



## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, OCTOBER 22, 2024 – 1:30 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

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### AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, October 22, 2024, in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

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

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

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

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

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

#### CALL TO ORDER

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

#### PUBLIC COMMENT

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

#### INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

## **CONSENT ITEMS**

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

1. Approve CONFIRE Joint Board of Directors and Administrative Committee Meeting Minutes
2. CONFIRE Operations Statement as of September 30, 2024
3. Fund Balance Report as of September 30, 2024
4. YTD Call Summary
5. YTD Answer Times
6. Billable Incidents
7. Call Processing Time Analysis - September 2024
8. CONFIRE ECNS Analysis
9. City of Redlands Agreement Amendment

## **DIRECTOR REPORT**

- a. Communication Division Update
- b. Finance/Admin. Division Update
- c. MIS Division Update
- d. EMS Division Update

## **COMMITTEE REPORTS**

- a. Ops Chief Committee Report - Chief Ault

## **SUBSIDIARY COMMITTEE REPORTS**

10. EMS Sub-Committee Update - Chief Barna

## **NEW BUSINESS**





**JOINT MEETING OF THE CONFIRE BOARD OF DIRECTORS  
AND  
ADMINISTRATIVE COMMITTEE  
TUESDAY, SEPTEMBER 24, 2024 – 1:30 P.M.  
LOMA LINDA-EOC, 25541 BARTON RD., LOMA LINDA**

**MINUTES**

**ROLL CALL**

**BOARD OF DIRECTORS:**

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

**ADMINISTRATIVE COMMITTEE MEMBERS:**

Chair – Chief Dan Harker, Loma Linda Fire Department  
 Deputy Chief Reggie Brown, Redlands Fire Department  
 Chief Buddy Peratt, Apple Valley Fire Protection District  
 Chief Dave Williams, Chino Valley Fire District  
 Chief Ray Bruno, Colton Fire Department  
 Chief Mike McCliman, Rancho Cucamonga Fire Department  
 Chief Brian Park, 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 30 minutes; 3 minutes allotted for each speaker)

## INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

*No conflicts were announced.*

## 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 April 20, 2024
2. CONFIRE Operations Statement as of August 31, 2024
3. FY2024-25 EMS Fund (5020)
4. Fund Balance Report as of August 31, 2024
5. YTD Call Summary
6. YTD Answer Times
7. Billable Incidents
8. Call Processing Time Analysis - August 2024
9. ECNS Analysis August 2024

**ACTION REQUEST:** The Administrative Committee requests the Board accept and approve consent items 1 thru 9.

**ACTION:** *The CONFIRE Board of Directors accepts and approves consent items 1 thru 9.*

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

**Second:** *Phill Dupper*

*Lynne Kennedy – Yes*

*Phil Dupper - Yes*

*Dan Leary – Yes*

*Mike Kreeger - Yes*

*John Echevarria – Yes*

*Denise Davis – Yes*

*Andy Carrizales – Absent*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Absent*

**Ayes:** *7*

**Noes:** *0*

**Abstain:** *0*

**Absent:** *2*

**Motion Approved**

**CLOSED SESSION**

*\*The Board of Directors and Administrative Committee entered Closed Session at 1:34 p.m.*

10. Review and update Existing Litigation – 54956.9(b): AMR Lawsuit
11. Personnel Matter – Public Employment Government Code section 54957(b)(1): Title: Executive Director

*\*The Board of Directors and Administrative Committee came out of Closed Session at 2:41 p.m.*

*No reportable action from Closed Session.*

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

- *ICEMA called for a CONFIRE strike team to report to the Line Fire to evacuate Big Bear Hospital. This was a historic event; 1<sup>st</sup> time in the County's history that all agencies came together using combined resources for the protection of the public.*
- *Introduction of Communications Director Henry Perez to the Board of Directors.*

**NEW BUSINESS**

12. Valley Communications Center Lease Agreement – **ACTION ITEM**

*The CONFIRE Board of Directors tabled this topic, no action was taken.*

**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.

13. Approve Administrative Committee Minutes of August 27, 2024
14. Approve the Special Administrative Committee Minutes of September 10, 2024
15. CONFIRE Operations Statement as of August 31, 2024
16. FY2024-25 EMS Fund (5020)
17. Fund Balance Report as of August 31, 2024
18. YTD Call Summary
19. YTD Answering Times

20. Billable Incidents
21. Call Processing Time Analysis – August 2024
22. ECNS Report August 2024
23. MOU DMSU Vehicle
24. BDC Ambulance Agreement – **ACCEPT AND FILE**

*Motion to accept all items on Consent.*

**Motion by:** *Chief Mike McCliman*

**Second:** *Chief Dave Williams*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

## **DIRECTOR REPORT**

- a. Communications Division Update
  - *Communications Director Henry Perez commended the CONFIRE workforce for exceptional service during the recent fire incidents.*
  - *Discussed the progress of new staff training.*
- b. Finance/Admin. Division Update
  - *Introduction of Nicole Vasquez, CONFIRE's new HR Generalist.*
- c. MIS Division Update
  - *MIS continues to work with vendors that are supporting the Ambulance Contract.*
- d. EMS Division Update
  - *Emphasis of Priority's commitment to CONFIRE and the employees hired.*

## **COMMITTEE REPORTS**

- a. CAD to CAD – Ontario Fire Go Live
  - *CAD to CAD with Ontario Fire went live September 24, 2024.*

## **SUBSIDIARY COMMITTEE REPORTS**

- a. EMS Sub-Committee Update – Chief Barna
  - *Approved Policies and Procedures required under the Ambulance Contract.*
  - *Committee continues to work on additional policies.*

**NEW BUSINESS**25. Creation of Fire/Rescue Program – **ACTION ITEM**

*The CONFIRE Administrative Committee tabled this topic, no action was taken.*

26. Chino Valley Interim Director Agreement – **ACTION ITEM**

*Approve Amendment No. 2 to the Interim Director agreement with Chino Valley Independent Fire District, extending the term to December 31, 2024.*

*Adequate appropriation has been included in the approved 2024-25 budget. The total is not to exceed \$65,608 and is being funded by salary savings from budgeted vacancies in Fund 5008.*

***Motion to Approve Amendment No. 2 to the Interim Director agreement with Chino Valley Independent Fire District, extending the term to December 31, 2024.***

**Motion by: Chief Brian Park**

**Second: Chief Buddy Peratt**

**Ayes: 9**

**No: 0**

**Abstain: 0**

**Absent: 0**

**ROUND TABLE**

*The Administrative Committee expressed gratitude to Chief Serna and all agencies for their combined efforts during the recent wildfire activity.*

**CLOSED SESSION**

*\*The Administrative Committee entered Closed Session at 3:17 p.m.*

27. Review and update Existing Litigation – 5956.9(d): AMR Lawsuit

28. Personnel Matter – Public Employment Government Code section 54957(b):  
Title: Executive Director

*\*The Administrative Committee came out of Closed Session at 4:17 p.m.*

*No reportable action from Closed Session.*

**ADJOURNMENT**







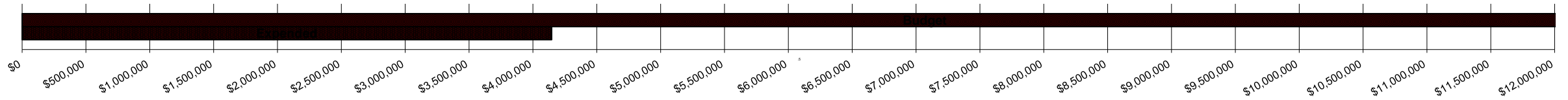
**OPERATIONS FUND 5008**  
**Unaudited MONTHLY SUMMARY FY 2024-25**

Transactions thru September 31, 2024

Item 2.

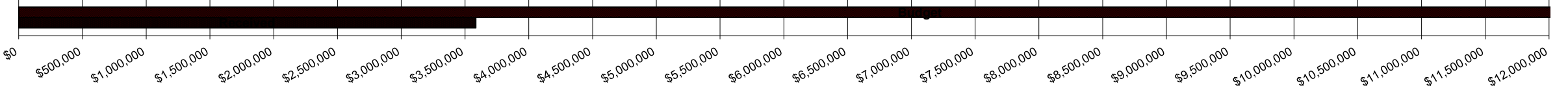
<b>Expenditures</b>	<b>July</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>3 PP Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>3 PP June</b>	<b>Total YTD Expended</b>	<b>2023/24 Budget</b>	<b>Bud - Exp Difference</b>	<b>% Used</b>
Salary/Benefits	610,483	612,358	643,001	-	-	-	-	-	-	-	-	-	1,865,842	9,552,349	\$7,686,507	19.5%
Overtime/Call Back	33,883	25,201	26,202	-	-	-	-	-	-	-	-	-	85,287	45,000	-\$40,287	189.5%
Phone/Circuits/Internet	40,974	(10,033)	25,126	-	-	-	-	-	-	-	-	-	56,067	273,166	\$217,099	20.5%
County IS/Data Services/Counsel	114	(450)	3,491	-	-	-	-	-	-	-	-	-	3,155	59,905	\$56,750	5.3%
Radio/Pager, Console Maint	-	45,690	(11,159)	-	-	-	-	-	-	-	-	-	34,531	205,559	\$171,028	16.8%
Computer Software	250,088	836,272	555,398	-	-	-	-	-	-	-	-	-	1,641,757	2,362,495	\$720,738	69.5%
Computer Hardware	532	(220)	323	-	-	-	-	-	-	-	-	-	635	15,250	\$14,615	4.2%
Office Exp/Copier Lease	5,259	10,061	6,385	-	-	-	-	-	-	-	-	-	21,705	90,897	\$69,192	23.9%
Insurance/Auditing	-	252,504	-	-	-	-	-	-	-	-	-	-	252,504	302,912	\$50,408	83.4%
Payroll/HR/Medical Director	121,858	(20,769)	29,967	-	-	-	-	-	-	-	-	-	131,056	780,659	\$649,603	16.8%
Travel/Training	2,953	746	59	-	-	-	-	-	-	-	-	-	3,758	112,800	\$109,042	3.3%
Auto/Structure/Fuel	-	3,204	2,181	-	-	-	-	-	-	-	-	-	5,386	60,590	\$55,204	8.9%
Other/HDGC Rent/Equip Trans	16,434	13,233	15,226	-	-	-	-	-	-	-	-	-	44,892	274,974	\$230,082	16.3%
<b>Total</b>	<b>1,082,578</b>	<b>1,767,796</b>	<b>1,296,203</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,146,577</b>	<b>14,136,556</b>	<b>\$9,989,980</b>	<b>29.3%</b>

**% Fiscal Year Passed 25.0%**



<b>Revenue</b>	<b>July</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>Received</b>	<b>Budget</b>	<b>Difference</b>	<b>% Rcvd</b>
Services	3,556,286	(7,944)	-	-	-	-	-	-	-	-	-	-	3,548,342	14,134,213	\$10,585,871	25%
Interest	48,856	(48,856)	-	-	-	-	-	-	-	-	-	-	-	-	\$0	
Other	-	-	36,120	-	-	-	-	-	-	-	-	-	36,120	-	(\$36,120)	
<b>Total</b>	<b>3,605,143</b>	<b>(56,800)</b>	<b>36,120</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,584,462</b>	<b>14,134,213</b>	<b>\$10,549,751</b>	<b>25%</b>

**% Fiscal Year Passed 25.0%**





**FY 2024-2025  
Unaudited Fund Balance Report  
as of September 31, 2024**

**Operations Fund (5008)**

Audited Fund Balance 7/1/24		\$ 3,335,344
Revenue	3,584,462	
Expenditures	<u>(4,146,577)</u>	
	Net	(562,115)
	Net Transfers In/Out	-
	<b>Available Fund Balance</b>	<b><u><u>\$ 2,773,229</u></u></b>

*\*FY 2024-25 Operating costs 10% is \$1,413,421 Per Board Policy*

**Equipment Reserve Fund (5009)**

Audited Fund Balance 7/1/24		\$ 2,311,408
Revenue	167,857	
Expenditures	<u>(453,276)</u>	
	Net	(285,419)
	<b>Available Fund Balance</b>	<b><u><u>\$ 2,025,989</u></u></b>

**General Reserve Fund (5010)**

Audited Fund Balance 7/1/24		\$ 6,907,469
Revenue	221,755	
Expenditures	(374,186)	
Grant Funds Due to CAD to CAD	-	
	Net	<u>(152,431)</u>
	<b>Fund Balance</b>	6,755,038
	Net Transfers In/Out	-
	<b>Total Fund Balance</b>	<b><u><u>\$ 6,755,038</u></u></b>

**Restricted Fund Balance**

Reserve for CIP	(3,000,000)	
	Net Committed	<u>(3,000,000)</u>
	<b>Available Fund Balance</b>	<b><u><u>\$ 3,755,038</u></u></b>

*\*FY 2024-25 Operating costs 25% is \$3,533,553*



**FY 2024-2025  
Unaudited Fund Balance Report  
as of September 31, 2024**

**Term Benefits Reserve Fund (5011)**


Audited Fund Balance 7/1/24			\$	1,786,600
Revenue		139,993		
Expenditures		-		
	Net			139,993
	Net Transfers In/Out			-
	<b>Available Fund Balance</b>		<b>\$</b>	<b>1,926,593</b>

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

Audited Fund Balance 7/1/24			\$	303,620
Revenue		129,936		
Expenditures		(122,773)		
	Net			7,163
	Net Transfers In/Out			-
	<b>Available Fund Balance</b>		<b>\$</b>	<b>310,783</b>

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

Audited Fund Balance 7/1/24			\$	2,170,934
Revenue		8,824		
Expenditures		(1,514,423)		
	Net			(1,505,599)
	Net Transfers In/Out			-
	<b>Available Fund Balance</b>		<b>\$</b>	<b>665,335</b>



**Call Summary**  
**CONFIRE/Comm Center**  
 1743 W Miro Way  
 Rialto, CA 92376 County: San Bernardino  
 Year: 2024

**From:** 1/1/2024  
**To:** 9/30/2024  
**Period:** Month  
**Group:**  
**Call Type:** All  
**Abandoned Filters:** Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-24	18354	22	18376	0.12%	11742	359	12101	14670	5227	83	19980	50457	121.2
Feb-24	16567	41	16608	0.25%	11210	373	11583	14462	5171	94	19727	47918	121.2
Mar-24	17211	53	17264	0.31%	11325	375	11700	14701	5513	88	20302	49266	123.7
Apr-24	17537	25	17562	0.14%	11613	382	11995	15389	5447	102	20938	50495	122.9
May-24	18959	62	19021	0.33%	12081	528	12609	15925	5618	162	21705	53335	119.8
Jun-24	19692	57	19749	0.29%	12263	531	12794	15478	5894	196	21568	54111	121.5
Jul-24	22740	92	22832	0.40%	13755	806	14561	17916	6606	388	24910	62303	120.1
Aug-24	20093	64	20157	0.32%	12909	817	13726	16014	6329	267	22610	56493	122.8
Sep-24	19782	91	19873	0.46%	12879	544	13423	16803	6031	232	23066	56362	123.4
<b>2024 Totals</b>	170935	507	171442	0.30%	109777	4715	114492	141389	52422	1635	195446	481380	122.5
<b>2023 Totals</b>	161963	560	162523	0.34%	110459	3623	114082	141638	44018	835	186491	463096	112.4



### PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - 1/1/2024 - 9/30/2024

Agency Fire

Affiliation

From: 1/1/2024

To: 9/30/2024

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

Call Hour	Answer Times in Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
February 2024 Total	15,685	388	174	253	74	33	1	16,608
% answer time ≤ 10 seconds	94.44%	2.34%	1.05%	1.52%	0.45%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.78%							
% answer time ≤ 40 seconds	99.35%							
March 2024 Total	16,504	281	167	246	53	12	1	17,264
% answer time ≤ 10 seconds	95.60%	1.63%	0.97%	1.42%	0.31%	0.07%	0.01%	100.00%
% answer time ≤ 15 seconds	97.23%							
% answer time ≤ 40 seconds	99.62%							
April 2024 Total	16,779	316	151	212	61	33	0	17,562
% answer time ≤ 10 seconds	95.54%	1.80%	0.92%	1.21%	0.35%	0.19%	0.00%	100.00%
% answer time ≤ 15 seconds	97.34%							
% answer time ≤ 40 seconds	99.46%							
May 2024 Total	17,044	653	361	636	224	95	8	19,021
% answer time ≤ 10 seconds	89.61%	3.43%	1.90%	3.34%	1.18%	0.50%	0.04%	100.00%
% answer time ≤ 15 seconds	93.04%							
% answer time ≤ 40 seconds	98.28%							
June 2024 Total	17,054	919	520	873	248	119	6	19,749
% answer time ≤ 10 seconds	86.40%	4.65%	2.83%	4.42%	1.26%	0.60%	0.03%	100.00%
% answer time ≤ 15 seconds	91.06%							
% answer time ≤ 40 seconds	98.11%							
July 2024 Total	18,667	1,154	770	1,383	479	334	45	22,832
% answer time ≤ 10 seconds	81.76%	5.05%	3.37%	6.06%	2.10%	1.46%	0.20%	100.00%
% answer time ≤ 15 seconds	86.81%							
% answer time ≤ 40 seconds	96.24%							
August 2024 Total	17,089	868	581	1,035	313	167	4	20,157
% answer time ≤ 10 seconds	84.78%	4.80%	2.88%	5.13%	1.55%	0.83%	0.02%	100.00%
% answer time ≤ 15 seconds	89.58%							
% answer time ≤ 40 seconds	97.60%							
September 2024 Total	16,971	986	593	898	280	136	9	19,873
% answer time ≤ 10 seconds	85.40%	4.96%	2.98%	4.52%	1.41%	0.68%	0.05%	100.00%
% answer time ≤ 15 seconds	90.36%							
% answer time ≤ 40 seconds	97.86%							
Year to Date 2024 Total	153,082	6,152	3,515	5,855	1,807	974	77	171,442
% answer time ≤ 10 seconds	89.28%	3.59%	2.05%	3.42%	1.05%	0.57%	0.04%	100.00%
% answer time ≤ 15 seconds	92.87%							
% answer time ≤ 40 seconds	98.33%							
Year to Date 2023 Total	151,398	4,547	2,343	3,178	757	295	13	162,523
% answer time ≤ 10 seconds	93.15%	2.80%	1.44%	1.96%	0.47%	0.18%	0.01%	100.00%
% answer time ≤ 15 seconds	95.95%							
% answer time ≤ 40 seconds	99.34%							

# CONFIRE Billable Incidents

Period: 01/01/2024 thru 09/30/2024

Jurisdiction	# of Incidents	% of Total
San Bernardino County	100,188	53.35%
VictorvilleFD	17,822	9.49%
RanchoCucamonga	13,801	7.35%
ChinoValleyFD	10,382	5.53%
AppleValley	9,638	5.13%
Rialto	8,925	4.75%
Redlands	8,643	4.60%
Colton	5,899	3.14%
MontclairFD	3,752	2.00%
Loma Linda	3,277	1.74%
Big Bear Fire	2,595	1.38%
San Manuel FD	1,683	0.90%
Baker Ambulance	632	0.34%
Running Springs	381	0.20%
Road Department	183	0.10%
<b>Total</b>	<b>187,801</b>	<b>100%</b>
BDC Division	# of Incidents	% of Total
East Valley	34,306	34.24%
Fontana	16,058	16.03%
Valley	13,818	13.79%
Hesperia	10,003	9.98%
South Desert	9,333	9.32%
North Desert	9,120	9.10%
Adelanto	3,883	3.88%
Mountain	3,667	3.66%
<b>Total</b>	<b>100,188</b>	<b>100%</b>

# CONFIRE 911 Call Processing Time Analysis

## September 2024





# September 2024

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Figure 8: Fire/Rescue Call Pickup to Queue..... 6

Figure 9: Fire/Rescue Queue to First Unit Assigned..... 7

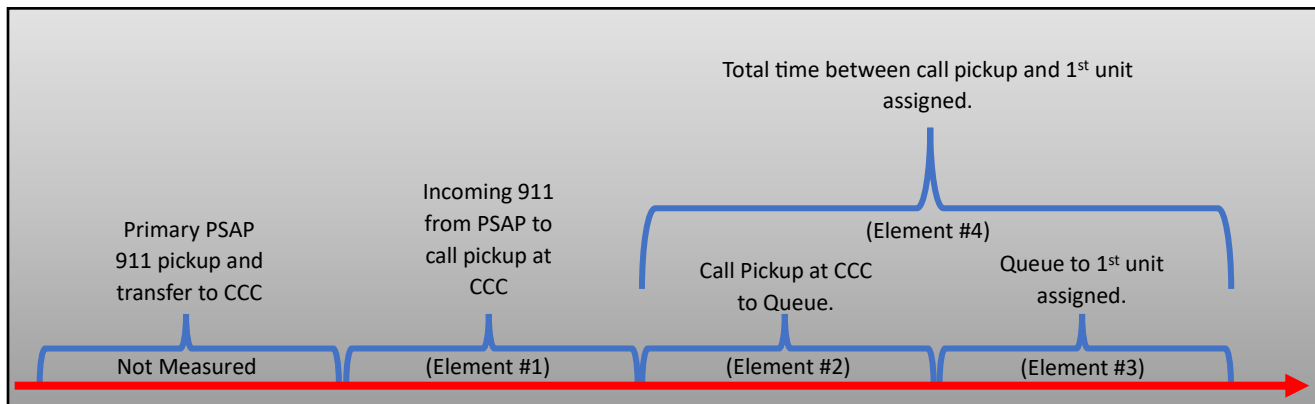
## CONFIRE Emergency Call Processing Times.

September 2024

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

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

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

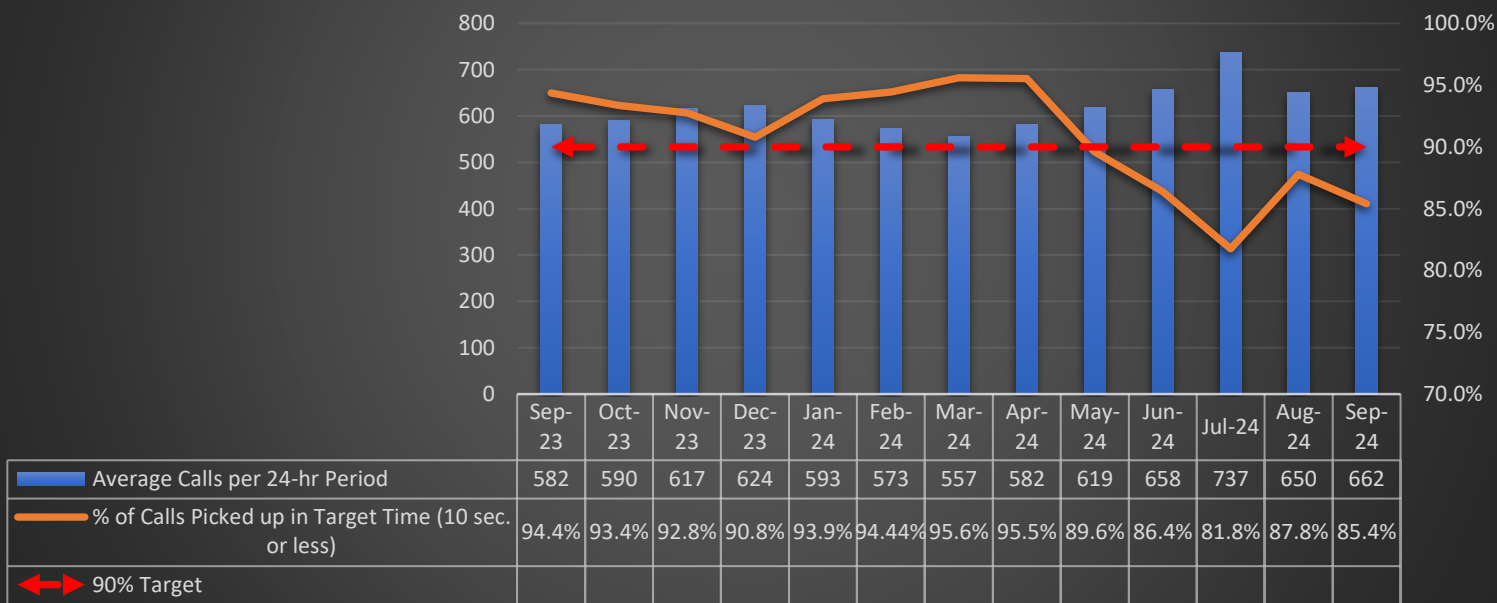


### Call Answering Time from Primary PSAP

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

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

### CONFIRE Incoming 911 Call Volume and Pickup Times September 2023 to September 2024 (10 sec. or less answer time)



#### Emergency Call Processing

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

#### EMS Call Processing

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

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

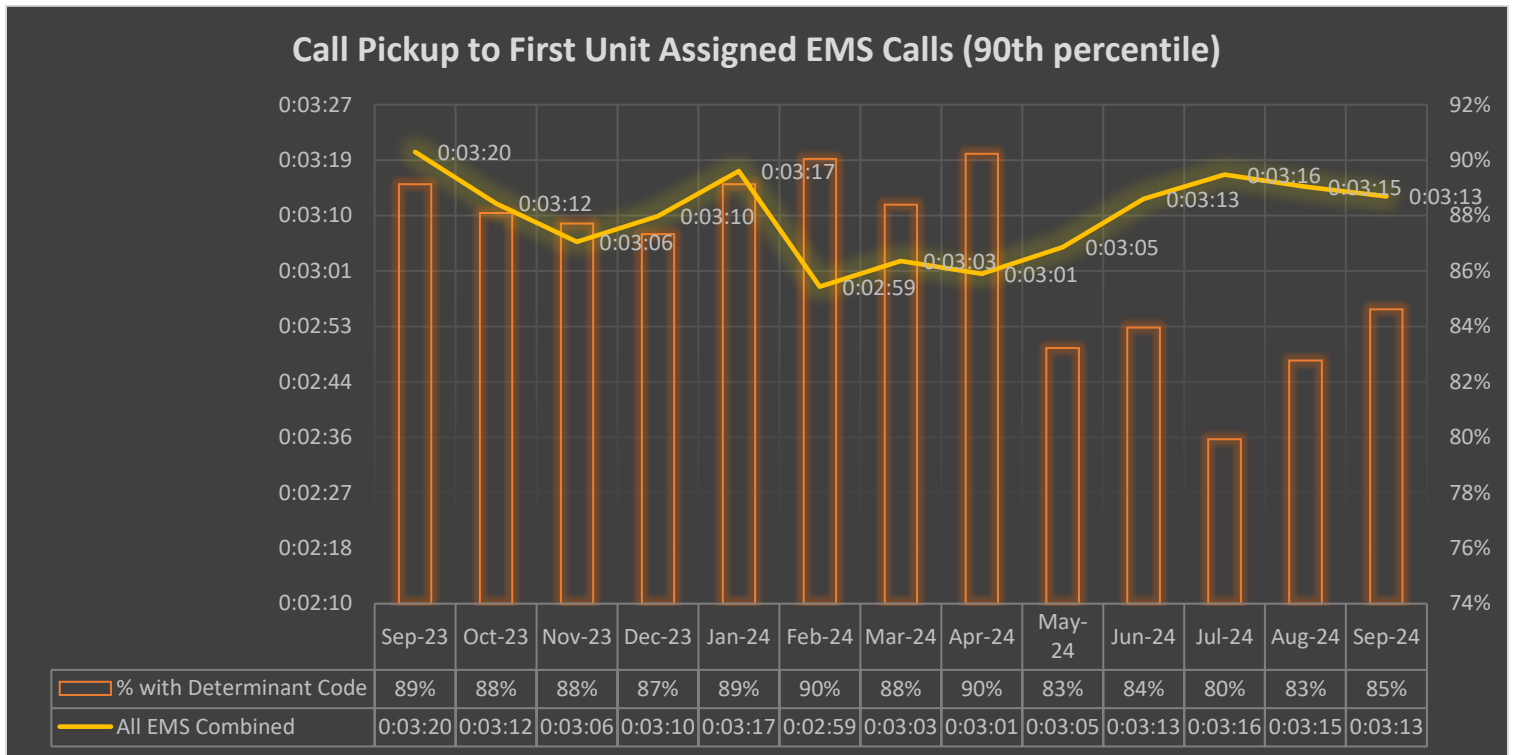


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

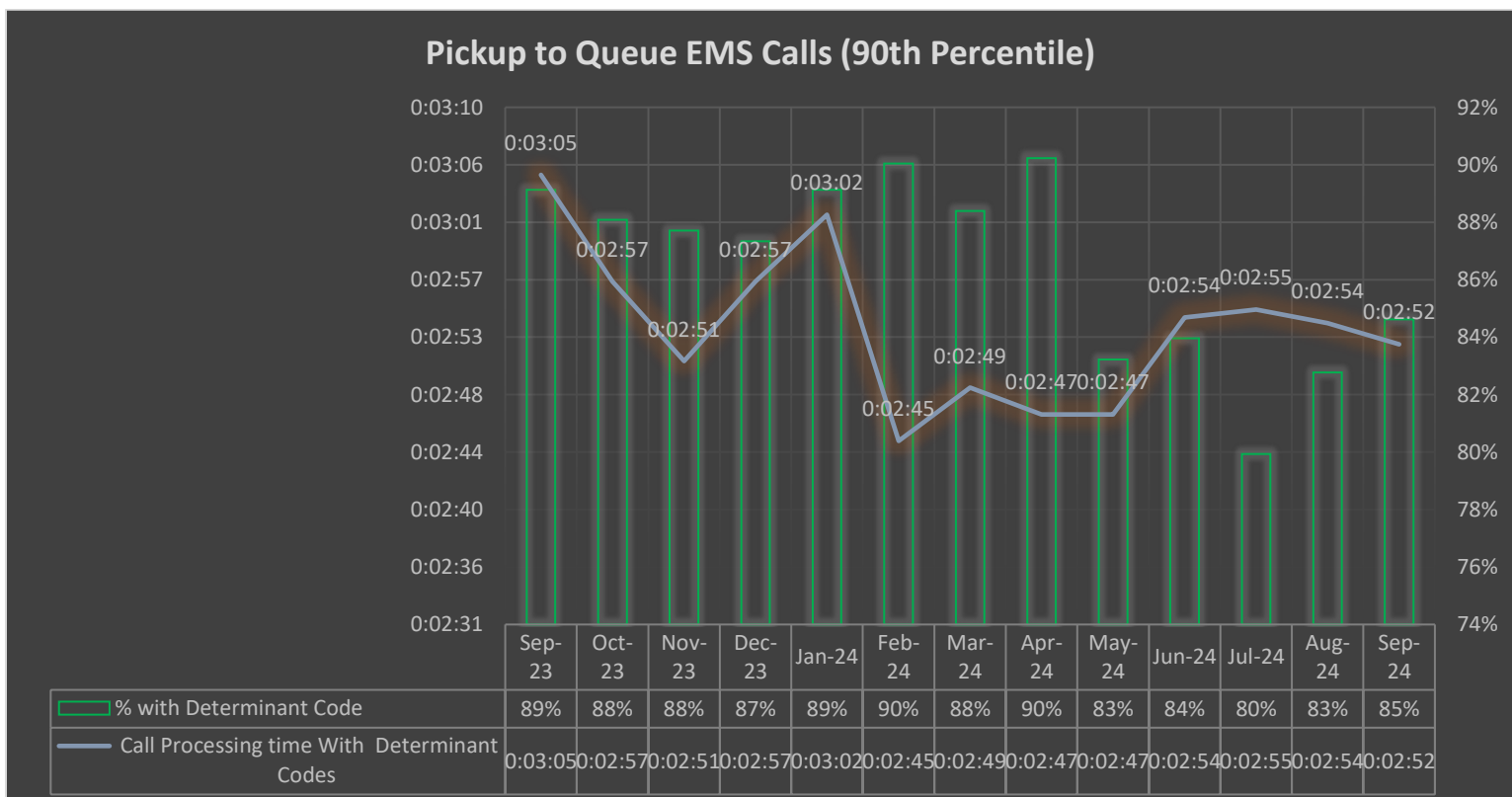


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

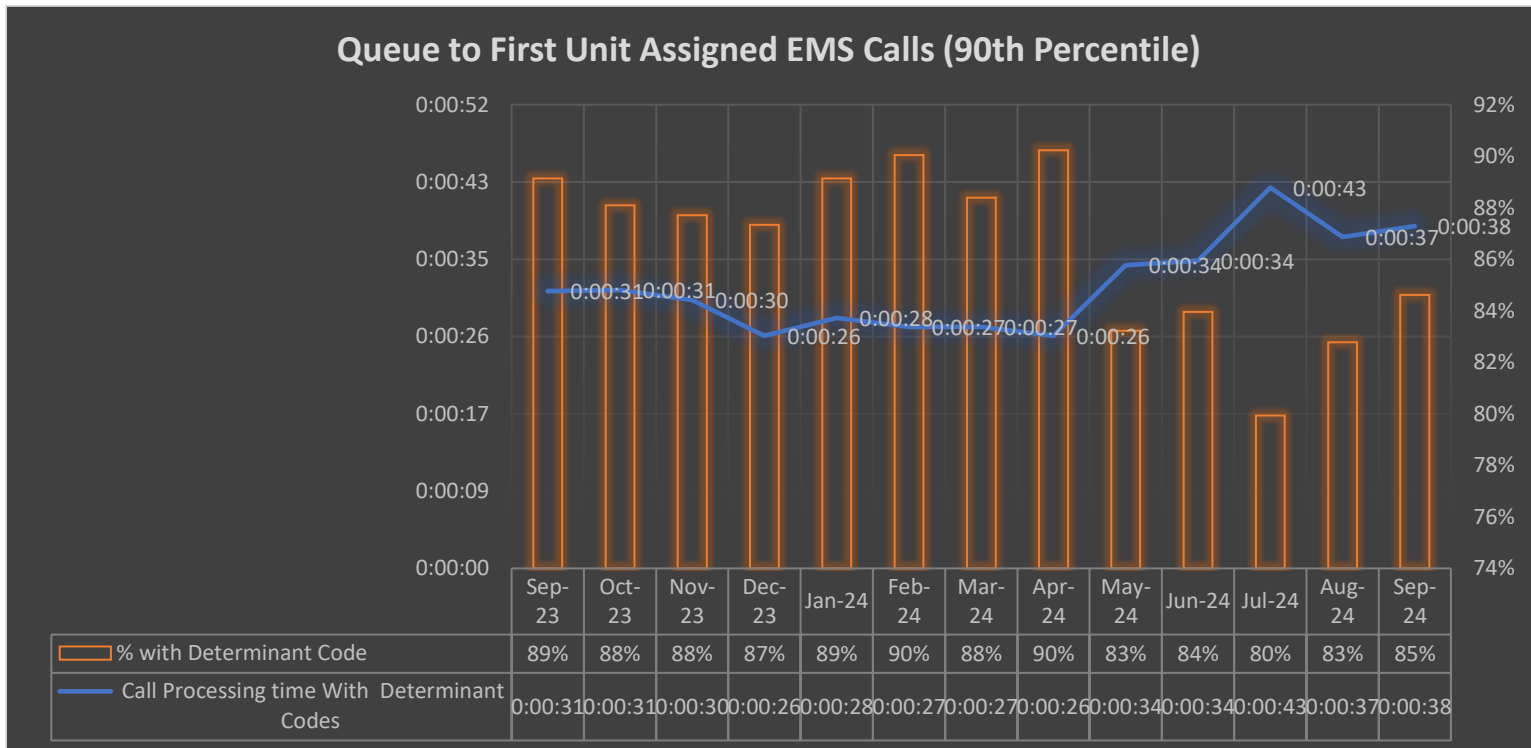
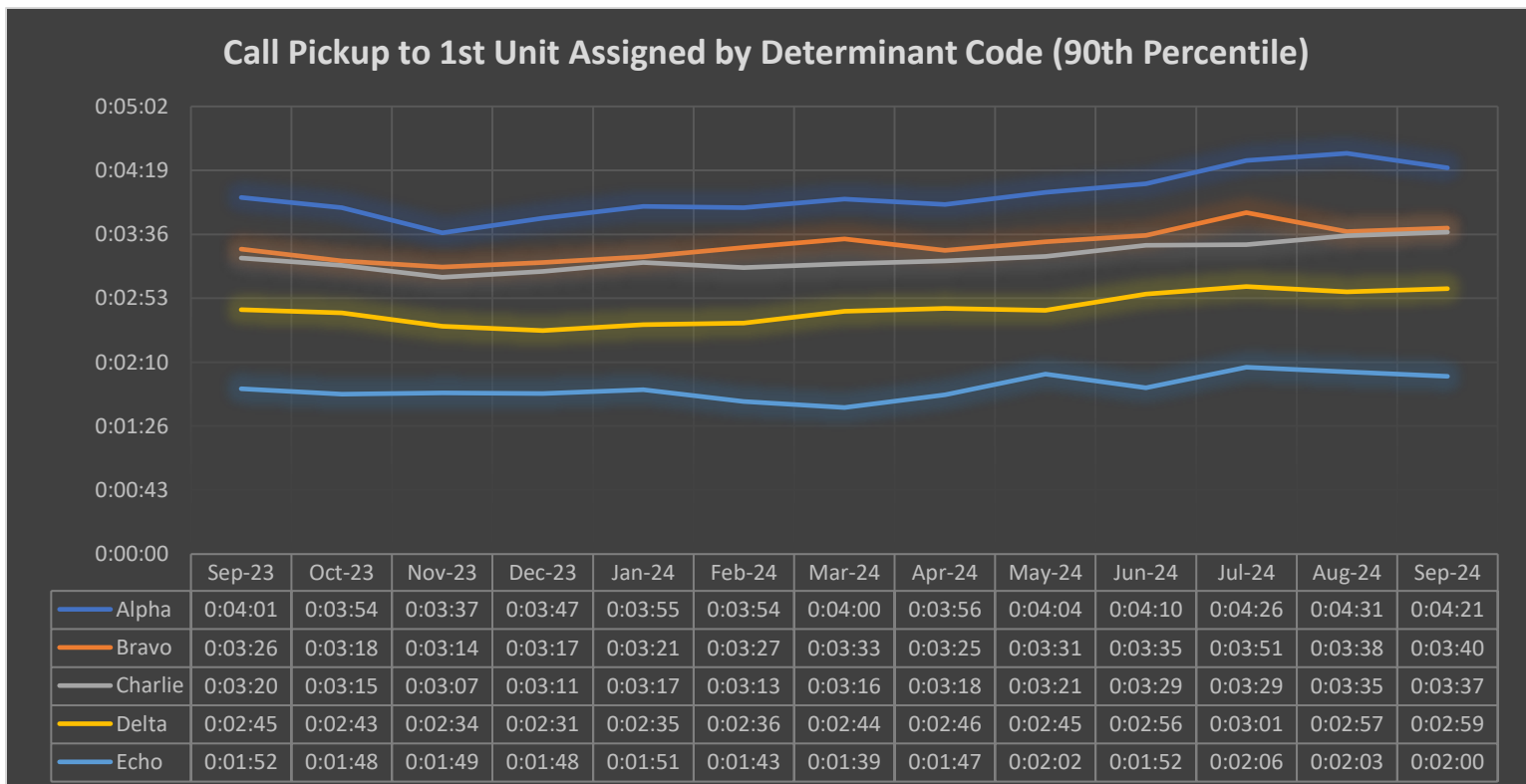


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



### Fire/Rescue Related Calls

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

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

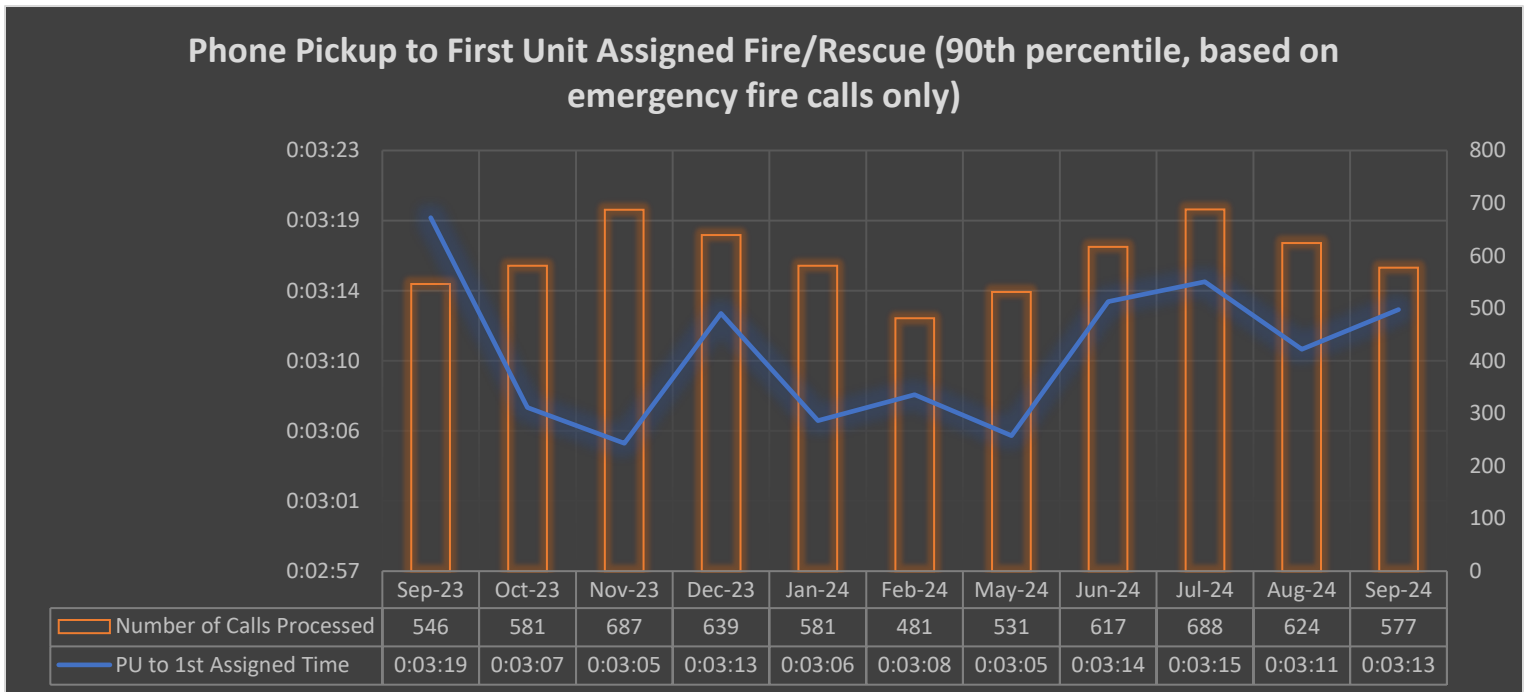


Figure 8: Fire/Rescue Call Pickup to Queue.

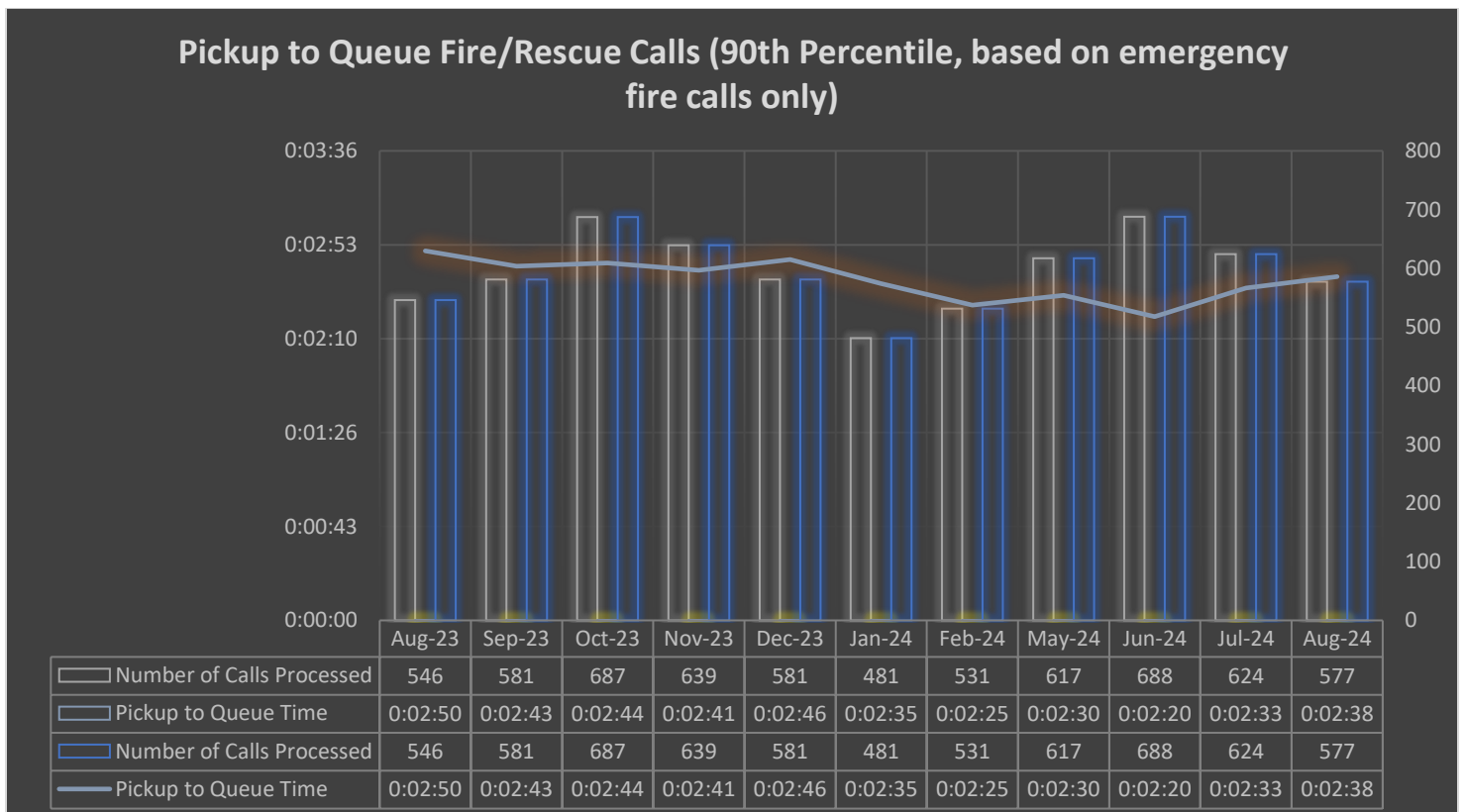
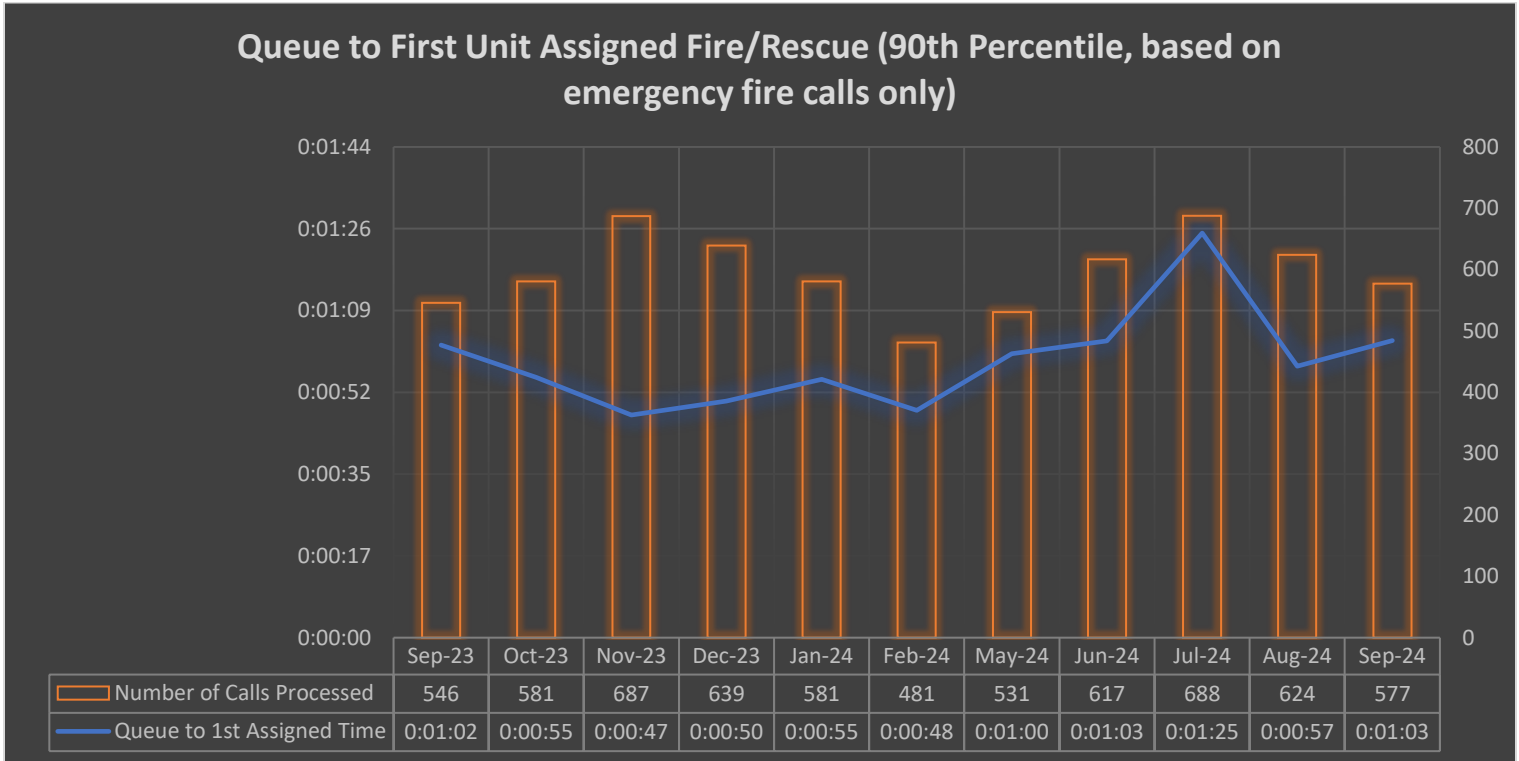


Figure 9: Fire/Rescue Queue to First Unit Assigned.



# CONFIRE ECNS Analysis

## September 2024





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## CONFIRE Dispatch Processing of EMS Calls and Disposition of ECNS Eligible Calls September 2024

The following is an analysis of various 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 SQL database, the LowCode database, and ImageTrend medical records.

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

Total Emergency EMS Calls Processed	18,166
Total EMS Calls with Obtainable Determinant Code	13,939
Total EMS Calls (EMD Obtainable) with Determinant Code	11,780
% of EMS Calls with Determinant Code	84.5%

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

Total Calls Eligible for ECNS:	1,441
% of EMS calls with Determinant Code Eligible for ECNS	12%
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	610
% of Eligible EMS Calls Transferred to ECNS	42.3%
% of Total EMS Calls Transferred to ECN6	3.4%

Table 3: Transport/treatment status of ECNS calls September 2024.

Incoming Calls to Emergency Communications Nurse (ECN) Nurse		
	Total ECNS Transfers	635
	Transferred via CAD Service (did not connect with ECN)	15
	Calls Aborted (Hangups, disconnects)	40
	Total Calls received and completed by ECN	580
Status in ECN Call Center		
	ECN returned call for Emergency Transport	160
	Patient had no alternative means of transport (Returned for non-emergency transport)	289
Ambulance Transport Status		
	Total calls to reach ECN that resulted in an ambulance response	449
	% of total calls to reach ECN that resulted in ambulance response	77.4%
	Total ambulance responses that resulted in a transport	356
	% of response with transport	79%
	Number of ECNS who received ECN direction and did not transport by ambulance.	131

<sup>1</sup> A CAD Service transfer occurs when CAD recognizes that the call is eligible for ECNS and automatically (and often without dispatcher knowledge) moves the call to LowCode electronically, but the dispatcher is not actually moving the call forward via telephone line to live ECN. There may be a number of reasons why this occurs, but for tracking purposes, it is not counted as an actual ECNS transfer. The call is actually being handled like a standard dispatched call with no time delays.

Table 4: Unit responses and ambulance transport rates to ECNS calls that were returned for first responders for September 2024 (by call type). Top 25 Call Types.

Call Type	Total Calls in LowCode	Total LowCode calls referred back for a Response	Total Responses with Transport	Call Type as % of Total Transports
SICK-A8	80	72	54	17%
BACK-A1	34	28	21	7%
FALL-A2	33	29	23	7%
SICK-O1	32	29	21	7%
SICK-A3	31	26	17	5%
SICK-A2	29	17	9	3%
SICK-A11	29	23	21	7%
ABD-A1	28	25	20	6%
FALL-A3	23	22	15	5%
SICK-A4	22	16	11	3%
DIA-O1	20	16	9	3%
TRAUMA-A2	15	11	7	2%
TRAUMA-A2	15	11	7	2%
TRAUMA-A1	15	13	11	3%
TRAUMA-A1	15	13	11	3%
FALL-O1	13	11	7	2%
ALL-A1	12	6	2	1%
SOB - Shortness of Breath	11	11	5	2%
SICK-A6	10	9	6	2%
FALL-A1	10	10	8	3%
TRAUMA-A3	9	9	6	2%
TRAUMA-A3	9	9	6	2%
HEAD-O1	9	8	5	2%
HL-A1	9	7	3	1%
TRAUMA-O1	9	7	5	2%

Table 5: Recommended Point of Care Disposition for patients completing ECNS process for September 2024\*.

Point of Care Selected by ECN	# of patients	% of all care recommendations given
Seek Emergency Care as Soon as Possible	190	46.6%
Seek Face to Face Care within 1-4 Hours	91	22.3%
Emergency Response	87	21.3%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	15	3.7%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	10	2.5%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	8	2.0%
Self-Care	4	1.0%
Schedule a Routine Appointment with a Doctor/Health Care Professional	2	0.5%
Contact Poison Control or Local Pharmacist	1	0.2%

*\*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 includes callers who were provided a recommendation that did not require ambulance transport, but received that transport anyway due to lack of alternative transportation (see table 3 for detail).*

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

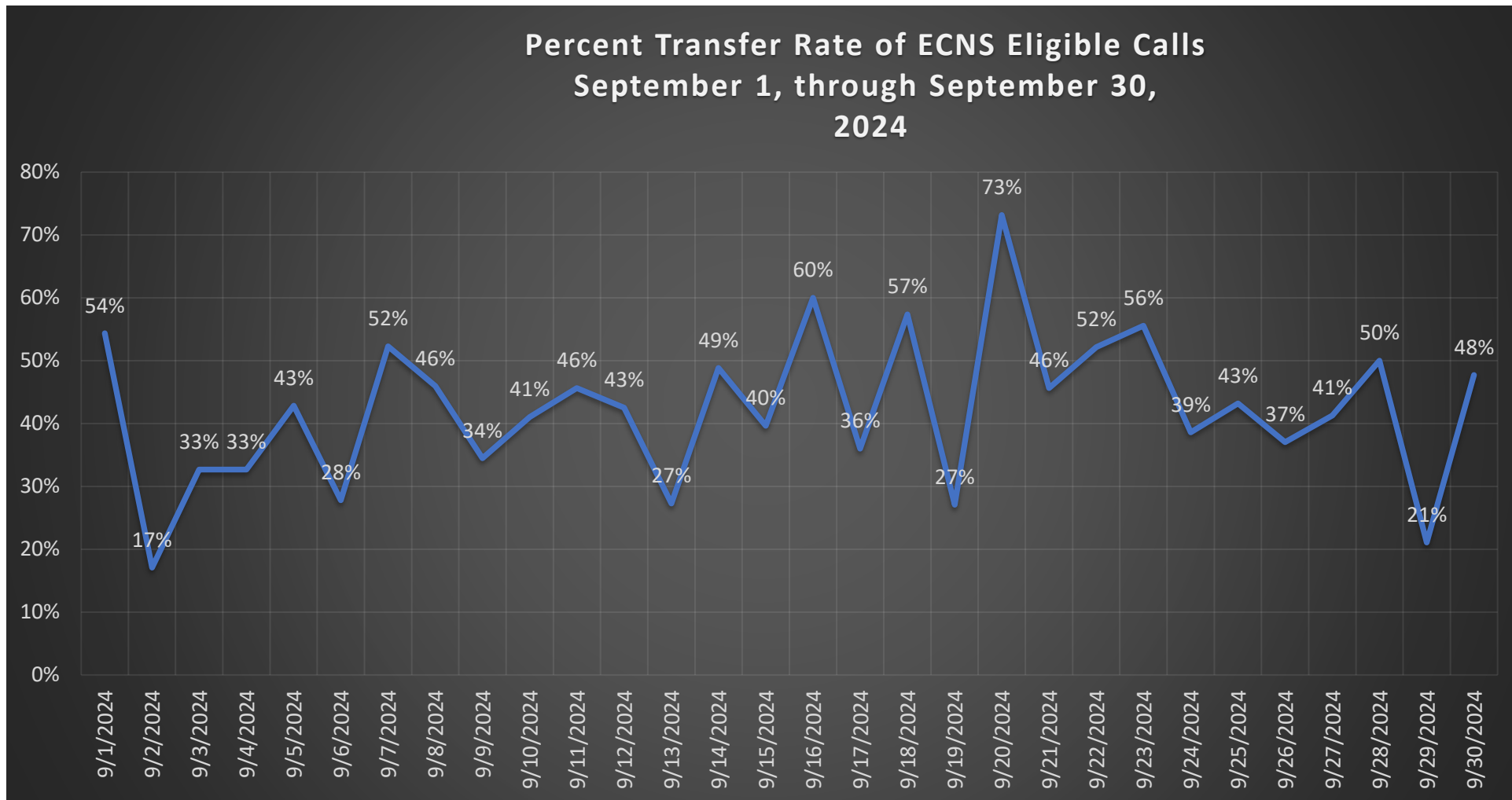


Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

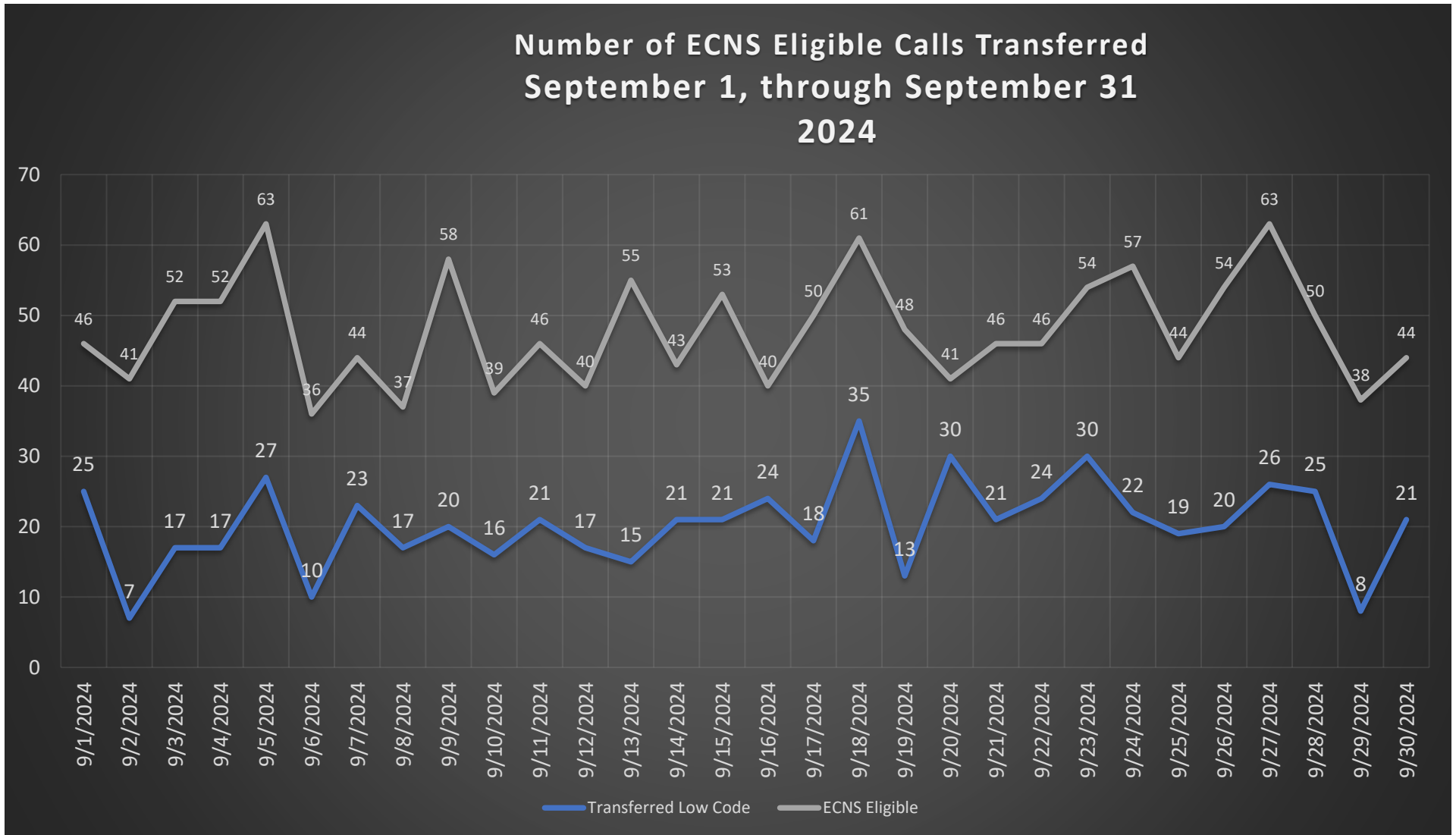


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

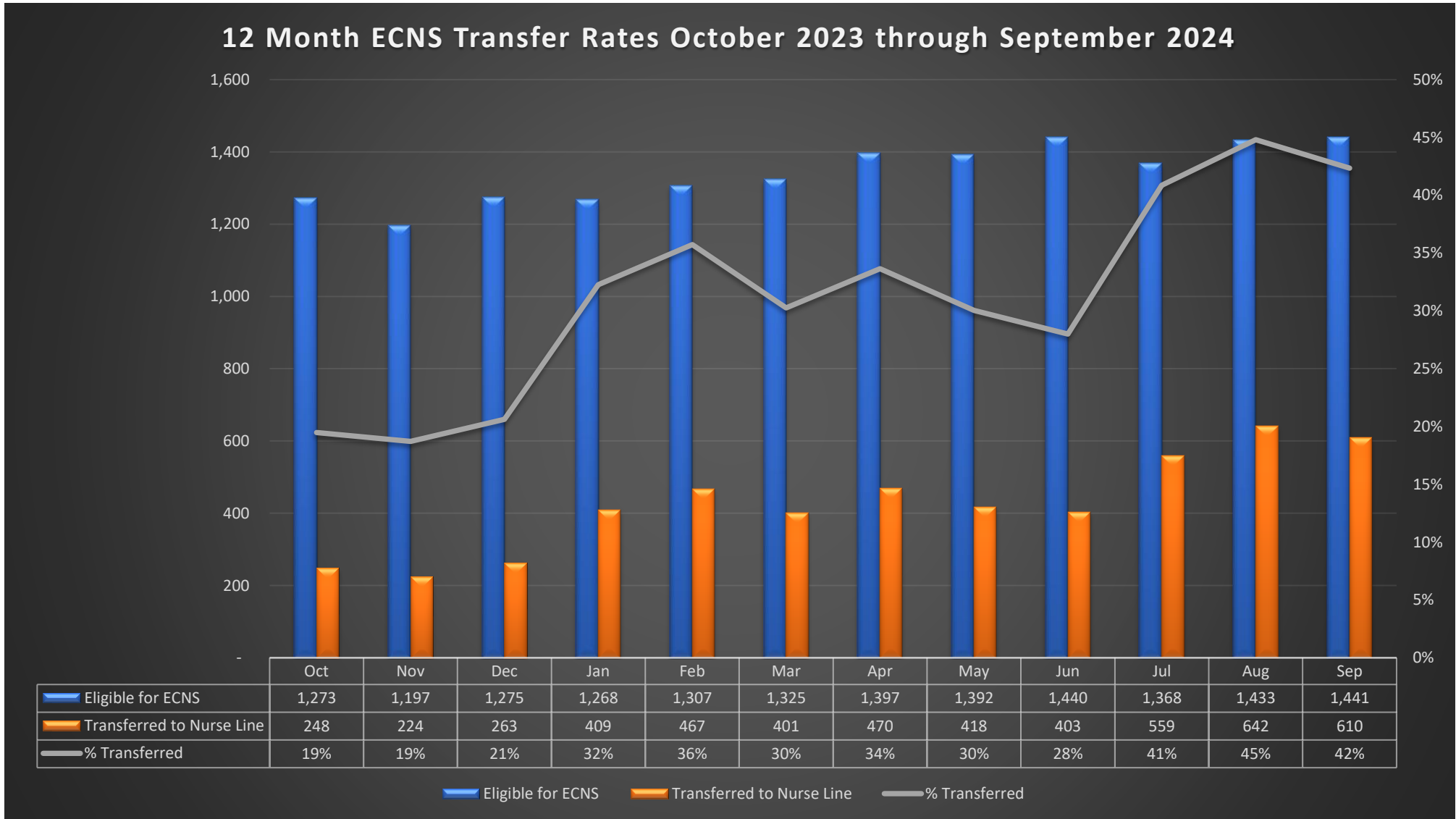
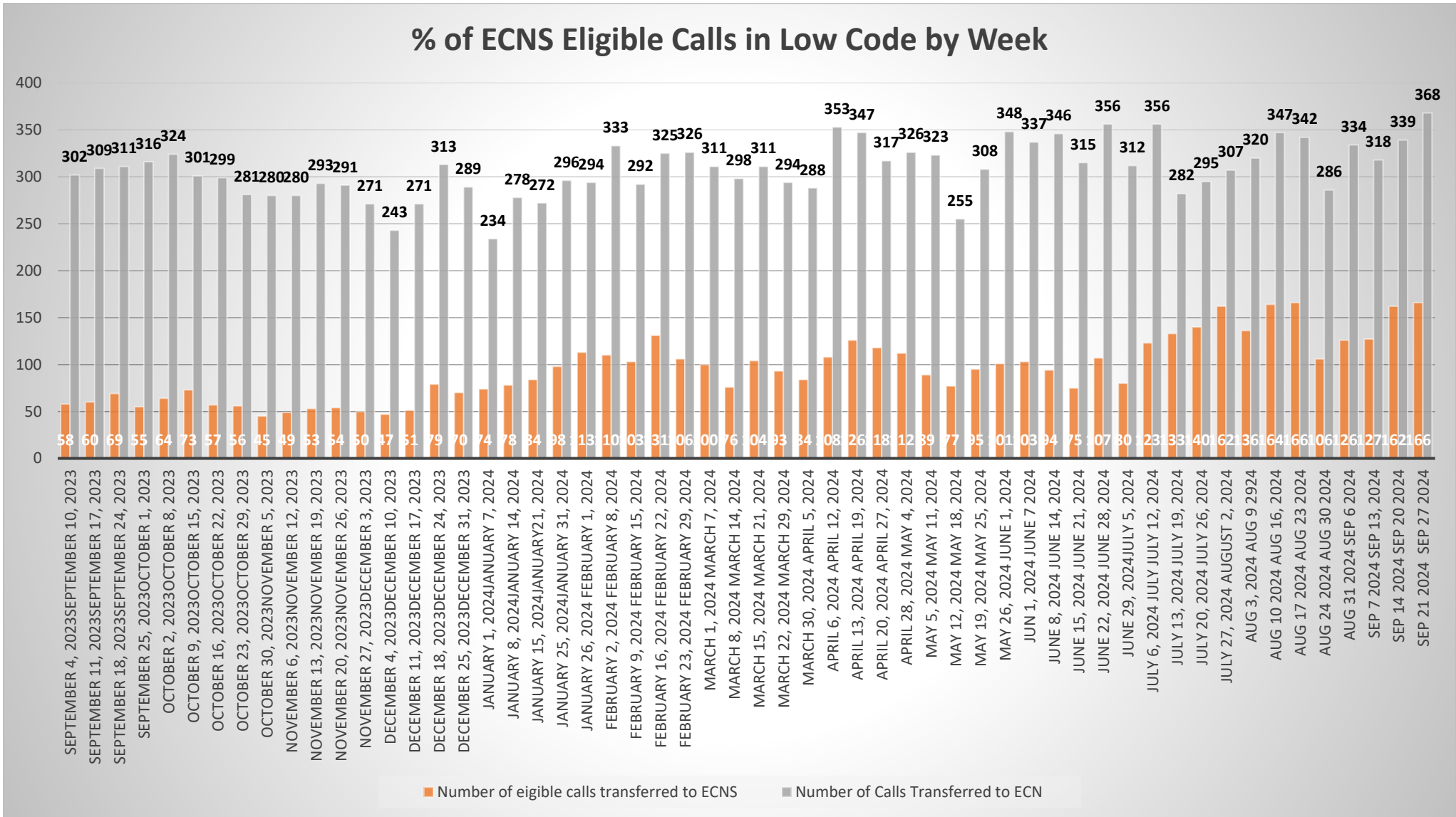




Figure 4: Number of eligible ECNS calls and rates of transfer from September 2023 through September 2024.



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

September 2024

CONFIRE's CAD is programmed to prompt the dispatcher each time a call is determined to be eligible for transfer to the ECNS system. Eligibility is based on the established determinant code for the call. The dispatcher has the option of bypassing ECNS and sending a standard response for the call but must provide a reason for doing so from a pre-defined list. Below is a summary of reasons calls were not transferred.

These determinations are based on the information that the dispatcher has available and how they interpret the information, so there is a level of subjectivity. Furthermore, because it is a pre-defined list, the categories may not cover the specific situation of each call. Therefore, the dispatcher needs to make a judgement call as to the closest matching category, not necessarily the exact situation.

Table 6: Dispatcher response as to why eligible calls were not transferred to ECNS.

Disposition Text from CAD	Number of Calls	% of Total Eligible Calls Not Sent to LowCode
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff at CONFIRE and REMSA or hold music on transfer (Sup Approval)	603	73.3%
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staffing or hold music on transfer	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: INABILITY TO INTERROGATE PT= Inability to talk, belligerent, RP not at same location	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	72	8.7%
*Call Taker decided to not send incident to LowCode, with reason: PT COMPLETE IMMOBILITY= Cannot move, bedridden or on the ground unable to get up	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: PT IN PUBLIC PLACE= PT is in an area where large crowds are gathering (i.e. sports complex)	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: QUICK LAUNCH= CPR, UNC, CP, SOB, CVA	102	12.4%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	14	1.7%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= PT is a minor at school or NO adult on scene	18	2.2%

*Call Taker decided to not send incident to LowCode, with reason: TEST/REOPENED CALL= Test or reopened call	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= Staff requesting 911 or PT directed by medical facility to call 911	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= RP is a child caller <16 or RP is a minor calling for minor PT	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: PUBLIC SERVICE= A public service has been dispatched	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	14	1.7%

SECOND AMENDMENT TO FACILITY USE AGREEMENT

This First Amendment to the Facility Use Agreement (“Agreement”) dated February 5, 2024, is made and entered into this 1st day of June, 2024 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”), and the Consolidated Fire Agencies (“CONFIRE”). City and CONFIRE are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

RECITALS

WHEREAS, it is the desire of the Landlord and Tenant to amend the existing Lease, specifically with regard to the Lease Term and Base Rent;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledge Landlord and Tenant agree as follows:

AGREEMENT

Article 1. Premises. City agrees to permit CONFIRE to use approximately four thousand seven hundred eighty (4,780) square feet of office space within the Citrus Center located at 300 E. State Street, Suite 300; approximately one thousand six hundred seventy-nine (1,679) square feet of office space within the Citrus Center located at 300 E. State Street, Suite 320; approximately eight hundred sixty-six (866) square feet of office space within the Citrus Center located at 300 E. State Street, Suite 340, and approximately 740 square feet of office space within the Citrus Center located at 300 E. State Street, Suite 350, Redlands, California (the “Premises”) on the terms and conditions hereinafter set forth.

Article 2. Integration of this Amendment and the Facility Use Agreement. This Amendment and the Facility Use Agreement shall, for all purposes, be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease or other amendments, the terms and provisions of this Amendment shall, in all instances, control and prevail. Except as expressly defined herein, all words and phrases which are defined in the Lease shall have the same meaning in this Amendment as are ascribed to said words and phrases in the Lease.

Article 3. Effect of this Amendment. Except as expressly modified or amended by this Amendment, the Facility Use Agreement and all terms, covenants and conditions contained therein shall remain unchanged and in full force and effect.

CITY OF REDLANDS

CONFIRE

Chris Boatman, Assistant City Manager

Nathan Cooke, Interim Director  
Consolidated Fire Agencies

ATTEST:

Jeanne Donaldson, City Clerk



## STAFF REPORT

**DATE:** October 15, 2024  
**FROM:** Nathan Cooke  
Interim Director  
**TO:** CONFIRE Administrative Committee

---

**SUBJECT: Agreement for Temporary Employment**

---

### Recommendation

Approve the Agreement with Priority Ambulance for Temporary Services and the draft Administrative policy for temporary employment of Priority personnel by CONFIRE and its member agencies.

### Background Information:

On February 22, 2022, the Administrative Committee approved a contract with Priority Ambulance to provide emergency medical services in partnership with its member agencies. This Agreement, as well as Contract Number 23-1282 with San Bernardino County, are not being performed under or pursuant to the Court Order.

To further enhance operational flexibility, CONFIRE seeks to enter into this Agreement with Priority Ambulance. This Agreement would permit CONFIRE, and by extension, its Joint Powers Authority (JPA) member agencies, to temporarily utilize Priority Ambulance personnel. These personnel will fill critical short-term staffing needs across CONFIRE and its member agencies.

The CONFIRE Joint Powers Agreement under Fiscal Contributions, Sections 7(b) and 7(c), allows for Parties to the Agreement to be billed for additional services (seat-based) received or requested by the Party or Parties. These services can be directly or indirectly related to the provision of services to the Parties, and each Party shall pay its pro-rata share of such costs and expenses. Furthermore, CONFIRE shall bill each Party for its Fiscal Contributions quarterly.

The proposed Agreement and draft administrative policy have been reviewed for legal form to ensure compliance with applicable legal and regulatory requirements. This includes adherence to the terms of the Joint Powers Agreement, specifically Sections 7(b) and 7(c), which permit billing for additional services rendered to member agencies. The temporary services provided by Priority Ambulance personnel will comply with all applicable labor laws, including those governing worker classification, wage and hour regulations, and employee benefits. Liability and insurance responsibilities are clearly defined, with appropriate coverage maintained by both CONFIRE and Priority Ambulance to mitigate risks associated with temporary services. Legal counsel has confirmed that the Agreement and policy align with existing contractual obligations and legal standards, thereby minimizing potential legal risks and upholding ethical considerations in the temporary services provided by Priority personnel.

Staff strongly encourages Agencies to maintain transparency by proactively discussing the labor implications of utilizing Priority Ambulance personnel in temporary assignments with their respective labor unions prior to implementation. These temporary services are designed solely to address Priority's short-term staffing needs and will not replace or encroach upon union-held jobs.

It is recommended that the policy be implemented as a working draft while receiving feedback from the Administrative Committee. The draft policy was developed to memorialize and update current temporary assignment processes and provide guidelines for CONFIRE and its Agencies to use Priority Ambulance employees in temporary assignments. The policy includes procedures for requesting assignments, roles and responsibilities, reimbursement rates, billing processes, and compliance requirements to ensure transparency and efficiency. Staff recommends reviewing the policy annually to ensure it continues to meet the intended objectives.

Upon approval of this recommendation by the Administrative Committee, CONFIRE will immediately implement the amended contract with Priority Ambulance and the administrative policy for temporary employment, with the primary goal of employing Priority personnel as soon as possible to address critical short-term staffing needs. CONFIRE staff will coordinate with Priority Ambulance to identify qualified personnel for temporary assignments, notifying all member agencies with guidelines for requesting personnel in order to facilitate swift onboarding and orientation processes. Additionally, CONFIRE fiscal staff will adjust billing and invoicing procedures to align with the reimbursement policy and closely monitor the implementation to ensure a smooth integration of Priority personnel into the temporary roles.

### **Fiscal Impact:**

There is no net fiscal impact to CONFIRE. CONFIRE will pay Priority an agreed-upon amount to reimburse them for the work performed by their employees for member agencies. The temporary Priority employees' costs will be reimbursed directly to CONFIRE by the member agency through direct invoicing or an increase to their respective agency fees. .

### **Priority Ambulance Position and Rate Table:**

Position	Temp Rate per Hour	Available Staff
Safety Manager	\$63.70	1
IT Engineer	\$47.74	2
HR Director	\$100.60	1
HR Generalist	\$43.48	3
Logistics Mgr	\$58.11	1
Supply Supervisor	\$44.01	2
Supply Supervisor	\$42.42	1
Fleet Mgr	\$47.74	1
Lead Mechanic	\$45.07	2
Mechanic	\$38.37	2
Mechanic	\$43.91	1
Ed & Trng Mgr / Paramedic	\$69.02	1
EMS Educator / Paramedic	\$45.08	3
SSM Analyst	\$61.04	1
Dispatch Supervisor	\$48.33	1
Dispatch Supervisor	\$47.23	1
Dispatch Supervisor	\$46.12	1
Dispatcher	\$37.27	1
Dispatcher	\$36.16	2
Dispatcher	\$35.05	4
Dispatcher	\$46.12	1
EMT	\$22.88	1
EMT	\$24.35	27
Med Supply Technician	\$22.88	15

**AGREEMENT  
BY AND BETWEEN  
CONSOLIDATED FIRE AGENCIES  
AND  
PRIORITY AMBULANCE CALIFORNIA  
(Temporary Services Agreement)**

**THIS AGREEMENT FOR SERVICES** is entered into as of the 22nd day of October 2024, by and between Consolidated Fire Agencies (“CONFIRE”) and Priority Ambulance California, LLC (“Priority”), collectively referred to as Parties.

**I.  
RECITALS**

**WHEREAS**, CONFIRE is a Joint Powers Authority duly authorized and existing under Government Code, § 6500 et seq.;

**WHEREAS**, CONFIRE is made up of Member and Contract Agencies that are fire agencies providing fire and emergency medical services throughout San Bernardino County;

**WHEREAS**, Priority Ambulance California, LLC is CONFIRE’s partner for the delivery of services identified in Contract Number 23-1282 with San Bernardino County;

**WHEREAS**, pursuant to Court Order the Parties are temporarily unable to perform under Contract Number 23-1282;

**WHEREAS**, the Parties desire to enter into a contractual arrangement that will provide a basis for Priority employees to perform services within San Bernardino County for CONFIRE and CONFIRE’s Member and Contract Agencies while the Parties are unable to perform under Contract Number 23-1282 (“Temporary Service”);

**WHEREAS**, this Agreement does not change the employment status of any employees for CONFIRE, its Member or Contract Agencies, or Priority.

**NOW, THEREFORE**, pursuant to the authority granted by Government Code sections 6502 and 55632 and Health and Safety Code section 13050, and in consideration of the mutual promises and obligations set forth herein, the Parties hereby agree that this Agreement for Services is hereby established as follows:

## II. TERMS AND CONDITIONS

### A. General Provisions

1. The preceding Recitals are incorporated as though fully set forth below.
2. The Parties agree that this Agreement will provide a basis for the provision of fire protection and emergency medical services without the relinquishment of either party's existing responsibility to provide such services.
3. The Parties agree that this Agreement is not in furtherance of, nor activity under Contract Number 23-1282 with San Bernardino County.

### B. Term and Renewal

The term of this Agreement shall commence on October 22, 2024 and continue through October 22, 2025. The Agreement is subject to earlier termination pursuant to Paragraph E, below.

### C. Temporary Services

1. Priority currently employs individuals in the following positions ("Position" or "Positions") that can serve on a temporary basis for CONFIRE, and CONFIRE's Member and Contract Agencies:
  - 1.1 Safety Manager
  - 1.2 IT Engineer
  - 1.3 HR Director
  - 1.4 HR Generalist
  - 1.5 Logistics Manager
  - 1.6 Supply Supervisor
  - 1.7 Fleet Manager
  - 1.8 Lead Mechanic
  - 1.9 Mechanic
  - 1.10 Education & Training Manager (Paramedic)
  - 1.11 EMS Educator (Paramedic)
  - 1.12 Training Officer (Paramedic)
  - 1.13 SSM Analyst
  - 1.14 Dispatch Supervisor
  - 1.15 Dispatcher
  - 1.16 EMT
  - 1.17 Medical Supply Technician
2. The Temporary Services for each Position shall be completed at the request and direction of CONFIRE or CONFIRE's Member or Contract Agency utilizing the



Temporary Services of the Position. Such Temporary Services shall be performed in accordance with applicable Law, Policy and Procedures for the individual agency the Position is assigned to perform Temporary Services.

#### **D. Consideration for Temporary Services**

##### 1. Compensation

1.1 CONFIRE shall make payment to Priority for the Temporary Services provided to CONFIRE or CONFIRE's Member or Contract Agencies in accordance with the hourly rates set forth **Exhibit A** to this Agreement.

1.2 Priority shall invoice CONFIRE on a monthly basis for the Temporary Services performed by the Positions. Such invoice shall document the hours, the specific Position as well as the Agency the Services were performed for.

##### 2. Salary & Benefits

The individuals performing the Temporary Services for the Position(s) shall remain employees of Priority. As such Priority shall be responsible for the payment of salary and provisions of benefits for the Positions.

##### 3. Indemnification. Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or agents.

3.1 Each party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to see reimbursement of such costs.

3.2 Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.

3.3 For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors, or volunteers.

3.4 Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor, or volunteer of any party to this Agreement shall be considered an “employee” of any other party to this Agreement for purposes of indemnification.

#### 4. Insurance

4.1 Each Party shall provide and maintain either insurance in the form and amounts prescribed below or a statement that the Party is self-insured up to the amount specified below:

4.1.1 Commercial General Liability insurance, occurrence form, with the limits of not less than \$1 million each occurrence. The general aggregate limit shall be not less than \$2 million. The fire damage component of such insurance shall be not less than \$100,000.

4.1.2 Automobile Liability insurance, occurrence form, with a limit of not less than \$1 million each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

4.1.3 Workers Compensation in at least the minimum statutory limits. With respect to Workers Compensation coverage, the Party employing the Position shall provide Workers Compensation coverage for any injuries sustained in the normal course and scope of the employee’s performance of Services.

4.2 General provisions for all insurance shall include the other Party, its elected and appointed officials, employees, and agents, as additional insureds, except errors and omissions, with respect to this Agreement and the performance of services in this Agreement. Additional insured status under this provision shall be limited to each Party’s obligation to indemnify the other as described in Paragraph 3.

4.3 No changes in insurance affecting the requirements above may be made without the written approval of all Parties.

#### E. Termination

1. Termination. Upon termination of this Agreement, unless otherwise agreed to by the parties, any amount due for the Services shall be paid by CONFIRE on the date of termination of the Agreement.

2. Unilateral Termination. Any party to this Agreement may unilaterally terminate the Agreement by notice to the other party in writing at least sixty (60) days prior to the effective date of the termination. The notice of termination shall also include the reasons for such termination.

3. Termination Based on Mutual Agreement. This Agreement may be terminated at any time with the mutual agreement of both party's subject to mutually agreeable terms and conditions.
4. Termination for Cause. In the event any party breaches a material provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. In the event the breach is not remedied within thirty (30) days of receipt of the written notice, the Agreement may be terminated unless the timelines are extended by mutual agreement.

#### **F. Miscellaneous**

1. Force Majeure. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, illness, death, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
2. Non-assignability. This Agreement and the rights and duties hereunder may not be assigned by any party hereto without obtaining the prior written consent of the other, and the parties expressly agree that any attempt to assign the rights of any party hereunder without such consent will be null and void. This Agreement is not intended to create any rights of a third party beneficiary.
3. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
4. Entire Agreement. This Agreement shall constitute the full and complete Agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations or agreements, if any.
5. Amendments. This Agreement may be modified in writing and signed by both parties.
6. Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
7. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.

8. Negotiated Agreement. The provisions of this Agreement are the product of negotiation among all parties and shall not be construed as having been prepared by one party or another. All parties to this Agreement understand their right to seek independent counsel and advice regarding the terms of this Agreement prior to execution of the Agreement.
  
9. Notices. All notices required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent by telecopy or facsimile, sent by U.S. mail, postage prepaid, addressed as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

Notices shall be delivered to the following individuals on behalf of each party:

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

To Contractor:  
Priority Ambulance  
9721 Cogdill Road, Suite 302  
Knoxville, TN 37932  
Attn: Chief Operating Officer

With additional copy to:  
Priority Ambulance  
9721 Cogdill Road, Suite 302  
Knoxville, TN 37932  
Attn: General Counsel

10. Authorized Signatures. Each party represents and warrants that the signatories to this agreement are legally authorized to sign and enter into this Agreement on behalf of the parties

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CONSOLIDATED FIRE AGENCIES**

**PRIORITY AMBULANCE CALIFORNIA**

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**POSITIONS & COMPENSATION**  
**[Priority Spreadsheet of Temporary Service Rates]**

<b>Position</b>	<b>Temp Rate per Hour</b>	<b>Available Staff</b>
Safety Manager	\$63.70	1
IT Engineer	\$47.74	2
HR Director	\$100.60	1
HR Generalist	\$43.48	3
Logistics Mgr	\$58.11	1
Supply Supervisor	\$44.01	2
Supply Supervisor	\$42.42	1
Fleet Mgr	\$47.74	1
Lead Mechanic	\$45.07	2
Mechanic	\$38.37	2
Mechanic	\$43.91	1
Ed & Trng Mgr / Paramedic	\$69.02	1
EMS Educator / Paramedic	\$45.08	3
SSM Analyst	\$61.04	1
Dispatch Supervisor	\$48.33	1
Dispatch Supervisor	\$47.23	1
Dispatch Supervisor	\$46.12	1
Dispatcher	\$37.27	1
Dispatcher	\$36.16	2
Dispatcher	\$35.05	4
Dispatcher	\$46.12	1
EMT	\$22.88	1
EMT	\$24.35	27
Med Supply Technician	\$22.88	15

## XXX.XX Reimbursement for Temporary Assignments

Policy Number:	XXX.XX	Issue Date:	
Title:	Reimbursement for Temporary Assignments	Review Date:	
Section:	Administrative	Revision Date:	
Department Approvals:		Approved By:	
CAAS Number (s):			

### **Purpose**

The purpose of this policy is to provide guidelines for CONFIRE EMS & Mobile Health and Agencies regarding the use of Agency or Priority Ambulance employees for temporary assignments. This policy includes procedures for requesting assignments, roles and responsibilities, reimbursement rates, billing processes, and compliance requirements to ensure transparency and efficiency.

### **Scope**

This policy applies to CONFIRE, Priority Ambulance, and CONFIRE EMS & Mobile Health Agencies engaged in temporary assignments.

### **Definitions**

"Agency" or "Agencies" means any CONFIRE member agency or EMS division agency.

"Assigning Agency" means the Agency that assigns the personnel to the temporary assignment.

"Fully-Burdened Rate" means the total cost of an employee, including salary, benefits, and any other associated expenses, as calculated by the Agency's fiscal staff.

"Joint Powers Agreement" means the most current agreement approved by the CONFIRE Administrative Committee.

"Receiving Agency" means the Agency receiving the temporarily assigned personnel.

"Seat-Based Cost" means the pro-rata cost of any additional services received or requested by the Agency or Agencies and not deemed by the Administrative Committee as a Universal Service.

"Temporary Assignment" means the use of Agency personnel to support CONFIRE operations or the use of Priority Ambulance personnel by an Agency. Temporary assignment durations shall be one year or less unless the Administrative Committee approves.

"Universal Service Cost" means the pro-rata cost of all capital, operating, and related costs of CONFIRE that is for the benefit of all Parties.

### **Policy**

The CONFIRE Joint Powers Agreement under Fiscal Contributions, Sections 7(b) and 7(c), allows for Parties to the agreement to be billed for additional services (seat-based) received or requested by an Agency or Agencies. These services can be directly or indirectly related to the provision of services to the Agencies, and each Agency shall pay its pro-rata share of such costs and expenses.

The reimbursement rate for Agency personnel shall be at the fully-burdened rate as deemed by the Agency's fiscal staff. Upon the CONFIRE Director's approval, Agency personnel can fill Temporary Assignments for CONFIRE operations provided the position is authorized and funded in CONFIRE's annual budget. The Administrative Committee must approve any Temporary Assignments to unfunded positions to be considered for reimbursement.

The reimbursement rates for Priority Ambulance personnel shall be approved annually by the Administrative Committee.

## **Procedures for Requesting Temporary Assignments**

### Request Process

- **Submission:** Agencies or CONFIRE requiring temporary personnel must submit a written request to the CONFIRE director. The request must include:
  - Position title and description.
  - Duration of the assignment.
  - Justification for the assignment.
  - The specific qualifications or certifications that are required.
- **Deadline:** Requests should be submitted at least 30 days before the assignment's desired start date.

### Approval Workflow

- **Agency Approval:** The requesting Agency's authorized representative must approve the request before submission.
  - **CONFIRE Director Review:** The CONFIRE Director reviews the request for compliance, resource availability, and budget considerations.
- **Administrative Committee Approval:**
  - **Unfunded Positions:** Any temporary assignments to unfunded positions require approval from the Administrative Committee.
  - **Extended Assignments:** Assignments exceeding one year also require Administrative Committee approval.

## **Roles and Responsibilities**

### Designated Contacts

- **Temporary Assignment Coordinators:** Each Agency and CONFIRE must designate a primary point of contact responsible for managing employees in temporary assignments.
  - **Contact Information:** Coordinators must exchange contact details and keep each other informed of any changes.

### Supervision and Oversight

- **Receiving Agency Responsibility:** The Agency receiving the temporarily assigned personnel is responsible for day-to-day supervision, task assignment, the provision of any necessary equipment, and performance management.
- **Annual Performance Evaluations:**
  - Conducted by the receiving Agency in coordination with the Assigning Agency.
  - Evaluations should be documented and shared with the Assigning Agency.

## **Calculation of Fully-Burdened Rate**

### Cost Breakdown

- **Included Costs:**
  - Base salary or hourly wage.
  - Employee benefits (health insurance, retirement contributions, etc.).
  - Payroll taxes.
- **Documentation:** Agencies must provide a detailed breakdown of the fully-burdened rate upon request or during audits.



## Standardization

- Methodology: Agencies shall calculate the fully-burdened rate using the standardized method outlined in the CONFIRE Policy and Procedures Manual to ensure consistency.
- Updates: Any changes to the calculation method must be communicated and approved by the CONFIRE Administrative Committee.

## **Documentation and Reporting Requirements**

### Timekeeping

- Recording Hours: Temporarily assigned personnel must accurately record their working hours using the Assigning Agency's timekeeping system.
- Approval: Recorded hours must be reviewed and approved by the immediate supervisor at the Receiving Agency.

### Reporting

- Monthly Reports: The Receiving Agency must submit quarterly reports to the Assigning Agency and CONFIRE Director, including:
  - Total hours worked.
  - Summary of tasks and projects completed.
  - Any incidents or issues encountered.
- Annual Summary: A comprehensive annual report is required for assignments lasting over six months.

## **Billing and Payment Terms**

### Invoicing

- Priority Ambulance Invoicing: Priority Ambulance shall invoice CONFIRE for any Priority personnel in a Temporary Assignment at an Agency.
- CONFIRE Invoicing to Agencies: In accordance with the approved Joint Powers Agreement, CONFIRE shall bill each Agency for its fiscal contributions quarterly, including the costs of Temporary Assignments received or requested by CONFIRE or an Agency.
  - Seat-Based Costs: Additional services not classified as Universal Service will be billed as seat-based costs to the requesting Agency.
- Agency Invoicing to CONFIRE: Agencies providing personnel to CONFIRE shall invoice CONFIRE for any Agency personnel in a temporary assignment. The costs to CONFIRE shall be included in the quarterly invoice as a credit unless other terms are agreed upon in writing.

### Invoice Details

- Required Information:
  - Employee name(s) and positions.
  - Dates and total hours worked.
  - Fully-burdened rates.
  - Total amount due.
  - Description of services provided.
- Supporting Documentation: Timesheets and expense reports must accompany invoices.

### Payment Schedule

- Payment Terms: Payments are due within sixty (60) days of the invoice date unless alternative terms are agreed upon in writing.

## **Duration and Extension of Assignments**

### Assignment Limits

- Standard Duration: Temporary assignments are initially limited to a maximum of one year.
- Monitoring: The Receiving Agency must monitor the duration to ensure compliance.

### Extension Approval

- Justification: Requests for extension must include reasons for the continued need and expected new end date.
- Approval Process:
  - Submit extension requests to the CONFIRE Director at least sixty (60) days before the current assignment end date.
  - The CONFIRE Director will forward the request to the Administrative Committee for approval.

## **Dispute Resolution Mechanism**

### Issue Escalation

- Initial Resolution: Disputes should first be addressed by the Temporary Assignment Coordinators of both parties.
- Documentation: All issues and resolutions must be documented in writing.

### Mediation Procedures

- Escalation: If unresolved, the dispute will be escalated to the CONFIRE Director.
- Administrative Committee Involvement: Persistent disputes may be brought before the Administrative Committee for mediation.
- Final Decision: Decisions made by the Administrative Committee are considered final.

## **Compliance and Audit Provisions**

### Record Keeping

- Retention Period: All records related to temporary assignments must be retained for a minimum of six years from the assignment's end date.
- Accessibility: Records must be readily accessible for review by authorized personnel.

### Audit Rights

- Audit Authority: CONFIRE reserves the right to audit all records related to temporary assignments to ensure policy compliance.
- Notification: Agencies will be given at least 30 days' notice before an audit.
- Cooperation: Agencies must fully cooperate during audits and provide all requested documentation.

## **Termination Clause**

### Termination Conditions

- Standard Termination: Either party may terminate the temporary assignment with a minimum of 30 days' written notice.
- Mutual Agreement: Assignments can be terminated at any time upon mutual agreement of both parties.

### Immediate Termination

- Cause for Immediate Termination:
  - Gross misconduct.
  - Breach of confidentiality.
  - Failure to comply with essential policies.
- Procedure: The terminating party must provide written notice specifying the reasons for immediate termination.

## **Insurance and Liability Considerations**

### Coverage Details

- Assigning Agency Responsibility: The Assigning Agency is responsible for maintaining appropriate insurance coverage, including:
  - Workers' compensation.
  - General liability insurance.
  - Professional liability insurance, if applicable.

### Indemnification

- Mutual Indemnification: Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, or liabilities arising out of the actions or omissions of their respective personnel during the temporary assignment.

## **Confidentiality and Data Protection**

### Sensitive Information

- Non-Disclosure: Temporarily assigned personnel may be required to sign a Confidentiality Agreement before commencing their assignment.
- Data Handling: Personnel must handle all confidential and sensitive information in accordance with the Receiving Agency's policies.

### Compliance with Laws

- Legal Requirements: All parties must comply with applicable federal, state, and local data protection and privacy laws.
- Breach Notification: Any suspected data breaches must be reported immediately to the appropriate authorities and affected parties.

## **Training and Onboarding**

### Orientation Processes

- Mandatory Training: The Receiving Agency must provide necessary orientation and training on:
  - Organizational policies and procedures.
  - Safety protocols.
  - Job-specific duties.

### Cost Responsibility

- Training Costs: The Receiving Agency bears the costs associated with training and onboarding unless otherwise agreed upon in writing.
- Other Costs: If the Receiving Agency requires employees in Temporary Assignments to complete their own processes, it will bear the costs unless otherwise agreed upon in writing. Examples of other costs are:
  - Background Checks.

- Cybersecurity.
- Sexual Harassment.
- Workplace Violence.

## **Health and Safety Protocols**

### Safety Standards

- Compliance: Temporarily assigned personnel must adhere to the Receiving Agency's health and safety regulations.
- Protective Equipment: The Receiving Agency must provide any required personal protective equipment (PPE).

### Emergency Procedures

- Information Provision: Personnel must be informed of emergency exits, evacuation procedures, and emergency contact numbers during orientation.
- Incident Reporting: Any accidents or safety incidents must be reported immediately to the Receiving Agency's safety officer.

## **Communication Protocols**

### Regular Updates

- Status Meetings: Regular meetings between the Temporary Assignment Coordinators should be scheduled to discuss progress and address any issues.
- Reporting Changes: Any assignment scope, duration, or personnel changes must be communicated promptly.

### Point of Contact

- Assigned Contacts: All communications regarding the assignment should go through the designated coordinators to ensure consistency and clarity.

## **Policy Review and Updates**

### Periodic Review

- Annual Review: The CONFIRE Administrative Committee shall review this policy annually to ensure it remains current and effective.
- Feedback Incorporation: Feedback from Agencies and personnel will be considered during the review process.

### Amendment Procedures

- Proposal Submission: Proposed amendments must be submitted in writing to the CONFIRE Director.
- Approval Process: Amendments require approval from the CONFIRE Administrative Committee and must be communicated to all Agencies within 30 days of approval.



# STAFF REPORT

**DATE:** October 22, 2024

**FROM:** Nathan Cooke  
Director

**TO:** CONFIRE Administrative Committee

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

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### Recommendation

Approve a loan from Fund 5010 Reserve Fund to Fund 5020 (EMS) in the amount of \$2,000,000.

### 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 contract. On September 12, 2024, the courts ordered a preliminary injunction that stopped implementation of the contract. While new spending has ceased and other costs have been reduced since the injunction, ongoing costs, primarily for legal fees, remain, which require funding. The unfunded cost for the remainder of the fiscal year is estimated at \$1,000,000. With the implementation of the Temporary Services with Priority Ambulance, the EMS fund will also need the capacity to pay Priority Ambulance for services rendered by their employees until reimbursement is received from participating CONFIRE agencies.

It is recommended that CONFIRE utilize Fund 5010 (Reserve) to provide a loan, not to exceed \$2,000,000, to Fund 5020 (EMS) for the above costs with no interest. Staff will only draw the amount necessary to meet any unmet funding obligations. Furthermore, staff does not anticipate needing the full loan amount this fiscal year.

The terms of the loan are as follows:

Maximum Loan Amount:	\$2,000,000
Minimum Amount Per Draw:	\$250,000
Effective Date:	October 23, 2024
Loan Agreement:	The agreement expires two (2) years from the effective date of the loan agreement. Draws request must be completed within two (2) years.
Interest Rate:	0%
Repayment:	Borrower will pay scheduled principal within two (2) years.

### Fiscal Impact

Upon approval, the funds will be transferred from Fund 5010 to Fund 5020. There will be zero interest charged to Fund 5020 for this loan, which must be repaid within two years from the fund's transfer date. The loan will be repaid with Ground Ambulance Services revenues realized under the contract with San Bernardino County.