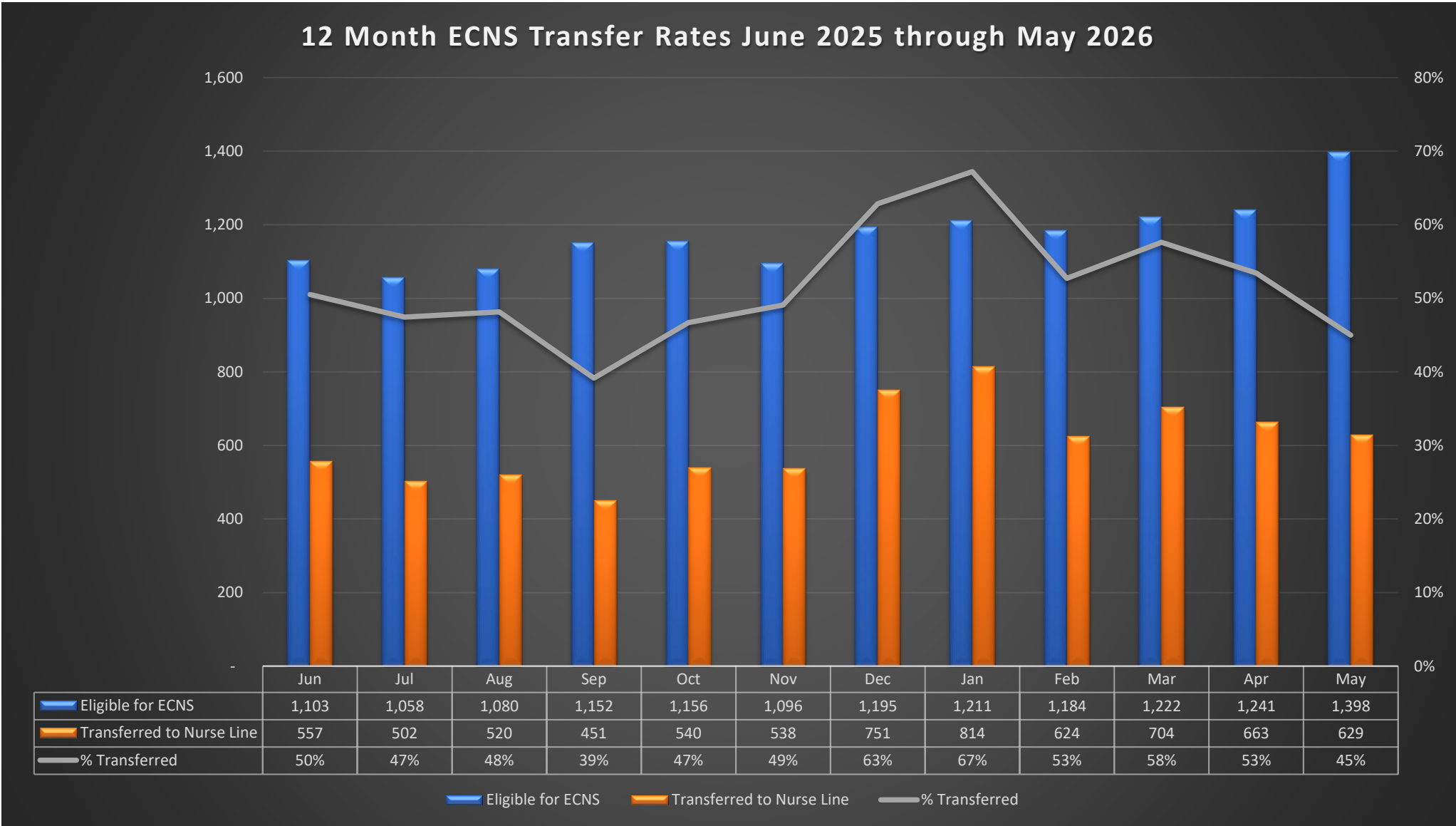
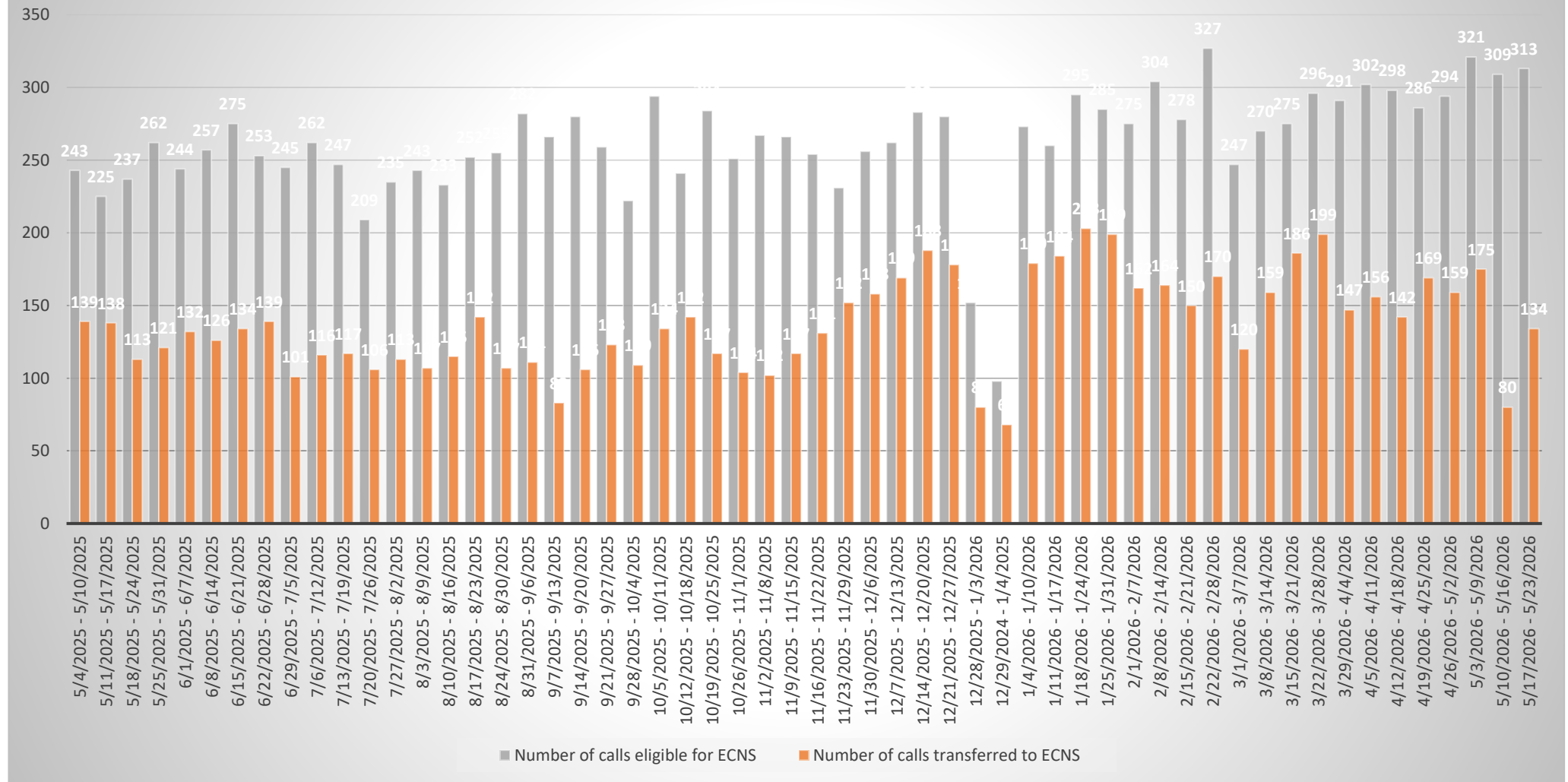


Figure 4: Number of eligible ECNS calls and rates of transfer from May 2025 through May 2026.

% of ECNS Eligible Calls in Low Code by Week

**CONFIRE**

STAFF REPORT

DATE: 6/23/2026

FROM: Nathan Cooke, Interim Executive Director

**BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II**

TO: CONFIRE Administrative Committee

SUBJECT: Data Consulting Agreement Renewal – Mat Fratus Consulting

Recommendation

Approve contract renewal for data consulting services with James Mathew Fratus of Mat Fratus Consulting, for an amount not to exceed \$50,000 from July 1, 2026 to June 30, 2027.

Background Information

Mat Fratus Consulting (MFC) has provided data analysis services to CONFIRE for the past six years. The use of data analytics provided by MFC has resulted in recommendations that have been incorporated into CONFIRE operations. MFC continues to provide data analysis on call processing times to create efficiencies and minimize delays. Additionally, Mat has worked with individual agencies to extract applicable data for specific projects.

During the third quarter of the current FY, the Administrative Committee approved two amendments (No.1. and No.2) for MFC, expanding his scope of work to include the following additional services:

- Evaluation of options and development of recommendations with allied agencies to explore partnerships that enhance service levels of CONFIRE.
- Assist CONFIRE agencies with agency specific data and research needs.
- Organizational effectiveness and leadership development for CONFIRE.

As CONFIRE continues to need those additional services, Staff recommends a one-year renewal with Mat Fratus Consulting.

Fiscal Impact

The total cost for the one-year renewal will not exceed \$50,000 and was included in the approved 2026-27 Budget-Operations Fund (5008).

Attachments

- 2026-27_Consulting Agreement – Mat Fratus

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

Data Analysis and Related Services

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

RECITALS

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

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

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 1, 2026 (“Effective Date”) and unless terminated earlier, shall end on June 30, 2027.

3. INDEPENDENT CONTRACTOR

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

and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. SPECIAL TERMS AND CONDITIONS

The Special Terms and Condition are set forth in Exhibit E.

9. NOTICE

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

To CONFIRE:
Consolidated Fire Agencies
Attn: Nathan Cooke, Interim Executive
Director
1743 Miro Way
Rialto, CA 92376

To Contractor:
Mat Fratus Consulting

11363 Fawn Glen Rd
Yucaipa CA, 92399
Attn: Mat Fratus

10. **LIMITATION OF LIABILITY**

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

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

CONSOLIDATED FIRE AGENCIES

Date: _____, 2026

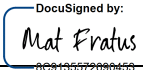
By: _____

Print Name: Nathan Cooke

Its: Interim Executive Director

Mat Fratus Consulting

Date: 6/11/2026 , 2026

By:  _____

Print Name: Mat Fratus

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. CAD
 - ii. ProQA
 - iii. Vesta Analytics
 - iv. Image Trend
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.
4. Assist CONFIRE Agencies with Agency Specific Data and Research Needs
 - a. Advise on reporting possibilities using CAD, GIS, or other RMS available data relating to service delivery of specific CONFIRE agencies.
 - b. Research and prepare reports for specific CONFIRE agencies as requested.
5. Organizational Effectiveness and Leadership Development
 - a. Evaluate organizational health and development, including leadership practices, team dynamics, communication effectiveness, and training programs. Evaluation methods may include interviews, facilitated discussions, document review, and observational assessment as mutually agreed upon with administrative leadership. Consultant will deliver findings and evidence-informed recommendations identifying organizational strengths, areas for improvement, and strategies to enhance effectiveness. Consultant may support the organization through facilitation of leadership development, team initiatives, and training programs when authorized by the Agency.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

\$80.00 per hour

Not-to-Exceed Sum of \$50,000.

B. Payment

a. Schedule

To be billed in monthly installments.

b. Process

Payment shall be made (for all undisputed amounts) within forty-five (45) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.

c. Notwithstanding any other provision of this Agreement, including the Scope of Services, Contractor's obligation to provide Services is expressly limited by the maximum compensation authorized under this Agreement. Once billable Services performed by Contractor reach the not-to-exceed amount of (\$50,000), Contractor shall have no further duty to perform Services unless and until the Parties execute a written amendment increasing the authorized compensation. No provision of this Agreement shall be interpreted to require Contractor to provide uncompensated Services

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

12. PERMITS/LICENSES. Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. ANTI-DISCRIMINATION. It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

15. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time,

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

16. EVALUATION OF CONTRACTOR AND SUBORDINATES. CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:

- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion 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	\$1,000,000
General Aggregate	\$1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

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

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

EXHIBIT E
to AGREEMENT FOR SERVICES

SPECIAL TERMS AND CONDITIONS
American Rescue Plan Act (ARPA)

1. Program Specific Requirements

- a. Must conform with applicable contract provisions contained in 2 CFR 200, Appendix II – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (See **Appendix 1** to this Exhibit E).
- b. The award will not be made to any party debarred, suspended or otherwise excluded from participation in federal assistance programs. Contractor must be registered and will be checked against the Federal Department List (<https://www.sam.gov>). Please note a Unique Entity ID number (generated by SAM.gov) is required to register on the SAM website.
- c. Local preference does not apply.

2. Federal Audit

Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Agreement, any Federal grantor agency when funds are granted to CONFIRE to fund this Agreement, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.

3. Certification

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

Item 9.

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

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

Appendix II to Part 200, Title 2 (2023-05-15)

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

Title 2—Grants and Agreements

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

Chapter II—Office of Management and Budget Guidance

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

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

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

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

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

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

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

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

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

Appendix II to Part 200, Title 2 (up to date as of 5/15/2023)
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2 CFR Appendix-II-to-Part-200(j)

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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



STAFF REPORT

DATE: June 23, 2026

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

**SUBJECT: Emergency Communications Nurse System Support Agreement
Renewal - EMK Consulting**

Recommendation

Approve the renewal agreement with EMK Consultants to support the Emergency Communications Nurse System (ECNS) for an amount not to exceed \$104,000 from July 01, 2026, to June 30, 2027.

Background Information

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

EMK Consultants is owned and operated by Elaine Messerli-Kelly. She is widely considered a subject matter expert in ECNS and was instrumental in the successful implementation of CONFIRE's ECNS program in 2021.

This new agreement will allow EMK Consultants to continue to support the ECNS program with navigating low acuity patients to the most appropriate care level, thereby reducing non-emergent transports. Additionally, EMK Consultants will also perform the following additional activities:

- Continued QA/QI support to allow CONFIRE to identify trends, address performance gaps, provide timely feedback, and implement focused education to improve program consistency and effectiveness.
- Support continued progress toward ECNS Accredited Center of Excellence (ACE).

- Assist with enhancing the remote ECN set up for increased efficiency.

Fiscal Impact

The annual cost for EMK Consulting's services will be \$104,000/year. The new annual cost reflects the 4% increase included in the previous contract. The cost of this contract was included in the approved 2026-27 ECNS budget (Fund 5030).

Attachments

- 2026-27_Consultant Agreement – EMK Consultants

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

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 July 1, 2026 (“Effective Date”) and unless terminated earlier, shall end on June 30, 2027.
- b. This agreement may be extended for one additional year with Administrative Committee approval with an annual increase of 4 percent (%).

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE’s employees are normally entitled,

including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. NOTICE

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

To CONFIRE:
Consolidated Fire Agencies
Attn: Nathan Cooke, Interim Executive
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

Date: _____, 2026

By: _____

Print Name: Nathan Cooke

Its: Interim Executive Director

EMK Consultants Inc

Date: _____, 2026

By: _____

Print Name: Elaine M. Kelly

Its: Owner

EXHIBIT A to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

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

Quality Improvement and Quality Assurance:

- Provide subject matter expertise while implementing the education and quality program for the Client utilizing the International Academies of Emergency Dispatch (IAED) Emergency Communication Nurse Quality (ECN-Q) Performance Standards.
- Conduct Client (ECNS) quality audits utilizing the Advanced Quality Assurance (AQUA) software provided by the IAED through internal quality audits that promote ACE compliance.

Instruction and Education:

- As a Regional Instructor for the International Academies of Emergency Dispatch, conduct ECNS and ECN-Q courses for CONFIRE as an in-house instructor.
- Collaborate with Client to identify opportunities for improvement for each ECN as well as the ECN team.
- Engage with Client to ensure that the Emergency Communication Nurse System (ECNS) is operationalized for success by assisting with reviewing, developing, and updating ECNS-related policies, workflows, training materials, and QA/QI processes.
- Collaborate with Client to maintain ACE (Accredited Center of Excellence) Accreditation for EMD and to achieve ACE accreditation for ECNS and support the program's sustainability.

Operational Support:

- Provide ECN remote call-taking services on occasion, and as requested by CONFIRE.
- Assist with remote ECN setup, technology readiness, phone system access, and troubleshooting support in collaboration with CONFIRE staff and/or designated technical support personnel.

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

\$111.38 per hour

Not to exceed the sum of \$ 104,000

B. Payment

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

Payment shall be made (for all undisputed amounts) within forty-five (45) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

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

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

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

HARMLESS.

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

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

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

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

12. PERMITS/LICENSES. Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. ANTI-DISCRIMINATION. It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

15. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other

data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

16. EVALUATION OF CONTRACTOR AND SUBORDINATES. CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:

- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion 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.
- 31. DEBARMENT.** Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549
- 32. FEDERAL AUDIT.** Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal grantor agency when funds are granted to CONFIRE to fund this contract, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.
- 33. Federal Grant Specific Requirements**
 - a. Must conform with applicable contract provisions contained in 2 CFR 200, Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Exhibit E).
 - b. The award will not be made to any party debarred, suspended, or otherwise excluded from participation in federal assistance programs. Vendor must be registered and will be checked against the Federal Debarment List (www.sam.gov). Please note a UEI number is required to register on the SAM web site.
 - c. Local preference does not apply.

EXHIBIT D to AGREEMENT FOR SERVICES

INSURANCE

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

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence 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.



STAFF REPORT

DATE: June 23, 2026

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Agreement for Emergency Communication Nurse System-Nurse
Consultant

Recommendation

Approve an agreement with Leslie Parham to support the Emergency Communications Nurse System (ECNS) program as a Nurse Consultant from July 1, 2026, to June 30, 2027.

Background Information

CONFIRE utilizes employment contracts in various capacities to augment staffing as needed. CONFIRE has the need to continue to contract with Leslie Parham for Emergency Communications Nurse System Nurse Consultant from July 1, 2026, to June 30, 2027. Her duties include, but are not limited to:

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

Additionally, this position may act as an Agency Liaison to ensure the needs of the ECNS program are being met.

CONFIRE recommends contracting with Leslie Parham due to her extensive institutional knowledge of the ECNS program, which is critical to the efficient and effective operation of CONFIRE, and the support provided to other agencies.

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

Fiscal Impact

The total annual cost will be \$46,713 based on the hourly rate of \$89.83 for ten hours a day for one day a week. The new annual cost reflects a 5.5% increase over prior year, which is consistent with recent COLA increases. The cost of this agreement is included in the approved 2026-27 ECNS budget (Fund 5030).

Attachments

- 2026-27_Agreement – ECNS Nurse Consultant-Leslie P.

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

Contract Number

SAP Number

Consolidated Fire Agencies Joint Powers Authority

Department Contract Representative	<u>Damian Parsons</u>
Telephone Number	<u>909-365-2502</u>
Contractor	<u>Leslie Parham</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>July 1, 2026-June 30, 2027</u>
Original Contract Amount	<u></u>
Total Contract Amount	<u>\$46,713.00</u>
Cost Center	<u></u>

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

IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

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

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Item 11.

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

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

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

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

II. CONFLICT OF INTEREST

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

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

III. CODE OF CONDUCT

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

IV. CONTRACT TERM

This Contract shall be effective July 1, 2026, through June 30, 2027, subject to the termination provisions of this Paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by CONFIRE JPA. CONTRACTOR

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

V. COMPENSATION OF CONTRACTOR

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

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

B. LEAVE PROVISIONS

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

C. LEGALLY REQUIRED BENEFITS

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

D. MEDICAL PLAN COVERAGE

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

E. OVERTIME

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

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

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

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

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

F. PAYMENT

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

G. SALARY RATE

Contractor shall be compensated for services at a rate of \$85.15 per hour commensurate with duties. Contractor shall not exceed eighty (80) hours per pay period unless expressly authorized. Contractor does not gain probationary or regular status during the term of this Contract.

H. RATE ADJUSTMENTS

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

I. SERVICE AND BENEFITS UPON TERMINATION

Contractor Separated from CONFIRE JPA Service

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

Contractor to Regular CONFIRE Employment

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

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

Contractor to New Contract Position

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

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

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. CLASSIFICATION

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

B. CONFIDENTIALITY

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

C. DIRECT DEPOSIT

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

D. EVIDENCE OF ELIGIBILITY TO WORK

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

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

E. MISCELLANEOUS

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

F. STANDARD TOUR OF DUTY

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

G. USE OF PRIVATE VEHICLE

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

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

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

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

H. WORKERS COMPENSATION AND LIABILITY COVERAGE

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

VII. CONCLUSION

- A. This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding the CONTRACTOR's rights and obligations of the parties, including all covenants, conditions, and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

CONSOLIDATED FIRE AGENCIES**Leslie Parham**

Date: _____, 2026

Date: _____, 2026

By: _____

By: _____

Print Name: Nathan CookePrint Name: Leslie ParhamIts: Interim Executive Director



STAFF REPORT

DATE: June 23, 2026

FROM: Nathan Cooke, Interim Executive Director

BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: FY 2026-27 Agency Agreements

Recommendation

1. Authorize Interim Executive Director to execute annual dispatch service agreements with Baker Ambulance Inc., Big Bear Fire Authority, County Road Department, Montclair Fire Department, and Running Springs Fire Department.

Background Information

For the past several years, CONFIRE has entered into annual service agreements to provide dispatch and other services outlined in each individual agreement to the above-mentioned agencies. These contracts are set to expire on June 30, 2026.

On April 30, 2019, the Administrative Committee approved agreement templates for these Agency Renewals.

In addition to the agreement itself, each agency has received a breakdown of their service costs for budget year 2026-27, as approved in the CONFIRE 2026-27 budget, indicated as Attachment A-Dispatching Costs.

The agencies will also incur a 5% contract fee. This fee will be allocated to CONFIRE's Term-Benefit Reserve Fund (5011). The accumulated funds may be used to offset membership fees for any agency that seeks member status in the future.

As each agency has received its agreement and is currently in the process of review and signature, we request authorization for the Interim Executive Director to execute the agreements upon receipt from the agencies and to make minor adjustments if necessary.

Financial Impact

All revenues associated with service agreements have been included in the 2026-27 budget. There is no additional cost to the other CONFIRE agencies associated with approval of these agreements.

Attachments

- Agency Agreements
- Attachment A-Dispatching Costs

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(Baker Ambulance, Inc.)**

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 Baker Ambulance, Inc. (“Contracting Agency”). CONFIRE and Contracting 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
 - Appendix 1 to Exhibit A: Optional Seat Based Products Available
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting 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 Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

3. **SCOPE OF SERVICES**

CONFIRE shall furnish to the Contracting 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”).

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: Nathan Cooke,
Interim Executive Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

Baker Ambulance, Inc.
Attn: Mike Lowenthal, Owner
633 Front St.
Needles, CA 92636

8. **HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies**Baker Ambulance, Inc.**

Date: _____, 2026

Date: _____, 2026

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

EXHIBIT A

to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Answer emergency calls transferred to CONFIRE by the Contracting Agency’s primary public-safety answering point (PSAP) or other authorized reporting mechanisms.
 - (1) For emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
 - b. Provide emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alert Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: the County of San Bernardino’s Public Safety Radio System , voice delivered over the Public Safety Radio System, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Record and retain audio recordings of requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - e. Record and retain incident records stored in CONFIRE’s computer aided dispatch (CAD) system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - f. Respond to Public Records Requests initiated by the Contracting Agency or the public for the above-mentioned records in compliance with the California Public Records Act and other applicable statutes.
 - g. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.

- h. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.
- i. Provide, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.
 - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc), and providing other Geofile services necessary to the dispatch services described above.
- j. Make available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and created hard copy map books at their own expense.
- k. Provide Contracting Agency use and access to the following software programs:

Product/System	Comment
*Central Square - Visinet	CAD Records
*Image Trend - EPCR w/ Firstwatch Integration	EMS/Fire reporting software
*Pulsepoint	Public incident notification application
*SolarWinds	CONFIRE MIS Help Desk
*Civic Plus Next Request	Online Public Records Request (PRA) system
*Active 911 (agency pays their own subscription)	Responder notification application
**Incident Qualification System (IQS)	Personnel Certs & Quals database
** Firstwatch (basic package)	Agency response reporting data platform
** Tablet Command (end user license and required modules)	Mobile Data Device for unit location, status and response information

**Universal cost basis (per Exhibit B:A-1)*

*** Seat-based cost basis (per Exhibit B:A-1)*

- l. Provide all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.j. above.

2. CONFIRE offers additional services/products on a seat-based cost model. These are listed in Appendix 1 to Exhibit A of this agreement.
 - a. The Contracting Agency shall indicate which of the services/products listed in Appendix 1 of this Exhibit it will utilize and the quantity of each.
 - b. Pricing for these services/products varies and is available upon request.
3. In receiving the Services, Contracting Agency shall do the following:
 - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
 - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
 - b. Comply with the latest technology directives issued by CONFIRE.
 - (1) The directives include, by way of illustration and not by limitation, the directive mandating the provision of Automated Vehicle Location (AVL) services for all response vehicles through approved mobile incident command and response platform.
 - (2) The Contracting Agency shall be solely responsible for all costs associated with the procurement, licensing, cellular connectivity, deployment, and ongoing support of the required mobile incident command and response platform and agency mobile devices necessary to facilitate AVL functionality.
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. The Contracting Agency shall be responsible for all costs associated with the purchase, licensing, installation, and ongoing replacement of customer-premise equipment required to support service delivery, in accordance with CONFIRE's Equipment Replacement Schedule Policy and applicable cost recovery model.
 - e. The Contracting Agency shall utilize the CONFIRE online Public Records Request system for agency requests for such information. The Contracting Agency shall also provide a link on its Agency website for the public to access the system to submit Public Records Requests.

4. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.
 - a. Maintain all radio and pager frequencies as required by CONFIRE.

**APPENDIX 1 TO EXHIBIT A
to CONTRACTING AGENCY AGREEMENT**

OPTIONAL SEAT-BASED PRODUCTS AVAILABLE

Product Name	Comments
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)
ESRI Contributor	Interactive map application
ESRI Creator	Map, spatial analysis creator application
ESRI Mobile	Map-based field applications
ESRI Viewer	Browser-based mapping tool
First Due	Pre-planning platform
Firstwatch-Perform Plus	Granular Analysis Capability
Firstwatch-First Pass	EPCR QI Module
Firstwatch-FOAM	Accreditation Analysis
Kronos Cloud	Staffing software (Telestaff)
Twilio	Text module for Kronos
Smart Sheet	Project Management Software
TC End-User Managed	Tablet Command Incident management Module
TC Staff Integration	Tablet Command Telestaff Integration
West Net Agency	Station Alerting Platform Support
West Net RIC/MCU	Station Alerting Licenses

Seat-based cost basis (per Exhibit B:A-1)

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, commencing with the 2026-27 Fiscal Year, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE shall provide written notice of this sum to Contracting Agency, delivered no later than May 30 of the preceding Fiscal Year. (**Attachment A**)
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency within its jurisdictional area during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
 - b. This formula does not include direct costs incurred for 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed-through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:

- (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).
 - (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
 - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. For 2026-27, and each succeeding Fiscal Year: This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C

to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2026 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2027 (the “Term”).
3. At anytime during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D to CONTRACTING 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 the County of San Bernardino.
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 Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting 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 Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting 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 Contracting Agency, and all of its employees, officials, and agents ("Contracting 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 Contracting 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 Contracting Agency. Contracting 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 Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting 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. Contracting 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.

15. **ASSUMPTION OF UNFUNDED LIABILITIES ATTRIBUTABLE TO CONTRACTING AGENCY.**

- A. The Parties expressly acknowledge:
 - (1) CONFIRE, in providing the Services to Contracting Agency, will incur otherwise unfunded liabilities, (e.g., continuing obligations to provide for the pensions CONFIRE staff hired to provide service to Contracting Agency) ("Unfunded Liabilities");
 - (2) The Compensation set forth in the Agreement does not adequately compensate CONFIRE for such Unfunded Liabilities; and

- (3) The Parties intend this Section 15 to ensure that CONFIRE is held harmless from otherwise unfunded liabilities to the extent that those Unfunded Liabilities are attributable to Contracting Agency.
- (4) The Parties do not intend this Section 15 to apply to unfunded liabilities that are solely attributable to an increase in service level provided to all of CONFIRE's member agencies and contracting agencies.
- B. To the furthest extent permitted by applicable law, Contracting Agency shall indemnify CONFIRE from any and all liabilities of any kind, nature, and description directly or indirectly arising out of, connected with, or resulting from Unfunded Liabilities incurred by CONFIRE as a result of CONFIRE providing the Services to Contracting Agency, unless the liabilities are caused wholly by CONFIRE activities of general applicability to all of CONFIRE's member agencies and contracting agencies. By way of illustration and not by limitation, in the event that CONFIRE must hire staff to render the Services to Contracting Agency, and as a result of this Agreement's termination such staff must be laid-off, and as a result CONFIRE incurs unfunded pension liability, then Contracting Agency shall indemnify CONFIRE for such unfunded pension liability.
- C. The provisions of Section 15.A and 15.B shall not be applicable to a Contracting Agency who applies for, and is accepted for, membership status in the CONFIRE joint powers agreement. In such cases, the provisions of the CONFIRE joint powers agreement then in effect shall control all matters relating to unfunded liability.

EXHIBIT E

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Baker Ambulance, Inc. (“Covered Entity”). Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit D;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

Consolidated Fire Agencies

Baker Ambulance, Inc.

Date: _____, 20____

Date: _____, 20____

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, 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”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s

Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for

in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be

used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and

any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2026-27
BAKER AMBULANCE, INC.

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS-600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency.

Agency % of 2025 Call Volume (share)	0.15%
Operating Costs for 2026-27	\$ 22,386.00

B. Contract Fee (5% of \$22,386 Operating Costs):

Per Exhibit B (Compensation) Section B.1 of agreement.	\$ 1,119.00
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Total Costs July 1, 2026 thru June 30, 2027	\$ 23,505.00
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C. <u>Payments shall be made in semi-annual installments of</u>	\$ 11,752.00
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D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone services charges under paragraph B.3 of Exhibit B in the contract.

CONFIRE Representative Nathan Cooke (Interim Executive Director)

Date

Needles Ambulance Representative

Date



SEAT BASED PRODUCTS FOR FY 2026-27
BAKER AMBULANCE, INC.

Product Name	Comments	Opt-in Choice Y/N	Qty
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)		
ESRI Contributor	Interactive map application		
ESRI Creator	Map, spatial analysis creator application		
ESRI Mobile	Map-based field applications		
ESRI Viewer	Browser-based mapping tool		
First Due	Pre-planning platform		
Firstwatch-Perform Plus	Granular Analysis Capability		
Firstwatch-First Pass	EPCR QI Module		
Firstwatch-FOAM	Accreditation Analysis		
Kronos Cloud	Staffing software (Telestaff)		
Twilio	Text module for Kronos		
Smart Sheet	Project Management Software		
TC End-User Managed	Tablet Command Incident management Module		
TC Staff Integration	Tablet Command Telestaff Integration		
West Net Agency	Station Alerting Platform Support		
West Net RIC/MCU	Station Alerting Licenses		

Quantity depicts previous year, please indicate if any changes

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(City of Montclair Fire Department)**

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 the City of Montclair Fire Department (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting 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
 - Appendix 1 to Exhibit A: Optional Seat Based Products Available
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting 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 Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

3. **SCOPE OF SERVICES**

CONFIRE shall furnish to the Contracting 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”).

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: Nathan Cooke,
Interim Executive Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

City of Montclair
Attn: Ryon Dierck, Fire Chief
5111 Benito St.
Montclair, CA 91763

8. **HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies**City of Montclair Fire Department**

Date: _____, 2026

Date: _____, 2026

By: _____

By: _____

Print Name: Nathan CookePrint Name: Terisa BonitoIts: Interim Executive DirectorIts: President

EXHIBIT A

to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Answer emergency calls transferred to CONFIRE by the Contracting Agency’s primary public-safety answering point (PSAP) or other authorized reporting mechanisms.
 - (1) For emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
 - b. Provide emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alert Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: the County of San Bernardino’s Public Safety Radio System , voice delivered over the Public Safety Radio System, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Record and retain audio recordings of requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - e. Record and retain incident records stored in CONFIRE’s computer aided dispatch (CAD) system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - f. Respond to Public Records Requests initiated by the Contracting Agency or the public for the above-mentioned records in compliance with the California Public Records Act and other applicable statutes.
 - g. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.

- h. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.
- i. Provide, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.
 - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc), and providing other Geofile services necessary to the dispatch services described above.
- j. Make available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and created hard copy map books at their own expense.
- k. Provide Contracting Agency use and access to the following software programs:

Product/System	Comment
*Central Square - Visinet	CAD Records
*Image Trend - EPCR w/ Firstwatch Integration	EMS/Fire reporting software
*Pulsepoint	Public incident notification application
*SolarWinds	CONFIRE MIS Help Desk
*Civic Plus Next Request	Online Public Records Request (PRA) system
*Active 911 (agency pays their own subscription)	Responder notification application
**Incident Qualification System (IQS)	Personnel Certs & Quals database
** Firstwatch (basic package)	Agency response reporting data platform
** Tablet Command (end user license and required modules)	Mobile Data Device for unit location, status and response information

**Universal cost basis (per Exhibit B:A-1)*

*** Seat-based cost basis (per Exhibit B:A-1)*

- l. Provide all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.j. above.

2. CONFIRE offers additional services/products on a seat-based cost model. These are listed in Appendix 1 to Exhibit A of this agreement.
 - a. The Contracting Agency shall indicate which of the services/products listed in Appendix 1 of this Exhibit it will utilize and the quantity of each.
 - b. Pricing for these services/products varies and is available upon request.
3. In receiving the Services, Contracting Agency shall do the following:
 - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
 - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
 - b. Comply with the latest technology directives issued by CONFIRE.
 - (1) The directives include, by way of illustration and not by limitation, the directive mandating the provision of Automated Vehicle Location (AVL) services for all response vehicles through approved mobile incident command and response platform.
 - (2) The Contracting Agency shall be solely responsible for all costs associated with the procurement, licensing, cellular connectivity, deployment, and ongoing support of the required mobile incident command and response platform and agency mobile devices necessary to facilitate AVL functionality.
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. The Contracting Agency shall be responsible for all costs associated with the purchase, licensing, installation, and ongoing replacement of customer-premise equipment required to support service delivery, in accordance with CONFIRE's Equipment Replacement Schedule Policy and applicable cost recovery model.
 - e. The Contracting Agency shall utilize the CONFIRE online Public Records Request system for agency requests for such information. The Contracting Agency shall also provide a link on its Agency website for the public to access the system to submit Public Records Requests.

4. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.
 - a. Maintain all radio and pager frequencies as required by CONFIRE.

**APPENDIX 1 TO EXHIBIT A
to CONTRACTING AGENCY AGREEMENT**

OPTIONAL SEAT-BASED PRODUCTS AVAILABLE

Product Name	Comments
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)
ESRI Contributor	Interactive map application
ESRI Creator	Map, spatial analysis creator application
ESRI Mobile	Map-based field applications
ESRI Viewer	Browser-based mapping tool
First Due	Pre-planning platform
Firstwatch-Perform Plus	Granular Analysis Capability
Firstwatch-First Pass	EPCR QI Module
Firstwatch-FOAM	Accreditation Analysis
Kronos Cloud	Staffing software (Telestaff)
Twilio	Text module for Kronos
Smart Sheet	Project Management Software
TC End-User Managed	Tablet Command Incident management Module
TC Staff Integration	Tablet Command Telestaff Integration
West Net Agency	Station Alerting Platform Support
West Net RIC/MCU	Station Alerting Licenses

Seat-based cost basis (per Exhibit B:A-1)

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, commencing with the 2026-27 Fiscal Year, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE shall provide written notice of this sum to Contracting Agency, delivered no later than May 30 of the preceding Fiscal Year. (**Attachment A**)
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency within its jurisdictional area during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
 - b. This formula does not include direct costs incurred for 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed-through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:

- (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).
 - (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
 - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. For 2026-27, and each succeeding Fiscal Year: This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C

to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2026 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2027 (the “Term”).
3. At anytime during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D to CONTRACTING 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 the County of San Bernardino.
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 Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting 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 Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting 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 Contracting Agency, and all of its employees, officials, and agents ("Contracting 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 Contracting 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 Contracting Agency. Contracting 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 Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting 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. Contracting 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.

15. **ASSUMPTION OF UNFUNDED LIABILITIES ATTRIBUTABLE TO CONTRACTING AGENCY.**

- A. The Parties expressly acknowledge:
 - (1) CONFIRE, in providing the Services to Contracting Agency, will incur otherwise unfunded liabilities, (e.g., continuing obligations to provide for the pensions CONFIRE staff hired to provide service to Contracting Agency) ("Unfunded Liabilities");
 - (2) The Compensation set forth in the Agreement does not adequately compensate CONFIRE for such Unfunded Liabilities; and

- (3) The Parties intend this Section 15 to ensure that CONFIRE is held harmless from otherwise unfunded liabilities to the extent that those Unfunded Liabilities are attributable to Contracting Agency.
- (4) The Parties do not intend this Section 15 to apply to unfunded liabilities that are solely attributable to an increase in service level provided to all of CONFIRE's member agencies and contracting agencies.
- B. To the furthest extent permitted by applicable law, Contracting Agency shall indemnify CONFIRE from any and all liabilities of any kind, nature, and description directly or indirectly arising out of, connected with, or resulting from Unfunded Liabilities incurred by CONFIRE as a result of CONFIRE providing the Services to Contracting Agency, unless the liabilities are caused wholly by CONFIRE activities of general applicability to all of CONFIRE's member agencies and contracting agencies. By way of illustration and not by limitation, in the event that CONFIRE must hire staff to render the Services to Contracting Agency, and as a result of this Agreement's termination such staff must be laid-off, and as a result CONFIRE incurs unfunded pension liability, then Contracting Agency shall indemnify CONFIRE for such unfunded pension liability.
- C. The provisions of Section 15.A and 15.B shall not be applicable to a Contracting Agency who applies for, and is accepted for, membership status in the CONFIRE joint powers agreement. In such cases, the provisions of the CONFIRE joint powers agreement then in effect shall control all matters relating to unfunded liability.

EXHIBIT E

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and the City of Montclair Fire Department (“Covered Entity”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit D;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

Consolidated Fire Agencies

City of Montclair

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, 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”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s

Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for

in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be

used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and

any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2026-27
CITY OF MONTCLAIR FIRE DEPARTMENT

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS-600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for certain additional services as listed in the Service Agreement - Section 4 of Exhibit A: Scope of Services.

Agency % of 2025 Call Volume (share)	2.02%
Operating Costs for 2026-27	\$ 343,304.00

B. Contract Fee (5% of \$343,304 Operating Costs):

Per Exhibit B (Compensation) Section B.1 of agreement.	\$ 17,165.00
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Total Costs July 1, 2026 thru June 30, 2027	\$ 360,469.00
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C. Payments shall be made in quarterly installments of

\$ 90,117.00

D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone services charges under paragraph B.3 of Exhibit B in the contract.

CONFIRE Representative Nathan Cooke (Interim Executive Director)

Date

City of Montclair Representative

Date



SEAT BASED PRODUCTS FOR FY 2026-27
CITY OF MONTCLAIR FIRE DEPARTMENT

Product Name	Comments	Opt-in Choice Y/N	Qty
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)		
ESRI Contributor	Interactive map application		
ESRI Creator	Map, spatial analysis creator application		
ESRI Mobile	Map-based field applications		
ESRI Viewer	Browser-based mapping tool		
First Due	Pre-planning platform	Y	1
Firstwatch-Perform Plus	Granular Analysis Capability		
Firstwatch-First Pass	EPCR QI Module		
Firstwatch-FOAM	Accreditation Analysis		
Kronos Cloud	Staffing software (Telestaff)		
Twilio	Text module for Kronos		
Smart Sheet	Project Management Software		
TC End-User Managed	Tablet Command Incident management Module		
TC Staff Integration	Tablet Command Telestaff Integration	Y	1
West Net Agency	Station Alerting Platform Support	Y	2
West Net RIC/MCU	Station Alerting Licenses	Y	2

Quantity depicts previous year, please indicate if any changes

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(Big Bear Fire Authority)**

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 the Big Bear Fire Authority (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting 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
 - Appendix 1 to Exhibit A: Optional Seat Based Products Available
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting 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 Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

3. **SCOPE OF SERVICES**

CONFIRE shall furnish to the Contracting 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”).

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: Nathan Cooke,
Interim Executive Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

Big Bear Fire Authority
Attn: Jeff Willis, Fire Chief
P.O. Box 558
Big Bear City, CA 92314

8. **HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies

Date: _____, 2026

By: _____

Print Name: Nathan CookeIts: Interim Executive Director**Big Bear Fire Authority**

Date: _____, 2026

By: _____

Print Name: _____

Its: _____

EXHIBIT A

to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Answer emergency calls transferred to CONFIRE by the Contracting Agency’s primary public-safety answering point (PSAP) or other authorized reporting mechanisms.
 - (1) For emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
 - b. Provide emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alert Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: the County of San Bernardino’s Public Safety Radio System , voice delivered over the Public Safety Radio System, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Record and retain audio recordings of requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - e. Record and retain incident records stored in CONFIRE’s computer aided dispatch (CAD) system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - f. Respond to Public Records Requests initiated by the Contracting Agency or the public for the above-mentioned records in compliance with the California Public Records Act and other applicable statutes.
 - g. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.

- h. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.
- i. Provide, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.
 - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc), and providing other Geofile services necessary to the dispatch services described above.
- j. Make available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and created hard copy map books at their own expense.
- k. Provide Contracting Agency use and access to the following software programs:

Product/System	Comment
*Central Square - Visinet	CAD Records
*Image Trend - EPCR w/ Firstwatch Integration	EMS/Fire reporting software
*Pulsepoint	Public incident notification application
*SolarWinds	CONFIRE MIS Help Desk
*Civic Plus Next Request	Online Public Records Request (PRA) system
*Active 911 (agency pays their own subscription)	Responder notification application
**Incident Qualification System (IQS)	Personnel Certs & Quals database
** Firstwatch (basic package)	Agency response reporting data platform
** Tablet Command (end user license and required modules)	Mobile Data Device for unit location, status and response information

**Universal cost basis (per Exhibit B:A-1)*

*** Seat-based cost basis (per Exhibit B:A-1)*

- l. Provide all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.j. above.

2. CONFIRE offers additional services/products on a seat-based cost model. These are listed in Appendix 1 to Exhibit A of this agreement.
 - a. The Contracting Agency shall indicate which of the services/products listed in Appendix 1 of this Exhibit it will utilize and the quantity of each.
 - b. Pricing for these services/products varies and is available upon request.
3. In receiving the Services, Contracting Agency shall do the following:
 - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
 - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
 - b. Comply with the latest technology directives issued by CONFIRE.
 - (1) The directives include, by way of illustration and not by limitation, the directive mandating the provision of Automated Vehicle Location (AVL) services for all response vehicles through approved mobile incident command and response platform.
 - (2) The Contracting Agency shall be solely responsible for all costs associated with the procurement, licensing, cellular connectivity, deployment, and ongoing support of the required mobile incident command and response platform and agency mobile devices necessary to facilitate AVL functionality.
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. The Contracting Agency shall be responsible for all costs associated with the purchase, licensing, installation, and ongoing replacement of customer-premise equipment required to support service delivery, in accordance with CONFIRE's Equipment Replacement Schedule Policy and applicable cost recovery model.
 - e. The Contracting Agency shall utilize the CONFIRE online Public Records Request system for agency requests for such information. The Contracting Agency shall also provide a link on its Agency website for the public to access the system to submit Public Records Requests.

4. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.
 - a. Maintain all radio and pager frequencies as required by CONFIRE.

**APPENDIX 1 TO EXHIBIT A
to CONTRACTING AGENCY AGREEMENT**

OPTIONAL SEAT-BASED PRODUCTS AVAILABLE

Product Name	Comments
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)
ESRI Contributor	Interactive map application
ESRI Creator	Map, spatial analysis creator application
ESRI Mobile	Map-based field applications
ESRI Viewer	Browser-based mapping tool
First Due	Pre-planning platform
Firstwatch-Perform Plus	Granular Analysis Capability
Firstwatch-First Pass	EPCR QI Module
Firstwatch-FOAM	Accreditation Analysis
Kronos Cloud	Staffing software (Telestaff)
Twilio	Text module for Kronos
Smart Sheet	Project Management Software
TC End-User Managed	Tablet Command Incident management Module
TC Staff Integration	Tablet Command Telestaff Integration
West Net Agency	Station Alerting Platform Support
West Net RIC/MCU	Station Alerting Licenses

Seat-based cost basis (per Exhibit B:A-1)

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, commencing with the 2026-27 Fiscal Year, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE shall provide written notice of this sum to Contracting Agency, delivered no later than May 30 of the preceding Fiscal Year. (**Attachment A**)
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency within its jurisdictional area during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
 - b. This formula does not include direct costs incurred for 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed-through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:

- (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).
 - (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
 - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. For 2026-27, and each succeeding Fiscal Year: This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C

to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2026 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2027 (the “Term”).
3. At anytime during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D to CONTRACTING 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 the County of San Bernardino.
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 Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting 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 Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting 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 Contracting Agency, and all of its employees, officials, and agents ("Contracting 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 Contracting 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 Contracting Agency. Contracting 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 Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting 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. Contracting 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.

15. **ASSUMPTION OF UNFUNDED LIABILITIES ATTRIBUTABLE TO CONTRACTING AGENCY.**

- A. The Parties expressly acknowledge:
 - (1) CONFIRE, in providing the Services to Contracting Agency, will incur otherwise unfunded liabilities, (e.g., continuing obligations to provide for the pensions CONFIRE staff hired to provide service to Contracting Agency) ("Unfunded Liabilities");
 - (2) The Compensation set forth in the Agreement does not adequately compensate CONFIRE for such Unfunded Liabilities; and

- (3) The Parties intend this Section 15 to ensure that CONFIRE is held harmless from otherwise unfunded liabilities to the extent that those Unfunded Liabilities are attributable to Contracting Agency.
- (4) The Parties do not intend this Section 15 to apply to unfunded liabilities that are solely attributable to an increase in service level provided to all of CONFIRE's member agencies and contracting agencies.
- B. To the furthest extent permitted by applicable law, Contracting Agency shall indemnify CONFIRE from any and all liabilities of any kind, nature, and description directly or indirectly arising out of, connected with, or resulting from Unfunded Liabilities incurred by CONFIRE as a result of CONFIRE providing the Services to Contracting Agency, unless the liabilities are caused wholly by CONFIRE activities of general applicability to all of CONFIRE's member agencies and contracting agencies. By way of illustration and not by limitation, in the event that CONFIRE must hire staff to render the Services to Contracting Agency, and as a result of this Agreement's termination such staff must be laid-off, and as a result CONFIRE incurs unfunded pension liability, then Contracting Agency shall indemnify CONFIRE for such unfunded pension liability.
- C. The provisions of Section 15.A and 15.B shall not be applicable to a Contracting Agency who applies for, and is accepted for, membership status in the CONFIRE joint powers agreement. In such cases, the provisions of the CONFIRE joint powers agreement then in effect shall control all matters relating to unfunded liability.

EXHIBIT E

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Big Bear Fire Authority (“Covered Entity”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit D;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

Consolidated Fire Agencies

Big Bear Fire Authority

Date: _____, 20____

Date: _____, 20____

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, 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”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s

Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for

in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be

used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and

any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2026-27
BIG BEAR FIRE AUTHORITY

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS-600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for certain additional services as listed in the Service Agreement - Section 4 of Exhibit A: Scope of Services.

Agency % of 2025 Call Volume (share)	1.31%
Operating Costs for 2026-27	\$ 258,826.00

B. Contract Fee (5% of \$258,826 Operating Costs):

Per Exhibit B (Compensation) Section B.1 of agreement.	\$ 12,941.00
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Total Costs July 1, 2026 thru June 30, 2027	\$ 271,768.00
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C. Payments shall be made in quarterly installments of

\$ 67,942.00

D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone services charges under paragraph B.3 of Exhibit B in the contract.

CONFIRE Representative Nathan Cooke (Interim Executive Director)

Date

Big Bear Fire Authority Representative

Date



**SEAT BASED PRODUCTS FOR FY 2026-27
BIG BEAR FIRE AUTHORITY**

Product Name	Comments	Opt-in Choice Y/N	Qty
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)		
ESRI Contributor	Interactive map application		
ESRI Creator	Map, spatial analysis creator application		
ESRI Mobile	Map-based field applications		
ESRI Viewer	Browser-based mapping tool		
First Due	Pre-planning platform	Y	1
Firstwatch-Perform Plus	Granular Analysis Capability		
Firstwatch-First Pass	EPCR QI Module		
Firstwatch-FOAM	Accreditation Analysis		
Kronos Cloud	Staffing software (Telestaff)	Y	1
Twilio	Text module for Kronos	Y	60
Smart Sheet	Project Management Software		
TC End-User Managed	Tablet Command Incident management Module	Y	12
TC Staff Integration	Tablet Command Telestaff Integration	Y	1
West Net Agency	Station Alerting Platform Support	Y	4
West Net RIC/MCU	Station Alerting Licenses	Y	4

Quantity depicts previous year, please indicate if any changes

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(County of San Bernardino Road Department)**

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 the County of San Bernardino Road Department (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting 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
 - Appendix 1 to Exhibit A: Optional Seat Based Products Available
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting 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 Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

3. **SCOPE OF SERVICES**

CONFIRE shall furnish to the Contracting 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”).

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: Nathan Cooke,
Interim Executive Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

County of San Bernardino Road Department
Attn: Angela Zavala
#0835, Room 117

8. **HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies

Date: _____, 2026

By: _____

Print Name: Nathan CookeIts: Interim Executive Director**County of San Bernardino Road
Department**

Date: _____, 2026

By: _____

Print Name: _____

Its: _____

EXHIBIT A

to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Answer emergency calls transferred to CONFIRE by the Contracting Agency’s primary public-safety answering point (PSAP) or other authorized reporting mechanisms.
 - (1) For emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
 - b. Provide emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alert Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: the County of San Bernardino’s Public Safety Radio System , voice delivered over the Public Safety Radio System, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Record and retain audio recordings of requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - e. Record and retain incident records stored in CONFIRE’s computer aided dispatch (CAD) system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - f. Respond to Public Records Requests initiated by the Contracting Agency or the public for the above-mentioned records in compliance with the California Public Records Act and other applicable statutes.
 - g. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.

- h. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.
- i. Provide, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.
 - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc), and providing other Geofile services necessary to the dispatch services described above.
- j. Make available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and created hard copy map books at their own expense.
- k. Provide Contracting Agency use and access to the following software programs:

Product/System	Comment
*Central Square - Visinet	CAD Records
*Image Trend - EPCR w/ Firstwatch Integration	EMS/Fire reporting software
*Pulsepoint	Public incident notification application
*SolarWinds	CONFIRE MIS Help Desk
*Civic Plus Next Request	Online Public Records Request (PRA) system
*Active 911 (agency pays their own subscription)	Responder notification application
**Incident Qualification System (IQS)	Personnel Certs & Quals database
** Firstwatch (basic package)	Agency response reporting data platform
** Tablet Command (end user license and required modules)	Mobile Data Device for unit location, status and response information

**Universal cost basis (per Exhibit B:A-1)*

*** Seat-based cost basis (per Exhibit B:A-1)*

- l. Provide all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.j. above.

2. CONFIRE offers additional services/products on a seat-based cost model. These are listed in Appendix 1 to Exhibit A of this agreement.
 - a. The Contracting Agency shall indicate which of the services/products listed in Appendix 1 of this Exhibit it will utilize and the quantity of each.
 - b. Pricing for these services/products varies and is available upon request.
3. In receiving the Services, Contracting Agency shall do the following:
 - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
 - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
 - b. Comply with the latest technology directives issued by CONFIRE.
 - (1) The directives include, by way of illustration and not by limitation, the directive mandating the provision of Automated Vehicle Location (AVL) services for all response vehicles through approved mobile incident command and response platform.
 - (2) The Contracting Agency shall be solely responsible for all costs associated with the procurement, licensing, cellular connectivity, deployment, and ongoing support of the required mobile incident command and response platform and agency mobile devices necessary to facilitate AVL functionality.
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. The Contracting Agency shall be responsible for all costs associated with the purchase, licensing, installation, and ongoing replacement of customer-premise equipment required to support service delivery, in accordance with CONFIRE's Equipment Replacement Schedule Policy and applicable cost recovery model.
 - e. The Contracting Agency shall utilize the CONFIRE online Public Records Request system for agency requests for such information. The Contracting Agency shall also provide a link on its Agency website for the public to access the system to submit Public Records Requests.

4. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.
 - a. Maintain all radio and pager frequencies as required by CONFIRE.

**APPENDIX 1 TO EXHIBIT A
to CONTRACTING AGENCY AGREEMENT**

OPTIONAL SEAT-BASED PRODUCTS AVAILABLE

Product Name	Comments
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)
ESRI Contributor	Interactive map application
ESRI Creator	Map, spatial analysis creator application
ESRI Mobile	Map-based field applications
ESRI Viewer	Browser-based mapping tool
First Due	Pre-planning platform
Firstwatch-Perform Plus	Granular Analysis Capability
Firstwatch-First Pass	EPCR QI Module
Firstwatch-FOAM	Accreditation Analysis
Kronos Cloud	Staffing software (Telestaff)
Twilio	Text module for Kronos
Smart Sheet	Project Management Software
TC End-User Managed	Tablet Command Incident management Module
TC Staff Integration	Tablet Command Telestaff Integration
West Net Agency	Station Alerting Platform Support
West Net RIC/MCU	Station Alerting Licenses

Seat-based cost basis (per Exhibit B:A-1)

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, commencing with the 2026-27 Fiscal Year, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE shall provide written notice of this sum to Contracting Agency, delivered no later than May 30 of the preceding Fiscal Year. (**Attachment A**)
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency within its jurisdictional area during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
 - b. This formula does not include direct costs incurred for 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed-through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:

- (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).
 - (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
 - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. For 2026-27, and each succeeding Fiscal Year: This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C

to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2026 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2027 (the “Term”).
3. At anytime during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D to CONTRACTING 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 the County of San Bernardino.
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 Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting 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 Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting 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 Contracting Agency, and all of its employees, officials, and agents ("Contracting 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 Contracting 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 Contracting Agency. Contracting 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 Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting 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. Contracting 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.

15. **ASSUMPTION OF UNFUNDED LIABILITIES ATTRIBUTABLE TO CONTRACTING AGENCY.**

- A. The Parties expressly acknowledge:
 - (1) CONFIRE, in providing the Services to Contracting Agency, will incur otherwise unfunded liabilities, (e.g., continuing obligations to provide for the pensions CONFIRE staff hired to provide service to Contracting Agency) ("Unfunded Liabilities");
 - (2) The Compensation set forth in the Agreement does not adequately compensate CONFIRE for such Unfunded Liabilities; and

- (3) The Parties intend this Section 15 to ensure that CONFIRE is held harmless from otherwise unfunded liabilities to the extent that those Unfunded Liabilities are attributable to Contracting Agency.
- (4) The Parties do not intend this Section 15 to apply to unfunded liabilities that are solely attributable to an increase in service level provided to all of CONFIRE's member agencies and contracting agencies.
- B. To the furthest extent permitted by applicable law, Contracting Agency shall indemnify CONFIRE from any and all liabilities of any kind, nature, and description directly or indirectly arising out of, connected with, or resulting from Unfunded Liabilities incurred by CONFIRE as a result of CONFIRE providing the Services to Contracting Agency, unless the liabilities are caused wholly by CONFIRE activities of general applicability to all of CONFIRE's member agencies and contracting agencies. By way of illustration and not by limitation, in the event that CONFIRE must hire staff to render the Services to Contracting Agency, and as a result of this Agreement's termination such staff must be laid-off, and as a result CONFIRE incurs unfunded pension liability, then Contracting Agency shall indemnify CONFIRE for such unfunded pension liability.
- C. The provisions of Section 15.A and 15.B shall not be applicable to a Contracting Agency who applies for, and is accepted for, membership status in the CONFIRE joint powers agreement. In such cases, the provisions of the CONFIRE joint powers agreement then in effect shall control all matters relating to unfunded liability.

EXHIBIT E

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and County of San Bernardino Road Department (“Covered Entity”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit D;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

Consolidated Fire Agencies

Date: _____, 2026

By: _____

Print Name: Nathan Cooke

Its: Interim Executive Director

**County of San Bernardino Road
Department**

Date: _____, 2026

By: _____

Print Name: _____

Its: _____

APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, 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”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s

Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for

in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be

used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and

any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2026-27
COUNTY OF SAN BERNARDINO ROAD DEPARTMENT

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS) Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency.

Agency % of 2025 Call Volume (share)	0.10%
Operating Costs for 2026-27	\$ 14,542.00

B. Contract Fee (5% of \$14,542 Operating Costs): \$ 727.00

Total Costs July 1, 2026 thru June 30, 2027	\$15,269.00
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C. Payments shall be made in semi-annual installments of \$ 7,635.00

D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract.

CONFIRE Representative Nathan Cooke (Interim Executive Director)

Date

San Bernardino County Representative

Date



SEAT BASED PRODUCTS FOR FY 2026-27
COUNTY OF SAN BERNARDINO ROAD DEPARTMENT

Product Name	Comments	Opt-in Choice Y/N	Qty
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)		
ESRI Contributor	Interactive map application		
ESRI Creator	Map, spatial analysis creator application		
ESRI Mobile	Map-based field applications		
ESRI Viewer	Browser-based mapping tool		
First Due	Pre-planning platform		
Firstwatch-Perform Plus	Granular Analysis Capability		
Firstwatch-First Pass	EPCR QI Module		
Firstwatch-FOAM	Accreditation Analysis		
Kronos Cloud	Staffing software (Telestaff)		
Twilio	Text module for Kronos		
Smart Sheet	Project Management Software		
TC End-User Managed	Tablet Command Incident management Module		
TC Staff Integration	Tablet Command Telestaff Integration		
West Net Agency	Station Alerting Platform Support		
West Net RIC/MCU	Station Alerting Licenses		

Quantity depicts previous year, please indicate if any changes

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(Running Springs Fire Department)**

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 the Running Springs Fire Department (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting 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
 - Appendix 1 to Exhibit A: Optional Seat Based Products Available
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting 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 Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

3. SCOPE OF SERVICES

CONFIRE shall furnish to the Contracting 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”).

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: Nathan Cooke,
Interim Executive Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

Running Springs Fire Department
P.O. Box 2206
31250 Hilltop Blvd.
Running Springs, CA 92382

8. HIPPA BUSINESS ASSOCIATE AGREEMENT

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies

Date: _____, 2026

By: _____

Print Name: Nathan CookeIts: Interim Executive Director**Running Springs Fire Department**

Date: _____, 2026

By: _____

Print Name: _____

Its: _____

EXHIBIT A

to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Answer emergency calls transferred to CONFIRE by the Contracting Agency’s primary public-safety answering point (PSAP) or other authorized reporting mechanisms.
 - (1) For emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
 - b. Provide emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alert Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: the County of San Bernardino’s Public Safety Radio System , voice delivered over the Public Safety Radio System, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Record and retain audio recordings of requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - e. Record and retain incident records stored in CONFIRE’s computer aided dispatch (CAD) system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - (1) Records retained in compliance with CONFIRE Board approved records retention policy
 - f. Respond to Public Records Requests initiated by the Contracting Agency or the public for the above-mentioned records in compliance with the California Public Records Act and other applicable statutes.
 - g. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.

- h. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.
- i. Provide, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.
 - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc), and providing other Geofile services necessary to the dispatch services described above.
- j. Make available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and created hard copy map books at their own expense.
- k. Provide Contracting Agency use and access to the following software programs:

Product/System	Comment
*Central Square - Visinet	CAD Records
*Image Trend - EPCR w/ Firstwatch Integration	EMS/Fire reporting software
*Pulsepoint	Public incident notification application
*SolarWinds	CONFIRE MIS Help Desk
*Civic Plus Next Request	Online Public Records Request (PRA) system
*Active 911 (agency pays their own subscription)	Responder notification application
**Incident Qualification System (IQS)	Personnel Certs & Quals database
** Firstwatch (basic package)	Agency response reporting data platform
** Tablet Command (end user license and required modules)	Mobile Data Device for unit location, status and response information

**Universal cost basis (per Exhibit B:A-1)*

*** Seat-based cost basis (per Exhibit B:A-1)*

- l. Provide all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.j. above.

2. CONFIRE offers additional services/products on a seat-based cost model. These are listed in Appendix 1 to Exhibit A of this agreement.
 - a. The Contracting Agency shall indicate which of the services/products listed in Appendix 1 of this Exhibit it will utilize and the quantity of each.
 - b. Pricing for these services/products varies and is available upon request.
3. In receiving the Services, Contracting Agency shall do the following:
 - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
 - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
 - b. Comply with the latest technology directives issued by CONFIRE.
 - (1) The directives include, by way of illustration and not by limitation, the directive mandating the provision of Automated Vehicle Location (AVL) services for all response vehicles through approved mobile incident command and response platform.
 - (2) The Contracting Agency shall be solely responsible for all costs associated with the procurement, licensing, cellular connectivity, deployment, and ongoing support of the required mobile incident command and response platform and agency mobile devices necessary to facilitate AVL functionality.
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. The Contracting Agency shall be responsible for all costs associated with the purchase, licensing, installation, and ongoing replacement of customer-premise equipment required to support service delivery, in accordance with CONFIRE's Equipment Replacement Schedule Policy and applicable cost recovery model.
 - e. The Contracting Agency shall utilize the CONFIRE online Public Records Request system for agency requests for such information. The Contracting Agency shall also provide a link on its Agency website for the public to access the system to submit Public Records Requests.

4. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.
 - a. Maintain all radio and pager frequencies as required by CONFIRE.

**APPENDIX 1 TO EXHIBIT A
to CONTRACTING AGENCY AGREEMENT**

OPTIONAL SEAT-BASED PRODUCTS AVAILABLE

Product Name	Comments
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)
ESRI Contributor	Interactive map application
ESRI Creator	Map, spatial analysis creator application
ESRI Mobile	Map-based field applications
ESRI Viewer	Browser-based mapping tool
First Due	Pre-planning platform
Firstwatch-Perform Plus	Granular Analysis Capability
Firstwatch-First Pass	EPCR QI Module
Firstwatch-FOAM	Accreditation Analysis
Kronos Cloud	Staffing software (Telestaff)
Twilio	Text module for Kronos
Smart Sheet	Project Management Software
TC End-User Managed	Tablet Command Incident management Module
TC Staff Integration	Tablet Command Telestaff Integration
West Net Agency	Station Alerting Platform Support
West Net RIC/MCU	Station Alerting Licenses

Seat-based cost basis (per Exhibit B:A-1)

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, commencing with the 2026-27 Fiscal Year, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE shall provide written notice of this sum to Contracting Agency, delivered no later than May 30 of the preceding Fiscal Year. (**Attachment A**)
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency within its jurisdictional area during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
 - b. This formula does not include direct costs incurred for 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed-through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:

- (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).
 - (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
 - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. For 2026-27, and each succeeding Fiscal Year: This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C

to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2026 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2027 (the “Term”).
3. At anytime during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D to CONTRACTING 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 the County of San Bernardino.
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 Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting 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 Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting 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 Contracting Agency, and all of its employees, officials, and agents ("Contracting 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 Contracting 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 Contracting Agency. Contracting 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 Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting 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. Contracting 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.

15. **ASSUMPTION OF UNFUNDED LIABILITIES ATTRIBUTABLE TO CONTRACTING AGENCY.**

- A. The Parties expressly acknowledge:
 - (1) CONFIRE, in providing the Services to Contracting Agency, will incur otherwise unfunded liabilities, (e.g., continuing obligations to provide for the pensions CONFIRE staff hired to provide service to Contracting Agency) ("Unfunded Liabilities");
 - (2) The Compensation set forth in the Agreement does not adequately compensate CONFIRE for such Unfunded Liabilities; and

- (3) The Parties intend this Section 15 to ensure that CONFIRE is held harmless from otherwise unfunded liabilities to the extent that those Unfunded Liabilities are attributable to Contracting Agency.
- (4) The Parties do not intend this Section 15 to apply to unfunded liabilities that are solely attributable to an increase in service level provided to all of CONFIRE's member agencies and contracting agencies.
- B. To the furthest extent permitted by applicable law, Contracting Agency shall indemnify CONFIRE from any and all liabilities of any kind, nature, and description directly or indirectly arising out of, connected with, or resulting from Unfunded Liabilities incurred by CONFIRE as a result of CONFIRE providing the Services to Contracting Agency, unless the liabilities are caused wholly by CONFIRE activities of general applicability to all of CONFIRE's member agencies and contracting agencies. By way of illustration and not by limitation, in the event that CONFIRE must hire staff to render the Services to Contracting Agency, and as a result of this Agreement's termination such staff must be laid-off, and as a result CONFIRE incurs unfunded pension liability, then Contracting Agency shall indemnify CONFIRE for such unfunded pension liability.
- C. The provisions of Section 15.A and 15.B shall not be applicable to a Contracting Agency who applies for, and is accepted for, membership status in the CONFIRE joint powers agreement. In such cases, the provisions of the CONFIRE joint powers agreement then in effect shall control all matters relating to unfunded liability.

EXHIBIT E

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Running Springs Fire Department (“Covered Entity”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit D;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

Consolidated Fire Agencies

Running Springs Fire Department

Date: _____, 2026

Date: _____, 2026

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, 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”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s

Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for

in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be

used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and

any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2026-27
RUNNING SPRINGS FIRE DEPARTMENT

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS-600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for the following services:

Agency % of 2025 Call Volume (share)	0.22%
Operating Costs for 2026-27	\$ 63,021.00

B. Contract Fee (5% of Operating Costs):

(will not be assessed without new contract)	(\$0.00)
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Total Costs July 1, 2026 thru June 30, 2027	\$ 63,021.00
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C. Payments shall be made in semi-annual installments of \$ 31,511.00

D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone and radio/pager service charges as per the contract.

CONFIRE Representative Nathan Cooke (Interim Executive Director)

Date

Running Springs Fire Department Representative

Date



SEAT BASED PRODUCTS FOR FY 2026-27
RUNNING SPRINGS FIRE DEPARTMENT

Product Name	Comments	Opt-in Choice Y/N	Qty
ESRI Enterprise	Agency-wide geospatial data platform (maps, analytics)		
ESRI Contributor	Interactive map application		
ESRI Creator	Map, spatial analysis creator application		
ESRI Mobile	Map-based field applications		
ESRI Viewer	Browser-based mapping tool		
First Due	Pre-planning platform	Y	1
Firstwatch-Perform Plus	Granular Analysis Capability		
Firstwatch-First Pass	EPCR QI Module		
Firstwatch-FOAM	Accreditation Analysis		
Kronos Cloud	Staffing software (Telestaff)		
Twilio	Text module for Kronos		
Smart Sheet	Project Management Software		
TC End-User Managed	Tablet Command Incident management Module	Y	8
TC Staff Integration	Tablet Command Telestaff Integration	Y	1
West Net Agency	Station Alerting Platform Support	Y	1
West Net RIC/MCU	Station Alerting Licenses	Y	1

Quantity depicts previous year, please indicate if any changes

**CONFIRE**

STAFF REPORT

DATE: June 23, 2026

FROM: Nathan Cooke, Interim Executive Director

BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Agreement Between CONFIRE and Rancho Cucamonga Fire Protection District for Josh Stapleton

Recommendation

Authorize the Interim Executive Director to execute and enter into an agreement between CONFIRE and Rancho Cucamonga Fire Protection District to authorize Fire Captain, Josh Stapleton to serve as Interim Director of Emergency Medical Services and Transport for the CONFIRE Ambulance Contract Implementation Team, for a not-to-exceed amount of \$67,323 for the a four-month term, from July 1, 2026 to October 31, 2026.

Background Information

On December 5, 2023, the County of San Bernardino awarded CONFIRE the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract (EMS Contract).

On September 12, 2024, the State Superior Court issued an injunction halting the implementation of services, which had been scheduled to begin on October 1, 2024.

On May 6, 2026, the State Superior Court lifted the injunction, allowing CONFIRE to re-establish the implementation process and proceed toward system deployment

To organize a successful transition, San Bernardino County Fire Chiefs will use the incident command system to organize resources and have selected Fire Captain, Stapleton to serve as the Interim Director of Emergency Medical Services and Transport for the CONFIRE EMS Division Implementation Team

This implementation team has already begun working on the project. Priorities have been identified for Fire Captain, Stapleton to build the foundation and included in the scope of work for the consulting agreement:

- a. Work with CONFIRE Staff and Implementation Team members to ensure all aspects of the County Ground Ambulance Contract are fulfilled prior to implementation on October 1, 2026.
- b. Coordinate and work with Priority Ambulance staff on all aspects of their obligations related to the requirements in the Contract, to ensure all obligations of agreement prior to October 1, 2026.
- c. Perform all duties and functions related to serving as the Interim Director of Emergency Medical Services and Transport for the CONFIRE EMS Division Implementation Team.

The contract term is for four months from July 1, 2026, to October 31, 2026, and can be extended for an additional period of six months through an amendment to the contract.

Fiscal Impact

The total costs for the four-month term will not exceed \$67,323 and will be paid from the EMS Fund (5020).

Attachments

- 2026_06_Employee Loan Agreement – Rancho FD (Josh S.)

EMPLOYEE LOANING AGREEMENT

This EMPLOYEE LOANING AGREEMENT (“Agreement”), approved as of July 01, 2026, (the “Effective Date”), is made and entered into between Rancho Cucamonga Fire Protection District, a California fire protection district and the Consolidated Fire Agencies Joint Powers Authority, a California Joint Powers Authority (“CONFIRE”). Rancho Cucamonga Fire Protection District and CONFIRE are each referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Rancho Cucamonga Fire Protection District is a fire protection district duly authorized and existing under Health & Safety Code § 13800, et seq. and

WHEREAS, CONFIRE is a Joint Powers Authority existing pursuant to Government Code section 6500, et seq., of the State of California, of which Rancho Cucamonga Fire Protection District is a member; and

WHEREAS, Rancho Cucamonga Fire Protection District and CONFIRE each employ individuals that are experienced, competent, and qualified to provide a variety of services to the other Party; and

WHEREAS, Rancho Cucamonga Fire Protection District has entered into a Joint Exercise of Powers Agreement (“JPA Agreement”) by which CONFIRE provides for the joint administration of its member agencies, including staffing and infrastructure, in order to obtain a cost-effective means of providing dispatch services to member agencies; and

WHEREAS, on December 5, 2023, the San Bernardino County Board of Supervisors approved a contract by which CONFIRE is to provide ground ambulance services, including Advanced Life Support, Basic Life Support, Critical Care Transport, and Interfacility Transport services to 11 designated Exclusive Operating Areas (EOAs), that includes EOAs: 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, 12a, also known as the Comprehensive Service area within the County (“County Ambulance Services”); and

WHEREAS CONFIRE will provide those contracted County Ambulance Services from October 1, 2026 through September 30, 2031, unless extended; and

WHEREAS, in order to achieve the purpose set forth in the JPA Agreement and more specifically to assist with the initial implementation of the County Ambulance Services agreement, Rancho Cucamonga Fire Protection District desires to loan CONFIRE an employee, to perform certain services in accordance with the provisions of this Agreement; and

WHEREAS, the purpose of this Agreement is to establish the terms under which Rancho Cucamonga Fire Protection District shall loan an employee to CONFIRE and to allocate the costs

and potential liabilities of the Parties in carrying out this Agreement; and

WHEREAS, it is the intent of the Parties that, insofar as possible, CONFIRE shall bear the costs that are incurred by Rancho Cucamonga Fire Protection District for the employment and maintenance of the personnel, materials, equipment, and other services and supplies to provide the loaned employee to CONFIRE, at the levels specified in this Agreement; and

WHEREAS, it is also the intent of the Parties that any liabilities by the Parties arising out of the provision of services provided by the loaned employee to CONFIRE under this Agreement be allocated to and borne by CONFIRE.

AGREEMENT

NOW, THEREFORE, BE IT RESOLVED, that in consideration for the promises and the mutual agreements of the Parties contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Loaned Employee; Services to be Performed** Rancho Cucamonga Fire Protection District agrees to loan a District employee to CONFIRE employee on the following terms and conditions:

(a) **Identification of Loaned Employee.** The employee to be loaned to CONFIRE will be Josh Stapleton (“Loaned Employee”), who will provide service for a period of up to four months from the Effective Date, unless this Agreement is sooner terminated or extended as provided herein).

(b) **Services.** The Loaned Employee will perform functions comparable to those services the Loaned Employee performs for Rancho Cucamonga Fire Protection District, specifically focusing on the original implementation of CONFIRE’s County Ambulances Services to be provided to San Bernardino County (the “Services”). The Loaned Employee will perform the Services in a professional manner.

2. **Rancho Cucamonga Fire Protection District Responsibilities.**

(a) **Loaned Employee Compensation and Benefits.** Rancho Cucamonga Fire Protection District shall continue to be financially responsible and operationally responsible for meeting payroll and providing compensation and employee benefits and the associated personnel, payroll and benefit administration services for the Loaned Employee providing Services to CONFIRE. In furtherance of the foregoing, Rancho Cucamonga Fire Protection District shall:

(i) Properly secure coverage for workers’ compensation coverage for the Loaned Employee while they are performing Services pursuant to this Agreement;

(ii) Be fully responsible for payment of all payroll, payroll taxes, collection of taxes, unemployment insurance, and other administrative functions customarily performed by an employer and required under applicable federal, state, or local laws; and

(iii) Without regard to payment by CONFIRE, assume such responsibilities as are required by applicable federal, state, and local wage and hour laws for payment of wages to the Loaned Employee.

(b) Additional Responsibilities. In addition, Rancho Cucamonga Fire Protection District shall be responsible for:

(i) Notifying Loaned Employee of their assignment to provide services to CONFIRE and complying with any applicable provisions of any collective bargaining agreement or other employment agreements, policies or rules;

(ii) Notifying CONFIRE immediately upon the release, termination or cessation of employment of Loaned Employee;

(iii) As applicable, disciplining, replacing, and terminating the employment of the Loaned Employee and designating the date of separation from employment;

(iv) As applicable, rewarding, promoting, reassigning, and determining the wages, hours, terms, and conditions of employment of the Loaned Employee;

(v) Resolving and deciding grievances and disputes of the Loaned Employee;

(vi) Managing workers' compensation claims, claim filings, and related procedures; and

(vii) On a monthly basis calculating the direct costs of the Loaned Employee it loaned to CONFIRE and sending a bill to CONFIRE for those costs, pursuant to Section 4 of this Agreement.

3. CONFIRE Responsibilities. CONFIRE shall be responsible for:

(a) Ensuring that it complies with all wage and hour laws, including the Fair Labor Standards Act, any regulations set forth by the Occupational Safety and Health Administration ("OSHA"), Cal OSHA, and any and all other laws and regulations applicable to workplace administration and safety with respect to the terms and conditions under which the Loaned Employee shall work. This includes, without limitation, compliance with meal and rest periods as required by applicable federal, state, and local labor laws and compliance with timecard reporting;

(b) Providing the personnel necessary for effective communication with Rancho Cucamonga Fire Protection District;

(c) Notifying Rancho Cucamonga Fire Protection District immediately if there are concerns with the performance of Loaned Employee of the duties specified in this Agreement;

(d) Promulgating and administering employment and safety policies and ensuring safe working conditions in respect to CONFIRE's premises, facility and equipment;

(e) Keeping accurate records regarding the Loaned Employee's work for the purposes of computing and making provisions for CONFIRE's payment of the costs for the services provided by Loaned Employee; and

(f) Providing payment to Rancho Cucamonga Fire Protection District pursuant to Section 4 of this Agreement.

4. **Terms of Payment.**

(a) As payment for Services described herein, CONFIRE agrees to reimburse the District for the costs of the Loaned Employee, the total gross wages paid to the Loaned Employee as part of the Loaned Employee's regular payroll. The rate for Loaned Employee in his current position as a Fire Captain is \$16,830.56/month. This rate may change based on a change in the actual direct costs of the Loaned Employee, including if Loaned Employee is no longer serving in his Acting capacity. Rancho Cucamonga Fire Protection District will provide advance notice of any rate changes.

(b) Rancho Cucamonga Fire Protection District shall bill the costs of employing its Loaned Employee to CONFIRE on a monthly basis. CONFIRE shall pay Rancho Cucamonga Fire Protection District the billed amount within thirty (30) days of receiving the bill.

(c) Rancho Cucamonga Fire Protection District shall continue to be financially and operationally responsible for meeting payroll and providing compensation and employee benefits and the associated personnel, payroll, and benefit administration services for the Loaned Employee performing work under this Agreement for CONFIRE in accordance with applicable federal, state, and local laws, including but not limited to, collection, reporting, and payment of all applicable federal, state, and local payroll taxes, unemployment and disability insurance withholding, administration of workers compensation programs, maintenance of payroll benefit and safety records; and compliance with the Immigration Reform and Control Act of 1986. Loaned Employee, assigned to perform duties for CONFIRE, shall in no way be considered an employee of CONFIRE for the purpose of accruing any benefits afforded to CONFIRE employees.

5. **Employment Relationship.**

(a) Nothing in this Agreement shall confer upon any employee of Rancho Cucamonga Fire Protection District any rights or remedies, including any right to employment with CONFIRE. Each Party hereto intends that this Agreement does not benefit or create any right or cause of action in or on behalf of any party other than the Parties. Neither Rancho Cucamonga Fire Protection District nor any of Rancho Cucamonga Fire Protection District'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.

(b) Loaned Employee shall be and remain employees of Rancho Cucamonga Fire Protection District and shall at all times be subject to the direction, supervision, and control of Rancho Cucamonga Fire Protection District.

(c) CONFIRE shall have no right to discharge Loaned Employee from employment with Rancho Cucamonga Fire Protection District. However, CONFIRE may, upon fifteen (15) days prior notice request that Rancho Cucamonga Fire Protection District replace Loaned Employee with another Rancho Cucamonga Fire Protection District employee to provide the services provided in this Agreement. Furthermore, either Party may terminate this Agreement and therefore, all Loaned Employee Services by providing the notice required in Section 7 of this Agreement.

6. **Allocation of Liabilities, Insurance, and Indemnification.** The Parties recognize that under Government Code section 895, et seq., they are jointly and severally liable for liabilities arising out of the Services of the Loaned Employees; however, this Agreement may provide for indemnification and rights of contribution which effectively allocate such potential liabilities.

(a) **Indemnification.** CONFIRE agrees to defend, indemnify, and hold harmless the Rancho Cucamonga Fire Protection District, its elected officials, officers, employees and agents ("District Parties") with respect to any and all liabilities and claims for damages asserted by any third party and arising out of or in connection with the Services provided by Loaned Employee to CONFIRE under this Agreement, to the extent not covered by any liability insurance carried by CONFIRE pursuant to this Agreement or workers compensation insurance maintained by Rancho Cucamonga Fire Protection District.

CONFIRE further agrees to defend, indemnify and hold the District Parties harmless with respect to (i) any and all losses, penalties, liabilities and/or claims asserted by any employee retirement system, including the Public Employees Retirement System, and/or (ii) any loss of benefits or penalties suffered by Loaned Employee or the District; as a result of the District entering this Agreement with CONFIRE.

(b) **Liability Insurance.** The Parties agree that CONFIRE's liability insurance shall be primary and Rancho Cucamonga Fire Protection District's self-insurance will not contribute to claims or liabilities arising out of the Services provided by Loaned Employee to CONFIRE by Rancho Cucamonga Fire Protection District. CONFIRE shall ensure that it has sufficient liability insurance to cover the Services of the Loaned Employee. However, as stated above, Loaned Employee remains an employee of Rancho Cucamonga Fire Protection District and any and all claims for Workers' Compensation coverage or benefits shall be covered by Rancho Cucamonga Fire Protection District insurance.

7. **Term and Termination.** This Agreement shall begin on the Effective Date and shall continue for a maximum of four months, unless sooner terminated or extended. This Agreement may be extended for up to six months until April 30, 2027, with CONFIRE Administrative Committee approval and approval by the Contractor's designated representative. Either Party may terminate this Agreement, by providing the other Party with at least thirty (30) days' prior, written notice.

8. **Amendment.** This Agreement may not be modified in any manner other than by an agreement in writing signed by the Parties.

9. **Entire Agreement.** This Agreement comprises the entire integrated understanding between Rancho Cucamonga Fire Protection District and CONFIRE concerning the subject matter of this Agreement and it supersedes all prior negotiations, representations, agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

10. **Agreement Binding on Successors.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns, and it is not intended to create any obligations to, or rights in respect of, any person other than the Parties and their respective successors and assigns.

11. **Governing Law.** The interpretation, validity, and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflicts of laws principles thereof. The Parties shall be responsible for complying with all federal, state, and local laws whether or not said laws are expressly stated or referred to herein.

12. **Notices.** Any notice required or permitted under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

To CONFIRE:

Consolidated Fire Agencies
Attn: Nathan Cooke, Interim Executive Director
1743 Miro Way
Rialto, CA 92376

To Rancho Cucamonga Fire Protection District:

Attn: Augie Barreda, Deputy Chief of Operations
10500 Civic Center Drive
City Hall Lower Level
Rancho Cucamonga, CA 91730

13. **Counterparts.** This Agreement may be executed in the original or in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

14. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives as of the Effective Date.

CONSOLIDATED FIRE AGENCIES

Date: _____, 2026

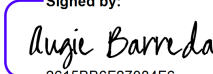
By: _____

Print Name: Nathan Cooke

Its: Interim Executive Director

Rancho Cucamonga Fire Protection District

Date: 6/15/2026, 2026

Signed by:
By: 
261582852708456...

Print Name: Augie Barreda

Its: Deputy Chief of Operations



STAFF REPORT

DATE: June 23, 2026

FROM: Nathan Cooke, Interim Executive Director

BY: Damian Parsons, Finance/Administrative Director

TO: Administrative Committee

SUBJECT: Approval of New Job Descriptions for Positions Added in the 2026-27 Budget

Recommendation

Approve the new job descriptions for the positions authorized as part of the 2026-27 budget.

Background Information

As part of the FY 2026-27 Budget approval process, the Board approved a significant organizational restructuring designed to position CONFIRE for continued growth, and the implementation, delivery, and oversight of ambulance services. The reorganization created three major divisions: Administration, Business Operations, and Operations. Each division will be led by a Deputy Executive Director. This structure is designed to strengthen leadership capacity, improve accountability, and support growth and expanding responsibilities.

The addition of ambulance services represents one of the most significant expansions in CONFIRE's history and requires new responsibilities in areas such as operations, training, compliance, logistics, risk management, finance, public information, and ambulance system status management. To support both the reorganization and ambulance services, the Board approved several new position classifications as part of the 2026-27 budget within the Emergency Medical Services Fund (5020). While funding for these positions was approved through the budget process, formal adoption of the job descriptions for the new position classifications, not previously utilized in CONFIRE, is required before recruitment activities can begin.

Over the past several weeks, staff collaborated to develop job descriptions that accurately reflect the duties, responsibilities, qualifications, and competencies required for each new role. These job descriptions were developed to align with industry standards, support the agency's new organizational structure, and provide the staffing framework necessary to

successfully manage ambulance operations, regulatory compliance, workforce development, logistics, public information, and financial oversight.

The proposed job descriptions have been reviewed for consistency in classification, reporting, and compensation structures, and compliance with labor and employment requirements. They provide clear expectations regarding essential functions, required qualifications, and performance standards, supporting both transparent recruitment practices and effective employee performance management.

In recognition of the significant organizational changes, staff intends to procure the services of an independent compensation and classification consultant to conduct a comprehensive review of the new positions. The study will evaluate pay equity across the organization, assess market competitiveness, and identify potential salary compaction issues between classifications. The results of the study will be presented to the Administrative Committee for consideration and may result in future recommendations regarding classification structures and compensation ranges.

Approval of these job descriptions will allow staff to begin recruiting for key positions needed to implement the approved organizational restructuring, support operations, and ensure the successful launch and long-term sustainability of CONFIRE's ambulance services program.

The positions requiring job description approval include:

Position	Annual	Range	Representation/MOU
Administrative Assistant	\$58,843 - \$83,948.80	E28D	Exempt
Administrative Secretary I	\$44,408 - \$64,313	18	CMU
Contract/Grants Manager	\$113,547.20 - \$162,302.40	E55C	Exempt
Cultural Officer	\$113,547.20 - \$162,302.40	E55C	Exempt
Deputy Executive Director	\$193,294.40 – \$275,329.60	E76B	Exempt
ECC Chief	\$130,769.60 - \$187,304.00	E61C	Exempt
EMS Training Manager	\$113,547.20 - \$162,302.40	E55C	Exempt
EMS/Transport Director	\$160,742.40 – \$228,800.00	E66B	Exempt
Executive Director	\$238,555.20- \$340,891.20	E85B	Exempt
Health and Wellness Director	\$160,742.40 – 228,800.00	E66B	Exempt
Logistics Manager	\$113,547.20 - \$162,302.40	E55C	Exempt
Management Analyst	\$96,595.20- \$138,590.40	E49D	Exempt
Public Information Officer	\$160,742.40 – 228,800.00	66B	Exempt
Purchaser/Buyer	\$64,750.40 - \$93,745.60	33	Non-Rep
Risk Manager	\$113,547.20 - \$162,302.40	E55C	Exempt
EMS Systems Status Manager	\$105,518.40 - \$152,838.40	53	CMU

The above list is not inclusive of all planned new classifications, as staff needs to meet and confer with respective labor groups for certain classifications to agree on salary ranges. The job descriptions for these positions will be presented to the Administrative Committee for approval at a later date.

Fiscal Impact

There is no additional fiscal impact associated with approval of the job descriptions. Funding for all related positions was included in the approved FY 2026-27 Budget.



ADMINISTRATIVE ASSISTANT

Job Code #: TBD

Salary Range: E28D

Job Description:

Under general direction, the Administrative Assistant performs a wide range of advanced administrative, operational, and program support duties for assigned department managers, division chiefs, or functional units within CONFIRE. This position plays a key role in coordinating departmental operations, supporting administrative processes, assisting with budget and purchasing activities, maintaining records and reporting systems, and facilitating communication between management, staff, member agencies, vendors, and external stakeholders.

The Administrative Assistant exercises independent judgment in applying established policies and procedures, coordinating administrative workflows, and ensuring the timely completion of departmental projects and assignments. This position performs duties that are broader and more complex than those assigned to an Administrative Secretary and may support multiple programs or functional areas simultaneously.

Performs related duties as assigned.

Distinguishing Characteristics:

The Administrative Assistant is responsible for advanced administrative coordination and operational support requiring greater independence, initiative, and organizational responsibility than the Administrative Secretary classification.

This classification differs from Administrative Secretary in that incumbents are regularly assigned department-level projects, assist with budget projects and contract administration, coordinate program and operational activities, and may provide lead direction to clerical staff.

Example of Duties:

Duties may include, but are not limited to:

1. Coordinates and supports departmental administrative operations, projects, and workflow processes to ensure efficiency and compliance with CONFIRE, JPA policies and procedures.
2. Prepares, reviews, and formats correspondence, reports, presentations, agendas, meeting materials, and other documents for management review and distribution.
3. Provides administrative support for Board meetings, committees, workgroups, and other organizational meetings by preparing agendas, assembling packets, recording minutes, and tracking follow-up items.
4. Research, compile, and summarize operational, financial, statistical, and administrative data for reports, presentations, and management decision-making.
5. Maintains and updates confidential and non-confidential records, databases, logs, and filing systems in accordance with retention and confidentiality requirements.
6. Assist with records management activities, including document retention, records organization, archival processes, and compliance with applicable record retention requirements.
7. Acts as liaison between management, staff, member agencies, vendors, and external stakeholders to coordinate communication and resolve administrative issues.



8. Monitors assigned projects and tasks, ensuring deadlines are met and deliverables are completed accurately and on time.
9. Assists with contract and agreement administration, including tracking documents, maintaining files, and supporting renewal or amendment processes.
10. Assist with purchasing activities, including preparation of purchase requests, tracking procurement documentation, coordinating vendor communications, and monitoring purchasing workflows.
11. Coordinates travel arrangements, training sessions, conferences, and special events, including logistics and expense documentation.
12. Reviews administrative procedures and workflow processes and recommends improvements to enhance efficiency and service delivery.
13. Provides guidance and support to clerical staff as assigned, including assisting with training and workflow coordination.
14. Responds to inquiries from employees, member agencies, vendors, and the public, interpreting and explaining departmental policies and procedures within scope of authority.
15. Provides vacation or temporary relief, as required.
16. Performs other related duties, as assigned.

Minimum Qualifications:

Education:

High school diploma or GED required.

-AND-

Experience:

Three (3) years of increasingly responsible administrative, office management, or program support experience.

Desired Qualifications:

- Associate degree in business administration, Public Administration, Office Administration, or related field is desirable.
- Experience supporting management-level staff in a public agency or public safety environment.
- Experience supporting records management, document retention, public records requests, or Board administration activities.
- Knowledge of budget tracking, purchasing, and contract administration.
- Strong organizational, coordination, and project management skills.
- Proficiency with Microsoft Office Suite, (Excel, Word, PowerPoint), and database or reporting systems.
- Ability to work independently and manage multiple priorities.
- Strong written and verbal communication skills.
- Ability to maintain confidentiality and exercise sound judgment.

Representation unit:

Exempt



Salary Range:

E28D – Benefit Group D

Updated 6/4/2026 NL

Updated 6/4/26 BKB



ADMINISTRATIVE SECRETARY I

Job Code #: 46210

Salary Range: 18

Job Description:

Under general supervision, the Administrative Secretary performs a variety of secretarial and administrative support duties requiring knowledge of CONFIRE JPA policies, procedures, and operational practices, and how they apply to employees, member agencies, partner agencies, vendors, and the public.

This position provides direct secretarial and administrative support to management, professional staff, assigned divisions, committees, and workgroups. The Administrative Secretary performs responsible clerical, records, scheduling, purchasing, meeting support, and administrative coordination duties requiring discretion, accuracy, confidentiality, and sound judgment.

Performs related duties as assigned.

Distinguishing Characteristics:

The Administrative Secretary is responsible for a broad range of secretarial and administrative tasks in support of managers, professional staff, or assigned functional units.

This classification is distinguished from office assistant classifications by the assignment of more complex clerical and administrative tasks requiring knowledge of agency policies, procedures, records, schedules, purchasing processes, meeting support requirements, and confidential information.

The position requires discretion, initiative, attention to detail, and the ability to handle confidential and sensitive information while applying and explaining established policies and procedures within the scope of assigned authority.

Example of Duties:

Duties may include, but are not limited to, the following:

1. Screen, prioritize, and direct telephone calls, emails, mail, and correspondence; provide information requiring interpretation and explanation of CONFIRE JPA policies, procedures, and practices.
2. Compose routine and factual correspondence, memoranda, notices, forms, and communications based on general instructions, established guidelines, or brief notes.
3. Type, format, proofread, and process correspondence, reports, agendas, minutes, forms, numerical materials, and other documents from drafts, recordings, notes, or general direction.
4. Research, compile, and organize information from files, records, databases, and other sources; prepare summaries, logs, and routine reports for management review.
5. Establish, maintain, update, and organize logs, files, and records, including budget, personnel, payroll, purchasing, meeting, and other confidential or sensitive administrative records.
6. Assist with records management activities, including document organization, retention, retrieval, archival processes, and compliance with applicable record retention requirements.
7. Schedule meetings, interviews, conferences, appointments, and other activities; prepare agendas, packets, supporting materials, attendance records, and follow-up documentation.



8. Assist with Board, committee, workgroup, and organizational meeting support, including preparing materials, recording notes or minutes, distributing documents, and tracking follow-up items.
9. Post, track, and reconcile financial or administrative transactions in accounts, logs, spreadsheets, or other records; assist with monitoring expenditures and maintaining related documentation.
10. Maintain supervisor or division calendars; schedule appointments as directed; coordinate travel arrangements and prepare or process related documentation and expense reports.
11. Prepare, process, and track purchase requests, purchase orders, requisitions, invoices, vendor documentation, and related purchasing materials in accordance with established procedures.
12. Explain or interpret departmental policies, procedures, forms, records, and practices to employees, member agencies, vendors, partner agencies, and the public within the scope of assigned authority.
13. Research and gather information to support supervisory or management administrative decisions.
14. Maintain confidentiality of personnel, payroll, financial, operational, legal, and other sensitive administrative information.
15. Type accurately at a speed sufficient to perform the duties of the position.
16. Provide vacation or temporary relief as required.
17. Perform other related duties as assigned.

Minimum Qualifications:

Education:

High school diploma or GED.

Experience:

Two (2) years of recent experience performing increasingly responsible and complex clerical, secretarial, administrative support, office support, or records-related work.

Required Skills:

Ability to type accurately at a minimum speed of 40 words per minute.

Desired Qualifications:

The ideal candidate will demonstrate:

- Knowledge of modern office practices, procedures, equipment, records systems, and administrative support functions.
- Proficiency with personal computer applications, including word processing, spreadsheet, email, calendar, and document management systems.
- Experience preparing correspondence, agendas, minutes, reports, forms, and other administrative documents.
- Experience supporting meetings, maintaining calendars, scheduling appointments, and coordinating administrative activities.
- Experience with purchasing support, purchase requests, invoices, vendor documentation, or related administrative processes.
- Strong records management, file maintenance, data entry, and document organization skills.



- Ability to establish and maintain cooperative working relationships with employees, supervisors, managers, member agencies, vendors, partner agencies, and the public.
- Ability to handle confidential and sensitive information with discretion and professionalism.

Representation Unit:

Teamsters

Salary Range:

18

Updated 06/12/2026 JB



CONTRACTS/GRANTS MANAGER

Job Code #: TBD

Salary Range: E55C

Job Description:

Under general direction of the Deputy Executive Director of Business Operations, the Contract and Grant Manager plans, organizes, coordinates, and administers contract management, grant administration, funding development, procurement support, and compliance activities for CONFIRE. The position is responsible for the development, negotiation, administration, and oversight of contracts, grants, intergovernmental agreements, and other funding mechanisms supporting emergency communications, EMS transport systems, public safety operations, technology initiatives, facilities projects, workforce development programs, and administrative services.

The incumbent serves as the agency's primary resource for contract administration, grant management, funding strategy, compliance oversight, and agreement development. Responsibilities include identifying and pursuing funding opportunities, coordinating contractual relationships, monitoring compliance requirements, supporting procurement activities, and assisting executive leadership in advancing organizational priorities through strategic funding and partnership opportunities.

Performs related duties as required.

Distinguishing Characteristics:

This is a management-level classification responsible for administering and coordinating the agency's contracts, grants, agreements, funding opportunities, and related compliance activities. The incumbent exercises independent judgment in developing, negotiating, administering, and monitoring contracts, grants, and agreements while ensuring compliance with applicable federal, state, and local regulations, funding requirements, and organizational policies.

This position serves as CONFIRE JPA's subject matter expert regarding contract administration, grant management, funding development, and compliance oversight and works closely with executive leadership, partner agencies, funding organizations, and regulatory entities regarding strategic initiatives and organizational objectives.

Example of Duties:

Duties may include, but are not limited to:

1. Manage the full lifecycle of contracts, grants, agreements, and funding opportunities, including research, development, negotiation, execution, administration, monitoring, reporting, and closeout activities.
2. Research, identify, evaluate, and pursue federal, state, local, healthcare, and private funding opportunities that support organizational priorities and strategic initiatives.
3. Develop, negotiate, administer, and monitor contracts, professional services agreements, intergovernmental agreements, memoranda of understanding, service agreements, and other contractual instruments supporting agency operations.



4. Prepare, submit, and track grant applications, including development of budgets, cost justifications, narratives, and supporting documentation necessary to secure and administer funding.
5. Monitor compliance with funding requirements, contract provisions, reporting obligations, performance measures, audit standards, and applicable laws and regulations.
6. Develop and maintain contract and grant databases, reporting systems, documentation standards, and internal controls necessary to support accountability, transparency, and audit readiness.
7. Monitor program performance, expenditures, reimbursements, deliverables, and timelines to ensure adherence to funding terms, contractual obligations, and audit standards.
8. Collaborate with internal staff regarding procurement activities, capital projects, operational initiatives, and grant-funded programs.
9. Serves as liaison between CONFIRE and funding agencies, contractors, consultants, vendors, healthcare organizations, partner agencies, and regulatory entities regarding contracts, grants, agreements, and compliance matters.
10. Prepare reports, analyses, recommendations, and presentations regarding contracts, grants, funding opportunities, compliance activities, and organizational initiatives.
11. Monitor emerging legislation, regulatory requirements, funding opportunities, reimbursement programs, and industry trends that may impact agency operations or strategic objectives.
12. Develop recommendations regarding funding strategies, cost recovery initiatives, revenue enhancement opportunities, and long-term financial sustainability efforts.
13. Provide technical guidance and support to management and staff regarding contract administration, grant management, funding requirements, and compliance obligations.
14. Provide vacation or temporary relief as required.
15. Perform other related duties as assigned.

Minimum Qualifications:

Candidates must meet **all** the following requirements:

Education:

Bachelor's degree in business administration, public administration, finance, human resources, accounting, emergency management, healthcare administration, or a closely related field

OR

An equivalent combination of education, training, and qualifying experience that demonstrates the ability to perform the duties of the position may be considered.

-AND-

Experience: Three (3) years of professional experience in contract administration, grant management, procurement, or financial compliance, including responsibilities for developing, administering, or monitoring contracts and/or grants.

Must include one (1) year experience of supervisory or management role.



Desired Qualifications:

- Master's Degree in relevant field.
- High-level proficiency in Microsoft Excel (e.g., pivot tables, data analysis tools)
- Experience with ERP or grant management systems (e.g. Workday, PeopleSoft, or Salesforce).
- Experience administering federal, state, healthcare, public safety, or local government grant programs.
- Experience negotiating, developing, and administering complex public-sector agreements and contracts.
- Experience supporting emergency communications, EMS, healthcare, fire service, special districts, joint powers authorities, or local government organizations.
- Knowledge of reimbursement programs, healthcare funding initiatives, cost recovery programs, and public-sector revenue opportunities.
- Experience with procurement processes, contract compliance monitoring, and audit coordination.
- Knowledge of applicable federal, state, and local laws, regulations, and requirements governing grants, contracts, procurement, and public funding.
- Experience with enterprise resource planning systems, grants management software, contract management systems, or financial reporting platforms.
- Professional certifications such as
 - Certified Grants Management Specialist (CGMS)
 - Certified Research Administrator (CRA)
 - Certified Professional in Contract Management (CPCM)
 - Or similar professional certifications
- Strong analytical, financial, and organizational skills.
- Excellent written and verbal communication skills.

Representation unit:

Exempt

Salary Range:

E55C – Benefit Group C

Updated 4/16/2026 KS

Updated 5/15/26 BKB



CULTURAL OFFICER

Job Code #: TBD

Salary Range: E55C

Job Description:

Under the direction of the Health and Wellness Director, the Cultural Officer supports the development, coordination, implementation, and evaluation of initiatives that strengthen organizational culture, employee engagement, customer service, and shared values across CONFIRE JPA.

This position serves as a field-facing organizational resource focused on building connection, professionalism, trust, and service alignment across emergency communications personnel, EMS partners, public safety agencies, administrative staff, and other workforce groups that support CONFIRE JPA operations.

The Cultural Officer assists in assessing workplace culture, gathering employee feedback, coordinating engagement strategies, supporting recognition and morale initiatives, reinforcing customer service expectations, and helping implement programs that promote a healthy, respectful, and service-oriented work environment.

The position collaborates closely with the Health and Wellness Director, leadership teams, CARE Team members, labor representatives, public agency partners, and subcontractor representatives to support workforce connection, organizational alignment, and system-wide service consistency.

Performs related duties as assigned.

Distinguishing Characteristics:

The Cultural Officer is a professional-level classification responsible for hands-on coordination, facilitation, and support of organizational culture, employee engagement, workplace climate, and customer service initiatives.

This classification is distinguished by its focus on strengthening employee connection, supporting organizational values, improving workplace communication, and helping align multiple workforce groups into a unified public safety service model.

The incumbent serves as an accessible resource for employees, peer support members, and stakeholders by gathering feedback, identifying cultural trends, supporting engagement efforts, and reinforcing expectations related to professionalism, communication, teamwork, and service.

The role requires sound judgment, confidentiality, emotional intelligence, strong communication skills, and the ability to navigate sensitive workplace matters with tact, neutrality, and professionalism.

Example of Duties:

Duties may include, but are not limited to:

1. Support the planning, coordination, implementation, and evaluation of organizational culture, employee engagement, customer service, and workplace climate initiatives.



2. Assist in building a unified organizational culture across emergency communications, EMS transport, fire service, administrative personnel, public agency partners, and subcontracted workforce groups.
3. Serve as a field-facing resource to gather employee feedback, identify cultural trends, observe workplace dynamics, and elevate concerns or opportunities to the Health and Wellness Director.
4. Coordinate recognition programs, morale-building activities, service-oriented initiatives, and cultural programs that support employee connection and organizational alignment.
5. Assess workplace culture through surveys, focus groups, interviews, feedback tools, field engagement, data collection, and other employee input methods.
6. Prepare summaries, reports, observations, and recommendations related to employee engagement, workplace climate, culture trends, customer service, and organizational health.
7. Support internal communication efforts that promote organizational values, employee wellness, customer service expectations, professional conduct, and system-wide alignment.
8. Help facilitate training, workshops, briefings, or discussions related to teamwork, workplace respect, communication, customer service, conflict prevention, professionalism, and organizational expectations.
9. Coordinate with peer support personnel and CARE Team members to support employee wellness, workforce resiliency, and organizational support initiatives.
10. Support efforts to reinforce customer service principles and professional behavior in interactions with employees, member agencies, patients, callers, hospitals, public safety partners, and the public.
11. Collaborate with supervisors, managers, and leadership staff to support culture-building strategies, employee engagement efforts, onboarding activities, and workplace improvement initiatives.
12. Track participation, maintain program documentation, monitor assigned initiatives, and support reporting related to organizational culture and employee engagement activities.
13. Maintain confidentiality of sensitive employee, workplace, and organizational information.
14. Provide vacation or temporary relief as required.
15. Perform other related duties as assigned.

Minimum Qualifications:

Education:

Bachelor's degree from an accredited college or university in Organizational Development, Communications, Psychology, Public Administration, Human Resources, Behavioral Science, Business Administration, or a closely related field.

OR

An equivalent combination of education, training, and qualifying experience that demonstrates the ability to perform the duties of the position may be considered.

Experience:



Three (3) years of experience in organizational culture, employee engagement, human resources, workforce development, organizational development, employee wellness, communications, public safety administration, or a closely related field.

Desired Qualifications:

- Experience supporting organizational culture, employee engagement, or workforce wellness initiatives in a public safety, emergency communications, EMS, healthcare, local government, special district, or joint powers authority environment.
- Certification or training in organizational development, employee engagement, workplace culture, change management, customer service, or related programs.
- Experience coordinating group discussions, workshops, employee engagement activities, recognition programs, or organizational improvement initiatives.
- Experience supporting change management, culture-building, customer service, workforce integration, or organizational improvement efforts.
- Experience working with confidential or sensitive employee and workplace matters.
- Knowledge of organizational development, employee engagement, workplace climate, customer service, and workforce wellness principles.
- Strong written and verbal communication skills, including the ability to prepare reports, presentations, communication materials, and educational resources.
- Strong interpersonal skills with the ability to establish trust, maintain neutrality, and work effectively with employees, supervisors, managers, labor representatives, and external stakeholders.
- Ability to exercise sound judgment, confidentiality, tact, and professionalism in sensitive workplace situations.

Representation Unit:

Exempt

Salary Range:

E55C – Benefit Group C

Updated 06/12/2026



Deputy Executive Director

Job Code #: TBD

Salary Range: E76B

Job Description:

Under administrative direction of the Executive Director, plans, organizes, directs, and oversees assigned functions of CONFIRE, JPA, which may include operations, administrative services, and business operations.

This position provides executive-level leadership to ensure effective, efficient, and coordinated service delivery within assigned functional areas and across the organization. Responsibilities include safeguarding operational performance fiscal accountability, regulatory compliancy, and alignment with CONFIRE JPA's strategic goals and Board direction. Performs related duties as assigned.

Distinguishing Characteristics:

The Director of Operations is an executive management classification responsible for the overall administration and performance of CONFIRE, JPA. Incumbents may be assigned responsibility for one or more major functional areas, including Operations, Administration, or Business Operations. Assignments may be changed or realigned at the discretion of the Executive Director.

As a key member of the Executive Management Team, the incumbent provides strategic leadership, policy direction, and executive oversight within assigned areas and collaborates with other executive staff to ensure organizational alignment and performance.

This classification differs from lower-level operational management positions by its responsibility for agency-wide policy implementation, resource management, regulatory compliance, and executive decision-making authority. The Deputy Executive Director is granted broad discretion in carrying out assignments consistent with policies established by the Executive Director, the Board of Directors, and the Administrative Committee.

This classification may act on behalf of the Executive Director in their absence, as assigned.

Example of Duties:

Duties may include, but are not limited to:

General Executive Leadership (All Assignments)

1. Direct, plan, organize, and evaluate assigned functions, programs, and services within CONFIRE JPA.
2. Develop and implement operational goals, objectives, policies, procedures, and performance metrics aligned with CONFIRE JPA's mission and strategic plan.
3. Provide executive oversight to ensure coordination and alignment across divisions and functional areas.
4. Advise the Executive Director on operational, administrative, fiscal, and organizational matters.
5. Participate as a member of the Executive Management Team in agency-wide planning, policy development, and decision-making.
6. Direct or oversee the preparation and administration of assigned division or program budgets; monitor expenditures; forecast staffing, equipment, and technology needs; and ensure fiscal accountability.



Operations (if assigned)

1. Oversee emergency communications operations, including 911 call processing, fire and EMS dispatch services, and related coordination functions.
2. Provide executive oversight of the EMS Division, including system coordination with the subcontracted ground ambulance provider responsible for Priority Ambulance services.
3. Oversee the Emergency Nurse Communication System (ECNS) program, including coordination with hospitals, EMS providers, and field personnel to support patient destination decisions, hospital communication, and system throughput.
4. Ensure system performance across dispatch, ambulance, and fire response interfaces, including service delivery standards, coordination, and operational effectiveness.
5. Monitor contractual compliance and performance of EMS service providers in coordination with Finance and Administration.
6. Ensure compliance with applicable public safety regulations, standards, and operational requirements.
7. Lead operational continuity planning, emergency management coordination, and disaster response readiness efforts.
8. Oversee vendor contracts and service agreements related to communications systems, dispatch platforms, radio infrastructure, and operational technologies.

Administration (if assigned)

1. Oversee administrative functions including Human Resources, Risk Management, Management Information Systems (MIS), and Organizational Health and Wellness programs.
2. Oversee labor relations activities, including contract administration, grievance response, and coordination with legal counsel.
3. Direct organizational development initiatives, including workforce planning, leadership alignment, employee engagement, and culture development.
4. Oversee development and implementation of agency policies, procedures, and administrative systems.
5. Ensure effective coordination of internal support services impacting agency-wide operations.

Business Operations (if assigned)

1. Oversee fiscal operations including budgeting, financial planning, reporting, and audit coordination.
2. Direct preparation and administration of the agency budget; monitor expenditures and ensure fiscal accountability.
3. Oversee contracts, grants, and procurement functions, including vendor agreements and compliance with applicable requirements.
4. Oversee logistics functions including facilities, equipment, fleet coordination, and capital asset management.
5. Ensure long-term financial sustainability through forecasting, revenue analysis, and expenditure control.
6. Monitor contractual performance and financial impacts of service agreements, including EMS system contracts.

Interagency/Governance (All Assignments)

1. Collaborate with member agencies, fire chiefs, EMS administrators, law enforcement partners, and other stakeholders.
2. Prepare and present reports, analyses, and recommendations to the Executive Director and CONFIRE JPA Board.



3. Represent CONFIRE JPA in regional committees, professional organizations, and interagency meetings.

Organizational Performance (All Assignments)

1. Promote a culture of professionalism, accountability, customer service, and continuous improvement.
2. Lead or support initiatives to improve service delivery, efficiency, and organizational effectiveness.
3. Represent CONFIRE JPA in regional committees, professional organizations, and interagency meetings.
4. Provide executive oversight for quality assurance programs, training coordination, performance improvement initiatives, and corrective action processes.

Other Duties (All Assignments)

1. Provide vacation or temporary relief as required.
2. Perform other related duties as assigned.

Minimum Qualifications:

Candidates must meet all the following requirements:

Education: bachelor's degree in public administration, business administration, communications, or a closely related field

-AND-

Experience: Eight (8) years of progressively responsible experience in public safety communications, emergency services operations, public financial management, public administration, or a closely related field, including at least four (4) years in a senior management or executive-level role.

Desired Qualifications:

- *Executive leadership and strategic direction in a high-reliability organization.*
- *Experience in one or more of the following areas: public safety operations, administration, or business operations.*
- *Knowledge of emergency communications systems or public safety operations*
- *Strong background in public sector budgeting and financial management*
- *Experience in labor relations and contract administration*
- *Experience analyzing operational data and implementing continuous improvement initiatives.*
- *Strong communication skills with diverse audiences, including elected officials, executives, labor representatives, and operational staff.*
- *Demonstrated sound judgment and discretion in high-impact decision-making.*
- *Experience developing and managing multiple fund operational budgets.*
- *Ability to build and maintain effective relationships with member agencies and external partners.*
- *Leadership in organizational change and system integration.*
- *Ability to manage competing priorities in a 24/7 operational environment*
- *Experience negotiating and administering contracts and service agreements.*



Representation unit:

Exempt

Salary Range:

E76B – Benefit Group B

Updated 2/24/2026 NL



EMERGENCY COMMUNICATIONS CENTER CHIEF (ECC Chief)

Job Code #: TBD

Salary Range: E61C

Job Description:

Under administrative direction of the Communications Director, the Emergency Communications Center Chief is a non-safety chief officer responsible for command-level operational oversight, command center readiness, systemwide performance accountability, incident-support coordination, and regional public safety integration for CONFIRE, JPA's Emergency Communications Center.

The Emergency Communications Center Chief leads the Emergency Communications Center as a regional public safety command center supporting 9-1-1 call processing, emergency dispatch, incident coordination, resource movement, operational communications, system monitoring, ambulance deployment coordination, emergency medical dispatch support, and regional public safety response coordination.

The position ensures that the Emergency Communications Center is prepared, staffed, equipped, coordinated, and operationally aligned to support routine operations, major incidents, disaster response, emergency activations, system disruptions, planned events, and periods of increased operational demand.

The incumbent provides chief officer-level oversight through subordinate managers and supervisors and works closely with fire agencies, Emergency Medical System (EMS) partners, law enforcement, hospitals, County departments, technology teams, and other public safety stakeholders to ensure the center operates as an integrated command center within the regional public safety system.

This is a non-safety classification; however, prior public safety operational experience is required due to the command, coordination, operational judgment, and incident-support responsibilities of the position.

Performs related duties as assigned.

Distinguishing Characteristics:

The Emergency Communications Center Chief is a non-safety chief officer-level classification responsible for command center oversight, operational readiness, performance accountability, major incident-support coordination, and interagency coordination for CONFIRE JPA's Emergency Communications Center.

This classification reports to the Communications Director and is part of the Operations chain of command under the Deputy Executive Director of Operations.

It is distinguished from the Emergency Communications Manager, who oversees daily dispatch center operations, staffing, scheduling, direct supervision, and internal workflows. The Emergency Communications Center Chief provides broader, executive-level operational direction focused on readiness, coordination, integration, incident support, and systemwide performance of the Emergency Communications Center as a regional public safety command center.

The incumbent is expected to apply extensive public safety experience, command judgment, communications center expertise, and executive leadership to ensure effective emergency



communications, incident support, and regional coordination during routine operations, high-demand environments such as major incidents, disasters, system outages, and planned events.,

This classification is further distinguished by its responsibility to ensure that the Emergency Communications Center functions not only as a dispatch center, but as an integrated, operational command center supporting fire, EMS, emergency communications, ambulance deployment, incident coordination, and regional public safety system needs.

Example of Duties:

Duties may include, but are not limited to:

1. Provide chief officer-level oversight of Emergency Communications Center readiness, command center capability, system performance, incident-support coordination, and regional public safety integration.
2. Ensure the Emergency Communications Center is prepared to support major incidents, disaster response, emergency activations, planned events, system disruptions, surge conditions, and other high-impact operational periods.
3. Provide strategic operational direction, through the Communications Director and established chain of command, to support effective emergency communications, incident coordination, resource status awareness, and regional public safety system coordination.
4. Monitor system-level performance metrics, including call processing performance, dispatch performance, unit status accuracy, workload trends, service levels, system reliability, and operational coordination indicators.
5. Evaluate command center readiness, incident-support capabilities, continuity plans, redundancy systems, system gaps, and regional coordination needs; develop recommendations and corrective strategies.
6. Develop, review, and update command center policies, operational guidelines, post orders, continuity plans, and major incident support procedures in coordination with the Communications Director and Emergency Communications Manager.
7. Coordinate with the Communications Director regarding strategic priorities, performance trends, operational risks, technology needs, continuity planning, disaster readiness, and regional public safety integration.
8. Collaborate with fire agencies, EMS partners, law enforcement agencies, hospitals, County departments, mutual aid partners, and other public safety stakeholders regarding emergency communications, incident-support operations, and regional coordination.
9. Support operational integration between emergency communications, fire response agencies, EMS transport operations, ECNS, ambulance deployment, mutual aid coordination, and other system partners.
10. Coordinate with technology, GIS, CAD, radio, telephone, records management, and data systems personnel to ensure communications systems support operational reliability, redundancy, continuity, interoperability, and regional coordination needs.
11. Work with training personnel, the Emergency Communications Manager, and subject matter experts to identify training, quality improvement, operational update, and readiness needs related to major incidents, system integration, and command center operations.
12. Oversee system-level quality assurance, performance review, operational accountability, and continuous improvement efforts related to command center readiness and regional public safety coordination.



13. Participate in emergency planning, continuity-of-operations planning, disaster preparedness, redundancy planning, emergency activations, planned event coordination, and after-action reviews.
14. Represent the Emergency Communications Center during major incidents, planned events, emergency activations, operational briefings, after-action reviews, and interagency meetings.
15. Prepare reports, analyses, briefings, presentations, and recommendations regarding command center readiness, system performance, operational integration, technology needs, and strategic initiatives.
16. Assist in budget development, resource planning, technology planning, procurement planning, continuity planning, and operational forecasting related to Emergency Communications Center readiness and system needs.
17. Promote a professional, service-oriented, accountable, and mission-focused command center environment consistent with CONFIRE JPA's public safety responsibilities.
18. Maintain awareness of laws, regulations, standards, technologies, and best practices related to emergency communications, 9-1-1 operations, dispatch, incident coordination, continuity planning, and command center operations.
19. Provide vacation or temporary relief as required.
20. Perform other related duties as assigned.

Minimum Qualifications:

Education:

Bachelor's degree from an accredited college or university in Public Administration, Fire Administration, Emergency Management, Public Safety Administration, Communications, Business Administration, Organizational Leadership, or a closely related field.

OR

An equivalent combination of education, training, and qualifying experience that demonstrates the ability to perform the duties of the position may be considered.

Experience:

Seven (7) years of progressively responsible public safety experience involving fire service, emergency medical services, emergency management, emergency communications, incident command, public safety operations, or a closely related field.

Experience must include at least three (3) years of command, executive management, senior management, administrative, or operational management responsibility in a public safety, emergency communications, fire service, EMS, emergency management, or closely related operational environment.

Prior public safety operational experience is required.

Desired Qualifications:

- Experience managing or overseeing a public safety emergency communications center, dispatch center, emergency operations center, or command center.
- Leadership experience in fire service, EMS, emergency communications, or emergency management.
- Experience working with Incident Command System (ICS).



- Experience coordinating multi-agency emergency operations, major incidents, disaster activations, planned events, or mutual aid responses.
- Knowledge of 9-1-1 operations, emergency dispatch practices, public safety communications systems, CAD systems, radio systems, GIS mapping, and related technologies. and emergency communications technology.
- Knowledge of fire service, EMS, mutual aid, emergency management, ambulance deployment, and emergency medical dispatch.
- Experience with performance metrics, quality improvement, staffing analysis, and operational reporting in a 24/7 environment.
- Experience developing policies, procedures, operational guidelines, training programs, continuity plans, or command center practices.
- Completion of ICS 100, 200, 300, 400, 700, and 800 (or equivalent).
- Strong leadership, communication, decision-making, organizational, and interpersonal skills.
- Ability to exercise sound judgment under pressure and maintain effective working relationships with employees, labor groups, member agencies, public safety partners, and executive leadership.

Work Schedule and Compensation Notes:

This classification may be assigned to a standard administrative schedule or to an approved shift-based schedule depending on operational need. The salary range remains the same regardless of assignment; however, the hourly equivalent used for payroll, leave accounting, additional compensation, or premium compensation may vary based on the assigned work schedule.

This is an exempt, non-safety classification. Additional compensation, premium compensation, disaster compensation, or assignment-based compensation, if applicable, shall be administered in accordance with the CONFIRE JPA Exempt Compensation Plan, applicable policies, and any required legal or administrative approvals.

Representation Unit:

Exempt

Salary Range:

E61C - Benefit Group C

Updated:

06/12/2026



EMS TRAINING MANAGER

Job Code #: TBD

Salary Range: E55C

Job Description:

Under the general direction of the EMS and Transport Director, plans, coordinates, monitors, and supports EMS training compliance, education coordination, and workforce development activities related to CONFIRE's EMS transport system.

The position is responsible for ensuring that EMS training requirements established by County contracts, subcontractor agreements, regulatory agencies, local EMS policies, and organizational standards are identified, tracked, coordinated, and maintained. This includes monitoring required training for public agency ambulance personnel, subcontracted ambulance personnel, and other EMS system participants as assigned.

The incumbent serves as CONFIRE's primary training coordination resource for the EMS and Transport Division and works closely with the subcontracted ambulance provider, public safety agencies, hospitals, regulatory agencies, training partners, and internal staff to ensure training programs are delivered, documented, and aligned with contractual and operational requirements.

This position provides oversight and coordination rather than assuming primary responsibility for all training delivery. Performs related duties as assigned.

Distinguishing Characteristics:

This is a management-level classification responsible for EMS training coordination, training compliance monitoring, and EMS system workforce development support within CONFIRE's EMS transport system.

The incumbent exercises independent judgment in evaluating training needs, monitoring compliance with required EMS training standards, coordinating training opportunities, maintaining training documentation, and supporting system-wide readiness.

This classification differs from traditional EMS training classifications by its focus on contract-required training oversight, multi-agency coordination, subcontractor training compliance, and system-level training alignment rather than direct operation of an internal EMS academy or exclusive delivery of EMS instruction.

The EMS Training Manager works under the direction of the EMS and Transport Director and coordinates closely with the subcontracted ambulance provider's training leadership, public agency partners, the Medical Director, Compliance Analysts, and other stakeholders.

Example of Duties:

Duties may include, but are not limited to:

1. Coordinate, monitor, and support EMS training activities required under County ambulance service agreements, subcontractor agreements, regulatory requirements, and CONFIRE operational standards.
2. Monitor training compliance for public agency ambulance personnel, subcontracted ambulance personnel, and EMS system participants as assigned.


CONFIRE

3. Coordinate with the subcontracted ambulance providers to ensure required training programs are scheduled, delivered, documented, and maintained in accordance with contractual obligations.
4. Track and verify completion of required EMS training, certifications, competencies, continuing education, and contract-specific training requirements.
5. Coordinate required training opportunities, including but not limited to trauma care, pediatric care, cardiac care, patient handling, customer service, system orientation, documentation requirements, and other EMS-related subject areas.
6. Monitor compliance with required training programs such as Prehospital Trauma Life Support (PHTLS), Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), and other required or approved EMS training programs.
7. Work with public agency partners, subcontracted ambulance leadership, hospitals, the Medical Director, and regulatory agencies to identify training needs and coordinate appropriate training opportunities.
8. Assist in the development and maintenance of annual EMS training plans, training calendars, competency tracking systems, and training compliance reports.
9. Review training records, attendance documentation, certification records, continuing education records, and related compliance materials to ensure accuracy and completeness.
10. Prepare reports, dashboards, summaries, and recommendations related to EMS training compliance, training participation, workforce readiness, and required training deliverables.
11. Coordinate with Compliance Analysts to support contract compliance monitoring related to training requirements, documentation standards, corrective actions, and performance improvement initiatives.
12. Assist with development, review, and coordination of EMS policies, training bulletins, system updates, and operational education materials.
13. Support implementation of new EMS programs, operational changes, equipment deployments, protocol updates, and system initiatives requiring workforce training or education.
14. Participate in EMS quality improvement, system performance, and training-related workgroups as assigned.
15. Coordinate with the Medical Director regarding clinical training priorities, protocol education, quality improvement findings, and system-wide clinical education needs.
16. Serve as a liaison with training vendors, educational institutions, certification bodies, hospitals, public agencies, and EMS system stakeholders regarding training coordination and compliance.
17. Maintain awareness of EMS training standards, regulatory updates, contract requirements, and industry best practices related to EMS education and workforce readiness.
18. Provide technical guidance to management and stakeholders regarding EMS training requirements, documentation expectations, compliance tracking, and training coordination processes.
19. Provide vacation or temporary relief as required.
20. Perform other related duties as assigned.

Minimum Qualifications:

Education:

Bachelor's degree from an accredited college or university in Emergency Medical Services, Healthcare Administration, Public Health, Nursing, Education, Public Administration, Emergency Management, or a closely related field.

OR

An equivalent combination of education, training, and qualifying experience that demonstrates the ability to perform the duties of the position may be considered.

Experience:



Five (5) years of progressively responsible experience in emergency medical services, ambulance operations, EMS training, healthcare education, public safety training, EMS administration, or a closely related field.

Experience must include responsibility for coordinating, developing, delivering, monitoring, or evaluating training programs, continuing education, clinical education, workforce development, compliance programs, or operational readiness initiatives.

Desired Qualifications:

- Experience coordinating EMS training programs in a public agency, ambulance provider, fire service, healthcare, or regional EMS system environment.
- Experience monitoring training compliance under contracts, regulatory requirements, accreditation standards, or local EMS agency policies.
- Knowledge of EMS system operations, ambulance transport systems, prehospital care standards, and continuing education requirements.
- Knowledge of California EMS regulations, local EMS agency requirements, and EMS certification or accreditation standards.
- Experience working with subcontracted service providers, public agency partners, hospitals, and regulatory stakeholders.
- Experience with Learning Management Systems (LMS), training records systems, compliance tracking tools, and reporting platforms.
- Active or prior paramedic license, registered nurse license, EMS educator credential, or other relevant clinical or instructional certification is desirable.
- Instructor certifications such as BLS, ACLS, PALS, PHTLS, or similar EMS education credentials are desirable.
- Strong organizational, communication, coordination, and project management skills.
- Ability to manage multiple training requirements, compliance deadlines, partner expectations, and reporting obligations.

Representation unit:

Exempt

Salary Range:

E55C – Benefit Group C

Updated 6/12/26 JB



EMS AND TRANSPORT DIRECTOR

Job Code #: TBD

Salary Range: E66B

Job Description:

Under administrative direction of the Deputy Executive Director assigned to Operations, plans, organizes, directs, and oversees the EMS and Transport Division for CONFIRE JPA. Responsibilities include executive oversight of the ground ambulance services system, contract compliance monitoring, EMS system coordination, ambulance transport operations oversight, stakeholder coordination, and related EMS support functions.

This position serves as CONFIRE JPA's primary representative and operational liaison for the County ground ambulance services contract and is responsible for ensuring the subcontracted ambulance providers operates in accordance with contractual requirements, system performance standards, clinical expectations, operational objectives, and organizational priorities.

The incumbent serves as the principal coordination point between CONFIRE JPA, the subcontracted ambulance providers, hospitals, EMS agencies, payers, member agencies, regulatory partners, and other stakeholders involved in the EMS transport system. Responsibilities include oversight of contract compliance, system integration, EMS operational coordination, clinical collaboration, training alignment, quality improvement initiatives, and performance monitoring.

Performs related duties as assigned.

Distinguishing Characteristics:

The EMS and Transport Director is a management-level classification responsible for executive oversight of CONFIRE JPA's EMS transport system and contracted ambulance service operations.

This classification differs from traditional EMS management positions by its primary responsibility for system-level coordination, contractual oversight, interagency integration, stakeholder management, and performance accountability involving a subcontracted ambulance transport model operating within a regional public safety system.

The incumbent exercises direct and indirect supervision over assigned management, professional, technical, and support staff and serves as CONFIRE JPA's primary operational representative regarding EMS transport system performance and coordination.

This classification exercises significant independent judgment involving contractual compliance, system performance monitoring, stakeholder coordination, operational integration, and strategic EMS system development.

Example of Duties:

Duties may include, but are not limited to:

EMS System Oversight / Operations

1. Plan, organize, direct, and evaluate the operations and activities of the EMS and Transport Division.
2. Serve as CONFIRE JPA's primary representative for the County ground ambulance services contract and related EMS transport system operations.


CONFIRE

3. Provide executive oversight and coordination of the subcontracted ambulance transport providers to ensure compliance with contractual obligations, operational expectations, response performance standards, and system objectives.
4. Serve as the primary operational liaison between CONFIRE JPA and the subcontracted EMS Director and executive leadership of the ambulance transport provider.
5. Monitor system performance metrics, operational trends, deployment effectiveness, unit hour utilization, and service delivery outcomes.
6. Provide executive oversight and coordination efforts between dispatch operations, fire agency provided ambulances, ambulance personnel, hospitals, and EMS stakeholders to support efficient patient care and transport operations.
7. Assist in development and implementation of operational policies, deployment strategies, system improvement initiatives, and EMS transport standards.
8. Lead operational coordination efforts related to ambulance transport system startup, transition activities, service expansion, and ongoing system optimization.

Contract Compliance / Performance Monitoring

9. Oversee contract compliance monitoring activities involving County agreements, ambulance service contracts, and related EMS operational agreements.
10. Direct compliance review activities related to contractual response time standards, staffing requirements, reporting obligations, billing compliance coordination, and operational deliverables.
11. Supervise Compliance Analysts responsible for monitoring operational performance, compliance documentation, and contract adherence.
12. Coordinate corrective action processes, performance improvement initiatives, and compliance reporting activities related to EMS transport operations.
13. Prepare and present compliance reports, operational analyses, and system performance updates to executive leadership, County stakeholders, and governing bodies.

Stakeholder / System Coordination

14. Serve as CONFIRE JPA's primary coordination point with hospitals, EMS agencies, payers, County representatives, member agencies, and regulatory stakeholders regarding EMS transport operations and system performance.
15. Collaborate with hospitals and healthcare partners regarding patient flow, ambulance offload issues, alternate destination initiatives, Emergency Nurse Communication System (ECNS) coordination, and EMS system efficiency efforts.
16. Participate in regional EMS committees, operational workgroups, healthcare coordination meetings, and interagency planning initiatives.
17. Coordinate with County agencies, regulators, and EMS authorities regarding compliance matters, operational changes, reporting requirements, and system performance expectations.

Clinical / Training Oversight

18. Oversee coordination of EMS training and workforce development activities to ensure alignment between public-based ambulance personnel, subcontracted EMS staff, operational expectations, and system protocols.
19. Supervise the EMS Training Manager responsible for EMS training coordination, operational readiness, continuing education support, and workforce development initiatives.
20. Coordinate with the Medical Director regarding clinical standards, quality improvement initiatives, protocol implementation, and system-wide EMS performance issues.
21. Support EMS quality assurance and performance improvement initiatives involving clinical outcomes, operational effectiveness, customer service, and workforce professionalism.

Administrative / Organizational Leadership



22. Develop division goals, objectives, policies, procedures, and performance standards aligned with CONFIRE JPA strategic priorities.
23. Assist with budget development, financial planning, forecasting, and resource allocation for EMS and Transport Division operations.
24. Promote a culture of professionalism, accountability, customer service, collaboration, and continuous improvement across EMS transport operations and system partners.
24. Ensure compliance with applicable federal, state, and local laws, regulations, contractual obligations, and EMS standards.

Other Duties

25. Provide vacation or temporary relief as required.
26. Perform other related duties as assigned.

Minimum Qualifications

Candidates must meet all the following requirements:

Education: Bachelor's degree from an accredited college or university in public administration, EMS administration, healthcare administration, business administration, emergency management, or a closely related field.

-AND-

Experience: Five (5) years of progressively responsible management, supervisory, or administrative experience involving EMS operations, ambulance transport systems, healthcare operations, emergency communications, fire service administration, public safety operations, or a closely related field. Qualifying experience should include responsibility for one or more of the following: operational coordination, system implementation, contract administration or compliance oversight, stakeholder coordination, program management, organizational leadership, or supervision of personnel or operational programs.

Experience in a fire department leadership, EMS administration, ambulance operations, public safety administration, or regional system coordination environment is highly desirable.

Desired Qualifications:

- *Experience overseeing or coordinating contracted ambulance transport systems*
- *Experience working within a public EMS or fire-based EMS environment*
- *Knowledge of California EMS regulations, ambulance operations, and EMS system design*
- *Experience with EMS contract compliance, deployment analysis, and performance monitoring*
- *Experience coordinating with hospitals, healthcare systems, and EMS agencies*
- *Knowledge of ambulance billing systems, payer structures, and reimbursement models*
- *Experience with EMS quality improvement and clinical performance initiatives*
- *Strong communication, negotiation, and interagency coordination skills*
- *Experience leading organizational or operational change initiatives in complex systems*

Representation unit:

Exempt

Salary Range:

E66B – Benefit Group B

Updated 06/12/2026 JB



EXECUTIVE DIRECTOR

Job Code #: TBD

Salary Range: E85B

Job Description:

Under policy direction of the CONFIRE JPA Administrative Committee, the Executive Director serves as the chief executive officer of CONFIRE JPA and is responsible for the overall administration, leadership, strategic direction, and operational performance of the agency. This position plans, organizes, directs, and evaluates all functions, programs, services, and activities of CONFIRE JPA, including emergency communications, Emergency Medical System (EMS) system coordination, administration, finance, logistics, technology systems, and organizational support services.

The Executive Director provides executive leadership to ensure effective, efficient, and coordinated delivery of services to member agencies and the public. Responsibilities include strategic planning, policy implementation, fiscal stewardship, labor relations coordination, intergovernmental collaboration, regulatory compliance, and organizational performance management. Performs related duties as assigned.

Distinguishing Characteristics:

The Executive Director is the highest-level executive management classification within CONFIRE JPA and serves at the direction of the CONFIRE JPA Administrative Committee/Board of Directors. This position is responsible for the overall administration and performance of the agency and exercises broad authority in setting organizational direction, implementing Board and Administrative Committee policy, and managing agency operations.

This classification is distinguished from lower-level executive and management classifications by its responsibility for agency-wide leadership, governance coordination, strategic planning, executive decision-making authority, and accountability for organizational performance and fiscal sustainability.

The Executive Director exercises direct and indirect supervision over executive, management, supervisory, professional, technical, and administrative staff.

Example of Duties:

Duties may include, but are not limited to:

Executive Leadership / Governance

1. Plan, organize, direct, and evaluate all functions, programs, and operations of CONFIRE JPA.
2. Implement policies and direction established by the CONFIRE JPA Board of Directors and Administrative Committee.
3. Advise and provide recommendations to the Board and Administrative Committee regarding strategic planning, operational issues, fiscal matters, and organizational priorities.
4. Attend and participate in Board meetings, Administrative Committee meetings, committee meetings, and executive leadership discussions.
5. Develop and implement agency-wide goals, objectives, policies, procedures, and performance standards.
6. Provide executive oversight to ensure coordination and alignment across all divisions and functional areas.
7. Serve as the primary executive representative of CONFIRE JPA with member agencies, elected officials, regulatory agencies, labor organizations, and external stakeholders.

Operations / Service Delivery



8. Provide executive oversight of emergency communications operations, EMS system coordination, and related public safety support services.
9. Ensure service delivery meets operational, contractual, and regulatory requirements.
10. Ensure organizational readiness for emergency operations, disaster response, and continuity of operations.
11. Oversee system coordination between dispatch operations, EMS providers, hospitals, member agencies, and other public safety partners.

Administration / Organizational Leadership

12. Oversee organizational development, workforce planning, labor relations strategy, and employee engagement initiatives.
13. Direct administrative functions including human resources, risk management, management information systems, organizational wellness, and policy administration.
14. Promote a culture of professionalism, accountability, customer service, collaboration, and continuous improvement.
15. Provide leadership and direction to executive management staff, including Deputy Executive Directors and assigned Directors.

Finance / Resource Management

16. Direct development and administration of the agency budget and long-range financial strategies.
17. Ensure fiscal accountability, financial sustainability, and responsible stewardship of agency resources.
18. Oversee contracts, grants, procurement, and major service agreements.
19. Direct planning related to facilities, capital assets, communications infrastructure, equipment, and technology systems.

Compliance / Organizational Performance

20. Ensure compliance with applicable federal, state, and local laws, regulations, policies, and contractual obligations.
21. Direct performance management efforts, including quality assurance, strategic initiatives, and continuous improvement programs.
22. Oversee organizational risk management, including operational, financial, legal, and reputational risk management.

Other Duties

23. Perform related duties as assigned.

Minimum Qualifications

Candidates must meet all the following requirements:

Education: bachelor's degree in public administration, business administration, communications, or a closely related field

-AND-

Experience: Ten (10) years of progressively responsible executive or senior management experience in public safety, government administration, emergency communications, EMS systems, or a closely related field, including at least five (5) years in an executive leadership role with responsibility for organizational strategy, budgeting, and personnel management.

Desired Qualifications:



Master's degree in public administration, business administration, communications, or a closely related field

- Executive leadership experience in a complex, multi-agency, or regional public safety environment
- Experience overseeing emergency communications and/or EMS systems
- Strong background in public sector budgeting, finance, and strategic planning
- Experience with labor relations and intergovernmental coordination
- Demonstrated ability to lead organizational change and system integration efforts
- Experience managing large-scale contracts, vendor relationships, and regulatory compliance programs
- Strong communication and relationship-building skills with elected officials, executives, labor groups, and public safety partners
- Demonstrated ability to lead in high-reliability and emergency response environments

Representation unit:

Exempt

Salary Range:

E85B – Benefit Group B

Updated 06/12/2026



HEALTH AND WELLNESS DIRECTOR

Job Code #: TBD

Salary Range: E66B

Job Description:

Under administrative direction of the Deputy Executive Director or Executive Director, plans, organizes, directs, and oversees programs and activities related to organizational health, employee wellness, professional standards, peer support, employee assistance and response services, and workplace investigations for CONFIRE JPA.

This position provides leadership and strategic direction to support a professional, service-oriented, and high-performing organizational culture across CONFIRE JPA and its operational interfaces. Responsibilities include development and oversight of workforce wellness initiatives, organizational culture programs, peer support and CARE Team operations, employee engagement strategies, professional standards coordination, and administrative investigations.

The incumbent works collaboratively with executive leadership, managers, labor representatives, member agencies, and external partners to promote workforce resiliency, organizational accountability, employee wellbeing, and consistent professional standards. Performs related duties as assigned.

Distinguishing Characteristics:

The Health and Wellness Director is a management classification responsible for the development, implementation, and oversight of agency-wide organizational health, wellness, and professional standards programs.

This classification differs from traditional Human Resources or Risk Management classifications by its primary responsibility for organizational culture, workforce wellbeing, peer support systems, professional accountability coordination, and organizational development initiatives affecting employee performance, engagement, and service delivery.

The incumbent exercises direct and indirect supervision over assigned professional, technical, and administrative staff and serves as a strategic advisor to executive leadership on workforce health, organizational culture, and employee conduct matters.

Example of Duties:

Duties may include, but are not limited to:

Organizational Health / Culture

1. Develop, implement, and oversee programs and initiatives that support organizational health, employee engagement, workforce resiliency, and professional culture across CONFIRE JPA.
2. Promote organizational values emphasizing professionalism, accountability, teamwork, customer service, and employee wellbeing.
3. Assist executive leadership in identifying and addressing organizational culture challenges, workforce concerns, and system-wide engagement issues.
4. Conduct organizational assessments, employee feedback initiatives, and workforce climate evaluations; develop recommendations for continuous improvement.
5. Support leadership development initiatives related to communication, professionalism, customer service, and organizational expectations.
6. Coordinate organizational health strategies across dispatch operations, EMS system partners, and administrative functions to support a unified service culture.

Professional Standards / Investigations



7. Oversee professional standards functions related to employee conduct, workplace concerns, and administrative investigations.
8. Coordinate and participate in internal investigations involving personnel complaints, workplace misconduct, policy violations, and related matters.
9. Ensure investigations are conducted in a fair, consistent, timely, and legally compliant manner.
10. Develop and maintain procedures and documentation standards related to professional standards and administrative investigations.
11. Coordinate with Human Resources, legal counsel, Risk Management, and executive staff regarding investigative findings, corrective actions, and compliance matters.

Peer Support / CARE Team

12. Oversee the Peer Support and CARE Team programs, including team development, training coordination, activation procedures, and member support resources.
13. Coordinate employee wellness and resiliency resources related to stress management, critical incidents, behavioral health, and workforce support.
14. Assist in development and implementation of post-incident support processes and workforce recovery initiatives.
15. Coordinate with regional partners, mental health professionals, and support organizations to expand available wellness resources.

Workforce Health / Organizational Development

16. Assist in development and implementation of workforce retention, employee engagement, and organizational improvement strategies.
17. Monitor trends related to employee morale, turnover, complaints, workplace conflict, and organizational performance.
18. Develop recommendations and corrective strategies to improve workforce stability, professionalism, and service delivery.
19. Support hiring and onboarding processes through coordination with Human Resources and participation in background and selection processes, as assigned.
20. Assist with policy development related to employee conduct, workplace expectations, wellness, and organizational standards.

Interagency / Administrative Coordination

21. Collaborate with member agencies, labor groups, EMS providers, and operational leadership to support organizational alignment and workforce effectiveness.
22. Prepare reports, analyses, and recommendations related to organizational health, wellness initiatives, investigations, and workforce trends.
23. Represent CONFIRE JPA in professional organizations, committees, and regional initiatives related to workforce wellness and organizational development.

Other Duties

24. Provide vacation or temporary relief as required.
25. Perform other related duties as assigned.

Minimum Qualifications

Candidates must meet all the following requirements:



Education: Bachelor's degree from an accredited college or university in organizational development, psychology, public administration, business administration, human resources, behavioral science, criminal justice, or a closely related field.

-AND-

Experience: Five (5) years of progressively responsible management, supervisory, or professional experience in organizational development, public safety administration, employee wellness, human resources, investigations, risk management, or a closely related field, including experience involving employee relations, investigations, or workforce support programs.

Desired Qualifications:

- Experience in a public safety, emergency communications, EMS, or fire service environment
- Experience conducting or overseeing workplace or administrative investigations
- Knowledge of peer support, employee wellness, resiliency, or behavioral health programs
- Experience in organizational culture development and employee engagement initiatives
- Familiarity with labor relations environments and personnel processes
- Strong communication, facilitation, and conflict-resolution skills
- Experience managing sensitive or confidential matters requiring discretion and sound judgment
- Training or education related to organizational psychology, leadership development, or workforce wellness.

Representation unit:

Exempt

Salary Range:

E66B – Benefit Group B

Updated 06/12/2026 JB



LOGISTICS MANAGER

Job Code #: TBD

Salary Range: E55C

Job Description:

Under the general direction of the Deputy Executive Director of Business Operations, plans, organizes, directs, and oversees logistics, fleet coordination, facilities coordination, asset management, procurement support, and resource management functions for CONFIRE JPA. The position is responsible for ensuring the availability, accountability, readiness, and cost-effective management of fleet resources, facilities, equipment, communications assets, technology hardware, furnishings, uniforms, and operational supplies supporting emergency communications, EMS system administration, and agency support functions.

This position develops and maintains systems for inventory control, asset tracking, procurement coordination, resource planning, vendor management, and operational support. The position works closely with operational leadership, administrative divisions, contractors, vendors, and partner agencies to support operational readiness, business continuity, and effective resource utilization. Performs related duties as assigned.

Distinguishing Characteristics:

This is a management-level classification responsible for directing and overseeing logistics, fleet coordination, facilities coordination, asset management, procurement support, and operational readiness functions for CONFIRE JPA.

This position exercises independent judgment in planning, coordinating, and managing agency resources necessary to support emergency communications, administrative services, and agency operations. Responsibilities include vendor management, capital asset planning, inventory accountability, facilities coordination, fleet replacement planning, project coordination, and operational logistics oversight.

The Logistics Manager serves as a technical resource regarding logistics planning, inventory systems, procurement processes, asset management, vendor performance, facilities support, and resource deployment strategies. The incumbent may supervise assigned staff and contractors as assigned.

Example of Duties:

Duties may include, but are not limited to:

1. Plan, coordinate, and manage logistics operations, including purchasing coordination, receiving, distribution, inventory control, and asset accountability.
2. Coordinate fleet management activities, including vehicle acquisition, outfitting, vendor maintenance coordination, replacement planning, utilization monitoring, and disposal.
3. Develop fleet replacement schedules and long-range capital planning recommendations.
4. Coordinate vendor services and support contracts necessary to maintain fleet readiness and operational availability.
5. Oversee facilities coordination activities, including maintenance contracts, repairs, improvements, security systems, vendor services, and facility support operations.
6. Coordinate facility projects, renovations, construction activities, space planning efforts, and infrastructure improvements.



7. Monitor vendor performance and contract compliance related to fleet, facilities, logistics, and support services.
8. Monitor and maintain inventory levels to ensure readiness for daily operations, emergency incidents, and continuity operations.
9. Develop and maintain inventory accountability systems for communications equipment, technology assets, uniforms, furnishings, and operational equipment.
10. Oversee asset lifecycle management activities, including acquisition, deployment, maintenance coordination, replacement planning, and disposal of agency equipment and resources.
11. Coordinate with vendors, contractors, service providers, and internal departments to ensure timely delivery of supplies, equipment, services, and support resources.
12. Maintain accurate documentation, asset tracking records, inventory records, and accountability systems in accordance with agency policies and regulatory requirements.
13. Evaluate logistics workflows and implement process improvements to increase efficiency, reduce costs, and enhance operational reliability.
14. Ensure compliance with applicable federal, state, and local regulations, procurement requirements, contract provisions, and organizational policies.
15. Coordinate with Finance staff regarding purchasing, budgeting, capital asset planning, and resource forecasting.
16. Prepare reports, purchasing forecasts, budget recommendations, and long-range planning documents related to logistics, fleet, facilities, and resource management activities.
17. Participate in continuity planning activities and support emergency operations involving resource acquisition, deployment, distribution, and sustainment.
18. Coordinate emergency resource acquisition, staging, distribution, and replenishment activities during incidents and continuity operations.
19. Coordinate and oversee assigned construction, renovation, facility improvement, and infrastructure projects.
20. May manage, train, supervise, and evaluate assigned staff and participate in hiring, disciplinary, and performance management activities as assigned.
21. Provide vacation or temporary relief as required.
22. Perform other related duties as assigned.

Minimum Qualifications:

Education:

Bachelor's degree from an accredited college or university in Business Administration, Public Administration, Supply Chain Management, Logistics Management, Facilities Management, Construction Management, Public Safety Administration, or a closely related field.

OR

An equivalent combination of education, training, and qualifying experience that demonstrates the ability to perform the duties of the position may be considered.

Experience:

Five (5) years of progressively responsible experience in logistics, fleet management, facilities management, procurement, asset management, public safety operations, emergency services support,



construction project coordination, or a closely related field, including three (3) years of supervisory, lead, or project management responsibility.

Desired Qualifications:

- Experience supporting emergency communications, EMS, fire service, local government, or public safety organizations.
- Experience managing fleet replacement programs and vendor-managed maintenance services.
- Experience coordinating facility maintenance, construction, renovation, or capital improvement projects.
- Knowledge of public sector procurement processes, contract administration, and capital asset management.
- Experience with inventory control systems, asset management systems, fleet management systems, facilities management software, or enterprise resource planning systems.
- Professional certifications related to logistics, facilities management, fleet management, procurement, project management, or supply chain management.
- Strong analytical and data-driven decision-making skills, including cost analysis, resource forecasting, project coordination, and performance optimization.

Representation unit:

Exempt

Salary Range:

E55C – Benefit Group C

Updated 6/04/2026 JB



MANAGEMENT ANALYST

Job Code #: 46404

Salary Range: E49D

Job Description:

Under general direction, performs complex administrative, analytical, fiscal, policy, program, and project support work in support of CONFIRE JPA operations and business operations.

The Management Analyst conducts organizational, fiscal, operational, and program analyses; assists with policy and procedure development; supports budget development and monitoring; prepares reports and recommendations; and provides staff support to management on a variety of administrative, financial, operational, and organizational initiatives.

Positions in this classification may be assigned to support finance, contracts and grants, business operations, budget administration, procurement support, reporting, records, special projects, or other administrative service areas, depending on organizational need.

Performs related duties as assigned.

Distinguishing Characteristics:

This is a professional-level classification responsible for performing a wide range of complex administrative and analytical assignments requiring independent judgment, confidentiality, research, data analysis, and knowledge of agency operations and business processes.

The incumbent serves as a resource to management and executive leadership by conducting studies, analyzing programs and procedures, preparing reports, supporting policy development, coordinating projects, and assisting with the implementation of administrative and operational improvements.

This classification is distinguished from clerical and administrative support classifications by responsibility for professional-level analysis, policy and procedure support, fiscal review, project coordination, and recommendations affecting assigned programs or organizational operations.

Depending on assignment, the Management Analyst may support confidential administrative projects, budget development, performance tracking, Board and committee items, records and reporting systems, operational studies, vendor coordination, contract and grant tracking, procurement support, expenditure review, financial reporting, and implementation of approved business process improvements.

Example of Duties:

Duties may include, but are not limited to:

1. Conduct administrative, operational, fiscal, and organizational studies involving staffing, workflows, systems, policies, procedures, programs, service delivery, business processes, contracts, grants, budgets, and financial operations; develop findings and recommendations for management review.
2. Assist management with developing and implementing operational strategies, goals, objectives, performance measures, and administrative processes to support organizational priorities and business operations.
3. Analyze fiscal operations, including budget development, monitoring, forecasting, expenditure tracking, cost analysis, and financial reporting.
4. Assist with preparation, review, monitoring, and administration of assigned budgets; prepare periodic financial, administrative, and operational reports.



5. Develop, review, and assist with the implementation of administrative policies, procedures, forms, guidelines, and internal processes to improve efficiency, consistency, compliance, and accountability.
6. Research, analyze, and interpret federal, state, and local laws, regulations, guidelines, policies, and administrative requirements; evaluate operational or fiscal impacts and recommend appropriate actions.
7. Support grant, contract, agreement, and procurement-related activities by assisting with research, documentation, tracking, reporting, compliance monitoring, expenditure review, deliverable tracking, and coordination with responsible managers or program leads.
8. Assist with monitoring vendor performance, service agreements, project deliverables, timelines, records, and administrative requirements in coordination with assigned managers and subject matter experts.
9. Manage and coordinate assigned special projects and initiatives, including planning, scheduling, implementation tracking, stakeholder coordination, documentation, and evaluation.
10. Conduct studies related to resource utilization, service delivery, workload, staffing, data systems, fiscal controls, administrative processes, and operational efficiency; prepare reports with findings and recommendations.
11. Provide administrative and analytical support for finance, contracts and grants, business operations, budget administration, procurement support, reporting, records management, and other agency functions as assigned.
12. Coordinate with internal staff, member agencies, vendors, consultants, public agencies, and external stakeholders to support programs, resolve administrative issues, gather information, and advance assigned initiatives.
13. Prepare written reports, correspondence, agenda items, policies, procedures, presentations, summaries, analyses, and recommendations for management, executive leadership, committees, and governing bodies.
14. Participate in management and staff meetings; provide analytical input, project updates, and administrative support to assist decision-making processes.
15. Maintain records, databases, tracking systems, project files, fiscal documents, reports, and other materials necessary to support administrative, fiscal, operational, contract, grant, procurement, reporting, and compliance functions.
16. Assist with the implementation of approved recommendations, process improvements, reporting systems, and administrative procedures.
17. Provide vacation or temporary relief as required.
18. Perform other related duties as assigned.

Minimum Qualifications:

Education:

Bachelor's degree from an accredited college or university in Business Administration, Public Administration, Finance, Accounting, Organizational Leadership, Emergency Management, Public Policy, or a closely related field.

OR

An equivalent combination of education, training, and qualifying experience that demonstrates the ability to perform the duties of the position may be considered.

Experience:

Two (2) years of increasingly responsible professional experience involving administrative analysis, budget analysis, program analysis, policy analysis, project coordination, contract or grant support, fiscal analysis, public administration, business operations, procurement support, financial reporting, or operational analysis.



Desired Qualifications:

Knowledge of:

- Methods and techniques of research, program analysis, fiscal analysis, and report preparation.
- Principles and practices of budget preparation, monitoring, and administration.
- Administrative policy and procedure development.
- Public agency operations, governance processes, and administrative practices.
- Contract, grant, procurement, vendor coordination, business operations, expenditure tracking, and reporting principles.
- Modern office procedures, records systems, database tools, and computer applications.
- Principles and procedures of records management, documentation, and reporting.
- Applicable federal, state, and local laws, regulations, policies, and administrative requirements.

Ability to:

- Analyze and evaluate programs, policies, procedures, systems, budgets, contracts, grants, business processes, procurement records, financial reports, and administrative practices.
- Interpret and apply laws, regulations, policies, procedures, and organizational requirements.
- Perform complex administrative and analytical work using independent judgment and initiative.
- Prepare clear, concise reports, correspondence, agenda items, summaries, presentations, and recommendations.
- Organize, analyze, and present data effectively.
- Coordinate projects, monitor timelines, track deliverables, and support implementation of assigned initiatives.
- Communicate clearly and professionally, both orally and in writing.
- Work independently, manage multiple priorities, and meet deadlines.
- Respond to inquiries and sensitive issues with professionalism and discretion.
- Establish and maintain effective working relationships with employees, management, member agencies, vendors, partner agencies, and stakeholders.

Representation Unit:

Exempt

Salary Range:

E49D – Benefit Group D

Updated 06/12/2026 JB



PUBLIC INFORMATION OFFICER

Job Code #: 16411

Salary Range: E66B

Job Description:

Under general direction of the Executive Director, the Public Information Officer plans, organizes, coordinates, and implements public information, media relations, community outreach, public education, crisis communications, and strategic communications activities for CONFIRE JPA.

The position is responsible for developing and maintaining effective communication strategies that provide accurate, timely, and consistent information to the public, media, member agencies, partner agencies, elected officials, hospitals, healthcare stakeholders, public safety partners, employees, labor representatives, and the communities served by CONFIRE JPA.

The Public Information Officer supports CONFIRE JPA's emergency communications, EMS transport system, ambulance implementation, public safety coordination, regional service delivery, and organizational initiatives by preparing public messaging, coordinating stakeholder communication, managing media inquiries, supporting incident communications, and developing outreach materials that promote public understanding of CONFIRE JPA's role, services, programs, and responsibilities.

This position serves as CONFIRE JPA's lead public information resource and primary media liaison as assigned. The incumbent provides direction and oversight to assigned communications staff, including Media Specialists, and coordinates the development, review, and release of official communication materials.

Performs related duties as assigned.

Distinguishing Characteristics:

This is a single-position professional classification responsible for developing, coordinating, and administering CONFIRE JPA's public information, media relations, community outreach, public education, and strategic communications program.

The Public Information Officer is distinguished by responsibility for leading communications across a complex regional public safety environment involving emergency communications, EMS transport services, member agencies, subcontracted service providers, public agency partners, hospitals, healthcare stakeholders, County agencies, and communities throughout San Bernardino County.

The incumbent provides strategic communication guidance to the Executive Director, executive leadership, command staff, division leadership, and member agency representatives regarding public messaging, media engagement, stakeholder outreach, community education, crisis communications, and information dissemination.

This classification is further distinguished by responsibility for providing lead direction, coordination, and oversight to assigned communications staff engaged in media production, digital communications, outreach support, social media, public education materials, and related communication activities.



The position requires sound judgment, political sensitivity, public safety awareness, strong writing ability, media judgment, supervisory capability, and the ability to communicate clearly during routine operations, sensitive matters, emergency incidents, system changes, and periods of heightened public interest.

Example of Duties:

Duties may include, but are not limited to:

1. Develop, coordinate, and administer a comprehensive public information, media relations, community outreach, public education, and strategic communications program for CONFIRE JPA.
2. Provide direction, coordination, and oversight to assigned communications staff, including Media Specialists; assign work, review work products, establish priorities, support staff development, and ensure consistency with CONFIRE JPA communication standards.
3. Prepare, review, edit, and coordinate press releases, public statements, talking points, media advisories, fact sheets, website content, social media content, newsletters, presentations, public notices, and other official communications.
4. Serve as CONFIRE JPA's spokesperson and media liaison as assigned; respond to media inquiries and provide accurate, timely, and consistent information during routine operations, emergency incidents, and sensitive or high-profile matters.
5. Develop and implement communication strategies to support CONFIRE JPA's countywide EMS transport system, ambulance service implementation, emergency communications operations, organizational initiatives, and regional public safety responsibilities.
6. Coordinate public messaging and outreach involving member agencies, County departments, public safety partners, hospitals, healthcare stakeholders, subcontracted service providers, labor representatives, and community stakeholders.
7. Advise the Executive Director, executive leadership, command staff, managers, and member agency representatives regarding media engagement, public messaging, crisis communications, stakeholder communication, and community outreach strategies.
8. Plan, coordinate, and support press conferences, media briefings, public meetings, community presentations, stakeholder briefings, demonstrations, special events, and public education activities.
9. Support Joint Information System (JIS), Joint Information Center (JIC), emergency operations center, incident command, and regional public information functions during major incidents, emergency activations, planned events, disasters, system disruptions, or periods of increased public concern.
10. Monitor media coverage, public sentiment, social media activity, stakeholder concerns, emerging issues, public safety trends, and matters affecting CONFIRE JPA's reputation, operations, or public messaging needs.
11. Develop communication plans, outreach campaigns, public education materials, and stakeholder engagement strategies related to emergency communications, EMS transport services, 9-1-1 system use, ambulance operations, system changes, and public safety services.
12. Coordinate with communications staff, PIO counterparts, member agency representatives, County departments, fire agencies, EMS partners, hospitals, and external organizations to ensure consistent regional messaging and coordinated information sharing.
13. Prepare briefing materials, key messages, frequently asked questions, presentation materials, public education content, and executive communication support for internal and external audiences.
14. Manage or oversee CONFIRE JPA digital communication channels, including website content, social media platforms, multimedia materials, public alerts, and other communication tools.
15. Oversee the production of communication materials prepared by assigned staff, including graphics, video, photography, social media content, public education materials, presentations, and outreach materials.
16. Assist with internal communications to support employee awareness, organizational alignment, implementation updates, service changes, emergency notifications, and major agency initiatives.



17. Support public outreach and community education efforts designed to increase understanding of CONFIRE JPA's role in emergency communications, EMS transport coordination, ambulance service delivery, and regional public safety operations.
18. Coordinate messaging related to sensitive, controversial, or high-profile issues, including ambulance system implementation, response performance, service impacts, major incidents, public complaints, misinformation, and stakeholder concerns.
19. Develop and maintain relationships with media representatives, public information officers, community partners, elected official staff, member agency representatives, and other communication stakeholders.
20. Evaluate the effectiveness of public information, media relations, outreach, and communication activities; recommend improvements to enhance public understanding, stakeholder trust, and message consistency.
21. Maintain awareness of laws, regulations, public records considerations, confidentiality requirements, media practices, public safety communication standards, emergency management principles, and best practices related to public information.
22. Provide vacation or temporary relief as required.
23. Perform other related duties as assigned.

Minimum Qualifications:

Education:

Bachelor's degree from an accredited college or university in Communications, Public Relations, Journalism, Marketing, Public Administration, Emergency Management, Political Science, English, Business Administration, or a closely related field.

OR

An equivalent combination of education, training, and qualifying experience that demonstrates the ability to perform the duties of the position may be considered.

Experience:

Five (5) years of progressively responsible professional experience in public information, media relations, journalism, public relations, strategic communications, public sector communications, emergency communications, emergency management communications, public safety communications, or a closely related field.

Experience must include responsibility for preparing and disseminating information to the public, media, stakeholders, or community audiences.

Desired Qualifications:

- Experience working in or with fire service, emergency medical services, emergency communications, emergency management, healthcare, public safety, local government, special districts, joint powers authorities, or other public agency environments.
- Experience providing lead direction, supervision, coordination, or oversight of communications, media, outreach, digital content, or public information staff.
- Experience supporting public information activities during emergency incidents, major incidents, disaster activations, planned events, public safety operations, or Joint Information System functions.
- Experience serving as an organizational spokesperson or conducting on-camera, radio, print, or digital media interviews.


CONFIRE

- Experience developing public outreach strategies, community education materials, stakeholder communication plans, or public information campaigns.
- Experience communicating complex or sensitive public agency issues to diverse audiences, including elected officials, public agencies, media representatives, labor groups, community members, and internal staff.
- Experience using social media platforms, website content management tools, digital communication systems, photography, video, graphic design, or multimedia content development.
- Knowledge of media operations, newsroom workflows, editorial decision-making, public records considerations, crisis communications, and emergency public information principles.
- Knowledge of public safety operations, emergency communications, EMS systems, ambulance service delivery, incident command, Joint Information System practices, and regional emergency response coordination.
- Strong writing, editing, verbal communication, public speaking, and presentation skills.
- Ability to prepare clear, accurate, and timely communications in high-pressure, time-sensitive, sensitive, or controversial situations.
- Ability to establish and maintain effective working relationships with employees, executive leadership, member agencies, media representatives, public safety partners, healthcare stakeholders, elected official staff, labor representatives, community organizations, and the public.

Representation Unit:

Exempt

Salary Range:

E66B – Benefit Group B

Updated 06/12/2026 JB



PURCHASER/BUYER

Job Code #: TBD

Salary Range: 33

Job Description:

Under general direction, performs procurement activities for CONFIRE. Responsibilities include acquisition of goods, equipment, supplies, technology hardware, communications equipment, fleet-related resources, facility-related materials, and professional services necessary to support emergency communications, EMS system administration, and agency operations.

The incumbent coordinates procurement processes, prepares specifications and solicitation documents, evaluates vendor responses, administers purchase orders, assists with contract administration activities, and ensures compliance with applicable laws, regulations, policies, and purchasing procedures. Performs related duties as assigned.

Distinguishing Characteristics:

This classification is responsible for performing professional purchasing and procurement activities in support of CONFIRE JPA operations.

The incumbent exercises independent judgment in coordinating purchasing activities, evaluating vendors, developing procurement specifications, and ensuring that procurements meet operational needs, quality standards, and cost-effectiveness. This position works closely with internal departments, vendors, contractors, leadership, and partner agencies to support the agency's mission-critical functions.

Example of Duties:

Duties may include, but are not limited to:

1. Procures materials, supplies, equipment, technology assets, fleet-related resources, facility-related materials, and services to support CONFIRE operations.
2. Reviews purchase requisitions for completeness and accuracy; collaborates with staff to clarify specifications, intended use, and operational requirements.
3. Develops and prepares specifications, scopes of work, and solicitation documents for goods and services; consolidates purchases where appropriate to maximize efficiencies and purchasing power.
4. Solicits quotes and bids through informal and formal procurement processes in accordance with established policies, procedures, and thresholds.
5. Evaluates vendor responses for price, quality, compliance with specifications, and adherence to procurement policies; recommends or executes awards in accordance with established authority.
6. Ensures compliance with applicable procurement policies, contract requirements, and regulatory standards, including public agency purchasing guidelines.
7. Coordinates with vendors to obtain product information, evaluate performance, and ensure quality of goods and services; may conduct vendor outreach or site visits, as appropriate.
8. Resolves routine procurement issues, including damaged goods, delivery discrepancies, incorrect shipments, and invoicing or payment concerns.
9. Monitors vendor performance and contract compliance; assists in negotiating terms and conditions such as pricing, delivery schedules, and service levels.



10. Conduct market research, product evaluations, and cost analyses to support purchasing decisions and long-range procurement planning.
11. Prepare purchase orders, maintain procurement records, and generate reports related to purchasing activities, expenditures, and procurement performance.
12. Coordinate procurement documentation and records necessary to support audits, compliance reviews, grant-funded purchases, and financial reporting requirements.
13. Collaborate with the Logistics Manager and Contracts and Grants Manager to support procurement planning, inventory management, capital asset acquisition, and project implementation activities.
14. Supports the disposition of surplus or obsolete equipment in accordance with established procedures.
15. Coordinate emergency or expedited purchases necessary to support urgent operational or continuity needs.
16. Provides vacation or temporary relief, as required.
17. Performs other related duties, as assigned.

Minimum Qualifications:

Education: Bachelor's degree from an accredited college or university in public administration, business administration, finance, or a closely related field.

OR

An equivalent combination of education, training, and qualifying experience that demonstrates the ability to perform the duties of the position may be considered.

-AND-

Experience: Two (2) years of full-time equivalent professional purchasing experience with increasing levels of responsibility, preferably in a public agency or governmental setting.

Desired Qualifications:

- Possession of a professional procurement certification such as Certified Public Procurement Officer (CPPO), Certified Professional Public Buyer (CPPB), or Certified Purchasing Manager (CPM) is highly desirable.
- Experience with public agency procurement processes, competitive solicitations, and contract administration support.
- Experience supporting emergency services, public safety agencies, local government, special districts, or joint powers authorities.
- Knowledge of principles, practices, and techniques related to public procurement, including drafting, administering, and monitoring purchase contracts and enforcing contract provisions.
- Knowledge of applicable federal, state, and local laws, codes, and regulations governing public purchasing, as well as agency policies and procedures.
- Knowledge of recordkeeping practices and procedures related to procurement and purchasing functions.
- Knowledge of grant-funded procurement requirements and documentation standards.
- Experience conducting product and vendor research, including evaluating vendor capabilities and market conditions.

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- Ability to develop, analyze, and evaluate bid proposals, purchase requisitions, specifications, and other procurement-related documents.
- Ability to perform cost and price analyses to support purchasing decisions.
- Strong analytical, organizational, and problem-solving skills.
- Ability to establish and maintain effective working relationships with internal staff, vendors, and external partners.
- Ability to organize work, prioritize assignments, and exercise sound independent judgment within established guidelines.

Representation unit:

Non-Represented

Salary Range:

33

Updated 4/15/2026 NL

Updated 5/15/26 BKB



RISK MANAGER

Job Code #: TBD

Salary Range: E55C

Job Description:

Under general direction of the Deputy Executive Director of Administration, the Risk Manager plans, organizes, coordinates, and oversees CONFIRE JPA's risk management, occupational safety, loss prevention, claims coordination, insurance support, workers' compensation coordination, and risk control programs.

The position is responsible for identifying, evaluating, and mitigating organizational risks related to personnel, facilities, vehicles, equipment, contracts, vendors, operations, emergency communications, administrative functions, and public safety support activities. The Risk Manager develops and maintains risk management policies, safety programs, reporting systems, corrective action processes, and loss-control strategies to reduce liability exposure, support regulatory compliance, and protect CONFIRE JPA's personnel and assets.

The Risk Manager supervises assigned staff engaged in safety, loss prevention, and risk control activities and works closely with executive leadership, managers, Human Resources, Finance, Contracts and Grants, legal counsel, insurance representatives, third-party administrators, regulatory agencies, member agencies, and other stakeholders on risk management matters.

Performs related duties as assigned.

Distinguishing Characteristics:

This is a management-level classification responsible for agency-wide risk management, occupational safety, claims coordination, and loss-control programs.

The Risk Manager exercises independent judgment in developing, implementing, and evaluating policies, procedures, training, corrective actions, reporting systems, and mitigation strategies intended to reduce organizational risk and improve safety performance.

This classification is distinguished from the Safety Officer by the Risk Manager's broader responsibility for overall risk management strategy, claims coordination, insurance and liability matters, program oversight, policy development, interdepartmental coordination, and supervision of assigned safety or risk-control personnel.

The position requires knowledge of public agency risk management, workplace safety, workers' compensation processes, claims coordination, insurance principles, regulatory compliance, incident investigation, and loss prevention practices.

Example of Duties:

Duties may include, but are not limited to:

1. Plan, organize, coordinate, and oversee CONFIRE JPA's risk management, occupational safety, loss prevention, claims coordination, insurance support, and risk-control programs.
2. Develop, implement, review, and update risk management policies, safety procedures, loss-control practices, corrective action processes, and related administrative guidelines.
3. Supervise, assign, review, and evaluate the work of assigned staff engaged in safety, loss prevention, incident investigation, occupational safety, regulatory compliance, and risk-control activities.


CONFIRE

4. Oversee development, implementation, and maintenance of the Illness and Injury Prevention Program, safety programs, inspection programs, training requirements, documentation practices, and regulatory compliance processes.
5. Monitor compliance with applicable federal, state, and local laws, regulations, standards, and requirements related to occupational safety, risk management, workers' compensation, claims reporting, and workplace safety.
6. Coordinate risk management activities involving workplace injuries, vehicle accidents, property damage, near misses, safety concerns, liability exposures, contractor incidents, and other risk-related matters.
7. Oversee or conduct investigations of workplace injuries, accidents, property damage, safety concerns, and risk-related incidents; review reports, identify root causes, and ensure corrective actions are developed and tracked.
8. Coordinate workers' compensation, liability, property, and other claim-related matters with Human Resources, managers, third-party administrators, insurance representatives, legal counsel, and other appropriate parties.
9. Review incident trends, claims data, workers' compensation information, safety reports, and operational risk data to identify patterns, evaluate exposure, and recommend mitigation strategies.
10. Serve as a liaison with insurance carriers, third-party administrators, legal counsel, regulatory agencies, medical providers, vendors, and other external partners regarding risk, safety, claims, and liability matters.
11. Support insurance administration activities, including renewal coordination, coverage documentation, claims history review, risk exposure analysis, certificates of insurance, and related records as assigned.
12. Coordinate with Contracts and Grants, Finance, Logistics, Human Resources, and other functional areas regarding insurance requirements, indemnification, vendor risk, facility risk, fleet risk, contract compliance, and organizational exposure.
13. Oversee safety inspections, risk assessments, ergonomic reviews, facility reviews, vehicle or equipment-related risk evaluations, and follow-up actions to address identified hazards or exposures.
14. Develop and support safety and risk management training programs related to workplace safety, injury prevention, hazard recognition, claims reporting, regulatory compliance, emergency preparedness, and risk reduction.
15. Prepare reports, analyses, correspondence, briefings, and recommendations related to safety performance, claim trends, incident history, regulatory compliance, corrective actions, and risk mitigation efforts.
16. Advise executive leadership, managers, supervisors, and staff regarding risk management practices, safety concerns, incident response, claims processes, regulatory requirements, and corrective action strategies.
17. Assist in preparing responses to audits, claims, litigation, public records requests, regulatory inquiries, Cal/OSHA matters, and other risk-related proceedings in coordination with appropriate staff and legal counsel.
18. Review plans, specifications, projects, facilities, equipment, operational practices, and vendor activities to identify risk, safety, ergonomic, or liability concerns and recommend corrective actions.
19. Support emergency preparedness, continuity planning, safety committee activities, labor-management safety discussions, post-incident reviews, and organizational risk-reduction initiatives.
20. Maintain required logs, records, files, reports, claim documentation, safety records, insurance records, compliance documentation, and risk management data in accordance with applicable policies and retention requirements.
21. Maintain awareness of public agency risk management practices, insurance trends, occupational safety requirements, workers' compensation processes, claims management practices, and regulatory developments.



22. Provide vacation or temporary relief as required.
23. Perform other related duties as assigned.

Minimum Qualifications:

Education:

Bachelor's degree from an accredited college or university in Risk Management, Business Administration, Public Administration, Finance, Occupational Safety, Environmental Health and Safety, Emergency Management, Human Resources, or a closely related field.

Experience:

Five (5) years of increasingly responsible professional experience involving risk management, occupational safety, claims coordination, workers' compensation, insurance administration, loss prevention, regulatory compliance, or a closely related field.

Experience must include at least two (2) years of supervisory, lead, administrative, or program management responsibility.

Desired Qualifications:

- Experience managing or supporting risk management, safety, claims, workers' compensation, or loss-control programs in a public agency, public safety, emergency communications, fire service, EMS, special district, joint powers authority, or local government environment.
- Experience supervising or providing direction to safety, risk, claims, administrative, or related staff.
- Experience coordinating with insurance carriers, third-party administrators, legal counsel, medical providers, regulatory agencies, and internal stakeholders regarding claims or risk-related matters.
- Experience with Cal/OSHA requirements, Illness and Injury Prevention Programs, workplace safety programs, incident investigations, safety committees, and corrective action tracking.
- Experience reviewing contracts, insurance requirements, vendor risk, certificates of insurance, indemnification provisions, or liability exposure in coordination with legal or contract staff.
- Experience analyzing claims data, incident trends, workers' compensation information, safety metrics, or risk exposure data.
- Completion of Associate in Risk Management (ARM), Associate in Risk Management for Public Entities (ARM-P), Certified Safety Professional (CSP), or a similar public entity risk management, occupational safety, claims, insurance, or loss-control certification is desirable.
- Strong analytical, organizational, written communication, and problem-solving skills.
- Ability to exercise sound judgment, confidentiality, tact, and professionalism in sensitive, confidential, or high-liability matters.

Representation Unit:

Exempt

Salary Range:

E55C – Benefit Group C

Updated: 06/12/2026



EMS SYSTEM STATUS MANAGER

Job Code #: 60012

Salary Range: 53

Job Description:

Under general direction of the Communications Director, and in close coordination with the EMS and Transport Director, develops, coordinates, monitors, and evaluates EMS system status management plans, ambulance posting strategies, deployment models, and system performance activities supporting CONFIRE JPA's EMS transport system.

The EMS System Status Manager uses operational data, CAD information, GIS mapping, deployment technology, response-time data, historical demand patterns, unit availability data, and system performance metrics to develop daily, weekly, and long-range ambulance posting plans for use by system status controllers, the subcontracted ambulance provider, and public agency ambulance providers.

The position supports communications center operations and EMS transport system performance by evaluating ambulance deployment practices, identifying coverage gaps, reviewing response-time performance, coordinating posting-plan updates, supporting performance exemption documentation, and recommending improvements to system status management practices.

This position does not function as a dispatcher, system status controller, ambulance field supervisor, or direct manager of subcontracted ambulance personnel. The position provides system-level planning, analysis, coordination, and compliance support to ensure ambulance deployment practices align with contractual requirements, operational standards, communications center needs, and regional EMS system objectives.

Performs related duties as assigned.

Distinguishing Characteristics:

The EMS System Status Manager is a specialized EMS system deployment and performance classification responsible for ambulance posting-plan development, system status management coordination, deployment analysis, response-time performance review, and deployment-related compliance support.

This classification is distinguished from dispatch and system status controller classifications by its focus on system-level planning, data analysis, posting-plan development, deployment model evaluation, and performance review rather than real-time call taking, dispatching, or direct radio operations.

This classification is distinguished from EMS Compliance and Performance Analyst classifications by its specialized responsibility for ambulance posting plans, system status management strategies, deployment modeling, response-time exemption support, and operational deployment recommendations.

The incumbent works closely with the Communications Director, EMS and Transport Director, subcontracted ambulance provider, public agency ambulance providers, emergency communications personnel, system status controllers, Compliance Analysts, GIS staff, technology staff, hospitals, County representatives, and other EMS system stakeholders to support efficient and compliant ambulance deployment across the service area.



Example of Duties:

Duties may include, but are not limited to:

1. Develop, maintain, review, and update EMS system status management plans, ambulance posting plans, deployment models, and move-up strategies for use by system status controllers, subcontracted ambulance providers, and public agency ambulance providers.
2. Develop daily, weekly, and long-range ambulance posting plans using operational data, historical demand patterns, CAD information, GIS mapping, deployment technology, unit availability data, response-time standards, and system performance trends.
3. Monitor and evaluate system-generated deployment recommendations, posting-plan adjustments, and related system status management outputs to ensure alignment with contractual requirements and operational expectations.
4. Analyze historical and real-time operational data, including call volume, geographic demand, time-of-day patterns, day-of-week trends, response times, unit availability, hospital wall times, out-of-service time, and unit hour utilization.
5. Use CAD data, GIS mapping, deployment software, dashboards, and analytical tools to evaluate system coverage, ambulance availability, posting effectiveness, and deployment efficiency.
6. Develop posting recommendations based on demand patterns, geographic coverage needs, resource availability, contractual response-time standards, and operational performance data.
7. Coordinate with system status controllers, the subcontracted ambulance provider, and public agency ambulance providers regarding posting plans, deployment expectations, ambulance availability, system coverage, and performance-related deployment concerns.
8. Monitor provider adherence to approved posting plans, deployment practices, move-up expectations, system status management procedures, and contractual performance requirements.
9. Evaluate late responses, response-time performance failures, coverage gaps, deployment decisions, resource availability, and other factors affecting ambulance system performance.
10. Prepare, review, support, and submit documentation related to response-time corrections, performance exemptions, compliance reviews, and deployment-related performance issues.
11. Coordinate with Compliance Analysts to support response-time compliance monitoring, performance reporting, corrective action plans, and contractual accountability processes.
12. Monitor ambulance system performance indicators, including response-time compliance, unit hour utilization, chute time, hospital wall time, unit availability, posting compliance, workload distribution, and geographic coverage.
13. Prepare reports, dashboards, maps, analyses, briefings, and recommendations regarding ambulance deployment, posting effectiveness, response-time performance, system coverage, and operational trends.
14. Identify deployment inefficiencies, coverage weaknesses, recurring late-response patterns, resource utilization concerns, and opportunities to improve system performance.
15. Recommend changes to system status plans, posting locations, deployment models, coverage strategies, and operational practices based on data analysis and system performance trends.
16. Assist with development, implementation, and evaluation of deployment strategies during high-demand periods, special events, major incidents, disaster activations, system disruptions, surge conditions, and other unusual operational circumstances.
17. Coordinate with GIS, CAD, dispatch, technology, and data systems personnel to ensure deployment tools, mapping layers, post locations, unit status data, and reporting systems support accurate system status management.



18. Participate in system performance reviews, after-action reviews, operational debriefings, deployment planning meetings, and EMS system improvement initiatives.
19. Maintain deployment records, posting plans, exemption documentation, compliance materials, data analyses, and related records necessary to support audit readiness, transparency, and contract administration.
20. Maintain awareness of EMS system status management practices, ambulance deployment models, response-time standards, regulatory requirements, contract requirements, and industry best practices.
21. Provide vacation or temporary relief as required.
22. Perform other related duties as assigned.

Minimum Qualifications:

Education:

Associate degree or higher from an accredited institution in Emergency Medical Services, Public Administration, Healthcare Administration, Data Analytics, Geography, Geographic Information Systems, Emergency Management, Business Administration, or a closely related field.

OR

An equivalent combination of education, training, and qualifying experience that demonstrates the ability to perform the duties of the position may be considered.

Experience:

Three (3) years of progressively responsible experience involving emergency medical services, ambulance operations, emergency communications, EMS deployment, public safety operations, system status management, operational analysis, performance reporting, or a closely related field.

Experience must include responsibility for one or more of the following: ambulance deployment, posting plans, CAD or GIS-based analysis, response-time performance review, EMS operations coordination, contract compliance support, system performance reporting, or operational data analysis.

Desired Qualifications:

- Experience with ambulance system status management, posting plans, move-up strategies, deployment modeling, or ambulance resource coordination.
- Experience analyzing EMS response-time performance, unit availability, hospital wall times, unit hour utilization, chute times, workload distribution, or geographic coverage.
- Experience with CAD systems, GIS mapping, deployment software, business intelligence platforms, dashboards, or other operational reporting tools.
- Experience preparing response-time exemption documentation, compliance reports, operational analyses, or performance-related recommendations.
- Experience working with public agency ambulance providers, private ambulance providers, fire agencies, emergency communications centers, EMS agencies, hospitals, or other public safety stakeholders.
- Knowledge of EMS system status management principles, ambulance deployment strategies, response-time compliance standards, and EMS system performance measurement.
- Knowledge of geographic service areas, posting plans, move-up strategies, response zones, demand analysis, and operational coverage models.

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- Strong analytical, organizational, and problem-solving skills.
- Ability to interpret complex operational data and translate findings into practical deployment recommendations.
- Ability to communicate effectively with public agency partners, subcontracted ambulance providers, emergency communications personnel, management staff, and regulatory stakeholders.

Representation Unit:

CMU

Salary Range:

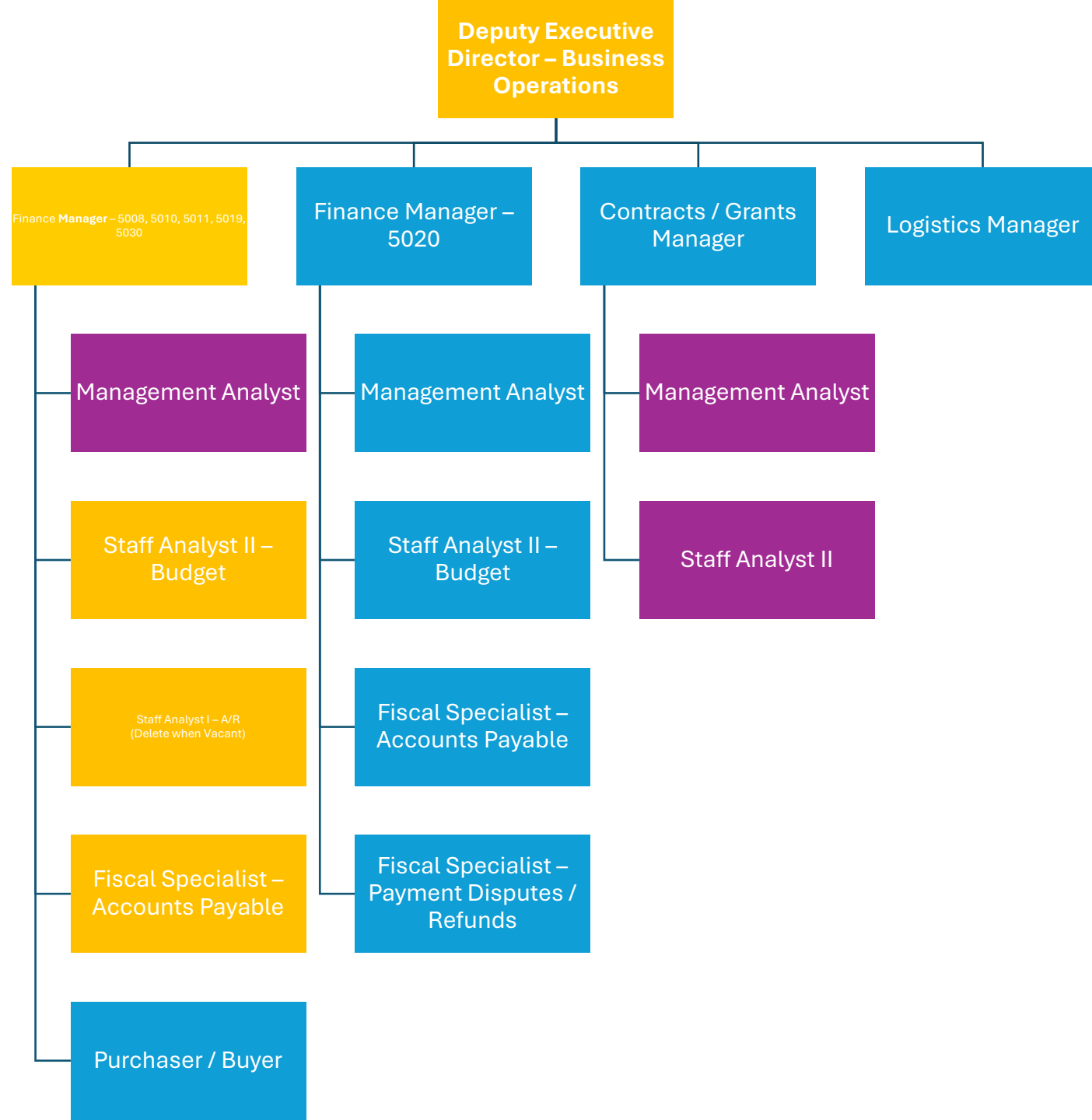
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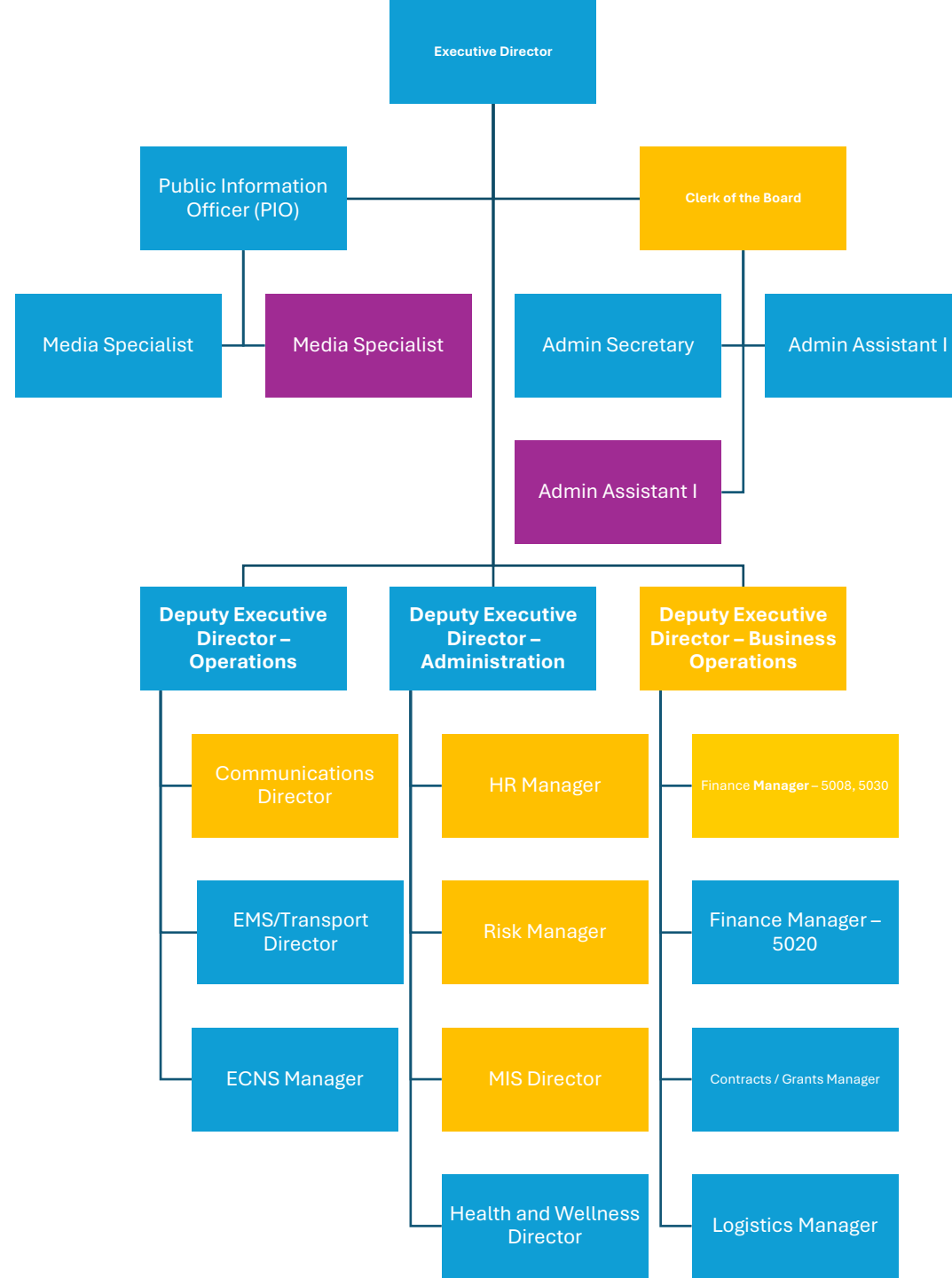
Updated: 06/12/2026 JB



- Currently budgeted
- Added in FY2026-27
- Will be added in a future phase

- Currently budgeted
- Added in FY2026-27
- Will be added in a future phase





- Currently budgeted
- Added in FY2026-27
- Will be added in a future phase

Deputy Executive
Director –
Operations

Communications
Director

Communications
Manager (2) – VCC

ECC Chief (3)

Communications
Manager – Desert

System Status
Manager

EMS/Transport
Director

ECNS Manager

Supervisor (5)

Communications
Assistant Manager
(Training)

Supervisor (5)

Compliance
Analyst

Dispatcher (21)

Training Officer

Dispatcher(11)

Compliance
Analyst

Call Taker (7)

Training Officer

Call Taker (4)

EMS Training
Manager

Medical Director

- Currently budgeted
- Added in FY2026-27
- Will be added in a future phase