



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, MAY 24, 2022 – 1:30 PM

TEAMS

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, May 24, 2022 via TEAMS.

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.

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

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

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 661-857-7048](tel:+16618577048),98421483# United States, Santa Clarita

Phone Conference ID: 984 214 83#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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

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

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT ITEMS

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

1. Approve Administrative Committee Minutes of April 7, 2022

- [2.](#) Approve Administrative Committee Minutes of April 28, 2022
- [3.](#) Approve Administrative Committee Special Meeting Minutes of May 12, 2022
- [4.](#) 2022 YTD Call Summary
- [5.](#) CONFIRE-Billable Incidents
- [6.](#) 2022 YTD Answering Times
- [7.](#) FY21-22 CONFIRE Operations Statement Ending 04-30-22
FY21-22 Fund Balance Report Ending 04-30-22
- [8.](#) Contract Renewals - Baker, Big Bear, Montclair and San Manuel
- [9.](#) EMK Consultants Renewal
- [10.](#) Matt Fratus Renewal
- [11.](#) Messina Renewal
- [12.](#) City of Redlands Liaison Renewal
- [13.](#) Westnet Annual Maintenance

DIRECTOR REPORT

COMMITTEE REPORTS

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

OLD BUSINESS

NEW BUSINESS

14. Officer Election - **Action Item**

CONFIRE Chair, Chief Armstrong, is leaving Victorville Fire Department necessitating Officer Elections.

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



ADMINISTRATIVE COMMITTEE MEETING

THURSDAY, APRIL 7, 2022 – 8:00 AM

TEAMS

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Jeff Armstrong/Chairperson, Victorville Fire Department
 Chief Dan Harker/Vice-Chairperson, Loma Linda Fire Department
 Chief Ken Harrison, Apple Valley Fire Protection District
 Chief Dave Williams, Chino Valley Fire District
 Chief Henry Perez, Colton Fire Department
 Chief Mike McCliman, Rancho Cucamonga Fire Department
 Chief Rich Sessler, Redlands Fire Department
 Chief Brian Park, Rialto Fire Department
 Chief Dan Munsey, San Bernardino County Fire

CALL TO ORDER

- a. Flag Salute
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INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

No conflicts were announced.

CONSENT ITEMS

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

1. Approve Administrative Committee Minutes of March 17, 2022

Motion to accept item 1 on Consent

*Motion by: Chief Dan Harker
 Second by: Chief Dave Williams
 Chief Ken Harrison-Yes
 Chief Henry Perez-Yes
 Chief Mike McCliman-Yes
 Chief Rich Sessler-Yes
 Chief Brian Park-Yes
 Chief Dan Munsey-Yes
 Chief Jeff Armstrong-Yes*

*Yes-12
 No-0
 Absent-0*

Motion Passed

DIRECTOR REPORT

COMMITTEE REPORTS

OLD BUSINESS

NEW BUSINESS

2. Consulting Agreement – AP Triton (Action Item)

San Bernardino County is currently developing an RFP to submit to the State Emergency Medical Services Authority for approval relating to existing ambulance exclusive operating areas (EOA's).

On March 17, 2022, the Administrative Committee directed staff to look at any and all models of governance which may include developing a subsequent RFP, including CONFIRE creating a model that would allow the JPA to bid on a subsequent County Ambulance RFP.

AP Triton has specialized knowledge in the field. AP Triton has previous experience providing like services in San Bernardino County resulting in an understanding of immediate needs and practices increasing the likelihood of success. Given AP Triton's specialized skills and expertise in the area, as well as their unique ability to provide the services required of CONFIRE in a compressed timeline, permits CONFIRE to utilize its non-competitive procurement process.

Motion to approve contract for AP Triton to provide specialized consulting services for a two-phase project. Phase one is to develop a request for proposal (RFP) private ambulance and phase two will be to respond to the San Bernardino County ambulance RFP. Terms and proposed project fee will not exceed \$255,372.

*Motion by: Chief Dan Harker
 Second by: Chief Mike McCliman
 Chief Ken Harrison-Yes
 Chief Dave Williams- Yes
 Chief Henry Perez- Yes
 Chief Rich Sessler- Yes
 Chief Brian Park-Yes
 Chief Dan Munsey-Yes
 Chief Jeff Armstrong-Yes*

Yes-12

No-0

Absent-0

Motion Passed

3. EMS Division – Contracting Party – (Discussion Item)

Discussion on the qualifications to become a Contracting Party of CONFIRE.

- The entity seeking Contracting Party status must be sponsored by an existing member agency. CONFIRE, on terms acceptable to the Board of Directors, conferring the status of a contracting Party.*
- Each Contracting party must be approved by the Board of Directors.*
- The decision to approve, or deny, Contract Party status is in the sole discretion of the Board of Directors.*

Discussion regarding the City of Ontario (Ontario Fire Department) becoming a Contracting party of CONFIRE as outlined in Board Policy 5.003. The purpose would be to participate in opportunities currently being developed in the CONFIRE EMS Division. Chief McCliman representing Rancho Cucamonga Fire Protection District requested to be the sponsoring agency. No member agency opposed Ontario becoming a Contracting Party of CONFIRE.

Discussion was held regarding the potential for the City of Highland and/or Yucaipa becoming a Contracting Party of CONFIRE. There has not been a formal request, but interest has been expressed in the opportunity. There were no CONFIRE member agencies in opposition of adding the City of Highland and/or Yucaipa as a Contracting Party of CONFIRE.

ROUND TABLE

CLOSED SESSION

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

Motion by: Chief Dan Harker
Second by: Chief Dave Williams

The meeting adjourned at 08:25.

Upcoming Meetings:

Next Regular Meeting: May 24, 2022.

 /s/ Liz Berry
Liz Berry
Administrative Secretary I

**CONFIRE**

ADMINISTRATIVE COMMITTEE SPECIAL MEETING

THURSDAY, APRIL 28, 2022 – 11:00 AM

ONTARIO FIRE TRAINING CENTER – 1408 E. FRANCIS AVE., ONTARIO

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Jeff Armstrong/Chairperson, Victorville Fire Department
Chief Dan Harker/Vice-Chairperson, Loma Linda Fire Department - *Absent*
Chief Ken Harrison, Apple Valley Fire Protection District
Chief Dave Williams, Chino Valley Fire District
Chief Tim McHargue, Colton Fire Department
Chief Mike McCliman, Rancho Cucamonga Fire Department
Chief Rich Sessler, Redlands Fire Department
Chief Brian Park, Rialto Fire Department
Chief Dan Munsey, San Bernardino County Fire

CALL TO ORDER

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- b. Roll call/Introductions

PUBLIC COMMENT

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No conflicts were announced.

CONSENT ITEMS

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

No consent items presented.

DIRECTOR REPORT

COMMITTEE REPORTS

None given

OLD BUSINESS

None discussed

NEW BUSINESS

1. Appointment of Interim CONFIRE Director (**Action Item**)

Motion to appoint Mike Bell as Acting Interim Director from 4/28/2022 until 6/1/2022. On June 1st a new interim director will be announced.

Motion by: Chief Tim McHargue

Second by: Chief Brian Park

Yes-11

No-0

Absent-1

Motion Passed

ROUND TABLE**CLOSED SESSION**

1. Personnel Matter

In closed session the Chiefs discussed the need for an acting director in Director Art Andres' absence. Mike Bell has been chosen to serve as the Acting Interim Director from 4/28/22 to 6/1/2022. The Administrative Committee will work on finding an Interim Director to start on 6/1/2022.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Special Meeting

Motion by: Chief Brian Park

The meeting adjourned at 12:54.

Upcoming Meetings:

Next Regular Meeting: May 24, 2022.

 /s/ Liz Berry

Liz Berry

Administrative Secretary I


CONFIRE

ADMINISTRATIVE COMMITTEE SPECIAL MEETING

THURSDAY, MAY 12, 2022 – 2:30 PM

TEAMS

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Jeff Armstrong/Chairperson, Victorville Fire Department
 Chief Dan Harker/Vice-Chairperson, Loma Linda Fire Department
 Chief Ken Harrison, Apple Valley Fire Protection District
 Chief Dave Williams, Chino Valley Fire District
 Chief Tim McHargue, Colton Fire Department
 Chief Mike McCliman, Rancho Cucamonga Fire Department
 Chief Rich Sessler, Redlands Fire Department
 Chief Brian Park, Rialto Fire Department
 Chief Dan Munsey, San Bernardino County Fire

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No conflicts were announced.

ROUND TABLE

Chief Armstrong notified the Administrative Committee that he will be returning to his previous position as Fire Chief for the City of Rio Vista. His last day with the Victorville Fire Department will be June 2nd, 2022.

CLOSED SESSION

1. Personnel Matter – Interim CONFIRE Director

In closed session the Chiefs agreed to extend Mike Bell as interim acting director until 8/1/2022.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Special Meeting


Motion by: Chief Brian Park

The meeting adjourned at 15:38

Upcoming Meetings:

Next Regular Meeting: May 24, 2022.

 /s/ Liz Berry
Liz Berry
Administrative Secretary I



CONFIRE

Call Summary

CONFIRE/Comm Center

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

Year: 2018

From: 01/01/2018

To: 12/31/2018


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
January 2018	16152	113	16265	0.69%	12832	489	13321	14547	9471	263	24281	53867	101.2
February 2018	13853	54	13907	0.39%	11010	375	11385	12870	8897	156	21924	47216	104.7
March 2018	14786	55	14841	0.37%	11712	417	12129	14730	9597	144	24471	51441	109.2
April 2018	14347	58	14405	0.40%	11332	440	11772	14425	9264	210	23899	50076	104.7
May-18	14465	59	14524	0.41%	11178	371	11549	15095	10353	154	25602	51675	106.4
Jun-18	15195	190	15385	1.23%	11381	446	11827	14452	10334	224	25010	52222	102.8
Jul-18	16888	72	16960	0.42%	13054	570	13624	16781	11430	355	28566	59150	105.5
Aug-18	15855	49	15904	0.31%	12175	502	12677	15479	11274	247	27000	55581	105.7
Sep-18	14577	50	14627	0.34%	10816	383	11199	14006	9985	224	24215	50041	106.8
Oct-18	14677	58	14735	0.39%	11288	355	11643	14688	10468	162	25318	51696	106.9
Nov-18	14949	89	15038	0.59%	11730	449	12179	15256	9273	178	24707	51924	106.9
Dec-18	15022	54	15076	0.36%	10889	335	11224	15595	10756	162	26513	52813	110.2
2018 Totals	180766	901	181667	0.49%	139397	5132	144529	177924	121102	2479	301506	627702	105.9
2017 Totals	178324	1096	179420	0.61%	144692	6435	151128	163215	127217	2066	292708	623256	103.1



Call Summary

CONFIRE/Comm Center

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

Year: 2019

From: 1/1/2019

To: 12/31/2019

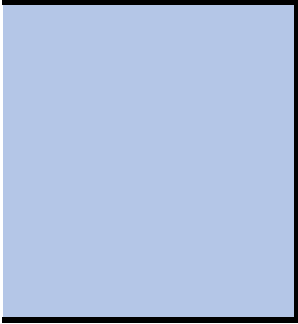
Period: Month

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
Jan-19	14397	489	14886	3.28%	11482	329	11811	16263
Feb-19	13356	83	13439	0.62%	10888	333	11221	16376
Mar-19	15801	88	15889	0.55%	12247	428	12675	18621
Apr-19	15636	83	15719	0.53%	12126	433	12559	17337
May-19	15019	77	15096	0.51%	11880	380	12260	16861
Jun-19	16359	96	16455	0.58%	12690	524	13214	16904
Jul-19	18133	92	18225	0.50%	15220	739	15959	19395
Aug-19	17631	81	17712	0.46%	13513	604	14117	18983
Sep-19	16599	78	16677	0.47%	12464	509	12973	16322
Oct-19	18120	102	18222	0.56%	13930	612	14542	17513
Nov-19	16806	108	16914	0.64%	12875	793	13668	16910
Dec-19	16922	81	17003	0.48%	13517	900	14417	17453
2019 Totals	194779	1458	196237	0.74%	152832	6584	159416	208938
2018 Totals	180766	901	181667	0.50%	139397	5132	144529	177924



Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
10785	112	27160	53857	109.2
9497	159	26032	50692	110.3
10552	216	29389	57953	109.8
11444	205	28986	57264	104.7
11109	232	28202	55558	104.9
11855	341	29100	58769	104.9
11142	354	30891	65075	102.6
11057	444	30484	62313	102.8
12006	333	28661	58311	102.9
11869	373	29755	62519	101.5
10999	463	28372	58954	103.5
10489	1124	29066	60486	102.5
132804	4356	346098	701751	104.8
121102	2479	301506	627702	105.9



Call Summary

CONFIRE/Comm Center

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

Year: 2020

From: 1/1/2020

To: 12/31/2020

Period: Month

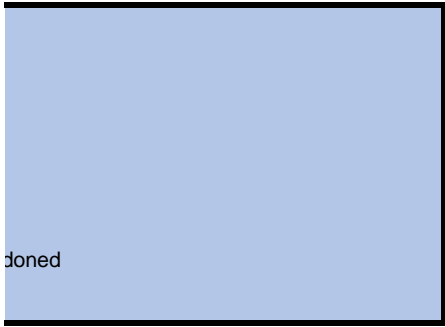
Group:

Call Type: All


Abandoned Filters: Include Abanc

CONFIRE

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency
Jan-20	16708	76	16784	0.45%	11804	521	12325
Feb-20	15931	76	16007	0.47%	11814	477	12291
Mar-20	15120	55	15175	0.36%	11815	476	12291
Apr-20	13841	35	13876	0.25%	10251	379	10630
May-20	16905	61	16966	0.36%	12293	485	12778
Jun-20	18155	75	18230	0.41%	12760	685	13425
Jul-20	20459	120	20579	0.58%	13674	720	14394
Aug-20	19373	85	19458	0.44%	13600	704	14304
Sep-20	17,284	112	17396	0.64%	13866	620	14486
Oct-20	18,005	74	18079	0.41%	14072	595	14667
Nov-20	17,147	70	17217	0.41%	14659	889	15548
Dec-20	21,707	82	21789	0.38%	15424	1312	16736
2020 Totals	210635	921	211556	0.44%	156,032	7,843	163,875
2019 Totals	194779	1458	196237	0.74%	152,832	6,584	159,416



Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
15715	11931	204	27851	56960	103.1
14611	11563	208	26382	54680	101.2
16708	11993	159	28860	56326	107.4
15791	11244	457	27492	51998	106.9
17534	12229	171	29934	59678	100.3
18175	12136	240	30551	62206	99.3
19706	13093	373	33172	68145	100.3
18072	12929	396	31397	65159	101.3
17954	12654	285	30893	62775	98.8
18204	12709	321	31234	63980	98.3
18020	12545	290	30874	63639	98.3
19657	12213	315	31544	70069	93.8
210,147	140,893	3,419	360,184	735,615	100.3
208,938	132,804	4,356	346,098	701,751	104.8



Call Summary

CONFIRE/Comm Center

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

Year: 2021

From: 1/1/2021

To: 12/31/2021

Period: Month

Group: All


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
Jan-21	19569	65	19634	0.33%	14978	989	15967
Feb-21	15820	65	15345	0.42%	13030	938	13968
Mar-21	16681	140	16821	0.83%	14960	1119	16079
Apr-21	17849	256	18105	1.41%	15340	1384	16724
May-21	18145	89	18234	0.49%	15610	1157	16767
Jun-21	18607	85	18692	0.45%	14939	1398	16337
Jul-21	20322	108	20430	0.53%	16337	1422	17759
Aug-21	20051	105	20156	0.52%	14270	1078	15348
Sep-21	18267	68	18335	0.37%	12939	830	13769
Oct-21	17606	46	17652	0.26%	13564	821	14385
Nov-21	18143	64	18207	0.35%	12690	735	13425
Dec-21	18937	7860	26797	29.33%	13247	592	13839
2021 Totals	219457	8951	228408	3.92%	171904	12463	184367
2020 Totals	210635	921	211556	0.44%	156032	7843	163875



Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
20246	9203	2303	31752	67353	100
16156	8140	1809	26105	55418	98.5
17013	11824	2652	30949	63849	117.7
17531	10412	2169	30112	64941	95.8
19789	10260	2130	32179	67180	96.3
19490	9404	2224	31118	66147	98.3
20744	9970	2947	33661	71850	96.7
19463	10345	1626	31434	66938	102.7
17704	10503	425	28632	60736	103.3
17995	9123	884	28002	60039	102.1
18226	9033	884	28143	59775	99.2
17251	6650	351	24252	64888	100
221608	114327	20404	356339	769114	100.8
210147	140893	9142	360184	735615	100.3



Summary

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

Year: 2022

From: 1/1/2022
To: 4/30/2022
Period: Month
Group:
Call Type: All
Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-22	22276	1476	23752	6.21%	13048	709	13757	17186	5902	391	23479	60988	104.8
Feb-22	16543	155	16698	0.93%	11468	542	12010	14154	4729	189	19072	47780	110.7
Mar-22	18025	211	18236	1.16%	12092	1568	13660	13907	5199	142	19248	51144	108.7
Apr-22	17106	61	17167	0.36%	11494	760	12254	13521	5053	138	18712	48133	114
2022 Totals	73976	1905	75881	2.51%	48102	3579	51681	58768	20883	860	80511	208073	109.2
2021 Totals	69379	526	69905	0.75%	58308	4430	62738	70946	39039	8933	118918	251561	103.1

CONFIRE Billable Incidents

Period: 01/01/2022 thru 05/15/2022

Jurisdiction	# of Incidents	% of Total
San Bernardino County	48,459	53.23%
VictorvilleFD	9,039	9.93%
RanchoCucamonga	6,652	7.31%
AppleValley	4,886	5.37%
ChinoValleyFD	4,848	5.33%
Rialto	4,239	4.66%
Redlands	4,091	4.49%
Colton	2,747	3.02%
MontclairFD	1,690	1.86%
Loma Linda	1,637	1.80%
Big Bear Fire	1,523	1.67%
San Manuel FD	617	0.68%
Baker Ambulance	302	0.33%
Running Springs	218	0.24%
Road Department	86	0.09%
Total	91,034	100%
BDC Division	# of Incidents	% of Total
East Valley	16,045	33.11%
Fontana	7,557	15.59%
Valley	6,815	14.06%
Hesperia	5,133	10.59%
North Desert	4,586	9.46%
South Desert	4,450	9.18%
Adelanto	1,906	3.93%
Mountain	1,874	3.87%
Hazmat	93	0.19%
Total	48,459	100%



PSAP Answer Time

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

From: 01/01/2018
 To: 12/31/2018
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

Month - January - December 2018
 Agency - Fire
 Affiliation

Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2018 Total	14,044	948	416	597	179	75	6	16,265
% answer time ≤ 10 seconds	86.34%	5.83%	2.56%	3.67%	1.10%	0.46%	0.04%	100.00%
% answer time ≤ 15 seconds	92.17%							
% answer time ≤ 40 seconds	98.40%							
February 2018 Total	12,482	637	277	351	111	49	0	13,907
% answer time ≤ 10 seconds	89.75%	4.58%	1.99%	2.52%	0.80%	0.35%	0.00%	100.00%
% answer time ≤ 15 seconds	94.33%							
% answer time ≤ 40 seconds	98.85%							
March 2018 Total	13,326	725	309	356	91	31	3	14,841
% answer time ≤ 10 seconds	89.79%	4.89%	2.08%	2.40%	0.61%	0.21%	0.02%	100.00%
% answer time ≤ 15 seconds	94.68%							
% answer time ≤ 40 seconds	99.16%							
April 2018 Total	12,685	759	330	462	119	49	1	14,405
% answer time ≤ 10 seconds	88.06%	5.27%	2.29%	3.21%	0.83%	0.34%	0.01%	100.00%
% answer time ≤ 15 seconds	93.33%							
% answer time ≤ 40 seconds	98.83%							
May 2018 Total	12,954	700	348	407	79	36	0	14,524
% answer time ≤ 10 seconds	89.19%	4.82%	2.40%	2.80%	0.54%	0.25%	0.00%	100.00%
% answer time ≤ 15 seconds	94.01%							
% answer time ≤ 40 seconds	99.21%							
June 2018 Total	13,148	915	454	560	205	101	2	15,385
% answer time ≤ 10 seconds	85.46%	5.95%	2.95%	3.64%	1.33%	0.66%	0.01%	100.00%
% answer time ≤ 15 seconds	91.41%							
% answer time ≤ 40 seconds	98.00%							
July 2018 Total	14,303	1,028	528	784	219	94	3	14,525
% answer time ≤ 10 seconds	84.34%	6.06%	3.11%	4.62%	1.29%	0.55%	0.02%	100.00%
% answer time ≤ 15 seconds	90.40%							
% answer time ≤ 40 seconds	98.14%							
August 2018 Total	13,874	810	424	551	158	80	7	15,904
% answer time ≤ 10 seconds	87.24%	5.09%	2.67%	3.46%	0.99%	0.50%	0.04%	100.00%
% answer time ≤ 15 seconds	92.33%							
% answer time ≤ 40 seconds	98.46%							
September 2018 Total	12,821	782	368	453	127	73	3	14,627
% answer time ≤ 10 seconds	87.65%	5.35%	2.52%	3.10%	0.50%	0.50%	0.02%	100.00%
% answer time ≤ 15 seconds	93.00%							
% answer time ≤ 40 seconds	98.61%							
October 2018 Total	12,933	820	400	426	110	47	2	14,735
% answer time ≤ 10 seconds	87.77%	5.56%	2.71%	2.87%	0.75%	0.32%	0.01%	100.00%
% answer time ≤ 15 seconds	93.34%							
% answer time ≤ 40 seconds	98.92%							
November 2018 Total	12,922	928	453	544	128	58	5	15,038
% answer time ≤ 10 seconds	85.93%	6.17%	3.01%	3.62%	0.85%	0.39%	0.03%	100.00%
% answer time ≤ 15 seconds	92.10%							
% answer time ≤ 40 seconds	98.73%							
December 2018 Total	13,497	742	322	377	101	37	0	25,076
% answer time ≤ 10 seconds	89.53%	4.92%	2.14%	2.50%	0.67%	0.25%	0.00%	100.00%
% answer time ≤ 15 seconds	94.45%							
% answer time ≤ 40 seconds	99.08%							
Year to Date 2018 Total	158,989	9,794	4,629	5,865	1,627	730	32	181,666
% answer time ≤ 10 seconds	87.52%	5.39%	2.55%	3.23%	0.90%	0.40%	0.02%	100.00%
% answer time ≤ 15 seconds	92.91%							
% answer time ≤ 40 seconds	98.68%							
Year to Date 2017 Total	104,155	6,710	3,057	3,439	904	330	19	118,614
% answer time ≤ 10 seconds	87.81%	5.66%	2.58%	2.90%	0.76%	0.28%	0.02%	100.00%
% answer time ≤ 15 seconds	93.47%							
% answer time ≤ 40 seconds	98.94%							



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

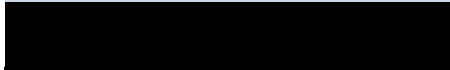
Month - Year: 1/1/2019 - 12/31/2019

Agency: Fire
Affiliation:

Call Hour	Answer Times In Seconds				
	0 - 10	11-15	16 - 20	21 - 40	41 - 60
January 2019 Total	13,693	586	240	277	68
% answer time ≤ 10 seconds	91.99%	3.94%	1.61%	1.86%	0.46%
% answer time ≤ 15 seconds	95.92%				
% answer time ≤ 40 seconds	99.40%				
February 2019 Total	12,243	566	246	285	69
% answer time ≤ 10 seconds	91.10%	4.21%	1.83%	2.12%	0.51%
% answer time ≤ 15 seconds	95.31%				
% answer time ≤ 40 seconds	99.26%				
March 2019 Total	14,403	660	315	349	97
% answer time ≤ 10 seconds	90.65%	4.15%	1.98%	2.20%	0.61%
% answer time ≤ 15 seconds	94.80%				
% answer time ≤ 40 seconds	98.98%				
April 2019 Total	14,207	741	327	339	68
% answer time ≤ 10 seconds	90.38%	4.71%	2.08%	2.16%	0.43%
% answer time ≤ 15 seconds	95.10%				
% answer time ≤ 40 seconds	99.33%				
May 2019 Total	13,712	671	279	313	85
% answer time ≤ 10 seconds	90.83%	4.44%	1.85%	2.07%	0.56%
% answer time ≤ 15 seconds	95.28%				
% answer time ≤ 40 seconds	99.20%				
June 2019 Total	14,520	740	350	554	182
% answer time ≤ 10 seconds	88.24%	4.50%	2.13%	3.37%	1.11%
% answer time ≤ 15 seconds	92.74%				
% answer time ≤ 40 seconds	98.23%				
July 2019 Total	15,820	876	465	683	252
% answer time ≤ 10 seconds	86.80%	4.81%	2.55%	3.75%	1.38%
% answer time ≤ 15 seconds	91.61%				
% answer time ≤ 40 seconds	97.91%				
August 2019 Total	15,684	814	409	509	202
% answer time ≤ 10 seconds	88.55%	4.60%	2.31%	2.87%	1.14%
% answer time ≤ 15 seconds	93.15%				
% answer time ≤ 40 seconds	98.33%				
September 2019 Total	14,520	809	414	559	218
% answer time ≤ 10 seconds	87.07%	4.90%	2.50%	3.40%	1.30%
% answer time ≤ 15 seconds	91.92%				
% answer time ≤ 40 seconds	97.75%				
October 2019 Total	15,452	994	528	758	311
% answer time ≤ 10 seconds	84.80%	5.45%	2.90%	4.16%	1.71%
% answer time ≤ 15 seconds	90.25%				
% answer time ≤ 40 seconds	97.31%				

November 2019 Total	13,682	954	603	971	419
% answer time ≤ 10 seconds	80.89%	5.64%	3.57%	5.74%	2.48%
% answer time ≤ 15 seconds	86.53%				
% answer time ≤ 40 seconds	95.84%				
December 2019 Total	13,948	999	622	846	350
% answer time ≤ 10 seconds	82.03%	5.88%	3.66%	4.98%	2.06%
% answer time ≤ 15 seconds	87.91%				
% answer time ≤ 40 seconds	96.54%				
Year to Date 2019 Total	171,884	9,410	4,798	6,443	2,321
% answer time ≤ 10 seconds	87.59%	4.80%	2.45%	3.28%	1.18%
% answer time ≤ 15 seconds	92.39%				
% answer time ≤ 40 seconds	98.11%				
Year to Date 2018 Total	158,989	9,794	4,630	5,865	1,627
% answer time ≤ 10 seconds	87.52%	5.39%	2.55%	3.23%	0.90%
% answer time ≤ 15 seconds	92.91%				
% answer time ≤ 40 seconds	98.68%				

From: 1/1/2019
To: 12/31/2019
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Call Type: 911 Calls



61 - 120	120+	Total
22	0	14,866
0.15%	0.00%	100.00%

28	2	13,439
0.21%	0.01%	100.00%

59	6	15,889
0.37%	0.04%	100.00%

35	2	15,719
0.22%	0.01%	100.00%

33	3	15,096
0.22%	0.02%	100.00%

102	7	16,455
0.62%	0.04%	100.00%

112	17	18,225
0.61%	0.09%	100.00%

86	8	17,712
0.49%	0.05%	100.00%

150	7	16,677
0.90%	0.04%	100.00%

162	17	18,222
0.89%	0.09%	100.00%

251	34	16,914
1.48%	0.20%	100.00%
222	16	17,003
1.31%	0.09%	100.00%
1,262	119	196,237
0.64%	0.06%	100.00%
730	32	181,667
0.40%	0.02%	100.00%



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2020 - 12/31/2020

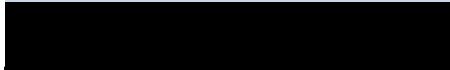
Agency: Fire
Affiliation:



Call Hour	Answer Times In Seconds				
	0 - 10	11-15	16 - 20	21 - 40	41 - 60
January 2020 Total	14,331	1,014	507	622	203
% answer time ≤ 10 seconds	85.38%	6.04%	3.02%	3.71%	1.21%
% answer time ≤ 15 seconds	91.43%				
% answer time ≤ 40 seconds	98.15%				
February 2020 Total	13,945	833	429	530	173
% answer time ≤ 10 seconds	87.12%	5.20%	2.68%	3.31%	1.08%
% answer time ≤ 15 seconds	92.32%				
% answer time ≤ 40 seconds	98.31%				
March 2020 Total	13,540	714	361	376	112
% answer time ≤ 10 seconds	89.23%	4.71%	2.38%	2.48%	0.74%
% answer time ≤ 15 seconds	93.93%				
% answer time ≤ 40 seconds	98.79%				
April 2020 Total	12,633	631	294	225	57
% answer time ≤ 10 seconds	91.04%	4.55%	2.12%	1.62%	0.41%
% answer time ≤ 15 seconds	95.59%				
% answer time ≤ 40 seconds	99.33%				
May 2020 Total	14,973	834	422	483	148
% answer time ≤ 10 seconds	88.25%	4.92%	2.49%	2.85%	0.87%
% answer time ≤ 15 seconds	93.17%				
% answer time ≤ 40 seconds	98.50%				
June 2020 Total	15,245	1,119	645	779	290
% answer time ≤ 10 seconds	83.63%	6.14%	3.54%	4.27%	1.59%
% answer time ≤ 15 seconds	89.76%				
% answer time ≤ 40 seconds	97.58%				
July 2020 Total	17,044	1,272	706	927	381
% answer time ≤ 10 seconds	82.82%	6.18%	3.43%	4.50%	1.85%
% answer time ≤ 15 seconds	89.00%				
% answer time ≤ 40 seconds	96.94%				
August 2020 Total	16,332	1,185	705	724	289
% answer time ≤ 10 seconds	83.93%	6.09%	3.62%	3.72%	1.49%
% answer time ≤ 15 seconds	90.02%				
% answer time ≤ 40 seconds	97.37%				
September 2020 Total	15,041	1,001	559	551	185
% answer time ≤ 10 seconds	86.46%	5.75%	3.21%	3.17%	1.06%
% answer time ≤ 15 seconds	92.22%				
% answer time ≤ 40 seconds	98.60%				
October 2020 Total	15,165	1,165	648	724	256
% answer time ≤ 10 seconds	83.88%	6.44%	3.58%	4.00%	1.42%
% answer time ≤ 15 seconds	90.33%				
% answer time ≤ 40 seconds	97.91%				

November 2020 Total	14,636	1,021	606	605	217
% answer time ≤ 10 seconds	85.01%	5.93%	3.52%	3.51%	1.26%
% answer time ≤ 15 seconds	90.94%				
% answer time ≤ 40 seconds	97.97%				
December 2020 Total	18,163	1,276	752	990	392
% answer time ≤ 10 seconds	83.36%	5.86%	3.45%	4.54%	1.80%
% answer time ≤ 15 seconds	89.21%				
% answer time ≤ 40 seconds	97.21%				
Year to Date 2020 Total	181,048	12,065	6,634	7,536	2,703
% answer time ≤ 10 seconds	85.58%	5.70%	3.14%	3.56%	1.28%
% answer time ≤ 15 seconds	91.28%				
% answer time ≤ 40 seconds	97.98%				
Year to Date 2019 Total	171,884	9,410	4,798	6,443	2,321
% answer time ≤ 10 seconds	87.59%	4.80%	2.45%	3.28%	1.18%
% answer time ≤ 15 seconds	92.39%				
% answer time ≤ 40 seconds	98.11%				

From: 1/1/2020
To: 12/31/2020
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Call Type: 911 Calls



61 - 120	120+	Total
100	7	16,784
0.60%	0.04%	100.00%

94	3	16,007
0.59%	0.02%	100.00%

66	6	15,175
0.43%	0.04%	100.00%

34	2	13,876
0.25%	0.01%	100.00%

98	8	16,966
0.58%	0.05%	100.00%

144	8	18,230
0.79%	0.04%	100.00%

229	20	20,579
1.11%	0.10%	100.00%

200	23	19,458
1.03%	0.12%	100.00%

55	4	17,396
0.32%	0.02%	100.00%

113	8	18,079
0.63%	0.04%	100.00%

122	10	17,217
0.71%	0.06%	100.00%
194	22	21,789
0.89%	0.10%	100.00%
1,449	121	211,556
0.68%	0.06%	100.00%
1,262	119	196,237
0.64%	0.06%	100.00%



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

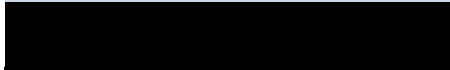
Month - Year: 1/1/2021 - 12/31/2021

Agency: Fire
Affiliation:

Call Hour	Answer Times In Seconds				
	0 - 10	11-15	16 - 20	21 - 40	41 - 60
January 2021 Total	17,242	962	520	613	203
% answer time ≤ 10 seconds	87.82%	4.90%	2.65%	3.12%	1.03%
% answer time ≤ 15 seconds	92.72%				
% answer time ≤ 40 seconds	98.49%				
February 2021 Total	13,431	779	391	474	172
% answer time ≤ 10 seconds	87.53%	5.08%	2.55%	3.09%	1.12%
% answer time ≤ 15 seconds	92.60%				
% answer time ≤ 40 seconds	98.24%				
March 2021 Total	14,942	768	452	430	145
% answer time ≤ 10 seconds	88.83%	4.57%	2.69%	2.56%	0.86%
% answer time ≤ 15 seconds	93.40%				
% answer time ≤ 40 seconds	98.64%				
April 2021 Total	15,519	992	531	639	216
% answer time ≤ 10 seconds	85.72%	5.48%	2.93%	3.53%	1.19%
% answer time ≤ 15 seconds	91.20%				
% answer time ≤ 40 seconds	97.66%				
May 2021 Total	15,477	1,017	548	786	249
% answer time ≤ 10 seconds	84.88%	5.58%	3.01%	4.31%	1.37%
% answer time ≤ 15 seconds	90.46%				
% answer time ≤ 40 seconds	97.77%				
June 2021 Total	15,019	1,225	741	1,039	435
% answer time ≤ 10 seconds	80.35%	6.55%	3.96%	5.56%	2.33%
% answer time ≤ 15 seconds	86.90%				
% answer time ≤ 40 seconds	96.43%				
July 2021 Total	15,945	1,550	898	1,212	512
% answer time ≤ 10 seconds	78.05%	7.59%	4.40%	5.93%	2.51%
% answer time ≤ 15 seconds	85.63%				
% answer time ≤ 40 seconds	95.96%				
August 2021 Total	15,559	1,381	907	1,386	535
% answer time ≤ 10 seconds	77.19%	6.85%	4.50%	6.88%	2.65%
% answer time ≤ 15 seconds	84.04%				
% answer time ≤ 40 seconds	95.42%				
September 2021 Total	15,027	790	581	1,169	421
% answer time ≤ 10 seconds	81.96%	4.31%	3.17%	6.38%	2.30%
% answer time ≤ 15 seconds	86.27%				
% answer time ≤ 40 seconds	95.81%				
October 2021 Total	14,761	692	510	964	391
% answer time ≤ 10 seconds	83.62%	3.92%	2.89%	5.46%	2.22%
% answer time ≤ 15 seconds	87.54%				
% answer time ≤ 40 seconds	95.89%				

November 2021 Total	15,276	753	497	1,013	374
% answer time ≤ 10 seconds	83.90%	4.14%	2.73%	5.56%	2.05%
% answer time ≤ 15 seconds	88.04%				
% answer time ≤ 40 seconds	96.33%				
December 2021 Total	24,350	664	459	782	302
% answer time ≤ 10 seconds	90.87%	2.48%	1.71%	2.92%	1.13%
% answer time ≤ 15 seconds	93.35%				
% answer time ≤ 40 seconds	97.98%				
Year to Date 2021 Total	192,548	11,573	7,035	10,507	3,955
% answer time ≤ 10 seconds	84.30%	5.07%	3.08%	4.60%	1.73%
% answer time ≤ 15 seconds	89.37%				
% answer time ≤ 40 seconds	97.05%				
Year to Date 2020 Total	181,048	12,065	6,634	7,536	2,703
% answer time ≤ 10 seconds	85.58%	5.70%	3.14%	3.56%	1.28%
% answer time ≤ 15 seconds	91.28%				
% answer time ≤ 40 seconds	97.98%				

From: 1/1/2021
To: 12/31/2021
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Call Type: 911 Calls



61 - 120	120+	Total
91	3	19,634
0.46%	0.02%	100.00%

93	5	15,345
0.61%	0.03%	100.00%

78	6	16,821
0.46%	0.04%	100.00%

176	32	18,105
0.97%	0.18%	100.00%

138	19	18,234
0.76%	0.10%	100.00%

213	20	18,692
1.14%	0.11%	100.00%

281	32	20,430
1.38%	0.16%	100.00%

346	42	20,156
1.72%	0.21%	100.00%

302	45	18,335
1.65%	0.25%	100.00%

288	46	17,652
1.63%	0.26%	100.00%

251	43	18,207
1.38%	0.24%	100.00%
210	30	26,797
0.78%	0.11%	100.00%
2,467	323	228,408
1.08%	0.14%	100.00%
1,449	121	211,556
0.68%	0.06%	100.00%



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2022 - 4/30/2022

Agency: Fire
Affiliation:

From: 1/1/2022

To: 4/30/2022

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

Call Hour	Answer Times In Seconds							
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2022 Total	19,978	969	661	1,257	509	335	43	23,752
% answer time ≤ 10 seconds	84.11%	4.08%	2.78%	5.29%	2.14%	1.41%	0.18%	100.00%
% answer time ≤ 15 seconds	88.19%							
% answer time ≤ 40 seconds	96.27%							
February 2022 Total	14,286	596	460	829	281	210	36	16,698
% answer time ≤ 10 seconds	85.56%	3.57%	2.75%	4.96%	1.68%	1.26%	0.22%	100.00%
% answer time ≤ 15 seconds	89.12%							
% answer time ≤ 40 seconds	96.84%							
March 2022 Total	15,873	652	427	780	259	227	18	18,236
% answer time ≤ 10 seconds	87.04%	3.58%	2.34%	4.28%	1.42%	1.24%	0.10%	100.00%
% answer time ≤ 15 seconds	90.62%							
% answer time ≤ 40 seconds	97.24%							
April 2022 Total	14,784	607	429	804	294	227	22	17,167
% answer time ≤ 10 seconds	86.12%	3.54%	2.50%	4.68%	1.71%	1.32%	0.13%	100.00%
% answer time ≤ 15 seconds	89.65%							
% answer time ≤ 40 seconds	96.84%							
Year to Date 2022 Total	64,945	2,825	1,978	3,672	1,343	999	119	75,881
% answer time ≤ 10 seconds	85.59%	3.72%	2.61%	4.84%	1.77%	1.32%	0.16%	100.00%
% answer time ≤ 15 seconds	89.31%							
% answer time ≤ 40 seconds	96.76%							
Year to Date 2021 Total	61,134	3,501	1,894	2,156	736	438	46	69,905
% answer time ≤ 10 seconds	87.45%	5.01%	2.71%	3.08%	1.05%	0.63%	0.07%	100.00%
% answer time ≤ 15 seconds	92.46%							
% answer time ≤ 40 seconds	98.25%							



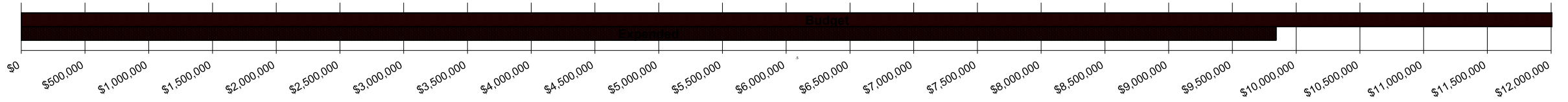
**OPERATIONS FUND 5008
UNAUDITED MONTHLY SUMMARY FY 2021/22**

Transactions thru April 30, 2022

Item 7.

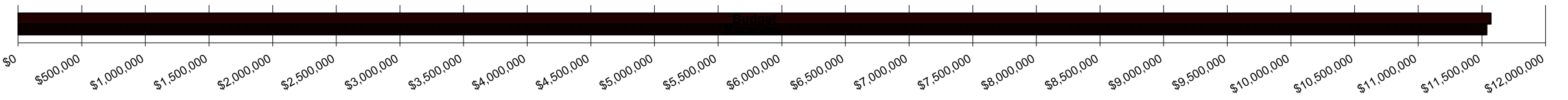
Expenditures	3 PP					3 PP					3 PP	Total YTD	2020/21	Bud - Exp		
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr				May	June	Expended
Salary/Benefits	519,723	478,214	556,180	494,631	503,318	780,853	479,036	493,788	489,773	510,713	-	-	5,306,229	7,921,125	\$2,614,896	67.0%
Overtime/Call Back	29,711	33,060	29,966	26,151	25,550	39,525	22,702	29,585	27,672	28,970	-	-	292,891	289,665	-\$3,226	101.1%
Phone/Circuits/Internet	58,668	30,159	52,327	59,100	51,594	48,584	44,297	47,563	59,765	48,756	-	-	500,811	588,259	\$87,448	85.1%
County IS/Data Services/Counsel	4,996	(7,239)	2,189	8,049	1,332	2,277	2,135	1,584	6,190	3,656	-	-	25,169	61,761	\$36,592	40.8%
Radio/Pager, Console Maint	-	40,310	40,271	40,312	40,401	40,469	44,756	41,409	37,822	41,447	-	-	367,196	504,118	\$136,922	72.8%
Computer Software	584,029	310,561	35,045	600	51,510	185	(861)	262,796	365,659	90,141	-	-	1,699,667	1,470,965	(\$228,702)	115.5%
Computer Hardware	45,479	192	108	80	(44,517)	-	-	-	13,503	165	-	-	15,009	18,450	\$3,441	81.4%
Office Exp/Copier Lease	11,598	4,558	1,645	3,343	2,745	4,760	3,051	14,061	4,134	4,146	-	-	54,042	71,044	\$17,002	76.1%
Insurance/Auditing	25,949	-	19,792	4,373	6,750	5,650	-	-	-	5,000	-	-	67,515	54,655	(\$12,860)	123.5%
Payroll/HR/Medical Director	7,908	64,657	4,237	3,888	3,761	2,746	2,486	6,257	4,094	118,655	-	-	218,689	279,871	\$61,182	78.1%
Travel/Training	2,025	1,153	1,306	548	-	1,810	2,974	5,600	2,543	5,998	-	-	23,957	65,000	\$41,043	36.9%
Auto/Structure/Fuel	-	1,937	2,133	1,668	1,171	1,162	1,039	992	1,295	1,892	-	-	13,286	24,047	\$10,761	55.3%
Other/HDGC Rent/Equip Trans	39,989	42,773	12,943	13,877	12,150	14,663	11,773	1,073,259	24,398	12,798	-	-	1,258,622	1,293,567	\$34,945	97.3%
Total	1,330,076	1,000,333	758,142	656,618	655,764	942,684	613,388	1,976,892	1,036,848	872,336	-	-	9,843,083	12,642,527	\$2,799,444	77.9%

% Fiscal Year Passed 83.3%



Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
	Services	2,827,160	-	-	2,842,682	-	-	2,901,276	-	-	2,981,881	-	-	11,552,999	11,570,714	\$17,715
Interest	6,896	(6,896)	-	5,294	-	-	4,329	-	-	5,852	-	-	15,475	-	(\$15,475)	
Other	-	(24,693)	-	-	-	(3,952)	-	(1,827)	-	-	-	-	(30,473)	-	\$30,473	
Total	2,834,055	(31,589)	-	2,847,976	-	(3,952)	2,905,606	(1,827)	-	2,987,733	-	-	11,538,002	11,570,714	\$32,712	100%

% Fiscal Year Passed 83.3%





FY 2021-2022 Fund Balance Report as of April 30, 2022

Operations Fund (5008)

Audited Fund Balance 7/1/21		* \$	2,278,608
Revenue	10,466,189		
Expenditures	(9,843,083)		
	Net		623,106
Transfers Out to 5010 - CIP	1,000,000		
Transfers Out to 5011 - Compensated Abs	71,813		
	Net Transfers In/Out		1,071,813
Total Fund Balance		\$	3,973,527

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

Equipment Reserve Fund (5009)

Audited Fund Balance 7/1/21		\$	2,104,322
Revenue	662,132		
Expenditures	(169,320)		
	Net		492,812
Total Fund Balance		\$	2,597,134

General Reserve Fund (5010)

Audited Fund Balance 7/1/21		* \$	6,337,376
Revenue - Membership/Interest	1,244,105		
Revenue - Grant			
Expenditures	(813,521)		
	Net		430,584
Transfers Out to Fund 5019	(500,000)		
	Net Transfers In/Out		(500,000)
Total Fund Balance		\$	6,267,960
Reserve for CIP	(3,000,000)		
EMD Optimization (ECNS) Project	(250,000)		
	Net Committed		(3,250,000)
Available Fund Balance		\$	3,017,960

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

Term Benefits Reserve Fund (5011)

Audited Fund Balance 7/1/21		\$	1,340,998
Revenue	223,355		
Expenditures			
	Net		223,355
Transer Comp. Absence From 5008	71,813		
Unfunded Liability			
	Net Transfers In/Out		71,813
Total Fund Balance		\$	1,636,166



CONFIRE

Item 7.

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

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

Audited Fund Balance 7/1/21		\$	-
Revenue	845,270		
Expenditures	<u>(531,775)</u>		
	Net		313,495
Transfers In from Fund 5010	<u>500,000</u>		
	Net Transfers In/Out		<u>500,000</u>
	Total Fund Balance	\$	813,495

Total Beginning Fund Balance - 07/01/21	\$	12,061,304
Total Ending Fund Balance - 04/30/22	\$	15,288,282

AGREEMENT FOR DISPATCH SERVICES
(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
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D [reserved]
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 1, 2022 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the initial term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2023.
- c. Upon the expiration of the initial term of this Agreement (see 2.b. above), the term of this Agreement shall automatically renew for successive one (1) year terms each July 1st unless either Party notifies the other Party at least sixty (60) days prior to renewal of its intention to terminate the Agreement.
- d. Notwithstanding any provision of this Agreement, should a dispute arise over the interpretation or application of this Agreement, CONFIRE may terminate this Agreement. Termination shall be effective thirty (30) days after written notice is given to Contracting Agency. Upon termination, Contracting Agency shall

immediately pay to CONFIRE all amounts due for services rendered to the date of termination.

3. 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 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 employees of Contracting Agency.
- d. CONFIRE 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 CONFIRE's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

CONFIRE shall receive payment, for Services 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. 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: Communications Director
 1743 Miro Way
 Rialto, CA 92376

To Contracting Agency:
Baker Ambulance, Inc
Attn: Mike Lowenthal, Owner
633 Front St
Needles, CA 92636

8. [RESERVED]

[reserved]

9. 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: _____, 2022

Date: _____, 2022

By: _____

By: _____

Print Name: Mike Bell

Print Name: _____

Its: Acting Director

Its: _____

EXHIBIT A
to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

- A. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - 1. Ambulance Dispatch
 - 2. Access to Firstwatch

- B. CONFIRE shall not be obligated to perform any services other than the Services listed above for Contracting Agency.

- C. Should Contracting Agency desire additional services from CONFIRE, and should CONFIRE agree to provide such services, the parties must execute an amendment to this Agreement incorporating those services into the Services and setting forth the additional compensation to be paid for the added services.

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid for the Services listed in Exhibit A is as follows:

DISPATCH FEE:

1. Contracting Agency shall pay CONFIRE an annual fee of Twenty-Nine Thousand Seven Hundred and Forty-Nine Dollars (\$29,749.00).
2. Contracting Agency shall pay an additional Contract Charge of 5% of the annual fee. This fee is One Thousand Four Hundred Eighty-Seven Dollars (\$1,487.00)
3. Total Compensation for services rendered for FY 22/23 is Thirty-One Thousand Two Hundred Thirty-Six Dollars (\$31,236.00)
2. Payment shall be made in two installments of Sixteen Thousand Seven Hundred Ninety-Nine Dollars (\$15,618.00)
3. Payment shall be made within thirty (30) days of the issuance of the invoice.

EXHIBIT C
to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **TERMINATION.** Either Party may terminate this Agreement with or without cause by providing the other Party at least sixty (60) days prior written notice, and such termination shall be effective upon the next June 30th that is at least sixty (60) days after written notice to terminate was tendered.
2. **[RESERVED]**
3. **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.
4. **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.
5. **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.
6. **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.
7. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
8. **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.
9. **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 School and Contractor.
10. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of School and Contractor.
11. **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.
12. **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.

13. **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.
14. **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 CONTRACTING AGENCY AGREEMENT

[RESERVED]

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

WHEREAS, 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 E.

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

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

WHEREAS, 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

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

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.

Consolidated Fire Agencies

Baker Ambulance, Inc

Date: _____, 2022

Date: _____, 2022

By: _____

By: _____

Print Name: Mike Bell

Print Name: _____

Its: Acting Director

Its: _____

Appendix 1
General Terms and Conditions to BAA

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix A, 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.

**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 joint powers authority duly authorized and existing under Government Code, § 6500 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
- 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: Art Andres, Communications 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

Big Bear Fire Department

Date: _____, 2022

Date: _____, 2022

By: _____

By: _____

Print Name: Mike Bell

Print Name: _____

Its: Acting Director

Its: _____

**EXHIBIT A
to CONTRACTING AGENCY AGREEMENT**

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
 - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol.
 - b. Providing 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, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, 900 MHz paging, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
 - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch 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.
 - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
 - g. Providing, 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.
 - h. Making 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.
 - i. Providing Contracting Agency use and access to the following software programs:
 - (1) Pulse Point.
 - (2) Firstwatch (includes FOAM and First Pass modules)
 - j. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must acknowledge such in this Agreement in Section 4 of Exhibit A: Scope of Services. If such services commence after the Effective Date the Parties must amend this Agreement to incorporate those additional services into the Agreement as "Additional Services" and setting forth the additional compensation to be paid for the added services.
3. Examples of Additional Services might include:
- a. Workforce (Kronos).
 - b. Tablet Command.
 - c. Smart Sheets
 - d. WestNet Station Alerting
4. Additional Services to be provided upon Effective Date of this Agreement are:
- a. Workforce (Kronos)
 - b. Tablet Command
 - c. Smart Sheets
 - d. West Net Station Alerting

5. 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 to the extent reasonably necessary to the performance of the Services.
 - (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, applicable 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 installation of a CONFIRE-approved modem on all response vehicles for the provision of Automated Vehicle Location (AVL) services.
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
 - e. Maintain all radio and pager frequencies as required by CONFIRE.
6. 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.
7. All equipment owned by the Contracting Agency will remain the property of the Contracting Agency. All equipment owned by CONFIRE will remain the property of CONFIRE. The maintenance of the equipment will be the responsibility of the entity holding ownership of the equipment.

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, 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 has provided written notice of this sum to Contracting Agency (**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 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 ISD radio billing pass-through (optional service) or other '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. This annual premium will be assessed and paid in the first quarter of the fiscal year. The amount has been included in the 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, computed on a pro rata basis during the applicable billing period. 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, 2022 (“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, 2023 (the “Term”).
3. At any time 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.

**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 Big Bear Fire Authority (“Covered Entity”), a joint powers authority 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 E;

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: _____, 2022

Date: _____, 2022

By: _____

By: _____

Print Name: Mike Bell

Print Name: _____

Its: Acting 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.

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

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 (“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
- 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: Art Andres, Communications Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

City of Montclair
Attn: Robert Avels, Police 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

Date: _____, 2022

Date: _____, 2022

By: _____

By: _____

Print Name: Mike Bell

Print Name: _____

Its: Acting Director

Its: _____

EXHIBIT A
to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
 - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol.
 - b. Providing 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, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, 900 MHz paging, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
 - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch 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.
 - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
 - g. Providing, 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.
 - h. Making 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.
 - i. Providing Contracting Agency use and access to the following software programs:
 - (1) Pulse Point.
 - (2) Firstwatch (includes FOAM and First Pass modules)
 - j. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must execute an amendment to this Agreement incorporating those services into the Services as "Additional Services" and setting forth the additional compensation to be paid for the added services.
3. Examples of Additional Services might include:
- a. Telestaff (Kronos).
 - b. Tablet Command.
 - c. WestNet Station Alerting
4. 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 installation of a CONFIRE-approved modem on all response vehicles for the provision of Automated Vehicle Location (AVL) services.
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
 - e. Maintain all radio and pager frequencies as required by CONFIRE.
5. 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.

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, 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 has provided written notice of this sum to Contracting Agency (**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 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 ISD radio billing pass-through (optional service) or other '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. 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, 2022 (“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, 2023 (the “Term”).
3. At any time 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.

**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 (“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 E;

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: _____, 2022

Date: _____, 2022

By: _____

By: _____

Print Name: Mike Bell

Print Name: _____

Its: Acting 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.

**AMENDMENT NO. 2 TO THE
AGREEMENT FOR DISPATCH AND ALERTING SERVICES**

This Amendment No. 2 ("**Amendment**") to the Agreement is entered into as of July 1, 2022 ("**Amendment Effective Date**") by and between the San Manuel Band of Mission Indians ("**Contracting Agency**"), and Consolidated Fire Agencies ("**CONFIRE**").

RECITALS

- A. Contracting Agency and CONFIRE are parties to that certain Agreement for Dispatch and Alerting Services dated July 1, 2020 (collectively, the "**Agreement**").
- B. The Parties desire to further amend the Agreement to clarify and confirm the total dispatch fees for the period of July 1, 2022 thru June 30, 2023 ("**FY 22/23**").
- C. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Scope of Services. CONFIRE requests to expand the scope of services to include the following Dispatch service(s) to the Contracting Agency:
 - a. First Due
- 2. FY 22/23 Dispatch Fees. As of the Amendment Effective Date, total dispatch fees for FY 22/23 shall be \$121,718.00, which shall be paid in quarterly installments of \$30,429.50, as further set forth in **Exhibit A** attached hereto.
- 3. Agreement. Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect. In the event of conflict between this Amendment and the Agreement, this Amendment will supersede and prevail.

The Parties have executed this Amendment as of the Amendment Effective Date.

SAN MANUEL BAND OF MISSION
INDIANS

CONSOLIDATED FIRE AGENCIES

Patrick DuPont
VP, Finance & Accounting

Mike Bell
Communications Acting Director

Exhibit A
Dispatching Cost for Services for FY 2022-23

A. Annual Fee/Operating Costs:

The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2022/23. These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Information Services 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. Included are direct licensing and support costs for certain additional services (Tablet Command, AirWatch, VMware, Meraki, FirstWatch, First Due, Pulse Point, and West Net Station Alerting).

Agency% of 2021 Call Volume (share)	0.71%
Annual Fee/Operating Costs for 2022-23	\$115,922.00

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

Per Exhibit B (Compensation)	\$5,796.00
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C. Pass Thru Costs:

Pass Thru Costs are costs that are billed to CONFIRE by other entities on behalf of the Contracting Agency and passed thru to the Contracting Agency as received. CONFIRE shall give notice to Contracting Agency at such time that it becomes reasonably apparent that the forecasted cumulative Pass Thru Costs for the current Fiscal Year will exceed the billed cumulative Pass Thru Costs for the preceding Fiscal Year.

Total Costs July 1, 2022 thru June 30, 2023.	\$121,718.00
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D. Payments shall be made in quarterly installments of	\$30,429.50
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E. Payment shall be made within thirty (30) days of the issuance of the invoice.

No other costs for services are due to CONFIRE for FY 2022/23 pursuant to the Agreement.

**CONFIRE****STAFF REPORT****DATE: 5/24/2022****FROM: Mike Bell, Acting Director****TO: Administrative Committee**

SUBJECT: Emergency Communications Nurse System- EMK Consulting Contract

RECOMMENDATION

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

BACKGROUND

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

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

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

FISCAL IMPACT

There will be no fiscal impact. CONFIRE will use allocated ARPA funding.

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

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

RECITALS

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

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

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on [7/1/2022] (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) [6/30/2023].
- c. This agreement may be extended for one additional year with Administrative Committee approval.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of

CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. NOTICE

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

To CONFIRE:
Consolidated Fire Agencies
Attn: Mike Bell, Acting Director
1743 Miro Way
Rialto, CA 92376

To Contractor:
EMK Consultants Inc
Attn: Elaine Messerli-Kelly
7440 Lacerta Drive
Sparks, NV 89436

9. LIMITATION OF LIABILITY

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

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

CONSOLIDATED FIRE AGENCIES

EMK Consultants Inc

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Mike Bell

Print Name: Elaine Messerli-Kelly

Its: Acting Director

Its: Owner

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

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

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

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

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

\$90.00 per hour

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

B. Payment

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

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

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D
to AGREEMENT FOR SERVICES**

INSURANCE

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

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

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

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

**CONFIRE****STAFF REPORT****DATE: 5/24/2022****FROM: Mike Bell, Acting Director****TO: Administrative Committee**

SUBJECT: Data Consulting Contract Renewal

RECOMMENDATION

Approve contract renewal for data consulting services with James Mathew Fratus Consulting for an amount not to exceed \$50,000. Funded from approved funds for Consulting Services in Operations fund 5008.

BACKGROUND

This contract will extend the services obtained from James Mathew Fratus Consulting in FY 21/22 into FY 22/23. Fratus Consulting was retained to assist with a variety of data analysis initiatives for CONFIRE, mainly EMS and ECNS related operations. In addition, he assisted the IMT with COVID-19 response planning.

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

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

FISCAL IMPACT

There will be no fiscal impact. Adequate appropriation and revenue have been included in CONFIRE's FY22-23 budget.

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

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

RECITALS

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

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

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on [7/1/2022] (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) [6/30/2023].
- c. This agreement may be extended for one additional year with Administrative Committee approval.

3. INDEPENDENT CONTRACTOR

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

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

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. NOTICE

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

To CONFIRE:
Consolidated Fire Agencies
Attn: Mike Bell, Acting Director
1743 Miro Way
Rialto, CA 92376

To Contractor:
Mat Fratus Consulting
P.O. Box 4031
Blue Jay, CA, 92317

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

9. LIMITATION OF LIABILITY

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

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

CONSOLIDATED FIRE AGENCIES

Mat Fratus Consulting

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Mike Bell

Print Name: Mat Fratus

Its: Acting Director

Its: Owner

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

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

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

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

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

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

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

3. Evaluate Options and Develop Recommendations.

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

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

\$80.00 per hour

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

B. Payment

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

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

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D
to AGREEMENT FOR SERVICES**

INSURANCE

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

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

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

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

**CONFIRE****STAFF REPORT****DATE: 5/24/2021****FROM: Mike Bell, Director****TO: Administrative Committee**

SUBJECT: Messina & Associates Contract Renewal

RECOMMENDATION

Approve contract renewal for data consulting services with Messina & Associates for an amount not to exceed \$40,000. Approval of agreement will be funded from approved funds allocated for consulting services in Operations Fund 5008.

BACKGROUND

This contract will extend the services obtained from Messina & associates in FY 21/22 into FY 22/23. Messina & Associates was retained to assist with a variety of staff development, organizational leadership training and employee development plans (EDP) for CONFIRE staff and leadership. Work has included EDP to create methodologies and process to develop CONFIRE employees toward career goals that are consistent with organizational needs. Many employees utilize Mike to develop a detailed plan that can be carried from one supervisor to another. Plans created have shared responsibility between the employee and their managers/supervisors. Plans have provided for ongoing succession development by providing for an array of internal candidates for each supervisory and managerial opening. Work may include the creation of a Leadership Development Team (LDT).

Additional services provided to Confire will include coaching for managerial and supervisory employees on collaborative leadership and the use of the T.I.L.L Matrix (Technical Skills, Interpersonal Skills, Leadership Skills and Learning) for use with employees to identify areas where specific developmental tools are to be applied. The TILL matrix is designed to be used in conjunction with SWOT analyses (Strengths, Weaknesses, Opportunities and Threats).

This engagement is not to exceed \$40,000. The agreement includes a provision to extend for one additional year if needed.

FISCAL IMPACT

There will be no fiscal impact. Adequate appropriation and revenue have been included in CONFIRE's FY22-23 budget.

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
[Organizational Development Consulting Services]

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Messina & Associates (“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, 2022 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) June 30, 2023.
- c. This agreement may be extended for one additional year with Administrative Committee approval.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s

employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. NOTICE

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

To CONFIRE:
Consolidated Fire Agencies
Attn: Mike Bell, Acting Director
1743 Miro Way
Rialto, CA 92376

To Contractor:
Messina & Associates
Attn: Mike Messina
814 Forbes Drive
Brea, CA 92821

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

MESSINA & ASSOCIATES

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Mike Bell

Print Name: Mike Messina

Its: Acting Director

Its: Owner

EXHIBIT A to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

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

Overview

This scope of work will include the following areas:

- Consultant will work with the executive staff and/or others of the organization to:
 - Foster Leadership development
 - Optimize services
 - Increase synergy among staff members
 - Improve communication
- Consultant will work with assigned staff of the organization to explore methods of increasing the following:
 - Employee engagement and commitment
 - Improve managerial acumen especially in the areas of leadership, interpersonal skills and relationship building
- Consultant will work with leaders and stakeholders of CONFIRE to identify:
 - Best organizational design including structure and lines of reporting
 - Foster leadership development and supervisory coaching
 - Current systems/processes
 - Employee development
 - Succession planning

Methodologies

The consultant will use employee interviews, surveys, and existing service data to identify best practices and areas of needed improvements. Interviews, surveys and collected service data will culminate in a strategic report designed to guide work on an urgency basis. Strategies may include large and small group meetings, workshops, training courses (leadership, conflict resolution, SWOT analyses, etc.), individual one-on-one coaching sessions and meetings with clientele (end users and city/county-based clients).

Areas of Focus

Initial conversations with executive leadership identified a number of areas of focus for deeper exploration. These areas include:

- The pace of change has increased exponentially since 2009 creating challenges for some employees
- Pay and benefits issues have created some challenges for recruitment and retention

- Explore the designing of an in-house marketing plan to promote the good work of the organization, increase knowledge and understanding of what services the organization provides and to create synergy with marketing efforts by both member and non-member clients
- Although outside leadership training courses have been offered internal leadership opportunities should be tapped
- Employee/leadership development should be explored in order to proactively increase employee engagement and satisfaction as well as to address current and future succession challenges
- Relatively new location in the high desert has relieved some overcrowding issues in the valley but exploration of challenges this separation could create may be warranted
- Provide all identified consultant services to the Communications, Administrative, and Information Technology according to most pressing needs

Deliverables

Although the interview and data collection process has not happened the following deliverables will likely be needed regardless of data/information collection outcomes:

Employee Development Plan:

The Employee Development Plan (EDP) will create a methodology and process to develop Confire employees toward career goals that are consistent with organizational needs. Each employee will have a detailed plan that can be carried from one supervisor to another or for that matter one division to another. The plan creates shared responsibility between the employee and their managers/supervisors. Additionally, the system can serve as an information source for annual evaluations. Lastly the plan will provide for ongoing succession development by providing for an array of internal candidates for each supervisory and managerial opening. At its core the plan may consist of the creation of a Leadership Development Team (LDT). This team's sole purpose is to explore and develop a comprehensive array of development opportunities for employees from throughout the organization. This team will embody the organizations commitment to collaboration, innovation and shared responsibility.

Additional services provided to Confire will include coaching for managerial and supervisory employees on collaborative leadership and the use of the T.I.L.L Matrix (Technical Skills, Interpersonal Skills, Leadership Skills and Learning) for use with employees to identify areas where specific developmental tools are to be applied. The TILL matrix is designed to be used in conjunction with SWOT analyses (Strengths, Weaknesses, Opportunities and Threats).

The EDP will include in-depth training in both a one-on-one environment as well as group settings for all personnel responsible for leading and supervising other personnel.

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

\$190.00 per hour

Not to exceed the sum of \$40,000.

B. Payment

a. Schedule

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

b. Process

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

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D
to AGREEMENT FOR SERVICES**

INSURANCE

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

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

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

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

**CONFIRE****STAFF REPORT****DATE: 5/24/2022****FROM: Mike Bell
Acting Director****TO: Administrative Committee**

SUBJECT: Redlands Agreement Renewal

RECOMMENDATION

Approve renewal of agreement with City of Redlands for use and reimbursement of agency liaison.

BACKGROUND

In Fiscal Year 2019/20 CONFIRE entered an agreement with the City of Redlands that enabled a fulltime employee to be assigned to CONFIRE to assist with various projects in the Communications and Information Services divisions. This interaction proved to be successful as the employee worked along side CONFIRE and other agency personnel to help move several initiatives forward including Firstwatch and FirstPass, Tablet Command or other MIS programs as assigned.

For FY 2020/21 Redlands and CONFIRE have agreed to return the employee to full-duty in Redlands. However, should the employee be available on days off to assist with approved CONFIRE projects this new agreement enables CONFIRE to reimburse Redlands for the cost of the employee's hours expended on behalf of CONFIRE.

Projected costs for this arrangement for FY 21/22 is approximately \$7,500. It is not anticipated that the agency liaison would be used to a much greater extent in FY 22/23. CONFIRE has approved funds in its General Reserve Fund (5010) to fund consulting fees from which these funds would be applied as a credit to Redlands FD to reimburse their costs for the program. Any use of the Redlands employee for CONFIRE specific projects would be pre-approved by the CONFIRE Director.

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
[Technical and Operational Services]

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and City of Redlands (“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: Business Associate Agreement

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on 7/1/2022 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) 6/30/2023.
- c. This agreement may be extended for one additional year with Administrative Committee approval.

3. INDEPENDENT CONTRACTOR

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

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

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. HIPPA BUSINESS ASSOCIATE AGREEMENT

The "Business Associate Agreement" is 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: Art Andres, Director
1743 Miro Way
Rialto, CA 92376

To Contractor:
Fire Department, City of Redlands
Attn: Rich Sessler, Fire Chief
35 Cajon St. Suite 12
Redlands, CA 92373

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.

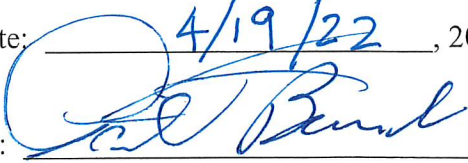
CONSOLIDATED FIRE AGENCIES

CITY OF REDLANDS

Date: _____, 2022

Date: 4/19/22, 2022

By: _____

By:  _____

Print Name: Art Andres

Print Name: Paul Barich, Mayor

Its: Director

Attest:  _____

Print Name: Jeanne, Donaldson, City Clerk

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

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

Contractor, as a member agency of CONFIRE and a beneficiary of the services provided by CONFIRE to the Fire Department of Contractor (the "Department") and the persons within the Department's jurisdiction, has a vested interest in assisting CONFIRE with the completion of various technical and operational initiatives. To assist CONFIRE in achieving those various technical and operational initiatives, the Department will temporarily assign a member of its Department to perform technical and operational services for CONFIRE on an as needed basis as directed by CONFIRE (the "Services"). The Services include, by way of illustration and not by limitation, the following:

- Configuration and support for Tablet Command software
- Train MIS staff to support Tablet Command software
- Configuration of Firstwatch F.O.A.M. module
- Configuration of Firstwatch First Pass module
- Migrate FireRMS Zoll Database to Access Database for CONFIRE agencies
- Enhancement of Image Trends ePCR reporting program

The Services shall be performed by the following employee of the Contractor serving in the Department, or by another employee of Contractor serving in the Department with the prior written consent of CONFIRE: Fire Captain Mike McMath (the "Key Personnel"). Contractor shall not remove the Key Personnel from the Services without the prior written consent of CONFIRE, which shall not be unreasonably withheld.

CONFIRE will provide workspace and/or the technical capability to work on-site or remotely on assigned projects.

The Key Personnel shall have no supervision responsibilities within the CONFIRE organization and shall report to the CONFIRE Information Services Manager for assignments and progress reports.

The Key Personnel shall, in performing the Services, operate a vehicle issued by CONFIRE. CONFIRE shall name Contractor and the Key Personnel as additional insureds under its existing insurance for such vehicles.

All hours worked on behalf of CONFIRE would require pre-approval from the CONFIRE MIS Manager and the appropriate representative from Redlands Fire.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

- Captain's Regular Hourly Rate - \$42.59
- Captain's Hourly Rate at Time and a Half (OT/Backfill) - \$63.89

Not to exceed the sum of \$20,000.

B. Payment

Payment shall be made in the form of a credit from CONFIRE to the Contractor (for all undisputed amounts) as a component for the regular quarterly billing issued by CONFIRE to the Contractor in its capacity as a member agency of CONFIRE.

The Contractor will invoice CONFIRE in the amount that reflects actual costs incurred to provide the service. Contractor shall provide applicable time sheets or other records used to develop the invoice available upon request.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

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

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

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

- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; or
 - (2) arises out of, pertains to, or relates to the performance of this Agreement
- b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.
- c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
- (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
- d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.
6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
7. **CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE's legislative body has approved all the terms and conditions contained herein.
10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and,

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

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

Contractor otherwise consents.

- 16. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
- Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- 17. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.
- 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 19. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 20. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would

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

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

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

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

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

**EXHIBIT E
to AGREEMENT FOR SERVICES**

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into by and between City of Redlands ("Business Associate"), a California general law city duly existing under Gov. Code, § 34000 et seq. and the Consolidated Fire Agencies ("Covered Entity"), a California joint powers authority existing pursuant to Gov. Code, § 6500 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 E;

Covered Entity is a business associate of 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: _____, 20__

By: _____

Print Name: Art Andres

Its: Director

CITY OF REDLANDS

Date: April 19, 2022

By: Paul T. Barich

Print Name: Paul T. Barich, Mayor

ATTEST: Jeanne Donaldson

Print Name: Jeanne Donaldson, City Clerk

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
- b. 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 I-ITTECH Act and Regulations are collectively referred to herein as "Applicable Law"
- c. 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,

- e. 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;
- f. 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 164.5300, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- g. 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;
- h. 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;
- i. 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
- j. Make its internal practices, books, and
- k. 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.



WESTNET

15542 Chemical Lane
 Huntington Beach, CA 92649
 Phone: 714-548-3500 Fax: 714-901-5610
 www.FirstInAlerting.com



Quote: Confire 49 Station First-In Annual Maintenance 2022-2023

To: Confire, JPA

From: Zulema Perez

Confire, JPA
 1743 W. Miro Way
 Rialto, CA 92376
 Contact:

Summary

Total Amount: **\$151,154.61** Quote ID: Q-08421-N9K4
 Shipping Method: Ground Date: 5/17/2022
 Payment Terms: Net 30 Effective To: 8/17/2022

Description: This quote is for First-In Alerting Annual Maintenance July 1, 2022 - June 30, 2023 for the following agencies:
 San Manuel - 1 Fire Station
 San Bernardino - 10 Stations (not including Fire Station 225)
 Colton - 4 Fire Stations
 Loma Linda - 2 Fire Stations
 Redlands - 4 Fire Stations
 Rialto - 2 Fire Stations
 Rancho Cucamonga - 7 Fire Stations
 Big Bear - 4 Fire Stations
 Running Springs - 1 Fire Station
 Chino Valley - 7 Fire Stations
 Victorville - 6 Fire Stations
 Montclair - 2 Fire Stations

The prevailing wage determination will be <https://www.dir.ca.gov/OPRL/2019-2/PWD/Determinations/Statewide/C-2B-2B2.pdf>

All calls will be initially routed through Confire, and Confire will conduct the initial troubleshooting to eliminate radio, network and power issues to the extent practicable. Westnet will continue to train dispatch managers per previously provided quote(s). Westnet will then provide Confire, and the appropriate agency contact, a ticket number to track the issue in addition to making the repair remotely.

Westnet will provide remote support under this maintenance proposal. Should onsite visits be required to keep Westnet equipment in each station in operational status, such visits will be billed to and paid for by Confire on a time and material basis. This pricing is based on a fixed number per station.

Clarifying Comments: Quote includes prevailing wages rate. Quote does not include sales or use tax, customer is responsible for paying sales or use taxes if applicable. Payment terms are net 30 with payment milestones.

Maintenance Year 4 - 5 not included in the total below.

Year 4 \$157,200.79
 Year 5 \$163,488.83

Shipping Information

Ship To:

Bill To:

Details

Product ID	Product	QTY	Price	Sub Total
	San Manuel Fire Department - 1 Fire Station (GOLD)	1.00	\$12,988.44	\$12,988.44

Product ID	Product	QTY	Price	Sub Total
	San Bernardino - 10 Fire Stations (Does Not Include FS 225) (GOLD)	1.00	\$31,600.85	\$31,600.85
	Colton - 4 Fire Stations (GOLD)	1.00	\$4,475.56	\$4,475.56
	Loma Linda - 2 Fire Stations (GOLD)	1.00	\$12,978.00	\$12,978.00
	Redlands - 4 Fire Stations (GOLD)	1.00	\$7,416.09	\$7,416.09
	Rialto - 2 Fire Station (GOLD)	1.00	\$7,721.71	\$7,721.71
	Rancho Cucamonga - 7 Fire Stations (BRONZE)	1.00	\$20,752.77	\$20,752.77
	Big Bear - 4 Fire Stations (GOLD)	1.00	\$8,528.49	\$8,528.49
	Running Springs - 1 Fire Station (GOLD)	1.00	\$3,151.84	\$3,151.84
	Chino Valley - 7 Fire Stations (BRONZE)	1.00	\$20,752.77	\$20,752.77
	Victorville - 6 Fire Stations (BRONZE)	1.00	\$17,788.09	\$17,788.09
	Montclair - 2 Stations (BRONZE)	1.00	\$3,000.00	\$3,000.00

NOTES:

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$151,154.61
Install Supplies	\$0.00
Total Tax (%)	\$0.00
One Year Toll Free Technical Support	\$0.00
Total Amount	\$151,154.61

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.


WESTNET

15542 Chemical Lane
 Huntington Beach, CA 92649
 Phone: 714-548-3500 Fax: 714-901-5610



Quote: Confire 47 Station First-In Alerting Annual Maintenance 2021 - 2022 Revised 5

From: Zulema Perez
To: Confire, JPA

Confire, JPA

1743 W. Miro Way

Rialto, CA 92376

Contact:

Summary

Total Amount:	\$137,264.76	Quote ID:	Q-07098-F3Q6 Year 2
Shipping Method:	Ground	Date:	4/28/2020
Payment Terms:	Net 30	Effective To:	6/26/2020
Description:	This quote is for First-In Alerting Annual Maintenance July 1, 2021 - June 30, 2022 for the following agencies:		

San Manuel - 1 Fire Station
 San Bernardino - 10 Stations (not including Fire Station 225)
 Colton - 4 Fire Stations
 Loma Linda - 2 Fire Stations
 Redlands - 4 Fire Stations
 Rialto - 1 Fire Station
 Rancho Cucamonga - 7 Fire Stations
 Big Bear - 4 Fire Stations
 Running Springs - 1 Fire Station
 Chino Valley - 7 Fire Stations
 Victorville - 6 Fire Stations

The prevailing wage determination will be <https://www.dir.ca.gov/OPRL/2019-2/PWD/Determinations/Statewide/C-2B-2B2.pdf>

All calls will be initially routed through Confire, and Confire will conduct the initial troubleshooting to eliminate radio, network and power issues to the extent practicable. Westnet will continue to train dispatch managers per previously provided quote(s). Westnet will then provide Confire, and the appropriate agency contact, a ticket number to track the issue in addition to making the repair remotely.

Westnet will provide remote support under this maintenance proposal. Should onsite visits be required to keep Westnet equipment in each station in operational status, such visits will be billed to and paid for by Confire on a time and material basis. This pricing is based on a fixed number per station.

Clarifying Comments:

Quote includes prevailing wages rate. Quote does not include sales or use tax, customer is responsible for paying sales or use taxes if applicable. Payment terms are net 30 with payment milestones.

Quotes was revised 12/17/19 to remove the dispatch certification training \$3,855.00 from the quote and update the Victorville FS amount.

Quote was revised 1/23/2020 to offer Gold level maintenance for Silver level price.

Quote was revised 3/26/2020 to offer Bronze level maintenance and remove Confire Communications from the quote.

Quote was revised 4/28/2020 to update the maintenance to fiscal year dates.

Maintenance Year 3 - 5 not included in the total below.

Year 3 \$145,624.18
 Year 4 \$149,992.91
 Year 5 \$154,492.70

Shipping Information

Ship To: _____ **Bill To:** _____

Details

Product ID	Product	QTY	Price	Sub Total
Gold	San Manuel Fire Department - 1 Fire Station	12	\$1,016.31	\$12,195.72
Gold	San Bernardino - 10 Fire Stations (Does Not Include FS 225)	12	\$2,472.68	\$29,672.16
Gold	Colton - 4 Fire Stations	12	\$350.20	\$4,202.40
Gold	Loma Linda - 2 Fire Stations	12	\$1,021.42	\$12,257.04
Gold	Redlands - 4 Fire Stations	12	\$583.67	\$7,004.04
Gold	Rialto - 1 Fire Station	12	\$408.57	\$4,902.84
Bronze	Rancho Cucamonga - 7 Fire Stations	12	\$1,633.31	\$19,599.72
Gold	Big Bear - 4 Fire Stations	12	\$671.22	\$8,054.64
Gold	Running Springs - 1 Fire Station	12	\$248.06	\$2,976.72
Bronze	Chino Valley - 7 Fire Stations	12	\$1,633.31	\$19,599.72
Bronze	Victorville - 6 Fire Stations	12	\$1,399.98	\$16,799.76

NOTES:

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$137,264.76
Install Supplies	\$0.00
Total Tax (%)	\$0.00
One Year Toll Free Technical Support	\$0.00
Total Amount	\$137,264.76

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.

Employee Agreement For Acting CONFIRE Director

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and [Michael L. Bell] (“Employee”) (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. The current CONFIRE Director is on extended leave due to a family medical emergency.
3. CONFIRE is in need of the services of an Acting Director for an unspecified period of time to ensure the smooth operation of the organization on a day-to-day basis in the absence of its current Director.
4. Former Director Mike Bell is employed by CONFIRE as a Public Service Employee (PSE) working part-time primarily as the Project Coordinator for the Inland Empire Public Safety Operations Platform project (IE PSOP).

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

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on [5/2/2022] (“Effective Date”).
- b. The term of this Agreement shall be: (i) from the Effective Date to (ii) [8/1/2022].
- c. This agreement may be extended for one month increments until [6/30/2023] with Administrative Committee approval.

3. SCOPE OF SERVICES

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

4. COMPENSATION

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

5. GENERAL TERMS AND CONDITIONS

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

6. 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: Jeff Armstrong, CONFIRE Chair
1743 Miro Way
Rialto, CA 92376

To Employee:
Mike Bell

Physical Address:
6470 Malachite Ave.
Rancho Cucamonga

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

CONSOLIDATED FIRE AGENCIES

Employee

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Jeff Armstrong

Print Name: Mike Bell

Its: CONFIRE Chair

EXHIBIT A
to EMPLOYEE AGREEMENT

SCOPE OF SERVICES

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

1. Perform role of Acting CONFIRE Director per CONFIRE Admin Chief's direction.
 - a. Work with current Director to ensure priorities are addressed. These include but are not limited to:
 - i. ECNS Program needs
 1. Recruitment of Nursing staff
 2. Work w/ consultants (Harris, Fratus)
 3. EMD accreditation improvements
 - ii. EMS Division effort
 - iii. Manage current HR matters
 1. Labor MOU
 2. Manage personnel issues
 3. Recruitments
 - a. Assistant Communications Manager
 - b. Supervising Dispatcher
 - c. Call-Taker/Dispatchers
 - d. Staff Analyst II
 - e. ISA III
 - iv. Monitor Valley Communications Center progress
 - v. Complete MIS transition to Rialto 204
 - vi. Daily Ops
 1. Admin Chiefs Meetings
 2. Ops Committee
 3. Leadership Meeting
 4. County Executive Team Meeting
2. Continue Project Coordination role for the Inland Empire Public Safety Operations Platform.

**EXHIBIT B
to EMPLOYEE AGREEMENT**

COMPENSATION

A. Compensation

Fixed amount of \$2,419.80 per two week pay period

\$40.33 (current rate of pay) per hour x 30 hours per week

B. Payment

a. Paid via County payroll every two weeks

EXHIBIT C
to EMPLOYEE AGREEMENT

GENERAL TERMS AND CONDITIONS

1. Employee will work on-site as needed.
2. Employee may work remotely using agency provided and personal communication devices.
3. Employee will not code time used expressly for personal purposes.
4. Employee has a planned vacation from June 4-19. Employee will be available on a limited basis during this period, but will check emails and make contact regularly with staff through the period.
5. Employee has a planned trip from Aug 15 – Oct 8. Any extension of this agreement must take this into consideration.
6. Employee will resume role as PSE Project Coordinator for IE PSOP upon completion of this assignment.
7. Employee will assist with transition to alternate Acting/Interim or permanent Director at any time so desired.

